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Terms and Conditions

These terms and conditions apply to the supply of Inventory by Price Plastics unless it agrees otherwise in writing with the Buyer, and to the exclusion of the terms and conditions of the Buyer's order.

1. Definitions

“**Buyer**” – the person who acquires Inventory from Price Plastics;

“**GST**” – any goods and services tax or any other similar tax imposed in Australia;

“**PPSA**” – *Personal Property Securities Act 2009* (Cth) as amended from time to time and any regulations made pursuant to it;

“**Price Plastics**” – Price Plastics Pty Ltd ABN 84 062 778 447;

“**Inventory**” – the inventory agreed to be supplied by Price Plastics to the Buyer.

2. Orders

2.1 Orders may be made in writing or orally. All oral orders must be promptly confirmed in writing.

2.2 Price Plastics is not obliged to accept any order. It may accept an order in whole or in part.

3. Delivery, Title and Risk

3.1 Price Plastics will make reasonable endeavours to ensure the Inventory is available by the agreed delivery date. However Price Plastics has no liability

for any delay, howsoever caused, in making the Inventory available to, or in the delivery of the Inventory to any person.

- 3.2 Title in the Inventory remains with Price Plastics:
- (a) until the full price and all other sums payable to Price Plastics are paid; and
 - (b) even though the Inventory (or any part of it) is transformed.
- 3.3 Where Inventory is not paid for when due, then, in addition to and without prejudice to Price Plastics' other rights and remedies under the PPSA or otherwise:
- (a) Price Plastics (or its agents) may without notice enter and retake possession of all or any part of the Inventory in its original, varied or transformed form from any premises owned, possessed or controlled by the Buyer and the Buyer agrees that Price Plastics has an irrevocable licence to do so without incurring any liability to the Buyer. ; and
 - (b) Price Plastics will be entitled to sell or deal with the Inventory in its absolute discretion.
- 3.4 Risk in the Inventory passes to the Buyer:
- (a) where Price Plastics arranges and pays for delivery: on delivery to the Buyer, or to the place nominated by the Buyer; and
 - (b) in all other cases: on collection of the Inventory from Price Plastics.
- 3.5 The Buyer must inspect the Inventory immediately prior to signing the delivery docket acknowledging delivery.
- 3.6 Price Plastics may deliver Inventory in instalments.

4. Prices and Payment

- 4.1 The purchase price for the Inventory is due and payable within 30 days of the end of the month in which the invoice was issued by Price Plastics to the Buyer in respect of the Inventory, or as otherwise agreed in writing.
- 4.2 Where an invoice remains unpaid after its due date for payment, Price Plastics may at its discretion do one or more of the following:
- (a) withhold further deliveries until all unpaid amounts have been paid;
 - (b) terminate all outstanding orders;
 - (c) charge interest on the amount unpaid from the due date at the rate of 1% per month, compounding monthly until all outstanding amounts are paid;
 - (d) enforce any other right it may have.

- 4.3 GST is payable in addition to the price. GST is payable by the Buyer at the same time as the price for the Inventory is payable. Price Plastics must issue a tax invoice.

5. Pallets and Containers

Pallets and reusable containers and bags are and remain the property of Price Plastics.

6. Warranties, Quality and Claims

- 6.1 Price Plastics warrants that the Inventory will meet Price Plastics' published specifications at the time risk in the Inventory passes to the Buyer.
- 6.2 Any description of the Inventory is to identify the Inventory and such description does not make any sale a sale by description.
- 6.3 If rights and remedies are conferred on the Buyer which, by law, cannot be excluded, for example, under the *Competition and Consumer Act 2010* (Cth), these terms and conditions do not exclude such rights and remedies. However, Price Plastics excludes all other rights, warranties, guarantees, representations and conditions (including those that are implied) except as are expressly set out in these terms and conditions.
- 6.4 Price Plastics' liability for breach of the warranty in clause 7.1 is:
- (a) limited to, at Price Plastics option, replacing the defective Inventory or paying for the cost of replacement; and
 - (b) is conditional upon:
 - (1) the Buyer advising Price Plastics of the defects in the Inventory within 90 days of risk in the Inventory passing to the Buyer; and
 - (2) the defective Inventory being returned to Price Plastics or, at Price Plastics' option allowing Price Plastics to examine the defective Inventory.
- 6.5 The liability of Price Plastics for breach of a term, condition, warranty, guarantee or right that cannot by law be excluded is, at Price Plastics' option, limited to replacing the defective Inventory, or paying for the cost of replacing the defective Inventory.
- 6.6 In all other cases, the maximum of Price Plastic's liability to the Buyer for all loss or damage from a breach of these terms and conditions is limited to the price of the Inventory supplied under the relevant invoice.

7. Force Majeure

If Price Plastics is unable to carry out one or more of its obligations under these conditions wholly, or in part by reason of labour dispute or shortage, raw material shortage, equipment breakdown, or lack of capacity, or any act or cause

beyond its reasonable control, then it can suspend its obligations while that event continues. In such circumstances Price Plastics is not liable for any loss or damage suffered by the failure to supply or by the delay in supplying Inventory.

8. General

- 8.1 If any term or condition is void, unenforceable or illegal in whole or in part, it is to be deleted to the extent needed for it not to be void, unenforceable or illegal, but the remaining terms and conditions are to remain in full force and effect.
- 8.2 The law of Victoria governs these terms and conditions.
- 8.3 The Buyer cannot assign its rights under these terms and conditions without Price Plastics' consent.
- 8.4 Price Plastics may assign its rights and obligations under these terms and conditions where Price Plastics reasonably believes the assignee can meet Price Plastics' obligations under these terms and conditions.

9. Advice

The Buyer acknowledges that it has relied on its own skill and judgement in deciding to acquire and use the Inventory.

10. Indemnity in favour of Price Plastics

The Buyer indemnifies Price Plastics against all claims, demands, damages, costs, penalties, suits and liabilities of any nature caused directly or indirectly by the Buyer's acts or omissions or any breach by the Buyer of these terms and conditions.

11. PPSA

- 11.1 The Buyer acknowledges and agrees that by accepting these terms and conditions, the Buyer grants Price Plastics a security interest over the Inventory, any other goods of which the Inventory may form a component and their proceeds.
- 11.2 To the extent permitted by the PPSA the Buyer:
 - (a) has no right to receive a notice of removal of an accession under the PPSA;
 - (b) has no right to retain an accession under the PPSA;
 - (c) waives its right to receive a notice of a verification statement or a financing change statement; and

(d) agrees that the following sections of Chapter 4 of the PPSA are excluded to the extent that they are able to be excluded:

- (1) section 95 (notice of removal of accession);
- (2) section 96 (when a person with an interest in the whole may retain an accession);
- (3) subsection 121(4) (enforcement of liquid assets – notice to grantor);
- (4) section 130 (notice of disposal – to the extent that it requires the secured party to give a notice to the grantor);
- (5) paragraph 132(3)(d) (contents of statement of account after disposal);
- (6) subsection 132(4) (statement of account if no disposal);
- (7) section 135 (notice of retention);
- (8) section 142 (redemption of collateral); and
- (9) section 143 (reinstatement of security agreement).

11.3 The information of the kind mentioned in section 275(1) of the PPSA must not be disclosed by the Buyer except where required by section 275(7) of the PPSA.

11.4 The Buyer must promptly pay Price Plastics the reasonable cost of registering a financing statement.

Please sign your acceptance of our amended terms

.....
Signature of Authorised Person

.....
Position Held by signatory

.....
Name in Block Letters

.....
Date

.....
Company Name