

CARR FASTENER HOLDINGS PTY. LTD.
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GENERAL TERMS AND CONDITIONS OF SALE

The following are the General Terms and Conditions of Sale for all goods supplied by Carr Fastener Holdings Pty. Ltd.

Carr Fastener Holdings Pty. Ltd. A.C.N. 007 872 899 ("CARR Components") hereby agrees with the Customer ("the Customer") that unless expressly amended in writing by CARR Components these General Terms and Conditions ("GT&C") comprise the sole terms and conditions of the contract between CARR Components and the Customer ("the Contract") notwithstanding anything that may be implied or expressed to the contrary on the Customer's enquiries or orders. These GT&C shall supersede all other conditions and agreements between the parties and shall without further notice apply to all future transactions between CARR Components and the Customer whether or not these GT&C are delivered or executed in the course of such transactions.

1. QUOTATIONS

(a) A quotation by CARR Components shall be an invitation to the customer to treat with CARR Components; it shall not constitute any offer. Quotations will remain valid for 1 calendar month from the date of the quotation after which date they are subject to alteration or withdrawal without notice.

(b) Any modification to a quotation will be effective only if such modification is expressed in writing by CARR Components.

2. GOODS AND SERVICES

CARR Components may offer its range of goods and services on offer to the Customer at any time and without prior notice. Goods offer by CARR Components ex-stock (as per CARR Components Product Catalogue and Price List) may be altered, withdrawn or modified at CARR Component's discretion and without prior notice (or amended Catalogue being issued).

3. MATERIALS

The Customer shall be responsible for the correct specification of material to CARR Components for all goods made specifically for that customer. If the Customer requires CARR Components to source material on its behalf, then, subject to the express limitation in Clause 6, CARR Components shall purchase the material for the Customer, but the Customer shall remain solely liable for any non-performance of the material.

4. DRAWINGS AND DESIGN

For goods made specifically for the Customer, the Customer shall be responsible for providing CARR Components with its selected material, final drawings, plans, specifications and design in respect of its proposed end product. CARR Components accepts no responsibility for the suitability of the material selected by the Customer for its intended end use or end product, and further, accepts no responsibility for the accuracy of the Customer's said drawings, plans, specifications and design.

5. TOOLING

The Customer acknowledges that:-

(a) CARR Components will rely upon all of the information, dimensions and other relevant criteria in the Customer's drawings, plans, specifications and design;

(b) the Customer shall be required to pay CARR Components for the tooling for the Customer's intended end product;

(c) the Customer shall be the owner of the said tooling made for it by CARR Components only after payment in full in cleared funds of the amount invoiced has been received by CARR Components;

(d) the Customer irrevocably authorises CARR Components to use the said tooling for the purpose only of producing the end product for the Customer in accordance with the Customer's orders or schedules from time to time;

(e) CARR Components shall at all times be entitled to refuse to supply any end product requested by the Customer if the Customer has failed or refused to pay CARR Components for any amount invoiced on account of CARR Components making the said tooling.

6. NO WARRANTIES

CARR Components TOOLING

Any advice, recommendation, information or assistance provided by CARR Components in relation to the tooling provided by it, is given in good faith and is believed by CARR FASTENER to be appropriate and reliable, but is provided with a disclaimer for any liability or responsibility on the part of CARR Components.

SUPPLY OF MATERIAL

Any advice, recommendation, information or assistance provided by CARR Components in relation to the material purchased by it for the Customer and on the Customer's instructions, is given in good faith and is believed by CARR Components to be appropriate and reliable, but is provided with a disclaimer for any liability or responsibility on the part of CARR Components. CARR Components accepts no responsibility for the suitability of the selected material by the Customer for its intended end use or end product, further, accepts no responsibility for the quality or specifications of the material purchased by CARR Components on the Customer's behalf.

7. THE CUSTOMERS' ACKNOWLEDGMENTS

The Customer acknowledges that:-

(a) Heat Treatment involves a heat process which can alter the composition or properties of the material selected by the Customer for its intended end product;

(b) thick material formed by a press can result in the cut edge not being 90 degrees to the surface of the material;

(c) electroplating finishes may not be of a uniform thickness all over the product, but will be at least the minimum thickness as specified by the Customer;

(d) CARR Components is not in the business of providing or supplying material, but does so at the Customer's request.

8. PRICES

(a) Any statutory charge, tax, duty or impost levied in respect of the goods or end product, and all cost of freight, delivery, transportation, packing shipping, clearance fees and other cost, charge and expense incurred by CARR Components on the Customer's behalf (authority for which is hereby given to CARR Components by the Customer) in the course of providing the said material, goods or end product to the Customer, shall be borne by the Customer and the price shall be increased accordingly;

(b) All prices, whether on a price list or by way of quotation, are ex CARR Components stores 336 Richmond Road, Netley, S.A., 5037

(c) Subject to Clause 1, if CARR Components has not specified the price to be charged to the Customer at the time that the Customer places its order, the price charged to the Customer shall be the price ruling as at the date of delivery. The Customer acknowledges that CARR Components' prices are subject to change without notice;

(d) Notwithstanding Clause 8(a), all prices shown in CARR Components Price Lists or otherwise quoted by CARR Components do not include Sales Tax. The Customer shall be charged Sales Tax in addition to the listed or quoted price, unless CARR Components is advised in writing the Customers' Sales Tax Exemption Certificate number.

(e) All goods and end products supplied to the Customer by CARR Components on the acceptance of CARR Component quotation, shall be subject to a review of quantity supplied against the quantity on which the quotation was based (as advised by the Customer). If the quantity supplied is more than or equal to 10% less than the quoted quantity then the price will be reviewed and a surcharge invoice issued for the price differential on the previous period quantity supplied. If the before mentioned difference occurs, then any cost down agreed between CARR Components and the Customer is null and void.

9. ORDERS

(a) Only written orders and schedules will be accepted, and will be subject to acceptance by CARR Components. CARR Components reserves the right to refuse any order or schedule for whatever reason it deems, and without recourse by the Customer.

(b) CARR Components may at its sole discretion, supply an order or schedule in full or only in part. The Customer may not cancel any order or schedule, nor delay delivery unless agreed to in writing by CARR Components.

10. DELIVERY

(a) If the Customer directs that delivery of the goods be staggered over different times or to different addresses from those specified in the quotation, then the Customer:-

(i) shall be liable for any additional cost, charge and expense incurred by CARR Components in complying with the Customer's said direction; and

(ii) shall pay for the whole of the invoiced value of the goods pursuant to Clause 12 notwithstanding the said staggered deliveries or that the Customer may not have signed a receipt for the end product.

(b) The Customer is deemed to accept delivery of the goods when it is placed on the delivery vehicle, or when CARR Components notifies the Customer that the goods are ready for collection. If the Customer requests CARR Components to organise delivery, the Customer acknowledges that CARR Components uses common carriers and the Customer should therefore arrange insurance cover for the goods whilst in transit from CARR Components prior to the goods leaving CARR Components.

(c) If the Customer is unable or fails to accept delivery of the goods, CARR Components may deliver it to a place of storage nominated by the Customer and, failing such nomination, to a place determined by CARR Components. Such delivery shall be deemed to be delivered to the Customer. The Customer shall be liable for all cost, charge and expense incurred by CARR Components on account of storage, detention, double cartage/delivery 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 CARR Components.

(d) Subject to Clause 11(b)(ii) and (iii), the Customer agrees that it will be obliged to and shall pay for the goods on the due date for payment pursuant to Clause 12 notwithstanding that delivery is made after the delivery date specified in the order or schedule.

(e) Subject to Clause 11(b)(ii), the Customer acknowledges that delivery dates are estimates only and the Customer agrees that it shall not be entitled to make any claim in respect of CARR Components delay in delivering the goods.

11. DELAYS

(a) CARR Components will make reasonable efforts to have the end product delivered to the Customer on the date(s) agreed between the parties as the delivery date(s), but shall be under no liability whatsoever should delivery not be made on the date(s) agreed or by the period stated.

(b) If for reasons beyond its control CARR Components is prevented or hindered from delivering the goods 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 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 happening or event, then:-

(i) any delay in delivery thereby incurred shall not give rise to any cause or action by the Customer against CARR Components;

(ii) during the period such delay continues, and subject always to Clause 13, CARR Components and the Customer shall each have the option to suspend or cancel any subsequent obligations or balance of obligations of the quote, order or schedule on either of their parts provided that:-

(A) the delay has continued for no less than 90 days after the delivery date specified in the quote, order or schedule;

(B) written notice shall be given by the party exercising such option;

(C) on any such suspension or cancellation by the Customer, any material sourced and purchased by CARR Components for the Customer, whether partly or fully processed at the time of such suspension or cancellation, shall be paid for by the Customer; and

(iii) the Customer shall accept and pay for all of the goods which CARR Components has delivered or which CARR Components in its judgement is then able to deliver.

12. PAYMENT

- (a) Subject always to Clause 12(d) herein, all goods invoiced by CARR Components to the Customer, shall be paid for on or before the last day of the month following the month in which the invoice was raised.
- (b) CARR Components shall raise its invoices at the time of delivery as defined in Clause 10(b).
- (c) The Customer shall pay for the whole of the value of the goods as invoiced when the same is due for payment notwithstanding that the Customer may have directed that the delivery of the goods be staggered over different times, to different addresses or that the Customer may not have signed a receipt for the whole or any part of the goods.
- (d) CARR Components express or implied approval for extending credit facility to the Customer as contemplated by Clause 12(a) hereof may be revoked or withdrawn by CARR Components at any time.
- (e) Time for such payment shall be the essence of the Contract.
- (f) In the event that the Customer fails to pay any amounts due in accordance with these GT&C or otherwise due under Clause 12(a), then pursuant to Clause 15:-
- (i) Interest on all amounts outstanding, due and payable to CARR Components at our banker's highest current overdraft interest rate, calculated from the date such amount falls due until it is received in full by CARR Components and any payment received will be applied first against such interest;
 - (ii) all costs, charges and expenses incurred by CARR Components in enforcing or attempting to enforce any of its rights under the Contract (including recovering any unpaid amounts). Such costs in the case of legal costs shall be charged on a "solicitor and own client" basis;
 - (iii) the Customer shall deliver up the goods to CARR Components upon receipt of a demand in writing requiring the goods to be delivered up returned to CARR Components. In the event that the Customer does not comply with the demand within 1 day of receipt of the demand, CARR Components shall be entitled to enter upon the Customer's premises at any time to do all things necessary in order to take possession of the said goods. The Customer shall be liable for all costs of whatsoever nature of and associated with the exercise of CARR Components' rights under this Clause, which shall be payable on demand.
- (g) Any payments received from the Customer on overdue accounts will be applied first to satisfy interest which may have accrued and/or costs which may have been incurred, and then to the principal.
- (h) CARR Components prohibits any set off of credit notes, debit notes or any other form of CARR Components' alleged indebtedness to the Customer against amounts due to CARR Components an account of CARR Components' invoices raised pursuant to these GT&C.
- (i) Where the Customer is trustee of a Trust the Customer acknowledges that it shall be liable on the account and that in addition the assets of the Trust shall be available to meet payment of the account.
- (j) If payment is overdue, CARR Components may, at its sole discretion and without notice, cancel or suspend all deliveries of goods, terminate all credit arrangements, and/or request security or additional security as determined by CARR Components.

13. CANCELLATION

- (a) Subject to Clause 11(b), no purported cancellation or suspension of the Contract or any part thereof by the Customer shall be binding on CARR Components.
- (b) Notwithstanding Clause 13(a), CARR Components may agree to suspend or cancel the Contract or any part thereof PROVIDED THAT the agreement of CARR Components to suspend or cancel is in writing and the Customer agrees to pay CARR Components for any costs incurred to date, including material, labour, overheads, tooling and any other cost, expenses or consequential loss incurred as a result of the agreed cancellation or suspension.

14. RISK AND INSURANCE

The Customer acknowledges that the goods supplied by CARR Components shall remain the property of CARR Components until payment is received in full. Notwithstanding the aforementioned risk as the goods pass from CARR Components to the Customer at the point and time of delivery.

15. RETENTION OF TITLE

- (a) If CARR Components has sourced and purchased the material on the Customer's behalf, and the goods are delivered up to the Customer:-
- (i) CARR Components hereby agrees to allow the Customer to deal, sell or trade with the goods in the normal course of their business and for the Customer to retain the sale proceeds of such sale, providing that the Customer adheres to these GT&C
 - (ii) until full payment in cleared funds is received by CARR Components for said goods, as well as all other amounts owing to CARR Components by the Customer from time to time:-
 - (A) title and property in the goods shall remain vested in CARR Components and shall not pass to the Customer;
 - (B) the Customer shall hold the goods as fiduciary bailee and agent for CARR Components;
 - (C) the Customer shall keep the goods supplied and delivered to it by CARR Components separate from its other property, and in a manner to enable them to be identified;
 - (D) if the Customer sells, disposes of or uses the goods before full payment in cleared funds is made to CARR Components, until such payment is made, all monies resulting from such sale, disposal or use shall be held on trust for CARR Components and shall be kept in a separate account, shall not be mixed with the Customer's or any other monies and further shall be specifically identified in the accounts of the Customer as property of CARR Components;
 - (E) if the Customer combines or incorporates the goods with other goods, not being the property of CARR Components, before full payment in cleared funds is made to CARR Components, so that CARR Components' goods becomes mixed with goods of others, the Customer hereby authorises CARR Components to dismantle and remove its goods from the other goods. CARR Components shall not be responsible for any damage caused to the other goods in the removal.
- (b) If the Customer has purchased and supplied the material (and not CARR Components), and any amounts remain outstanding on account of CARR Components' goods or otherwise, the Customer hereby creates in favour of CARR Components a lien on all of the material and goods of the Customer in CARR Components' possession.

16. CLAIMS

- (a) The Customer shall inspect all end product immediately upon receipt of delivery and, within 7 business days shall give notice in writing to CARR Components of:-
- (i) the relevant delivery docket/consignment note number and date in respect of the goods the subject of the proposed claim;
 - (ii) the date and place of delivery in respect of the goods the subject of the proposed claim;
 - (iii) the grounds upon which the Customer alleges that the goods do not comply with the Contract.
- (b) In the event that the Customer does not give written notice of any proposed claim within 7 business days and subject always to the absolute discretion of CARR Components, CARR Components shall not be under any obligation to accept any claims of the Customer in respect thereof.
- (c) Upon giving written notice referred to in Clause 16 (a), the Customer grants to CARR Components full and unimpeded access to the premises of the Customer to enable representatives of CARR Components to investigate any claim by the Customer. Such investigation shall not constitute or be construed as an admission of liability by CARR Components.
- (d) After receipt of the said notice referred to in Clause 16(a) and after investigation by its representatives, CARR Components may in its absolute discretion rectify any problem by providing further material and goods, expert advice and service, and any other support which CARR Components in its discretion considers appropriate in the circumstances at either a reduced or no cost to the Customer, depending upon the circumstances of the claim.
- (e) Any liability incurred by CARR Components as a consequence of the Customer's claims shall be limited to:-
- (i) the remedy in sub-clause 16(d) above;
 - (ii) the rectification of any defect in the goods at no cost to the Customer and within a reasonable time of receipt of written notification of the alleged defect;
- notwithstanding that the liability may have been incurred by reason of CARR Components' error, omission, negligence or recklessness.
- (f) The Customer agrees in respect of all goods supplied and delivered by CARR Components, that CARR Components shall not be liable for any actual or consequential loss or damage, including but not limiting the generality of the foregoing, economic loss, loss of profit, loss of business and goodwill, reduction in resale price, storage or other charges ("loss and damage") and the Customer hereby releases and discharges CARR Components from all such loss and damage.

17. MISTAKE

Any mistake on any quotation, order, invoice, delivery docket or other document issued by CARR Components in relation to the Contract shall not be binding on CARR Components and CARR Components may in its discretion issue such amended documentation as is required to rectify such mistake. The Customer shall comply with CARR Components' amended documents.

18. ACCESS

The Customer irrevocably grants CARR Components authority to enter into, forcibly or otherwise, all owned and leased premises of the Customer for the purpose of inspecting or removing (subject to the terms of Contract) any material or goods of CARR Components.

19. LAW AND INTERPRETATION

- (a) The Contract is to be interpreted according to the laws of the State of South Australia.
- (b) Singular includes the plural and vice versa and reference to any gender includes any other gender.

20. CHANGE OF OWNERSHIP/ REGISTERED PARTICULARS

The Customer shall not later than 14 days prior to any proposed change of ownership, change of Registered Particulars, alteration or addition to the shareholding or directorship, notify us of the proposed change and the Customer shall notify us of any change, alteration or addition to the Customer's internal structure and shall provide full details of the proposed change, alteration or addition to CARR Components and the Customer will be liable for any goods supplied by CARR Components after such change, alteration or addition unless we have acknowledged in writing acceptance of the intending change, alteration or addition.

21. CREDIT INFORMATION

- (a) The Customer understands that Section 18E(8)(c) of the Privacy Act allows us to give a credit reporting agency certain personal information about the Customer. The information which may be given to an agency is covered by Section 18E(1) of the Privacy Act and includes: particulars to identify the Customer; the fact that the Customer has applied for credit and the amount; the fact that CARR Components is a credit provider to the Customer; payments which are overdue more than 60 days from date of invoice; cheques drawn by the Customer on their bank account which have been dishonoured; the fact that in CARR Components' opinion, the Customer has committed a serious credit infringement.
- (b) To enable CARR Components to assess the Customer's application for commercial or personal credit, the Customer authorises CARR Components to obtain from a Credit Reporting agency a credit report containing personal credit information about the Customer and its Board of Directors and senior managers or the proprietor(s) where the Customer is not a registered company. This is obtained in accordance with Section 18(1)(b) of the Privacy Act. The Customer acknowledges that this information so obtained, may be used to:-
- (i) assess an application of credit by the Customer;
 - (ii) assist CARR Components to avoid default on the Customer's credit obligations;
 - (iii) notify other credit providers of default by the Customer;
 - (iv) assess the Customer's credit worthiness.