

STANDARD TERMS AND CONDITIONS OF SALE

In this agreement, "CFE" means Zaifod Industries Pty Ltd Trading as Carbon Friendly Enterprises. CFE including subsidiary or affiliate companies by which the goods or services are sold. "Purchaser" means the body corporate, firm or person by which the goods or services are purchased. The "goods or services" are the goods and services described in CFE's Invoice or Sales Order Acknowledgement.

GENERAL PROVISION:

These Terms and Conditions and the terms and conditions set out in the Quotation Order Acknowledgement constitute the entire contract on the subject matter, which may be modified only in writing signed by both parties. Any notice required under this contract shall be in writing and shall be effective when personally delivered or sent via email. Purchaser may not assign any rights hereunder without CFE's prior written consent.

Failure by CFE to enforce any provision hereof shall not be a waiver of the right thereafter to enforce such provision. No waiver or course of dealing between CFE and Purchaser shall affect the right of CFE to require performance by Purchaser strictly in accordance with this contract.

LIMITATION OF LIABILITY:

Notwithstanding any other provision hereof, CFE's liability to Purchaser arising from the manufacture, sale, delivery, use or resale of the goods or services, whether based on warranty, contract, negligence or otherwise, shall not exceed the lesser of the cost to CFE of correcting defects in the goods or services as herein provided or the price paid by Purchaser for the particular item which gives rise to the liability. Upon the expiration of one year from the date of shipment of goods or services to Purchaser, all such liability shall terminate.

Without limiting the generality of any other provision hereof:

CFE shall

- a) not be responsible for any loss, damage, or expense arising from any work, equipment, parts or repairs by others;
- b) CFE shall not be liable to Purchaser or any user for loss of anticipated profit; loss from plant shut-down, non-operation or increased expense of operation of other equipment; consequential loss; or other loss or damage of any nature arising from any cause whatsoever.

INDEMNITY:

Purchaser shall indemnify and save harmless CFE from and against any and all claims, actions, demands, losses, costs (including all legal fees and disbursements as between a solicitor and his own client), damages, expenses and liabilities arising in whole or in part out of any use or handling of goods by Purchaser or any other person after shipment of same, or any act or omission of the Purchaser or its agent, employee or contractor.

TITLE:

No ownership in the goods or services shall pass to Purchaser except in accordance with the "Incoterm" specified in the Quotation Order Acknowledgement. After title passes to Purchaser, CFE shall have a security interest in the goods or services until Purchaser pays CFE in full for the goods or services.

INSURANCE:

Purchaser shall pay all costs of insuring goods or services from point of origin, EXW Brisbane or Andergrove QLD Australia. Purchaser assigns to CFE Purchaser's right to any proceeds of insurance, to the extent of any amount owed by Purchaser to CFE.

POINT OF ORIGIN:

All sales are EXW Brisbane or Andergrove QLD Australia unless otherwise stated.

PURCHASER DATA:

CFE will endeavour to meet Purchaser's schedule, however timely performance by CFE is contingent upon Purchaser supplying to CFE when needed all required technical information, including drawing approval, final purchase order and all required commercial documentation.

STORAGE:

CFE may store, at Purchaser's expense and risk, any item for which manufacture or shipment is delayed by causes within Purchaser's control, or which affect Purchaser's ability to receive the item, and Purchaser shall pay reasonable storage charges as part of purchase price for the goods or services.

PAYMENT TERMS:

Payment for all goods or services is due in advance and shall be paid in full prior to shipment, unless otherwise specified by CFE in the Quotation. Any amount not paid to CFE within 30 days after the invoice date will bear interest at 2% per month (24% annum). CFE may at any time in its sole discretion revoke credit, or require payment in advance of manufacture or delivery of goods or services.

LEGAL:

This contract shall be governed by the laws of the State of Qld, Australia. All disputes relating hereto shall be within the exclusive jurisdiction of the Courts of QLD Australia provided CFE may at its option take action in any other jurisdiction to collect amounts owed by Purchaser.

TAXES:

Purchaser shall pay every existing, new or increased tax, public charge, VAT, tariff, duty, or reassessment of any of the foregoing, levied or imposed upon goods or services for this transaction.

SHIPMENT:

"Shipment" means delivery to the initial carrier in accordance with the delivery terms of this order. The shipping date is based on conditions at the factory on the date of the Sales Order Acknowledgment, and CFE may change date based on the conditions on date of Purchaser's acceptance.

CFE may make partial shipments. CFE shall select method of transportation and route unless terms are EXW

Andergrove or Brisbane, Qld Australia. If Purchaser specifies the method and route of transportation, Purchaser shall pay all freight costs in addition to the sale price.

FORCE MAJEURE:

If CFE suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, act or failure of government, act or omission of Purchaser, fire, flood, strike, labour trouble, sabotage or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time for performance by CFE shall be extended equal to the period of the delay and its consequences. CFE will give Purchaser notice in writing within reasonable time after CFE becomes aware of such delay.

DEFERRAL OR CANCELLATION:

Purchaser may not defer or cancel any part of an order without CFE's prior written consent. If deferral or cancellation is permitted, Purchaser shall pay to CFE: all costs incurred by CFE to date of deferral or cancellation, plus a reasonable deferral or cancellation charge, plus a portion of CFE's expected profit pro rata with the stage of completion of the work at the date of deferral or cancellation.

RETURNED GOODS:

Return shipments may be accepted and credit issued at CFE's sole option, subject to the following conditions:

- a) Purchaser must submit to CFE in advance a written list of goods for which return is requested.
- b) CFE may at its option authorize return by issuance of a Return Goods Authorization (RGA) number.
- c) Purchaser must note RGA number on all return documentation.
- d) Purchaser must pay all freight and insurance costs from Brisbane or Andergrove, Qld Australia.
- e) No credit note will be issued without CFE's prior written agreement.

LIMITED WARRANTY: (Where Applicable)

For goods manufactured by CFE, CFE warrants that if within 1, 2 or 3 years (depending on warranty period set out for that particular product) from the date of shipment of such goods to Purchaser, Purchaser finds that such goods are defective in workmanship or materials, then as Purchaser's sole and exclusive remedy for breach of warranty, provided Purchaser gives prompt written notice of same to CFE, CFE will at its sole option repair or replace such goods.

PROVIDED THAT:

- a) Such goods must be delivered to CFE at Purchaser's expense, or Purchaser must pay cost of CFE personnel attending Purchaser's premises to examine and repair or replace goods.
- b) CFE does not warrant any item that is not manufactured for or by CFE, whether sold separately or as part of CFE's goods. CFE assigns to Purchaser the benefit of any warranty of any third-party manufacturer, without recourse against CFE.
- c) All products manufactured by others and sold by CFE, whether separately or as components of other units, are sold solely upon and subject to the terms warranted by their respective manufacturers.
- d) Warranty does not apply to goods subjected to wear and tear by chemical or abrasive attack.
- f) This warranty shall be void if:
 - i. Purchaser fails to make any payment when due to CFE; or
 - iii. Any CFE logo, decal, warning sign, serial number identification plate, or other similar item is removed from goods; or
 - iv. Goods are improperly stored, installed or handled, or are not operated and maintained in accordance with any manuals provided and good industry practice.
- g) Purchaser may not assign this warranty.
- h) CFE gives no warranty, express or implied, except as expressly set out herein or set out with particular product. Without limiting the foregoing, CFE makes no representation or warranty as to the quality, condition, merchantability or fitness for any purpose of the goods or services. CFE is authorized to extend or expand this warranty in writing.
- i) Purchaser may not make any claim after one, two or three years depending on warrant period set out for particular product from the date on which the products were delivered and right to do so arose.