

BELLSON ELECTRIC PTY LTD A.B.N. 68 001 268 935 CONDITIONS OF SALE

1 GENERAL

These Conditions of Sale apply to the sale of items and equipment included in the current issue of the BELLSON ELECTRIC PTY LTD price list or, where a quotation is made, they shall form part of that quotation.

No variation, waiver or cancellation of any of these Conditions of Sale shall be binding on BELLSON ELECTRIC PTY LTD unless assented to by us in writing.

The Conditions of Sale are based upon AEEMA Form CC1.

2 PRECEDENCE

In the event of conflict between these conditions and those which may be included in, or implied by, any document forming part of any enquiry, specification, order or contract then these conditions shall prevail except in as far as they are expressly varied by BELLSON ELECTRIC PTY LTD in writing or otherwise by law.

3 ACCEPTANCE

The quotation is not to be construed as an offer or obligation to sell and BELLSON ELECTRIC PTY LTD reserves the right, at our option, to accept or reject any orders received.

4 EXTENT

The quotation includes only such goods as are specified therein. Goods offered ex stock are subject to prior sale and delivery time quoted is without engagement.

5 CANCELLATION OR VARIATION

A contract may, at BELLSON ELECTRIC PTY LTD's option, be terminated in the event of insolvency of the purchaser or of execution being levied against any of the goods of the purchaser or of the purchaser being placed in liquidation, whether voluntarily or otherwise.

An order may be varied only if such variation is accepted by BELLSON ELECTRIC PTY LTD in writing and any variation or cancellation by the purchaser (whether or not it has been agreed to by us) may only occur on terms which will provide for the supplier to be indemnified by the purchaser against any loss or damage.

6 PRICES

The prices charged shall be BELLSON ELECTRIC PTY LTD's prices ruling at the date of despatch.

The price quoted is based upon the quantities referred to in the quotation. Should there be any variation in the total quantity of goods ordered from that quoted, we reserve the right to amend the price quoted.

7 INFORMATION AND DRAWINGS

All descriptive specifications, illustrations, drawings, data, dimensions and weights furnished by us or otherwise or contained in catalogues, price lists and other advertising matter of BELLSON ELECTRIC PTY LTD are approximate only and are intended to be by way of a general description of the goods and shall not form part of the contract unless certified by us in writing, in which case they shall be subject to recognised tolerances.

8 PACKING

Unless stated otherwise in the quotation the price quoted includes packing in accordance with BELLSON ELECTRIC PTY LTD's standard practice. Any other packing requested by the purchaser or deemed necessary by BELLSON ELECTRIC PTY LTD will be charged for in addition to the price quoted.

9 DELIVERY

Unless otherwise stated in writing the price quoted excludes for delivery of the goods ex BELLSON ELECTRIC PTY LTD's store. If delivery is requested beyond this point we may, at our discretion, agree to act as agent for the purchaser in this matter and all costs for carriage and insurance will be for the purchaser's account. Off-loading and/or handling will in any event be the responsibility of the purchaser.

10 STORAGE

If the delivery is delayed for any reason beyond BELLSON ELECTRIC PTY LTD's reasonable control for a period of 14 days after the date on which the purchaser is notified that the contract goods or any completed items forming part thereof are ready for delivery, the risk of such goods shall forthwith pass to the purchaser, and we shall be entitled to present invoices to the purchaser for payment in accordance with clause 14. If the purchaser shall fail to take delivery of the goods in accordance with the preceding sentence, BELLSON ELECTRIC PTY LTD may at their option arrange suitable storage of such goods at our premises or elsewhere and all costs of or incidental to such storage shall be borne by the purchaser. The purchaser shall, on demand, pay to BELLSON ELECTRIC PTY LTD all costs of storage, insurance, demurrage, handling and other charges incidental to such storage.

If delivery is delayed for any reason beyond the reasonable control of both BELLSON ELECTRIC PTY LTD and the purchaser after the period stated in the preceding paragraph of this clause, the costs of storage, insurance, demurrage, handling and other charges incidental to such storage shall be shared equally between the parties and the risk in the goods shall remain with BELLSON ELECTRIC PTY LTD and they shall be entitled to present invoices to the purchaser for payment in accordance with Clause 14 for half the quoted value of the goods ready for delivery, the balance being invoiced when delivery is effected.

11 DAMAGE OR LOSS IN TRANSIT

Where carriage is the responsibility of BELLSON ELECTRIC PTY LTD, we will repair or at our option replace free of charge contract goods lost or damaged in transit to the contractual point of delivery provided we are given written notice of such loss or damage within three days of delivery or expected delivery, or within such times as will enable us to comply with the carrier's conditions of carriage as affecting loss or damage in transit.

12 PROPERTY AND RISK

A) The risk in the goods shall pass to the purchaser upon delivery, but property in the goods shall not pass to the purchaser until full payment has been received by BELLSON ELECTRIC PTY LTD of all moneys payable to BELLSON ELECTRIC PTY LTD by the purchaser with respect to goods supplied under this or any other contract.

B) Until property passes to the purchaser hereunder, the purchaser acknowledges that it is in possession of the goods solely as bailee and agent for BELLSON ELECTRIC PTY LTD and in that capacity shall store the goods separately from the purchaser's own goods and those of any other person and in a manner which clearly identifies the goods as belonging to us.

C) Subject to paragraph (E), the purchaser is authorised by BELLSON ELECTRIC PTY LTD to sell the goods in the ordinary course of its business but to do so only as a bailee and agent of BELLSON ELECTRIC PTY LTD (although the purchaser shall not expressly or impliedly represent itself as such).

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(CONTINUED)

D) The proceeds of each sale of the goods made by the purchaser as bailee and agent of BELLSON ELECTRIC PTY LTD will be paid to and received by the purchaser upon trust for BELLSON ELECTRIC PTY LTD. All such proceeds shall be paid into a separate bank account in the joint names of the purchaser, as trustee, and BELLSON ELECTRIC PTY LTD, as owner, and shall not be mingled with the purchaser's own moneys. All funds deposited in that account shall belong to BELLSON ELECTRIC PTY LTD but, subject to paragraph (E), amounts representing the excess of the price at which the purchaser actually sells any goods over the amounts due to BELLSON ELECTRIC PTY LTD in respect of those goods. So long as the purchaser has not fully discharged its indebtedness to BELLSON ELECTRIC PTY LTD with respect to the moneys referred to in paragraph (A), the purchaser shall at the request of BELLSON ELECTRIC PTY LTD assign to us the benefit of any claim which the purchaser has against its buyers with respect to the goods.

E) Without prejudice to any of BELLSON ELECTRIC PTY LTD's rights and without notice to the purchaser, the authority granted to the purchaser under paragraphs (C) and (D) will be automatically revoked and BELLSON ELECTRIC PTY LTD may retake possession of the goods (and for that purpose BELLSON ELECTRIC PTY LTD may by its servants and agent enter upon the purchaser's premises or any other place where the goods may be) if any of the following events occur:

- (a) (i) an order is made or a resolution is passed for the winding up of the purchaser;
- (ii) a receiver or receiver and manager or official manager is appointed in respect of any of the assets, undertaking or property of the purchaser.
- (iii) the purchaser makes an assignment for the benefit of its creditors or a compromise or arrangement is entered into between the purchaser and its creditors; or
- (iv) the purchaser is unable to pay its debts as and when they fall due, or ceases or threatens to cease to carry on business;
- (b) the purchaser fails to pay the whole or any part of the purchase price or transport or other charges for any of the goods supplied hereunder when due and payable; or
- (c) the purchaser is in breach of any other terms or conditions of these standard terms of trade.

13 SALES TAX AND GOVERNMENT IMPOSTS

The prices quoted are exclusive of Sales Tax or other Government imposts and any such charges will be to the purchaser's account.

14 TERMS OF PAYMENT

Unless stated otherwise in the quotation or agreed in writing, all prices quoted are strictly net and payment in full shall be made upon presentation of invoices. BELLSON ELECTRIC PTY LTD reserves the right to deliver and invoice any item or items comprising the whole or part of any order or to proceed in accordance with Clause 9 hereof prior to any delivery time quoted by us. The extension of credit shall be at the absolute discretion of BELLSON ELECTRIC PTY LTD. Should the purchaser delay in respect of any payment due to us then BELLSON ELECTRIC PTY LTD shall have the right in addition to all other rights to which they are entitled at law to charge interest on the overdue amount at such rate as shall be charged to us by our bankers for overdraft accommodation and calculated from the date of invoice to the actual date of full and final payment. Payment will be credited first against interest accrued.

15 GOODS RETURNED FOR CREDIT

Goods will be accepted for credit only by prior agreement or to the extent that they have been wrongly or over supplied.

Returned goods shall be delivered to the supplier free of charge, in good order and condition, unused and in the original packaging, accompanied by a despatch note stating the original invoice number, date of supply and reason for return. (Except where goods have been wrongly or over supplied, a charge as determined by BELLSON ELECTRIC PTY LTD will be made for handling costs). Any claim by a purchaser for short or wrongful delivery of goods must be notified to BELLSON ELECTRIC PTY LTD in writing within 14 days after delivery of the goods to the purchaser. Any claim which the purchaser does not notify or any goods not returned for credit by the purchaser within the time aforesaid (time being of the essence) shall be deemed to have been absolutely waived or absolutely accepted as the case may be.

Goods made to special order cannot be returned or credited unless not to specifications or otherwise not in accordance with any expressed or implied term of the contract.

A minimum charge of \$20.00 will be levied on all goods returned up to \$200.00 net invoice value. Above \$200.00 net invoice value a charge of 10% will be made.

16 MINIMUM ORDER VALUE

The minimum order value for all orders will be \$50.00.

17 WARRANTY

Every care is taken to ensure that no defective equipment leaves BELLSON ELECTRIC PTY LTD's works. Therefore, all goods manufactured by us are guaranteed against faulty workmanship and materials for a period of 12 months from date of despatch providing the Purchaser notifies us in writing, and returns the goods carriage paid within 30 days and upon the fault or defect being established to our satisfaction we shall repair the goods or replace them delivered free to the customer's premises in exchange for the goods returned. We shall not replace goods or make up shortages:

- (i) In respect of which the Purchaser or any third party has without our previous written consent effected modifications or repairs.
- (ii) If the faults or defects were caused by incorrect or negligent handling, installation, disregard of operation instruction, overloading, unsuitable work or any other default by the Purchaser or any third party.
- (ii) If the faults or defects were caused by fair wear and tear, accident, or any other matter beyond our reasonable control occurring after the date of delivery.

18 LIABILITY OF SUPPLIER

Except as may otherwise be provided by law, BELLSON ELECTRIC PTY LTD shall not be under any liability whether in contract, tort or otherwise, for any injury, damage or loss, including consequential damage or loss whether to persons or property, arising out of this contract or the goods supplied pursuant thereto, including any defects therein, or anything connected therewith.

Where the goods to be provided by us are not of a kind ordinarily acquired for personal domestic or household use or consumption, then the liability of BELLSON ELECTRIC PTY LTD for a breach of a condition or warranty implied by the Trade Practices Act 1974 (other than a condition or warranty implied by Section 69) shall be limited to the repair of the goods, or, at our option, the replacement of the goods or the supply of equivalent goods.

If the basis of a contract is such that the purchaser is a consumer as defined in the said Act or in any other law of the Commonwealth or of any State or Territory, attention is drawn to the purchaser's right under the said Act or any such law.

19 LEGAL CONSTRUCTION

Except as may be otherwise agreed by BELLSON ELECTRIC PTY LTD, the contract shall be governed by the laws of the State or Territory of Acceptance.