

IN CONSIDERATION OF YOUR ALLOWING ME/US TO PURCHASE GOODS I/WE HEREBY ACKNOWLEDGE AND AGREE TO THE FOLLOWING TERMS & CONDITIONS:

DEFINITION

The term "the Company" refers to Snaptec Australia Pty.Ltd. and its associates and assigned. The term "the Purchaser" refers to the person, firm, company or entity with whom the Company enters into a contract to sell to.

1. PAYMENT

- 1.1 I/We agree to adhere to strictly paying all amounts due without deduction on the 20th of the month following date of delivery. No payment shall be withheld, reduced or deferred on account of any claim, counterclaim, set off or otherwise.
- 1.2 I/We acknowledge that failure to pay any account by due date shall be a breach of your trading terms and the Company may in respect of such account without prejudice to any other rights or remedies it may have charge penalty interest thereon (being 2% over the rate charged by the Company's bank on its current account overdraft facilities) from time to time until receipt of payment in full. Interest will be charged from the date on which payment was due and shall continue to accrue after (as well as before) judgement and after termination of this contract.
- 1.3 I/We shall pay or reimburse all costs and/or expenses incurred to recover any overdue amount.

2. COSTS

- 2.1 In the event the seller is forced to seek payment of unpaid amounts through taking legal proceedings against the buyer, all costs associated therewith shall be borne by the buyer including the seller's solicitor's costs (as between solicitor and seller).

3. OWNERSHIP

- 3.1 The risk in the goods supplied by the seller to the buyer shall pass to the buyer when such goods are delivered to the buyer or into the custody on the buyer's behalf but the ownership in such goods shall not pass to the buyers until the buyer has discharged all outstanding indebtedness to the seller whatsoever. In the regard the buyer acknowledges and agrees that until such payment is made:
 1. All goods supplied and not incorporated in a manufacturing process by or on behalf of the buyer shall be held by the buyer in a fiduciary capacity as bailee to be sold by it as agent for and on behalf of the seller.
 2. Where goods supplied are incorporated in a manufacturing process by or on behalf of the buyer thereby becoming constituent parts of any manufacturing item (whether identifiable or not) the property in such items shall be the seller's notwithstanding the incorporation of other constituent parts in the manufacturing process and the items shall be half by the buyer in a fiduciary capacity as bailee to be sold by it as agent for and behalf of the seller.
 3. If required by the seller to do so, it shall store the goods supplied or the manufactured item as the case may be in such a way that it is clear they are the property of the seller.
 4. It hereby irrevocably gives the seller, its agents and

servants, leave and licence, without the necessity of giving any notice, to enter onto and into any premises occupied by the buyer and to remove any of the goods supplied or manufactured items of which they are constituents without in any way being liable to the buyer or any third party. And if the goods supplied are wholly or partially attached to or incorporated with any other items, the seller may where practical unscrew, disconnect, sever or otherwise do what is necessary to remove the goods supplied.

5. If the goods supplied or any manufactured items as the case may be are sold by the buyer prior to payment being made in full as aforesaid, the proceeds of such sale shall be the property of the seller and be held for its account.
6. These provisions are designed to protect the seller in the event of the insolvency and/or non payment of the buyer.
7. Nothing in this clause shall be construed as permitting the buyer to return the goods or any part of them because they are surplus to requirements or for whatsoever other reason. If the seller does not accept the return of the goods, a handling charge of 10%-20% may be charged to allow for costs involved.
8. **Special orders, including product built to order are not refundable.**

4. DELIVERY

- 4.1 Any delivery or completion date or times are estimates only and we shall not be held liable for any consequence whatsoever for any delay to such times. Where applicable delivery will be made in accordance with a written delivery schedule mutually agreed with you at the time of placing the order. Unless amendments to the delivery schedule are given by you in sufficient time to alter the production programme and such amendments have been agreed by us in writing, we reserve the right to continue to deliver according to schedule. If you are unable to accept deliveries on site we further reserve the right to deliver to your store. In such event, delivery to store will be deemed delivery on site and payment will be due accordingly.
- 4.2 All charges relating to storage, insurance and subsequent delivery to the site will be directly to your account. Where prices have been quotes "FIS", delivery is to ground floor level. In the event of any happening in consequence of which we cannot effect delivery by the agreed time, we shall be entitled to suspend delivery or extend the delivery time of the goods for the period during which such cause of delay operates and, in the event of such suspension of extension, we shall not be liable for any damages whatsoever.
- 4.3 We reserve the right to refuse to deliver any goods under this contract if you have any monies outstanding beyond the date due for payment on any account with us.

5. RETURNS

- 5.1 I/We agree goods may only be returned to the Company on the following basis:
 - (a) An RMA number has been obtained via phone.
 - (b) A return charge calculated at 15% of the value of the goods is paid. This is to cover clerical and other expenses.
 - (c) Delivery charges are paid by the purchaser.
 - (d) That claims for credits are made within 7 days of invoicing.

6. WARRANTY

- 6.1 (a) Except as provided by the seller in writing and except as required by statute, the seller provides no warranty and makes no representations in relation to the goods.
- (b) The seller's liability for defective goods under the preceding paragraph shall be strictly limited to claims made in writing to the seller within 10 working days of the date of despatch of the goods and to the cost of repairing or (at the option of the seller) replacing goods which the seller accepts are defective and which are in the same condition as they were in at the time they were despatched. The seller will give a full credit for defective goods. The seller shall not be liable for any claim in respect of further work done on the goods, transport costs, loss of profit, consequential loss on any claim suffered through resale or any other claim, loss, damage or expense incurred or suffered by the buyer relating (whether directly or indirectly) to any such defects of or in relation to the sale, existence or use of the goods.
- (c) Any warranty statement will be considered null and void if goods have been modified without prior written consent from the Company, and/or subjected to conditions outside of their normal operating parameters.
- (d) To the extent permitted by law, it is declared that no statement or recommendation made or advice or assistance given by the seller or its servants in connection with the goods shall constitute a warranty by the seller or a term or condition of sale or a waiver of any of these provisions. The seller shall not be liable for any loss which may be suffered by a buyer who relies on the accuracy of such statements, recommendations, advice or assistance.
- (e) For the purpose of Section 4.3(2) of the Consumer Guarantees Act 1993, the buyer represents to the seller that all goods or services acquired from the seller by the buyer are acquired for the purpose of a business.

7. ALTERATIONS AND ADDITIONS TO ORDERS

- 7.1 Alternations or additions to or cancellation of existing orders will be accepted only at the sole discretion of the seller and then only subject to such conditions as the seller may impose.

8. DELAY

- 8.1 If the manufacture, supply or delivery of the goods is delayed by reason of or as a result of any act, omission, default or request by or on behalf of the buyer, the seller may, without prejudice to its other rights and remedies, require payment by the buyer of such portion of the contract price as represents the extent to which the seller has performed the contract out work required by the contract up to the date such payment is required, together with any expenses or additional costs incurred by the seller as a result of such delay. In the event of such delay continuing beyond a reasonable time, the seller may, without prejudice to its other remedies, cancel the contract.

9. PATENTS AND COPYRIGHT

- 9.1 (a) Copyright in all drawings, information from data storage systems specifications and other technical information provided by the seller in connection with the contract is vested in the seller.
- (b) Where goods are to be supplied to the buyer's design, the buyer hereby warrants that the manufacture and supply of such goods by the seller will not infringe any patent, copyright, registered design or other rights. The buyer agrees to indemnify the seller against liability incurred by the seller including any costs and expenses in the event of any claim being made that the manufacturer or supply of such goods by the seller infringes any patent, copyright, Registered design or other rights.

10. CREDIT LIMIT

- 10.1 It is agreed the Company may impose a credit limit which may be reviewed by the company from time to time in its sole discretion. The limit may be increased or reduced without the need for notice to the purchaser.

11. TERMINATION

- 11.1 The Company may at any time in its sole discretion without notice terminate the credit account. Upon termination all amounts shall become due and payable.

12. WAIVER / FORBEARANCE

- 12.1 All the Company's remedies, rights and powers shall remain in full force notwithstanding any neglect, forbearance or delay in the enforcement thereof.
- 12.2 The Company shall not be deemed to have waived any condition unless such waiver is in writing and signed by a director of the Company. Any such waiver shall apply to and operate only in the particular transaction in respect of which it was given.

13. APPLICABLE LAW

- 13.1 These items and conditions of sale shall be governed by the Law of New South Wales –Australia.

SIGNED this.....day of.....20.....

For and on behalf of.....

AUTHORISED SIGNATURE/S:

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Account Application

Snaptec Australia. Account Application Form

Confidential: Signatory to this document agrees to honour our terms of trade which are payment in full 20th of the month following our invoice date. Full Snaptec Australia P/L Terms and Conditions follow which must also be signed and dated to indicate your acceptance, and allow us to further process this application.

Company /Name in full:

Trading As (if different from above):

Postal Address:

Physical Address:

Telephone:

Facsimile:

Bank:

Branch:

Date Established:

Years in Business:

Nature of Business:

Associated Companies:

Directors and Personal Addresses:

Registered Office Address:

Contact Name (Manager):

Email:

Contact Name (Technical):

Email:

Contact Name (Accounts):

Email:

TRADE REFERENCES

1.

Phone:

2.

Phone:

3.

Phone:

I/we agree to settle our account balance by the 20th of the month following invoice. Our preferred method of payment will be:

Australian Customers:

Cheque Credit Card Direct Deposit: Bank: NAB , BSB#: 082-133 **AC#:796 174 953**

Overseas Customers: Telegraphic Transfer (contact Snaptec for bank details) Credit Card

In the course of any enquires or investigations that may be required by you to validate or otherwise my/our credit suitability either now or in the future, I/we authorize any person or company to provide information of their experiences with me/us, and I/we authorize your provision without further permission of such information to others seeking similar validation.

Signed:

Date: / /

Print Name:

This credit application form will only be considered when accompanied by a signed Snaptec Australia P/L Terms and Conditions Agreement.