

ORDER AGREEMENT

Terms and Conditions

This Agreement is made on the date set out in the Schedule between MJ Automation and Electrical Pty Ltd ACN 115 598 377 of PO Box 294 Magill SA 5072 ("MJ") and the person, persons company or business entity described as the Customer in Item A of the Schedule ("the Customer")

1. Entire Contract

This agreement supersedes all prior agreements, arrangements and understandings between MJ and the Customer relating to the subject matter in Item C of the Schedule. These Conditions of Trading contain the complete and final agreement between MJ and the Customer and no other agreement in any way shall modify any of the said terms and conditions unless MJ approves such a modification in writing, signed by MJ's authorised representative.

2. Payment of Goods and Services

The payment of all goods and services, unless otherwise specified in writing, must be paid within seven (7) days from the date of the account ('the Due Date') from MJ.

MJ reserves the right to issue interim accounts for work having been completed by MJ in relation to any particular project anticipated to take more than four (4) weeks to complete.

3. Default

On happening of any one or more of the following events, namely:

- (a) the Customer fails to make payment to MJ on the Due Date;
- (b) an Administrator or Liquidator is appointed over all or any of the assets of the Customer or a scheme of arrangement is proposed or approved with respect to the Customer or a mortgagee enters into possession of any of the assets of the Customer;

- (c) an application is made for the winding up of the Customer;
- (d) any event occurs which would confer upon any person or entity the right to institute proceedings for the winding-up of the Customer, or the Customer appoints an administrator as defined in the Corporations Act;
- (e) in the case of the Customer being a natural person, the Customer commits an act of bankruptcy;
- (f) in the case of the Customer being a partnership, sub-paragraph 3(d) and/or 3(e) applies to any of the partners;

then MJ may at its option exercise all or any of the following rights (notwithstanding any prior failure to exercise such rights):

- (i) demand payment of the whole of the monies owing from the Customer to MJ and the Customer agrees to pay the same immediately;
- (ii) demand that the Customer shall pay a late payment fee amounting to 15% of the total due;
- (iii) demand that the Customer shall pay to MJ the interest at a rate of 2.5% per month on all amounts and any costs with respect to solicitors, legal advisors, mercantile agents and other agents acting on MJ's behalf in respect of any enforcement hereof or recovery or attempted recovery of the monies owing by the Customer to MJ;

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- (iv) demand that the customer be liable for the costs of solicitors, legal advisors, mercantile agents and other agents as contemplated in sub-paragraph (iii) aforementioned.
- (b) A quote for the supply of goods and services by MJ may be accepted by the Customer within three months. The quote shall lapse automatically at the expiration of three months.

4. Delivery of Services and Goods

MJ will make all reasonable efforts to have any goods delivered or services provided to the Customer on the date agreed between the parties as the due date, but MJ shall be under no liability whatsoever should delivery or completion not be made on this date.

5. Risk & Title

5.1 The risk in any goods or services provided by MJ shall, unless otherwise agreed in writing:

- (a) pass to the Customer upon delivery to the Customer or its agent; or
- (b) pass to the Customer upon the provision of the service.

5.2 The Title in any goods produced or supplied by MJ shall not pass to the Customer until complete payment has been made therefore.

6. Price

(a) All prices quoted by MJ exclude Australian Goods and Services Tax ('the GST'), unless otherwise stated (any applicable GST is to be paid by the Customer).

- (c) MJ may withdraw a quote at any time, by written notice to the Customer.

7. Directors' Liability

Where the Customer is an incorporated entity then those directors named in Item B of the Schedule agree to jointly and severally guarantee all of the obligations of the Customer to MJ, pursuant to these Terms & Conditions including in particular and without limitation, the obligation to make payments hereunder.

8. Future Dealing

Unless otherwise agreed to in writing by MJ, and notwithstanding any terms appearing in documentation provided by or on behalf of the Customer, the terms and conditions appearing herein shall be incorporated as express terms and conditions into all agreements by MJ to supply the Customer with goods or services.

9. Severance

If any of these terms or conditions is or becomes for any reason wholly or partly invalid, those terms or conditions shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining terms and conditions.

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10. Force Majeure

- (a) For the purposes of this clause, Force Majeure Event means any or all of the following events or occurrences and the effects thereof: acts of God or the public enemy, flood, earthquake, storm, cyclone, tornado, hurricane, lightning, fire, explosion, epidemic, war, terrorism, embargoes, riot or civil disturbances, strikes or other labour disputes, delay in delivery of materials required to carry out the Services, sabotage, expropriation, confiscation or requisitioning of facilities, orders or temporary or permanent injunctions of any court of competent jurisdiction and any other matter or event which is beyond the control of the MJ or the Customer and which the relevant party could not take reasonable measures to prevent;
- (b) where either MJ or the Customer is unable, wholly or in part to fulfill these terms and conditions of trading, by reason of a Force Majeure Event to carry out any obligation under this Agreement and;
- (c) gives the other party immediate notice of the Force Majeure Event; and
- (d) uses all reasonable diligence to remove the Force Majeure Event as quickly as possible;

that obligation is suspended so far as it is affected by the Force Majeure Event during its continuance.

11. Property Retention

MJ retains the property of all goods it produces or supplies, until such time as the Customer has made full payment to MJ for the goods. In the event that the goods are incorporated into or attached to, or mixed with, other goods by the Customer, then the property in the composite goods (“the Composite Goods”) shall be vested in MJ. If payment for any goods or services sold to the Customer is overdue, MJ is entitled to, without prejudice to any of its other rights and remedies, repossess such goods or composite goods and enter into any premises upon which such goods or composite goods are stored without notice, for this purpose.