

Standard Terms and Conditions of Sale

Definitions

"(The) Company"	The aforementioned company on the reverse of this document
"(The) Purchaser"	The person or firm or company purchasing Goods from COMPANYY.
"(The) Goods"	The Goods means the products and/or services the subject of a contract of sale to which these Terms and Conditions Apply.
"(The) Conditions"	The Terms and Conditions of COMPANYY herein contained relating to the supply of the Goods.
"Sales Tax"	Any governmental, quasi governmental, federal or state taxes, duties, levies or like charges which arise in relation to the sale or supply of the Goods.

Orders

All orders are deemed to have been made by the Purchaser and accepted by COMPANYY upon and subject to these conditions as augmented by any express terms and conditions which accompany the goods or are contained in any distribution agreement between COMPANYY and the Purchaser.

Risk

All Goods sold by COMPANYY are sold on an ex warehouse basis and shall be at the Purchaser's risk from this point. i.e. the Purchaser shall be responsible for transport and insurance. At the Purchaser's request, COMPANYY will pack and ship the Goods with a charge for transport and insurance. The Purchaser shall indemnify COMPANYY against any claim or charge or consequential loss in respect of transport and insurance.

Payment

The Purchaser shall make payment in full without any deductions or withholding whatsoever on any account within the period shown on the face of COMPANYY's invoice or at some later date following invoicing which must be clearly evidenced in writing as having been agreed between COMPANYY and the Purchaser prior to shipment.

If payment is not received in full when due, the Purchaser shall pay interest on the unpaid amount at a rate per annum which is 2.5% (two and a half per cent) above the National Australia Bank Limited's benchmark rate from time to time.

If specific arrangements have been made in writing for payment to be made by instalments, the failure of the Purchaser to pay an instalment in due time shall entitle COMPANYY to treat such failure as a repudiation of the agreement to pay by instalments and the whole of the balance then owing by the Purchaser shall immediately become due and payable and COMPANYY may recover damages for breach of contract.

COMPANYY reserves the right to defer without penalty delivery of Goods which have been ordered by the Purchaser so long as any amount on any account whatsoever remains overdue for payment or any credit limit is exceeded.

No claim by the Purchaser in respect to the Goods comprised in one delivery of Goods shall entitle the Purchaser to withhold payment of the whole or any part of the price payable in respect of any other delivery of Goods.

All sums unpaid by the Purchaser shall become immediately due and payable and the Purchaser's license to deal under the appropriate section of "Title" shall forthwith terminate in the event that the Purchaser fails to observe any of the terms of the contract or compounds with its creditors or becomes bankrupt or has a receiver appointed or all or any part of its assets or business or suffers the presentation of a winding up petition, or passes a resolution for its winding up (save for the purpose of amalgamation or reconstruction) or suffers any distress or execution to be levied or threatened on any assets or fails to satisfy any judgement against it within 14 (fourteen) days or in the opinion of COMPANYY is unable to pay its debts.

Title

Notwithstanding anything herein contained, both legal and equitable title in the goods will remain with COMPANYY until COMPANYY has received payment for the total invoice value in addition to any interest charges. If specifically agreed in writing, where payment is to be made by instalments the property in respect of the Goods supplied under the contract shall not pass to the Purchaser until such time as all instalment payments have been made. Until payment in full has been made, the purchaser shall hold the Goods in a fiduciary capacity for COMPANYY, separate from any other assets and clearly marked as COMPANYY's property and COMPANYY shall be entitled to require the Purchaser to deliver the Goods or any of it on demand. If the Purchaser fails to comply with its obligations hereunder and/or fails to deliver the Goods to COMPANYY in accordance with the provisions of this clause, COMPANYY shall have the right by its employees, servants or agents, to enter without notice upon the purchaser's premises or any premises occupied by the purchaser, or any other place where the Goods may be to collect the Goods and remove the property of COMPANYY, and inter alia, shall have the right to dismantle any machinery, product, item or Goods into which the Goods or any of it has been incorporated and the Purchaser shall be responsible for all COMPANYY's costs and expenses in connection with so doing, and such entry shall not give rise to any action of trespass or similar action on the part of the purchaser or any other person or party against COMPANYY, its employees, servants or agents.

The Purchaser may sell the goods by way of bona fide sale in the ordinary course of business on its standard terms and conditions but may not otherwise deal with, sell part with possession of, change the character of, convert or otherwise dispose of or handle any of the Goods sold here-after until title therein has passed to the Purchaser in accordance with the detail above. Where any of the Goods are sold to a third party before title to them has been passed to the Purchaser, that sale will constitute a sale by the Purchaser of COMPANYY's property and accordingly the Purchaser will hold the proceeds of that sale in a separate bank account on trust for COMPANYY.

Prices

Prices in COMPANYY's price list are subject to change without notice. Purchaser shall confirm prices with COMPANYY.

Freight

The Purchaser shall specifically indemnify COMPANYY against all charges and any consequential costs which may be levied by the carrier, regardless of the method and/or type of transport by which the Goods are despatched.

Claims

No claim in reference to items on this invoice will be recognised unless such claims is made in writing within 10 (ten) days of delivery.

Consequential Loss

COMPANYY hereby expressly excludes to the extent permitted by Law any liability (arising in contract or in tort or however otherwise arising from) for;

- (I) Consequential loss or damage caused by or arising out of the use of the Goods or occurring in respect of the Goods.
- (II) Loss or damage due to fair wear and tear and negligence or improper use, operation, storage or handling or (without prejudice to the generality of foregoing) the use or operation of the Goods other than strictly in accordance with COMPANYY's written instructions as supplied with the Goods;
- (III) Loss, injury or damage (including consequential loss) arising from fire, accident, industrial dispute, civil disturbance or any other act of accidental default interfering with the manufacture, despatch or delivery of the Goods and beyond the control of COMPANYY.

No Waiver

COMPANYY's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights and remedies for any subsequent default by the Purchaser in performance or compliance with any of the terms of these Conditions.

Assignment

Unless otherwise agreed in writing the Purchaser will not assign either the benefit or the burden of any contract with COMPANYY.

Severability

The invalidity of any individual provision of these Conditions shall not affect the validity of the remaining provisions.

Relationship of The Parties

Both COMPANYY and the Purchaser are independent contractors under these Conditions and the parties acknowledge that neither of them is an agent or partner of the other for any purpose and that each of them is entirely without authority to act on behalf of the other in any manner. COMPANYY shall not be responsible to third parties for any claim arising out of the activities of the Purchaser and the Purchaser shall hold COMPANYY harmless against any claim arising in connection herewith and shall indemnify and keep indemnified COMPANYY for any amount which COMPANYY may be required to pay as a result of any claim.

Consumer Rights

The Trade Practices Act and other statutes may imply warranties or conditions or impose obligations upon COMPANYY which cannot, or can only a limited extent, be excluded restricted or modified. Such of these Conditions that exclude or limit COMPANYY's liability shall apply only to the extent permitted by law and these Conditions shall be limited to COMPANYY option to:

- (I) The replacement of Goods or the supply of equivalent goods;
- (II) The payment of the cost of replacing the Goods or of acquiring of similar goods;
- (III) The repair of Goods;
- (IV) The payment of the cost of having Goods repaired; or
- (V) The refund of the original cost of the Goods.

Excepting under the heading 'Warranty' below, all other terms, warranties and conditions are here by excluded.

Evaluation

Where Goods are supplied by COMPANYY to the Purchaser for the purposes of evaluation, the provisions of this clause shall apply. In such cases COMPANYY is happy to provide the Purchaser with a credit or refund. However the Purchaser must abide by the following:

The Goods may be evaluated for a period of 10 (ten) days from date of invoice and returned for a full credit or refund provided the Goods are returned in original, unmarked condition. COMPANYY cannot issue a credit or refund if the Goods are damaged in any way, e.g. the Goods are physically or electrically damaged, manuals are marked or missing or packaging is defaced with the shipping marks, label stickers, etc. The Purchaser should place the Goods in another carton for shipping. If packaging is damaged or defaced COMPANYY at its option may refuse to provide a credit or alternatively charge a repacking fee of 20% of the original price for Goods. Freight both ways on Goods taken on 10 days approval is to be paid by the Purchaser.

Returns

No goods will be accepted for return for credit after 10 days from invoice date unless agreed to by COMPANYY in writing. These goods would then be subject to a re-stocking fee of 20% of invoice value and subject to same conditions as 'Evaluation' clause above.

If purchaser wishes to return Goods:

Please phone COMPANYY for authorisation and issuing of an RMA Number, Quote the invoice no. that the Goods were purchased on, Explain reason for return.

Mark the RMA Number on the exterior wrapping. (not the Goods container)

Note:

- (I) RMA Numbers shall be valid for a period of 7 (seven) days only.
- (II) Goods will not be accepted if they do not have a valid RMA Number.

Any Goods found to be faulty after the 10 (ten) day period will be treated as described under "Consumer Rights" above.

Warranty

Warranty is as described with the Goods upon delivery. In the event of a warranty claim, return to COMPANYY's office is to be paid by the Purchaser. Freight back to the Purchaser's office will be paid by COMPANYY.

Software

All software is covered by the copyright laws of the Commonwealth of Australia and use is subject to thereof.

Governing Law

These Terms and Conditions of Sale shall in all respect be governed by and construed with the Laws of the state in which the COMPANYY resides, Commonwealth of Australia.
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