

1. GENERAL

- (A) These Terms of Sale ("Terms") apply to the supply of and all offers for the supply of goods and services by CROMPTON LIGHTING PTY LTD ABN 38 003 125 693 ("CROMPTON")
- (B) These Terms must be read in conjunction with any additional written terms of sale offered by CROMPTON including any additional terms which may appear in current CROMPTON price lists.
- (C) Except as otherwise expressly agreed in writing between CROMPTON and a purchaser, these Terms prevail over any inconsistent terms which may appear in the order form or in any other communication by or from a purchaser.

2. SETTLEMENT TERMS

- (A) Nett thirty (30) Days from the end of the month of invoicing. Should the purchaser delay or default in respect of any payment due to CROMPTON, CROMPTON shall have the right, in addition to all other rights and remedies CROMPTON has, to charge interest at a rate equivalent to two per centum (2%) in excess of such rate as shall be charged from time to time to CROMPTON by ST GEORGE BANK LTD for overdraft accommodation, such interest shall be calculated from the date of each invoice, to the date of full and final payment by the Purchasers. Any payment by the Purchaser will be credited first against the interest accrued to the date of payment.
- (B) In the event that payment is not made by the purchaser on the due date, the purchaser authorises CROMPTON to set-off any amounts due by CROMPTON to the purchaser against the oldest amounts outstanding by the purchaser. Clause 2A will then only be applicable to any remaining amounts outstanding.

3. MINIMUM IN ORDER VALUE

The minimum order value for all orders is \$150 excluding GST.

4. DELIVERY VALUE

Invoiced orders in excess of \$150 (ex. GST) will be delivered FIS (Free in Store) within Australia.

5. CONDITIONS OF SALE

- (A) Immediately on delivery to the Purchaser the risk in the goods shall pass to the Purchaser. Notwithstanding this, title to the goods shall remain with CROMPTON until all moneys owing by the Purchaser to CROMPTON have been paid in full and the Purchaser shall hold the goods as bailee there of only subject to its rights to deal with the goods in the ordinary course of business on the basis that any moneys received as a result of such dealing shall be held by the Purchaser for the benefit of CROMPTON and CROMPTON shall have the right to enter the premises of the Purchaser to recover any goods in which it has title.
- (B) Property in the goods shall not pass to the Purchaser until full payment for such goods has been received by CROMPTON. In the case of payment by cheque or bill of exchange or note, full payment is not deemed made until same is honoured.
- (C) Orders will not be processed for any account which has amounts outstanding for longer than 60 days from date of statement.
- (D) The Purchaser authorises CROMPTON to appropriate any payment to particular goods, including goods no longer in the possession or control of the Purchaser, unless the Purchaser expressly appropriates such payment to particular goods and communicates such appropriation to CROMPTON at the time of payment.
- (E) Goods delivered to the Purchaser for which payment has not been received and appropriated shall remain the property of CROMPTON and the Purchaser shall hold such goods on behalf of CROMPTON.
- (F) CROMPTON may at any time without notice retake possession of such goods but the Purchaser shall not be entitled to return the goods except in accordance with condition 5.
- (G) If it becomes necessary to institute legal proceedings to recover unpaid debts to CROMPTON, all discounts showing on unpaid invoices become null and void and the total list prices showing become payable.
- (H) Nothing in these clauses shall affect our rights as an unpaid seller.
- (I) Errors or omission of a clerical or mechanical nature on invoices, delivery dockets, statements, price lists, price changes, discounts, monthly specials or on the face hereof are subject to correction by CROMPTON.
- (J) While every effort will be made to adhere to the required delivery times, CROMPTON shall not be liable for any failure to procure or deliver, or for any delay in procurement or delivery of goods to the Purchaser arising from any cause beyond CROMPTON'S control.
- (K) It is agreed and declared that CROMPTON is not a common carrier and that in the event of loss or damage in transit as a result of an act, neglect or default attributable to CROMPTON, CROMPTON'S liability to the Purchaser shall be limited to and completely discharged by either the replacement or the repair of any goods so lost or damaged. ANY CLAIMS AGAINST CROMPTON FOR SUCH LOSS OR DAMAGE TO THE GOODS MUST BE MADE WITHIN FOUR (4) DAYS OF THE DATE OF DELIVERY.
- (L) No cancellation or partial cancellation of an order by the Purchaser shall be accepted by CROMPTON unless it has first consented in writing to such cancellation or partial cancellation.
- (M) All descriptive and forwarding specifications, drawings, particulars, dimension, weights, and all publicity and promotional material issued by CROMPTON is intended to be illustrative only. None of the foregoing nor any particulars or representations contained therein shall form part of and not be deemed to have been incorporated in any contract with CROMPTON.
- (N) Every care is used in the packing, but unless agreed, no responsibility is taken for loss or damage in transit.
- (O) Goods shown in CROMPTON'S price list or catalogue are those that CROMPTON considers its normal lines. CROMPTON reserves the right to add and delete lines at its discretion and does not warrant the availability, whether express or implied, or any lines it may from time to time advertise.
- (P) Unless otherwise agreed, it's the purchaser's responsibility to obtain and provide access, services, facilities, permits, approvals or licences as may be necessary or convenient for the delivery of goods and provision of services.
- (Q) In the event of default by the purchaser CROMPTON may, without prejudice to any other rights or remedies open to it, terminate a contract or suspend or continue delivery at CROMPTON'S option always reserving to CROMPTON all rights to recover any loss consequent upon any such cancellation or suspension.

6. CREDITS CLAIMS/RETURNS

- (A) SHORT DELIVERIES: (INVOICE NUMBER AND DATE MUST BE QUOTED ON ALL CLAIMS) - All claims for short deliveries MUST be made to our office within 7 DAYS FROM RECEIPT OF GOODS. NO CLAIMS for short delivery can be recognised after this time.

(B) PRICING & DISCOUNTS: (INVOICE NUMBER AND DATE MUST BE QUOTED ON ALL CLAIMS) To assist us in reconciling and maintaining your account, any query you may have on your invoice re pricing, discount, should be forwarded to our office as quickly as possible after receipt of your invoice.

If we agree to accept goods back, we will advise the mode of transport acceptable to us. Freight will not be paid on goods returned by means other than those nominated by CROMPTON.

- (i) Valid claims for incorrect goods sent will be credited in full provided we are notified within 7 DAYS of receipt of goods. Claims over 7 DAYS cannot be recognised.
- (ii) Return of goods after 7 DAYS will be CROMPTON'S discretion and subject to a 20% restocking fee. Goods returned must be in original packing, unsoiled, undamaged and still current catalogue items.
- (iii) Goods returned in an unsaleable condition - (i.e other than as above) cannot be accepted back for credit and will be returned "freight-on" to the sender.
- (iv) Faulty goods MUST first be inspected by our Representative, who will then arrange for their return if acceptable.
- (v) Goods imported especially for customer, or non-standard goods made to special order, cannot be returned and/or credited under any circumstances.
- (vi) Except for goods which are determined by CROMPTON in writing to be defective or to have been shipped in error and are returnable to the extent specifically provided in these Trading Terms & Conditions, all sales are final and goods are not returnable.

7. GOODS NOT SUPPLIED ON ORDERS (Back orders/Cancellations. etc)

- (A) Back orders will be despatched by CROMPTON as soon as possible and the Purchaser will accept delivery when received unless CROMPTON is advised when the order is placed that the order is subject to delivery within a certain period.
- (B) Back orders will be held at our discretion unless advised otherwise and if below the minimum delivery value [see 3(A)], they will be forwarded with the next order placed.

8. WARRANTIES

(A) The only conditions and warranties which are binding on CROMPTON in respect of the state, quality or condition of the goods supplied by it to the Purchaser are those implied and required to be binding by statute and cannot be excluded (including the Australian Consumer Law, 2011) and to the extent

permitted thereby the liability, if any, of CROMPTON arising from the breach of such conditions or warranties shall, at CROMPTON'S option, be limited to and completely discharged by either the replacement or repair by CROMPTON of the goods supplied to the Purchaser and otherwise all conditions and warranties whether express or implied by law in respect of the state, quality or condition of the said goods which may apart from this clause be binding on CROMPTON are hereby expressly excluded and negated.

- (B) Except to the extent provided in 7(A) CROMPTON shall have no liability (including liability in negligence) to any person for any loss or damage consequential or otherwise howsoever suffered or incurred by any such person in relation to the goods and without limiting the generally thereof in particular any loss or damage consequential or otherwise howsoever suffered or incurred by any such person caused by or resulting directly or indirectly from any failure, breakdown, defect or deficiency or whatsoever nature or kind of or in the goods.
- (C) Upon receipt of goods returned for repair or replacement, CROMPTON will determine whether those goods qualify for repair or replacement and if they do not, CROMPTON will notify the Purchaser of the estimated costs of repair or replacement involved and will obtain the Purchaser's authorisation prior to proceeding. CROMPTON shall have no liability to pay any costs of repair performed by anyone other than CROMPTON, unless in each instance CROMPTON has given prior written approval of such repair in which case CROMPTON will pay the amount that CROMPTON considers to be the reasonable cost hereof.

9. PRICE CHANGES

- (A) All prices detailed in Crompton's Net Price List are current at the time of printing and subject to change without notice.
- (B) Prices shown on any "Crompton specials" will be applied during effective dates and will supersede prices shown in the Net Price List for the promotion period only.
- (C) The unit price contained in any quotation shall be based on quantities of goods referred to in the quotation. Should there be any variation in the total quantity of goods ordered from that quoted then CROMPTON reserves the right to amend the unit price quoted.

10. NET PRICING

All prices in Crompton's published Net Price List are a net wholesale price excluding GST and are not subject to any further discount unless specifically agreed to. All orders shipped at prices in effect at the time of shipment and all previous net pricing will be regarded as automatically cancelled.

11. CARTON QUANTITY / MINIMUM ORDER QUANTITY

Unless varied by mutually agreed trading terms, the carton quantity as indicated in the CROMPTON Price List is the minimum order quantity (M.O.Q) per item. If less than this minimum order quantity is required then a 15% surcharge will be applied to each item less than M.O.Q.

12. PATENTS

To the best of CROMPTON'S information and belief, its goods do not infringe any third parties' Australian patent rights. CROMPTON, however, shall have no liability whatsoever to the Purchaser or its customers where any claim or proceedings are brought against the Purchaser or its customers based upon any allegation that CROMPTON'S goods, or any part thereof, infringe such rights.

13. LEGAL CONSTRUCTION

These Trading terms & Conditions shall be governed and interpreted according to the laws of New South Wales.

14. NON-WAIVER

No waiver or modification of any of the Trading terms & Conditions shall be effective unless such waiver or modification is in writing and signed by an authorised representative of CROMPTON. Should you have any query please discuss with our representative or contact any of our phone sales departments.

15. GST-GOODS AND SERVICES TAX

All prices quoted are exclusive of GST. All goods subject to GST will be invoiced at price plus GST and detailed on a tax invoice.