

STEBER INTERNATIONAL
Stebercraft Pty Limited

Purchase Order Standard Terms and Conditions – November 2010

1. Interpretation

In this Purchase Order, unless the context otherwise requires:

Steber Confidential Information means all financial and business information of whatever kind relating to Steber's business, including the products manufactured by Steber of which the goods and or other componentry will form part (including any profits projections, research, diagrams, plans or other documents whatsoever belonging to Steber) disclosed by Steber, or otherwise obtained by the Contractor as a result of its dealings with Steber, prior to, at or after the execution of the Purchase Order and includes:

- (i) all information comprised in or relating to the Purchase Order, any intellectual property of Steber or third parties where the third party intellectual property is made available by or on behalf of Steber;
- (ii) Steber's Intellectual Property.

Contract Material means all material created or required to be developed or created as part of, or for the purpose of performing, the Services, including documents, equipment, information and data stored by any means.

Fees means the fees for the Services set out in the Purchase Order, including reimbursable costs.

Loss or Losses means any loss, damage, liability, cost or expense including legal expenses on a solicitor and own client basis.

Services means services described in this Purchase Order together with the goods, supplies or materials incidental to the services.

Tax means any taxes, duties, municipal rates, and other fees, levies and impositions, assessed or charged by, or payable to, any Governmental Taxation or excise Authority.

2. General

These are the terms and conditions referred to in the Purchase Order on page 1 and side headings are not part of these conditions. Subject to clause 3 below, these conditions will prevail to the extent of any inconsistency or conflict between these conditions and the terms of any offer or acceptance by the Contractor.

3. Interpretation

The Purchase Order conditions include any special conditions referred to in the Purchase Order and if any special conditions are inconsistent with these standard conditions, the former will prevail to the extent of any inconsistency.

4. Provision of Services

In providing the Services, the Contractor must:

- (a) perform the Services at a minimum to a standard which would be expected of a competent, experienced and professional contractor and a like position to that of the Contractor under this Purchase Order;
- (b) accept and implement Steber's reasonable directions in relation to the management of the Services;
- (c) not share information known as a result of their work on, or relationship to, the Services in a way that a reasonable person could foresee may be detrimental to Steber's business,

and will not by virtue of this Purchase Order be, or for any purpose be deemed to be, and must not represent itself as being, an employee, partner or agent of Steber.

5. Contractor, Employees and Agents

The Contractor must:

- (a) ensure that its employees and agents are aware of, and the Contractor must use its best endeavours to ensure its employees and agents comply with, the requirements of the Purchase Order;

- (b) provide all employees and agents specified in the Purchase Order for the Services and for the period specified in the Purchase Order;
- (c) use its best endeavours to ensure that its employees and agents are of good character, are properly qualified and briefed for the task that they are to perform and act in a fit proper manner while they are carrying out work of performing duties under the Purchase Order.

6. Variations

Variations to the Purchase Order shall not be legally binding upon either party unless agreed in writing and signed by both parties in an appropriate form.

7. Payment

Steber must make payment of the Fees within 30 days of receipt of correctly rendered invoice. The Fees are fixed for the term of the Purchase Order unless varied in accordance with the Purchase Order and, unless otherwise specified herein, Fees are inclusive of all costs, expenses, disbursements, levies and Taxes and the actual costs and expenses incurred by the Contractor in providing the Services.

An invoice is correctly rendered if:

- (a) the invoice details the Service provided against the Fees and records the amount payable in respect to each category of Services described in the Purchase Order;
- (b) a person authorised to sign on behalf of the Contractor has certified that the invoice:
 - (i) has been correctly calculated in accordance with the Fees referred to in the Purchase Order;
 - (ii) that the Services included in it have been performed in accordance with this Purchase Order;
 - (iii) in the case of reimbursable costs that these costs have been paid; and
 - (iv) the invoice is a valid Tax Invoice.

8. Reduction in Fees for Non-Performance

If the Contractor fails to supply the Services in accordance with the Purchase Order, including a delay in delivery of any goods the subject of the Services, the Fees may be reduced to cover the reduced level or delay of Services rendered to Steber or loss or damage suffered by Steber (as appropriate) because of that failure as reasonably assessed by Steber.

9. Tax

- (a) Except as provided by this clause, all taxes, duties and charges imposed or levied in Australia in connection with the performance of this Purchase Order shall be borne by the Contractors;
- (b) Payment by Steber to the Contractor of the GST shall be subject to the Contractor providing Steber with a valid tax invoice.
- (c) If the Contractor does not have an Australian Business Number and/or is not registered for GST and is required to be in accordance with Australian Law, Steber, in accordance with the relevant provisions of the pay as you go legislation, shall be required to withhold a prescribed portion of the amount payable to the Contractor under the Purchase Order unless any exceptions apply.

10. Intellectual Property Rights

The title to all intellectual property rights in or in relation to Contract Material shall vest upon its creation in Steber unless otherwise stated in the Special Conditions. The Contractor must ensure that the Contract Material is used, copied, supplied or reproduced only for purpose of this Purchase Order.

11. Use of Purchase Order Information

Except of purposes directly relevant to this Purchase Order, the Contractor must not, without Steber's written approval, make public or

disclose any of Steber's Confidential Information unless otherwise required by law. This clause shall not merge on completion or termination of this Purchase Order.

12. Compliance with Laws

The Contractor must when providing any Services have regard to and comply with, and use their best endeavours to ensure that all employees and agents comply with, relevant and applicable laws, regulations and policies.

13. Indemnity

The Contractor must at all times indemnify Steber, its employees, agents and contractors (except the Contractor) from and against any Loss or liability whatsoever suffered by those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such Loss or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Contractor, or any of the Contractors employees or agents, in connection with this Purchase Order.

14. Resolution of Disputes

Both the Contractor and Steber undertake to use all reasonable efforts to act in good faith to resolve any disputes which may arise between them in connection with this Purchase Order. The parties submit to the exclusive jurisdiction of the Courts of NSW.

15. Notices

A Notice is treated as having been duly given and received when delivered to the other parties address on the third business day after posting or on the business day of confirmed transmission if sent by facsimile. The address of the party is the address set out in the Purchase Order or another address of which the party may from time to time give notice in writing to each other party.

16. Termination of Contract

In addition to any other rights or remedies it has at law or in equity under this Purchase Order, Steber may, by notice in writing to the Contractor terminate this Purchase Order with effect from the date in the Notice if the Contractor:

- (a) commits a breach of this Purchase Order;

- (b) becomes, or in Steber's reasonable opinion is likely to become, bankrupt, insolvent or otherwise financially unable to fulfil its obligation under this Purchase Order including becoming subject to external administration.
- (c) ceases to carry on business;
- (d) ceases to hold any licence, qualification, approval, authority or consent required for the Contractor to comply with its obligations under this Purchase Order;
- (e) assigns its rights under this Purchase Order or otherwise subcontracts the Services without the written approval of Steber;
- (f) suffers a change in control which in Steber's reasonable opinion may adversely affect the Contractors ability to perform the Services under this Purchase Order.

If this Purchase Order is terminated under this clause:

- (a) subject to this Purchase Order, the parties are relieved from future performance of this Purchase Order, without prejudice to any right of action that has accrued at the date of termination;
- (b) subject to this Purchase Order, all licences and authorisations granted to the Contractor by Steber under this Purchase Order terminate immediately;
- (c) the Steber Confidential Information, supplies and other properties supplied or given to the Contractor by Steber pursuant to these Purchase Order must immediately be returned to Steber;
- (d) Steber is not obliged to make any further payments to the Contractor;
- (e) the Contractor will indemnify and hold Steber harmless against any Losses, costs and expenses arising out of or in connection with the termination or any breach of this Purchase Order by the Contractor.

17. Entire Agreement

This agreement constitutes the sole and entire agreement between Steber and the Contractor in relation to its subject matter and supersedes all prior agreements, representations, warranties or arrangements.