

TERMS & CONDITIONS OF SALE

All sales are based exclusively on the conditions set out below. The buyer accepts our conditions when he accepts our merchandise. Differing conditions of the buyer cannot be considered, even if we do not expressly contradict them.

Offers:

Our offers are subject to confirmation as regards to price, availability of goods, and time of delivery.

Prices:

Our prices are F.I.S. in the Brisbane area, including packing, unless expressly stated otherwise. We reserve the right to add surcharges for small quantities and small packaging. For reasons of economy we cannot accept orders below a value of \$100.00 or 5 Kg in quantity.

Payment (upon approval of credit line):

Within thirty (30 days after the end of the month of invoicing. If paid within these 30 days, no surcharge will be made. If credit terms are exceeded, any further supply may be refused until outstanding accounts are paid. In addition, a surcharge may be made on end of month balance, outstanding beyond the agreed terms of 30 days.

Reservation of Rights:

All goods supplied by us remain our property until full and complete payment of all our claims resulting from our business relation, including all additional claims such as interest, cheque expenses and stamp duties.

Contracts:

If any contracted quantities are not taken within the period of delivery agreed upon, then the contract is no longer valid after the date of expiration and we reserve the right to charge the difference between the contract price and the price applicable to the lesser quantity taken.

Force Majeure:

We cannot be held liable for non-delivery or delay in delivery due to circumstances beyond our control, such as breakdown of machinery, damages by fire, shortage of labour, energy or raw materials, strikes, lock-outs, intervention of government authorities and other cases offeree majeure for the duration of such interruptions.

Claims:

Claims can be considered only if presented not later than eight (8) days after arrival of the goods and prior to their further processing. In all cases a sample must be sent to us. If the claim is accepted by us, we shall either replace the goods or credit the buyer's account accordingly at our choice. Any other or further claims beyond this cannot be accepted and we cannot be held responsible for damages caused by using faulty material.

I/We, the above named Directors/Partners/Owner/s, hereby agree to abide by your Terms & Conditions of Sale and your trading terms of Nett 30 days payment and personally guarantee payment of monies due to your firm if called upon to do so. We understand that should the terms of trading be exceeded, then future transactions may be on a C.O.D. basis.

Director/Partner/Owner/s: Date .../...../.....

Director/Partner/Owner/s: Date .../...../.....

Witness: Date..../...../...