

STOTRAS PTY LTD – TERMS AND CONDITIONS

These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer:

1. The Order made by the Customer for the supply of the goods by the Supplier shall only be binding on the Supplier when accepted by the Supplier. An order may be made verbally electronically or in writing.
2. An order for the supply of goods made by the Customer shall be deemed to incorporate these terms and conditions. In the event of any inconsistency between these terms and conditions and an order these terms and conditions will prevail.
3. A Customer must provide the Supplier with a purchase order for the goods before any goods are provided by the Supplier.
4. Any written quotation given by the Supplier shall may be accepted at any time by a Customer but will be subject to final confirmation by the Supplier. Quotations may be given verbally electronically or in writing.
5. The Price is based on prices, taxes and statutory charges current at the date of this Agreement/Quotation. In the event of any change in such prices, taxes and statutory charges any increase shall be payable by the Customer to the Supplier as an extra charge.
6. The Supplier shall use its best efforts to ensure that the goods are made available by the manufacturer at the Loading Port on or before the time of shipment.
7. Any times quoted for delivery and/or supply of the goods are estimates only and the Supplier shall not be liable for failure to deliver/supply or for delay in delivery/supply. The Customer shall not be relieved of any obligation to accept or pay for goods and/or services by reason of any delay in delivery/supply.
8. The Customer shall provide the Supplier with all necessary information concerning the Customer requirements for the Goods to enable the Supplier to supply the Goods. The Supplier shall not be liable to the Customer if any specifications or requirements given by the Customer are inaccurate or incomplete. In such an event the Customer shall be liable to the Contractor for any additional expenses incurred by the Supplier to provide the Goods. The Customer must make the Supplier aware of any special requirements relating to the Goods and the Supplier shall be entitled to rely on the integrity of the information provided to it.
9. The Supplier reserves the right to either decline an order for goods received from the Customer or to cancel or postpone any order at any time on notice to the Customer at the sole discretion of the Supplier.
10. Subject to compliance with its obligations under this Agreement/Quotation the Supplier shall exercise its independent discretion as to the most appropriate and effective manner of completing the Goods. The Supplier shall not be bound by any directions of the Customer as to the nature and scope of goods or services to be provided to complete the Goods. The Supplier may agree to provide additional goods on request by the Customer. The Supplier shall be entitled to make an additional charge for any such additional goods.
11. The Customer shall pay the Price to the Supplier for the supply of the Goods. The customer must make full payment of the Price to the Supplier in accord with the terms of payment. Any money not paid within the terms of payment shall attract interest at the rate fixed under Section 2 of the Penalty interest Rates Act 1983 from the date of the invoice until paid in full. Payment must be made in USD.
12. If any payment made or tendered by the Customer or by any third party in payment or part payment of the Price is dishonoured or refused the Supplier may refuse to supply any further Goods until payment is received in full including any bank fees and charges. The Supplier may treat any dishonoured or refused payment as a repudiation of this Agreement/quotation and to elect to terminate this Agreement/Quotation or affair this Agreement/Quotation and recover compensation for any loss or damage in addition to any other legal rights of the Supplier.
13. If the Customer does not pay the Price strictly in accord with the terms of this Agreement/Quotation the Customer may be charged an account keeping fee of \$15.00 per month. In the event of any outstanding payment being referred to a debt collection agency and/or law firm for collection the Customer shall be liable for the full recovery costs payable by the Supplier to the debt collection agency and/or law firm as a liquidated debt payable on demand.
14. Any payment received by the Supplier from the Customer on an overdue account shall be applied first to satisfy any interest which may have accrued and then to any expenses and legal costs and then to the principal.
15. The Customer shall be liable for all reasonable expenses and legal costs on a full indemnity basis incurred by the Supplier for recovery and enforcement of obligations by the Customer.
16. Credit will only be granted to the Customer at the sole discretion of the Supplier and on submission and acceptance of a completed credit application form. Any credit granted to the Customer may be revised by the Supplier at any time at its sole discretion. The Supplier reserves the right to withdraw any credit facility on any breach of these terms and conditions by the Customer or on the Customer ceasing to trade and/or becoming subject to any legal proceedings and/or the Customer committing an act of insolvency. On withdrawal or variation of any credit terms all moneys then owing by the Customer to the Supplier shall become immediately due and payable as at liquidated debt.
17. The Price stated is exclusive of GST. GST applicable under GST legislation shall be stated on invoices and be payable by the Customer in addition to payment for the Goods and any reimbursable expenses.
18. The Contractor shall not be liable for any damages or costs resulting from the Goods being unsatisfactory and/or incorrect as a consequence of insufficient and/or inaccurate information provided by the Customer. The Supplier will not be liable for any representation made in relation to any goods or services made by a third party or third party manufacturer organised by the Customer.
19. The Contractor shall maintain product and public liability insurance but it shall not be liable to provide evidence of such insurance cover. The Customer must take out and maintain whatever insurance cover is required to protect the interests of the Customer.
20. Personal information held by the Contractor shall be utilised in accord with the *Privacy Act* 1988. A copy of the Contractor's privacy policy is available on request.
21. No cancellation or variation of the Works by the Customer shall be accepted by the Contractor unless it has first

consented in writing to the cancellation or variation and a variation/cancellation charge has been paid in accord with this Agreement/Quotation.

22. The Customer may terminate its obligations under this Agreement/Quotation in the event of substantial breach by the Contractor of its obligations which the Contractor has not begun to remedy within fourteen (14) days of written notice by the Customer requiring the breach to be remedied.

On termination the Customer shall pay to the Contractor within seven (7) days all amounts accrued to the date of termination to which the Contractor is entitled under this Agreement/Quotation.

23. The Contractor may suspend or terminate its obligations under this Agreement/Quotation -

- In the event of monies payable to the Contractor under this Agreement/Quotation being outstanding for more than fourteen (14) days;
- On giving the Customer fourteen (14) days written notice of its intention to do so;

24. The Customer may not transfer or sublet any obligation under this Agreement/Quotation without the written consent of the Supplier. Unless stated in writing to the contrary no transfer or subletting shall release the Customer from any obligation under this Agreement/Quotation. The Supplier may transfer licence or subcontract the supply of any of the Goods without the consent of the Customer.

25. This Agreement may only be amended by written agreement signed by authorised representatives of each party.

26. Any document which requires the signature of a party may be signed in electronic form and such signature shall be binding on the person affixing that signature.

27. No right under this Agreement/Quotation shall be deemed to be waived except by written notice signed by the waiving party. A waiver by either party shall not prejudice its right in respect of any subsequent breach of the same or any other right of the party.

28. This Agreement/Quotation shall be for the benefit of and binding on the parties and their respective successors but shall not be for the benefit of any other person. The provisions of this Agreement/Quotation which are capable of having effect after expiry or termination of this Agreement/Quotation shall remain in full force and effect following the expiration or termination of this Agreement/Quotation.

29. If an unavoidable delay occurs the obligations of the Contractor shall be suspended and the period for fulfilling obligations shall be extended without penalty for a period equal to such suspension. The Contractor shall use its best endeavours to overcome the unavoidable delay and minimise the consequences of the delay but shall not otherwise be liable to the Customer for any delay.

30. The Customer must make payment of all monies due to the Contractor pursuant to this Agreement/Quotation without set off or counterclaim and free of any deduction. The requirement of the Customer to pay any money to the Contractor are essential terms of this Agreement/Quotation and any breach of them shall entitle the Contractor to all legal and other remedies for breach of an essential term.

31. The Customer acknowledges that the Contractor may detail these terms and conditions on its website. The Customer acknowledges that the terms and conditions may change from time to time and that it is the responsibility of the Customer to check the website prior to ordering goods or

services from the Contractor. In the event of any change the terms and conditions on the website of the Contractor at the time the order is placed shall apply to any future dealings between the Customer and the Contractor and the Customer is deemed to have notice of any such amended terms and conditions.

32. Where a party comprises more than one person a reference to that party in this Agreement/Quotation shall be a reference to them jointly and each of them separately.

33. The Customer includes the named party and any person acting on behalf of and with the authority of the Customer.

34. The Customer acknowledges that these terms and conditions and the Agreement/Quotation replace and prevail over any existing agreement applying to the Works and apply retrospectively to any of the Goods supplied prior to submission of this Agreement/Quotation.

35. Subject to any later contrary written agreement these terms and conditions shall be binding on the Customer in respect of any Goods order by the Customer if the Customer instructs the Supplier to proceed with the supply of the Goods after submission of this Agreement/Quotation.

36. If any person or company is substituted for the Customer both the named Customer and the substitute Customer shall be jointly and separately liable to the Contractor for payment of all monies payable under this Agreement/Quotation. Substitution of any company or person as the Customer shall not release the named Customer from any liability to the Contractor and the substituted Customer shall be jointly and separately liable for all obligations of the named Customer to the Contractor.

37. Any dispute between the Customer and the Contractor shall first be the subject of mediation provided that this provision shall not prevent the Contractor from instituting legal action at any time to recover monies owing by the Customer to the Contractor.

38. The Customer warrants to the Contractor that it will notify the Contractor of any defect in the Works within fourteen (14) days from the date that the defect becomes apparent. The Customer warrants to the Contractor that it will use its best endeavours to assist the Contractor in identifying the nature/cause/extent of any defect in the Works.

39. No warranties except those implied by law that cannot be excluded are given by the Contractor in respect of the Works. Where it is lawful to do so the liability of the Contractor for a breach of a warranty implied is limited to the resupply of any goods or services or the supply of equivalent goods or services or the payment of the cost of resupplying the goods or services as determined by the Contractor.

40. This Agreement/Quotation is subject to and the parties submit to the non-exclusive jurisdiction of the Courts of the State of Victoria.

41. If any provision in these terms and conditions prove to be illegal or unenforceable pursuant to any legislation or rule of law or for any other reason that provision shall be omitted without affecting the legality of the remaining provisions and the remaining provisions of these terms and conditions shall continue in full force and effect.