

Conditions of Business / Sale of Product

1.0 General

In conditions of sale, 'The Seller' means Creative Light PL trading as Airstar Australia of 66 Liebman Road Berrima NSW 2577.

'The Buyer' means the person or company placing an order with the Seller for the purchase of Goods.

'The Goods' means the goods and merchandise supplied or the services provided by the Seller under the contract with the Buyer.

'Officer' means an officer defined by S.82A of the Australian Corporations Law.

2.0 Payment

All orders received will be subject to a minimum invoice value of **A\$40.00** excluding Taxes and freight.

Goods shall be payable nett and payment shall be made prior to shipment, unless other terms of payment are expressly stated in writing and signed by the Seller.

Following are Creative Light PL details:

Trading as: **Airstar Australia**

ABN: **64 079 047 591**

BSB: **112 879**

Account No: **491 501 116**

Account Name: **Creative Light PL**

A statement signed by an Officer of the Seller stating a sum due and payable by the Buyer is prima facie evidence that the amount so stated is the amount due.

3.0 Part Delivery

The Seller reserves the right to accept any order in whole or in part, or to decline any order. Where the Seller makes a delivery in respect of part only of an order such delivery shall constitute a separate contract, which shall be subject to these Terms and Conditions.

4.0 Inconsistency

The Seller sells the Goods only on these Terms and Conditions of Sale. If the terms of the Buyer's order are inconsistent with these Conditions of Sale, the delivery of the Goods to the Buyer shall constitute an offer by the Seller to sell the Goods to the Buyer on the Terms and Conditions of the Sale detailed herein, which offer the Buyer may accept by retaining the Goods.

5.0 Contract

These conditions of Sale contain the whole of the contract between the Buyer and the Seller except

for terms, conditions and warranties supplied by the Australian Trade Practices Act 1974. All other conditions and warranties which might but for this clause or for clause 19 hereof be implied by law expressly negated and excluded.

6.0 Buyer's Authority

The Buyer has no authority to bind the Seller by any representation, undertaking, assertion of statement in relation to the Goods unless expressly authorised in writing by the Seller to do so.

7.0 Rights in Relation to Goods

7.1 The property in the Goods shall not pass to the Buyer until:

a) Payment for those particular goods has been received, and

b) Payment in full on any account whatsoever has been received by the Seller and the Buyer's payment has been honoured whether or not that account relates to the sale of the Goods. The Buyer shall stand in a fiduciary relationship to the Seller in respect of Goods supplied by the Seller if not paid for and the Seller shall have the right to trace the proceeds of sale of such Goods. If the Buyer fails to honour any of these Terms and Conditions of Sale, without notice, the Seller shall have the right to take possession of the Goods which are the subject of this reservation of title, or trace the proceeds of sale thereof, as the case may be, and recover the full amount owing to the Seller together with interest and costs, if any. The Buyer shall hold the Goods supplied by the Seller in such a way as to identify them as being Goods in which property has not passed to the Buyer pending payment in full.

7.2 The Seller may without prejudice to any of its other rights and without prior notice, re-take and resume possession of any Goods which remain its property and, by its servants and agents, enter upon the Buyer's premises, or any other place where the Goods may be, without liability for trespass or any resulting damage, for that purpose if:

7.2.1 There is any breach of any contract between the Seller and the Buyer; or

7.2.2 The Buyer takes any action that could result in his being made bankrupt or an arrangement under the Part X of the Bankruptcy Act 1966 is invoked against the Buyer or the Buyer is wound up or is placed under official management, or a receiver, or a receiver and manager, or a voluntary administrator is appointed in respect of the Buyer's undertaking or property or any part thereof, or any encumbrance, by itself or by an agent, takes possession of the Buyer's undertaking or property or any part thereof; or

7.2.3 The Buyer parts with possession of the Goods or any of them otherwise than by way of sale to a customer in the ordinary course of its business.

7.3 The Seller may recover the price of the Goods by action, and may apply to wind up or bankrupt the Buyer, if the Goods are not paid for within the Seller's usual credit terms, notwithstanding any arrangement that property in the Goods has not passed to the Buyer.

7.4 These provisions apply notwithstanding any arrangement under which the Seller provided credit to the Buyer. To the extent there is any inconsistency, these provisions prevail.

8.0 Prices

All prices shall be quoted or in accordance with the Seller's price list current at the time of order whichever shall be the higher. Such price lists are subject to the conditions (if any) stated thereon. Verbal quotations are subject to written confirmation. Unless otherwise stated all prices quoted by the Seller are nett, exclusive of taxes. Prices quoted are those ruling at the date of issue of quotation and are based on the then current rates of Insurance, customs duties, exchange, sorting and stacking charges, rate of weights, cost of materials and other charges affecting the cost of production. Any alterations thereto either before acceptance of or during the currency of the contract shall be to the Buyer's account.

9.0 Delivery

9.1 At any time, quotes for delivery and installation are estimates only and the Seller shall not be liable for any loss or damage howsoever arising as a result or consequence of any failure to deliver or install, or in the delay in delivery or installation arising from any circumstances of whatsoever nature which are outside the Seller's control including in particular but without limiting the generality of the foregoing fire, flood, explosion, strike, lock out or other industrial act or dispute or the breakdown of, or accident to plant, unavailability or shortages or raw material, labour, power supplies or transport facilities, or act of God, or any order of direction of any local; State or Federal Government authority of instrumentality.

9.2 The Buyer shall not be relieved of any obligation to accept or pay for Goods by reason of any delay in delivery or despatch. The Seller reserves the right to deliver by installments, and each installment shall be deemed to be sold under a separate contract. Failure to deliver any installment shall not entitle the Buyer to repudiate the contract.

9.3 The Seller will not accept return of Goods unless the return is authorised in writing by the Seller.

9.4 Products specially purchased, manufactured, or to Buyers specifications are not returnable.

10.0 Freight

10.1 The Buyer agrees with the Seller that the Seller shall arrange and charge freight and in all such cases a separate contract is deemed to be created in relation to such freight. The Buyer appoints the Seller as its agent for the purpose of arranging such freight and agrees to pay the Seller for freight at the same time as payment is made for the Goods.

10.2 The Buyer agrees to pay the cost of insurance of Goods in transit, or if paid by the Seller agrees to pay the cost immediately on demand by the Seller to the Buyer, or in any event no later than at the same time as payment is made for the Goods.

11.0 Packing

Unless otherwise indicated prices include standard cases or packing. If packages are charged for and are returnable, allowance will only be made when they have been received back by the Seller in good condition. The cost of any special packing or packing materials used in relation to the Goods shall be at the Buyer's expense notwithstanding that such cost may have been omitted from any quotation.

12.0 Licences

All goods are sold and services performed on the understanding that all licences and permits under all relevant statutes, ordinances, rules and regulations have been obtained by the Buyer and the Buyer will ensure that the installation and use of the Goods meets all statutory requirements.

13.0 Patents

The Buyer warrants that any design or instruction furnished to the Seller shall not be such as will cause the Seller to infringe any patent registered design or trademark, design or copyright arising out of the use of the Goods and it is specifically agreed that the Sale and purchase of the Goods does not confer on the Buyer any licence or rights under any patent trademark or copyright the property of the Seller.

14.0 Performances & Representations

The Buyer acknowledges that neither the Seller nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in the contract whether as to the fitness of the Goods for any particular purpose or any other matter.

15.0 Sub-Contracting

The Seller reserves the right to sub-contract the manufacture and/or supply of any part of the goods or on any material or services to be supplied.

16.0 Seller's Quotation

Unless previously withdrawn, the Seller's quotation is open to acceptance with the period stated therein or, when no period is so stated within 30 days after its date. The Seller reserves the right to refuse any order based on its quotation within 7 days after receipt of the order.

17.0 Loss or Damage in Transit

The Seller shall not be responsible for any loss or damage to Goods in transit. The Seller shall render the Buyer such assistance as may be necessary to press claims on carriers provided the Buyer shall have notified the Seller and the carriers in writing immediately loss or damage is discovered on receipt of goods and shall lodge a claim on the carrier within three days of the date of receipt of the Goods.

18.0 Seller's Liability

The Seller's liability for a breach of a condition or warranty express or implied is hereby limited to:

18.1 In the case of Goods, any one or more of the following:

18.1.1 The replacement of the Goods or the supply of equivalent Goods or

18.1.2 The repair of the Goods or

18.1.3 The payment of the cost of replacing the Goods repaired; or

18.2 In the case of services:

18.2.1 The supplying of the services again; or

18.2.2 The payment of the cost of having the services supplied again.

19.0 Seller's Custody of Buyer's Goods

Any property of the Buyer under the Seller's custody or control shall be entirely at the Buyer's risk regards loss or damage caused to the property or by it.

20.0 Storage

The Seller reserves the right to make a reasonable charge for storage, if delivery instructions are not provided by the Buyer within (14) days of a request by the Seller for such information.

21.0 Cancellation

No special order may be cancelled except with the consent in writing and on terms which will indemnify the Seller against all losses.

22.0 Place of Contract

22.1 The contract of sale of the Goods is made in the country of Australia and the parties agree to be governed by the laws of that country of Australia

22.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts and courts of appeal from them, and waives any objection to legal action being brought in those courts on the grounds of venue or inconvenient forum.

23.0 Charge

The Buyer hereby charges any property owned by the Buyer whether alone or jointly as a tenant in common or as a joint tenant in favour of the Seller to secure any moneys owing hereunder whether or not the seller has taken or has threatened to take any action against the Buyer or against any Guarantor in respect thereof.

24.0 Severance

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, it is severed from the Agreement. Any reading down or severance does not affect the validity and enforceability of the remaining provisions in that jurisdiction or the offending provision in any other jurisdiction.

25.0 Alteration to Conditions

The Seller may at any time alter its conditions of sale in respect of all transactions. The amended conditions will apply immediately if the Buyer has received notification of the amendments.

26.0 Information of Disclosure

The Buyer authorizes any credit reporting agency, lending institution or other body to disclose to the Seller financial or otherwise confidential information concerning the Buyer or its Directors or Part