

THE SUPPLIERS TRADING TERMS

1. DEFINITIONS

- 1.1. "Supplier" shall mean Stenmar Enterprises Pty Limited ABN 69 075 620 487 and their successors and assigns.
- 1.2. "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.
- 1.3. "Guarantor(s)" means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer on a principal debtor basis.
- 1.4. "Goods" shall mean Goods supplied by the Supplier to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.5. "Services" shall mean all services supplied by the Supplier to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).

2. ACCEPTANCE

- 2.1. Any instructions received by the Supplier from the Customer for the supply of Goods or Services and/or the Customer's acceptance of Goods supplied by the Supplier shall constitute acceptance of the terms and conditions contained herein.
- 2.2. Where more than one Customer has entered into this agreement, the Customer's shall be jointly and severally liable for all payments of the Price.
- 2.3. Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Supplier.
- 2.4. None of the Supplier's agents or representatives are authorized to make any representations, statements, conditions or agreements not expressed by the manager of the Supplier in writing nor is the Supplier bound by any such unauthorized statements.
- 2.5. The Customer undertakes to give the Supplier not less than fourteen (14) days prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice)

3. PAYMENT OF ORDERS AND ACCOUNTS

For pre-approved Credit Account Customers:

- 3.1. Pro Forma orders are firm, irrevocable and non-cancellable by the applicant and must be paid in full within 30 days from end of the month invoiced.
- 3.2. Where payment is not received within 30 days EOM of invoice the order may be cancelled at the discretion of the supplier and in such event the applicant will be liable from the date of notice of cancellation to a cancellation fee equivalent to 20% of the invoice cost or \$100.00 whichever is the greater.
- 3.3. All other orders must be paid within 30 days EOM of invoice ("the payment period") and where payment in full is not received by the supplier prior to the expiry of the payment period then the applicant shall be liable to pay interest on the amount outstanding as at the date of expiry of the payment period at the rate of 12% per annum calculated on a daily basis from the date of invoice until payment in full is received by the supplier.
- 3.4. The supplier is hereby irrevocably authorized to allocate the payment of any monies received from time to time from the applicant towards any outstanding account incurred with the supplier by the applicant. Once the applicant has failed to make good his commitment to the supplier of payment within 30 days EOM, the applicant will be placed on a cash/credit card or direct deposit system and credit will not be supplied again to the applicant.

For Cash Sales or C.O.D customers:

- i. The Supplier reserves the right to grant terms to approved Customers upon such terms and conditions in its absolute discretion. For all customers not pre-approved for a Credit Account, goods and services will be supplied on Cash Sales or COD terms and conditions.
- ii. Pro Forma invoices are firm, irrevocable and non-cancellable by the Customer and must be paid in full prior to supply of goods.
- iii. The Customer will pay to the Supplier cash prior to delivery (COD) to the Customer of the Goods and the Services being the date of invoice.

4. PROPERTY IN AND DELIVERY OF GOOD

- 4.1. Risk in respect of loss or damage to the goods shall pass to the applicant at the time of supply or immediately on delivery to the applicant or into the applicant's custody or immediately upon delivery as directed by the applicant
- 4.2. Notwithstanding that the risk of loss or damage to the goods passes to the applicant in accordance with the clause 4.1 title to and ownership of the goods shall not pass to the applicant until payment in full for the goods shall have been received by the supplier.
- 4.3. Until payment in full for the goods shall have been received by the supplier the Applicant shall hold the goods on a fiduciary basis as a Bailee only for the Supplier and the applicant at its own expense keep the goods properly and safely stored separately from any other goods and stock of the applicant and any other third party and in such a way as the goods shall be readily identified as the goods of the supplier and the applicant shall not subject to clause 4.4 pledge, mortgage, charge or part with the goods or attempt to do so without the prior written consent of the supplier.
- 4.4. Notwithstanding that title to the goods has not passed to the applicant, the applicant may resell the goods or any part thereof in the name of the applicant but only as agent for the supplier and may deliver any such goods to the buyer of them but only on terms which will not prejudice the suppliers ability to obtain the sale proceeds.
- 4.5. Any amount paid by the buyer of such goods from time to time to the applicant (herein after referred to as "the sale proceeds") shall be held by the applicant in trust for the vendor, banked in a separate account relating only to the sale proceeds of the goods of the supplier under this and/or other contracts between the supplier and applicant and shall be forwarded as soon as possible after receipt to the supplier.
- 4.6. If and when the full amount of the price of the goods has been received by the supplier, any further part of the price received by the applicant upon any resale by it of the goods may be retained by the applicant as its commission for affecting such sale as agent for the supplier.
- 4.7. An act of default of this contract shall be deemed to occur in the event of any of the following:
(and any of the acts described in sub-paras a) to e) below are herein collectively referred to as an "Act of Default")
 - i. The applicant failing to make payment in full for the goods within 30 days EOM from the date hereof
 - ii. The applicant is required herein, failing to insure the goods from the date of delivery thereof by the supplier and to provide evidence of such insurance to the supplier.
 - iii. Any distress or execution being levied upon the applicant's goods or property
 - iv. The applicant being a company, becoming unable to pay its debts as they fall due, offering to enter into any scheme or arrangement with its creditors, the passing by the board of directors of the applicant of any resolution to wind up the applicant, the filing of any petition to wind up the applicant or the appointment of an administrator or receiver/manager in respect of the applicants affairs, the applicant, in the case of a natural person being declared bankrupt.
 - v. Immediately upon the applicant committing any act of default any right to sell the goods in which the title to property remains vested in the supplier shall cease forthwith and the applicant shall upon the act of any act of default immediately place the goods then remaining in its possession or under its control at the disposal of the supplier and the supplier is hereby irrevocably authorised by the applicant to nominate a person to enter the applicants premises during normal business hours for the purpose of repossessing such of the goods still in the possession or under the control of the applicant and where necessary to use no more than reasonable force to liberate and take possession of the goods. Where the goods are stored in a warehouse conducted by a person other than the applicant immediately upon committing any act of default the applicant shall be deemed to have irrevocably appointed the supplier the attorney of the applicant with the authority in the name of the applicant to direct the warehouse person to release any of the supplier's goods in the possession or under the control of the warehouse person whether or not the payment period has expired and the supplier shall be at liberty to resell the goods after repossession of the same pursuant to this clause.
- 4.8. Until the full amount of the price of the goods is received by the supplier, the applicant:
 - i. Shall maintain and keep full and up to date records of the goods supplied by the supplier including those goods on-sold by the applicant.
 - ii. hereby irrevocably authorises the supplier to enter its premises during normal business hours from time to time to inspect the residue of the goods remaining unsold by the applicant the applicants records relating to the goods and also to inspect the accounts including bank accounts into which the proceeds of sale of that part of the goods already sold are by this clause required to be deposited pending payment to the supplier.

5. RETURNS AND CREDITS

Any goods purchased by the applicant from the supplier may only be returned to the supplier where notification of the proposed return of the goods is received within seven (7) days of the date of delivery of the goods to the applicant and the supplier has agreed in writing to accept the return of the goods and the goods are returned in good condition at the expense of the applicant.

6. WARRANTY AND LIMITATION OF LIABILITY

- 6.1. The purchaser acknowledges that the supplier sells the goods as a distributor only and that the supplier was not responsible for design, manufacture or assembly of goods.
- 6.2. The liability of the supplier to the applicant for breach of contract, negligence or otherwise in respect of the goods or supply thereof, howsoever caused shall be absolutely limited to either the replacement of the goods or the supply of equivalent goods or repayment of the purchase price for the goods at the absolute discretion of the supplier. Without limiting the foregoing the supplier shall not be liable for consequential loss or damage howsoever arising.
- 6.3. Subject to clause 4.3 the supplier warrants that the goods are free and clear of all liens and encumbrances whatsoever.

7. MISCELLANEOUS PROVISIONS

- 7.1. It is expressly agreed that any action, suit, dispute or proceedings arising from or in connection with the sale of the goods pursuant to this agreement or any matter between the parties hereto may be instituted heard and determined in a court of competent jurisdiction in the State of New South Wales or of such other State of Australia nominated in writing by the supplier and each party irrevocably submits to the exclusive jurisdiction of such court for the purpose of any such dispute, action, suit or proceedings.
- 7.2. The applicant hereby irrevocably authorises:
 - i. the supplier from time to time, in order to access any application for credit, to obtain any information about the applicant from any credit provider named in this application and also the Australian Retail Credit Association limited and other Credit Reporting Bodies.
 - ii. to obtain a credit reporting respect of the applicant from any credit agency and
 - iii. to provide any information contained on this credit application form and also any details of the performance of the applicant in compliance with the trading terms and conditions herein to other credit providers, credit agencies and to the Australian Retail Credit Association limited. The applicant further authorises the latter company to make such information available to other credit providers.
- 7.3. Freight and transport costs from the supplier's nominated warehouse and in transit insurance incurred in respect of the goods are the responsibility of the applicant and are not included in the invoiced price of the goods.
- 7.4. The word goods shall be deemed to refer to any goods obtained by the applicant from the supplier from time to time pursuant to these terms.
- 7.5. Neither the supplier nor purchaser shall be liable to the other for default or delay in performing its obligations under these terms caused by an occurrence beyond its reasonable control including, without limitation, fires, strikes, industrial disturbances, riots, wars, acts of God, Government order or regulation.
- 7.6. These terms may not be amended supplemented, modified or rescinded, except in writing executed by both parties.

IMPORTANT NOTICE TO THE APPLICANT FOR CREDIT (PRIVACY ACT 1988) PLEASE READ CAREFULLY

The supplier may give information about you to a credit reporting agency, (but only limited kinds of information allowed by the Privacy Act)

This includes identity details – this only includes your name, sex, date of birth, current known address, two immediate previous address's, your current or last known employer, your driver's licence number, the fact that you have applied for credit and the amount, the fact that the supplier is a credit provider to you, payments overdue for at least 60 days which the supplier has taken steps to recover, advice that payments are no longer overdue, cheques drawn by you which have been dishonoured more than once, the opinion of the supplier that you have committed a serious credit infringement and when the credit provided to you has been discharged . This may allow the consumer credit reporting agency to create or maintain a credit information file about your business.

By accepting these terms of trade and credit application you will also be giving your consent to Stenmar Group to disclose your information to a credit reporting agency as outlined above.

STENMAR GROUP PAYMENTS

Direct Deposit

Account Name: Stenmar Enterprises Pty Ltd
Account No: 8655 09834
BSB No: 082-778
Bank: National Australia Bank

Credit Card payments can be made via:

Phone 02-88224100
Fax: 02-96218200
In person: As below

Please forward all cheques and money orders to:

Stenmar Enterprises Pty Ltd
PO BOX 1056
Kings Langley NSW 2147

In person at our office:

STENMAR Group
Unit 2 / 360 Vardys Rd
Kings Park NSW 2148