

MTI GROUP PTY LTD

STANDARD TERMS AND CONDITIONS OF TRADE

1. AGREEMENT

These Terms, together with: (a) any Trade Application You completed and submitted to MTi Group; (b) any Guarantee(s) You completed and submitted to MTi Group; (c) each Quotation provided to You by MTi Group, whether signed or not; and (d) any special terms specific to the Quotation You have received from MTi Group and any other work authorisation or other forms make up the agreement (the "Agreement") between You and MTi Group.

It is important that You read and understand all of the terms and conditions of the Agreement. If You have any questions please ask MTi Group.

2. DEFINITIONS

"90-day Bank Bill Swap Rate" means the rate compiled from time to time by the Australian Financial Markets Association.

"Consequential Loss" means any indirect or consequential loss or damage however caused including, (a) loss of (or anticipated loss of) use, production, revenue, income, profits, business and savings or business interruption whether or not the indirect or consequential loss or damage was foreseeable or foreseen; and (b) any liability of a person or any other person, or any claim brought against the person by any other person, and any other costs or expenses in connection with the liability or claim.

"Environmental Laws" means any statute, regulations or other laws made or issued by a regulatory body or government regulating the environment including without limitation the use or protection of the environment.

"Equipment" means any of MTi Group's equipment, plant, goods or other accessories supplied or used by You under this Agreement.

"Guarantee" means any guarantee required in the Quotation.

"GST" means goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"Price" means price payable by You under this Agreement as specified in the Quotation, MTi Group invoices or as otherwise determined by MTi Group.

"Quotation" means the document provided by MTi Group to You which defines the Quotation and offer, including but not limited to the Services and it includes any purchase order issued by You.

"Regulatory Authority" means any public authority or government agency responsible for regulating the performance of the works that are the subject of the Quotation.

"Services" means all services and Equipment that MTi Group provide to You under this Agreement.

"Trade Account" means You have properly completed and submitted a Trade Application to MTi Group and MTi Group has approved You for an account with MTi Group.

"MTi Group" means MTi Group Pty Ltd (ACN 137 112 326) a Company registered in Australia of 37 Competition Way, Wangara, WA 6065, Australia.

"You/Your" refers to the person, firm, organisation, partnership, corporation, trust or other entity engaging MTi Group to provide Services to You, as named in the Trade Application or the Quotation (where You do not hold a Trade

Account). The reference to "You" includes any employees, agents and contractors.

3. MTI GROUP COMMITMENT

MTi Group agree to carry out the Services for You according to the Quotation to a reasonable standard.

4. FAIR TRADING

Nothing in this Agreement is intended to have the effect of seeking to contract out of any applicable provisions of The Commonwealth Trade Practices Act 1974 and Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

5. ACCEPTANCE AND CHARGES

5.1 Any instructions received by MTi Group from You whether written or verbal for the supply of the Services shall constitute the acceptance of the terms of this Agreement.

5.2 Your liability to MTi Group under this Agreement shall be joint and several if You constitutes more than one contracting party to this Agreement.

5.3 The terms of this Agreement override and take priority over all earlier dealings between You and MTi Group, the terms of any purchase order placed by You or any other conditions that You seek to incorporate into any agreement between You and MTi Group.

5.4 You agree that the Terms of this Agreement cannot be excluded or overridden except by the signed and written authority of one of MTi Group's Directors that is clearly marked to be a variation to this Agreement.

6. CHARGES

6.1 You agree to pay the Price to MTi Group.

6.2 In addition to Price, You agree that You will be required to pay: (a) if You require MTi Group to deliver or collect Equipment, the cost of delivery or collection; (b) any stamp duty or GST arising out of this Agreement; (c) if You request site instruction or training relating to the provision of the Services, the cost these services at rates agreed with MTi Group.

6.3 MTi Group reserves the right to change the Price of a Quotation in the event of any unforeseen circumstances including (without limitation) any additional taxation, duty, levy, charge or other impost that is imposed on MTi Group's services by a Regulatory Authority or any other person.

7. PAYMENT

7.1 You must pay all fees, charges and costs that become due and payable under this Agreement in advance of the provision of the Services unless MTi Group agrees otherwise and if MTi Group agrees otherwise all fees, charges and costs that become due and payable under this Agreement shall be paid by You the within 14 days of the date of the invoice unless otherwise agreed.

7.2 Payment of the Price that is due and payable shall occur when the entire amount of the Price that is due has been paid by You to MTi Group and MTi Group have received cleared funds in MTi Group's bank account.

7.3 The value of Services performed shall include the reasonable value of authorised variations.

7.4 If You do not pay the invoice in full by the payment due date, MTi Group reserves the right to charge, in addition to any other costs recoverable under this Agreement: (a)

MTI GROUP PTY LTD
STANDARD TERMS AND CONDITIONS OF TRADE

interest, calculated monthly, on the total outstanding balance. The interest rate used to calculate the interest payable for the month is the 90-day Bank Bill Swap Rate published on the first business day of that month plus 2%; and (b) any costs and expenses (including any commission payable) incurred by MTi Group in recovering any unpaid amounts under this Agreement before and after the commencement of proceedings on a full indemnity basis.

8. YOUR OBLIGATIONS

8.1 You must not allow nor authorise any other person or entity to take possession of MTi Group's Equipment used to provide the Services at any time.

8.2 When MTi Group are carrying out the Services, You and Your employees, agents and contractors must:

- (a) operate in strict accordance with all laws;
- (b) ensure persons are suitably trained;
- (c) wear suitable clothing and protective equipment when MTi Group are carrying out the Services as required or recommended by MTi Group;
- (d) ensure that no persons are under the influence of drugs or alcohol;
- (e) ensure that no persons carry prohibited or dangerous substances in or around where MTi Group carry out the Services; and
- (f) display all safety signs and instructions (as required by law).

8.3 You will allow MTi Group to enter Your premises and inspect the equipment during the provision of MTi Group Services.

8.4 Delivery of the Equipment shall take place when:

- (a) You take possession of the Equipment at MTi Group premises; or
- (b) You take possession of the Equipment at Your nominated address.

8.5 You shall make all arrangements necessary to take delivery of Equipment (whether as a whole or in a number of part deliveries) whenever You are notified by MTi Group that it is ready for delivery. In the event that You are unable to take delivery of the Equipment as arranged, MTi Group shall be entitled to charge a reasonable fee for MTi Group's attempted delivery.

9. TITLE

9.1 You acknowledge that MTi Group own any Equipment used in the provision of MTi Group Services and in all circumstances MTi Group retain title to the Equipment (even if You go into liquidation or become bankrupt).

9.2 You are not entitled to offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security interest over, or otherwise deal with MTi Group equipment hired or loaned to You in any way.

9.3 In no circumstances will any of MTi Group Equipment be deemed to be a fixture.

10. INDEMNITY

10.1 You will indemnify MTi Group on an actual indemnity basis absolutely against all losses (including but not limited to Consequential Loss), damages, claims, demands, suits, actions, proceedings, orders or judgments whatsoever

arising out of or in respect of the provision of the Services by MTi Group for You.

10.2 The existence of any alternative means available to MTi Group to obtain the payment of the moneys due or to enforce the due and punctual observance and performance of this indemnity shall not operate to vary, affect or modify all or any one or more of Your obligations or covenants expressed herein. Any extension of time, or other indulgence granted to You, any person or company by MTi Group does not vary, affect or modify any of Your obligations so expressed herein.

10.3 Any written account stated by MTi Group is prima facie evidence of the balance of the amount then appearing due to MTi Group by You under this indemnity.

11. RECOVERY AND LIEN

11.1 If You are in breach of the Agreement or if the Agreement has been terminated MTi Group may take all steps necessary (including legal action) to recover MTi Group's Equipment, including entering Your premises to do so. Upon receiving written notice from MTi Group, You expressly consent to MTi Group entering Your premises for the purposes of recovering MTi Group's Equipment.

11.2 All goods or items (without limitation) belonging to You shall be subject to a particular and general lien for moneys due in respect of any Services performed by MTi Group for You.

11.3 If any moneys due to MTi Group are not paid within one calendar month after written notice has been given in writing to You that such goods or items are detained, they may be sold by auction or otherwise at MTi Group's sole discretion and at Your expense and the proceeds applied in or towards satisfaction of such particular and general lien.

12. EXCLUSION OF LIABILITY

12.1 Notwithstanding anything to contrary in the Agreement (a) MTi Group will not be liable to You, or any third party, for any loss or damage (including but not limited to Consequential Loss) howsoever caused in the provision of the Services; and

(b) MTi Group's liability under or in connection with the Agreement is limited an amount equal to the cost of Services actually provided.

12.2 If any event arises which is likely to lead to any dispute or claim, You must notify MTi Group in writing of the same within fourteen (14) days of the event. If You shall fail to comply with this provision then all Services provided by MTi Group shall be deemed to have been provided in accordance with this Agreement and free from any disputes or claims.

12.3 This Agreement does not seek to exclude liability for matters for which liability cannot be excluded under Australian legislation.

13. INSPECTION OF GOODS, RETURN, WARRANTY ETC.

13.1 You must inspect Equipment delivered by MTi Group upon receipt and advise MTi Group of any faults or shortages within 48 hours of delivery.

13.2 If inspection of our Equipment upon receipt is not possible You must note on the carrier's receipt that inspection of the Equipment has not taken place and in these circumstances you must advise MTi Group of any faults or shortages within 72 hours of delivery.

MTI GROUP PTY LTD

STANDARD TERMS AND CONDITIONS OF TRADE

13.3 In the unlikely event that any of our Equipment comprising "Solo Blastbags" are faulty we will replace each faulty Solo Blastbag with two replacements at no further cost to You. This warranty is subject to the Solo Blastbags being used for the correct purpose and in accordance with MTi Group's instructions.

13.4 If MTi Group provide written advice to You that its Equipment can be used for a specific purpose and MTi Group and You agree within 30 days of delivery of the Equipment to You that the Equipment cannot be so used, MTi Group will agree to refund (after deducting any freight costs) the cost of all Equipment that has not been used and can be returned in the same condition that it was supplied to You.

13.5 You agree that MTi Group is not responsible for determining the fitness for a particular purpose of the Services (and any goods forming part of the Services) unless MTi Group has stated in writing in advance of a contract for the provision of Services that the Services are fit for a particular purpose. You agree that You are responsible for determining the type of Services that You require.

14. GOVERNING LAW

The Agreement is governed by the laws of the State of Western Australia and each party submits to the non-exclusive jurisdiction of the courts of that Western Australia.

15. ENTIRE AGREEMENT

The Agreement as defined, comprises the entire agreement between the parties. No additional terms and conditions (including any terms contained in any purchase order) apply to the provision of the Services unless they are specifically agreed in writing by the parties and they are stated to be a written variation to this Agreement.

16. ACTS OF GOD

16.1 (a) MTi Group will not be responsible for any delays in delivery, installation or collection of Equipment or the provision of MTi Group's Services due to causes beyond MTi Group's control including but not limited to acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.

(b) Curing the Agreement no weather or natural disaster will warrant a stand down period unless expressly agreed to by both parties as defined in the Quotation.

17. TIME IS OF THE ESSENCE

Time is of the essence for all provisions of this Agreement including the payment of the Price.

18. DISPUTE RESOLUTION

Resolution of disputes

Unless otherwise expressly stipulated in this Agreement, a party must not commence court proceedings (except proceedings seeking urgent interlocutory relief) in respect of any dispute under the Agreement unless it has complied with the remainder of this clause 18.

Notice of dispute

If a party considers that a dispute exists in connection with the Agreement, that party may give the other party written notice detailing the nature of the dispute (Notice of Dispute).

Mediation

If 15 business days after a Notice of Dispute is issued, the parties have not resolved the dispute or agreed an alternative means of resolving the dispute, then either party may commence mediation by giving notice to the other party but either party may end the process of mediation at any time by written notice.

19. MISCELLANEOUS PROVISIONS

Assignment

The rights and obligations of each party under this Agreement may only be assigned with the prior written permission of the other party.

No Partnership or Agency

Nothing in this Agreement is intended to create a partnership between the parties. MTi Group shall act as an independent contractor to You and not as an agent or representative of You in performing MTi Group's obligations under this Agreement. You acknowledge that neither You nor any of Your staff has any authority to bind MTi Group.

Non-waiver

A waiver of any provision of or right under the Agreement must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in the written waiver.

Notices

Any notice, demand, consent or other communication given or made under this Contract must be in writing, clearly readable, signed by the party giving or making it (or signed on behalf of that party by its authorised representative).

Amendment

The Agreement may be altered only in writing signed by both parties.

Severability

If any provision contained in the Agreement is void, illegal or unenforceable, that provision is severable from the Agreement and the remainder of the Agreement has full force and effect.