

ALETEK PTY LTD CUSTOMER TERMS AND CONDITIONS OF TRADE

GENERAL:

1. The words
 - a. "Vendor" means Aletek Pty Ltd. ABN: 86 130 957 701. ACN: 130 957 701.
 - b. "Customer" means the applicant for a credit account with the vendor in respect of the Product and/or the person to whom the Products are sold and/or the person in whose name an account is maintained by the Vendor for the purchase of the products.
 - c. "Products" means all products ordered by the Customer pursuant to this agreement.
2. The agreement between the Vendor and the Customer shall be constituted in its entirety by these terms and conditions together with the Vendor's quotation and any credit approval and/or guarantee (the "Agreement").
3. Where there is more than one customer the liability of each shall be joint and several.
4. This agreement shall take precedence over all other agreements, arrangements or understandings (whether written or oral) and in particular any conditions contained in the Customers order, which are inconsistent with, quality or are contrary to this agreement.
5. No variation, waiver or cancellation of this Agreement will be effective unless such variation, waiver or cancellation is expressly accepted and is in writing.
6. Any provision in this agreement which is invalid or unenforceable in any jurisdiction shall as to such jurisdiction be read down if possible, so as to be valid and enforceable or otherwise severed to the extent of the invalidity or unenforceability without invalidating the remaining provisions hereof or without affecting the validity or enforceability of such provision in any other jurisdiction.
7. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.
8. This Agreement shall be construed in accordance with and be governed by the laws of the jurisdiction of the Vendors place of business.

DELIVERY:

9. The Vendor shall use reasonable endeavours to complete delivery of the Products; however delivery dates or periods quoted are estimates only and subject to prompt receipt by the Vendor of all information from the Customer necessary to permit the Vendor to proceed with the supply and/or delivery and/or installation of the Products.
10. The Vendor accepts no liability whatsoever for any loss or damage suffered by the Customer as a consequence of any delay or failure to deliver any of the Products irrespective of the cause.

PURCHASE PRICE:

11. The purchase price unless otherwise stated does not include any delivery charges, packaging, freight, insurance or any statutory, sales excise, goods and services or other taxes, duties or impost, all of which may be added to the purchase price or will otherwise be paid by the Customer to the Vendor as the Vendor may elect.

PAYMENT TERMS:

12. a. Terms of payment shall be in accordance with the Customers credit approval as amended in writing from time to time or otherwise shall be thirty (30) days from end of month after invoice date. The Vendor may at its discretion charge interest on any moneys which are overdue at the rate of four per cent (4%) per annum.
- b. To avoid doubt any delay in time or other forbearance by the Vendor in exercising its rights under this clause or these Terms generally to seek payment or impose interest does not act as a waiver or acquiescence of the Vendor's rights to strictly enforce these Terms and Conditions of Trade.

PASSING OF RISK AND TITLE:

13. Risk in the products shall pass to the Customer upon the earlier of delivery of the Products to the Customer or to a carrier for delivery to the Customer.
14. a. In relation to the Products ownership will not pass until such time as the Vendor has received payment in full for the Products; and
 - c. The Vendor may without notice or demand where the Customer is in breach of these terms and conditions of trade enter upon the Customer's premises and retake possession and remove the Products supplied to the Customer (wheresoever situated); and
 - d. The Customer grants a security interest pursuant to the Personal Property Security Act 2009 (C'th) ("PPSA") to the Vendor in any Product supplied by the Vendor to the Customer and by accession (as defined by the PPSA) to either the Product as attached/affixed to the property of a third party or the proceeds (cash or book debt) where the Product has been sold or dealt with by the Customer; and
 - e. The Vendor may register on the Personal Property Security Register ("PPSR Register") a security interest or purchase money security interest ("PMSI") in the Product; and
 - f. The Customer agrees and undertakes:
 - i. to provide all necessary information to allow registration and perfection of the Vendor's security on the PPSR register;
 - ii. not to register a financing statement or financing clause statement (as defined) in respect of the Product without the Vendor's prior written consent; and
 - iii. will give the Vendor no less than fourteen(14) day's prior written notice of any change in the Customer's details (including trading name, address, ACN or ABN or telephone/facsimile number);

- g. The Customer waives its rights under S157 of the PPSA to receive notice of any verification of any registration pursuant to the PPSA and further agrees pursuant to S115(1) of the PPSA to contract out of the terms and conditions sections 95, 118, 121(4), 125, 129(2) and (3), 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA.

PRIVACY:

15. The Vendor is committed to protecting the privacy of its Customer in relation to information collected from the Customer in compliance with the Privacy Act 1988 (C'th) and the Australian Privacy Principles (APP's). The Vendor agrees to use information collected in accordance with the APP's and will not disclose such information to a third party without such third party agreeing to be bound by the Act and the APP's..

CANCELLATION:

16. The Customer shall have no right of cancellation of any order.

DEFECTIVE GOODS:

17. Unless the Customer give written notice within 48 hours of receipt of the Product then the delivery of the Products shall be deemed to be in complete compliance with and in satisfaction of the order and the Customer waives any claim whatsoever against the Vendor in respect of the Products.
18. Where the Customer gives such notice pursuant to the preceding paragraphs, the Vendor shall have the right to examine any of the Products.
19. The Vendor shall not be obliged to accept the return by the Customer of any of the Product.
20. The Vendor shall not be under obligation to compensate the Customer for labour or other such expenses incurred by the Customer in removing or replacing defective Products.

LIMITATIONS ON LIABILITY:

21. The Customer accepts responsibility for determining whether the Products are suitable for fulfilling the Customers particular requirements.
22. The use, non use, or misuse of any Product in any given situation is beyond the control of Aletek Pty Ltd. Aletek Pty Ltd cannot accept any responsibility for incidents, injuries or damages arising from the customer's application of Product to their given situation.
23. Aletek Pty Ltd does not train or advise on specific use of any Product in any given situation and will not accept liability arising from suggestions, guidelines or instructions, whether verbal or written, which may accompany the Product. It is the responsibility of the person using any Product to be competent and have obtained all necessary training and qualifications before engaging in the use of any Product.
24. The Vendors liability to the Customer arising in connection with the supply or use of the Products, including defective Products, whether under common law, equity or statute and whether direct or indirect is limited (to the extent permitted by law and not otherwise expressly provided for herein) to the cost of replacement of the Products or supply of equivalent Products and without the limitations excludes liability for any incidental, consequential or indirect damages.
25. Any remedy shall only be available to the Customer if the Products have been stored, maintained, installed or operated by the Customer without damage or misuse and strictly in the manner prescribed by the Vendor and in accordance with all applicable regulations and have not been repaired or altered without the express approval of the Vendor.
26. Where the Product includes other manufacture's Products, any warranty which may be given by the Vendor only applies to the extent the Vendor receives the benefit of that other manufacturers warranty.
27. To the extent permitted by law and except as provide herein, all implied conditions, warranties and representations are hereby expressly negated and excluded.
28. The Vendor shall not be liable for failure to perform or complete any of its obligations hereunder due to causes beyond all reasonable control of the Vendor.
29. In the event of any default by the Customer in respect of payment, the Vendor is hereby authorised in the name of the Customer and in this respect and for all related purposes the Customer irrevocably appoints the Vendor its attorney and in the name and as the act of the Customer:
 - a. Where the Products have not been resold, to enter upon any premises and take back in its possession any Products, or
 - b. Where the Products have been resold, to be subrogated to the Customers rights in respect of the Products sold by any third party and take back into its possession any Products.
30. The Customer hereby indemnifies and saves harmless the Vendor in respect of any action taken by its creditors pursuant to the preceding paragraph.

CREDIT APPLICATION:

31. It shall be a condition of this Agreement that the Customer shall have complied with the Vendor's requirements as to security for payment specified by the Vendor in the Customers credit approval or as stated by the Vendor prior to acceptance of an order or as required by the Vendor at any time after acceptance should the Vendor consider such requirements is reasonable.

GENERAL LIEN:

32. In addition to any rights to lien to which the Vendor may be entitled, the Vendor shall be entitled to a general lien on any Products in the Customers possession (notwithstanding those Products may have been partly or wholly paid for) for the unpaid price of those or any other Products.