

SET OUT HEREUNDER ARE THE TERMS AND CONDITIONS OF SALE FOR ALL GOODS AND SERVICES PURCHASED FROM EXCELFERT PTY LTD (ABN: 61 615 565 663) TRADING AS EXCELCROP (THE SELLER).

Unless expressly altered or modified in writing by us, the following terms and conditions apply and shall be deemed incorporated in, and form part of the acceptance by us of your order.

1. DELIVERY: The seller shall not be responsible or liable in any way to the purchaser for delays or defaults in delivery of the order or any apart thereof nor for any direct or consequential loss or damage arising there from.

2. PAYMENT: The Buyer is to pay the prices and charges in accordance with the terms specified herein which, it is to be understood are subject to any variation in the rate of exchange affecting this order, and to any costs and expenses additional to the ordinary costs effecting delivery caused by War, Government Action, Variation in Customs Duties, Act of God, Substitution of Goods, Shortage of Supplies, Increased Shipping Charges, Premium on Overseas Funds or any other happening of "force majeure". Payment in full is due on or before the 21st of the month following delivery of goods.

3. RISK AND TITLE:

(a) The risk in the goods supplied by the seller to the purchaser shall pass to the purchaser upon delivery but the ownership in them shall pass to the purchaser until the purchaser has paid for the same and discharged all outstanding indebtedness to the seller whatsoever. Receipt by the seller of any cheque or other bill of exchange to any promissory note shall not be deemed to be payment or conditional payment until the same has been honored or cleared and until such time shall not prejudice or affect the sellers rights, powers or remedies against the purchaser and/or goods.

(b) In the event that the purchaser is not purchasing the goods for the purchaser's own use or consumption then until payment in full of the purchase price and all outstanding indebtedness has been made, the purchaser acknowledges and agrees as follows:

- (i) That the goods supplied are held by the purchaser as bailee to be sold by it as agent for and on behalf of the seller.
- (ii) That the purchaser shall if directed by the seller store the goods supplied in such a way that it is clear that they are the property of the seller.
- (iii) That the purchaser hereby irrevocably gives the seller, its agents and servants leave and licence without the necessity of giving any notice to enter on and into premises occupied by the purchaser to search for and remove any of the goods supplied to or in which the seller has ownership as aforesaid without in any way being liable to the purchaser or any person or company claiming through the purchaser. If for whatever reason the seller's goods are not available on demand the seller reserves the rights to

set out in clause 3. (b) (iii) To remove any other goods to the approximate value of the goods in question at the sellers discretion to compensate for the monies outstanding to the seller's.

The purchaser acknowledges that acceptance of these Terms and Conditions are a security agreement for the purposes of the Personal Properties Securities Act 2009 and that the customer authorises the seller to register a security interest in the goods applying from the date the purchaser obtains possession of them and that the purchaser irrevocably authorises the seller to enter premises occupied by the purchaser to remove goods and resell them to recover monies owed.

The purchaser agrees that the seller need not give any notice under the PPSA to the purchaser or any third party of any recovery action that it may take with respect to its security interest in any of the goods. The purchaser agrees that he/she will be liable for any fees, charges and expenses that the supplier may reasonably incur in enforcing any security interest.

4. GUARANTEES AND CONDITIONS: Except as provided in the next succeeding clause hereof no warranty or condition shall be implied herein against the seller by Statute, Common Law, Law Merchant or otherwise howsoever and no representation or express condition or warranty shall be binding on the seller unless it be in writing and signed for or on behalf of the seller Where the goods or any of them are subject to an express warranty given by the manufacturer thereof or the parties supplying the same to the seller in either case, being a warranty upon which the seller may rely, then the terms of such express warranty shall be deemed to be incorporated herein but without creating any privity of contract between the buyer and such manufacturers or supplier to the seller and in such case where a claim is made by the buyer and such manufacturers or supplier as the case may be, as to whether or not there has been a breach of the said warranty shall be final and binding upon the seller and buyer.

5. EXTENT OF LIABILITY:

- (a) The liability of the seller to the buyer shall not in any case exceed the purchase price of the goods in respect of which such liability of the seller to the buyer shall not be in any case exceed the purchase price of the goods in respect of which such liability arises and this limitation shall apply to liability howsoever arising whether in contract or in tort and;
- (b) In any case of liability in the part of the seller arising from breach of contract the seller shall be under no liability for damages or consequential loss to the buyer arising from such breach.

6. EXCLUSION OF LIABILITY: The seller shall not be responsible for any damages whatsoever caused either to the products supplied or as a result of the malfunction of such products in the event that such products are fitted by unqualified tradesmen or if such products be fitted in an untradesmanlike manner and/or if such products are in any way adapted to a use to which they are not specifically intended and/or if such products be

added to or repair by components not recommended or approved by the manufacturer of such products.

7. RETURNS AND CLAIMS: No goods are returnable after 7 days. Claims for shortages or damages must be lodged with the seller within 7 days of the receipt, quoting the invoice numbers and date.

8. OVERDUE ACCOUNTS: We reserve the right to charge interest at current bank rates on overdue accounts. The purchaser may be held liable for costs incurred in the collection of overdue accounts.