

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY 07.23

1.0 ORDERS AND CREATION OF CONTRACT

Unless otherwise agreed in writing, these terms and conditions (Conditions) govern all contracts for supply of goods (Goods) by the Seller to the Customer. Any other terms or conditions, express or implied, are excluded to the fullest extent permitted by law including any terms and conditions of the Customer.

Where the Customer delivers an Order to the Seller, a contract for supply, in accordance with the Conditions (Contract), comes into existence upon the earlier of: acceptance in writing of the Order by the Seller; and, the Seller commencing the necessary actions on its part for the fulfilment of the Order.

2.0 TENDER DOCUMENTS

2.1 Any documentation made available by the Seller to the Customer, including tender documents, drafts and cost estimates are protected by copyright and may be used by the Customer only in connection with the delivery negotiations and/or the supply contract. In particular, any reproduction or transmission to competitors of the Seller is prohibited. The Customer shall immediately and completely return those documents which have been made available to the Customer by the Seller if no contract for supply is entered into by the Seller and Customer.

2.2 Technical data contained in the tender documents (including drawings, pictures, lists of dimensions and weights) only represent approximate values in principle. They only serve to describe the product and shall be regarded as guaranteed only if it is expressly described as being "guaranteed" in the offer.

2.3 The Seller and the Customer agree that the sale and purchase of the Goods does not confer on the Customer any licence or rights in respect of any patent, design, trade mark or copyright which is the property of the Seller.

3.0 PACKAGING

Goods ordered will be delivered in packaging only where, in the Seller's experience, the Seller deems it necessary. Any packaging used will be charged to the Customer at cost. Once delivered to the Customer, any packaging becomes the property of and responsibility of the Customer and the Seller bears no responsibility in relation to the disposal of the packaging

4.0 PROTECTIVE DEVICES

The Customer has the option to purchase any protective devices from the Seller to be used in addition to the packing (if any) referred to in clause 3.

5.0 DELIVERY

If the Seller gives or accepts a delivery or despatch date, it does so in good faith and the Seller does not guarantee those dates unless they are stated in writing to be "guaranteed". The Seller will not be liable for any claim for loss or damages if the Seller is delayed or prevented from delivering the Goods. Delay in delivering the Goods will not relieve the Buyer of any obligation to accept or pay for Goods that have been delayed.

6.0 TERMINATION AND SUSPENSION

If the Customer makes default in payment, becomes insolvent or bankrupt, calls a meeting of creditors or goes into liquidation (voluntary or otherwise) the Seller may, without prejudice to its other rights, suspend delivery, cancel any order or require payment in cash on delivery of Goods, notwithstanding the terms of payment set out in these Conditions.

7.0 PRICE AND PAYMENT

Prices are quoted exclusive of GST and all other applicable taxes, duties or fees. All prices for Goods will be in accordance with the Seller's price list current at the date of the order or, if there is a written quotation, that quotation. The Customer agrees to pay, in addition to the price of the Goods, any freight and insurance charges, import duty, sales tax, GST or other taxes required by law to be paid in relation to the Goods.

The minimum order value is AUD \$225.

8.0 DATE FOR PAYMENT

8.1 Payment for Goods is due within thirty (30) days EOM of the date of invoice and without any deduction or set off of any kind unless otherwise agreed to by the Seller in writing. Time of payment is of the essence of the contract and, without prejudice to any other remedy the Seller may charge interest on any overdue payments at a rate of 15% per annum to accrue daily.

8.2 The Customer will not be relieved of any obligation to accept or pay for Goods which have been delayed in delivery or despatch.

8.3 All payments are to be made in Australian Dollars and in cash, by cheque or credit card.

9.0 RETURN OF GOODS

Although there is no obligation on the Seller to accept the return by the Customer of any unwanted and unused Goods, in the event that the Seller agrees to accept the return of such goods, the Seller will be entitled to charge the Customer a return fee being an amount equivalent to, as a minimum, 20% of the value of the goods. If the value of the Goods has decreased so the value of the Goods at the time of return is less than the value of the Goods detailed in the invoice, the Seller may charge a higher percentage return fee.

10.0 RISK, TITLE AND INSURANCE

10.1 In this clause, the terms "Security Agreement", "Register", "Security Interest" and "Purchase Money Security Interest" have the same meaning as in the Personal Property Securities Act 2009 (Cth) ("PPSA").

10.2 Risk in the Goods shall pass to the Customer upon delivery. The Seller shall retain ownership of the Goods until the Seller has received payment in full for the Goods and for all other goods supplied by the Seller to the Customer.

10.3 The Customer may sell or otherwise dispose of the Goods in the ordinary course of the Customer's business.

10.4 The Customer must insure the Goods against all usual risks to full replacement value until ownership passes to the Customer. The Customer must keep each delivery separate and clearly identified as the Seller's property. Any insurance monies received by the Customer in respect of Goods owned by the Seller, shall be held on trust for the Seller.

10.5 Where the Customer processes or commingles the Goods into other property, the Seller takes title to that other property as well.

10.6 The Customer acknowledges and agrees that each Contract constitutes a Security Agreement for the purposes of the PPSA and that the Company may Register its Security Interest in the Goods and in the proceeds of sale of the Goods as a Purchase Money Security Interest on the Register.

10.7 In the circumstances described in clause 6 the Customer's right to sell, use or part with possession of the Goods (other than to the Seller) shall terminate immediately and, without prejudice to the Seller's other remedies, the Seller has the right to enter the premises of the Customer and to regain possession of the said Goods.

11.0 WARRANTIES AND LIMITATIONS ON LIABILITY

The Seller will endeavour to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer of the Goods. All other warranties and representations whether statutory or otherwise, express or implied, and/or oral or written, as to the state, quality or fitness of the Goods are expressly excluded except any implied conditions and warranties which are expressed to be incapable of exclusion by the Competition and Consumer Act 2010 (Cth) (as amended) or any other statute. Where such statutory provisions apply, the obligation of the Company is limited, to the extent permitted by law, to the cost of repairing or at the option of the Seller, replacing the Goods.

12.0 CLAIMS

The customer must inspect the Goods upon delivery to ensure the Goods have been delivered in full, are in good working order and free from damage and defects. Any claim by the Customer of Goods damaged, lost in transit or short delivered must be made in writing to the Seller within 7 days of delivery (and must quote the invoice number). The Customer must give notice of any defect in the Goods within 7 days of learning of the defect. All Goods that are alleged to be defective must be returned by the Customer to the Seller, if requested, by the Seller's nominated carrier, The Customer will bear the cost of freight for the return of all Goods which are found not to be defective.

13.0 GOVERNING LAW

The construction, validity and performance of any Contract incorporating these conditions is governed by the laws of New South Wales, Australia and both parties submit to the non-exclusive jurisdiction of the courts of that State.

14.0 MISCELLANEOUS

If the Seller fails to enforce or delays in enforcing any provision of these Conditions, that failure or delay will not be taken as a waiver of the Seller's rights or to sanction any further breach by the Customer. If any provision of these Conditions is found to be invalid or unenforceable it shall have effect to the maximum extent permitted by law, or, if not so permitted, will be deemed deleted from these Conditions.