

CREDIT APPLICATION TERMS AND CONDITIONS (T&Cs)

1. PRICES AND GST

All prices quoted are subject to change and are exclusive of GST. Customer warrants that it is registered for GST and will notify the Supplier if it ceases to be so. Each amount payable by the Customer under these T&Cs in respect of a Taxable Supply by the Supplier is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System Goods and Products and Services) Act 1909 (Cth). This account may be subject to a monthly account fee as agreed.

2. CLAIMS AND RETURNS

Subject to clause 7, no claims for shortage or damaged items will be recognised unless notified within seven (7) days from receipt of goods, or within 7 days of from when the issue was identified (if not ascertainable at the time of delivery). Goods returned for credit will be subject to a handling charge as follows: (i) 14-29 days - 10%; (ii) after 30 days - nil credit. All returns for credit are subject to substantiation to the Supplier's reasonable satisfaction and invoice numbers must be supplied before credit will be considered.

3. WITHDRAWAL, SUSPENSION AND VARIATION OF CREDIT

The Supplier may, at any time and without notice or incurring any liability to the Customer, vary, suspend (temporarily or indefinitely) or withdraw any credit granted to the Customer.

4. SUSPENSION AND CEASING OF SUPPLY

The Supplier may, at any time, at its complete discretion, cease or suspend supply of any goods or services to the Customer or amend these T&Cs. Where possible, the Supplier will provide the Customer with advance notice and reasons for the cessation or the suspension.

5. CUSTOMER DEFAULT

Without limitation to the Supplier's rights, all amounts owing to the Supplier become immediately due and payable on demand if Customer:

- (i) defaults in making prompt payment of any amount due to the Supplier or any of the Supplier's related bodies corporate (as that term is defined in the Competition and Consumer Act 2010 (Cth)) under these T&Cs or any other agreement or arrangement between the Customer; and the Supplier or any of the Supplier's related bodies corporate;
- (ii) becomes insolvent or bankrupt, commits an act of bankruptcy, convenes a meeting with its creditors, or enters into an arrangement with its creditors, or makes an assignment for the benefit of its creditors, or appoints a receiver, manager, liquidator (provisional or otherwise), ceases to carry on business, or is financially unable to pay its debts or meet its obligations under these T&Cs.

6. WARRANTY

To the extent permitted by law or expressly by these T&Cs, all warranties or guarantees whether express, implied, statutory or otherwise, relating in any way to the goods or the supply of goods are excluded.

7. LIABILITY

Where liability cannot be limited (under the Australian Consumer Law or otherwise), to the extent permitted by law, the Supplier's liability is limited as follows:

- (i) In respect of goods:
 - (a) If there is a major failure, the goods cannot be repaired or the Supplier has not responded within a reasonable time

offering repair or replacement, a refund or replacement if the goods are rejected or payment of the reduction in value of the goods if the goods are not rejected; or

- (b) If there is not a major failure, at the Supplier's election, replacement, repair or refund; and

(ii) In respect of services:

- (a) If there is a major failure, the problem cannot be fixed or the Supplier has not responded within a reasonable time, a refund if the contract is terminated or payment of difference between

the value of the services provided compared to the price paid; or

- (b) If there is not a major failure, at the Supplier's election, a refund or a further service to rectify the problem.

To the maximum extent permitted by law, the Supplier is not liable to the Customer (under contract, negligence, indemnity or otherwise), and the Customer hereby releases the Supplier from any claim for indirect losses, including without limitation losses arising from business interruption, loss of actual or anticipated profit or revenue (whether arising at law as direct or indirect loss) or any consequential loss or damage, howsoever arising in respect to the supply of goods or services pursuant to these T&Cs or the Supplier's negligence, act or omission.

8. PAYMENT TERMS

Trading terms are Net 30 days. Failure to adhere to these terms will result in the account becoming cash on demand (C.O.D.), until such time as the account is paid in full. The Supplier reserves the right to determine when the account will be reopened. The Supplier is entitled to charge the Customer interest on amounts not paid within the credit period specified by the Supplier at a rate equivalent to 3% per annum above the business overdraft commercial Interest rate of the Supplier's principal bankers from the invoice date until payment of the debt.

9. APPLICATION OF MONIES RECEIVED:

If the Supplier receives or recovers money in respect of any debt of the Customer, the Supplier may use the money to pay off whichever debt or part of a debt the Supplier chooses and is not compelled to apply the money as directed by the Customer or any other person.

10. COSTS

Should payment remain outstanding beyond the Company's payment terms as outlined in Clause 8, the Customer is liable for all costs including legal costs (on a solicitor/own client basis) and mercantile agents' fees incurred by the Company in recovering the amount outstanding.

11. TRANSACTIONS

The Customer will be liable for all transactions and expenses involving the Customer's credit account including any fraudulent use of the account by the Customer, any person authorised by the Customer to use the account or the Customer's employees, agents or contractors.

12. RETENTION OF TITLE

The Supplier retains the title and ownership of goods, and Customer holds the goods as a bailee only, until Customer has paid all moneys owing to the Supplier in full. Risk passes to the Customer at the time of delivery. If the Customer defaults in payment, then without prejudice to the Supplier's other

rights, the Customer expressly and irrevocably authorises the Supplier to enter and remain upon any premises occupied or used by the Customer without notice to recover possession of goods.

13. CHARGES AND PERSONAL PROPERTIES SECURITIES REGISTER

The Customer:

- (i) agrees that the retention of title contained in these T&Cs give rise to a "security interest" as defined in the Personal Properties Securities Act 2009 ("PPSA") in any of and all personal property (as defined in the PPSA) ("Personal Property") which is the subject matter of the credit application or these T&Cs;
- (ii) charges all of its rights, property and undertaking of whatever kind and wherever situated, whether present or future including, without limitation, its capital and any interest in real property (both legal and beneficial, in freehold and leasehold land) (other than any Personal Property to which the PPSA applies) to the Supplier; and
- (iii) agrees to mortgage all of its present and future interests in any real property to the Supplier, as security for the performance of its obligations under the T&Cs including payment of goods.

The Customer must, within seven (7) days of request from the Supplier, do all things or execute or arrange execution of such documents as the Supplier requires to perfect or register any "security interest" under the PPSA, charge or mortgage. On and from the Registration Commencement Time (as defined in the PPSA):

- (i) the Customer has no rights under, or by reference to, sections 125, 142 and 143 of the PPSA if the Customer defaults and the Supplier takes enforcement action under these T&Cs in respect of the Goods;
- (ii) the Supplier is under no obligation to dispose of or retain any secured property the Supplier seizes within a reasonable time under section 125 of the PPSA;
- (iii) if any part of the moneys owing to the Supplier by the Customer is secured by a purchase money security interest granted by the Customer, the Supplier will use any money received under this document in the following order:
 - (a) first, to pay obligations that are secured by which are not secured by a purchase money security interest; and
 - (b) second, to pay obligations that are secured by a purchase money security interest;
- (iv) The Customer waives all rights to:
 - (a) receive any notice under sections 95, 130 and 135 of the PPSA in relation to the enforcement of any "security interest" over the goods;
 - (b) receive a statement of account under sections 132(3)(d) and 132(4) of the PPSA; and
 - (c) a copy of, or notice of, any verification statement confirming registration of a financing statement or a financing change statement relating to any "security interest" under, or provided for by, these T&Cs.

Except if section 275(7) of the PPSA applies, each of the parties agree not to disclose any information of the kind referred to in section 275(1) of the PPSA that is not publicly available.

The Customer acknowledges that the Supplier, by virtue of the charge and mortgage, has a caveatable interest in any real property of the Customer which is or becomes subject to the charge and/or mortgage and may lodge a caveat over that property.

14. CHANGE OF OWNERSHIP

The Customer will notify the Supplier in writing of any impending change of ownership or legal structure of the Customer at least 45 days prior to such change. The Supplier reserves the right to vary, suspend (temporarily or indefinitely) or withdraw any credit. Customer indemnifies the Supplier against any loss or damage incurred by it as a result of the Customer's failure to notify or the change of control.

15. INDEMNITY AND GUARANTEE

The Customer indemnifies the Supplier in relation to any direct or indirect loss, claims, liability, cost or damage suffered by the Supplier or its related bodies corporate (as the latter term is defined in the Corporations Act 2001) arising from or in connection with:

- (i) The fraud or negligence of the Customer, its officers, contractors, employees, servants or agents;
- (ii) The Customer's breach of these T&Cs; or
- (iii) Any claim, demand or proceedings against the Supplier that any payment of the Customer is void, voidable or otherwise invalid for any reason (including pursuant to any provision of the Corporations Act 2001),

to the extent the loss, cost or damage was not caused by a breach of these T&Cs by the Supplier.

Where the Customer's obligations have been guaranteed, the Guarantor hereby charges in favour of the Supplier as security for Customer's obligations to the Supplier all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Customer or Guarantors default in payment of any Guaranteed Money or other amount owed to the Supplier, the Guarantors irrevocably authorise the Supplier to lodge a caveat against any dealings with any such property without notice.

16. JOINT AND SEVERAL

If the Customer consists of more than one person, the obligations of each person are joint and several.

17. SEVERANCE

Each clause, sub-clause and part of these T&Cs is separate and independent. If any clause or sub-clause or part is found to be invalid or ineffective, the other clauses or sub-clauses or parts will not be adversely affected.

18. WAIVER

Any waiver by the Supplier must be in writing. In the event that the Supplier elects not to exercise any of the Supplier's rights under or connection with these T&Cs, the Supplier's election will not constitute a waiver of any rights relating to any other breach of these T&Cs.

20. AMENDMENT

These T&Cs may only be amended with the Supplier's prior written agreement. The Supplier may amend these T&Cs in its absolute discretion on 30 days' notice to the Customer and the changes will apply to any orders placed by the Customer after such notice is given. Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) shall not apply in any circumstances nor shall they constitute a counter-offer.

19. ASSIGNMENT

The Customer cannot assign these T&Cs or any agreement under its credit application (by change of control in ownership or legal structure or otherwise) without the Supplier's prior written consent. The Supplier may assign upon written notice to the Customer.

20. RECIPIENT CREATED TAX INVOICE (RCTF) AGREEMENT

Customer agrees that the Supplier may issue Recipient Created Tax Invoices ('RCTIs') for the supply to Customer (or its agent) make to the Supplier. You will not issue tax invoices for these supplies. The Supplier will issue the RCTI within 28 days of determining the value of the supply.

21. GOVERNING LAW

These T&Cs are governed by the laws of the State of Victoria. The Customer submits and consents to the jurisdiction of courts in Victoria and appeal courts therefrom.

22. PRIOR CONDUCT

Customer represents that it has not, and does not, rely on the Supplier's prior conduct or statements when entering into these T&Cs and agrees that the Supplier's relies on this representation for the purpose of agreeing to provide credit.

23. RESALE OF GOODS

The Supplier agrees to supply the goods to the Customer on condition that the Customer will only re-supply the goods to customers who purchase the goods at the Customer's business premises or who order or purchase the goods by telephone, email or from the Customer's website which must be approved in writing by the Supplier.

24. INTELLECTUAL PROPERTY RIGHTS

The Customer must not use any intellectual property rights (including but not limited to any copyright, patent, trade mark, design or other right) in the goods that are owned or used by the Supplier for the purpose of using, promoting, advertising, distributing and/or selling or otherwise re-supplying the goods without the prior written consent of the Supplier. These T&Cs do not convey to the Customer any right, title or interest in such intellectual property rights.