

TERMS OF TRADE AND CONDITIONS OF SALE

Roadside Products Pty Ltd ('the Company') ABN 59 133 084 634 sells or offers its Products on the following terms and conditions. PLEASE READ CAREFULLY.

1. GENERAL An order placed with the Company is an order incorporating these Terms and Conditions of Trading exclusively notwithstanding any inconsistencies, which may be introduced in order of acceptance unless the same is expressly agreed to by the Company in writing, and notwithstanding that the Company might fill any such order. Acceptance of goods shall constitute these terms.

2. QUOTATION Unless previously withdrawn, any quotation is valid for thirty (30) days or any other period as Is stated therein. A Quotation is not an obligation to sell but is an Invitation to submit an order and no contractual relationship arises there until the Company has accepted an order.

3. PRICE Unless otherwise expressly agreed in writing, the price of the Product shall be the Company's standard list price at the date of the delivery. Where no list price exists, the price shall be that quoted by the Company.

3.i. The Company reserves the right to change prices without notice. Orders calling for future delivery shall be billed at prices in effect of the shipping date. Unless stated otherwise herein, different products on an order may not be combined to obtain quantity pricing.

4. CANCELLATION Orders cannot be cancelled except on terms, which will fully compensate the Company against all and any loss occasioned to it because of such cancellation. A re-stocking fee of 20% of the total order will be charged and the goods must be returned at the buyers' expense in undamaged saleable condition before a credit will be Issued. Non-standard, made to order products cannot be returned.

5. PAYMENT The terms of payment are three (30) days from Invoice date unless otherwise agreed. The Purchaser will pay all collection expenses for which the Company may become liable in the collection of payment of overdue accounts. Failure of the Purchaser to pay any Company invoice by its due date makes all subsequent Invoices immediately due and payable irrespective of terms and the Company may withhold subsequent deliveries until the full account is settled.

6. The Company will charge interest on all amounts not paid by the due elate, and the Customer undertakes to pay any service fee charged. Interest will be charged from time to time from the due date until full payment Is received, at a rate or 1.76% per month. Any expenses incurred by the company in recovering outstanding monies, including debt collection agency fees and solicitors' costs will be paid by the customer.

7. ACCEPTANCE the Company reserves the right to accept any order completely or in part or to refuse any Order.

8. DELIVERY All delivery dates quoted are estimates only and the Company shall not be liable for failure to deliver or any delay in delivery arising from any cause whatsoever beyond the control of the Company. The Purchaser shall not be relieved of any obligation to accept or pay for the Products because of any delay in delivery or dispatch.

9. OWNERSHIP The Products shall be at the Purchaser's risk from the time of delivery to the Purchaser. The ownership of the Products to be sold and delivered by the Company to the Purchaser will only be transferred to the Purchaser when the Purchaser has met and paid what is owing to the Company on any account whatsoever.

10. FORCE MAJEURE The Company shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by accident, fire, strike, riot, civil commotion, insurrection, war, the elements, embargo, failure of carrier, inability to obtain transportation facilities, government requirements, acts of God or public enemy, prior orders from others or limitations on the Company's or its suppliers' products or marketing activities or any other cause or contingency beyond the Company's control.