

LCPRS LIMITED

LOW CHARGE PRESSURE RECEIVER SYSTEMS

DATE ____/____/____

To Company _____

Attention _____

Terms and Conditions of Sale

"The Company" hereinafter refers to **LCPRS LIMITED**

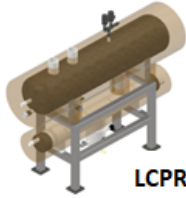
TAX: Unless stated otherwise, all quoted prices are **NETT**. GST, and any other tax are to be added where applicable.

PRICES: The prices are based on the current ruling costs of labour, materials, rates of exchange, insurance and freight, duty and landing charges, and on the latest quotation from suppliers of any component parts. Any increases in these costs after date of quotation are to the Purchaser's account

QUOTES: If acceptance of a quotation is not made within 30 days from date hereof, the quotation cannot subsequently be unless confirmed by the Company in writing.

PAYMENT: Sales are made subject to payment in full by the 10th day after date on invoice

- 1, **CONTRACT WORKS** - Progress claims monthly for both materials and labour on and off site. Where goods are ordered and payments are to be made further invoices will be issued and payment required ASAP. To keep the project moving.
- 1-1, **CHARGE UP JOBS** - Progress claims monthly for both materials and labour on and off site. Where payment is not made by due date, the Company shall be entitled to charge a finance charge of 2% per month until payment is made. Collection costs are payable by you, the client, if we must consult a third party to collect an overdue account.
- 2, **DELAYS:** The Company will not accept liability or responsibility for any direct or consequential loss or damage caused directly or indirectly by delay arising for any reason whatsoever, including failure from any cause whatever to deliver the whole or any part of the goods. Without restricting the generality of the foregoing, the company shall not be liable for any loss or damage caused directly or indirectly by war, strikes, lockouts, perils of the sea or any other cause beyond its control.
- 3, **PROPERTY:** The goods shall be wholly at the Purchaser's risk from the time of leaving the Company's premises BUT ownership and title in the goods remain with the Company until the purchase price and all other moneys owing by the Purchaser to the Company in respect of the goods subject of this contract shall have been paid notwithstanding that the goods may have been sooner given into the Purchaser's possession and if required, the Purchaser shall store the goods in such a way that they can be identified as belonging to the Company. Until such payment is made in full the Purchaser shall hold the goods of the Company as its Bailee and Agent but without power to raise money on the security of the goods and the Company shall have the right of immediate repossession of the goods.



LCPRS LIMITED

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4, WARRANTY:

a) In lieu of any warranty, condition or liability express or implied by law or statute the Company's liability in respect of any Defect in or failure of goods or for any loss, injury or damage attributable directly or indirectly there to is limited to making good by repair or replacement goods of the Company s manufacture which within a limited period of 12 calendar months after dispatch from our works shall have proved defective (fair wear and tear excepted) provided the goods have been properly erected assembled and maintained. In no circumstances shall the company be liable for any consequential loss whatsoever.

b) This warranty shall not apply to any goods or components manufactured by a person other than the Company even though such goods or components may be included in equipment subject of this quotation. In lieu of any warranty, condition or liability express or implied by law or statute in respect of such goods or components the Company's obligation shall be limited to passing on to the purchaser such guaranteed restitution as the Company shall receive from the manufacturer in respect of such goods or components.

c) All other warranties, descriptions, representations or conditions as to fitness for any purpose, merchantability or otherwise However, whether expressed or implied by law trade custom or otherwise are hereby expressly excluded. No agent or representative of the Company is authorized to make any representations, statements, warranties, conditions, agreements or offer any advice not expressly set forth herein. If the Company shall be held to be liable for any misrepresentation, statement, warranty, condition, agreement or advice or communication of any sort express or implied whether such liability is in contract or tort, at law or equity or in any way what soever then the purchaser shall not be entitled to cancel the contract and the Company s liability shall in any event be limited to and shall not exceed the cost of making good by repair or replacement the goods, components or equipment subject of this contract

Yours sincerely

LCPRS LIMITED

Acceptance

I have reviewed the terms offered by **LCPRS LIMITED** in this letter, including the attached terms and conditions, and agree to be bound by it.

Name: _____

Position: _____

Date: _____

Signature:

Name: _____

Position: _____

Date: _____

Signature:

5, INDIRECT LOSS: In no circumstances whatsoever will the Company have any liability in respect of any indirect or consequential loss suffered by the buyer.

6, DISPUTE: Should any dispute arise under this contract then it should be resolved by arbitration. The Arbitrator to be appointed by the President of the Arbitrators Institute of New Zealand Inc.