

STANDARD CONDITIONS OF SALE

1. Application

- 1.1 A tender by Rambor Pty. Ltd. (incorporating King Cobra Mining Equipment) ("RAMBOR") with these Conditions of Sale ("these Conditions") shall be subject to these Conditions. Any subsequent contract ("contract") between RAMBOR and a party ("the Purchaser") shall be governed by these Conditions as varied only by any other terms and conditions expressly agreed in writing between the Purchaser and RAMBOR.
- 1.2 RAMBOR may vary or withdraw its tender at any time prior to acceptance. Subject thereto, unless otherwise stated by RAMBOR the tender shall remain valid for 30 days from the date thereof.
- 1.3 Any tender which quotes a budget, preliminary or estimate price is subject to variation in any respect and shall not be considered an offer capable of acceptance until confirmed in writing by RAMBOR. Any preliminary specifications, illustrations, drawings, data, dimensions and weights submitted by RAMBOR with a tender are illustrative and approximate only and do not form part of the contract unless expressly confirmed and incorporated therein.
- 1.4 In these Conditions "tender" means a tender, submission, proposal, offer (including counter-offer) or quotation in connection with goods and services the subject of a contract.

2. Specification

- 2.1 Goods and services shall be supplied in accordance with these Conditions and any specification included in the contract, and the Purchaser is responsible for satisfying itself as to the suitability of such goods and services for the Purchaser's use or application. In these Conditions "goods" means the goods under the contract (if any) and "services" means the services under the contract (if any).
- 2.2 RAMBOR shall not be bound by any representation concerning the scope of supply, performance or characteristics of goods or services unless expressly incorporated in the contract.

3. RAMBOR's General Obligations

- 3.1 RAMBOR will supply the goods and services in accordance with the requirements of the contract and, using its reasonable endeavours, by the time(s) required by the contract, with such time(s) capable of being extended from time to time as provided for in the contract. RAMBOR will ensure that the goods conform to any applicable standards and codes. RAMBOR will perform the services with reasonable care and skill.

4. Purchaser's General Obligations

- 4.1 The Purchaser shall pay RAMBOR the price for the goods and services (the "contract price") as the same may be adjusted from time to time as provided for in the contract.
- 4.2 The Purchaser shall, in a timely manner and so as to avoid any delay to RAMBOR, provide all information, approvals, permits, authorisations, licences, customs clearances, instructions, materials, civil works, reports, drawings, geotechnical and survey information, access and other things which may be required in relation to the performance of RAMBOR's obligations and which are not expressly stated to be RAMBOR's responsibility. The Purchaser shall provide to RAMBOR any approval or comment with respect to drawings submitted by RAMBOR to the Purchaser within seven (7) days from the date of the submission by RAMBOR of such drawings unless some other time is provided for in the contract.
- 4.3 If RAMBOR considers the information, documents and other particulars made available to RAMBOR by the Purchaser are not sufficient to enable RAMBOR to supply the goods and/or services in accordance with the contract and the provision of which is not reasonably to be considered within the responsibility of RAMBOR under the contract, RAMBOR may advise the Purchaser who shall then provide at its cost such further assistance, information or other particulars as necessary in the circumstances or as requested by RAMBOR as the case may be.

5. Price

- 5.1 Except as otherwise provided elsewhere in the contract:
 - (a) invoices for goods and services shall be submitted by RAMBOR on a monthly basis;
 - (b) invoices shall be due and payable within thirty (30) days of the date of invoice;
 - (c) any increase in the cost to RAMBOR for the provision of the goods or services as a result of a variation in exchange rates or change in law between the date of RAMBOR's tender and the date of delivery shall be borne by the Purchaser and the contract price shall be adjusted accordingly. In these Conditions "change in law" means when any legislation, regulation, by-law, ordinance, standard, award or order comes into effect or is changed, including but not limited to any new tax, duty or other impost or change in the rate of any tax, duty or other impost.
- 5.2 The Purchaser shall pay interest to RAMBOR on any moneys outstanding on and from the date thirty one (31) days after the date of receipt of the relevant invoice by the Purchaser ("the interest date"), such interest to be calculated from the date of receipt of the relevant invoice until such outstanding moneys are paid. The interest rate shall be the maximum per annum commercial overdraft rate determined by the Commonwealth Bank of Australia on the interest date plus 3%, accruing daily.

6 Goods and Services Tax

- 6.1 The contract price and all other amounts referred to in the contract are exclusive of GST.
- 6.2 If GST is payable in respect of any supply made under or in connection with the contract, the recipient of the supply must reimburse the supplier for the amount of that GST, PROVIDED THAT the supplier must first issue a tax invoice for the supply to the recipient of the supply.
- 6.3 If the amount payable for any supply made under or in connection with the contract is calculated by reference to any cost or expense incurred by the supplier, the amount payable is to be calculated using the GST-exclusive amount of that cost or expense.
- 6.4 If there is an adjustment event in relation to a supply made under or in connection with the contract:
- (a) the supplier must refund to the recipient of the supply the amount by which any GST reimbursed pursuant to clause 6.2 exceeds the adjusted GST; or
 - (b) the recipient of the supply must pay the supplier the amount by which the adjusted GST exceeds the GST reimbursed pursuant to clause 6.2.
- 6.5 For the purpose of calculating the GST to be reimbursed to the supplier pursuant to clause 6.2, the amount payable for the supply or any part thereof which is expressed or calculated in a currency other than Australian dollars shall be converted into Australian dollars:
- (a) using the method required to be used by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or any relevant regulation, ruling or determination under that Act; or
 - (b) if no method is specified by that Act or any such regulation, ruling or determination, using the relevant mid-market exchange rate quoted by Westpac Banking Corporation for the date on which the supplier issues an invoice or receives payment for the supply, whichever is earlier.
- 6.6 In this clause 6, "GST" means goods and services tax levied pursuant to the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the expressions "supply", "tax invoice", "input tax credit" and "adjustment event" have the same meanings as in that Act.

7. Delivery, Transfer of Title and Risk

- 7.1 For delivery within Australia:
- (a) except as otherwise provided elsewhere in the contract the Purchaser shall be responsible for off-loading the goods when delivered on board the transportation vehicle to the nominated address. All risks of loss or damage to the goods shall transfer to the Purchaser on such delivery;
 - (b) title (legal and beneficial ownership) in the goods shall not pass to the Purchaser until RAMBOR has been paid the contract price for them in full.
- 7.2 For exports to a country other than Australia:
- (a) except as otherwise specifically provided elsewhere in the contract RAMBOR shall deliver the goods FOB at the port of despatch, and the Purchaser shall obtain any necessary import clearances;
 - (b) title (legal and beneficial ownership) in the goods and (as provided in INCOTERMS 2000) all risks of loss or damage to them shall pass to the Purchaser upon loading on board the transportation vehicle at the port or depot or other point of export unless otherwise provided in the contract.
- 7.3 Until the passing of title in the goods delivered to the Purchaser:
- (a) the Purchaser shall hold the goods as bailee to the same extent as if he were a bailee for reward and shall clearly identify the goods as belonging to RAMBOR.
 - (b) the Purchaser may not modify, sell or otherwise remove, dispose or grant to a third party any interest in the goods and shall store and maintain the goods in good condition and allow RAMBOR unrestricted access to them for the purposes of inspection, protection or removal, and, for the purpose of such removal, the Purchaser hereby grants RAMBOR an irrevocable licence to enter the premises where the goods are and sever them from any other property to which they may be attached.
- 7.4 If the Purchaser makes default in any payment of an amount due to RAMBOR, or commits a breach (as defined in clause 16.1) RAMBOR may without notice and without prejudice to any of its rights and remedies recover and/or re-sell the goods delivered to the Purchaser or any part of them and may enter upon the Purchaser's premises pursuant to clause 7.3(b) to do all things necessary in order to take possession of the goods. The Purchaser will be liable for RAMBOR's costs connected with the exercise of RAMBOR's rights under this clause, payable on demand.
- 7.5 In the event of the sale of the goods by the Purchaser or the Purchaser otherwise disposing, modifying, removing or granting a third party interest in breach of clause 7.3(b), the Purchaser in its capacity as trustee and fiduciary bailee will:
- (a) hold the proceeds of such sale, disposal or other action in a separate bank account on trust for RAMBOR and not mix any other funds with such proceeds of sale; and
 - (b) pay to RAMBOR from such proceeds of sale, disposal or other like action the amount which is owed by the Purchaser to RAMBOR at the time the Purchaser receives such proceeds.
- 7.6 In the event that the Purchaser breaches clause 7.5 and mixes other moneys with the proceeds of such sale, disposal or other like action, then the Purchaser will continue to hold on trust and as a fiduciary bailee for RAMBOR, such part of the moneys as relate to the goods delivered to the Purchaser. Such part shall be deemed to be equal in dollar terms to the amount which is owed by the Purchaser to RAMBOR at the time the Purchaser receives the proceeds of sale, disposal or other like dealing.
- 7.7 In the event that:
- (a) the Purchaser uses the goods in some manufacturing or construction process of its own or of some third party; and
 - (b) the product resulting from the manufacturing or construction process is sold by the Purchaser, then the Purchaser will hold on trust as a fiduciary bailee such part of the proceeds of sale as relates to the goods delivered by RAMBOR. Such part shall be deemed to be equal in dollar terms to the amount which is owed by the Purchaser to RAMBOR at the time the Purchaser receives such proceeds of sale.

- 7.8 If the Purchaser does not take delivery of goods at the nominated address or otherwise at the time for delivery as provided in the contract RAMBOR shall be entitled on behalf of the Purchaser to put the goods into storage at the Purchaser's expense. RAMBOR shall be deemed to have delivered such goods to the Purchaser on storage and shall be entitled to payment on presentation of the warehouse receipt in place of any bill of lading or similar document otherwise required under the contract. Risk shall pass to the Purchaser on storage, but title shall only pass in accordance with the provisions of this clause 7.
- 7.9 For goods or services to be supplied outside of Australia the contract price does not include any duty, customs, fees or other impost on the goods or services or on the equipment, property or activities of RAMBOR, its subcontractors or any of their respective employees in relation to the contract levied outside Australia or any tax on or withholding from any payment to RAMBOR or on the contract levied outside Australia and the same shall be for the account of the Purchaser.
- 7.10 (a) Up to the time the risk of loss or damage to the goods passes to the Purchaser, and subject to clause 7.10 (b), where loss
of or damage to the goods (excluding loss or damage caused by or in any way connected with off-loading of the goods) occurs during transport or delivery of the goods by or on behalf of RAMBOR, RAMBOR shall at its option repair or replace the goods lost or damaged, but shall not otherwise be liable for or in respect of such loss or damage or any delay consequent thereon.
- (b) Unless a claim for the loss or damage referred to in clause 7.10 (a) is made in writing and received by RAMBOR within 7 days of delivery, or within the time necessary to comply with any sub-contractor's conditions of carriage, whichever is the lesser, RAMBOR shall not be liable for or in respect of such loss or damage.
- 8. Warranty**
- 8.1 RAMBOR warrants that the goods supplied shall, under proper use, be free from defects in materials and workmanship and conform to the contract. In this clause 8 "proper use" means installation, commissioning, operation and maintenance in accordance with RAMBOR documentation and good engineering practice and "defect" means any defect (including any omission) in materials or workmanship and any non-conformity with the contract.
- 8.2 The warranty provided by RAMBOR under clause 8.1 is conditional upon the Purchaser adhering to the RAMBOR Service/Maintenance Program, as amended from time to time, which requires the Purchaser to remove the Product from the work site to a service area:
- (a) for cleaning, inspection and removal of any external or internal build-up of oil, water, dirt or other contaminants; and
- (b) for the inspection and replacement of filters and, where necessary, seals; and
- (c) the checking of the general operation of the Product, and in each and every instance, to undertake the Service/Maintenance Program on or before the period which equates to every 200 hours of operating time or at intervals of three (3) months, whichever is the earlier.
- 8.3 Work performed under clause 8.2 must, as a condition of the RAMBOR warranty, be performed only by a service agent authorised in writing by RAMBOR. Failure to comply with the Service/Maintenance Program, or this clause, will render the Warranty void.
- 8.4 The defective part for which a claim for replacement is made pursuant to this warranty must be returned to RAMBOR or to a service agent duly authorised in writing by RAMBOR for examination and the decision as to whether the replacement of the defective part falls within the provisions of this warranty for replacement free of charge shall be made at the sole discretion of RAMBOR.
- 8.5 RAMBOR's obligation under this warranty shall be limited to making good by repair or replacement, at RAMBOR's option, of any goods in which any defect appears and is notified by the Purchaser to RAMBOR before the expiry of a period ending 12 months after first putting such goods into use or 18 months after dispatch from RAMBOR's premises, whichever is earlier. In respect of goods, which have been repaired or replaced hereunder, RAMBOR's obligation shall in any event expire 24 months after first dispatch of the original goods. Items which are replaced during the warranty period shall become the property of RAMBOR.
- 8.6 RAMBOR's obligation under this warranty shall not extend to any defect or failure caused by fair wear and tear, or designs, specifications and things which are outside RAMBOR's scope of supply, accidents, misuse, neglect, lack of proper use, or repairs or modifications to the goods which have been made without RAMBOR's approval. RAMBOR's obligation is subject to RAMBOR being given prompt notice by the Purchaser of the appearance of the defect and a reasonable opportunity to investigate it. Information requested by RAMBOR regarding the warranty must be supplied to RAMBOR within 7 days of the request, otherwise the warranty claim is void.
- 8.7 RAMBOR warrants that the services will be performed with due care, skill and diligence, and in accordance with the contract. RAMBOR's obligation under this warranty shall be limited to, at RAMBOR's option, the performance or reperformance, or the cost of performing or reperforming, such services that fail to meet the requirements of the contract where that failure is notified by the Purchaser to RAMBOR before the expiry of the period ending 12 months after the performance or purported performance of those services.
- 8.8 RAMBOR's liability to the Purchaser and the Purchaser's remedies in respect of the goods and services and any loss or damage resulting there from are solely and exclusively as stated in this clause 8, and RAMBOR shall have no liability unless notified by the Purchaser to RAMBOR prior to expiry of the applicable warranty period described above.
- 8.9 The undertakings and obligations of RAMBOR under this clause 8 are in place of and exclude to the fullest extent permitted by law all other warranties and conditions, whether oral, written, statutory, express or implied. Subject to clause 14.3, IMPLIED WARRANTIES AND CONDITIONS OF FITNESS FOR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED TO THE FULL EXTENT PERMITTED BY LAW.
- 9. Completion**
- 9.1 RAMBOR will make all reasonable efforts to deliver the goods to the Purchaser on the date agreed between the parties as the Delivery Date, but will be under no liability to the Customer should delivery not be made on the Delivery Date.

- 9.2 Delivery will be effected in accordance with clause 7 of these Terms, and the Purchaser will be liable for all freight costs, unless the price quoted is specifically stated as including freight costs.
- 9.3 RAMBOR shall be entitled to a reasonable extension of time for the performance of its obligations hereunder where any of the following causes delay to RAMBOR:
- (a) variation in the scope of supply under clause 10;
 - (b) obstructions or conditions which could not have been reasonably foreseen by RAMBOR;
 - (c) change in law;
 - (d) any act or omission of the Purchaser or any contractor, consultant, representative or agent thereof, including but not limited to failure to confirm a start date and failure to provide access;
 - (e) Force Majeure under clause 15;
 - (f) suspension under clause 16.3;
 - (g) delays of municipal, government or statutory authorities.
- 9.4 The Purchaser shall pay RAMBOR the reasonable costs incurred by RAMBOR (including off site and on site overheads) as a result of obstruction and/or delay caused by the matters referred to in clause 9.1(a), (b), (c), (d), (f) or (g).

10. Variations

- 10.1 Unless otherwise agreed any variation to the goods or services to be supplied hereunder shall be valued in accordance with RAMBOR's schedule of rates for variations (a copy of which may be inspected at the office of RAMBOR and a copy of which shall be issued to the Purchaser on request) existing at the time the goods or services the subject of the variation are supplied (or if none, variations shall be valued at a reasonable rate and any rates usually charged by RAMBOR for similar work shall be deemed to be reasonable).
- 10.2 Where any of the matters referred to in clause 9.1(b), (c) or (d) reasonably require a change in the goods or services to be supplied or the conditions in which RAMBOR is to perform its obligations hereunder then RAMBOR shall be entitled to vary the goods or services in such manner as RAMBOR reasonably considers necessary and the value of such variation valued in accordance with clause 10.1 shall be added to or deducted from the contract price as the case may be.

11. Drawings and Documentation

- 11.1 All designs, drawings and other technical information relating to the goods or services, including any software provided by RAMBOR under the contract ("technical information"), and the intellectual property rights therein shall be and remain the property of RAMBOR. Any drawings and documentation for goods supplied hereunder shall be standard issue technical literature.
- 11.2 Any descriptive or shipping specifications, illustrations, drawings, data, dimensions and weights contained in RAMBOR's catalogues, price lists or publicity material or submitted with RAMBOR's tender are illustrative and approximate only and do not form part of the contract unless certified by RAMBOR in writing, in which event they shall be subject to generally recognised tolerances.
- 11.3 Technical information shall be kept confidential by the Purchaser, its employees, agents or subcontractors, shall not be copied, modified or disclosed by any of them and shall not be used by them otherwise than for the purposes of the operation and maintenance of the goods. In the event that the Purchaser does not accept RAMBOR's tender it shall return to RAMBOR all technical information supplied by RAMBOR together with any copies made.
- 11.4 RAMBOR grants to the Purchaser the non-exclusive and non-transferable right to use the technical information, including software, provided by RAMBOR for the life of the goods supplied under the contract for the purposes of their operation and maintenance in the place and manner anticipated at the time of RAMBOR's tender and for no other purpose.

12. Intellectual Property Rights

- 12.1 RAMBOR shall indemnify the Purchaser against damages and costs awarded against the Purchaser for infringement of any intellectual property right granted or registered at the date of contract in the country of destination of the goods specified in the contract (or, if none be specified, in Australia) and resulting from the proper or intended use or sale of the goods but this indemnity shall not apply to any infringement which is due to the association or combination of the goods with any other article, apparatus or device or to any goods or parts thereof made to designs supplied by the Purchaser.
- 12.2 This indemnity is conditional on the Purchaser giving RAMBOR prompt written notice of any claim for infringement and permitting RAMBOR (at RAMBOR's expense) to conduct on the Purchaser's behalf and in the name of the Purchaser any litigation or negotiations in respect thereof. The foregoing states RAMBOR's entire liability for intellectual property right infringement.

13. Tests on Completion

- 13.1 RAMBOR shall at its own expense carry out any tests required by the contract together with any tests required by any government or regulatory authorities, or absent such requirements, RAMBOR may carry out its standard tests on the goods. Any additional tests required by the Purchaser shall be at the Purchaser's expense.
- 13.2 RAMBOR shall give not less than seven (7) days notice of its intention to carry out any test that the Purchaser is entitled to attend and, unless otherwise agreed, such test may then be conducted by RAMBOR at the nominated time and the Purchaser will be deemed to have been present and to have accepted the reported test results. The Purchaser shall give RAMBOR such access as RAMBOR reasonably requires to carry out such tests.
- 13.3 Where the goods or part thereof fail to pass the tests on completion RAMBOR will be given reasonable opportunity to carry out that work which it considers necessary to achieve the required performance, and to reperform the tests.

14. Limitation of Liability

- 14.1 Notwithstanding any other provision of the contract, the liability of RAMBOR to the Purchaser, whether arising under or in connection with the contract or the performance or non-performance thereof or anything incidental thereto, and whether by way of indemnity, by statute (to the extent that it is possible to exclude such liability), in tort (for negligence or otherwise), or on any other basis in law or equity is hereby limited and excluded as follows:

- (a) RAMBOR shall have no liability whatsoever to the Purchaser for loss of use, production, profit, revenue, business, data, contract or anticipated saving, or for any financing costs or increase in operating costs or any economic loss or for any special, indirect or consequential loss or damage;
 - (b) the total aggregate liability of RAMBOR to the Purchaser is at all times limited to the amount equal to the contract price.
- 14.2 The Trade Practices Act, 1974, implies warranties, terms and conditions in consumer contracts which cannot be excluded or modified except as permitted under that Act. In the event RAMBOR may be in breach of any such warranty, term or condition as is implied in this contract, the liability of RAMBOR shall be limited:
- (a) in respect of goods, at RAMBOR's option, to the repair or replacement of the goods or the cost of repairing or replacing the goods;
 - (b) in respect of services, at RAMBOR's option, to the reperformance of the services or the cost of reperforming the services.
- 14.3 For the purpose of this clause 14, RAMBOR contracts also on behalf of and as agent for any and all subcontractors and suppliers of RAMBOR in connection with the contract which are bodies corporate related to RAMBOR (as defined in the Corporations Act). The cumulative liability of RAMBOR and all such subcontractors and suppliers to the Purchaser shall not, in aggregate, exceed the liability of RAMBOR to the Purchaser under this clause 14.
- 14.4 The Purchaser shall ensure that the liability of RAMBOR to the end user(s) or owner(s) or beneficiary (ies) of the goods or services the subject of the contract is limited and excluded in accordance with this clause 14. The Purchaser indemnifies RAMBOR against claims of any kind by such end user(s) or owner(s) or beneficiary (ies) to the extent that RAMBOR would not be liable therefor to the Purchaser under the contract if the claim had been made by the Purchaser.
- 15. Force Majeure**
- 15.1 If performance by a party of any obligation under the contract (other than an obligation of the Purchaser to make payment) is prevented, restricted or delayed by Force Majeure then that party shall be excused from and shall not be liable for failure in performance to the extent of that prevention, restriction or delay and the time for performance shall be extended accordingly, subject to the terms of clause 15.2.
- 15.2 If performance is delayed for more than four (4) months by Force Majeure and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, then either party may after that period and while the cause of the non-performance still exists terminate the contract by not less than 30 days' notice in writing to the other party.
- 15.3 In these Conditions "Force Majeure" means act of God, act or omission of government, war, blockade, embargo, hostilities, fire, earthquake, flood, explosion, accident at sea, inclement weather, and except where restricted to employees of RAMBOR, industrial condition, sabotage or commotion, or by any cause (whether similar or not to any of the above events) beyond the reasonable control of the party whose performance is affected.
- 16. Default**
- 16.1 Without limiting any other rights it may have, a party (the "notifying party") may give a written notice to show cause to the other party (the "defaulting party") in the event that the defaulting party:
- (a) abandons or repudiates the contract;
 - (b) commits a continuing or material breach of the contract;
 - (c) suspends performance of the contract without reasonable cause;
 - (d) fails to pay monies due under the contract;
 - (e) purports to assign the whole of the contract without the other party's consent; or
 - (d) appears likely to become subject to an Insolvency Event described in clause 18, (hereinafter a "breach").
- 16.2 The notice shall state (i) that it is a notice pursuant to this clause 16, (ii) the alleged breach, (iii) that the defaulting party is required to show cause in writing within seven (7) days why the notifying party should not exercise a right referred to in clause 16.3.
- 16.3 If the defaulting party fails to show reasonable cause by the stated time, the notifying party may, by written notice, suspend the whole or any part of the performance of the contract. The suspension shall be removed if the defaulting party remedies the breach. The notifying party may, by written notice to the defaulting party, terminate the contract if within twenty one (21) days of receipt by the defaulting party of the notice under clause 16.1 the defaulting party fails:
- (a) to remedy the breach; or
 - (b) if the breach is not capable of remedy, to make other arrangements to the reasonable satisfaction of the notifying party.
- 16.4 Suspension or termination of the contract pursuant to this clause 16 shall be without prejudice to the rights of either party accruing up to the date thereof.
- 16.5 If the contract is terminated pursuant to this clause 16, the parties' remedies, rights and liabilities shall be the same as they would have been under the law governing the contract had the defaulting party repudiated the contract and the notifying party elected to treat the contract as at an end and recover damages.
- 17. Security**
- 17.1 The Purchaser, including its directors in the case of a corporation, and its partners in the case of a partnership, hereby charge their right, title and interest in any and all realty of which the Purchaser and the persons referred to herein, whether solely, jointly or otherwise are or become a registered proprietor in favour of RAMBOR for the obligations of the Purchaser under these Conditions. The Purchaser and the persons referred to herein acknowledge that RAMBOR may pursuant to its interest conferred under this clause register a caveat on any realty referred to herein.

18. Insolvency

18.1 If either party becomes bankrupt or insolvent or makes any agreement with its creditors compounding debts or if, being an incorporated entity, any proceedings are begun in respect of it applying for the appointment of a liquidator, administrator, receiver or similar official for it or all or any substantial part of its assets or seeking an order of relief against it as debtor or under any law relating to insolvency, readjustment of debt, reorganisation, administration or liquidation (each such event or process referred to in these Conditions as an "Insolvency Event"), the other party may at any time by written notice terminate the contract forthwith.

19. Entire Contract

Except as otherwise expressly provided in this contract, and subject to clause 14.3, RAMBOR excludes all statements, representations, warranties, conditions, promises, undertakings, covenants and other provisions, express or implied (and whether implied by law including Act of Parliament or otherwise) relating to RAMBOR's tender, the goods or the services or their delivery or supply, being provisions that might otherwise form part of the contract or be collateral to or form part of any agreement that is collateral to the contract.

20. Severance

20.1 If any provision or part of any provision of these Conditions is invalid, illegal or unenforceable, such provision or part thereof shall be severed herefrom and the remainder shall continue in full force and effect.

21. Waiver

21.1 Any waiver by RAMBOR of strict compliance with these Conditions shall not (i) be deemed a waiver unless it is in writing and signed by an authorised officer of RAMBOR, nor (ii) be deemed a continuing waiver of compliance.

22. Proper Law

22.1 The contract shall be governed by the law of New South Wales, Australia and the parties agree to submit to the jurisdiction of the courts of that State and any courts having appellate jurisdiction from them.

23. Assignment and Transfer

23.1 Neither RAMBOR nor the Purchaser shall assign or transfer the whole of the contract or any interest therein or in any monies payable thereunder without the written consent of the other party.

23.2 Nothing contained in this clause 23 shall prevent RAMBOR from subcontracting any part of the work under the contract as RAMBOR deems appropriate.

24. Dispute Resolution

24.1 If a difference or dispute between the parties arises in connection with the subject matter or interpretation of the contract, including a Dispute concerning a claim in tort, under statute, or on any other basis in law or equity available under the law governing the contract ("Dispute"), either party may by hand or registered post give the other party written notice of dispute identifying and providing details of the Dispute and entitled Dispute Notice ("Dispute Notice").

24.2 Within seven (7) days of receipt of a Dispute Notice, representatives of the parties having authority to bind the parties shall confer to seek to resolve the Dispute or agree on a method of doing so and whether that method shall be binding. If a resolution or method of resolution has not been agreed within twenty one (21) days of the service of Dispute Notice, the Chief Executive Officers of the parties shall confer for the same purpose as the parties' representatives. All aspects of such conference(s) shall be privileged.

24.3 Except for the enforcement of payment due under the contract or to seek injunctive or urgent declaratory relief, and subject to any agreement to the contrary, neither party may institute legal proceedings in respect of any Dispute unless a Dispute Notice in respect thereof has first been given and then only after a period of twenty eight (28) days from receipt of such Dispute Notice has elapsed.

25. Interpretation

- (a) Clause headings shall not form part of, and shall not be used in the interpretation of, the contract.
- (b) Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context.
- (c) Words importing a gender include every gender.
- (d) Delivery acronyms such as FCA, FOB, CIF used in RAMBOR's tender or contract shall be interpreted in accordance with INCOTERMS 2000 edition.
- (e) When the following RAMBOR conditions; PRICE ADJUSTMENT CONDITIONS and/or INSTALLATION CONDITIONS and/or MAINTENANCE CONDITIONS, are used herewith they shall be read and construed as forming part of these Conditions.
- (f) For the purpose of clauses 14.1(b):
 - (i) where the total consideration payable to RAMBOR under the contract is a fixed amount set out in or calculable by reference to the contract, "the contract price" means that amount as the same may have been adjusted from time to time as provided for in the contract;
 - (ii) where (i) above does not apply, "the contract price" means the amount actually paid to RAMBOR under the contract, provided that where liability arises in respect of goods supplied upon request from time to time, "the contract price" means the amount of the consideration paid to RAMBOR under the contract for the goods in respect of which such liability arises;

Where the amount of "the contract price" cannot be determined in accordance with (i) or (ii) above for the purpose of clause 14.1(b) and 14.2, "the contract price" means one hundred thousand dollars (\$100,000).

END