

FLINT GROUP AUSTRALIA PTY LTD TERMS AND CONDITIONS

ACN 006 659 178 ABN 79 006 659 178

1 General

The whole of the Agreement between Flint Group Australia Pty Ltd ACN 006 659 178 ("Flint Group") and the Applicant referred to in the Credit Application ("Customer") are those set out in these Terms and Conditions as amended from time to time and those, if any, which are implied and which cannot be excluded by law ("Terms"). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) which are contrary to or inconsistent with these Terms shall not apply nor shall they constitute a counter-offer. By receiving delivery and/or supply of all or a portion of the materials and/or parts and/or labour and/or services supplied by Flint Group under these Terms ("Goods"), the Customer shall be deemed to have accepted these Terms and to have agreed that they shall apply to the exclusion of all others. All goods are charged at the price ruling at the date of invoice and any Goods and Services Tax within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 ("GST") or other government imposts shall be payable by the Customer.

2 Credit Terms

2.1 Payment is due on or prior to thirty (30) days from the date of statement rendered in respect of the supply of the Goods unless otherwise stated in writing by Flint Group. If payment is not received by the due date, Flint Group may charge liquidated damages at a rate equivalent to two percent (2%) in excess of the rate of interest for the time being fixed under Section 2. of the Penalty Interest Rates Act 1983.

2.2 The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a solicitor/own client basis) incurred by Flint Group for enforcement of obligations and recovery of monies due from the Customer to Flint Group.

3 Delivery and Supply

3.1 Any times quoted for delivery and/or supply are estimates only and Flint ink shall not be liable for failure to deliver/supply or for delay in delivery/supply. The Customer shall not be relieved or any obligation to accept or pay for goods by reason of any delay in delivery/supply or dispatch. Flint Group reserves the right to stop supply at any time if the Customer fails to comply with the Terms.

3.2 The risk of damage, loss or deterioration of any Goods will pass to the Customer upon the earlier of dispatch or expiry of seven (7) days from the date of notification by Flint Group to the Customer that the Goods are available for collection.

4 Property

4.1 Until full payment has been made for all Goods, and any other sums in any way outstanding from the Customer to Flint Group from time to time:-

4.1.1 All sums outstanding become immediately due and payable by the Customer to Flint Group if the Customer makes default in paying any other sums due to Flint Group, becomes bankrupt, or commits any act of bankruptcy, compounds with its creditors, has judgment entered against it in any court or, being a company, has a provisional liquidator, liquidator, receiver, receiver manager or administrator appointed, notwithstanding the provisions of any other clause in these Terms.

4.1.2 The property in the Goods shall not pass to the Customer and the Customer shall hold the Goods as Bailee for Flint Group (returning the same to Flint Group on request); The Goods shall nevertheless be at the risk of the Customer from the time referred to in Clause 3.2.

4.1.3 The Customer is only authorised to sell the Goods (or any portion of them) to third parties as the fiduciary agent of Flint Group provided that there shall be no right to bind Flint Group to any liability to such third party by contract or otherwise. All payments (direct or indirect) received from such third parties by the Customer for the Goods (or any portion of them) shall be held on trust for Flint Group pursuant to the fiduciary relationship.

4.1.4 In the event that the Customer incorporates or transforms the Goods (or any portion of them) into any other goods or products produced by the Customer (or a third party), then the Customer must hold a proportion of any payment ("relevant proportion") received by the Customer for such goods or products on trust for Flint Group. The Customer expressly acknowledges that the relevant proportion shall be equal to the dollar value the portion of the Goods incorporated or transformed and the Customer further acknowledges that any part payment (not exceeding the relevant proportion) received by the Customer for such goods or products is received as payment first for the relevant proportion.

4.1.5 Flint Group is irrevocably authorised to enter any premises where the Goods are kept, and to use the name of the Customer and to act on its behalf, if necessary, to recover possession of the Goods.

5 Returns, Cancellations and Claims

5.1 The Customer shall not return any Goods to Flint Group without obtaining prior authorisation from Flint Group. Unauthorised returns will not be accepted. No returns will be accepted unless a copy of the relevant invoice is enclosed with the returned Goods. A list of

the Goods returned including product descriptions, quantity, date of return and the Customer's name and address must also be enclosed. Freight charges must be paid by the Customer and returned through Flint Group's approved carrier. All Goods must be returned in the original packaging and the Customer shall be responsible for all damage incurred during return shipment. A credit note will be issued by Flint Group only after Goods returned are either collected by Flint Group's authorised representative or agent or returned to it by the Customer as set out above. The Customer shall not deduct the amount of any anticipated credit from any payment due to Flint Group but must await receipt of a credit note.

5.2 No cancellations or partial cancellation of an order by the Customer shall be accepted by Flint Group unless it has first consented in writing to such cancellation or partial cancellation and unless a cancellation charge has been paid which, as determined by Flint Group, will indemnify Flint Group against all loss, without limitation. Cancellation will not be accepted on goods that are not regular stock which are in the process of manufacture or ready for shipment.

5.3 All complaints, claims, or notification of lost Goods, incomplete Goods, Goods damaged in transit or Goods that do not comply with the Customer's purchase order must be submitted by the Customer to Flint Group in writing within seven (7) business days of the date of the invoice rendered for the supply of Goods. Otherwise, the Customer shall be deemed to have accepted the Goods and shall not refuse to pay for the Goods on the basis that they were lost, incomplete, damaged in transit, or do not comply with the Customer's purchase order.

6 Privacy Act 1988 ("Privacy Act")

To enable Flint Group to assess the Customer's application for credit, the Customer authorises Flint Group:-

6.1 To obtain from a credit reporting agency a credit report containing personal information about the Customer and its guarantors pursuant to Section 18K(1)(b) of the Privacy Act; and

6.2 To obtain from a credit reporting agency and other information in relation to the Customer's commercial credit activities.

AND in accordance with Section 18N (1)(b) of the Privacy Act the Customer authorises Flint Group to give to and obtain from any credit provider named in the accompanying credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the Customer's credit arrangements. The Customer understands that the information can include any information about its credit worthiness, credit standing,

credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

The Customer understands the information can be used for the purposes of assessing its application for credit (Section 18L (4) Privacy Act), assisting it to avoid defaulting on its credit obligations, notifying other credit providers of a default by it and assessing its credit worthiness.

7 Notification

The Customer must notify Flint Group in writing within seven (7) days of:-

7.1 Any alteration of the name or ownership of the Customer.

7.2 The issue of any legal proceedings against the Customer.

7.3 The appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the Customer.

7.4 Any change in the ownership of the business name of the customer.

The Customer agrees that it shall be liable to Flint Ink for all Goods supplied to the new owner by Flint Group until notice of any such change is received.

8 Warranties

8.1 No warranties except those implied and which cannot be excluded by law are given by Flint Group in respect of goods or services supplied. Where it is lawful to do so, the liability of Flint ink for a breach of a condition or warranty is limited to the repair or replacement of the goods, the supply of equivalent goods, the payment of the cost of repairing or replacing the goods or acquiring equivalent goods, the supply of the services again or the payment of the cost of having the services supplied again as determined by Flint Group.

9 Legal Construction

9.1 These Terms shall be governed by and interpreted according to the laws of Victoria and Flint Group and the Customer consent and submit to the jurisdiction of the courts of Victoria.

9.2 Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect