

VICPOLE PTY LTD - CONDITIONS OF SALE

1. **INTERPRETATION.** The term 'Seller' in these conditions shall mean "Vicpole Pty Ltd" and the terms "Purchaser" shall be deemed to refer to the person or other entity offering to contract on the terms of quotation.
2. **ACCEPTANCE.** All quotations are subject to confirmation on receipt of order. Unless otherwise stated, quoted prices and terms and conditions are held open for acceptance for a period of 30 days from date of tender. The seller reserves the right to refuse any order within 5 days after receipt of the order. Any terms and conditions expressed in the purchaser enquiry or purchase order which differ or are inconsistent with these terms shall not apply.
3. **AVAILABILITY.** Any Statement or agreement by the Seller is contingent on its ability to secure the goods and/or material for the manufacture and supply of the goods the subject of such statement of agreement.
4. **ALTERATIONS TO QUOTES/ORDERS.** No quotation or order can be altered varied or modified without the written consent of the Seller and then upon such further terms and conditions as shall be specified by the Seller.
5. **PAYMENT.** All goods shall be invoiced on date of completion. Payment is net cash on delivery or collection (whichever is appropriate in the circumstances) unless otherwise stated in any quotation or order. In default of payment for any goods supplied the Seller will place the account of the purchaser on stop credit and any outstanding goods on order will not be released by the seller until payment is received in full on any moneys outstanding. The seller shall be entitled in addition to any other legal right to which it may be entitled to sue the Purchaser to recover any debt or damages and shall be at liberty at its discretion to charge interest on such overdue accounts at the rate of 15 per cent per annum on any moneys outstanding from the date payment is due until the date payment is received by the Seller.
6. **CANCELLATION.** Any order may only be cancelled by a request in writing submitted by the Purchaser to the Seller prior to the commencement of the manufacture of the goods and the acceptance of which shall be at the sole discretion of the Seller. Such cancellation will only be accepted by the Seller upon the condition that the Purchaser pay an amount equal to 20% of the full amount shown on the order or the sum of \$100.00 (whichever is the lesser amount) and which it is agreed shall be the liquidated damages due to the Seller on such cancellation.
7. **TITLE TO GOODS.** Property in any goods supplied by the seller to or on the purchaser's behalf pursuant to these terms and conditions will not pass to the purchaser until payment is received in full by the seller and cleared through the seller's bank account. Should payment not be received by the due date the seller is irrevocably authorised by the purchaser to enter the purchaser's premises (or any premises under the control of the purchaser or its agent if the goods are stored at such premises) and use reasonable force to take possession of the goods without liability for trespass negligence or payment of any compensation of any kind to the purchaser or its agent. The purchaser will take out or maintain adequate insurance cover on any goods delivered by the seller to the purchaser until property in such goods passes from the seller to the purchaser. If any such goods are sold by the purchaser prior to full payment being made to the seller the purchaser shall hold the proceeds to sale on trust for the seller clear of any third party claims
8. **GST.** Any account fee may be adjusted by the seller to include the amount of any taxes or other statutory charges imposed on or after the date of delivery of any goods or services which may by law be required to be collected by the seller from the purchaser. The seller shall be entitled to recover GST in addition to any quoted price and /or invoiced value of goods and/or services unless the purchaser provides adequate proof that GST is not payable on the contract. Any goods and/or services imported into Australia may be charged on the actual rate of currency exchange prevailing at the date of invoice even if the invoiced cost is higher than any quotation cost.
9. **DELIVERY SCHEDULE.** Any time of delivery quoted is an estimate only of when the goods may be available for delivery and the Seller shall not be liable in any way for failure or delay in delivery and/or defect in any goods or services for any cause beyond the seller's control and the purchaser shall accept and pay for the goods as and when tendered notwithstanding any such failure to deliver within the stated time.
10. **STORAGE.** The Seller shall only store invoiced goods for a maximum of 30 days from the delivery date stated on accepted quotation/order after this date the Purchaser must make arrangements to have goods removed from seller's premises or the Purchaser will pay a storage fee of \$50 per day unless previous arrangements have been negotiated between the seller and purchaser at time of accepted order.
11. **WARRANTIES.** All Vicpole manufactured products and Candela manufactured luminaires are guaranteed for five years to be free from defects in workmanship and materials. The seller liability for any defective goods and/or services will be limited to any one of the following as determined by the seller at the seller's absolute discretion. Replacement of goods and/or services or payment of the cost of replacing the goods and/or services and/or payment of the cost of repairing the goods or providing the services again but the seller will not be liable to the purchaser if any defect is caused by the purchaser's misuse, neglect or fair wear and tear or any unauthorised repairs and/or modifications made by the purchaser. The seller makes no warranty or representation regarding the quality nature or fitness for any particular purpose of any goods and/or services and if the purchaser relies on goods and/or services corresponding with any sample the seller will not be liable for deficiency or services corresponding with any sample. Any advice recommendation or assistance provided by the seller to the purchaser in relation to any goods and/or services is provided in good faith without liability or the responsibility to the purchaser. The purchaser should satisfy itself in all regards concerning any goods and/or services to be provided by the seller to the purchaser.
12. **MEASUREMENTS.** Measurements shown are for production only and may not necessarily be the finished size of the product.

13. LEGAL PROVISIONS. These terms and conditions and all dealing between the parties shall be governed by the laws of the State of Victoria. If any of these terms or conditions are invalid or unenforceable it is excluded and the remaining terms and condition shall not be affected. Each term and condition shall be enforceable to the maximum extend permitted by law. Waiver by the seller of strict performance of any of these terms and conditions by the purchaser will not be deemed waiver of any of their seller's rights in respect of any later default by the purchaser in respect of the same or any other term or condition. The warranties or other agreements made by the parties or any modification or variation will only bind the seller if made in writing and signed on its behalf by a duly authorised officer.