

Action Labels and Nameplates Pty Ltd. ABN 41 638 630 270

TERMS OF TRADE

1. GENERAL

Action Labels and Nameplates Pty Ltd (The Company) sells or offers for sale its products on the following terms and conditions.

An order placed with The Company is an order incorporating these terms and conditions, notwithstanding any inconsistencies which may be introduced in order of acceptance unless the same are expressly agreed by The Company in writing, and notwithstanding that The Company may fill such an order. Acceptance of goods shall constitute acceptance of these terms.

2. QUOTATION

A Quotation is not an obligation to sell but an invitation to submit an order and no contractual relationship arises therefrom until The Company has accepted an order.

3. WARRANTY

Information concerning products are based on tests believed to be reliable but do not represent a guarantee or warranty. Products are provided on the basis that any Purchaser has independently determined the suitability of the Products for the Purchasers purposes. The Company warrants the products to be free from defects in materials and workmanship on a commercially acceptable basis. No claims will be recognised unless made within 7 days of receipt of goods.

4. ORDERS

Orders will be accepted in writing, by fax or by email and are subject to acceptance by The Company. The Company reserves the right to reject or cancel any order.

5. PRICE

The price of the product shall be that quoted by The Company. Prices are net to The Company and are exclusive of any customers or other duties/ and taxes and shipping charges. The Company reserves the right to ship plus or minus 10% of the product unless expressly agreed in writing with the customer.

6. CANCELLATION.

Order cannot be cancelled, except upon terms which will fully compensate The Company against all and any loss occasioned to it as a consequence of such cancellation.

7. PAYMENT.

The terms of payment are nett 30 days from date of invoice.

8. ACCEPTANCE.

The Company reserves the right to accept any order in whole or in part or to refuse any order.

9. DELIVERY.

All delivery dates quoted are estimates only, and whilst every endeavour will be made to achieve these dates, The Company shall not be liable for failure to deliver or any delay in delivery from any cause whatsoever beyond the control of The Company. The Purchaser shall not be relieved of any obligation to accept or pay for the Products by reason of any delay in delivery or despatch.

The ownership of the Products sold and delivered by The Company to the Purchaser, will only be transferred to the Purchaser, when the Purchaser has met and paid all that is owing to The Company on any account.

10. RETURNS

Products sold by The Company are returnable only in accordance with the warranty provisions hereof. Before returning any product, the Purchaser must obtain The Company's written return authorisation and instructions.

11. ASSIGNMENT

Any assignment of this agreement, an order or any rights hereunder or any hypothecation hereof in any manner, in whole or in part, without the written consent of The Company shall be void.

12. FORCE MAJEURE

The Company shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by accident, strike, fire, riot, civil commotion, insurrection, war, the elements, embargo, failure of carrier, inability to obtain transport facilities, government requirements, acts of God or public enemy, prior orders from others or limitation on The Company or its suppliers products, or any other cause or contingency beyond The Company's control.

13. ENTIRE AGREEMENT

These terms and conditions embody the entire agreement between the parties and intended as a complete statement of the terms of agreement regarding the products, and supersede any prior or collateral agreement or understanding between the parties (including those that may be contained on the Purchaser's order which are inconsistent with these terms of trade. The Purchaser acknowledges that the Company has not made any representation to the Purchaser other than those which are specifically referred to or contained herein.

14. WAIVER

No waiver, alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed on behalf of The Company by an officer of The Company duly authorised to do so. No waiver by The Company with respect to any default or breach or any right or remedy or any variation of the foregoing terms and conditions shall be deemed to constitute a continuing waiver of any other breach, default, right or remedy or any other variation of the foregoing terms and conditions.

15. BREACH A breach by the Purchaser of all or any of the terms and conditions herein shall entitle The Company to consider the order as cancelled, without prejudice to the rights of The Company to recover damages for breach of contract or otherwise.

16. The validity, interpretation and performance of any contract for the sale of products, shall be governed by and constructed in accordance with the laws of the State of Victoria.