

TERMS AND CONDITIONS OF SALE – AUSPLASTICS Pty Ltd

Effective: September 2009

General

All goods and services purchased from Ausplastics Pty Ltd ABN 57 062 171 555 hereafter called “the Company” are sold subject to the following terms and conditions (“Terms and Conditions”) and these Terms and Conditions shall prevail notwithstanding any other documents, terms and conditions and/or anything else except a written agreement signed by the Customer and the Company, except only for such terms as are implied by or under any law which cannot be excluded. “The Customer” means a purchaser or proposed purchaser whose order for the purchase has been accepted by the Company.

Price

Prices may be altered without notice and all goods will be charged at the price ruling at the time of the order.

Payment

Where credit is allowed, payment for goods purchased from the Company shall be made on or before 30 days from the end of the month of delivery. The Customer shall pay interest to the Company on any amount owing but unpaid at the rate of 1% above the rate charged by the Australia and New Zealand Banking Group Limited (ANZ) on overdraft accounts such interest being added to the Customer’s account monthly. However, such interest will not be charged to the account whilst all payments are being made on time.

The Customer shall be liable to the Company for any loss arising from the Customer’s failure to pay when due.

The Customer shall be liable for all costs and expenses incurred in seeking to collect any payment that is past due date.

The Customer shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery.

Default

If the Customer defaults in any payment the Company may suspend any further supply of goods to the Customer.

Retention of Title

Property in any goods supplied by the Company shall remain the sole and absolute property of the Company as legal and equitable owner until the full purchase price is received by the Company.

Risk in the goods shall pass to the Customer from the time of delivery to the Customer or its agent. Until payment in full is made to the Company, the Customer shall hold the goods as bailee for the Company.

The Customer hereby irrevocably authorises the Company to repossess goods in respect of which the full purchase price has not been received by the Company. The Customer in consideration of credit being given irrevocably authorises the Company to enter onto any land on which the goods are left or property in which the goods are left and to which the Customer has the right of entry, to enter thereon with vehicles if required (without being responsible for damage thereby caused) and remove the goods.

The Customer releases and indemnifies the Company and its servants from all claims for loss or damage caused by the Company or its servants or agents in enforcing or attempting to enforce its rights under this clause.

When the Company retakes possession of goods pursuant to its rights hereunder the contract for sale between the Company and the Customer is thereby terminated and the Company has the right to resell the goods.

Any monies received by the Customer as payment in part or in full for the goods supplied shall be kept by the Customer for the benefit of the Company and paid to the Company in due course.

Caveat

The Customer hereby charges in favour of the Company as security for the Customer's obligations to the Company, all title and interest in any land and/or property held now by the Customer alone or jointly with anyone or acquired by the Customer at any time hereafter. If the Customer defaults in payment of any amount owed to the Company, the Customer specifically authorises the Company to lodge a caveat against any dealings in such property and appoints the Company to be the Customer's Attorney for this purpose.

Limitation of Liability

No claim by the Customer for failure to deliver, short delivery, supply of incorrect goods, faulty workmanship or pricing errors shall lie unless made in writing within 7 days of delivery or in case of failure to deliver, within 7 days of the first date on which the Company failed to deliver the goods that are the subject of the claim.

Any damages arising directly or indirectly from the sale or supply of goods by the Company or from the breach of a contract of sale or supply of goods or a contract to sell or supply goods by the Company to the Customer (including any claim arising through negligence of the Company) shall be limited to the invoice price of the goods or at the Company's option the replacement thereof. The Company shall not be liable for any direct or indirect loss whatsoever, including consequential loss, loss of profits, loss of opportunity or loss of use.

Returns

All returns that are not as a result of the Company's error may incur a 15% restocking fee. The Company will only accept returns that have been authorised in advance by the Company and which are returned in the same condition in which they were despatched. The Customer shall pay for any freight costs for returns that are not as a result of the Company's error.

Delivery

Where the goods are delivered to a particular site the goods will be entirely at the Customer's risk when delivered and if the site is unattended the delivery docket/manifest signed by the cartage contractor or the driver of the Company shall be conclusive evidence of due delivery of the goods.

The Company if requested to enter a property accepts no responsibility for any damage incurred to the property and goods lying on that property.

A delivery charge as set by the Company from time to time will apply to orders below a specified minimum value.

Notice

Notice to the Company may be delivered in person or sent to the Credit Manager of Ausplastics Pty Ltd at 36 Denninup Way, Malaga, WA 6090. No notice shall be deemed to have been given or made until it is actually received by the Company.

Disclaimers

All information and advice contained in the Company's published literature or given by the Company's staff is compiled from the best information available to the Company, but the Company accepts no responsibility whatsoever for the accuracy of this information or any results which may be obtained from the use of the information.

Governing Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of Western Australia and the parties submit to the exclusive jurisdiction of the courts of that State.