

Terms and Conditions:

1. Acceptance of Quotation

The acceptance of a quotation includes these terms and conditions unless otherwise agreed in writing and notwithstanding anything contained within the Buyer's purchase order.

2. Definitions

"Buyer" means the person, corporation, association, firm, company, partnership or individual purchasing the Goods from the Seller pursuant to this contract, including any successors or assigns.

"Goods" means the goods ordered by the Buyer further to the quotation attached.

"Price" means the purchase price of the goods and any costs payable by the Buyer.

"Seller" means CMS Alphatech Ltd, its successors and assigns.

3. Price

The Buyer is bound to pay the price from the time that the order is placed with the Seller, with there being no obligation on the Seller to inquire as to the authority of any person placing an order on behalf of the Buyer. No order may be cancelled without the Seller's prior approval, and then only upon such terms as the Seller may specify.

4. Overdue Payment

The Seller reserves the right to charge interest on all overdue balances at 1.5% per month until the date payment is received in full.

5. Additional Costs

All additional costs incurred during installation of the Goods shall be to the Buyer's account.

6. Warranty

The manufacturer's standard warranty shall apply from the date of delivery of the Goods to the Buyer.

7. Risk

Unless otherwise agreed in writing, risk in the Goods will pass to the Buyer on delivery of Goods to the site. The Buyer must keep the Goods insured for their full replacement value on usual terms against all risks usually insured for goods of that kind until Title has passed to the Buyer.

8. Title

Notwithstanding delivery to the Buyer, legal and beneficial ownership in the Goods shall remain with the Seller until the price is paid for the Goods and any other Goods sold by the Seller to the Buyer, and until any ancillary and/or local government impositions payable in respect of the Goods are paid. Until then, the Buyer holds the Goods as the Seller's fiduciary agent and bailee. The Buyer must:

- (a) keep the Goods in its possession and control and in good repair and condition;
- (b) keep the Goods stored separately and marked so that the Goods are clearly identifiable as the Seller's property; and
- (c) not sell, assign or let them or any interest in them, or permit any charge, pledge, lien or other encumbrance to be created in relation to them.

9. Liability

Any claim which the Buyer may have against the Seller shall be deemed to be waived unless the Buyer gives written notice thereof to the Seller within 3 days after the date of delivery and affords to the Seller a reasonable opportunity to investigate the claim. If any Goods are not in accordance with a quotation, the Seller's liability shall be limited at the Seller's option either to replacement of the Goods or repayment of the amount paid by the Buyer. The Seller's liability shall never exceed the quoted value of the Goods. Furthermore, the Seller shall never be liable for any consequential, special or contingent damages or costs which may be claimed to have resulted from the use of the Goods or from the Seller's failure to perform any obligation further to a quotation.

10. Force Majeure

10.1 If the Seller, by reason of an event of Force Majeure, is wholly or partially unable to perform its obligations, the Seller shall give the other party prompt written notice of the event of Force Majeure, with reasonably full particulars of the event, whereupon the obligations of the Seller to the extent that they are affected by the event of Force Majeure shall be suspended for so long as the event renders the Seller unable to so perform its obligations.

10.2 The Seller shall take all reasonable steps to remove the Force Majeure condition and resume performance of its obligations under this agreement.

10.3 If an event of Force Majeure continues for a period longer than 6 months, the parties may by written notice terminate the agreement.

10.4 "Force Majeure" means any act of God, strike, lock out or other industrial disturbance, act of public enemy, war, declared or not, armed conflicts or similar events, blockade, public riot, quarantine restriction, freight embargo, lightning, earthquake, fire, storm, flood, explosion, governmental restraint, or any other event whether of the kind specifically named above or otherwise which is not reasonably within the control of the party claiming suspension.

11. Intellectual Property

Any technical information, knowledge or processing methods at any time transmitted either orally or in writing by the Seller to the Buyer shall remain the property of the Seller and shall be considered absolutely confidential by the Buyer who shall not use them for any purpose nor sell transfer or divulge them in any manner to anyone without the prior written consent of the Seller. The Buyer warrants that the use by the Buyer of any designs or instructions supplied by the Seller will not infringe the patents, trade marks, designs or copyright ("intellectual property") of any other person and the Buyer agrees to indemnify the Seller against any Claim relating to or arising from the infringement of any intellectual property of any other person.

12. Other agreements

If there is any inconsistency between these terms and any order submitted by the Buyer (whether in writing, verbally or electronically) or any other arrangement between the parties, these terms and conditions prevail unless otherwise agreed in writing by the parties.

13. No assignment

The Buyer must not transfer or assign its right under any contract arising out of the Seller's acceptance of a Buyer's Purchase Order to anyone else without the Seller's prior consent in writing. In the event that it is agreed that a factoring or finance company may be used for the assignment of the Buyer's debt, all existing liabilities between the Buyer and Seller will remain valid, including any warranties and service agreements.

14. Severability

In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this agreement shall remain valid and enforceable according to its terms.

15. Waiver

If the Seller exercises or fails to exercise any right or remedy available to it, this shall not prejudice the Seller's rights in exercising that or any other right or remedy. Waiver of any term or condition must be specified in writing and signed by the Seller.

16. Governing Law

Any contract arising out of the Seller's acceptance of a Buyer's Purchase Order shall be construed and operate as a contract in conformity with the laws of New Zealand.

17. E & OE.

Terms and conditions: April 2009