

TRACER ALUMINIUM AUSTRALIA PTY. LTD.

ABN 72 002 794 194

'Wholesalers And Distributors'

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Conditions of Sale

General Notes:

Tracer Aluminium Aust. Pty Ltd (inc. in N.S.W) shall hereinafter be referred to as "The Company".

Prices:

Prices are subject to withdrawal, alteration or change without notice. All goods are sold subject to being invoiced at prices ruling at time of receipt of order. Possession of this price list is not to be construed as an offer to sell. As from the 1st of July 2000 a 10% GST will be applied to each and every invoice.

We may, at our discretion, impose an administration charge in connection with our product/services. Interest at the rate of 12% per annum on daily balances will be paid by you on overdue payments between the due date and the date of payment.

Delivery:

- (a) Delivery of goods is conditional upon availability and no responsibility can be accepted if the order remains unexecuted due to any cause.
- (b) Special conditions embodied in customers orders are not considered binding unless specifically accepted and confirmed in writing by The Company.
- (c) Goods shall be at customers risk immediately on signing for receipt in good condition.
- (d) Where goods are delivered to rail, dock or customer's carrier our responsibility for damage or shortage ceases when such delivery is affected.
- (e) The Company reserves the right to charge customers a delivery fee. Where this applies customers will be advised accordingly.

Retention of Title:

- (a) Legal title of goods shall remain with The Company until payment in full for the goods has been received by The Company.
- (b) Until payment in full for the goods is received by The Company the customer shall hold the goods and any goods manufactured from the goods as bailee for The Company provided however that the customer may sell any of the goods in the ordinary course of its business on condition that should The company so require the customer will assign to The company its rights in respect of the sale price therefore.
- (c) The customer warrants that all stock is held on a first in first out basis and any stock claimed under this retention of title clause will pertain to the most recent invoice issued for that stock.

Payment:

Payment terms shall be strictly nett 30 days from the end of the month in which delivery is made, unless specifically varied by both parties.

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Any discounts offered only applicable if the total amount outstanding is paid by the due date

We will pass on to you or you will reimburse us for all government and statutory charges payable to us under this agreement whether currently in force or coming into force during the term.

The purchase shall indemnify the company on demand for and costs incurred in collecting any monies payable in relation to supply of the goods/services to the purchaser (including without limitation any fees of any legal or solicitors cost on a full indemnity basis).

Quality:

Goods are sold as standard quality is the best commercial quality available and are deemed to be merchantable quality even though they may have minor imperfections due to manufacturing constraints

Claims:

- (a) Where goods are delivered by carriers appointed by The company claims for damage in transit or shortage must be notified to The Company in writing immediately on receipt of goods and to the carrier in accordance with their respective conditions of carriage.
- (b) Credit will not be issued for goods returned unless invoice numbers are quoted.
- (c) Credits will not be issued for goods made to order.
- (d) The return of goods whatsoever will not necessarily entitle a credit for same and where The Company believes appropriate it may require written details in considering whether a credit is to be issued. Except when incorrectly supplied, goods returned for credit at customer's request will be subject to a 10% handling charge and return freight will be at customers expense.
- (e) Claims of any type will not be valid or recognised unless within 30 days of receipt of goods.

GST:

Unless stated to the contrary, prices in our price book do not include GST. If applicable it will be charged to the customer's account.

Acceptance:

Acceptance of the goods by the customer is acceptance of the term contained herein and no other conditions or warranties are to be implied.

Warranty:

The Company's products are carefully inspected before dispatch from our factory and The Company expects the purchaser will make an inspection of the delivery.

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Any goods of faulty manufacture (except unavoidable manufacturing imperfections) will be credited or replaced providing written complaint is made within 30 days from invoice date.

In case of goods not manufactured by The Company, the actual manufacturer's condition of sale and guarantee shall apply and The Company cannot accept liability.

Buyers Statutory Rights:

these conditions of sale shall not exclude, limit, restrict or modify the rights, entitlement and remedies conferred upon the buyer or liabilities imposed upon the seller, by any condition or warranty implied by a commonwealth, State or Territory Act or ordinance, rendering void or prohibiting such exclusion, limitation, restriction or modification.

Jurisdiction:

These terms and conditions shall be governed by the laws of New South Wales and the purchaser agrees to submit to the jurisdiction of the courts of that state.

You authorise us to obtain personal credit information about you (including a customer credit report) from a credit reporting agency or a credit provider to the extent permitted by the privacy act 1988 for the assessing your application for commercial credit, assessing your defaults on your obligations under this agreement and collecting overdue payments relating to commercial credit owed by you. You acknowledge that your possession of a satisfactory credit rating is a fundamental condition of our agreement to continue permitting you the payment terms set out on the credit application form.

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APPLICATION FOR CREDIT FACILITIES

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DATE: _____

CORRECT LEGAL ENTITY: _____
(FULL NAME OF COMPANY/BUSINESS) BLOCK LETTERS

REGISTERED OFFICE: _____
(NOT P.O BOX) _____

ABN NUMBER: _____

ACN NUMBER: _____

BRN NUMBER: _____

MAILING ADDRESS: _____
_____ POST CODE _____

PHONE NO: _____ FAX NO: _____

MOBILE NO: _____

DIRECTOR/PARTNER (1): _____

PRIVATE ADDRESS: _____
_____ POST CODE _____

DIRECTOR/PARTNER (2): _____

PRIVATE ADDRESS: _____
_____ POST CODE _____

BANK: _____ BRANCH: _____

CREDIT/TRADE REFERENCES:

REFERENCE (1): _____

PHONE: _____ FAX: _____

*** MUST BE YOUR GLASS SUPPLIER**

REFERENCE (2): _____

PHONE: _____ FAX: _____

REFERENCE (3): _____

PHONE: _____ FAX: _____

AMOUNT OF CREDIT REQUIRED \$ _____

REFERENCES MUST SUPPORT THE AMOUNT OF CREDIT REQUIRED

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TERMS OF TRADE

All payments due 30 days from the last day of the month in which the goods were supplied or installed.

DISCOUNTS

As shown on order/quote forms only applicable to accounts paid by the due date.

The undersigned debtor and guarantor accept that credit is supplied on the terms and conditions specified in Tracer Aluminium Australia Pty Ltd price book as varied from time to time. We have read the terms and conditions in the said price book carefully and understand that it establishes a legal contract.

We also acknowledge that the guarantee that we give Tracer Aluminium Australia Pty Ltd stands as security not only for money owing under present credit arrangements, but also to any other monies owing to Tracer Aluminium Australia Pty Ltd now or in the future as a debtor guarantor. We have made our own judgement and decision to take up credit independently and without relying on advice from Tracer Aluminium Australia Pty Ltd.

Signed for and on behalf of(Name of Business)

By: designation.....
(print name)

Signature:.....(Director/Partner)
(sign here)

Signed by:..... in the presence of.....
(Guarantor)Please print (Witness)Please Print

.....
Signature of Guarantor Signature of Witness

Home Address:

.....
.....

Lic No..... Lic No.....

Date:.....

I hereby quote GST ABN Number:.....

OFFICE USE ONLY

Reference 1 _____

Reference 2 _____

Reference 3 _____

CREDIT LIMIT\$ _____ APPROVED _____ DATE _____