



STANDARD CONDITIONS OF SALE

Terms of payment

The terms of payment are Net Cash Seven (7) days from invoice, unless otherwise agreed to by the company in writing.

Risk

All risk for loss or damage after delivery is to the account of the Purchaser. No responsibility will be taken for modifications made to any items supplied by the Company. The Purchaser accepts all risk associated with using items in an unfit manner or not for the purpose for which they were designed.

Return of Goods

Goods cannot be returned after 7 days of invoice date without the approval of the Company. Approval must be obtained in writing.

Specification

The Company may modify the design of its goods without notice

Delays

The date for delivery (if any) shown hereon is the estimated date for delivery only and the Company shall be under no liability for any loss or damage however arising if the goods are not delivered by that date. Where the Company is unable to deliver the goods because of hindrances such as accidents to machinery, differences with workmen, strikes, lockouts, breakdowns, labour shortages, fires, floods, priorities required or requested by any Government or its agents, delays in transportation, lack of transportation facilities or restrictions imposed by any laws or any cause beyond the control of the Company, then the estimated date for delivery shall be extended until the cessation of the effect of such hindrances.

Order variations

Alterations to orders will not be accepted once production of the goods has commenced.

Alteration of contract

Unless expressly acknowledged by the Company in writing, any variations to this contract are not accepted and will be treated as inapplicable.

Purchased equipment

The Company will, upon request, and at the cost to the purchaser, assign to the Purchaser such guarantees or warranties from equipment suppliers and sub contractors as it receives and are capable of assignment.

Governing Law

This contract shall be governed by the laws of the State of New South Wales and the parties submit to the jurisdiction of its courts.

Title

- a) Title to and property in the goods shall not pass to the Purchaser until the Purchaser has paid the Company the total purchase price of the goods under contract and all monies outstanding under any other sale of goods contract with the Company.
- b) Until payment of the total purchase price (or all monies outstanding), the Purchaser shall store the goods as bailee in such a way that clearly identifies the goods as being the property of the Company.
- c) Until payment of the total purchase price (or all monies outstanding), the Purchaser is to ensure the goods with all proper care. Any insurance claims in respect of damage or destruction of the goods are hereby assigned to the Company. The Purchaser hereby indemnifies the Company against any loss or damage to the goods however arising.
- d) The Purchaser is entitled to resell the goods in the usual course of its business but, in such case, the Company is to be entitled to receive from proceeds of such sub-sale payment of the total purchase price (or all monies outstanding), which proceeds to the extent of the amount of

the total purchase price outstanding (or all monies owing) shall be kept in a separate account and held by the Purchaser in trust for the Company.

- e) The Purchaser shall, on request, disclose to the Company all relevant information regarding the goods and any sub-sale by the Purchaser.
- f) The Purchaser shall inform the Company immediately of any levy of execution to attempt the levy execution by a third party against the goods, the title to which is reserved to the Company pursuant to this contract or any other sale of goods contract with the Company.
- g) If the purchaser fails to pay the Company the total purchase price on the due date for the payment or any of the events referred to in the **Default** clause occur, then without prejudice to any other remedy the Company shall be entitled to retake possession of the goods or any part of the goods without notice or demand and for the purpose the Purchaser authorises the Company by its servants or agents to enter the premises owned, leased or otherwise occupied by the Purchaser for the purpose of taking possession of the goods and authorises the Company by its servants or agents to use all reasonable force to obtain such possession. In the event that the goods are not situated on premises owned, leased or otherwise occupied by the Purchaser, the Purchaser shall arrange that the Company be entitled to collect goods wherever they are situated.
- h) The Purchaser agrees in the event of a dishonoured cheque all bank related charges will be charged to the Purchaser.
- i) The Purchaser acknowledges that the Company may at any time terminate the Purchaser's right to purchase goods and service if the payment is not received by the due date and interest will be charged on overdue amounts.
- j) The Purchaser acknowledges that the cost of collection of any monies then due and payable including but not exclusively the fees of and mercantile agent of solicitors.

Default

The Company is not obligated to deliver the goods or any part of the goods if:-

- a) The Purchaser is in default of any of its obligations under this contract or any other sale of goods contract with the Company.
- b) The Purchaser (or if the Purchaser is a partnership, a partner in the Purchaser) being a natural person, commits an act of bankruptcy and/or becomes insolvent, bankrupt or calls a meeting of its creditors;
- c) The Purchaser, being a company, goes into receivership or liquidation or is wound up or dissolved or enters into any scheme or arrangement with its creditors or any class thereof or is placed under official management or a receiver or manager or a receiver and manager of its assets is appointed or an inspector or investigator is appointed pursuant to the Corporations Law or is deregistered; or
- d) The Company has reasonable grounds for suspecting that the purchaser may be in default of this contract or any other sale of goods contract with the Company, or shall become insolvent, bankrupt or call a meeting of creditors, or go into receivership, official management or liquidation (except for the purpose of voluntary reorganisation).

Payments

- a) The Company shall appropriate payments by the Purchaser for goods under this contract or any other sale of goods contract with the Company as it thinks fit, notwithstanding any purported appropriation by the Purchaser to the contrary.
- b) Payments made by cheque shall not be considered to have been made until the cheque is honoured.

Severability

Any provision of this contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability but that shall not invalidate the remaining provisions of the contract or affect the validity or enforceability of such provision in any other jurisdiction.

Interpretation

"Company" means Carbon Copies Composites, ABN 85 913 471 470 and/or any of its related corporations as defined by Section 9 of the Corporations Law.

Entire Agreement

This agreement contains the entire agreement of the parties with respect to its subject matter. Except as set out in this agreement, there are no representations or warranties that have been relied upon by the Purchaser in entering into an agreement.