WILBERFORCE PTY LTD (A.B.N. 91 008 823 989)
TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale shall apply to all contracts for the sale of goods in which Wilberforce acts as a seller. Any order placed by the Customer with Wilberforce shall constitute assent by the Customer to be bound by these terms and conditions. Receipt of the goods by the Customer upon delivery from Wilberforce shall constitute assent by the Customer to be bound by the terms and conditions of sale set out below.

1. In these terms and conditions unless the context otherwise requires -

   "Wilberforce" means J.H. Wilberforce Pty Ltd (A.B.N. 91 008 823 989) and includes any holding company, subsidiary or related body corporate (as the expression is defined in the Corporations Law) of Wilberforce, any business owned or operated by Wilberforce and the successors, transferees and assigns of any one or more of the companies or entities herein described.

   "Customer" means the party or parties to whom Wilberforce shall sell or otherwise dispose of goods.

   "goods" means and includes all services and goods of every kind including (but without limiting the generality of the foregoing) products, equipment, fixtures, merchandise, supplied or delivered to the Customer by Wilberforce, Wilberforce's manufacturer's, agent or supplier, or any of them.

   "purchase price" means the price stated in any delivery docket, invoice or statement rendered by Wilberforce to the Customer in respect of goods supplied or delivered to the Customer by Wilberforce, Wilberforce's manufacturers, agent or supplier or any of them or if no price is stated therein Wilberforce's normal selling price applicable to the goods as notified by Wilberforce to the Customer from time to time.

2. The Customer shall pay in full the purchase price of goods delivered or supplied either by no later than the last working day of the month immediately following the month of delivery or supply or by the time stated for payment in any delivery docket, invoice or statement issued by Wilberforce to the Customer, whichever date is the earlier ("the due date"). Wilberforce may withhold supplies of goods if any account is overdue or unpaid whether in whole or in part. If the Customer fails to pay any monies payable to Wilberforce on the due date then all monies owing by the Customer to Wilberforce shall immediately become due and payable.

3. If the Customer shall fail to pay Wilberforce the purchase price or any part of it on the due date then the Customer shall pay interest on that money or on so much of it as shall remain unpaid from and including the due date or dates for the payment of such money until the same shall be paid in full and such interest is to accrue from day to day. For the purpose of this clause "interest" means the percentage rate which is equivalent to the then current business benchmark rate published by the National Australia Bank Ltd in the Australian Financial Review from time to time or in the event that publication of such rate ceases or is suspended or its method or basis of computation is substantially altered, such rate as in the opinion of an expert appointed at the request of Wilberforce by the Chairman for the time being of the Institute of Chartered Accountants in Australia (W.A Branch) is a similar rate of interest.

4. The Customer shall indemnify Wilberforce against and reimburse Wilberforce for, all costs, stamp duty, debt collection agency costs and commissions, legal expenses on a solicitor client basis and other expenses and costs incurred by Wilberforce in respect of this application and any recovery of either the purchase price (whether in whole or part) or possession of the goods.

5. A notice signed by an officer (as defined in the Corporations Law) of Wilberforce stating the amount payable to Wilberforce pursuant to this agreement at a particular date shall be conclusive evidence of the amount of the debt owing by the Customer to Wilberforce.

6. Wilberforce may at any time or from time to time without reason refuse to extend any credit to the Customer.

7. Where two or more persons constitute the Customer their liability shall be joint and several.

8. The supply of goods by Wilberforce shall be governed by the laws of Western Australia and Wilberforce and the Customer agree to submit to the non-exclusive jurisdiction of the Courts of Western Australia.

9. The Customer shall not withhold payment of the purchase price or any other monies owing to Wilberforce on the ground of any counterclaim which is disputed by Wilberforce.

10. Any notice or demand required to be served, given or made under these terms and conditions shall be sufficiently served on the Customer or Wilberforce if addressed to the Customer or Wilberforce (as the case may require) and posted by ordinary mail addressed to the addressee at its usual or last known place of business and shall be deemed served two days after having been posted.

11. The Customer waives any claim for shortage of any goods delivered if a claim in respect thereof has not been lodged with Wilberforce within 7 days from the date of receipt of the goods by the Customer.

12. Wilberforce shall not be liable for late delivery or non-delivery of goods and under no circumstances shall Wilberforce be liable for any loss, damage or delay occasioned to the Customer or its customers arising from late or non-delivery of goods.

13. Wilberforce is not responsible for any loss or damage to goods in transit. Wilberforce shall render to the Customer such assistance as may be necessary to press claims on carriers in relation to the loss or damage of goods in transit.

14. Any property of the Customer under Wilberforce's custody or control shall be entirely at the Customer's risk as regards loss or damage caused to the goods or by them.

15. If by reason of any fact, circumstance, matter or thing beyond reasonable control of Wilberforce, Wilberforce is unable to perform in whole or in part any obligation under this agreement, then Wilberforce shall be relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and shall not be liable to the Customer in respect of such inability.

16. The Customer acknowledges that Wilberforce does not make any representations or warranties regarding the goods or any matter which is or might be relevant to the Customer buying or selling the goods other than the representations or warranties expressed in this agreement.

17. Subject to clause 18 and to the extent permitted by the Trade Practices Act 1974 as amended or relevant State legislation ("the Acts") the sole obligation of Wilberforce under these terms and conditions shall be to use its best endeavours to provide goods or to repair the goods or replace (at Wilberforce's discretion) any part of a good which is found to be defective during any applicable warranty period (if any) and in no event shall Wilberforce be liable for any other claims or damages including, but not limited to, claims for faulty design, negligent or misleading advice, damages arising from loss or use of the goods, and any indirect, special or consequential damages or injury to any person, corporation or other entity.

18. In the event that any goods supplied pursuant to these terms and conditions are supplied to a Customer as a "consumer" of goods or services within the meaning of that term in the Acts, the consumer will have the benefit of certain non-excludable rights and remedies in respect of the goods and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, right or remedy which is pursuant to the Acts is so conferred. However, if the good is not ordinarily acquired for personal, domestic or household use or consumption pursuant to Section 68A of the Trade Practices Act and similar provisions of relevant State legislation, Wilberforce hereby limits its liability to an amount equal to the lowest of:-

    18.1 the cost of replacing the goods;

    18.2 the cost of repair of the goods;

    18.3 the cost of having the goods repaired or replaced.

    Subject to this clause all conditions and warranties which would or might otherwise be implied in these terms and conditions are hereby excluded to the extent admitted by law.

19 Other than as set out in paragraph 18 under no circumstances shall Wilberforce be liable for any loss, damage or injury (including without limitation any loss of profit, indirect or consequential loss, damage or injury) arising from the supply or the use of the goods or any failure by Wilberforce to perform any obligation or observe any terms of these terms and conditions.

20. Until the Customer has paid Wilberforce in full the purchase price for all goods delivered or supplied by Wilberforce to the Customer the following shall apply:

    20.1 ownership of and title to all the goods shall not pass to the Customer and the Customer shall hold the goods and each of them on a fiduciary basis and as bailee for Wilberforce;

    20.2 the Customer shall store the goods separately from other items and in a manner which clearly identifies the goods as Wilberforce's property;

    20.3 the Customer acknowledges that if it sells any of Wilberforce's goods, it sells the goods as a fiduciary agent of Wilberforce provided that such sale shall not give rise to any obligation on the part of Wilberforce.

    20.4 the risk of the goods shall pass to the Customer upon delivery or supply of the goods to the Customer and the Customer agrees to indemnify Wilberforce against all claims demands suits actions for loss or damage howsoever caused by or arising from handling storage transport display or use of the goods after the same have been delivered or supplied to the Customer;

    20.5 if the Customer does not pay for any of the goods on the due date, Wilberforce is irrevocably authorised by the Customer to enter the Customer's premises (or any other premises under the control of the Customer or as agent for the Customer if the goods are stored at such premises) and use reasonable force to retake possession of the goods without liability for trespass or any resulting damage. The Customer agrees to indemnify and save harmless Wilberforce for all claims by causes of action which may arise by Wilberforce retaking possession and the Customer agrees to pay Wilberforce's costs of retaking possession. Wilberforce shall be entitled and not obliged to resell any goods repossessed pursuant to the provisions of this subclause;

    20.6 the Customer shall not pledge or in any way charge by way of security or any indebtedness any of the goods which are the property of Wilberforce. Without prejudice to any other rights of Wilberforce if the Customer does so all sums whatever owing by the Customer to Wilberforce shall forthwith become due and payable;

    20.7 notwithstanding the provisions above Wilberforce shall be entitled to maintain an action against the Customer for the purchase price.

21. If the Customer is purchasing the goods as trustee of a trust, then the Customer represents and warrants to Wilberforce:-

    21.1 the Customer is liable both personally and in its capacity as trustee; and

    21.2 the Customer has power and authority as trustee of the trust to enter into this agreement and is doing so for a proper purpose;

    21.3 the Customer is doing so and is entitled to do so, in a way that permits Wilberforce to resort to the trust property before claims of the beneficiaries; and

    21.4 the Customer is entitled to be indemnified fully out of the trust property for its liabilities and obligations as trustee under this agreement before the claims of the beneficiaries.

22. These terms and conditions shall apply to all agreements for the purchase of goods by the Customer from Wilberforce subject always to any additional terms and conditions contained in any other relevant agreement or agreements between Wilberforce and the Customer.