

# INVOICE TERMS AND CONDITIONS OF SALE

## 1. DEFINITIONS

"Seller" shall mean Restore Master Pty Ltd and include its employees and agents and any subsidiary Company of the Seller.

"Buyer" shall mean and include the person or persons, company or other entity that purchases or otherwise obtains goods or services or obtains credit from the Seller and shall further include any partner, servant, agent, contractor or employee of the Buyer and in the case of two or more persons shall refer to each of them jointly and severally.

## 2. GENERAL

2.1 All orders placed by the Buyer will be subject to these Terms and Conditions of Sale unless otherwise expressly agreed to in writing by the Seller and the Buyer waives any terms and conditions of purchase which are inconsistent with these Terms and Conditions of Sale.

2.3 The Buyer agrees that all transactions made with the Seller shall be deemed to be made in the State of New South Wales and the Buyer agrees to submit to the jurisdiction of the appropriate Court in that State.

2.4 All sales are made at the ruling price of the Seller at the time of delivery, unless otherwise agreed in writing.

## 3. LIABILITY

3.1 The Seller shall not be liable for any claim, loss or expense whatsoever or howsoever arising which is made after the expiration of 7 days from the date of service.

3.2 The Seller will not be subject to any liability which exceeds the replacement value of the subject goods. The Seller will not be liable for any contingent, consequential or punitive damages arising in any way whatsoever. The Buyer acknowledges this express limitation of liability and agrees to limit any claim accordingly.

3.3 The Seller shall not be liable for any claim, loss or expense sustained or incurred by any person arising in any way as a result of the unavailability of goods or any failure or delay in delivery of the goods or any part thereof and such failure or delay will not affect the Seller's rights under these Terms and Conditions of Sale or otherwise.

3.4 Any advice, recommendation, information or representation provided by the Seller as to the quality or performance of the goods or their suitability for a particular purpose or otherwise in relation to the goods is given in good faith but without any liability or responsibility on the part of the Seller. The Buyer acknowledges that it has not relied upon or been induced by any representation by the Seller.

## 4. PAYMENT

4.1 Unless otherwise agreed in writing, all prices are strictly net of GST and the Buyer shall make payment such that it is received by the Seller within fourteen (14) days after the date of the Seller's invoice or by due date written on invoice.

4.2 Time for payment of the Seller's invoice(s) will be of the essence such that if payment is not made in accordance with the above payment terms, the Buyer agrees and acknowledges the Seller shall be immediately entitled to:

4.2.1 Suspend all further orders or the supply of goods or deliveries until all outstanding monies have been paid or to require the payment of cash upon delivery of any further goods.

4.2.2 The forthwith payment of all amounts owing by the Buyer to the Seller, whether or not such amounts are then due for payment.

4.2.3 Charge the Buyer a monthly account keeping fee being the greater of \$50.00 or 5.0% of the total of any and all monies which remain overdue for payment on the first day of each month.

4.2.4 Charge the Buyer an administration fee of \$50.00 per month or on any part of a calendar month in which monies remain overdue for payment or in the event that a cheque presented for payment is subsequently dishonoured.

4.2.5 Charge the Buyer interest at the rate of 3.0% per month calculated on a daily basis from the due date of payment on the total of any or all monies which remain overdue for payment from time to time and such interest shall accrue before as well as after any court Judgment which is entered against the Buyer.

4.2.6 Recover from the Buyer all damages, expenses, legal fees (including but not limited to all fees payable by the Seller to a Solicitor) and costs of collection incurred (which means and includes all fees, costs and commissions, whether actually payable or contingently liable to be paid to a mercantile agent on the recovery of a debt) by the Seller in exercising or attempting to exercise the Seller's rights in relation to these Terms and Conditions of Sale or howsoever otherwise incurred, in addition to all other remedies the Seller may have at law.

4.2.7 Apply all payments received from the Buyer in the consecutive priority of firstly satisfying any and all monies remaining unpaid in accordance with clauses 4.2.3 to 4.2.6 and thereafter in satisfaction of any and all other monies outstanding to the Seller.

4.2.8 Register a caveat against the title to all land or to charge any property or asset currently or in the future owned or partly owned or acquired by the Buyer as beneficial owner or as the trustee of any trust, or upon which the Buyer is registered on the title as a proprietor, to secure the obligations of the Buyer under these Terms and Conditions of Sale and the Buyer further agrees and grants to the Seller the right to appoint a Receiver to sell any such land or property or asset for the benefit of the Seller in accordance with these Terms and Conditions of Sale.