

TERMS AND CONDITIONS OF QUOTATION

STOLAR JOINERY (AUST) PTY LTD, (herein called "the Company") will sell and deliver to the other party (herein called "the Customer") the goods referred to in the quotation ("the Goods") on the following Terms and Conditions.

1. Payment in full is to be made by the Customer within 30 days of the date of the Company's invoice, unless other arrangements in writing are made. The Company shall charge interest on overdue accounts at the rate prescribed from time to time under the Penalty Interest Rates Act.
2. If this quotation is not accepted within 30 days it shall be deemed to have lapsed, unless otherwise agreed by the Company.
3. (a) All prices are exclusive of Sales Tax and other taxes fees, etc. which may be required by Councils, Government bodies or other authorities whether required by statute or not. These charges, if applicable, are to be borne by the Customer.
(b) Any Goods and Services Tax (G.S.T.) liability resulting from deliveries made - and/or goods and services supplied - after 30 June 2000, shall be borne by the Customer.
4. (a) At all times the performance by the Company is conditional upon the availability of materials and the Company shall not be liable for any losses, expenses and costs arising from or consequent upon any delay or failure to perform any obligation herein due to the non-availability of materials.
(b) The Company shall not be liable for any damage, loss and expense of any nature whatever caused by force majeure including without limiting the generality of the foregoing strikes, lock outs, cessation or restriction of work by workmen or combination of workmen, wars, civil commotion, fire, explosion, lightning, and/or weather sufficiently inclement to prevent the Company proceeding with the work, delays by the government, local or other authorities in giving necessary approvals and any other delays or causes outside the control of the Company.
(c) The quotation is based upon work being carried on during normal working hours.
(d) Unless otherwise expressly agreed in writing no responsibility or liability in tort or contract or otherwise will be accepted by the Company for any loss of or damage to or misdelivery or failure to deliver or delay in the delivery of the Goods either in transit or in storage for any reason whatsoever Provided always that the foregoing does not apply in respect of any rights arising out of any Federal or State Legislation in favour of the Customer relating to the Goods which cannot by law be excluded.
(e) In the event that the Company be late in making delivery or in completing the Contract for any cause whatsoever it shall not be deemed that the Contract shall be broken nor shall the Customer have any right to refuse delivery on this account nor shall the terms or payment be varied.
(f) The Customer indemnifies the Company against all claims or losses to the Company or to any independent contractor employed by the Company as a result of the use of any facilities provided by the customer to the Company or its said contractor in connection with the performance by the Company or its contractor of its obligations. In the event of failure by the Customer to provide the facilities to enable the Company to install Goods sold and should the Company in its absolute discretion arrange for the provision of these facilities, the Customer shall be liable to reimburse the Company for any costs, expenses and charges thereby incurred.
5. If the terms of this quotation require partial delivery of part of the Goods then the Company shall invoice the Customer upon delivery of each part of the order and the Terms and Conditions of this quotation shall apply to each invoice.
6. If the Customer cancels this order (after acceptance) either wholly or in part the Company may claim for part or full payment (as the case may be) for all Goods manufactured, either partly or wholly and any other loss suffered.
7. If the Customer accepts the quotation these terms shall be the terms and conditions of his/her contract with the Company. If the Customer accepts the quotation he/she shall sign on the reverse side hereof and return this form to the Company provided always that a failure to do so will not affect the binding nature of these terms and conditions on the parties.
8. This quotation provides for material specified, directed and/or measured in the Quotation Document. As these specifications may not necessarily comply with Australian Standard 1288, any amendment required to conform to the Standard, Uniform Building Regulations or directions given by appropriate authorities may necessitate a revised quotation and the Company will not be liable for any additional costs or losses to the customer or the Company in relation thereto.
9. The Company reserves the right to correct any obvious errors in quotations, estimates, etc., whether technical typographic or otherwise.
10. Alterations and/or variations to the order of Goods will only be made by the Company if requested in writing by the Customer and all increases in costs and variations in price as a result of alterations by the Customer are to be paid by the Customer on the Company's usual terms of sale.
11. Once the Goods have left the Company's premises the Company shall not be liable for any claim, loss or expense arising out of any damage to the Goods unless the damage results from or is caused by faulty workmanship or materials, used by the Company and the Company's liability shall be limited to the extent specified in these terms and conditions.
12. No claims will be considered by the Company unless the claim is made in writing and within (7) days of delivery.
13. (a) In the event of the Customer specifying the glass or materials to be used the Company shall not be liable for any guarantees in respect thereof and nor does the Company make any express or implied warranties or representations as to the fitness of the materials or glass so specified for the purpose for which they are to be used.
(b) Pursuant to Section 68A of the Trade Practices Act (the Act) where the Goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Company's liability for breach of a condition or warranty implied into this contract by the Act (other than a condition implied by Section 69) is limited to-
(i) the replacing or repairing of the Goods or the re-supplying of the services;
or
(ii) payment of the costs of replacing the Goods or re-supplying the services.
14. Notwithstanding these terms, the Company may as its option cancel or suspend all further work and/or supplied at any stage before completion of this or any other incomplete contract with the Customer in the event of-
(a) non-receipt by the Company of any money due from the Customer on the due date for payment;
(b) the Customer having levied or brought against him or having entered in any of the following:-
(i) any Warrant of Execution or Distress
(ii) any action under the Bankruptcy Act
(iii) any scheme of arrangement between such Customer and his creditors
(iv) receivership
(v) winding up proceedings
(vi) any other action or matter which in the Company's opinion raises the question of the ability of the Customer to meet his present or future financial obligations under completed or incomplete contracts with the Company.
15. All legal and beneficial rights of ownership, property and title to the Goods shall remain with the Company irrespective of the Customer taking possession of the Goods or passing the Goods to any third party, and no such rights of ownership, property or title to the Goods shall pass to the Customer or to any third party via the Customer, unless and until the Buyer has paid for the Goods by cleared funds.
16. In addition, where at the time of paying for the Goods the Customer is indebted to the Company in relation to other Goods ("the Other Goods"), all legal and beneficial rights of ownership, property and title to the Goods shall remain with the Company irrespective of the Customer taking possession of the Goods, and no such rights of ownership, property or title to Goods supplied by the Company shall pass to the Customer, unless and until the Customer has paid for the

Other Goods by cleared funds.

17. Risk in the Goods shall pass to the Customer at the time of delivery to the Customer or at the time of collection by the Customer from the Company's premises.
18. Should a third party acquire rights in the Goods referred to in paragraph 15 in good faith and in the ordinary course of business the Customer shall hold and sell the goods as trustee for the Company and the gross proceeds of such sale shall be held by the Customer as bare trustee for the Company. The proceeds of sale of any Goods shall be kept in a separate account and shall not be mixed with any other monies and, should the Customer be a corporation, the directors of that corporation hereby expressly and personally warrant to the Company that the proceeds of sale shall be so held. In the event that the buyer installs the Goods in a building structure or other project of its own or of some third party, then the buyer shall hold such part of the proceeds of same of such building structure or otherwise as relates to the Goods in trust for the seller. Such amount shall be equal in dollar terms to the amount owing by the buyer to the seller at the time of receipt of such proceeds.
19. At any time after giving twenty-four hours written notice to the Customer, the Company shall be entitled to enter upon the Customer's premises during normal working hours to inspect the Goods. The Goods shall be stored separately and in a manner to enable them to be identified and cross-referenced to particular invoices and, should the Customer be a corporation, the directors of that corporation hereby expressly and personally warrant to the Company that the Goods shall be so stored.
20. If payment for the Goods is not made by the Customer to the Company within seven days of the due date the Customer shall deliver the Goods to the Company on demand. In the event that the Customer does not comply with the demand within twenty-four hours of receipt, the Company shall be entitled without liability in trespass or otherwise to enter onto the Customer's premises at any time and to do all such things necessary in order to take possession of and remove the Goods from the premises and in the case of Goods that have been affixed to any building, to take action to detach and remove those Goods in a manner that minimises any damage or disruption and in such case the Company will not be liable for any such minimal damage or disruption. In the event that the Customer cannot prove that specific Goods relate to invoices for which the Company has already been paid, the Company shall be entitled to assume that all Goods in the premises supplied by the Company relate to invoices that are unpaid by the Customer.
21. All questions and disputes which arise between the parties during or after the completion of the contract as to any matter of whatever nature arising thereunder or in connection therewith shall be referred to the Housing Industry Association on seven (7) days written notice by either party to the other. An arbitrator is to be agreed upon by the parties, failing which the President for the time being of the Housing Industry Association of Victoria or his nominee shall be appointed. Provided that nothing in the above shall derogate from the right of the Company to take action to recover any monies owing by the Customer in any court of competent jurisdiction.
22. The laws of Victoria shall be the proper law of and govern the Contract.
23. No terms stated by the Customer in making any communication or accepting or acknowledging this quotation which differ from the terms and conditions stated herein shall be binding upon the Company or shall be deemed to form part of the agreement between the parties. All variations to this quotation are required to be in writing and made with the Company's prior written consent. No waiver of any of the terms and conditions of tender shall constitute a waiver of any other term or condition of tender.