

COASTLINE BUILDING CERTIFICATION GROUP PTY LTD'S

TERMS & CONDITIONS OF ENGAGEMENT

1. APPLICATION OF THESE TERMS & CONDITIONS

The Client agrees that prior to placing an order with CBCG, the Client has read and agreed to the terms and conditions as set out hereunder. For the purposes of this agreement, "CBCG" is COASTLINE BUILDING CERTIFICATION GROUP PTY LTD A.B.N. 42 090 491 982, being the Principal Certifying Authority/Consultant engaged by the Client and the "Client" is the applicant named on the Credit Account Application, Work Authorisation or Pre Purchase Inspection Request with CBCG or where none exist then on the Quote provided by CBCG to the Client. "Contract" means the accepted Quote or Work Authorisation. In this agreement "Services" mean the services described in the Quote and include any reports or certificates prepared or produced by CBCG in connection with those services. "Work/s" means the performance of the Services.

2. QUOTE

2.1 CBCG Supply Quote

CBCG may give the Client a Quote specifying the Services required in order to fulfill the Client's instructions and an estimate of CBCG's charge for the performance of such Services.

2.2 Acceptance by the Client

Where CBCG has given the Client a Quote:

- CBCG need not commence the Services until the Quote has been accepted by the Client and all details pertaining to the Contract have been received by CBCG;
- The Client shall accept the Quote by instructing (in writing) CBCG to commence the Services by signing and returning a true copy of the Quote accompanied by a purchase order number if applicable;
- Acceptance by the Client of the Quote will constitute acceptance by the Client of these terms and conditions;
- Quotes are valid for ninety (90) days only, unless an extension has been authorised by CBCG;
- The Client warrants that it has not relied on any representation by CBCG and its employees and agents other than as supplied in writing in the Quote.

3. PRICES

CBCG reserves the right to review the prices referred to in the Quote or Work Authorisation at any time if either;

- there are any unforeseen costs incurred by CBCG e.g. due to legislation or;
- any assumptions set out in the Quote or Work Authorisation prove to be incorrect e.g. additional inspections are required.

4. VARIATIONS

4.1 CBCG may vary the Contract in order to carry out its contractual obligations and/or increase the Contract price by way of notice to the Client if:

- the proposed Work does not commence within twelve (12) months from the date of the Contract; or
- the progress of the proposed Work is delayed by any person retained by the Client; or
- the client redesigns the proposed works; or
- if any part of the proposed work that is pursuant to a Deemed to Satisfy provision is changed; or
- additional Development Permit Construction or Compliance Certificates are required to be issued by CBCG other than those listed in the Schedule; or
- any part of any Act or Code requires any aspect of the proposed Work to be varied; or
- additional inspections are required other than those listed in the Schedule; or
- any unnecessary delays are caused by the Client that obstruct CBCG's contractual obligation; or
- any Notice or Order is issued by CBCG.

4.2 CBCG shall claim any costs associated with any variation or unnecessary delay, including change of ownership.

5. CLIENT ACKNOWLEDGMENT

5.1 The Client shall determine the suitability of the Services provided by CBCG. Should additional work be required to achieve the Client's objectives over and above those quoted by CBCG, such work will become a variation and subject to additional costs to the Client.

5.2 The Client must not represent in any way that CBCG supports or endorses the Client's business or any goods or services provided by the Client without CBCG's written consent. The Client must not undertake any campaign, prepare any advertising material or publicity or cause publication of any advertisement or article about CBCG or CBCG's Services without CBCG's written consent.

6. COPYRIGHT

CBCG retains all copyright in any documents produced and supplied by CBCG to the Client in connection with the performance of the Services. The Client must not reproduce any such documents without CBCG's prior written consent.

7. SITE ACCESS

7.1 The Client shall ensure that CBCG has clear and uninterrupted access to the work site until CBCG's Work has been completed and CBCG has been paid in full.

7.2 The Client will indemnify CBCG from additional costs or penalties should the completion of CBCG's Work be delayed due to interrupted site access.

8. PAYMENT

8.1 Time for Payment

The Client must, within the time specified in Quote or Work Authorisation, upon the Client receiving CBCG's invoice, pay CBCG the total amount set out in the invoice.

8.2 Interest

CBCG may charge interest at a rate of ten per centum per annum (10% per year) calculated on a daily basis on amounts not paid within the time specified in clause 8.1, 8.5 and 9.4.

8.3 Deposit

(a) CBCG may require a deposit from Client. The time for such payment will be specified in CBCG's Quote or Work Authorisation.

(b) The Client acknowledges CBCG is under no obligation to start or undertake any Works as requested by the Client, until the deposit is received by CBCG in full and when all details pertaining to the Contract are finalised.

(c) In the event of default as to payment owing to CBCG on the part of the Client, CBCG shall be entitled to forfeit the deposit and claim any profit or margin

contemplated by or allowed for in the Contract in addition to any remedy available to CBCG at law or in equity.

8.4 Damages

The Client must pay to CBCG any costs, expenses or losses incurred by CBCG as a result of the Client's failure to pay to CBCG all sums outstanding as owed by the Client to CBCG including without limiting the generality of the forgoing any debt collection and legal costs incurred in enforcing payment on a solicitor and own client basis.

8.5 Cancellation

The Client shall reimburse CBCG for any costs, expenses or losses incurred by CBCG should the Client cancel the accepted Quote or Work Authorisation. The time for payment for such cancellation shall be seven (7) days from CBCG's invoice.

9. TERMINATION

9.1 CBCG may terminate the Contract if:

- the Client fails to pay any monies owing to CBCG seven (7) days after payment is due; or
- the Client breaches the Contract in any way whatsoever.

9.2 Notice of Termination will be sent to the Client by CBCG giving the reason/s.

9.3 CBCG is entitled to carry out a final inspection prior to termination at the Client's cost.

9.4 Monies due to CBCG at termination must be paid by the Client within seven (7) days from receipt of CBCG's invoice.

10. LIABILITY

10.1 Non-excludable Rights

The parties acknowledge that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these terms and conditions and there are rights and remedies conferred on the Client in relation to the provision of the services which cannot be excluded, restricted or modified by the agreement ("Non-excludable Rights").

10.2 Disclaimer of Liability

CBCG disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the Client, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. To the extent permitted by law, the liability of CBCG for a breach of a Non-Excludable Right is limited, at CBCG's option, to the supplying of the Services again or payment of the cost of having the Services supplied again.

10.3 Indirect Losses

Notwithstanding any other provision of these terms and conditions, CBCG is in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate the Client for:

- any increased costs or expenses;
- any loss of profit, revenue, business, contracts or anticipated savings;
- any loss or expense resulting from a claim by a third party; or
- any special, indirect or consequential loss or damage of any nature whatsoever caused by CBCG's failure to complete or delay in completing the Services.

10.4 Non Issue of Occupation Certificate NSW

If for any reason an Occupation Certificate is not issued, CBCG's responsibilities under the Contract shall cease forthwith. If there are any liabilities that are occasioned under Part 4 of the Environmental Planning and Assessment Act 1979 (NSW), CBCG will be able to give evidence that no action can be brought ten years after the date of the termination of the Contract.

10.5 Force Majeure

CBCG will have no liability to the Client in relation to any loss, damage or expense caused by CBCG's failure to complete the Services as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, or any other matter beyond CBCG's control.

10.6 CBCG's Indemnity

The Client shall indemnify CBCG from any claims or charges relating to the damage and/or loss of property from the work site.

11. PRIVACY

11.1 The Client hereby authorises CBCG to collect, retain, record, use and disclose commercial and/or consumer information about the Client's credit worthiness, credit standing, credit history or credit capacity, in accordance with the Privacy Act 1988, to persons and/or legal entities who are a Solicitor or any other professional consultant engaged by CBCG, a Debt Collector, Credit Reference Organisation and/or any other individual or organisation which maintains credit references and/or default listings.

11.2 The Client also authorises CBCG to make enquiries with respect to the Client's commercial and consumer credit worthiness and to exchange information with other Credit Providers in respect to previous commercial and consumer defaults of the Client.

12. SECURITY AND CHARGE

The Client hereby charges all property, both equitable and legal, present or future of the Client in respect of any monies that may be owing by the Client to CBCG under the terms and conditions or otherwise and hereby authorises CBCG or its solicitors to execute any consent form as its attorney for the purpose of registering a caveat over any real property owned by the Client at any time or to register this charge over assets of the Client with the Australian Securities and Investments Commission.

13. GENERAL MATTERS

13.1 Severability

Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these terms and conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

13.2 Governing Law and Jurisdiction

These terms and conditions are governed by the laws of the State of New South Wales or Queensland (as applicable) and the Client and CBCG submit to the jurisdiction of its courts.