



TERMS & CONDITIONS OF SALE

GENERAL:

ACCEPTANCE: The prices quoted herein would be on a fixed price basis subject to acceptance within ninety (90) days and confirmation by us on receipt of order.

PRICE VARIATIONS: The prices given in this quotation are those ruling at today's date and are, at the Seller's discretion, Radar Portal Systems (RPS), subject to change dependent upon fluctuation in the cost of materials, labour, currency exchange rates, duty and shipping rates occurring during the period of the contract. Should there be any variation in any of the foregoing, Radar Portal Systems reserves the right to vary prices accordingly.

GST, DUTIES, TAXES, TRANSPORT COSTS, EXCHANGE RATES:

In addition to the price payable for the Goods of these Terms and Conditions, the Buyer must pay or remit to or at the direction of the Seller any goods and services tax or value added tax levied, assessed or charged in relation to:

- (a) the Goods, or
- (b) any taxable supply by or on behalf of the Seller under these Terms and Conditions

promptly, following a request from the Seller to pay the same or otherwise at the times specified by the Seller for such payment.

The quoted prices by the Seller exclude import duties (if applicable), sales tax or any other tax imposed by any competent Government, statutory body or local government authority ("other taxes"). If any other taxes are payable (whether by the Seller or the Buyer) on the sale of any Goods, the subject of this Agreement or services provided by the Seller under this Agreement, then such taxes shall be borne by the Buyer.

The Buyer shall (unless otherwise stated in the Order or Confirmation) be responsible for financial institution charges, which the Buyer may incur in carrying out any of the financial transactions required by the Buyer as a result of the Contract. Without limiting the generality of the foregoing, such financial institution charges cover any Letter of Credit establishment fees, foreign exchange forward cover and financial institution duties.

If the price of the Goods (or any part of the Goods) is quoted in any non-Australian currency and the Seller includes in the quotation the applicable currency rate, the price shall vary and be calculated at the date of payment by reference to the fluctuations of such rate as published by the Seller's Bank, which will be nominated in the Order. If no rate is included in the quotation, the price shall vary and be calculated at the date of payment by reference to the fluctuations in such rate as from the date of the quotation and the date of payment in accordance with rates quoted by the ANZ Bank.

The cost of transport and other delivery charges (unless covered by the Quotation) shall be borne solely by the Buyer. The Seller shall arrange and effect such transport or delivery unless otherwise agreed in writing.

LIMITATION ON LIABILITY: Under no circumstances whatsoever shall RPS be liable for any special, indirect, incidental, consequential or punitive damages of any character, including but not limited to loss of use or productive facilities or equipment, lost profits, property damages, personal injuries or lost productions, whether suffered by purchaser of third party, irrespective of whether claims or actions for such damages are based upon contract, warranty negligence, strict liability or otherwise.

SERVICE PROVISION:

GPR SERVICE DELIVERY: Ground penetrating radar is based on reflections of high frequency electromagnetic pulses transmitted into the ground and reflected off geological horizons under the subsurface. Interpretation of the data can be effected by electrical properties of the subsoil (dielectrics), which is beyond the control and responsibility of RPS. In addition the detection of utilities cannot be guaranteed due to the architecture of the subsurface of the scanned area and the limitation of GPR. Calibration of the depth of features of the subsurface, are based on calibrating the system from customer supplied test trenches. RPS is not responsible for the accuracy of the depth calibration results.

Positioning and location of features of the road are limited to both the chainage measurements supplied by the customer, and the inaccuracies of commercial Global Positioning Systems. RPS will make every effort to position and flag features based on the on-board GPS, cameras, and encoder system, but RPS is not responsible for the final position of features.

DELIVERY: Unless otherwise stated, the stated delivery time of the service is estimated based on order commitments on the date of quotation. Final delivery time of the service is subject to confirmation and can be stated only when RPS is in receipt of a written order. RPS is not responsible for any loss or damage sustained by purchaser due to RPS's inability to meet specified delivery dates, accordingly under no circumstances will liability be accepted by RPS for late delivery of the service provision that is ordered. Delays beyond RPS's control shall not be grounds for cancellation of order.

TERMS OF PAYMENT: Full payment of the invoice is to be made within 30 days of the invoice date.

EQUIPMENT & PARTS SUPPLY:

TERMS OF PAYMENT: 40% deposit with order, balance prior to delivery, payable when the machine has been run and completed in our works. The buyer

must pay the agreed sums on the due date(s) without any deductions whatsoever, and is not entitled to withhold payment of any part thereof. Any equipment or part remains the property of Radar Portal Systems (RPS) until final payment is made. Radar Portal Systems reserves the right to charge interest on outstanding overdue balance at current bank overdraft, interest rates. For overseas buyers the terms are 40% deposit with order, balance irrevocable letter of credit.

DELIVERY: Unless otherwise stated, the stated delivery time is an estimated delivery time ex works Brisbane based on order commitments on the date of quotation. Final delivery time is subject to confirmation and can be stated only when RPS is in receipt of a written order, deposit, signed customer machine and product layout, materials necessary for pre-delivery testing and invoicing. RPS is not responsible for any loss or damage sustained by purchaser due to RPS's inability to meet specified delivery date, accordingly under no circumstances will liability be accepted by RPS for late delivery of the goods ordered. Delays beyond RPS's control shall not be grounds for cancellation of order.

FREIGHT & PACKING COSTS: Our prices quoted are ex works Brisbane, Queensland, and do not include cartage and packing costs.

INSTALLATION: RPS prices for equipment, parts and accessories do not include an allowance for installation, commissioning or final on-site adjustment. Installation and start-up service performed by RPS is chargeable as a separate item and can be included in our quotation if required.

INTERFACE: (Where applicable) Prices quoted do not include interfacing to external computers or related devices. When requested, an interface description will be supplied. If any additional work or a consulting visit is requested, this and related travel, accommodation costs etc., will be charged to the customer's account at RPS's current rate for this type of work.

CHANGES: RPS reserves the right to alter designs, incorporate improvements as required to ensure proper operation of all equipment, parts and accessories ordered. Changes requested by the customer, once the work is in progress, are subject to additional charge for reasonable costs and expenses incurred as a result of such changes and for work and materials required to effect the changes.

GUARANTEE: All parts and assemblies manufactured by RPS are guaranteed for defective workmanship for a period of twelve months from date of shipment, maximum 1050 hours operating time. RPS reserves the right to repair or replace faulty parts, as it deems suitable on CIP RPS works basis. Parts replaced on warranty basis must be returned to RPS, freight prepaid.

RPS covers labour to replace items under warranty for 60 days from date of installation, however travel time and travel expenses are to the account of the customer.

Parts found defective due to modification, abuse or neglect are void of any guarantee.

EXCEPTIONS: Equipment, accessories and parts supplied by RPS manufactured by independent suppliers are guaranteed according to the standard Terms & Conditions of the guarantees of the original equipment manufacturer.

CANCELLATION & MODIFICATION: RPS shall not be responsible for delay or changes in shipment schedules or failure to deliver caused by accident, fires, floods, earthquakes, labour disputes, Government regulation, shortage of materials, embargoes, insurrection, riot, civil commotion, or Acts of God, or any cause or contingency beyond its control.

TERMS OF DELIVERY: Terms of Delivery of this agreement are defined in terms of ICC INCOTERMS 2000.

CANCELLATION OF ANY ORDER PLACED WITH RPS can be made only upon payment of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by RPS. Equipment, parts or accessories previously delivered to the customer can only be returned after prior arrangements with RPS and may be subject to a restocking charge of a minimum 20%.

DAMAGE CLAIMS: Great care is taken in packing all machines, parts and accessories. After RPS has been given "in good order" receipt by the transport company, we cannot be held responsible for damage that occurs in transit. All claims for breakage or damage whether concealed or obvious must be made to the carrier as soon as possible after receipt of the shipment. RPS will render all possible assistance to secure satisfactory adjustment of such damage claims.

SPECIFICATIONS & DRAWINGS and all other descriptive material supplied by RPS are subject to copyright protection and are not to be reproduced in all or in part without the written consent of RPS.

ENTIRE AGREEMENT: This agreement contains the full and complete understanding between purchaser and RPS and supersedes all prior agreements and understanding, either written or oral, and cannot be modified except by a written instrument signed by both.

CHOICE OF LAW: This agreement shall be governed by and construed in accordance with the laws of the State of Queensland.