



AUS WAX PTY LTD TERMS & CONDITIONS OF SALE

These are the entire Terms and Conditions of AUS WAX PTY LTD (ABN 74 648 044 222) and except as otherwise agreed upon in writing between a duly authorised officer of AUS WAX PTY LTD and the customer, the Terms and Conditions shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any customer.

1. SETTLEMENT TERMS:

Upon acceptance of a credit account with Aus Wax Pty Ltd the payment terms are strictly 30 DAYS NET. Before an account has been established all transactions are strictly C.O.D. Normally, where credit terms are exceeded, deliveries will be withheld and action undertaken to ensure all outstanding monies are paid. Aus Wax Pty Ltd also reserves the right to remove from our shipping/delivery/production schedules any orders from customers whom exceed our trading/credit terms.

2. ACCEPTANCE OF ORDERS:

- All orders are subject to acceptance and approval by Aus Wax Pty Ltd
- Orders for custom made products cannot be cancelled once production has commenced, and must be paid for in FULL.
- The Customer agrees that each order it places shall be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due; and
- When any order is placed the customer shall inform Aus Wax Pty Ltd of any facts which might reasonably affect any decision to accept the order and/or grant credit and that any failure to do so shall be deemed to create and constitute an inequality of bargaining position, the taking of an unfair advantage of Aus Wax Pty Ltd and to be unconscionable, misleading and deceptive.

3. MINIMUM ORDER VALUE:

All orders below an agreed value may be subject to a special handling/delivery charge. Aus Wax Pty Ltd reserves the right to increase the amount charged on any order up to the minimum charge as established by Aus Wax Pty Ltd at the date of the invoice.

4. TRANSPORT:

Special transport arrangements nominated by customers will be charged to the customers account. Interstate orders will be transported with all care possible. Aus Wax Pty Ltd will not be held responsible for any delays and damage to the product/s.

5. GOODS & SERVICES TAX:

GST is excluded in all prices. Where exemption is claimed an official company order and / or completed exemption form must be provided with every order placed. Otherwise GST will be charged at the current GST rate. If there is any audit by the Australian Taxation Office on Aus Wax Pty Ltd and it is found that a customer has not provided the correct information with any order placed / given to Aus Wax Pty Ltd, penalties may be charged to the customer with interest calculated daily.

6. SHIPMENT OF ORDERS:

All orders will be shipped as promptly and efficiently as possible. Aus Wax Pty Ltd will not be held responsible for any delays or losses in shipment either by air or sea.

7. INSPECTION & DISCREPANCIES IN DELIVERY:

The customer shall examine the products immediately after delivery by Aus Wax Pty Ltd or its agents or carrier and the customer agrees that Aus Wax Pty Ltd shall not be liable for any misdelivery, shortage, defect or damage unless Aus Wax Pty Ltd receives details in writing from the customer within seven (7) days of the date of delivery of the goods. In event that the customer fails to report any discrepancies within seven (7) days from the date of delivery of the goods, it shall be deemed that the goods have been delivered as per the quantities stated on the invoice and in good usable condition.

8. LIMITATION OF LIABILITY:

The Customer agrees:

- To limit any claim it makes to the cost of replacement of products or of acquiring equivalent products;
- That Aus Wax Pty Ltd shall not be liable for any loss or expense arising after seven days from delivery after which there shall be deemed to be unqualified acceptance;
- That to the fullest extent legally permissible Aus Wax Pty Ltd shall not be liable for any damages for personal injury, any damage to property and/or any contingent, consequential, direct, indirect, special or punitive damages whether due to negligence or otherwise and the customer acknowledges this limit of liability and agrees to limit any claim accordingly; and
- That to the fullest extent legally permissible no other term, condition, agreement, warranty, representation and/or understanding whether express or implied, in any way extending to, otherwise relating to or binding upon Aus Wax Pty Ltd other than these Terms is made or given by or on behalf of Aus Wax Pty Ltd other than by these Terms save and except to the extent otherwise required by law.
- The Customer shall rely on its own knowledge and expertise in selecting Products for any purpose and any advice or assistance given by or on behalf of Aus Wax Pty Ltd shall be accepted at the Customer's risk and shall not be deemed to have been given as an expert or adviser nor to have been relied upon;

9. FORCE MAJEURE:

Aus Wax Pty Ltd shall not be liable for any failure or delay in supply or delivery of any goods where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of Aus Wax Pty Ltd including, but not limited to, war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport

delays, fire, act of god, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

10. CREDIT RETURNS:

Goods will ONLY be accepted for credit subject to prior arrangement. Any goods accepted for return must be un-used and in good re-saleable condition. Goods which are received damaged or partly used WILL NOT be subject to any credit.

11. OWNERSHIP OF PRODUCTS/ OR GOODS:

- The customer assumes ALL responsibility for the product/s or goods at time of delivery including arrangement for insurance.
- Legal and beneficial ownership remains with and is the TOTAL property of Aus Wax Pty Ltd until the customer's account has been paid in FULL.
- Customer agrees not to sell, assign, hand portions in part or whole of the product to anyone who is not directly employed with the company that purchased the product.
- Customer also agrees not to hand portions in part or whole to anyone consulting or any consulting company for the purpose of testing in any way, electronic, manually, or by any other means without the written permission of Aus Wax Pty Ltd

12. PERSONAL PROPERTIES SECURITY ACT

If Aus Wax Pty Ltd grants to the customer any credit facility and/or time to pay:

- Aus Wax Pty Ltd retains title to the goods / products and property in goods / products shall not pass to the customer until payment in full of all monies owed to Aus Wax Pty Ltd ("ROT") in respect of the products;
- The customer agrees that the ROT is a security interest within the meaning of the *Personal Property Securities Act 2009* (Cth) ("PPSA");
- The customer agrees that sections 95, 130, 132(3) (d), 132(4), 135 and 143 of the PPSA will have no application to the agreement between Aus Wax Pty Ltd and the customer in respect of these Terms and the customer waives its rights under section 157 of the PPSA to receive a notice under that section.
- Products shall be deemed to be dealt with by the customer on a "first in first out" basis at all times.
- The customer agrees that a certificate purporting to be signed by an officer of Aus Wax Pty Ltd identifying products as unpaid for shall be conclusive evidence that products have not been paid for and of Aus Wax Pty Ltd's title to those products;

13. RISK:

Unless otherwise agreed in writing, all goods shall be at the Customers risk upon delivery to the purchaser, his carrier or agent.

14. CUSTOMER OBLIGATIONS:

- Title to the goods shall not pass to the customer until such time as payment is made in full for ALL goods supplied and delivered by Aus Wax Pty Ltd or their carriers.
- The customer acknowledges that until full payment is made for all goods, the customer shall hold the goods as bailee for Aus Wax Pty Ltd and until full payment is made, the customer shall be fully responsible for any loss or damage to the goods whatsoever and howsoever caused following delivery to the customer.
- Until payment is made in full for all goods, the customer shall store the goods separately and in such a manner that they can be clearly identified as being the property of Aus Wax Pty Ltd
- The customer hereby irrevocably grants to Aus Wax Pty Ltd its agents and servants, an unrestricted licence, without notice to enter the premises occupied by the customer to identify and remove any products of Aus Wax Pty Ltd in accordance with the Terms & Conditions of Sale without in any way being liable to the customer or any person claiming through the customer. Aus Wax Pty Ltd shall have the right to sell or dispose of any goods removed or otherwise in its sole discretion and shall not be liable for any loss occasioned thereby.
- The customer acknowledges that if it sells any of Aus Wax Pty Ltd's goods, it sells the goods as agent of Aus Wax Pty Ltd provided that any such sale shall not give rise to any obligations on the part of Aus Wax Pty Ltd
- The customer acknowledges that if it sells any of Aus Wax Pty Ltd's goods prior to making full payment for all goods, the customer shall hold proceeds of such sale in trust for Aus Wax Pty Ltd in a separate account for access by Aus Wax Pty Ltd

15. VARIATIONS:

Any variation to an order must be accompanied with a written confirmation from the customer and the costs of any variation shall be in addition to the quoted invoice price and will be at the sole expense of the customer.

16. CANCELLATION:

Subject to section 75A of the Trade Practices Act 1974, and without limiting the entitlement of the customer to rescind a contract as provided in that section, any order may only be

cancelled, varied or suspended with the written consent of Aus Wax Pty Ltd

17. GOVERNING LAW:

The customer agrees that these Terms and Conditions shall be construed in accordance with the laws of the State or Territory as Aus Wax Pty Ltd may in its sole discretion determine. Proceedings may be instituted in such State or Territory as Aus Wax Pty Ltd may in its sole discretion determine. Failing such determination, the customer consents to any proceedings being instituted and heard by any appropriate court sitting in the State of Victoria applying the laws of the State of Victoria.

18. TERMINATION:

a) In the event that the customer terminates any agreement arising upon the acceptance of its offer by Aus Wax Pty Ltd, then the customer shall be liable for all costs and expenses incurred by Aus Wax Pty Ltd up to the date of receipt of a notice of termination by the customer. The customer shall only be entitled to terminate any agreement arising upon acceptance of this offer by notice in writing. The customer hereby authorises Aus Wax Pty Ltd to deduct all costs incurred by Aus Wax Pty Ltd up to the date of termination from any funds held by GST. In the event that the funds do not cover all the cost incurred by Aus Wax Pty Ltd up to the date of such termination, then the customer hereby agrees to pay Aus Wax Pty Ltd such amount outstanding upon demand and Aus Wax Pty Ltd shall be entitled to recover such funds as a liquidated debt.

b) If the customer fails to comply with any of these terms and conditions or being a natural person/s commits any act of bankruptcy or being a Corporation passes a resolution for winding up, Voluntary Administration or Liquidation or enters into any composition or arrangement with its creditors or a Receiver or Manager is appointed for any property or assets of the Customer or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, or if a liquidator or provisional liquidator is appointed, Aus Wax Pty Ltd may, in addition to exercising all or any of its rights against the Customer, suspend any account or further delivery to the customer and immediately recover possession of any goods not paid for in accordance with these terms and conditions.

19. PRICE:

a) Unless otherwise expressly agreed in writing, the price of the goods shall be that price charged by Aus Wax Pty Ltd at the date of delivery plus any amount that Aus Wax Pty Ltd may be required to pay on account of any excise, sales tax, goods and services taxes and any other taxes or charges which may be established or levied by any government authority (domestic or foreign) upon the goods and any other part thereof, or the manufacture, use, sale of or delivery thereof.

b) Unless otherwise specified any prices quoted do not include transportation or delivery costs.

c) The prices quoted are based on present day costs and may be subject to adjustment at the option of Aus Wax Pty Ltd

20. STATEMENT OF DEBT:

A written statement of debt duly signed by an authorised employee of Aus Wax Pty Ltd shall be prima facie evidence and proof of the amount indebtedness by the customer to Aus Wax Pty Ltd at that time.

21. OTHER TERMS AND CONDITIONS:

No terms and conditions sought to be imposed by the Customer upon Aus Wax Pty Ltd shall apply.

22. RECOVERY COSTS:

The Customer shall pay all costs and expenses (including legal costs on an indemnity basis) incurred by Aus Wax Pty Ltd and/or its agents in respect of the Customer whether relating to any debt, possession of Products and/or otherwise.

23. CUSTOMER RESTRUCTURE:

The Customer shall notify Aus Wax Pty Ltd in writing of any change in its structure and/or management including any change in director, shareholder and/or management and any change in partnership or trusteeship within seven days of the date of any such change.