



TERMS AND CONDITIONS OF SALE AGREEMENT

The Customer set out in the Reference Schedule (Customer) has requested RELN Pty Ltd (ABN 68 003 197 108) (Reln) to supply goods and services (Goods) on the following terms and conditions:

General

The Goods sold by RELN to the Customer are sold on these terms and conditions. Nothing in these terms and conditions, however, shall be construed as affecting any rights the Customer may have under the **Competition and Consumer Act 2010** (Cth) and any relevant State or Territory Legislation which gives the Customer rights and remedies which cannot be modified or excluded.

Acceptance

The Customer acknowledges that it has been made aware of these terms and conditions, by either signing them or having them delivered in writing. These terms and conditions are deemed to be accepted on the earlier of the signing of these terms and conditions or when the Customer proceeds with an order with RELN.

Orders

RELN will only supply Goods upon receipt of an official written purchase order from the Customer. Orders may only be cancelled with RELN's written consent, on terms, which will reimburse RELN for any costs or loss (including but not limited to loss of profit) incurred. RELN may approve or reject a purchase order at its discretion.

Custom Moulding

Where the Customer has engaged RELN to manufacture Goods as a Custom Moulder, RELN will manufacture to the minimum order quantities quoted, and RELN reserves the right to vary the quantity manufactured from the Customer's original order quantity by up to plus or minus 10%. RELN will not take action to order Goods from suppliers on any account prior to receipt of the Customer's written purchase order. RELN will advise a lead time for the order, but will not be liable for any lead-time for supply of any local or imported raw materials.

Where the Customer engages RELN to supply plastic injection moulded Goods on a Custom Moulding basis, the Customer will supply RELN with all required tooling and will at its own expense insure and keep insured the tooling while in the care and custody of RELN. The Customer will supply RELN with tooling which is in a condition capable of producing the Customer's product specification for the Goods. Where required, RELN may arrange to have the tooling repaired at the Customer's expense to return the tooling to a condition capable of achieving the Customer's specification for the Goods. All jigs and fixtures, tool fittings, repairs and or modifications supplied by RELN, shall be charged directly to the Customer's account. The Customer agrees to pay Reln for all costs associated with tooling trials based upon an hourly rate as quoted for machine, labour, materials and technicians. The Customer agrees all tooling, jigs and fixtures shall remain in the care, custody and control of RELN until all outstanding payments owed by the Customer to RELN are paid in full and therefore RELN will hold a lien over those items until such time as it is paid in full by the Customer on all accounts.

Information and Drawings

All descriptive specifications, illustrations, drawings, dimensions, weights and data supplied by RELN or otherwise available in brochures, price lists or other written or electronic media are approximate only, intended to provide general information which is subject to alteration without notice. It is the Customer's sole responsibility to determine the products suitability for the Customer's intended application and RELN will not be liable to the Customer under any circumstance in that regard.

Price

The price charged shall be RELN's price as supplied in writing and charged to the Customer's account at the price current for the date of delivery. Unless otherwise stated or advised by RELN, RELN's price offers or quotes are valid from notification for a period of thirty (30) days. All prices are subject to variation, at RELN's discretion, whether by annual % increase by Sydney CPI, by material price variation directly incurred by RELN or other method as deemed suitable by RELN at its absolute discretion. RELN reserves the right to add a surcharge for orders placed that are of less than a minimum order value. RELN reserves the right to alter agreed Custom Moulding pricing subject to tooling trials. All prices offered are net and exclude GST or any other government imposts. Should such charges become applicable they will be charged to the Customer's account.

Payment

Unless otherwise specified in an invoice issued by RELN, payment for the Goods shall be made by the Customer to RELN no later than the 30th day of the month following the month in which the Goods were delivered. The Customer must pay all invoices in full and shall not withhold payment or make deductions from the full amount for any items such as but not limited to rebates, claims, part claims or transaction costs.

The Customer agrees to indemnify RELN against all costs and expenses incurred by RELN in recovering payment owing by the Customer to RELN. If all or any part of the payment due to RELN by the Customer, is not made by the due date, RELN shall be entitled to charge the Customer interest on the amount outstanding, which shall be calculated at the margin of 5% per annum, above the Westpac Business Overdraft rate then charged, from the due date to the actual date of payment. The Customer also acknowledges that RELN may list the Customer as a defaulter with a relevant credit reporting agency should the Customer fail to settle any outstanding amount.



Credit

RELN will determine the credit limit (if any) for the Customer. RELN reserves the right to vary the credit limit or terminate a credit arrangement without giving prior notice. The Customer will indemnify RELN for any damage or loss suffered from any variation or termination of the Customer's credit limit. If RELN does not receive payment in full by the due date, then RELN may without notice place the Customer on Stop Credit and suspend supply of Goods until payment including any applicable interest charge is received in full and the Customer cannot make any claim (of any nature) if RELN elects to do so.

Risk and title

The risk in the Goods will transfer to the Customer upon delivery to the Customer or upon delivery to the Customer's nominated carrier, whichever occurs earlier, or where Goods are stored as agreed on behalf of the Customer, at the time Goods are transferred to RELN's storage area.

Ownership of, and title to, the Goods will remain with RELN until such time the Customer has paid all amounts owing for the particular Goods to RELN and met all other obligations due to RELN pursuant to these terms and conditions.

Personal Property Security Interests

The Customer acknowledges and agrees that under this clause RELN has a Security Interest for the purposes of the *Personal Property Securities Act 2009* (Cth) (**PPS Act**) in the Goods and any proceeds until payment is received in full by RELN and which includes a purchase money security interest (**PMSI**) as defined by the PPS Act. The Customer acknowledges and agrees that this agreement constitutes a Security Agreement and that under this agreement the Customer grants Security Interests to RELN including without limitation, a retention of title in respect of the Goods and secondly, a charge over the Goods. A PMSI has attached to all Goods supplied now or in the future to the Customer and the Customer agrees that the attachment of the PMSI has in no way been deferred or postponed.

If the Goods are used by the Customer in any way, or sold by the Customer, the Customer must hold such part of the proceeds of any such sale as represents the invoice price of the Goods sold in a separate identifiable account as the beneficial property of RELN, until payment in full for the Goods is made to RELN.

The Customer acknowledges that RELN may perfect its Security Interests by lodging a financing statement on the Personal Property Securities Register established under the PPS Act and acknowledges that the Security Interest over the Goods (and the proceeds) is a PMSI under the PPS Act to the extent that it secures payment of the amounts owing in relation to the Goods. The Customer will do anything reasonably required by RELN to enable it to register the Security Interest, with the priority RELN requires, and to maintain the registration. The Customer also irrevocably and unconditionally grants RELN, its agents and servants, leave and license to enter any premises occupied by the Customer without liability for any trespass or any resulting damage and retake possession of the Goods. The Customer expressly agrees to contract out of the enforcement provisions referred to at sections 115(1)(a) to (r) (inclusive) of the PPS Act and waives its right to receive a copy of any financing statement or any financing change statement, verification statement and/or notice in relation to a registration event under the PPS Act in respect of the Security Interest created by these terms and conditions.

Delivery

RELN will advise its best estimate for delivery date and shall not be held liable for late or non delivery. RELN reserves the right to choose the method of transport and to make delivery by instalments if required.

Unless otherwise stated in writing, Goods are supplied free in store (FIS) to the metropolitan areas of either, Adelaide, Melbourne, Sydney, Newcastle, Wollongong, Brisbane, Gold Coast, Sunshine Coast, Canberra, Perth, Townsville, Darwin and Hobart. For delivery outside these areas, RELN will deliver to the Customer's nominated transport depot in the said metropolitan areas, with freight costs and insurance from that point on being the responsibility of the Customer, otherwise, the Customer authorises RELN to make arrangements on its behalf with the Customer's nominated carrier for delivery of Goods, to the Customer's nominated delivery address, at the Customer's expense and risk.

Unless otherwise stated in writing, the Goods will be packed in accordance with RELN's customary standard of packing. Any special packaging required by the Customer shall be specified by the Customer or if deemed necessary, specified by RELN, such specified packaging shall be charged for at the Customer's expense.

Force Majeure

RELN shall not be responsible for any failure to fulfil any term of these terms and conditions if fulfilment has been delayed, curtailed or prevented by any circumstances whatsoever which are outside of RELN's control, or due to failure of RELN's machinery or failure of a supplier of RELN.

Claims

Claims of non-receipt, quality or short shipment of Goods must be received by RELN in writing within seven (7) days from the date of delivery or date of notification of product being ready for shipment. RELN is not obliged to process a claim if received after this seven (7) day period. RELN will not accept any Goods returned for credit without prior written approval from RELN. Goods returned for credit (if accepted by RELN) must be in original condition, are returned at the Customer's cost and will be subject to a handling charge and minimum restocking fee of 15%.



Limitation of Liability

The Customer acknowledges that it has not relied on any representation or warranty made by or on behalf of RELN, except for those required or implied by legislation. RELN's liability for a breach of a condition or warranty is limited to, in the case of Goods, the replacement of the goods, the payment of the cost of the Goods, the repair or cost of repair the Goods or the supply or the cost of supply of equivalent Goods and in the case of services, supplying the service again or payment of the cost of having the service supplied again. Except to the extent the law provides that liability is not able to be excluded, RELN is not liable for physical, or financial injury, loss or damage or for consequential loss (including but not limited to liquidated damages, loss of business, loss of contract, loss of production, loss of profits or goodwill, loss of revenue, loss of opportunities or legal costs) or damage of any kind arising directly or indirectly in respect of the Goods, any services supplied by RELN or the failure of RELN to comply with these terms and conditions.

Intellectual Property Rights

The patent, registered design, trademark and copyright rights held by RELN and relating to Goods offered or supplied by RELN shall remain the absolute intellectual property of RELN and such intellectual property shall not be reproduced or disclosed without RELN's written consent. It is specifically agreed by the Customer that purchase of the Goods does not confer on the Customer any licence or rights to the intellectual property and the Customer shall not use any intellectual property of RELN to the advantage of the Customer nor to the detriment of RELN.

The Customer warrants that any design or instruction furnished to RELN shall not be such as will cause RELN to infringe any patent, registered design, trademark or copyright or involve the unauthorised disclosure of confidential information in the execution of the Customer's order and the Customer agrees to indemnify RELN against any infringement or threatened infringement or allegation of unauthorised use of patents, registered designs, trademarks, copyright or confidential information arising out of the manufacture or use of the Goods.

Conflict

Where any conflict exists between any other agreement between the Customer and RELN and this agreement, this agreement prevails.

Personal Guarantee by Director(s)

This clause applies where the "Customer" named in the Reference Schedule is a company. Each Director set out in the Reference Schedule (**Guarantor**) personally irrevocably and unconditionally guarantees to RELN the due and punctual payment of all monies by the Customer to RELN and the performance of all the obligations undertakings and provisions contained in or implied by these terms and condition on the Customer.

The Guarantor irrevocably and unconditionally indemnifies RELN against all costs, expenses, damages and losses suffered or incurred by RELN as a result of any failure by the Customer to pay in a due and punctual manner any monies in accordance with these terms and conditions or any breach of any of the covenants and conditions contained in or implied by these terms and conditions on the Customer and/or the Guarantor. Each Guarantor charges its rights, title and interest in any real property owned by him or her in favour of RELN to secure their obligations under these terms and conditions and which gives RELN a right to lodge a caveat over any such property.

If there is more than one (1) Guarantor, then these terms apply to each of them severally and jointly. The guarantee and indemnity in this clause continues to apply despite the Customer becoming insolvent or due to any other act or thing.

Variation

Any agreed variation between the Customer and RELN shall be in writing and signed by an authorised officer of the Customer and of RELN. RELN reserves the right to review and alter these Terms and Conditions Of Sales from time to time.

Assignment

The Customer must not assign, transfer or otherwise deal with its rights and obligations under these terms and conditions without the prior written consent of RELN. RELN may assign, transfer or otherwise deal with its rights and obligations under these terms and conditions by providing notice in writing to the Customer.

Governing Law

This agreement is made in New South Wales and the Customer agrees that supply of the Goods by RELN to the Customer and these terms and conditions will be governed by the laws of New South Wales, Australia.