

STANDARD CONTRACT CONDITIONS FOR THE SUPPLY OF
AUTOCAD DRAUGHTING SERVICES

AGREEMENT made this day of 20 .

BETWEEN *****
(hereinafter referred to as "*****")

A N D

BETWEEN K.W. Breedveld - Cadvision Drafting Services®
(A division of Breedveld Enterprises limited)
(hereinafter referred to as "Cadvision")

THE FOLLOWING GENERAL CONDITIONS OF BUSINESS APPLY TO ALL DISCUSSIONS, NEGOTIATIONS, AGREEMENTS AND CONTRACTS BETWEEN BREEDVELD ENTERPRISES LTD AND ITS' CLIENTS OR PROSPECTIVE CLIENTS:

1. Scope of Work:

Cadvision will provide professional services or perform such duties as arranged, specified or may be required and agreed to between the parties.

All work performed by Cadvision is to be approved by ***** on time/work sheets supplied with the invoice statement. Such approval will be recognised as agreement by ***** to pay all charges as specified in the letter of appointment for the assignment.

2. Confidentiality:

Confidentiality is often very important to all parties, therefore all discussions, negotiations, terms and conditions of all contracts between ***** and Cadvision are to be treated in a confidential manner.

All oral and written proposals, advice, reports, documents, drawings, and information, whether stored, on computer disks, magnetic tape, microfilm or other devices, is deemed to be the property of ***** and is not to be copied (except for back-up purposes), removed from *****'s premises, or disclosed to other parties without written approval from *****.

3. Place of Work:

Cadvisions offices in New Plymouth are the normal place of work. ***** shall provide all equipment and office facilities as required for on-site work over the full contract period.

4. Remuneration:

All work will be paid at Cadvisions contract rate of \$**.** per hour plus GST. Payment is to be made in one sum immediately on completion or if the work is to extend over a period exceeding one month then payments due are to be invoiced at the end of each calendar month and paid on the 20th of the following month in accordance with normal trade practice.

5. Holidays:

Statutory holidays are to be allowed for within the period of this contract. It is also noted that Cadvision may have holidays of up to a three week period. These breaks will be arranged where possible so as not to interrupt *****'s schedules and two weeks notice of any such break will be given by Cadvision.

6. Expenses:

***** shall reimburse Cadvision for all out of pocket expenses incurred in the execution of their duties on presentation of reasonable evidence that the expenditure has been incurred by them.

Travel will be charged at the rate of \$1.50/km.

Materials will be charged at cost plus 10%.

7. Responsibility:

***** and Cadvision are deemed to be responsible for all services or work performed and undertaken for or on behalf of ***** unless otherwise mutually agreed upon. Cadvision shall not be deemed responsible for any delays in delivery or faulty performance or quality of service of machines or other goods in use or purchased by *****. It is agreed hereto that Cadvision will not be held responsible for actions or performance of ***** and that Cadvision or any person(s) employed by Cadvision shall not be liable for any loss or damage which may be sustained by ***** as a result of any negligence by any person.

8. Indemnity:

***** shall indemnify in total Cadvision against claims arising out of actions taken or advice given in good faith whether at the direction of ***** or not, during the course of its duties.

9. Copyright:

All development by Cadvision outside the scope of the specific contracts it is working on remain the sole property of Cadvision.

10. Arbitration:

That where this contract provides a reference to arbitration or in case of any dispute or difference arising between the parties as to the construction of this contract or the rights duties or obligations of either party hereunder or any matter arising out of or concerning the same or Cadvision's employment hereunder every such reference dispute and matter shall be referred to a single arbitrator if the parties can agree upon or otherwise to two arbitrators to be appointed by **** and Cadvision respectively and an umpire to be appointed by such two arbitrators before proceeding with the arbitration and otherwise in accordance with the Arbitration Act 1908 or any statute for the time being replacing extending or modifying same.

IN WITNESS whereof this agreement has been executed on the day and year first hereinbefore written.

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Signed

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Signed

CONFIDENTIAL