

	<h1>TERMS AND CONDITIONS OF SALE</h1>	<p>Date: March 2017</p> <p>Rev: 0</p>
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1 GENERAL

Following are the general terms and conditions for the sale of goods. If the sale results from a written quotation the specific terms and conditions appearing on the quotation shall prevail.

2 TERMS OF PAYMENT

Net cash within 30 days from date of invoice.

3 CLAIMS

Subject to clause 4.3 no claim will be recognised unless made in writing to TAMBORITHA CONSULTANTS PTY LTD (Vendor) within fourteen days after receipt of goods by the purchaser, and in no instance shall any claim be greater in amount than the actual invoice value of the goods as delivered by the vendor.

4 WARRANTIES AND CONDITIONS

- 4.1 Subject to clause 4.3, the Vendor will in no circumstances be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any defect in material or workmanship or any defect in the goods or service supplied or by any negligence of the Vendor or any servant or agent of the Vendor.
- 4.2 All warranties conditions terms or representations express or implied by the common law statute or otherwise as to the state, quality, merchantability or fitness of the goods or as to the conformity of the goods to the description set out on the face hereof are, subject to clause 4.3 hereof, expressly excluded.
- 4.3 Where any clause hereof or any part hereof purports to exclude restrict or modify any State or Federal legislation which cannot be excluded, restricted, modified, such provision or part thereof shall be deemed to be omitted here from, and any contract arising hereunder shall continue in force as though such provision or part thereof had never been incorporated herein.

5 DESCRIPTION

Any description of goods contained in this contract is given by way of identification only and use of such description shall not constitute this contract a sale by description.

6 DELIVERY

Any times quoted for delivery are estimates only and the Vendor, subject to clause 4.3 hereof shall not be liable for failure to deliver or for delay in delivery arising from any cause whatsoever beyond the Vendor's control.

7 RETENTION OF TITLE

Title to the goods will pass to the purchaser when payment in full clear funds for the goods has been received by the Vendor. Until the date of final payment:

- a. The Purchaser shall store the goods so that they are clearly identified as the property of the Vendor.
- b. The Vendor shall have the right (and is hereby authorised) by the Purchaser to enter into and upon any premises or vehicle where the goods may be stored or in use from time to time (with or without others) and to retake possession of and remove the same and the Purchaser hereby



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indemnifies the Vendor against any claim action or damages arising out of any such action and against the cost of the same.

- c. If the goods are used in the manufacture of other goods the property in those other goods shall be transferred to the Vendor and they shall be stored so that they are clearly identified as the property of the Vendor provided that the Purchaser may sell and deliver any such goods to a third party in the ordinary course of business on the condition that should the Vendor so require the Purchaser will assign to the Vendor the rights in respect of the sale price therefore.

8 RISK

Risk in relation to the goods transfers from the Vendor to the Purchaser upon delivery and receipt by the Purchaser.

9 RETURNS

No freight charges for return of goods under the Purchaser's volition shall be acceptable by the Vendor unless authorised by the Vendor. Goods returned for credit may be subject to restocking charges and will only be accepted if received in original condition

10 PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

10.1 The purchaser acknowledges that these Terms and Conditions constitute a Security Agreement for the purposes of the PPSA and create a Security Interest in:

- a. all Goods previously supplied by the Vendor to the Purchaser (if any); and
- b. all Goods that will be supplied in the future by the Vendor to the Purchaser.

10.2 The Purchaser agrees to grant a Purchase Money Security Interest (PMSI) to the Vendor to secure any amounts owing to the Vendor by the Purchaser in respect of the supply of Goods, until full payment of all monies owing to the Vendor for those goods.

10.3 The purchaser undertakes to:

- 10.3.1 Promptly sign any further documents and / or provide any further information (such information to be complete and accurate in all respects) which the Vendor may reasonably require to register a Financing Statement or Financing Change Statement in relation to a Security Interest on the Personal Property Securities Register;
- 10.3.2 Not register a Financing Change Statement in respect of a security Interest without the prior written consent of the Vendor;
- 10.3.3 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 prior written consent of the Vendor;
- 10.3.4 Pay all costs incurred by the Vendor in registering and maintaining a Financing Statement (including registering Financing Change Statement) on the PPSR and / or enforcing or attempting to enforce the Security Interest created by these Terms and Conditions; and
- 10.3.5 Be responsible for the full costs incurred by the Vendor (including legal fees) in obtaining an order pursuant to section 182 of the PPSA.

11 ACCEPTANCE OF CONDITIONS

The signing of a manifest or delivery docket for goods received, notwithstanding anything that may be stated to the contrary by the Purchaser, shall constitute acceptance of these Conditions of Sale.

