



LINTEK PTY LTD

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Terms and Conditions of Trade

1. Definitions and Interpretation

Lintek - Lintek Pty Ltd.

Customer - Person(s) or organisation named as the applicant on the credit application form, Purchase Order or to whom goods are delivered, its successors and assigns.

Goods - Product supplied by Lintek to the Customer under these Terms and Conditions.

2. Acceptance

The Customer shall accept the delivery of Goods notwithstanding the delivery of the Goods or part thereof or any failure by Lintek to deliver by the quoted date.

Lintek shall not be liable for any loss or damage, for failure to deliver as per the quoted date.

Charges for the 'Fast turn' delivery of Goods will not be charged, should the delivery date not be met.

3. Payment

Payment terms are strictly in accordance with the terms and conditions within the customer agreement.

Customers without an approved credit agreement are required to pay the invoiced amount prior to the delivery of Goods.

All invoices will be generated in accordance with the accepted purchase order.

Lintek reserve the right to adjust the unit price if there are changes in the exchange rate fluctuations greater than 5%.

4. Default Payment

Should the Customer fail to pay any amount when due, regardless of the reason, then at the election of Lintek, the full amount owing by the Customer for all amounts whether or not due, shall immediately become due, owing and payable. Lintek may then claim any damages suffered as a consequence and may cancel the Contract for the supply of Goods.

4. Title

Notwithstanding the delivery of the Goods or part thereof and regardless of whether the Customer uses the Goods, the Goods shall remain the absolute property of Lintek until payment is made in full.

5. Risk

Risk in the Goods shall pass to the Customer at the time when the Goods leave Lintek's possession or premises, which is to effect delivery from Lintek, irrespective of whether Lintek or the Customer is responsible for delivery of the Goods.

7. Warranty

Liability of returned Goods will be limited to the refund or issue of a credit note for the purchase price paid for the Goods, replacement or repair/rework of the Goods, provided the following conditions:

(a) Within twelve (12) months from delivery,

(b) Goods have not been modified, varied or changed by any person or party other than Lintek or one assigned by Lintek,

(c) Goods have been properly transported, stored, handled, no evidence of neglect or unauthorised repairs to the Goods.

8. Cancellation

Should the Customer cancel a Contract for the supply of Goods, Lintek will be entitled to costs which have accrued until the date of cancellation. For printed circuit boards, cancellation costs are based on the manufacturing progress made at the time of cancellation, calculated as a percentage (%) of the printed circuit board price and the full Tooling/NRE costs where applicable.

Manufacturing Progress	Drill	Copper Plate	Rout
Cancellation Costs	40%	70%	100%

9. Change of Ownership

The Customer agrees to notify Lintek in writing of any change of ownership, which may affect this agreement within seven (7) days from the date of such change and indemnify Lintek against any loss or damage incurred by the change or as a result of the Customer's failure to notify Lintek of any change.

10. Jurisdiction

The contract between the Customer and Lintek is governed by the laws of the State of New South Wales, Australia. The Customer irrevocably submits itself to those laws and jurisdiction.

11. Acknowledgement

The Customer acknowledges and agrees to abide by all the aforementioned Terms and Conditions of Trade. Further acknowledges and agrees that by providing a Purchase Order for the supply of Goods to customer accepts these Terms and Conditions of Trade. The Customer will be regarded as being bound by the Terms and Conditions of Trade unless Lintek agrees in writing to the contrary.