

## **QUOTATION TERMS AND CONDITIONS**

**CONFIDENTIALITY:** This quotation is confidential. This document may not be reproduced, published or disclosed.

**PRODUCT SUITABILITY:** Products offered are designed to perform and be used within their stated specification. Final product selection rests with the customer in determining if these items are suitable for their particular application.

**RESTOCKING:** Not accepted under any conditions. Sale of goods in final.

**GST:** Prices quoted do not include GST. 10% GST will be added to above prices for orders shipped within Australia.

**CURRENCY VARIATION:** Prices are subject to currency exchange rate variation, currency variation base to be specified in the quotation.

**CANCELLATION:** Not accepted once order is placed. A binding agreement / contract shall be entered into when Snaptec Australia Pty. Ltd. receives customer purchase order. Such an agreement may only be altered or cancelled with the written approval of Snaptec Australia Pty. Ltd. .

**VALIDITY:** The above proposal is open for acceptance for 15 days only from date of quotation.

TERMS OF PAYMENT: AS SHOWN ON QUOTATION PAGE

**CONDITIONS OF SALE:** Snaptec Conditions of Sale shall apply unless agreed in writing . A copy is available on request.

**WARRANTY:** All Power conversion products carry 12 months warranty. All battery products carry 12 months warranty. All repair items carry 3 months warranty. Snaptec warranty terms and conditions apply , a copy of which is available upon request.

**DELIVERY TIME:** Quoted time is subject to change depending on the production loading at time of receipt of order. Snaptec takes no responsibility in any delay caused.

<b>Snaptec Austra</b>	ilia Pty. Ltd.	Terms	and	Conditions
Initial:	Date:	/	/	



#### **SNAPTEC CONDITIONS OF SALE**

**Application:** The sale of goods by Snaptec Australia Pty. Ltd. ("Snaptec") is made upon conditions below. If there are any inconsistencies or ambiguity or conflict between these conditions and those printed on the customer's purchase order or any other document issued by the customer, the former will prevail.

**Price Variation:** The prices quoted are based on quantities quoted by Snaptec. Snaptec reserves the right to amend the prices quoted should there be any variation between the Snaptec's quoted quantity and the customer's purchase order quantity.

**Currency Variation:** Where currency exchange rates are quoted on Snaptec's written quotation, the actual invoice price shall be adjusted by Snaptec according to the applicable exchange rate on the date of the invoice. The percentage of the actual invoice price affected by this currency variation is 100% unless otherwise agreed in writing by Snaptec.

**Claims:** Any claims for short delivery or defective goods must be made in writing within 7 days of receipt of the goods.

**Cancellation and returns:** Cancellation of the customer's orders or modifications of customer's order and returns are not accepted under any circumstance.

**Delivery:** Snaptec will do its best to meet delivery estimates but the customer shall have no right of action against Snaptec in respect of any loss occurring to the customer by reason of Snaptec being unable to do so. Failure to meet a delivery date shall not prejudice any contracts as regards to other deliveries. Cancellation of orders due to any delay in delivery is not accepted

**Delivery Charges:** A nominal delivery charge will be made against all orders. Customers requesting multiple deliveries or scheduled deliveries will be charged for each delivery.

**Payment:** Snaptec Australia Pty Ltd must receive full payment before it will accept, approve and process an order. If credit facility is given to the customer the customer shall pay for each delivery of goods within thirty (30) days from the date of the invoice, or as otherwise agreed in writing by Snaptec. If the customer fails to make payment by the due date, Snaptec will be freed from any further obligations incurred by Snaptec in accepting the customer's order in the first place. If payment is not received within the stipulated time, the customer agrees to pay interest at the rate of 12% per annum ( or 1% per month ) on any overdue amount calculated from the due date until the payment is received by Snaptec. Any acceptance by Snaptec of late payment without claiming interest shall not amount to a waiver of Snaptec's rights to claim such interest resulting from future late payment.

**Binding Agreement:** These conditions of sale constitute and embody the entire understanding and agreement of the parties and supersede all priority representations, agreements, statements and understandings whether oral or in writing and shall be varied only in writing executed by the parties. The customer shall be deemed to have accepted these conditions upon accepting delivery of all or

Snaptec	Australia Pty. Ltd.	Terms	and	Conditions
Initial:	Date:	/	/	



any part of the goods or otherwise acknowledges these conditions or signifying its acceptance in some other way, whichever first occurs.

**Backorders:** A backorder occurs when Snaptec Australia Pty Ltd does not have the product in stock, and will need to order the goods from our suppliers. This procedure can take up to 20 weeks for the stock to arrive in our warehouse. When a backorder occurs, Snaptec Australia Pty Ltd will attempt to notify the customer of the expected estimated time of arrival (ETA). No order cancellation or modification is accepted once the customer order is confirmed and the (ETA) is advised. The (ETA) may vary as a result of manufacture delays and unexpected circumstances, an order cancellation or modification will not be accepted as a result of any delay in the (ETA).

**Passing risk of Property:** Risk in the goods shall pass to the customer upon delivery of the goods to customer or collection of the goods by the customer's agent or courier as the case may be. The property in the goods shall not pass to customer until the customer has paid for those goods in full including any outstanding extraneous charges pertaining to the invoice.

**Indemnity:** The customer will indemnify and hold harmless Snaptec against any loss or damage as a result of the customer's negligence, misrepresentation, alteration of the goods as supplied or default in relation to any of the goods.

**Proper Law:** This agreement shall be governed by and interpreted in accordance with the laws of the state of New South Wales and of the Commonwealth of Australia and the parties hereto submit to the jurisdiction of the Courts of New South Wales and the Federal Courts to which Courts of appropriate jurisdiction there shall be submitted for determination any dispute, claim or demand arising out of this agreement or anything done in pursuance or in purported pursuance thereof.

**Freight charges:** Customer(s) are responsible for all freight charges and freight charges for redeliveries or incorrect delivery details. Any additional freight charges will be added to the invoice total.

**Risk of Loss:** Snaptec Australia Pty Ltd will arrange shipment of ordered product(s) to the Customer on a Free On Board (F.O.B) basis. As such, title to the product(s) and all risk of loss passes to the Customer upon delivery to the carrier.

**Force Majeure:** Snaptec Australia Pty Ltd will advise the Customer of estimated shipping dates, but Snaptec Australia Pty Ltd will, under no circumstances, be responsible for delays in delivery or associated damages due to events beyond our reasonable control, including without limitation – acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

**CREDIT CARD FRAUD:** Snaptec Australia Pty Ltd reports all attempted credit card fraud immediately to the Australian Federal Police (www.afp.gov.au).

**Product Images and other Images:** All product images on Snaptec Australia Pty Ltd's website may vary from the actual product. All typographical errors are subject to correction. Please be aware that

Snaptec	Australia Pty. Ltd.	Terms	and	Conditions
Initial:	Date:	/	/	



images are only to be used as a point of reference and are not indicative, in any way, of the actual product.

**Product Descriptions and Specifications:** Snaptec Australia Pty Ltd makes every effort to ensure the accuracy of product description; however specifications, features, documents and graphics published may contain technical inaccuracies or typographical errors. Snaptec Australia Pty Ltd is not to be liable for any loss or operational loss as a result of incorrect or inaccurate information in any documentation or publication.

**Governing Law and Jurisdiction:** Any dispute arising out of or related to these Terms and Conditions, or sales transactions between Snaptec Australia Pty Ltd and Customers shall be governed by the laws of the state of New South Wales or as defined under Consumer Guarantee Law.

Severability: If any provision contained in this agreement is or becomes invalid, illegal or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement. The invalid, illegal or unenforceable provisions shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable law.

Waiver: The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at the time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

**Entire Agreement:** These terms and conditions, together with the Snaptec Australia Pty Ltd's invoice respecting the products ordered by the Customer, are the complete and exclusive agreement between Snaptec Australia Pty Ltd and the Customer. Any prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communication between Snaptec Australia Pty Ltd and the Customer relating to the subject product(s) are superseded. As such, this agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.

Limitation of Liability: Subject to the 'Competition and Consumer Act' set out below, our total liability with respect to any statutory guarantees, defined in the Consumers Guarantee, 1993. ("CCA") when a problem with a product purchased by a consumer is the major, is limited to:

- Payment to the consumer of the cost of purchasing the goods; or
- Replacement of the goods or the supply of equivalent goods; or
- Payment of an amount equivalent to any drop in value of the goods as a result of the major failure.

Subject to the 'Competition and Consumer Act' set out below our total liability with respect to any statutory guarantee owed to a consumer when a problem with a product purchased by a consumer from us is minor is limited, at our option to:

Snaptec	Australia Pty. Ltd.	Terms	and	Conditions
Initial:	Date:	/	/	



- The replacement of the goods; or
- The repair of the goods; or
- The payment of the cost or replacing the goods or of acquiring equivalent goods.

All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise) relating to these terms and conditions, that are not contained in it, are excluded to the fullest extent permitted by law.

**Competition & Consumer Act:** Nothing in this document excludes, restricts or modifies any condition, warranty, statutory guarantee, right or remedy, implied or imposed by common law, statute or regulation which cannot be lawfully excluded, restricted or modified, which may include the Competition and Consumer Act 2010 (Cth) and corresponding provisions and relevant laws containing implied terms and/or statutory guarantees which operate to protect the purchasers of goods and services in various circumstances.

### **OWNERSHIP:**

The risk in the goods supplied by the seller to the buyer shall pass to the buyer when such goods are delivered to the buyer or into the custody on the buyer's behalf but the ownership in such goods shall not pass to the buyers until the buyer has discharged all outstanding indebtedness to the seller whatsoever. In the regard the buyer acknowledges and agrees that until such payment is made:

All goods supplied and not incorporated in a manufacturing process by or on behalf of the buyer shall be held by the buyer in a fiduciary capacity as bailee to be sold by it as agent for and on behalf of the seller.

Where goods supplied are incorporated in a manufacturing process by or on behalf of the buyer thereby becoming constituent parts of any manufacturing item (whether identifiable or not) the property in such items shall be the seller's notwithstanding the incorporation of other constituent parts in the manufacturing process and the items shall be half by the buyer in a fiduciary capacity as bailee to be sold by it as agent for and behalf of the seller.

If required by the seller to do so, it shall store the goods supplied or the manufactured item as the case may be in such a way that it is clear they are the property of the seller. It hereby irrevocably gives the seller, its agents and

**DELIVERY:** Any delivery or completion date or times are estimates only and we shall not be held liable for any consequence whatsoever for any delay to such times. Where applicable delivery will be made in accordance with a written delivery schedule mutually agreed with you at the time of placing the order. Unless amendments to the delivery schedule are given by you in sufficient time to alter the production programme and such amendments have been agreed by us in writing, we reserve the right to continue to deliver according to schedule. If you are unable to accept deliveries on site we further reserve the right to deliver to your store. In such event, delivery to store will be deemed delivery on site and payment will be due accordingly.

Snaptec	Australia Pty. Ltd.	Terms	and	Conditions
Initial:	Date:	/	/	



All charges relating to storage, insurance and subsequent delivery to the site will be directly to your account. Where prices have been quotes "FIS", delivery is to ground floor level. In the event of any happening in consequence of which we cannot effect delivery by the agreed time, we shall be entitled to suspend delivery or extend the delivery time of the goods for the period during which such cause of delay operates and, in the event of such suspension of extension, we shall not be liable for any damages whatsoever.

We reserve the right to refuse to deliver any goods under this contract if you have any monies outstanding beyond the date due for payment on any account with us.

**ALTERATIONS AND ADDITIONS TO ORDERS:** Alternations or additions to or cancellation of existing orders will be accepted only at the sole discretion of the seller and then only subject to such conditions as the seller may impose.

**DELAY:** If the manufacture, supply or delivery of the goods is delayed by reason of or as a result of any act, omission, default or request by or on behalf of the buyer, the seller may, without prejudice to its other rights and remedies, require payment by the buyer of such portion of the contract price as represents the extent to the which the seller has performed the contract out work required by the contract up to the date such payment is required, together with any expenses or additional costs incurred by the seller as a result of such delay. In the event of such delay continuing beyond a reasonable time, the seller may, without prejudice to its other remedies, cancel the contract.

**PATENTS AND COPYRIGHT:** Copyright in all drawings, information from data storage systems specifications and other technical information provided by the seller in connection with the contract is vested in the seller.

Where goods are to be supplied to the buyer's design, the buyer hereby warrants that the manufacture and supply of such goods by the seller will not infringe any patent, copyright, registered design or other rights. The buyer agrees to indemnify the seller against liability incurred by the seller including any costs and expenses in the event of any claim being made that the manufacturer or supply of such goods by the seller infringes any patent, copyright, Registered design or other rights.

**CREDIT LIMIT:** It is agreed the Company may impose a credit limit which may be reviewed by the company from time to time in its sole discretion. The limit may be increased or reduced without the need for notice to the purchaser.

**TERMINATION:** The Company may at any time in its sole discretion without notice terminate the credit account. Upon termination all amounts shall become due and payable.

**WAIVER / FORBEARANCE:** All the Company's remedies, rights and powers shall remain in full force notwithstanding any neglect, forbearance or delay in the enforcement thereof.

The Company shall not be deemed to have waived any condition unless such waiver is in writing and signed by a director of the Company. Any such waiver shall apply to and operate only in the particular transaction in respect of which it was given.

Snaptec Australia	Pty. Ltd.	Terms a	and	Conditions	
Initial:	Date:	/	/		



<b>APPLICABLE LAW:</b> These items and conditions of sale shall by governed by the Law of New South Wales – Australia.



#### SNAPTEC AUSTRALIA PTY. LTD. WARRANTY TERMS

**WARRANTY PERIOD:** Snaptec Australia Pty. Itd. Power conversion products, Accessories and Batteries are guaranteed against defects in material or workmanship, when in normal use and service for a period of 12 months from the invoice date. Any repair items are warranted for a period of 3 months.

Except as provided by the seller in writing and except as required by statute, the seller provides no warranty and makes no representations in relation to the goods.

The seller's liability for defective goods under the preceding paragraph shall be strictly limited to claims made in writing to the seller within 10 working days of the date of despatch of the goods and to the cost of repairing or (at the option of the seller) replacing goods which the seller accepts are defective and which are in the same condition as they were in at the time they were despatched. The seller will give a full credit for defective goods. The seller shall not be liable for any claim in respect of further work done on the goods, transport costs, loss of profit, consequential loss on any claim suffered through resale or any other claim, loss, damage or expense incurred or suffered

by the buyer relating (whether directly or indirectly) to any such defects of or in relation to the sale, existence or use of the goods.

Any warranty statement will be considered null and void if goods have been modified without prior written consent from the Company, and/or subjected to conditions outside of their normal operating parameters.

To the extent permitted by law, it is declared that no statement or recommendation made or advice or as assistance given by the seller or its servants in connection with the goods shall constitute a warranty by the seller or a term or condition of sale or a waiver of any of these provisions. The seller shall not be liable for any loss which may be suffered by a buyer who relies on the accuracy of such statements, recommendations, advice or assistance.

Snaptec excludes to the extent permitted by law all warranties and conditions in relation to the goods other than those warranties expressly made pursuant to these conditions of sale. The duration of this warranty shall be stated in Snaptec's written quotation to the customer. This warranty does not extend to goods subject to misuse or improper application and maintenance by the customer. Snaptec shall have no liability for any loss or other indirect or consequential loss or damage.

This warranty does not extend to products which have been opened, altered or repaired by persons other than authorized by Snaptec Australia Pty. Itd. or to products which become defective due to acts of God, negligence or the failure of customers to fully follow instructions with respect to installation, application or maintenance.

This warranty is extended to the original purchaser only. Except for the foregoing expressed warranty, Snaptec Australia Pty. Itd. makes no warranty, expressed or implied, including but not limited to, the warranty of merchantability or fitness for a particular purpose.

Snaptec Australia	Pty. Ltd.	Terms	and	Conditions	
Initial:	Date:	/	/		



Snaptec Australia Pty. Itd. will repair or replace the defective product in accordance with its best judgment. For service under this warranty, the buyer must contact Snaptec Australia Pty. Itd. to obtain a Return Material Authorization (RMA) number and shipping instructions.

Products that have failed due to external electrical causes such as spikes, surges, brownouts, electrical disturbance, unstable AC supply are not covered by warranty. Products that have failed due to abnormal external environmental conditions such as gas, fumes, acid etc.. are not covered by warranty. Products that are damaged as a result of excessive vibration, high temperature, shock or accidental fall are not covered by warranty.

Under all conditions proper electrical design and procedure should be followed when installing and using any of Snaptec products. It is the responsibility of the customer to insure clean and proper AC or DC supply.

Snaptec Australia Pty. Itd. responsibility is repair or replace the product, if the product was defective, within the terms of this warranty. No further responsibility or liability is assumed if there is further loss in or damage in the system or operation.

Freight cost delivering and returning the product remains the responsibility of the customer.

Unless otherwise stated in writing, Snaptec Australia Pty Ltd shall only be liable in respect of defects in the goods as a result of unsound materials, or Workmanship, occurring within a twelve (12) month period of the date of delivery. Liability for defects is limited to any one of the following, as determined by Snaptec Australia Pty Ltd:

- 1. The repair of the goods or the payment of costs of having the goods repaired; or
- 2. The replacement of the goods or the payment of costs of replacing the goods.

This warranty is void if:

- 1. Goods are modified or repaired in a manner not previously approved by Snaptec Australia Ptv Ltd.
- 2. Goods are operated under conditions not reasonably suitable to the proper operation thereof

Furthermore, Snaptec Australia Pty Ltd shall not be liable for the following:

- 1. Claims in respect of faulty or defective design of any goods supplied by Snaptec Australia Pty Ltd, unless such designs have been wholly prepared by Snaptec Australia Pty Ltd.
- 2. Physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, assembly, instillation or operation of the goods or arising out of Snaptec Australia Pty Ltd's negligence or in any way whatsoever.

This warranty is hereby expressed in lieu of all other warranties expressed or implied and, to the fullest extent permitted by law. All other warranties statutory or otherwise are hereby excluded.

Snaptec	Australia Pty. Ltd.	Terms	and	Conditions
Initial:	Date:	/	/	



| 10

**Rejection of a return, a refund, warranty claim or consumer guarantee claim:** Snaptec Australia Pty Ltd reserves the right to reject a return, refund, warranty claim or consumer guarantee claim if:

- 1. The consumer fails to provide appropriate proof of purchase, namely a tax invoice; or
- 2. The consumer changes their mind about a product. This includes when a consumer has found a cheaper product elsewhere; or
- 3. The consumer purchased a gift that is unsuitable (where the consumer has not made any specific intended use of the product known to Snaptec Australia Pty Ltd); or
- 4. The consumers circumstances have changed and they no longer require goods; or
- 5. Damage to product resulting from the incorrect assembly of fitted goods; or
- 6. Damage to the product as a result of alterations not performed by Snaptec Australia Pty Ltd; or
- 7. Damage to the product as a result of failure to comply with care instructions (if provided); or
- 8. Damage to product occurring either directly or indirectly from the conditions under which goods are used; or
- 9. Damage to the product where damage is caused by factors beyond our control; or
- 10. Faults caused, by using the product in an abnormal way. Such abnormal use may include: the use of the product in a way not reasonably expected for the product to perform or uses noted in the manufacturer's warranty interpreted as void;

Before any warranty claim, customers are required to make sure the product is:

- 1. Not affected by being used incorrectly or in an abnormal way, such as goods operated under conditions not reasonably suitable to the proper operation thereof. Such uses may be render the warranty void.
- 2. Not disposed of, lost or destroyed Physical evidence must be shown that the product has failed.
- 3. Not reduced in value by delay on the customer's part. Any faults should be brought to the attention of Snaptec Australia Pty Ltd as soon as possible after they occur.

Snaptec Australia Pty Ltd reserves the right to apply any service fees for any warranty claims to cover all costs incurred including inbound and return freight, supplier/manufacturer service fees, etc; if the returned product is found to be not covered by warranty, no fault found or physical damage to item.

**Warranty repair time:** PLEASE NOTE: The actual manufacturer's warranty repair time may vary for different manufacturers and/or suppliers, so we cannot immediately provide an accurate timeframe how long the process will take for a particular property. Status updates are provided once further information is received from the manufacturers, their service centre or agents.

**REPAIR RETURN PROCESS:** To be eligible for a warranty claim, the following steps must be followed:

- 1. Contact Snaptec Australia Pty Ltd.
- Report the details of the fault to Snaptec Australia Pty Ltd and retain a 'RMA' number (Return Material Authority)

Snaptec Austr	alia Pty. Ltd.	Terms	and Conditions	Page
Initial:	Date:	/	/	



3. Return the goods using the customer's own method of transport

PLEASE NOTE: If the product is deemed NO FAULT FOUND for any warranty claim or consumer guarantee claim, a minimum service fee of \$100 with any additional shipping charges will be applied.

If a product is found to have been supplied to you in full accordance with the Consumer Guarantee Law, Snaptec Australia Pty Ltd may require the payment of all costs associated with returning the product to the customer.

**TRANSIT DAMAGE:** THE WARRANTY OF GOODS WILL BE VOID IF THE PRODUCT IS DAMAGED IN TRANSIT. Snaptec Australia Pty Ltd does not take responsibility for any goods that are damaged or lost in transit, which are returned by customers for the purpose of warranty claims or returns. In order to avoid a warranty being VOID, please ensure that the product is packed appropriately for shipping before returning the items to Snaptec Australia Pty Ltd. Please Contact Snaptec if you are unsure on how to pack a product appropriately prior to shipping. THE CUSTOMER IS RESPONSIBLE FOR ALL CHARGES ASSOCIATED WITH RETURNING GOODS TO Snaptec Australia Pty Ltd.

**CLEARANCE ITEMS AND DISCONTINUED PRODUCTS:** A limited warranty may also apply for clearance or discontinued product. Please read the product description or Contact Us for more details if you are unsure whether a product within the category above has a limited warranty period or not.

Snaptec Australia	Pty. Ltd.	Terms	and	Conditions
nitial:	Date:	/	/	



#### SNAPTEC AUSTRALIA PTY. LTD. PRODUCT USE DISCLAIMER

Products supplied by Snaptec are not for use by end users, all products supplied by Snaptec Australia Pty. Ltd. are considered as components to be part of a complete system. Our products are designed for in use in a broad range of applications and are to be incorporated into a complete system. It is therefore solely the customer's responsibility to evaluate the device and determine its suitability in their application. In many cases the use of the products requires proper qualification in terms of an electrical licence.

Snaptec Australia Pty. Ltd. Does not suggest or make any recommendations as to the suitability of parameter that determine angle height impact speed force accident harsh breaking roll-over or rate of turn events. Input or output voltage or current, parameter values states or implied in any specification are for explanation only and should not be taken as typical or representative of a real world situation.

Snaptec Australia products are not authorised for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If a customer uses or sells the products for use in any such applications the customer acknowledges that such use or sale is at customer's sole risk. The customer will indemnify, defend or hold Snaptec Australia Pty. Ltd. and their suppliers/assembles harmless from and against any and all liabilities and costs arising out of or in connection with use of product or sale.

Snaptec A	Australia Pty. Ltd.	Terms	and	Conditions
Initial:	Date:	/	/	



#### SNAPTEC TRADE CREDIT ACCOUNT APPLICATION FORM

## 1- Acknowledgement:

We hereby apply for a trade credit account with Snaptec Australia Pty. Ltd. We acknowledge the following:

We agree to adhere to strictly paying all amounts due without deduction within 30 days from the date of the invoice. No payment shall be withheld, reduced or deferred on account of any claim, counterclaim, set off or otherwise.

We acknowledge that failure to pay any account by due date shall be a breach of our trading terms and Snaptec Australia Pty. Ltd. may in respect of such account without prejudice to any other rights or remedies it may have charge penalty interest of 1% per month until receipt of payment in full. Interest will be charged from the date on which payment was due and shall continue to accrue after (as well as before) judgement and after termination of this contract.

Servants, leave and licence, without the necessity of giving any notice, to enter onto and into any premises occupied by the buyer and to remove any of the goods supplied or manufactured items of which they are constituents without in any way being liable to the Us or any third party. And if the goods supplied are wholly or partially attached to or incorporated with any other items, the seller may where practical unscrew, disconnect, sever or otherwise do what is necessary to remove the goods supplied.

If the goods supplied or any manufactured items as the case may be are sold by the Us prior to payment being made in full as aforesaid, the proceeds of such sale shall be the property of Snaptec Australia Pty. Ltd. and be held for its account.

These provisions are designed to protect Snaptec Australia Pty. Ltd. in the event of the insolvency and/or non payment by us.

Nothing in this clause shall be construed as permitting us to return the goods or any part of them because they are surplus to requirements or for whatsoever other reason. If Snaptec does accept the return of the goods, a handling charge of 20% may be charged to allow for costs involved. Special orders, including product built to order or non stocked items are not refundable.

I/We shall pay or reimburse all costs and/or expenses incurred by Snaptec Australia Pty. Ltd. to recover any overdue amount.

COSTS: In the event Snaptec Australia Pty. Ltd. is forced to seek payment of unpaid amounts through taking legal proceedings against the buyer, all costs associated therewith shall be borne by the buyer including Snaptec's solicitor's costs (as between solicitor and Snaptec).

Snaptec <i>i</i>	Australia Pty. Ltd.	Terms	and	Conditions
Initial:	Date:	/	/	



2- We have read and accept all terms and conditions set out in this document total = 15 pages.

# PLEASE INITIAL AND DATE ALL PAGES OF THIS DOCUMENT TO INDICATE YOUR ACCEPTANCE.

<u>3-</u> In the course of any enquires or investigations that may be required by you to validate or otherwise my/our credit suitability either now or in the future, I/we authorize any person or company to provide information of their experiences with me/us,and I/we authorize your provision without further permission of such information to others seeking similar validation.

4- We agree to honour our terms of trade which Our Method of payment is [ ] Cheque:: Please sent all cheques to : Snapte [ ] EFT: Remit to Account: BSB:082133 ACC# [ ] CREDIT CARD: Credit card details to be provi	: 796174953 Name: Snaptec Australia Pty. Ltd.
<u>5-</u> Company Details:	
Company Name:	
Trading Name if different:	
Company Website:	
Company Postal Address:	
	ısiness : Date Established :
Company Main Phone #:	
Accounts payable fax number:	
Accounts payable email address to send invoices	s:
Accounts payable contact name 1 :	PH #:
	PH #:

Snaptec	Australia Pty. Ltd.	Terms	and	Conditions
Initial:	Date:	/	/	



6- Directors Details:	
1- Director Name: D	Date of Birth:
Director Address:	
2- Director Name: D	Date of Birth:
Director Address:	
<u>7-</u> Trade references:	
1- Company Name:	Phone:
Contact Name:	Fax:
2- Company Name:	Phone:
Contact Name:	Fax:
3- Company Name:	Phone:
Contact Name:	Fax:
We hereby certify that the information supplied above is true as acknowledge the trading terms and conditions and agree that So obtain financial reports containing personal credit information agencies and exchange information with other credit providers.	NAPTEC AUSTRALIA PTY. LTD. may about me/us from credit reporting
Signed this day of 20 for and on behalf	
Company Name:	
Authorized Signature :	
Authorized signature name :	
Authorized signature position :	