1. Definitions
a) The headings used do not form part of this agreement but are for aid in interpretation only.
b) "NWSA" means the National Wholesale Supplies Australia Pty Ltd.
c) "Customer" means the applicant named in this application. Where more than one person is a party hereto, the word "Customer" shall be read as "Customers" and this agreement shall bind the Customers jointly and severally and their respective successors and assigns.
d) A "Guarantor" means any guarantor, accountant, and any other manager of the Supplier from time to time.

2. General
a) The Customer agrees to comply with and abide by the terms and conditions of this agreement.
b) The Customer is deemed to be entitled to an order comprising terms and conditions and these terms and conditions shall prevail over all conditions in the Customer's order or acceptance to the extent of any inconsistency, unless expressly agreed to by the Supplier in writing.

3. Payment / Account Terms
a) All goods and services supplied by the Supplier to the Customer shall be paid for in full by the Customer no later than 30 days from Invoice Date issued by the supplier. ("the Due Date").
b) The Supplier reserves the right to vary the terms of payment and to require payment in cash in full prior to delivery should the credit worthiness of the Customer at the time become unsatisfactory.

c) The Customers must pay all legal costs, stamp duties, other expenses, costs or disbursements (including but not limited to any disallowed cheque fees, debt collection agency fees and solicitors fees incurred by the Supplier in respect of this Application, or in respect of the enforcement of any Agreement, or any Guarantees, Securities or other documents required by the Supplier in connection with this Application.

d) If the Supplier shall not have paid for any goods or services rendered, without prejudice to any other right or remedy, all outstanding money shall bear interest on daily balances until paid at a rate of interest per annum equal to 10% in excess of the interest rate charged by National Australia Bank on overdraft accounts for sums up to $500,000 (Australian dollars) and such money shall not bear interest shall be recoverable forthwith from the Customer.

e) The supplier shall be entitled to add to any invoice, the cost of any stamp duty and sales, excise, value added, consumption or any other tax or imposts applicable to the sale transactions.

4. Delivery
a) The Supplier shall deliver to the delivery place nominated by the Customer. The Customer shall pay to the Supplier delivery charges in accordance with the Supplier's current rates.
b) The Customer authorizes the Supplier to deliver goods to the place nominated by the Customer ("the Place of Delivery") and to leave the goods at the Place of Delivery whether or not any person is present to accept delivery. The Supplier shall not be liable on any basis whatsoever for any loss or damage to the goods occurring after delivery to the Place of Delivery.

c) The goods must be able to be obtained by the Customer at the Place of Delivery within a reasonable time. The Customer undertaking to accept delivery of the goods whether or not nominated by the Customer.

5. Claims
a) To the extent that the Supplier may lawfully exclude its liability for damages for any breach of contract, the Supplier shall not be liable on any claim form damages for any such breach where:
(i) The claim is not made in writing and notified to the Supplier within fourteen (14) days of the date of delivery of the goods or within seven (7) days after the Customer learns of the facts giving rise to the claim, whichever first occurs; or
(ii) The claim is in respect of goods which, at the date of the claim or at any time prior to settlement of the claim, have been incorporated into any other goods or products;

b) To the extent that the Supplier may lawfully exclude its liability for damages resulting from the breach of any terms of this Agreement, the Supplier shall not be liable for any such damages if such terms are inconsistent with any terms of Federal legislation or law of a Territory, including the Trade Practices Act or the relevant Fair Trading legislation (other than implied undertakings relating to title) Supplier's liability for damages for breach of any such term or other limitation herein contained shall be limited, at the Supplier's discretion, to:
(i) The replacement of the goods or the supply of equivalent goods;
(ii) The repair of the goods, or
(iii) The payment of the cost of replacing the goods or of acquiring equivalent goods or of repairing the goods, and Supplier shall not be responsible for any special or consequential damage of whatsoever nature suffered by Customer.

6. Return of Stock Items
As excepted as provided herein:

a) Goodly and returnable as standard stock items by the Supplier may only be returned for credit to the Customer's account within fourteen (14) days of the date of delivery of the goods, and then ONLY IF, prior agreement is given by a duly authorised officer, the goods are unaltered, unused and in good and saleable condition.

b) The Supplier accepts that the Customer will be entitled to take amount of which are charged by the Supplier but not less than 10% of the price for those goods) to be charged for the replacement charges. The Customer's claim, if any, for the amount of credit followed. The original invoice number and Supplier's order number must accompany all goods returned to the Supplier.

c) The provisions of these Terms and Conditions of Sale are not to be limited and all other representations, warranties, conditions, and obligations (express or implied) excepting only those representations, conditions, warranties, and obligations imposed by statute and which Supplier may not lawfully exclude, negate or vary.

7. Property and Risk

a) Unless otherwise agreed by the supplier in writing the following shall apply:

(i) Legal and equitable title in the goods shall not pass to the Customer until the purchase price for the goods has been paid in full to the Supplier by the Customer but risk in the goods shall pass to the Customer immediately upon delivery

(ii) The Supplier shall be entitled to recover the goods immediately on default or at any time prior to settlement of the claim, have been incorporated into any other goods or products;

b) Until such time as the title passes in accordance with paragraph (a) above the Customer shall hold the goods as bailee for the Supplier on the terms set out below.

(i) The Customer shall hold the goods in the customary manner for a bailee who identifies those titles that goods as the property of the Supplier;

(ii) The Customer shall keep the goods in good and marketable condition and in the same condition as when received, in which state the goods shall be at the Customer's expense and risk, and shall not permit or authorise any person to remove or use the goods;

(iii) The Customer shall not dispose of or part with possession of the goods without the prior written consent of the Supplier;

(iv) Pending transfer of title, the Customer may use the goods as the agent of the Supplier and as authorised by the Supplier to manufacture new products. The products resulting from such manufacture will be the property of the Supplier;

f) The Customer is hereby authorised to sell, or agree to sell, the goods or any manufactured products as agent of the Supplier until such time as title passes to the Customer;

8. Sub-Contracting

The Supplier reserves the right to sub-contract the production, manufacture or supply of the whole or any part of the goods or any of the materials or services supplied.

9. Notices

Matters to be given by the Customer to the Supplier shall be delivered personally to the Accountant of the Supplier. Notice to be given to the Customer by the Supplier may be delivered personally, or sent to the Customer's last known address and, unless the contrary is proved, shall be taken as delivered on the second business day following posting. Invoices and statements shall be deemed received by the Customer on the second business day after posting by ordinary prepaid post.

10. Misuse of Account

The Customer will ensure that no unauthorized persons use the account. If the Customer's business is sold the Customer will immediately close the account to prevent misuse and will remain liable for all account until written notification of a change of ownership of the business has been received by the Supplier.

11. Acknowledgement and Authorisation by Customer

The Customer acknowledges that the information provided in the application is the basis for the evaluation by the Supplier of the financial standing and credit worthiness of each of that application is made (the personal body and any other body by which the Customer is operated) is true and correct, and to make such enquiries and receive such information from the bankers and business referees mentioned in this application and otherwise from anyone whom the Supplier may reasonably consider necessary.

b) Acknowledges that the Supplier has informed him, in accordance with the Privacy Act 1988 as amended, that certain items of personal information, including an opinion, may be collected by and held by the Supplier and that he has been informed of the privacy policies and practices of the Supplier and that he is satisfied with them.

c) In accordance with the Privacy Act 1988 as amended

(i) Authorises the Supplier to exercise my/your rights of access to credit information files and credit reports.

12. Trustee

In the case of a trust, the Customer acknowledges and agrees that the Trustee shall be liable on the account and that in addition the assets of the Trust shall be available to meet payment of account.