

PLYWOOD AND PANEL SUPPLIES PTY LTD
TERMS & CONDITIONS OF SALE

1. General

- (a) Upon granting credit facilities to the applicant (referred to as "The Buyer") by Plywood & Panel Supplies P/L (referred to as "The Seller") the following terms and conditions of sale shall apply.
 - (b) Where the Seller commences the necessary actions on its part to supply goods ordered by the Buyer a contract exists (referred to as "the Contract" in these terms and conditions). The only terms applying to the contract are those set forth herein or otherwise agreed to in writing by the Seller and those, if any, which are implied by law and cannot lawfully be excluded.
 - (c) Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.
- 2. Orders:** All orders placed with the Seller's appointed agents or branches shall be deemed to have been placed with the Seller's Head Office in Darra , Brisbane, Australia.
- 3. Delivery:** If the Buyer shall fail to supply particulars or to do any other act necessary to enable the Seller to deliver within the time agreed between the Buyer and Seller, the Seller shall have the right to cancel the undelivered balance or any balance which the Seller cannot deliver by reason of the Buyers default hereunder and in either case without prejudice to any claim which the Seller might have for damages.
- 4. Time of Delivery:** The delivery times known to the Buyer are estimates only and under no circumstances will the Seller be liable for any loss, damage or delay occasioned to the Buyer or its customers arising from late or non-delivery. The Seller will provide such assistance to the Buyer as may be necessary to press claims on carriers provided the Buyer notifies the Seller and carries in writing immediately loss or damage is discovered on receipt of goods.
- 5. Insurance Risk:** Where delivery is quoted ex warehouse, then insurance is the responsibility of the Buyer. In other cases, responsibility for insurance shall be agreed in writing between the Buyer and the Seller. Risk in the goods shall pass to the Buyer upon delivery.
- 6. Payment:** Terms of payment shall be cash on delivery unless Buyer has been approved for credit in which case the term shall be Nett Cash 30 days or such other period as shall be agreed by the seller in writing. Payment of each invoice shall be made without deduction, set off or retention. The time of payment shall be of the essence of the Contract. If the Buyer fails to make payment on the due date for goods delivered under Contract, then without prejudice to any other rights of the Seller, the buyer shall pay interest on all unpaid moneys at the rate of the Seller's them overdraft interest rate plus four per centum, such interest to be capitalized monthly and calculated on daily balances.
- 7. Prices:** The Seller's charges are inclusive of taxes, fees, etc., which may be payable to Councils, Government bodies and other authorities whether required by Statute or not. The Buyer is responsible for payment of Sales Taxes or any other taxes which take the place of sales tax in the future. The Seller's charges are inclusive of delivery cost and charges to the Brisbane metropolitan area delivered by the Seller's standard transport System. The cost of express or premium transport will be met by the Buyer.
- 8. Descriptions:** The description of the goods agreed by the Buyer and the Seller, shall prevail over all other descriptions. Specifications and weights in catalogues, price lists or other advertising matter are estimates only and do not form part of the Contract.
- 9. Use of Goods:** The Buyer acknowledges that they have satisfied themselves as to the suitability of the goods, as set out in the Contract, for the purpose for which the Buyer is purchasing them.
- 10. Defective Goods**
- (a) The Seller shall make good any defects by delivery of replacement goods.
 - (b) The Seller's liability to make such replacement is limited:-
 - (i) For a period of six months from date of delivery
 - (ii) To defects which have arisen solely from faulty materials or workmanship.
 - (iii) To where the goods have not been maltreated, neglected, altered or further processed by any party other than the Seller.
 - (iv) To where the Buyer notifies the Seller of the defect within 21 days of becoming aware of it and the procedures of clause 12 are followed.
- 11. Acceptance of Goods**
- (a) Twenty-one (21) days after delivery, all goods shall, to the extent permitted by statute, be deemed to have been accepted by the Buyer of consignee as complying with the Contract and with any relevant specification.
 - (b) If in relation to goods supplied by the Seller, Buyer shall so request within such twenty-one (21) day period, Seller shall arrange an independent test report which shall be at Buyers expense unless the report certifies that the goods are so far from specification as to be unsuitable for the purpose proposed by the Buyer.
 - (c) Unless the Seller shall otherwise agree, any claim under Clause 10(b)(ii) by the Buyer shall be tested by the same procedures and on the same terms.
- 12. Returns:** No goods may be returned by the Buyer unless the Seller first agrees in writing.
- 13. Other Liabilities:** Except as provided herein, all expressed and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded and the Seller shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply layout, assembly, installation or operation of the goods or arising out of the Seller's negligence or in any way whatsoever.
- 14. Title:**
- (a) In respect of each shipment of goods, the Buyer shall:-
 - (i) Store the goods which have not been paid for separately
 - (ii) 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 sale into a separate account and immediately remit such funds to the credit of the Seller, and
 - (iii) Where goods are used in a manufacturing process or mixed with other materials, record the value of goods 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.
 - (b) If the Buyer does not pay for any goods on the due date specified in this Contract, the Seller is hereby 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 whatsoever.
 - (c) Should the Seller seek to re-take possession of the goods or alternatively seek part of the proceeds of any goods resold or used in any future manufacturing, the Buyer hereby consents to the agrees to be restrained from dealing with the goods or proceeds of sale and undertakes to yield up the goods to the Seller when requested.
- 15. Severance:** If anything in this Contract is unenforceable, legal or void, then to it's extend of such specific words, they are severed and the rest of this Contract remains in force.