

UNIVERSAL ANODISERS

TERMS & CONDITIONS

1. DEFINITIONS - 1.1 "Universal Anodisers" means Universal Aluminium Co Pty Ltd ABN 82 000 565 907 (as Universal Anodisers, its successors or assigns or any person acting on behalf of and with the authority of Universal Aluminium Co Pty Ltd. 1.2 "Customer" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally. 1.3 "Goods" means all Goods or Services (principally anodising and related) supplied by Universal Anodisers to the Customer at the Customer's request from time to time (where the context so permits the terms "Goods" or "Services" must be interchangeable for the other). 1.4 "GST" means Goods and Services Tax imposed under the A New Tax System (Goods and Services Tax) Act 1999 (Cth). 1.5 "Guarantor" means that person (or persons) or entity who agrees to be liable for the debts of the Customer on a principal debtor basis. 1.6 "Intellectual Property" means patent rights, copyright, trade marks, trade secret rights, whether registered or not and other intellectual property rights recognised by the law of each applicable jurisdiction. 1.7 "Price" means the Price payable for the Goods as agreed between Universal Anodisers and the Customer in accordance with clause 4 below. 1.8 "Warranty Card" means the Warranty Card, document or guarantee provided by Universal Anodisers to the Customer, if any.

2. ACCEPTANCE - 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods. 2.2 These terms and conditions may only be amended with Universal Anodisers' consent in writing and must prevail to the extent of any inconsistency with any other document or agreement between the Customer and Universal Anodisers, with the exception of the Warranty Card. 2.3 The Customer acknowledges and accepts that Universal Anodisers at its discretion, reserves the right not to supply Goods if, for any reason (including but not limited to, where the Goods or the services to which they relate are not or cease to be available, account disputes or conditions placed on Universal Anodisers' by its suppliers). Universal Anodisers must not be liable to the Customer for any loss or damage the Customer suffers due to Universal Anodisers exercising its rights under this clause. 2.4 Where there is more than one Customer that has entered into the Terms and Conditions, the Customers must be jointly and severally liable for all payments and adherence to these Terms and Conditions. 2.5 The Goods are as described on the invoices, quotations, work authorisation or any other document in relation to any work commenced or performed as provided by Universal Anodisers to the Customer.

3. CHANGE IN CONTROL - 3.1 The Customer must give Universal Anodisers not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer must be liable for any loss incurred by Universal Anodisers as a result of the Customer's failure to comply with this clause. **4. PRICE & PAYMENT** - 4.1 At Universal Anodisers' sole discretion the Price must be either: a) as indicated on any invoice provided by Universal Anodisers to the Customer; or b) the Price as at the date of supply or delivery of the Goods according to Universal Anodisers' current price list; or c) Universal Anodisers' quoted price (subject to clause 0) which will be valid for the period stated in the quotation or otherwise for a period of ninety (90) days. 4.2 Universal Anodisers reserves the right to change the Price if a variation to Universal Anodisers' quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of additional Services required due to hidden or unidentifiable, overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges, inaccurate measurements provided by the Customer or as a result of increases to Universal Anodisers in the cost of materials and labour) will be charged for on the basis of Universal Anodisers' quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion. 4.3 At Universal Anodisers' sole discretion a non-refundable deposit may be required. 4.4 Time for payment for the Goods is of the essence, the Price will be payable by the Customer on the date/s determined by Universal Anodisers, which may be: on supply or upon delivery of the Goods. Unless otherwise indicated by Universal Anodisers the Customer must arrange to collect the Goods from Universal Anodisers nominated address; thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices; the date specified on any invoice or other form as being the date for payment; or failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Universal Anodisers. 4.5 Payment may be made by cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Customer and Universal Anodisers. 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to Universal Anodisers an amount equal to any GST Universal Anodisers must pay for any supply by Universal Anodisers under this or any other agreement for the supply or sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price. 4.7 Universal Anodisers may withhold supply or delivery of the Goods until the Customer has paid for them, in which event payment must be made before the supply or delivery date.

5. DELIVERY OF GOODS - 5.1 Delivery ("Delivery") of the Goods is taken to occur at the time that the Customer or the Customer's nominated carrier takes possession of the Goods at Universal Anodisers' address, or the Customers nominated delivery address, even if the Customer is not present at that address. 5.2 The Customer must take delivery by receipt or collection of the Goods whenever they are nominated by Universal Anodisers as available for collection. In the event that the Customer is unable to take delivery of the Goods as arranged then Universal Anodisers must be entitled to charge a reasonable fee for storage and administration. 5.3 Universal Anodisers may make the Goods available for collection in separate instalments. Each separate instalment must be invoiced and paid in accordance with the provisions in these terms and conditions. 5.4 Any time or date given by Universal Anodisers to the Customer is an estimate only. The Customer must still accept delivery of the Goods even if late and Universal Anodisers will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late. 5.5 The failure of Universal Anodisers to supply or deliver must not entitle either party to treat this Contract as repudiated. 5.6 Backorders will be made available for collection by the Customer at Universal Anodisers' address as soon as they are available.

6. RISK - 6.1 Risk of damage to or loss of the Goods passes to the Customer on supply or delivery and the Customer must insure the Goods on or before Delivery. 6.2 If any of the Goods are damaged or destroyed following supply or delivery but prior to ownership passing to the Customer, Universal Anodisers is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Universal Anodisers is sufficient evidence of Universal Anodisers' rights to receive the insurance proceeds without the need for any person dealing with Universal Anodisers to make further enquiries. 6.3 If the Customer requests Universal Anodisers to leave Goods outside Universal Anodisers' premises for collection or to deliver the Goods to an unattended location then such Goods must be left at the Customer's sole risk.

7. TITLE - 7.1 Universal Anodisers and the Customer agree that ownership of the

Goods must not pass until: a) the Customer has paid Universal Anodisers all amounts owing to Universal Anodisers; and b) the Customer has met all of its other obligations to Universal Anodisers. 7.2 Receipt by Universal Anodisers of any form of payment other than cash must not be deemed to be payment until that form of payment has been honoured, cleared or recognised. 7.3 It is further agreed that: a) until ownership of the Goods passes to the Customer in accordance with clause 7.1 that the Customer is only a bailee of the Goods and must return the Goods to Universal Anodisers on request. b) The Customer holds the benefit of the Customer's insurance of the Goods on trust for Universal Anodisers and must pay to Universal Anodisers the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed. c) The Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Universal Anodisers and must pay or deliver the proceeds to Universal Anodisers on demand d) The Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Universal Anodisers and must sell, dispose of or return the resulting product to Universal Anodisers as it so directs. e) The Customer irrevocably authorises Universal Anodisers to enter any premises where Universal Anodisers believes the Goods are kept and recover possession of the Goods. f) Universal Anodisers may recover possession of any Goods in transit whether or not delivery has occurred. g) The Customer must not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Universal Anodisers. h) Universal Anodisers may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

8. PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA) - 8.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. 8.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by Universal Anodisers to the Customer. 8.3 The Customer undertakes to: a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Universal Anodisers may reasonably require to; (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 8.3(a)(i) or 8.3(a)(ii); b) indemnify, and upon demand reimburse, Universal Anodisers for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby; c) not register a financing change statement in respect of a security interest without the prior written consent of Universal Anodisers; d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Universal Anodisers; e) immediately advise Universal Anodisers of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales. 8.4 Universal Anodisers and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. 8.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. 8.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. 8.7 Unless otherwise agreed to in writing by Universal Anodisers, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA. 8.8 The Customer must unconditionally ratify any actions taken by Universal Anodisers under clauses 8.3 to 8.5. 8.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

9. SECURITY & CHARGE - 9.1 In consideration of Universal Anodisers agreeing to supply the Goods, the Customer and the Guarantor charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer and/or Guarantor either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money). 9.2 The Customer and the Guarantor indemnifies Universal Anodisers from and against all Universal Anodisers's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Universal Anodisers's rights under this clause. 9.3 The Customer and/or the Guarantor irrevocably appoints Universal Anodisers and each director of Universal Anodisers as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause (9) including, but not limited to, signing any document on the Customer's behalf.

10. DEFECTS, WARRANTIES & RETURNS, COMPETITION & CONSUMER ACT 2010 (CCA) - 10.1 Universal Anodisers' Goods come with guarantees that cannot be excluded under the Australian Consumer Law. 10.2 The Customer must inspect the Goods on delivery and must within fourteen (14) days of delivery notify Universal Anodisers in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow Universal Anodisers to inspect the Goods. 10.3 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees). 10.4 Universal Anodisers acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees. 10.5 Except as expressly set out in these terms and conditions, or any Warranty Card provided by Universal Anodisers or in respect of the Non-Excluded Guarantees, Universal Anodisers makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Universal Anodisers' liability in respect of these warranties is limited to the fullest extent permitted by law. 10.6 If the Customer is a consumer within the meaning of the CCA, Universal Anodisers' liability is limited to the extent permitted by section 64A of Schedule 2. 10.7 If Universal Anodisers is required to replace the Goods under this clause or the CCA, but is unable to do so, Universal Anodisers may refund any money the Customer has paid for the Goods. 10.8 If the Customer is not a consumer within the meaning of the CCA, Universal Anodisers' liability for any defect or damage in the Goods is: a) limited to the value of any express warranty or warranty card provided to the Customer by Universal Anodisers in Universal Anodisers' sole discretion; b) limited to any warranty to which Universal Anodisers is entitled, if Universal Anodisers did not manufacture the Goods; c) otherwise negated absolutely. 10.9 Subject to this clause (10), returns will only be accepted provided that: a) the Customer has complied with the provisions of clause 0; and b) Universal Anodisers has agreed that the Goods are defective; and c) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and d) the Goods are returned in as close a condition to that in which they were delivered as is possible. 10.10 Notwithstanding clauses 10.2 to 10.9 but subject to the CCA, Universal Anodisers must not be liable for any defect or damage which may be caused or partly caused by or arise as a result of: a) the Customer failing to properly maintain or store any Goods; b) the Customer using the Goods for any purpose other than that for which they were designed; c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; d) the Customer failing to follow any instructions or guidelines provided by Universal Anodisers; e) fair wear and tear, any

accident, or act of God. 10.11 Universal Anodisers may in its absolute discretion accept non-defective Goods for return in which case Universal Anodisers may require the Customer to pay handling fees of up to thirty percent (30%) of the value of the returned Goods plus any freight costs. 10.12 Notwithstanding anything contained in this clause if Universal Anodisers is required by a law to accept a return then Universal Anodisers will only accept a return on the conditions imposed by that law.

11. DEFAULT & CONSEQUENCES OF DEFAULT - 11.1 Interest on overdue invoices must accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Universal Anodisers' sole discretion such interest must compound monthly at such a rate) after as well as before any judgment. 11.2 If the Customer owes Universal Anodisers any money the Customer must indemnify Universal Anodisers from and against all costs and disbursements incurred by Universal Anodisers in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Universal Anodisers' collection agency costs, and bank disbursement fees). 11.3 Without prejudice to any other remedies Universal Anodisers may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Universal Anodisers may suspend or terminate the supply of Goods to the Customer. Universal Anodisers will not be liable to the Customer for any loss or damage the Customer suffers because Universal Anodisers has exercised its rights under this clause. 11.4 Without prejudice to Universal Anodisers' other remedies at law Universal Anodisers must be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Universal Anodisers must, whether or not due for payment, become immediately payable if: a) any money payable to Universal Anodisers becomes overdue, or in Universal Anodisers' opinion the Customer will be unable to make a payment when it falls due; b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

12. CANCELLATION - 12.1 Universal Anodisers may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Universal Anodisers must repay to the Customer any money paid by the Customer for the Goods. Universal Anodisers must not be liable for any loss or damage whatsoever arising from such cancellation. 12.2 In the event that the Customer cancels delivery of Goods the Customer must be liable for any and all loss incurred (whether direct or indirect) by Universal Anodisers as a direct result of the cancellation (including, but not limited to, any loss of profits). 12.3 Cancellation of orders for Goods made to the Customer's specifications, or for non-stock list items, will definitely not be accepted once production has commenced, or an order has been placed.

13. PRIVACY ACT 1988 - 13.1 The Customer agrees for Universal Anodisers to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by Universal Anodisers. 13.2 The Customer agrees that Universal Anodisers may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes: a) to assess an application by the Customer; and/or b) to notify other credit providers of a default by the Customer; and/or c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or d) to assess the creditworthiness of the Customer. The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988. 13.3 The Customer consents to Universal Anodisers being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988). 13.4 The Customer agrees that personal credit information provided may be used and retained by Universal Anodisers for the following purposes (and for other purposes as must be agreed between the Customer and Universal Anodisers or required by law from time to time): a) the provision of Goods; and/or b) the marketing of Goods by Universal Anodisers, its agents or distributors; and/or c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods. 13.5 Universal Anodisers may give information about the Customer to a credit reporting agency for the following purposes: a) to obtain a consumer credit report about the Customer; b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer. 13.6 The information given to the credit reporting agency may include: a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number); b) details concerning the Customer's application for credit or commercial credit and the amount requested; c) advice that Universal Anodisers is a current credit provider to the Customer; d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started; e) that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed; f) information that, in the opinion of Universal Anodisers, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customer's credit obligations); g) advice that cheques drawn by the Customer for one hundred dollars (\$100.00) or more, have been dishonoured more than once; h) that credit provided to the Customer by Universal Anodisers has been paid or otherwise discharged.

14. GENERAL - 14.1 The failure by Universal Anodisers to enforce any provision of these terms and conditions must not be treated as a waiver of that provision, nor must it affect Universal Anodisers' right to subsequently enforce that provision. If any provision of these terms and conditions must be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions must not be affected, prejudiced or impaired. 14.2 These terms and conditions and any contract to which they apply must be governed by the laws of the state in which Universal Anodisers has its principal place of business, and are subject to the jurisdiction of the Courts of New South Wales. 14.3 Subject to clause 10 Universal Anodisers must be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Universal Anodisers of these terms and conditions (alternatively Universal Anodisers' liability must be limited to damages which under no circumstances must exceed the Price of the Goods). 14.4 The Customer must not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Universal Anodisers nor to withhold payment of any invoice because part of that invoice is in dispute. 14.5 Universal Anodisers may license or sub-contract all or any part of its rights and obligations without the Customer's consent. 14.6 The Customer agrees that Universal Anodisers may amend these terms and conditions at any time. If Universal Anodisers makes a change to these terms and conditions, then that change will take effect from the date on which Universal Anodisers notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for Universal Anodisers to provide Goods to the Customer. 14.7 Neither party must be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. 14.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.