

TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS OF SALE (Hardware, Equipment & Chemicals)

Chemron Australia Pty Ltd (ABN 41 638 494 265)

1 Interpretation

- In these terms and conditions and in any contract to which these conditions apply:
 - “Company” means Chemron Australia Pty Limited (ABN 41 638 494 265);
 - “Customer” means the entity or individual to whom the Company has supplied goods, either in its own right or as agent under these terms;
 - “Contract” means the contract between the Company and the Customer for or in relation to the sale and purchase of goods. Goods means any item of whatsoever nature which is sold or to be sold by the Company to the Customer;
 - These Terms of Trade (“Terms”) apply to all Goods supplied by the Company;
 - “Goods” means all goods sold by the Company and/or delivered by the Company to the Customer and/or services provided by the Company to the Customer from time to time.
- No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.
- The Customer acknowledges that no employee or agent of the Company has any right to make any representation, warranty or promise in relation of the Goods or the sale of the Goods other than as contained in these Terms.

2 General

- All purchase orders supplied by the Customer are subject to acceptance by the Company and no Contract between the Company and the Customer comes into existence until the Company issues a Confirmation in relation to the order.
- No variation or abrogation of these terms and conditions shall be effective unless it is evidenced in writing signed on behalf of the Company.

3 Authority to obtain Credit Information

- To enable the Company to assess the Customer’s application for commercial credit, the Customer authorises the Company as follows:
 - If asked to provide commercial credit, to obtain from a credit reporting agency a credit report containing personal credit information about the Customer. This is in accordance with Section 18K (1)(b) of the Privacy Act 1988.
 - If asked to provide personal credit, to use a credit report containing information about the Customer’s commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person. This is in accordance with Section 18L (4) of the Privacy Act 1988.
 - The Customer agrees that if they default on our terms of subscription, the Company may list information about the credit default with a credit reporting agency. This is in accordance with (Section 18E (1)(b)(vi) of the Privacy Act 1988.

4 Acknowledgement

- The Customer and signatories appearing below hereby acknowledge receipt of a copy of this agreement.

5 Payment

- Unless otherwise agreed by the parties in writing, payment shall be made within 30 days from invoice date in which the goods are purchased and/or supplied.
 - Time for payment of the price of the goods or services shall be of the essence of the Contract and if the Customer fails to pay the price when due the Company may treat the Contract as repudiated by the Customer or may, unless payment in full is made, suspend delivery of the goods or services the subject of the Contract and any goods or services the subject of any other Contract with the Customer without incurring any liability whatsoever to the Customer in respect thereof.
 - In addition, without prejudice to such rights of the Company, the Customer shall (if so required by the Company) pay interest to the Company on the total outstanding amount due to the Company at a rate equivalent to the interest rate prescribed by section 100 of the Civil Procedure Act 2005 (NSW) or any replacement thereof, until payment of the debt plus all costs, charges and expenses which may be incurred by the Company are recovered including a one-off administration fee of \$160.00 until the total outstanding amount is paid in full.
 - Notwithstanding any rights of lien to which the Company may otherwise be entitled, the Company shall have a specific lien (including a right of sale) over the goods or services the subject of the Contract and any goods or services the subject of any other contract with the Customer until the price of the goods or services has been paid in full. The Customer shall not be entitled to make any deduction from the price of the goods or services in respect of any off-set or counter claims.
- Goods and Services Tax (GST) will be charged on those Goods and Services that attract GST at the applicable rate.

6 Property in Goods

- Goods supplied by the Company to the Customer shall be at the Customer's sole risk immediately on their delivery to the Customer.
- Notwithstanding that the risk in the Goods may have passed to the Customer, the Company and the Customer agree that ownership of the Goods shall not pass until:
 - the Customer has paid the Company all amounts owing for the particular Goods; and
 - the Customer has met all other obligations due by the Customer to the Company in respect of all contracts between the Company and the Customer
- Receipt by the Company of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Company's ownership or rights in respect of the Goods shall continue.
- It is further agreed that:
 - where practicable the Goods shall be kept separate and identifiable until the Company shall have received payment and all other obligations of the Customer are met; and
 - until such time as ownership of the Goods shall pass from the Company to the Customer the Company may give notice in writing to the Customer to return the Goods or any of them to the Company. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
 - the Company shall have the right of stopping the Goods in transit whether or not delivery has been made; and
 - if the Customer fails to return the Goods to the Company then the Company or the

- Company's agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated and take possession of the Goods; and
- the Customer is only a bailee of the Goods and until such time as the Company has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Customer owes to the Company for the Goods, on trust for the Company; and
 - the Customer shall not deal with the money of the Company in any way which may be adverse to the Company; and
 - the Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Company; and
 - the Company can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer; and
 - until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other Goods the parties agree that the Company will be the owner of the end Goods.

7 Warranties and Exclusions of Liability

- The Company warrants that the goods or services when delivered to the Customer will comply with any description for the goods or services contained in the relevant Sales Confirmation (if any) and with the Standard Specification for the goods or services. The Company is not required to supply goods or services with any specification or characteristics that are outside of any such description for the goods or services (if any) or the Standard Specifications.
- The Customer acknowledges, agrees, represents and warrants that:
 - as the use of the Goods or Services is outside the control of the Company, the Customer is satisfied that the Goods or Services when supplied in accordance with clause 6 above will have the condition, characteristics, quality and attributes that will make them suitable or fit for any ordinary or special purpose required for those Goods or Services, even if that purpose is made known to the Company at any time;
 - the Customer has or will in a timely manner conduct all mandatory or prudent tests and apply all mandatory or prudent quality control checks and procedures to ensure that any Goods or Services are suitable or fit for any purpose required of them; and
 - the Customer has not relied upon any statement, representation, warranty, condition, advice, recommendation, information, assistance or service provided or given by the Company or anyone on its behalf in respect of the Goods or Services, other than those that are expressly contained in the Contract.
 - The Customer releases and indemnifies the Company and its officers, employees, consultants and agents from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with the Customer and whether at common law, under tort (including negligence), in equity, pursuant to statute or otherwise, in respect of any loss, death, injury, illness, cost or damage arising out of any breach by the Customer of any warranty provided by it under paragraph b) of this clause.
- Except as expressly set out in the Contract and except for liability under any Prescribed Terms, to the full extent permitted by law:
 - all conditions, warranties, terms and obligations expressed or implied by law or otherwise relating to the Contract or the performance of the Company's obligations under the Contract or to any Goods or Services supplied or to be supplied by the Company under the Contract are excluded, except for those conditions and warranties as to title in the goods; and
 - without limiting the generality of the foregoing, the Company gives no condition or warranty whatsoever as to the suitability, performance or fitness of the Goods or Services for their ordinary or any special use or purpose, and the description of the Goods or Services in any Contract or any

other document shall not import any such condition or warranty on the part of the Company.

- To the extent permitted by law the liability of the Company for a breach of any condition or warranty contained in the Contract including (without limiting the generality of the foregoing) any Prescribed Term implied into the Contract is limited, at the Company's option, to:
 - in the case of Goods, the repair or replacement of the goods or the supply of equivalent goods or the cost of repairing or replacing the goods or of acquiring equivalent goods; and
 - in the case of services, the re-supply of the services or the payment of the cost of re-supplying the services.
- To the extent permitted by law, the Company will have no liability to the Customer however arising and under any cause of action or theory of liability, in respect of special, indirect or consequential damages, loss of profit (whether direct or indirect) or loss of business opportunity arising out of or in connection with the Contract or its performance.

8 Cancellation of Order

- Subject to the quality assurance on the front page of this order, no order may be cancelled, modified or deferred without the prior written consent of the Company (which is at the Company's sole discretion) and if such consent is given, it is at the Company's election, subject to the Company being reimbursed all losses, including loss of profits, and paid a cancellation and restocking fee (being not less than 20% of the invoice value of the Goods) and freight to and from the Customer and Company. Orders cannot be cancelled except upon terms, which will fully compensate the Company against all and any loss occasioned to it as a consequence of such cancellation.

9 Returns

- Standard stock Goods sold by the Company are returnable only in accordance with the warranty provisions hereof. Before returning any Goods, the Customer must obtain the Company's written material return authorisation and instructions. Incorrectly ordered goods authorised for return are subject to a 20% handling charge which may be deducted and withheld from any amounts paid to the Company by the Customer or shall otherwise be paid by the Customer. Methods of return or charges incurred are to the Customer's account, cost of restoring damaged returned packages are also to the Customer's account.
- Custom made labels and tickets cannot be returned.

10 Company's Liability Limited

- Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 ("CGA") or the Fair Trading Acts ("FTA") in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
- Where the Customer buys the Goods as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.

11 Personal Property and Securities Act 2009 ("PPSA")

- In this clause:
 - financing statement has the meaning given to it by the PPSA;
 - financing change statement has the meaning given to it by the PPSA;
 - security agreement means the security agreement under the PPSA created between the Customer and the Company by these terms and conditions; and
 - security interest has the meaning given to it by the PPSA.

- Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions:
 - constitute a security agreement for the purpose of the PPSA; and
 - create a security interest in:
 - all Goods previously supplied by the Company to the Customer (if any);
 - all Goods that will be supplied in the future by the Company to the Customer.
- The Customer undertakes to:
 - promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Company may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - register any other document required to be registered by the PPSA; or
 - correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii) of the PPSA;
- indemnify, and upon demand reimburse the Company for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
- not register a financing statement in respect of a security interest without the prior written consent of the Company;
- not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Company; and
- immediately advise the Company of any material change in its business practices of selling the Goods which would result in a change in the nature of the proceeds derived from such sales.
- The Company and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- Unless otherwise agreed to in writing by the Company, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- The Customer shall unconditionally ratify any actions taken by the Company under clauses 11.3 to 11.5.

12 Indemnity

- The Customer shall keep the Company indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature, including, without prejudice to the generality of the foregoing, claims of death, personal injury, damage to property and consequential loss (including loss of profit) which may be made against the Customer or which the Customer may sustain, pay or incur as a result of or in connection with the manufacture, sale, export, import or use of the goods unless such costs, claim, demand, expense or liability shall be directly and solely attributable to any breach of contract by, or negligence of, the Company or its duly authorised employee or agent.

13 Health and Safety

- It is the Customer's responsibility to ensure that all applicable health and safety regulations are observed and other appropriate steps taken in relation to the storage, handling and the use of the goods and, where information is supplied to the Customer on potential hazards relating to the goods, to bring such information to the attention of its employees, agents, sub-contractors, visitors and customers.
- Without prejudice to the foregoing, it is also the Customer's responsibility to provide safe facilities for the reception of goods into storage.

14 Proper Law and Jurisdiction

- All Contracts made between the Company and the Customer shall be governed by and construed in accordance with the laws of New South Wales, Australia. The Customer agrees to submit to the non-exclusive jurisdiction of the New South Wales Courts and courts of appeal therefrom for all purposes of or in connection with such Contracts.

15 Cost Recovery

- Any expenses, costs or disbursements incurred by the Company in recovering any outstanding monies owing by the Customer including debt collection fees and solicitors costs shall be paid by the Customer, providing that those fees do not exceed the scale charges as charged by that debt collection agency or solicitor plus any out of pocket expenses.

16 Waiver

- No waiver, alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed on behalf of the Company by an officer of the Company duly authorised to do so.
- No waiver by the Company with respect to any breach or default or any right or remedy or any variation of the foregoing terms and conditions shall be deemed to constitute a continuing waiver of any other breach or default or any other right or remedy or any other variation of the foregoing terms and conditions.

17 Entire Agreement

- These terms and conditions embody the entire agreement and understanding between the parties and are intended as a complete and exclusive statement of the terms of agreement regarding the Goods or Services (set forth on the Company's Sales Order between the parties), and supersede any prior or collateral agreement or understanding between the parties relating to the subject matter hereof (including those that may be contained on any Customer documents other than those which are specifically referred to or contained herein). Each paragraph and provision hereof is severable and if any provision is held invalid or unenforceable, the remaining provision shall nevertheless remain in full force and effect.