VICPOLE PTY LTD – TERMS & 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. Goods will be invoiced on the date of completion or on the Ship Date advised on the Order Acknowledgement (whichever is the later) unless Vicpole is advised of a delay at least 10 working days in advance of the Ship Date. In the event that a delay to delivery is not advised within this time, then goods will be invoiced and stored. (See cl 10. STORAGE) Payment is net cash on delivery or collection 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 $200.00 (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. Risk of loss or damage to any goods supplied by the Seller to or on the Purchaser's behalf pursuant to these terms and conditions will pass to the Purchaser on delivery. Delivery will be deemed to have occurred on the earliest of the following events:

- the Purchaser taking possession of the goods;
- completion of the loading of the goods onto a transport vehicle provided by the Purchaser; or
- delivery by the Seller to the site or any other location nominated by the Purchaser.

Ownership of and title to any goods supplied by the Seller to or on the Purchaser's behalf pursuant to these terms and conditions passes to the Purchaser only upon payment in full by the Purchaser for the goods and any other amounts due by the Purchaser to the Seller.

Until payment of the purchase price for the goods has been made in full:

- the Seller retains full legal title to the goods;
- if the goods are in the Purchaser's possession, the Purchaser will hold the goods as bailee for the Seller and must store the goods so that they are clearly identifiable as the property of the Seller;
- the Seller may call for and recover possession of the goods at any time;
- the Purchaser must, at its own cost, remove (if installed) and deliver the goods to the Seller if requested to do so by the Seller; and if the Purchaser does not comply with a request by the Supplier to remove (if installed) and deliver the goods to the Seller, then the Seller may remove and recover the goods without liability for trespass, using whatever force may reasonably be necessary.

The Purchaser provides the Seller, and the Seller's representatives, officers, agents and sub-contractors a licence to enter the property where the goods are stored for the purposes of inspecting the goods and removing those goods and to conduct any activity ancillary to or necessary to facilitate the removal of the goods.

The Purchaser will take out and maintain adequate insurance cover on the goods delivered by the Seller to the Purchaser until title 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 of sale on trust for the Seller clear of any third-party claims.

8 TAXES. 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.

9 DELIVERY. Any time of delivery quoted is an estimate only of when the goods will be available for delivery and the Seller shall not be liable in any way for failure or delay in delivery of 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 due, 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 Invoice date - after this date the Purchaser must make arrangements to have goods removed from the 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 the time of the acceptance of the 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's 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 or 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 to the product. Repaired or replaced goods will be returned to the original point of delivery. The Seller is not liable to the Purchaser for the cost of un-installing the defective goods and re-installation of the repaired or replaced goods. The Seller makes no warranty or representation regarding the quality nature or fitness for any particular purpose of any goods and/or services. Where the Seller is not supplying the item (e.g. Light Fitting) that is to match-fit with the Seller's product then the onus is on the Purchaser to provide the Seller with the correct & current mounting specifications of the item. 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. To provide protection to the goods during transport, the Seller may wrap the goods in protective coverings. In order to preserve the paint warranty, the Purchaser must remove such coverings upon delivery of the goods and must not store the goods in those protective coverings. Any concerns with the initial paint finish must be discussed with Vicpole **before the pole is erected**.

12 MEASUREMENTS. Measurements shown on drawings supplied to the Purchaser are nominal 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 extent 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.