

LOW CHARGE PRESSURE RECEIVER SYSTEMS

LCPRS LIMITED

Terms and Conditions of Sale

In these **Terms and Conditions**, "the Company" **means** LCPRS LIMITED.

1.0 Tax:

Unless otherwise stated, all quoted prices are nett, GST and any other applicable taxes will be added where required.

2.0 Prices:

Prices are based on the current costs of labour, materials, exchange rates, insurance, freight, duty, landing charges, and the latest supplier quotations for any component parts. Any increase in these costs after the date of quotation will be charged to the Purchaser.

3.0 Quotes:

Quotations must be accepted within 30 days of the date issued. After that period, a quotation is no longer valid unless confirmed by the Company in writing.

4.0 Payment:

All sales are subject to payment in full by the 10th day following the invoice date.

4.1 LCPRs

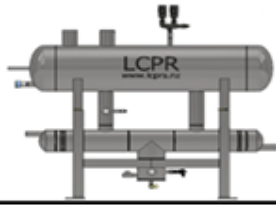
All **LCPRs** require an initial deposit of 40%.

Monthly progress invoicing will apply.

The final balance invoice must be paid before despatch.

4.2 Cash Accounts & Sales

All cash sales made by LCPRS LIMITED (the "Company") to the customer are subject to the following conditions. Unless otherwise agreed in writing by the Company, full payment for the goods supplied is due before possession of the goods is taken. Returns apply to trade accounts only.



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LCPRS LIMITED

4.3 Credit Accounts / Trade accounts

Any dispute relating to goods or invoices must be notified in writing within 7 days of receipt of the goods. Payment must be made without set off or deduction of any kind. The Company may charge interest at the rate of 2.5% per month on all overdue accounts, calculated from the date payment was due until the date of actual payment. The Customer must also pay all costs incurred by the Company, including debt collection fees, in recovering any money owing or enforcing the Company's rights, powers, and remedies under these terms. The Company may refuse to supply any further goods or extend further credit while any overdue amount owing to the Company remains unpaid.

5.0 Contract Works

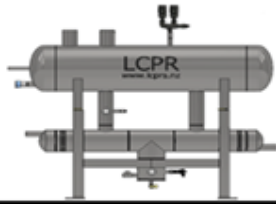
Progress claims will be issued monthly for materials and labour, whether on-site or off-site. Where goods are ordered and staged payments are required, further invoices may be issued, and payment will be required promptly to keep the project moving.

5.1 Charge-Up Jobs

Progress claims will be issued monthly for materials and labour, whether on-site or off-site. If payment is not made by the due date, the Company may charge interest at 2% per month until the account is paid in full. You, as the client, are also responsible for any collection costs if a third party is engaged to recover an overdue account.

6.0 Delays

The Company is not liable for any direct or consequential loss or damage caused, directly or indirectly, by delay for any reason, including any failure to deliver all or part of the goods. Without limiting the above, the Company is not liable for loss or damage arising from war, strikes, lockouts, perils of the sea, or any other cause beyond its control.



LOW CHARGE PRESSURE RECEIVER SYSTEMS

LCPRS LIMITED

7.0 Property and Title

The goods are at the Purchaser's risk from the time they leave the Company's premises. However, ownership and title remain with the Company until the full purchase price and all other amounts owing by the Purchaser in relation to the goods have been paid. Even if the goods have already been delivered into the Purchaser's possession, the Purchaser must, if required, store them so they can be clearly identified as the Company's property. Until payment is made in full, the Purchaser holds the goods as bailee and agent for the Company and has no authority to use the goods as security for any borrowing. If payment is not made in full, the Company has the right to immediate repossession of the goods.

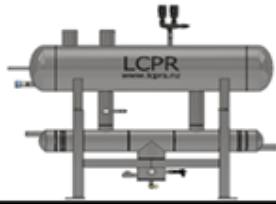
8.0 Warranty

a) Company-manufactured goods

The Company's liability for any defect, failure, loss, injury, or damage attributable directly or indirectly to goods of its manufacture is limited to repairing or replacing defective goods. This applies only where the defect appears within 12 calendar months of dispatch from the Company's works, fair wear and tear is excluded, and the goods have been properly erected, assembled, and maintained. In all cases, the Company is not liable for any consequential loss.

b) Third-party goods or components

This warranty does not apply to goods or components manufactured by another party, even if those goods or components are included in equipment covered by this quotation for those goods or components, the Company's obligation is limited to passing on to the Purchaser any remedy or restitution received from the original manufacturer.



LOW CHARGE PRESSURE RECEIVER SYSTEMS

LCPRS LIMITED

9.0 Exclusions and limitation of liability

Except as stated in this contract, all other warranties, descriptions, representations, and conditions relating to fitness for purpose, merchantability, or any other matter—whether express or implied by law, trade custom, or otherwise—are excluded. No agent or representative of the Company is authorised to make any representation, statement, warranty, condition, agreement, or give any advice except as set out here. If the Company is liable for any such matter, whether in contract, tort, law, or equity, the Purchaser may not cancel the contract, and the Company's liability is limited to the cost of repairing or replacing the goods, components, or equipment covered by this contract or \$10,000.00

10.0 Indirect Loss

Under no circumstances will the Company be liable for any indirect or consequential loss suffered by the buyer.

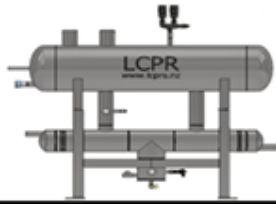
11.0 Dispute Resolution

Any dispute arising under this contract must be resolved by arbitration.

The arbitrator will be appointed by the President of the Arbitrators Institute of New Zealand Inc.

Yours sincerely,

LCPRS LIMITED



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Acceptance

Date: ____ / ____ / ____

Company: _____

Attention: _____

I have reviewed the terms offered by **LCPRS LIMITED** above, including the terms on their web Site (www.lcprs.nz), and agree to be bound by them.

Name: _____ Position: _____

Date: _____

Signature: _____

Name: _____ Position: _____

Date: _____

Signature: _____