

TERMS AND CONDITIONS OF SALE

1. Force and Effect

Unless otherwise agreed in writing by Pubpack Australia (A.C.N. 141 191 460) (the "Seller"), these Terms and Conditions shall govern any contract for the sale of goods between the Seller and the Buyer of the goods "the "Buyer)". In the event of any inconsistency between these Terms and Conditions and any terms and conditions which are otherwise alleged to apply to the transaction, these Terms and Conditions shall prevail. A reference to these Terms and Conditions includes any schedule, variation or annexure hereto.

These terms and conditions supersede any and all terms and conditions of previous agreements or contracts for the sale of goods between the parties, which shall be considered as having been cancelled by mutual consent, as from the date of commencement of this Agreement, except for settlement of accounts or performance of outstanding obligations from any previous contract or agreement.

The buyer agrees that:

- A) Each order of goods from the Seller;
 - B) Each delivery of goods from Seller; and
 - C) Each invoice issued by the Seller,
- Are made on these Terms and Conditions of Sale.
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2. Agreement to Buy and Sell

In consideration of payment of the amount payable to the Seller in relation to goods ordered by the Buyer pursuant to any agreement/contract for the sale of goods between the parties from time to time, the Seller shall sell and the Buyer shall buy goods from the Seller on the terms and conditions contained herein.

3. Placement of Orders

The buyer shall order goods from the Seller in writing and each order shall specify, the date of the order, particulars of the goods ordered, the preferred place for delivery of the goods, the price of the goods as quoted to the Buyer by the Seller (inclusive of GST), and any other information which the seller may reasonably request the Buyer provide from time to time.

4. Acceptance of Orders

The Seller may decline any order received from the Buyer by writing within three (3) business days of receipt of the order by the Seller, at the Seller's sole discretion. Any order not declined pursuant to this clause shall be deemed to be accepted by the Seller and shall be binding upon the seller. Once accepted by the Seller, an order cannot be withdrawn or varied by the Buyer without the written agreement of the Seller.

5. Price

Unless otherwise agreed in writing, the price of the goods payable by the Buyer in respect of each order is the price stated in the Seller's published pricelist current as at the date of the order, as issued from time to time by the Seller. A current copy of the price list is available from the Seller upon request. All prices published in the price list are subject to alteration or withdrawal by the Seller without notice. To be clear, the provisions of the clause apply notwithstanding any notation as to price included in a Buyer's order.

6. Freight and Taxes

Unless otherwise stated, all prices are net and do not include freight charges, sales tax, goods and services tax, or any similar charges, for which the Buyer will be liable to the Seller on each order, in addition to the price of the goods.

In the event that the seller agrees to deliver the goods 'free into store' (FIS) or 'free on road/rail' (FOR), each order placed by the Buyer must meet with the minimum order value advised by the Seller to Buyer from time to time. In the event the minimum order value is not met, the Seller shall be entitled, as its sole discretion, to either, charge the Buyer a delivery fee, or, to demand the Buyer organize freighting of the goods by the Buyer's nominated courier at the Buyer's cost.

7. Transit

The Seller shall not be liable to the Buyer, or any person claiming through the Buyer, for any loss or damage to goods in transit caused by any event of any kind by and person (whether or not the Seller is legally responsible for the person who caused or contributed to that loss or damage).

It is the Buyer's responsibility to check the quality and condition of the goods received, to note any shortages or damage by the way of endorsement on the courier's delivery docket and to lodge claims, where appropriate, against the insurer.

8. Payment

The Buyer must pay the price, and any associated freight, taxes or other charges, in relation to each order of goods which it may place with the Seller from time to time within thirty (30) days of the end of the month in which the order was delivered.

In the event that the Buyer makes payment for an order within seven (7) days from the date the order was invoiced, the Buyer shall be entitled to a discount of two and one half percent (2.5%) from the price of the goods in that order.

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9. **Unpaid Invoices**

Interest shall accrue on the unpaid balance of any invoice from the date being sixty (60) days after the date of invoice until the date of payment at a rate of one percent (1%) per month, compounding monthly. If the Buyer makes a full payment of the invoice by the due date as specified in clause 8, the Seller shall waive the interest that would otherwise be due on that invoice. The parties agree that any amounts charged to the Buyer pursuant to this clause are a genuine pre-estimate of the loss which will be suffered by the Seller in the event of the Buyer's default.

In the event of the Buyer's default, the Seller may recover the unpaid balance of the relevant invoice, together with all interest payable pursuant to this clause, forthwith from the Buyer as a liquidated debt in a court or tribunal of competent jurisdiction irrespective of any claim that the Buyer may have against the Seller for any thing or matter related to the goods or the associated sale of goods agreement.

10. **Passing of Title**

Notwithstanding delivery of the goods to the Buyer, title to the goods does not pass to the Buyer until payment in full is received by the Seller from the Buyer and the Buyer must:

- (a) store goods which have not been paid for separately;
- (b) keep separate records in relation to the proceeds of the sale of any goods which have not been paid for, bank the proceeds of any such sale into a separate account and immediately remit such funds to the seller; and
- (c) If any goods are used in a manufacturing process or mixed with other materials, the buyer must record the value of goods so consumed in relation to each unit of finished product and upon sale of any unit of finished product immediately remit that amount from the proceeds of sale to the seller.

The Buyer agrees that it holds the proceeds of the sale of any goods which have not been paid for by the Buyer on the trust for the Seller whether or not such proceeds are banked into a separate account.

If the Buyer does not make full payment for any goods by the due date in accordance with these Terms and Conditions of Sale, the Seller is irrevocably authorized by the Buyer to enter the Buyer's premises (or any premises under the control of the Buyer or as Agent of the Buyer if the goods are stored at such premises) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Buyer or anyone claiming through the Buyer whatsoever.

11. **Passing of Risk**

Risk in each other shall pass to the Buyer upon actual or constructive delivery of that order to the Buyer, or collection of that order by the Buyer's agent, bailee or courier as the case may be. Accordingly, until title in the goods passes to the Buyer pursuant to these terms and conditions, the Buyer must ensure the goods are insured to their full value.

12. **Term**

Any agreement or contact for the sale of goods between the parties shall commence on the date it is made and shall end on written notice of intention to terminate by one party to the other, from the Buyer to the Seller, ninety (90) days notice in writing, and from the Seller to the Buyer, seven (7) days notice in writing.

13. **Amendment**

These terms and conditions shall not be amended except as agreed in writing signed by each of the parties.

14. **Liability**

The law implies terms, conditions and warranties ('prescribed terms') into contract for the supply of goods, and prohibits exclusion, restriction or modification of certain 'prescribed terms'. Some 'prescribed terms' permit a supplier to limit its liability for breach of the 'prescribed terms'. Except as provided by the 'prescribed terms' which are unable to be contracted out of:

- 14.1 The liability of the Seller in respect of a breach of a 'prescribed term' relating to the goods is limited at the options of the Seller to the replacement or repair of the goods or part thereof, or payment of the cost of repairing or replacing the goods or any part of the goods; and
- 14.2 The Buyer does not have under any circumstances any cause of action against or right to claim or recover from the Seller for, or in respect of, any loss or damages of any kind whatsoever, including consequential loss, caused directly or indirectly by:
 - Any defect in material or workmanship of, or any other defect whatsoever in, or unsuitability for, any purpose of the goods or any part of the goods; or
 - By default or negligence on the part of the Seller or any employee, contractor or agent of Pubpack Australia or of any person for whom Pubpack Australia has legal responsibility relating to the supply of, or otherwise concerning, the goods or any part of the goods.

In all other respects, the parties hereby agree that any 'prescribed term' is hereby expressly negative and shall not be implied or otherwise incorporated into the Agreement

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15. **Warranty and Return of Goods**

To the extent permitted by law, the Seller accepts no responsibility for any alleged defect in the goods unless notified to the Seller in writing within seven (7) days of the date of delivery of the goods to the Buyer, and unless the Seller has been given the first opportunity to remedy the defect. In every case, to the extent permitted by law, the Seller's liability at the option of the Seller to the replacement or repair of the goods or part thereof, or payment of the cost of repairing or replacing the goods or any part of the goods.

No credit for or replacement of goods will be issued for goods returned to the Seller pursuant to this clause unless advised to, and approved in writing by the Seller prior to the return of the goods.

16. **Delays**

Where the Seller is unable to deliver the goods because of accidents, damage to machinery, differences with workmen, strikes, lock-outs, breakdowns, labour shortages, inability to purchase raw materials, fires, floods, delays in transportation, lack of transportation facilities or restrictions imposed by any laws or any cause beyond the control of the Seller then the date for delivery shall be extended until the cessation of the effect of such matter or matters.

17. **Default**

If either the Seller or Buyer, commit a breach of any provisions of these terms and conditions, become insolvent or go into liquidation or receivership or be declared bankrupt or be dissolved, then in addition to such other rights and remedies as the party not in default hereunder may have against the other party, such as party may terminate this agreement. In the event of termination, both parties undertake to honor their respective commitments with regard to outstanding orders at the time of termination.

Furthermore, if the Buyer is in default of the agreement, the Buyer shall be liable to pay the Seller's costs for enforcing or preserving the Seller's rights pursuant to the agreement and/or recovering any monies to the Seller by the Buyer, including legal expenses on a full indemnity basis.

18. **Notices**

Any notice to be sent to a party agreement or contact pursuant to these terms and conditions shall be sent by registered mail to the address of the parties sent out herein and shall be deemed to have been received three (3) days after the same shall have been posted.

19. **Jurisdiction**

The proper law of contract to apply to these terms and conditions is the law of the State of Queensland, and the parties hereby accept and submit to the jurisdiction of the Courts of that State.

20. **Description of Collateral**

For the purposes of these Terms and Conditions of Sale:
"goods" means packaging and janitorial products and supplies."

21. **PPSR**

The Buyer agrees it will do all that is reasonably necessary to assist the Seller in registering on the *Personal Properties Securities Register* any security interests arising pursuant to these Terms and Conditions of Sale.

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