Terms and Conditions of Sale of Rimex Metals Australia Pty Ltd ("Rimex").

1. General:
All contracts for the supply of goods by Rimex will be subject to the following conditions to the exclusion of any addition, modification or variation except any addition, modification or variation that is agreed in writing by a director of Rimex or other authorised personnel.

2. Duration of Quotations:
(a) No quotation(s) shall be binding on Rimex unless made in writing.
(b) Written quotations are valid for acceptance within 30 days from the date of the quotation.
(c) No delay in the receipt of any quotation given by Rimex shall entitle the customer to extend the period of quotation.
(d) Rimex may, in writing, vary the time for acceptance of any quotation.
(e) Rimex shall not be liable for any loss, damage, loss of profit or any cost or expense that a customer may realise or be deemed to incur by reason of Rimex varying the time for acceptance of a quotation.

3. Prices:
Rimex reserves the right to vary a quoted price:
(a) to conform to its prices for similar goods at the date of dispatch. In the case of goods to be delivered by instalments Rimex may, with notice to the customer, vary the quoted price in accordance with this clause at the time of dispatch of each instalment.
(b) to take account of changes in alloy surcharges, labour, material and other costs and expenses arising between the dates of quotation and delivery.
(c) if an alteration is made to an order upon which a quotation was made.
(d) should the customer delay taking delivery of goods due to circumstances beyond the control of Rimex.

4. Delivery Date:
(a) While Rimex will use its best endeavours to keep to promised delivery dates they are approximate only and no guarantee or warranty can be given. Time(s) and date(s) for delivery shall not be of the essence unless agreed to by Rimex in writing. Rimex accepts no liability for any loss, damage or loss of profit resulting in delay in completion of works or delivery of the goods howsoever caused, nor shall any delay entitle the customer to cancel an order or not to accept delivery or withhold all or any part of the purchase price.
(b) In the event of Rimex employing an agent or subcontractor to carry out the order or any part thereof Rimex will not be liable to the customer for any loss, damage or loss of profit arising from such delay or default and nor shall any delay or default entitle the customer to cancel any order or to refuse to accept delivery or withhold all or any part of the purchase price.
(c) The customer shall take delivery of the goods promptly upon the delivery date(s) agreed between Rimex and the customer or as soon thereafter as the customer is notified by Rimex that the goods are available for delivery. If for any reason the customer fails to take delivery, fails to call off or otherwise causes or requests a delay in delivery then without prejudice to any other right or remedy available to it, Rimex may:
(i) increase the price to account for additional expenses by the sum of $25 per item per day plus GST plus insurance costs;
(ii) store the goods until delivery is made and charge the customer for the reasonable costs of storage including insurance; and/or
(ii) sell the goods to a third party without any liability to the customer except to return to the customer the purchase price for the goods if pre-paid by the customer.

5. Insurance in Transit:
Rimex will not insure any goods in transit unless requested to do so by the customer and this is agreed in writing.

6. Payment:
(a) Unless otherwise agreed by Rimex all prices are quoted net of delivery 'ex Works' and the customer shall pay all moneys due under issued invoices in the currency invoiced by Rimex.
(b) Where credit terms are established payment shall be made pursuant to the terms of agreement made between Rimex and the customer which unless stated to the contrary in writing shall be 30 days after the end of month of the date of invoice.
(c) The time of payment of the price shall be of the essence. If the customer fails to make payment in full on the due date Rimex shall be entitled to charge interest at the rate of 10 per cent per annum over the base lending rate of the Commonwealth Bank of Australia on all outstanding balances and accounts such interest to accrue day to day from the date the account became due to the date of actual payment thereof whether before or after any relevant court judgment.
(d) In the case of any default or delay in payment by the customer then the whole of any balance outstanding shall become immediately due and payable and any credit facilities may be withdrawn.

7. Delivery, Inspection and Complaints
(a) The Customer shall examine the Goods upon delivery and satisfy itself that they conform to Contract. A claim that Goods are not in accordance with the Contract will not be accepted by the Seller unless notice in writing, specifying the alleged default, is given to Rimex within 7 days of delivery of the Goods.
(b) Failure to notify Rimex of the non-delivery of the Goods, or any of them, within 7 days of the due date for delivery will release Rimex from liability for claims for non-delivery.
(c) Any Goods considered to be damaged or defective (together with their packaging materials) shall be retained by the Buyer intact as delivered for a period of twenty one days from notification of the claim to Rimex, within which time Rimex or its agents shall have the right to investigate the complaint and examine the Goods and, if possible, to remedy any defect. Any breach of this condition will release Rimex from any liability for Goods which are alleged not to conform to Contract
(d) If Rimex agrees with the Customer that the Goods are damaged or defective and that it is not possible to remedy any defect then Rimex shall, at its sole option, replace the Goods or credit the Customer accordingly.
(e) The Customer shall have no liability to Rimex in respect of damaged or defective Goods (and the Buyer shall be required to pay the full contract price) where:
(i) Any claim made by the Customer is not in accordance with these Conditions;
(ii) Damage has been sustained after delivery of the Goods to the Customer, or its agents;
(iii) defects are caused by installation, operation or maintenance carried out other than in accordance with any instructions supplied orally or in writing with the Goods or by wear and tear, accident or misuse, improper operation or neglect or if any adjustment, alteration or other work has been performed on the Goods by any person other than Rimex or its employees or agents; or

(iv) a receipt has been obtained by Rimex, duly signed by the Customer or one of its employees or agents, confirming that the Goods have been delivered in a satisfactory condition.

8. Limitation of Company's Liability:

(a) These Terms and Conditions of sale do not exclude, restrict or modify the application of any applicable laws of the Commonwealth, State or Territory which cannot be excluded, restricted or modified.

(b) Rimex shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;

(c) Rimex shall under no circumstances whatever be liable for the fitness of the product for the building or purpose concerned which shall be the responsibility of the Customer, their contractor, architect, quantity surveyor or other professional advisor; and

(d) Rimex's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the goods.

9. Customer's Insolvency:

If the customer commits an act of bankruptcy or becomes insolvent or makes any arrangements with its creditors or being a company is placed in liquidation or suffers a receiver and/or administrator to be appointed, Rimex may without liability or notice and without prejudice to any other rights determine all or any contract with the customer and the customer will bear all and any loss or damage incurred by Rimex resulting from a resale of the goods comprised in such contract determined as aforesaid.

10. Cancellation:

(a) Orders for goods placed by the customer and accepted by Rimex (whether orally or in writing) cannot be cancelled except with Rimex's written agreement. Orders for goods that Rimex is unable to cancel on its suppliers shall be paid for in full by the Customer and charges may apply.

(b) If a Customer cancels or alters (with the prior written agreement of the Company) an order or any part of any order after Rimex has accepted the order, Rimex may invoice the Customer as a debt due for all costs and expenses reasonably incurred by Rimex in relation to the order and its cancellation or alteration including the cost of any materials, labour, tooling or transport.

(c) Rimex does not accept returned Goods. However, it may in its absolute discretion accept the return of Goods in special circumstances with the prior written approval of a duly authorised representative of the Company. Goods returned for credit pursuant to this clause will be subject to a handling and administration charge equivalent to 15% of the invoiced value of the returned Goods. Return freight and other expenses must be paid for by the Customer.

11. Quantities and Weights:

Unless Rimex is notified within seven days of the receipt of goods of an error in finish, quantity, weight etc. the order shall be deemed complete and correct.

12. Title and Property:

(a) No property in the goods or any of them shall pass from Rimex to the customer while the goods are in the possession and control of Rimex, its agents and subcontractors or any person, firm or company employed by Rimex.

(b) The risk in the goods shall pass from Rimex to the customer upon delivery or collection of such goods to the customer as is agreed with each contract. Notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the customer until Rimex has received payment in full for all goods delivered under this and all other contracts between Rimex and the customer for which payment of the full price of the goods has not been paid. Payment of the full price of the goods shall include the amount of interest or other sum(s) payable under the terms of this and all other contracts between Rimex and the customer under which the goods were delivered.

(c) The customer hereby grants Rimex, its agents and its employees an irrevocable license to enter any premises where the goods are stored in order to repossess them or to inspect them at any time.

(d) Where goods are to be delivered by instalment each delivery shall be treated as a separate contract provided always that Rimex may withhold deliveries or further installments until earlier deliveries have been paid for in full.

13. Customer's Property:

(a) All property belonging to the customer (including any raw materials) received by Rimex whether for incorporation in the goods or otherwise will be held by Rimex at the customer's risk as regards loss or damage or incorrect usage and the customer will indemnify and keep Rimex indemnified against any claim for loss, injury, damage, costs or otherwise caused by the said customers property to any person, vehicle or property including but without limitation machinery used by Rimex in the course of its business save where any loss injury or damage shall arise directly from negligence by Rimex, its servants, agents or licensees.

(b) Such goods are to be insurance responsibility of the customer while at Rimex's premises.

(c) Where Rimex delivers goods to the Customer, Rimex is not responsible for goods that are damaged physically or by weather including rain once removed from the transport vehicle.

14. Packing Materials:

(a) Packing cases and all materials used by Rimex will be charged for unless agreed otherwise. Rimex will not accept the return of packing cases unless this is agreed with an authorised representative of the company.

(b) Rimex will supply material in appropriate sized pallets, suitably strapped for shipping by truck, sea or air as agreed with the customer.

(c) Specific packing requirements must be notified in advance and may be charged at additional rates. Standard packing cases used by Rimex are not required to be waterproof.

15. Delivery outside Australia:

(a) In the event of the customer requiring Rimex to deliver goods outside the Australia, Rimex will invoice the customer for the total cost and expense incurred including, but not limited to, all packing costs, transportation costs, port fees, customs duties and insurance and the customer shall repay such costs incurred by Rimex immediately upon receipt of the invoice notwithstanding Clause 6 hereof and if deemed necessary Rimex shall be entitled to require the customer to pay such costs prior to dispatch.

(b) If Rimex agrees to deliver goods on a C.I.F., F.O.B. or in some manner other than an 'ex Works' basis then the customer shall reimburse all expenses incurred by Rimex on the customer's behalf. All risk in the goods shall pass to the customer when they are loaded onto transport at Rimex's premises (or if loaded on transport belonging to Rimex, as soon as the goods pass into the custody of

a person other than Rimex). Rimex accepts no liability whatsoever for any mistakes or errors in the shipping arrangements made by it on behalf of the customer.
(c) Rimex has no control over delays caused by customs authorities or shipping companies contracted and allowances should always be made by the customer for delays in delivery. Rimex is not responsible for costs incurred by the customer due to late delivery of goods.
(d) Unless otherwise expressly stated in the Contract, the Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the goods as are required from time to time and, if required by Rimex, the Customer shall make those licences and consents available to Rimex prior to the relevant shipment.

16. Customer Collection of Goods:

(a) For safety reasons and to prevent damage to goods during transport, the collection of goods by the Customer from Rimex's premises should be by a suitable side-loading vehicle. Rimex may refuse to load any vehicle that is not a side-loading vehicle and Rimex is not responsible for any costs incurred to the Customer including if a replacement vehicle has to be organised.
(b) Should Rimex load goods onto a vehicle that is not a side-loading the Customer risks damaging the goods in transport. Rimex will not accept any claims for goods damaged in such circumstances even if the goods are faulty in some other way.

17. Force Majeure:

If at any time Rimex shall be hindered or prevented from making or delivering the goods by reason of strikes or other labour disputes, fire, war, accidents, governmental action or any other cause beyond its control, Rimex may at any time during the continuance of such hindrance or prevention by notice to the customer determine any contract between the parties without incurring any liability for damages to the customer by reason of such termination.

18. Tolerances:

Unless the customer specifies in writing in its order any particular tolerance requirement and supplies all necessary detail and these are accepted in writing by Rimex, the goods will be supplied in accordance with Rimex's standard tolerances which are available upon request and at www.rimexmetals.com.au

19. Credit and Dealing:

(a) Rimex may at its discretion and without providing any reason refuse to give credit or limit the amount of credit to any customer. Rimex reserves the right to refuse to transact business with any person, firm or company.
(b) Orders will not be available for collection or shipping without authorization from the credit control department at Rimex. All credit references and terms of payment should be complied with so that delays are avoided.

20. Promotional Materials:

All data, images, drawings, descriptions and other information furnished by Rimex including verbal information and in or on its website, catalogues, brochures, CD's, pamphlets, price lists or other documents or other promotional media are intended to be as accurate as possible but are given for general information only and are not binding on Rimex in respect of a particular order. All information, unless stated otherwise, is subject to reasonable variations. Rimex does not accept responsibility for errors or for information which is found to be misleading. Before using products supplied or manufactured by Rimex the customer should satisfy itself of their suitability for any required purpose.

21. Samples:

(a) Samples supplied by Rimex are for promotional purposes only and are not to be used as control materials for goods supplied.
(b) If control samples are required for a specific order, for these to be applicable Rimex must be notified in advance and have accepted this requirement in writing.

22. Cleaning:

To maintain its appearance and longevity all material supplied by Rimex should be cleaned routinely using methods and cleaning media appropriate to the finish and metal used. For further information consult Rimex.

23. Protective Tape:

(a) Unless ordered to the contrary all material is coated with standard commercial protective tape.
(b) No warranty is provided by Rimex as to the suitability of coating used. Data sheets are available upon request.
(c) If a warranty is required the customer should deal direct with a protective tape supplier and notify Rimex of the coating to be used. The use of non-standard protective tape might be an additional cost to previously quoted prices.
(d) Protective tape should be removed as soon as practical and should not be exposed to environments, direct sunlight and temperatures that might cause delamination of adhesive on the coating. The customer is always advised to seek information from the coating manufacturer. Rimex cannot provide information or warranties in respect of protective tape.

24. Batch Ordering:

(a) Material used by Rimex in its manufacturing processes can differ in tone and appearance. This is the nature of metals such as stainless steel, aluminium and other alloys.
(b) Rimex is not responsible for any inconsistency of finish in material supplied unless it is notified of, and agrees to, such a requirement on accepting an order.
(c) Batch ordering is always advised to assist the consistency of finish. Raw material should be ordered at the same time from the same batch from the same supplier. However, Rimex cannot guarantee that the manufacturing mill will provide material from the same cast, or that that material will match if supplied from different batches.

25. ColourTex® Coloured Stainless Steel:

(a) The standard colours of ColourTex® stainless steel are black, blue, bronze, charcoal, gold, green and red.
(b) Interim colours are available. These are champagne, rosy gold and purple. The interim colours can be difficult to manufacture to a tight range and a wider range of colour parameter is usually required for orders for these interim colours.
(c) The nature of coloured stainless steel is that colour may vary in different lighting conditions and between batches of stainless steel and production runs and it is often necessary to agree control samples prior to manufacture. It is a metameric product.
(d) On larger orders it is advisable to agree control samples to define an agreeable colour range prior to the placing of an order. Unless control samples are agreed Rimex is not responsible for differences in tone and appearance of the ColourTex® product.
(e) Due to the nature of the manufacturing process all ColourTex® products will be supplied with holes approximately 5mm in diameter that run down the length of one side of each sheet every 1,000mm.
(f) The colouring process can leave streaking in the ColourTex® products and in particular with coloured Granex™ finishes. Rimex will reduce these to a minimum, however, this is deemed acceptable and within the manufacturing parameter of the product. In such

circumstances these minor defects are inherent within the raw material or the manufacturing process and are unavoidable, are commercially viable as supplied and cannot be rejected.
(g) It is not always possible to match colour parameters to different gauges and Rimex cannot be held responsible where this occurs. In such circumstances the difference in colour cannot be avoided and the materials are viable as supplied and cannot be rejected.
(h) The standard ColourTex® product range is 0.55mm to 1.5mm. Gauges under 0.55mm and over 1.5mm are possible but the quality of raw material tends to deteriorate and consequently the surface finish can contain minor defects. In such circumstances these minor defects are inherent within the raw material and are unavoidable and are commercially viable as supplied and cannot be rejected.
(i) As a part of the manufacturing process for satin colour and AISI 316 / EN 1.4401 materials it can be necessary to electro-polish materials. When materials are electro-polished there are grip marks on one side of the material approximately 70mm in length and 15mm in depth.
(j) Samples issued for promotional purposes are not acceptable as control samples.

26. Granex™ Bead Blast product:

(a) The nature of Granex™ product is that the tone may vary between different sheets and batches of raw material. Unless control samples are agreed Rimex is not responsible for differences in tone and appearance of the Granex™ product.

(b) The Granex™ product can be supplied with minor defects which are present in the raw material. This is the nature of the finish.

Granex™ M1A is Rimex's standard product. Granex™ M1B is manufactured on a 2B stainless steel sub-strate and can contain a higher level of blemishes and defects in the base raw material than the Granex™ M1A finish which the manufacturing mills deem commercially acceptable. These will not always be hidden or removed by the application of the Granex™ M1B finish and in such circumstances these minor defects are inherent within the raw material or the manufacturing process and are unavoidable, are commercially viable as supplied and cannot be rejected.

27. MetalArt™ product:

(a) Standard MetalArt™ finishes are supplied with a bead blast finish.

(b) Rimex is not responsible for any materials that are supplied with defects caused by erroneous artwork or drawings that are supplied by the customer.

28. VorTex™ multi-directional polish:.

(a) The nature of the VorTex™ product is that the tone may vary between different sheets and batches of raw material. Unless control samples are agreed Rimex is not responsible for differences in tone and appearance of the VorTex™ product.

(b) The VorTex™ product can be supplied with minor defects which are present in the raw material. This is the nature of the finish.

VorTex™ BS Soft is Rimex's standard product. VorTex™ DS Soft is manufactured on a 2B stainless steel sub-strate and can contain a higher level of blemishes and defects in the base raw material which the manufacturing mills deem commercially acceptable. These will not always be hidden or removed by the application of the VorTex™ DS Soft finish and in such circumstances these minor defects are inherent within the raw material or the manufacturing process and are unavoidable, are commercially viable as supplied and cannot be rejected.

29. Manufacturing Marks:

Materials can be supplied with minor manufacturing marks. These are caused either by material having to undergo additional processes or they are present in the raw material as supplied. These will be kept to a minimum at all times. In such circumstances these minor defects are inherent within the raw material or the manufacturing process and are unavoidable, are commercially viable as supplied and cannot be rejected.

30. 2B Stainless Steel:

2B stainless steel can be supplied with minor defects which are present in commercial quality raw material as supplied to Rimex. This is the nature of 2B stainless steel. In such circumstances these minor defects are inherent within the raw material and are unavoidable and the product is commercially viable as supplied and cannot be rejected. This is particularly relevant to Granex™ M1B and VorTex™ DS Soft which use 2B stainless steel. See 26 and 28 above.

31. Pattern Definition:

Pattern definition will change with thicker gauges and can differ to issued samples. Pattern definition can also vary with different batch materials and with separate orders. The pattern definition can fall outside definition and registration requirements for gauges thicker than 1.5mm.

32. Trade Names:

Rimex owns several trade names which include, but are not limited to OneTex®, VorTex™, 7GM®, ColourTex®, DesignScape™, Granex™, MaxiSlide™, MetalArt™, MetroGuard™, RigiTube®, Rimex® and TreadTex® and the Rimex® logo. These are the property of Rimex and are not to be used without the prior written approval of a director of Rimex, and when used with permission are expressly stated to be owned by Rimex.

33. Applicable Law:

(a)The terms of any contract to which these conditions relate shall in all respects be construed and operate in conformity with the Laws of New South Wales and the Courts shall have non-exclusive jurisdiction in connection with this document.
(b) The Sale of Goods (Vienna Convention) Act 1986 (New South Wales)(and any other similar legislation relating to the Vienna Convention in other States or Territories) does not apply to the Terms and Conditions and Contract
(c) The Customer agrees that service of any notices or Court documents may be effected by sending them by pre-paid post or facsimile to the last known address of the Customer.

Date: 2013.