

## GENERAL TERMS AND CONDITIONS OF SALE

**QUATRO DESIGN PTY LTD** (Quatro) ABN 76 108 351 355 hereby agrees with the Customer that unless expressly amended in writing by Quatro these General Terms and Conditions (GT & C) comprise the sole terms and conditions of the contract between Quatro and the Customer notwithstanding anything that may be implied or expressed to the contrary on the Customer's inquiries or orders and shall supersede all other conditions and agreements, between the parties and shall without further notice apply to all future transactions between Quatro and the Customer whether or not these GT & C are delivered or executed in the course of such transactions

### A QUOTATIONS

A quotation by Quatro shall be an invitation to the Customer to trade with Quatro; it shall not constitute an offer. Quotations will remain valid for thirty (30) business days from the date of the quotation after which date they are subject to alteration or withdrawal without notice. Any modification to a quotation will be effective only if it is expressed in writing by Quatro.

### B DIMENSIONS, WEIGHTS AND MEASURES

Quatro shall be allowed a tolerance of up to plus or minus 2% in respect of all dimensions and 15% in weights. All dimensions weights and quantities mentioned in catalogues, price lists and quotations or assessed from the samples are acknowledged by the Customer to be estimates only.

### C PRICES

Subject to clause G (a) all prices are expressed in Australian currency and exclude the costs of delivery. The price(s) charged to the Customer, subject to Clause A, shall be the price(s) ruling as at the date of delivery. Any price indications or price lists are subject to alteration by Quatro to reflect price(s) ruling as at the date of delivery. The date of the Contract shall be the date upon which Quatro accepts the Customer order.

### D MANUFACTURING

- a) Goods may at the discretion of Quatro be manufactured in whole or in part by any manufacturer anywhere in the world.
- b) Quatro accepts no responsibility for any delay in manufacturing.

### E DELIVERY OF THE GOODS

- a) All costs of freight, delivery and unloading the goods on their arrival at the agreed place of the destination shall be borne by the Customer and the Customer's behalf.
- b) If the Customer directs that the delivery of the goods be staggered over different times or to different addresses from those specified in the Contract, then the Customer will be liable for any additional charges incurred by Quatro in complying with the Customer's direction.
- c) The Customer is deemed to accept delivery of the goods when the goods are placed at the Customer's disposal at the agreed place of destination, and all subsequent transportation of the goods shall be carried at the expense and risk of the Customer whether carried out under its directions or not.
- d) If the Customer is unable or fails to accept delivery of the goods, Quatro may deliver the goods to a place of storage nominated by the Customer and failing such nomination to a place determined by Quatro. Such delivery shall be deemed to be delivery of the goods to the Customer at the agreed place of destination. The Customer shall be liable for all costs incurred by Quatro due to storage, detention, double cartage or similar causes if these costs are caused by the Customer's inability or failure to accept delivery of the goods when delivered or ready for delivery by Quatro.

### F RISK AND INSURANCE

- a) All risk in the goods (including Consigned Goods) shall pass to the Customer upon delivery to the Customer at the agreed place of destination notwithstanding that delivery of the goods may be staggered or that the Customer may not have signed a receipt for the goods.

### G DELAYS

- a) Quatro will make reasonable efforts to have the goods delivered to the Customer on the date(s) agreed between the parties as the delivery date(s), but Quatro shall be under no liability whatsoever should delivery not be made on the date(s) agreed or by the period stated. Any delivery date specified is an estimate only.
- b) If Quatro is prevented or hindered from delivery of the goods (or any part thereof) by reason of any acts of god, wars, insurrection or internal disturbances, fire, floods, or accidents, breakdowns, of plant or machinery, unavailability of or delays in shipping or other transport strikes or lock-outs of workmen, shortages or other default by suppliers of fuel, power or raw material, priority for supplies claimed by the Federal or State Governments of the Commonwealth of Australia or any overseas government, or any other happening or event, then:-
  - i) any delay in manufacture, transportation or delivery thereby incurred shall not give rise to any cause of action by the Customer against Quatro
  - ii) during the period such delay continues Quatro and the Customer shall each have the option to suspend or cancel any subsequent obligations or balance of obligations of the Contract on either of their parts provided that:-
  - iii) written notice shall be given by the party exercising such option;
  - iv) on any such suspension or cancellation by the Customer any goods appropriated to the Contract by Quatro; and
  - v) in the case of cancellation the Customer shall be entitled to a credit against purchases in relation to any sums paid by cancellation and not subsequently delivered by Quatro.
  - vi) the Customer shall not be entitled to cancel its obligations under the contract unless in the reasonable opinion of Quatro the Customer's interest in the Contract has seriously suffered or has been totally impaired by the delay; and
  - vii) the Customer shall accept and pay for all of the goods which Quatro has delivered or which Quatro in its judgement is then able to deliver

### H CANCELLATION

- a) Subject to Clause I(b), no cancellation or suspension of the contract or any part thereof by the Customer shall be binding on Quatro Design Pty Ltd.

### I PAYMENT/DEPOSIT

- a) All goods ordered by the Customer from Quatro will be paid for by the Customer prior to delivery, or if previously agreed in writing by Quatro, within 14 days of the invoice date.
- b) The Customer shall pay for the whole of the value of the order as invoiced when the same is due for payment notwithstanding that the Customer may not have signed a receipt for the whole or any part of the goods.
- c) Quatro's express or implied approval of a credit facility to the Customer as contemplated by Clause I(a) hereof may be revoked or withdrawn by Quatro at any time
- d) If the Customer becomes an insolvent under administration pursuant to any of the provision if the Corporations Law, all amounts then owing by the Customer to Quatro, whether or not those amounts are then due and payable, shall immediately become due and payable to Quatro by the Company and/or its directors.

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**J RETENTION OF TITLE**

- a) Subject to clause L (a), and unless otherwise notified in writing, the Customer is authorised to sell or use the goods if it is the ordinary course of its business to do so.
- b) Until full payment in cleared funds is received by Quatro for all goods sold by it to the Customer, as well as all other amounts owing to Quatro by the Customer:-
  - (i) title and property in the goods shall remain vested in Quatro and shall not pass to the Customer;
  - (ii) the Customer shall hold the goods as an agent for Quatro; and
  - (iii) If the Customer sells, disposes of or uses the goods before full payment in cleared funds is made to Quatro, until such full payment is made, all monies resulting from such sale, disposal or use shall be held in trust for Quatro.

**K LIMITATION OF LIABILITY AND INDEMNITY**

- a) The Customer shall inspect the goods immediately on delivery and shall, within 24 hours of receipt of the goods, give notice to Quatro in writing of any matter or thing by reason whereof the Customer alleges that the goods are not in accordance with the contract failing which the Customer shall be bound to accept and pay for the goods.
- b) No claim shall be made against Quatro unless at the time of the claim all of the goods the subject of the relevant Contract remain intact as a whole and disposal or use of any part of these goods shall constitute acceptance by the Customer of the whole.
- c) The Customer hereby grants to Quatro full and free access to the premises of or occupied by the Customer to enable Quatro

to investigate any claim by the Customer. Such investigation shall not constitute or be construed as an admission of liability by Quatro.

- d) Quatro may, after being given written notice referred to in clause K(a), accept the return of goods. All returns must occur within seven business days of the date of delivery and the invoice and/or the delivery note number must be supplied to Quatro at the point of return.

**L CONSIGNMENT**

- a) Quatro may from time to time, pursuant to a Consignment Stock Agreement made between Quatro and the Customer, supply goods ("the Consigned Goods") to the Customer on consignment and the Customer agrees to take the Consigned Goods (including any subsequent delivery) on consignment accordingly.
- b) The Customer shall, in the case of the Consigned Goods, maintain such stock records as are required by Quatro; permit a representative of Quatro full and free access to the premises of the Customer to inspect the Consigned Goods; keep the Consigned Goods separate from any stock of the Customer and not relocate the Consigned Goods or remove them from the premises of the Customer.
- c) The quantity of the Consigned Goods "used" pursuant to the Reconciliation shall be invoiced by Quatro to the Customer immediately and any Consigned Goods lost or damaged shall be deemed to be "used" and also invoiced accordingly. Risk for Goods shall pass to the Customer on delivery to the Customer.