

**TERMS AND CONDITIONS FOR A CREDIT ACCOUNT WITH PETER LEIS PTY LTD****THESE ARE AVAILABLE IN LARGE PRINT UPON REQUEST.****APPLICABILITY AND ACCEPTANCE OF THESE CONDITIONS**

1. These Conditions apply to each order placed by a Client (you) for the supply of goods and services by Peter Leis Pty Ltd t/a Pete's Counter Sales ABN 22 000 881 943 (PL) provided PL has accepted that order.

1.1 Placing an order, acceptance of delivery of any goods, or the use of any service, by you will be deemed to be your acceptance of these Conditions, notwithstanding anything that may be stated to the contrary in your inquiries or on your order.

1.2 Unless agreed to in writing by PL, any qualification or variation to these Conditions contained in any document issued by you will be of no force or effect. No modification or alteration of any provision of these Conditions will be valid except in writing and signed by PL.

PRICES, CHARGES AND PAYMENTS

2. Payment for the amount specified in any invoice rendered on you by PL for your order must be made in accordance with the agreed terms as stated in Section B of the Application for Credit from Peter Leis Pty Ltd; Form: AFAC.ACCOUNTCREDIT, unless otherwise agreed in writing and authorised by PL.

2.1 Individual deliveries or deliveries of separate instalments may be invoiced separately and must be paid for accordingly.

2.2 Invoices will be delivered via e-mail, you must ensure you have an active and accessible e-mail address, unless you specifically request, in writing, the invoices be delivered by another method and accept the charges as outlined in Clause 2.3.

2.3 Invoices that are delivered, other than via e-mail, will incur additional fees for each re-issuing of an invoice;

2.3.1 Additional Invoices delivered via Australia Post will be charged at \$2.00 each incl. GST

2.3.2 Additional Invoices printed and delivered with the goods will be charged at \$1.00 each incl. GST

2.3.3 Additional Invoices faxed will be charged at \$1.30 each incl. GST

2.4 Accounts that fall outside of the agreed trading terms as stated in Section B of the Application for Credit from Peter Leis Pty Ltd; Form: AFAC.ACCOUNTCREDIT will incur accumulative monthly charges, per month or part thereof, as;

2.4.1 An administration fee of \$10.00, plus

2.4.2 Interest charge as stated on the Reserve Bank of Australia Website, Interest Rates - Cash Rate.

2.4.2.1 The Interest Rate is charged and added as a monthly charge NOT an annual interest rate,

2.4.2.2 The Interest Rate is adjusted on the 1st of June and the 1st of December annually

QUOTES

3. All Quotes are valid for a three (3) month period only

CREDIT LIMIT

4. The credit amount extended to you is as stated in Section B

4.1 If a credit limit is not completed in Section B then the default credit limit of \$2,000.00AUD applies

4.2 Once the credit limit is reached all further orders will be placed on hold until amounts over and above (including further orders) have been paid and the payment is cleared in our account.

DEPOSITS

5. A 50% deposit maybe required for all orders over the value of \$2,000.00AUD

5.1 the collection or request for this deposit is at the sole discretion of PL

5.2 if a deposit is required PL will inform you via written material or verbally

5.3 manufacturing or production will not commence until the deposit has been cleared in our account

MEASUREMENTS

6. All measurements are nominal

DELIVERY

7. Dates given for delivery are stated in good faith but are not to be treated as a condition of the sale.

7.1 Delivery will be deemed to be complete when the product is dispatched to your delivery address.

7.2 Delivery by PL to a carrier will be deemed to be delivered to you. PL product as ordered by you will be delivered to the address set out on your order form for the product, or such other address agreed by PL in writing.

UNANTICIPATED EVENTS / FORCED MAJEURE

8. PL may cancel or suspend delivery of any ordered product in the event of any delay or non-performance due directly or indirectly to wars, terrorism, strikes, lockouts, delays or defaults of manufacturers or suppliers, act of God, or any other cause (whether similar or dissimilar) beyond PL's reasonable control.

RISK AND TITLE

9. The risk in any goods ordered by you from PL passes to you on delivery.

9.1 Without prejudice to your liability to pay for goods supplied, such goods remain the property of PL as legal and equitable owner pending cleared payment in full of all monies due for such goods.

9.2 You acknowledge that you are in possession of such goods as bailee for PL pending payment in full.

9.3 Until payment in full, PL will be entitled to retake possession of the goods. To allow PL to do that, you grant PL an irrevocable right to enter at any time any premises or place where the goods are held, or thought to be held, and to remove the goods. PL may then resell the goods and retain the proceeds of such sale. Any shortfall will be debt owed by you to PL.

COSTS

10. If you default in performing your obligations under these Conditions and PL incurs expenses in enforcing its rights under these Conditions (for example and without limitation, expenses incurred by PL in recovering any monies owed by you to PL), you must pay those expenses to PL on demand (including all legal costs on a full indemnity basis).

RETURNED GOODS

11. Subject to Clause 11.3, any goods delivered by PL may be returned provided:

11.1 In regard to tailored, special order and manufactured products; you notify PL in writing of your request to cancel your order for the goods prior to PL ordering or the manufacturing of the goods commences.

11.1.1 In the event that manufactured goods are cancelled you may be liable to pay for any special order materials or goods regardless of whether you receive the product or not.

11.1.2 Manufactured goods are not able to be returned once delivered. If the goods are defective as a result of the manufacturing carried out by PL, then PL will repair the fault and return the goods to you.

11.1.3 Once manufactured goods are used / placed in production, PL is not responsible for any defect that arises from use.

11.2 In regard to standard stocked items,

11.2.1 you notify PL in writing of your request to cancel your order for the goods within 7 days of the date of the invoice for those goods. Your notification must include the purchase order number, title, quantity and invoice number of the goods;

11.2.2 you return the goods to PL and you quote any return authority number, or include any return label or authority, issued by PL, with the returned goods; and

11.2.3 the goods are returned in their original condition, in which case, PL in its absolute discretion will either reproduce, issue you with a credit for, or will refund, the purchase price paid by you for the returned goods.

11.3 Except where required by law, you are not entitled to any refund or credit in respect of a cancellation of an order if you do not comply with clause 11 in it's entirety.

PRIVACY

12. You acknowledge that personal information concerning you collected or held by PL (whether contained in this document or otherwise obtained) is provided and may be held, used and disclosed

12.1 By PL for the following purposes:

12.1.1 so PL can provide the goods and services you have ordered;

12.1.2 administering, whether directly or indirectly, PL's contracts and enforcing PL's rights under those contracts;

12.1.3 marketing goods and services provided by PL;

12.1.4 conducting market research;

12.1.5 ascertaining at any time your creditworthiness and obtaining at any time credit reports, character references or credit statements;

12.1.6 if you are in default under any invoice rendered by PL, notifying and exchanging your personal information with PL's debt collection agency or authorised representative;

12.1.7 enabling PL to notify any credit agency of any application for credit or default on any obligation of you to PL and enabling PL to provide such personal information to any credit agency so such credit agency can maintain effective accounting records;

12.1.8 enabling you to communicate with PL for any purpose

12.2 If you do not want PL to use your personal information for any of the purposes set out in clauses 12.1.3 or 12.1.4, please advise PL in writing

12.3 You also agree that if you provide PL with personal information about any other individual, you will ensure that the individual is aware of:

12.3.1 your supplying their personal information to PL and the purpose for which PL has collected the personal information;

12.3.2 their ability to access and request correction of the personal information in accordance with the Privacy Act 1988 (Cth); and

12.3.3 the contact details of PL

12.4 You have the right under the Privacy Act 1988 (Cth) to obtain access to, and to request correction of, any personal information concerning you held by PL

12.5 You authorise PL to obtain at any time from any person or entity, any information PL may require to process or accept any application for credit you may make to PL, or to perform or complete any of the other purposes for which you have provided personal information to PL. You authorise any such person to release to PL any personal information that person holds concerning you.

12.6 If you fail to provide any information requested by PL in respect of any application for credit you may make, PL may be unable to process such application

DISCLAIMER OF LIABILITY AND WARRANTIES

13. The Trade Practices Act 1974 (Cth) and similar laws may confer rights and remedies on you in relation to the provision by PL of goods or services ordered by you which cannot be excluded, restricted or modified (Non-excludable Rights). PL does not exclude any Non-excludable Rights but does exclude all other conditions and warranties implied by custom, law or statute.

13.1 Except as provided for by the Non-excludable Rights:

13.1.1 all goods and services ordered by you are provided without warranties of any kind, either express or implied;

13.1.2 PL does not warrant that those goods and services will be complete or free from all errors; and

13.1.3 PL does not warrant that information will continue to be available to PL to enable PL to keep those goods and services up-to-date

13.2 Subject to clause 13.1, under no circumstances (including but not limited to any act or omission on the part of PL) will PL be liable for any loss or damages (including, without limitation, indirect, incidental, special or consequential or punitive damages and damages for loss of profits) whatsoever which result from any use, or any inability to use PL's goods or services

13.3 To the fullest extent permitted by law, PL's liability for breach of any implied warranty or condition which cannot be excluded is limited at the option of PL to supply the goods or service ordered by you again or paying for their resupply to the monetary value of if PL were supplying the goods or services

GOVERNING LAW

14. These Conditions will be governed by and construed according to the law of New South Wales and the parties agree to submit to the jurisdiction of the courts and tribunals of that State

DISPUTE RESOLUTION

15. The parties must attempt to resolve any dispute as quickly as possible. However, if such dispute is not resolved within 20 business days of notification by one of the parties to the other of the particulars of the dispute, before issuing proceedings at court, either one of the parties may refer the dispute to mediation, administered by the Australian Commercial Disputes Centre in accordance with its guidelines for commercial mediation. Each of us must bear our own costs of the mediation

15.1 Should the matter be referred to mediation under clause 15, neither one of the parties may commence court proceedings concerning a matter in dispute unless the matter has not been resolved within 90 days of the referral

SEVERANCE

16. If any provision of these terms is held to be invalid or unenforceable, such provision will be struck out or amended and the remaining provisions will remain in force

INDEMNITY

17. You must at all times indemnify us and our officers, employees, contractors and agents ("those indemnified") against any loss (including reasonable legal cost and expenses) or liability arising from any proceedings against those indemnified where such loss or liability was caused by:

17.1 a breach by you of an agreement; or

17.2 incurred by those indemnified in enforcing any rights under an agreement with you

TERMINATION

18. Without limiting the generality of any other clause in these terms, we may cease to fulfil work in progress or refuse to commence new work for you if you are in breach of any term of an agreement

AMENDMENT OF THESE TERMS

19. We may amend these terms at any time and will notify you of your continued use of our Products and Services after such notice will constitute acceptance of the variation

19.1 PL will notify you in any one of the following ways:

19.1.1 printing the amended terms on our letterhead and posting it to you; or

19.1.2 facsimile of the amended terms to your prescribed facsimile number

19.1.3 electronic transmission to your prescribed email address

INTERPRETING THE TERMS AND CONDITIONS

20. Definitions and Interpreting:

20.1 You / Your / Client: refers to the individual / company as named on the Application for Credit Account

20.2 Us / Ours / PL: refers to Peter Leis Pty Ltd t/a Pete's Counter Sales

20.3 Clause; refers to a part of this document referenced by a numerical character

20.4 Section; Refers to a part of this document referenced by an alphabetic character

20.5 All section headings are for ease of reading only and not a reference

SUB-CONTRACTING TO EXTERNAL AGENCIES

21. We may, from time to time, sub-contract all or part of any product or service to an external company. These terms (except this clause) apply to products and services sub-contracted as if we had performed all of the products and service ourselves

UNCOLLECTED GOODS

22. Goods that are left on the premises for a period of 30 days, with or without payment being received by PL, will be dealt with as governed by the Uncollected Goods guidelines set out by the NSW Government Department of Fair Trading.

WAIVER

23. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.