

ELECTRIC ESCAPE LTD TERMS OF TRADE

1.0 Terms of Sale and Payment

1.1 All invoices are due for payment by the Customer by the 20th of the month following invoice, unless a due date is specifically specified on the invoice. Where services are delayed at the request of the customer or otherwise through no fault of Electric Escape Ltd, the invoice balances are still required to be paid on the due date.

1.2 Electric Escape Ltd retain the right to invoice a deposit prior to commencement of the Services. Electric Escape Ltd has no obligation to commence production until such deposit has been paid in full, and shall not be responsible for any consequential delays.

1.3 Electric Escape Ltd retain the right to invoice a progress payment for services undertaken. In most cases, this will only occur if production has been delayed or halted due to the customer.

1.4 Failure to pay any sum when due may incur a penalty fee of 2% per month compound interest. Outstanding accounts may be referred to a debt collection agency or legal action undertaken in a court of law. All fees, disbursements, interest and expenses incurred in collection will be added to the customer's account balance.

1.5 Customers seeking credit terms which vary from those expressed above must have written approval from a Director of Electric Escape Ltd.

2.0 Acceptance of Estimate and No Cancellation

2.1 By signing or verbally agreeing to an Estimate the Customer accepts full liability for all Estimate Totals and any other sums payable pursuant to those Contracts. The Customer acknowledges that the Estimate sets out the entire agreement between the parties. Terms which could be implied from past transactions, correspondence or conduct between the parties are expressly excluded.

2.2 Once an Estimate has been agreed and any deposit paid in full, the Customer acknowledges that this Contract may not be cancelled. If the Customer purports to cancel this Contract subsequently in writing or by conduct, the Customer agrees that Electric Escape Ltd may immediately forfeit the deposit.

2.3 Electric Escape Ltd reserves the right to suspend delivery of the Services at any time if the Customer is in breach of any of its obligations pursuant to this Contract or if Electric Escape Ltd has any doubts whatsoever as to the Customer's credit worthiness or its ability to meet its obligations under this Contract.

3.0 Customer Responsibility and Modifications to Services

3.1 The Customer acknowledges responsibility for collecting copy and other relevant material and for providing that material to Electric Escape Ltd where necessary.

3.2 Following receipt of the completed Services, there is a 30 working day inspection period during which it is the responsibility of the Customer to check for errors, omissions and accuracy of content and performance and to notify Electric Escape Ltd in writing of any modifications required. All valid items for modification accepted in writing by Electric Escape Ltd shall be remedied no later than 30 working days after the inspection period.

3.3 Any modifications notified to Electric Escape Ltd after the inspection period are not included in the Estimate and Electric Escape Ltd shall be entitled to charge at their standard rates for such additional remedial work.

3.4 The acceptance of modifications by Electric Escape Ltd does not entitle the Customer to withhold payment of any account balances. The Customer agrees that Electric Escape Ltd shall not be obliged to remedy such modifications until the balance of the Estimate is paid in full.

4.0 Ownership Retention, Intellectual Property, Warranties and Indemnities

4.1 All rights, title and interest in any Services (save for the foregoing reservations), compilation artwork and digital files remain the property of Electric Escape Ltd until the Estimate has been paid in full.

4.2 Upon any breach by the Customer of its obligations which is notified to it by Electric Escape Ltd, the Customer shall immediately:

4.2.1 Cease all use of the Intellectual Property and the services and return all files and designs relating to any Estimate to Electric Escape Ltd; and

4.2.2 Destroy all copies (whether electronic or otherwise) of such files and designs in the Customer's possession or control.

4.4 The Customer undertakes that the Services shall not be used for any purpose for which it is not suitable and shall use all necessary skill and care in handling any Services. The Customer expressly agrees and acknowledges that Electric Escape Ltd shall not be liable for any material, statements, representations or information contained or used in any Services including, but without limitation, any material, statements, representations or information that:

4.4.1 is or is likely to be misleading or deceptive or otherwise infringing the Fair Trading Act 1986;

4.4.2 is in full or in part defamatory, in breach of copyright, trademark or other intellectual or industrial property right; or

4.4.3 is otherwise in breach of any provision of any rule of law

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4.5 Electric Escape Ltd shall not be liable for any consequential, direct, indirect, economic or special damage or loss incurred or suffered by the Customer or any third party directly or indirectly through their use of the Services, nor shall Electric Escape Ltd be liable for any loss of revenue, profits, goodwill, data or opportunities or loss of anticipated savings whether caused by negligence of Electric Escape Ltd or its employees or otherwise, whether or not Electric Escape Ltd was aware or should have been aware of the possibility of such damage. Without in any way limiting the foregoing, any liability of Electric Escape Ltd whether in contract, tort or otherwise for any loss, damage or injury arising directly or indirectly from any defect in or non-compliance of a Service or any other breach of Electric Escape Ltd' obligations hereunder shall not in any event exceed an amount equivalent to the Estimate.

4.5.1 Electric Escape Ltd is not liable for any errors or omissions in copy or material contained in any Services where such copy or material is made available

to the public through any means.

4.5.2 The Customer indemnifies and shall hold Electric Escape Ltd harmless from all claims, losses, damages, costs and liability asserted against Electric Escape Ltd by any person to the extent arising from or in relation to the Customer's breach or non-performance of the Estimate or of its use of the Services or any acts or omissions of its employees, shareholders, directors or agents in connection with the breach or non-performance of the Estimate or of their use of the Services.

5.0 Consumer Guarantees Act

5.1 The Customer acknowledges that where Services are intended for business purposes the provisions of that Consumer Guarantees Act 1993 shall not apply.

6.0 General

6.1 Electric Escape Ltd may at any time, vary these terms and conditions, and such variation shall become binding on the Client after notification of the variation in writing.

6.2 If any provision of this Terms of Trade is declared by any judicial or other authority to be void, voidable, illegal or otherwise unenforceable or indications to

that effect are received by either of the parties from any competent authority, the parties shall amend that provision in such manner as achieves the intention of the parties without illegality or, at the discretion of Electric Escape Ltd, such provision may be severed from this Contract.

6.3 The failure by Electric Escape Ltd to enforce its rights at any time or for any period in relation to any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

6.4 All quotes may include up to three meetings between Electric Escape and the customer, and one meeting for website training purposes if the project includes a content management system or eCommerce system. Any meetings beyond these are chargeable at an hourly rate.

Definitions

"Customer" means the person or company party to this Contract and includes all successors, assigns and personal representatives.

"Contract" means the agreement between the Customer and Electric Escape Ltd in relation to any Services undertaken by Electric Escape Ltd including the following documents which, in the event of any inconsistency, will apply in the following descending order of precedence:

1. The accepted Estimate;

2. These Terms of Trade; and

3. The Project Description which may accompany the Estimate; and

4. The accepted Project Schedule "Estimate" means the Estimate relating to production of services undertaken by Electric Escape Ltd, and includes all references to fixed quotations and includes the Project Schedule. "Estimate Total" means the total sum payable excluding GST for delivery of the Service as set out on the Estimate. "Services" means any service to be provided by Electric Escape Ltd to the Customer which are anticipated by an Estimate accepted by the Customer.

Terms of Trade. Electric Escape Limited. 30 July 2007