

ACTIVE DISPLAY GROUP

STANDARD CONDITIONS OF SALE

FOR003.1 / 27.07.06 / GS



Conditions of Sale :-

1. You will purchase and we will supply goods to you only on the following terms and conditions. However we are not obliged to supply goods to you when requested to do so.

2. The delivery of goods to you and your acceptance of their delivery constitutes a binding contract for the sale of those goods on these terms and conditions.

3. No course of prior dealings between you and us and no usage of trade are relevant to supplement any of these terms and conditions.

4. These terms and conditions, together with any additional terms and conditions we notify you are to apply to the Supply of any goods:

constitute a complete and exclusive statement of the agreements, understandings, terms and conditions between you and us with respect to the supply of goods by us to you, notwithstanding any conditions to the contrary expressed in any of your order forms or other documents;

supersede all prior arrangements, written or oral, unless the prior arrangements otherwise specify;

and bind you jointly and severally (if there is more than one of you).

5. All additions and modifications to the terms and conditions must be in writing signed by us or on our behalf. No employee of ours, other than a director, is authorized to agree to any addition or modification.

6. Payment is due according to written and agreed terms of payment; or if no terms of payment have been agreed, on delivery of the goods.

7. When paying please refer to the relevant invoice. If you do not refer to a particular invoice when making payment, we will apply the payment to the earliest outstanding invoice.

8. After the due date of payment, we will charge interest on outstanding amounts payable, calculated on daily balances. The rate to be applied to each daily balance is the "Reference rate" for the time being of Australia and New Zealand Banking Group Limited plus 1% per annum.

9. If you don't say otherwise within 7 days of delivery of goods, you must accept that those goods delivered are in accordance with your order. We will treat all claims for credit for returned goods on an individual transaction basis.

10. Notwithstanding 11 and 15 you will bear all risk in respect of the goods from the time of delivery to you or your carrier at our premises or warehouse or delivery by us to you (as the case may be), unless otherwise agreed in writing between you and us.

11. You must, at your own expense, insure the goods against loss or damage, however caused, from the time referred to in 10. and must keep this insurance on foot until property in the goods passes to you as set out in 15.

12. If you:

fail to pay for any goods on the due date;

or commit an act of bankruptcy;

or allow a trustee in bankruptcy or receiver or receiver and manager to be appointed to you or any of your property;

or allow distress to be levied or a judgement, order or security to be enforced, to become enforceable against your property;

or are a company and;

proceedings are commenced to wind you up or any of your subsidiaries;

or a controller is appointed in respect of any part of your property or that of your subsidiaries, then we and our agents may enter upon your premises (doing all that is necessary to gain access) where goods supplied under this contract are situated at any time and retake possession of all or any of those goods we have supplied to you

13. If:

you fail to make a payment on the due date;

or you cancel delivery of goods;

or we withhold delivery of any other reason;

or we re-take possession of any goods we reserve the right to resell the goods concerned.

14. If we conduct a re-sale pursuant to 13:

we may do so at our premises or at any place;

and the re-sale may, at our discretion, be by public or private sale or in fulfillment of one of our existing contracts;

and ,

we may recover from you as liquidated damages for our loss of bargain, the difference between the re-sale price and the unpaid contract price together with any incidental damages, such as holding expenses and charges and costs and expenses of sale but less expenses saved as a result of your breach of contract. (if applicable goods cannot be sold within 8 months of the first attempted sale those goods will be deemed to have a re-sale price of nil).

15. In relation to goods supplied to you:

property on those goods shall remain with us until the later of:

payment in full for the goods;

and payment in full of other moneys owing or unpaid by you to us, including moneys in respect of goods previously or subsequently supplied to you by us;

the relationship between you and us shall be fiduciary;

you will hold those goods as bailee for us;

where you sell those goods, you will sell as principal and you have no power to commit us to any contract or liability, but as between you and us you will sell as fiduciary agent;

we will be given full ownership of any new goods or objects formed if you transform our goods into other products or affix those goods to other objects;

where those goods are disposed of, the moneys resulting from the disposal and all other proceeds, (tangible or intangible) received in respect of the goods, including insurance proceeds will be kept separately in trust for us;

where those goods are disposed of, you may only dispose of the goods in the ordinary course of your business on commercially reasonable terms;

you will keep records of those goods;

you will store those goods separately from your own until they are paid for.

16. To identify our goods, we may mark or label them in any manner.

17. You have the benefit of conditions and warranties implied by the Trade Practices Act 1974 ("Act") and nothing in these terms and conditions is intended to exclude, restrict or modify any statutory obligation we have if that cannot lawfully be effected. References to specific provisions of and circumstances arising under the Act are intended to include reference to equivalent or similar provisions of and circumstances arising under any State or Territory enactment.

18. Should we have the benefit of conditions and warranties implied by Division 2 of Part V of the Act (not being a condition or warranty implied by Section 69 of the Act) our liability for the breach will, subject to Section 68A (2) of the Act, be limited to one of the following as determined by us:

the replacement of the goods or the supply of equivalent goods;

or the payment of the cost of replacing the goods or of acquiring equivalent goods.

19. Subject to any legislation to the contrary:

to the full extent permitted by law, all express and implied terms, conditions and warranties other than the ones set out in these terms and conditions are excluded;

to the full extent permitted by law, we are not liable for any injury to or death of any person or loss (including loss of profits or consequential loss) or damage to property arising from any act or omission of you, us or any other person (including any loss or damage arising from our negligence);

you indemnify us against:

any claims made against us by any third party in respect of any loss, damage, death or injury as is set out in 19(b); and all losses and expenses which we may suffer or incur due to your failure to observe fully your obligations under the contract incorporating these terms and conditions;

and we have not made any representation, warranty or undertaking about the compliance of the goods with any statutory requirements relating to the marketing of goods. You acknowledge that you alone are responsible for compliance of the goods with this legislation.

20. We will not be responsible for non-delivery or delay in delivery of any goods due to any cause beyond our reasonable control, notwithstanding that the cause may be operative at the time of entering the contract of sale. Where such non-delivery or delay occurs, we may deliver the goods not delivered or delayed at any subsequent time and you must accept and pay for them.

21. When we are to perform the contract of sale by more than one delivery, our failure to make any one or more of these deliveries will not operate as a repudiation of the contract by us in respect of all or any of the other deliveries.

22. Where we give a date of intended delivery, this will be subject to the goods ordered being available and our being able to make the delivery on that date.

23. If you fail to keep the goods in the condition they were in when delivered, you will be deemed to have accepted them as delivered.

24. Our agreement to continue to deliver or sell goods to you is always conditional upon our being satisfied of your ability to pay and comply with these terms and conditions. If we cease to be so satisfied we may suspend and/or terminate deliveries and shall not be liable in any way for any claim, damage, expense, or cost suffered by you.

25. Should any part of these terms and conditions be held to be void or unlawful, these terms and conditions will be read and enforced as if the void or unlawful provisions had been deleted.

26. Our rights under these terms and conditions are in addition to and do not limit whatever other rights or remedies we may have in law or equity.

27. Each contract of sale between you and us will be governed by the laws of the State in which our branch with which you are dealing is located.

28. In these terms and conditions;
we or us means Active Sites Alive Pty Ltd and its successors and assigns.

you means the customer and its successors and assigns permitted by Active Sites Alive Pty Ltd.