

TERMS & CONDITIONS OF SALE

GENERAL

1. These terms and conditions of sale apply to all sales of goods by Baker & McAuliffe Holdings Pty Ltd, trading as J.S.B. Lighting, ABN 15 059 756 811 ("JSB Lighting") to the exclusion of all others, including any terms and conditions of the proposed purchaser of the goods ("Purchaser") whether on the Purchaser's order form or otherwise.

2. By placing an order for goods with or taking delivery of goods from JSB Lighting, the Purchaser is deemed to have agreed to these terms and conditions.

PAYMENT

3. The Purchaser must pay the purchase price of goods in full before delivery unless JSB Lighting has previously agreed to supply those goods on credit account payment terms.

4. If JSB Lighting agrees to supply goods on credit account payment terms, the Purchaser must pay the purchase price of the goods on or before the end of the month immediately following the month in which the goods are invoiced.

5. JSB Lighting is under no obligation to continue to supply goods to the Purchaser on credit account payment terms and JSB Lighting may discontinue or vary credit account arrangements at any time.

6. JSB Lighting reserves the right to charge a late payment fee of 2.0% of the amount outstanding per month as an account fee on overdue accounts.

7. Purchasers of goods who are not subject to credit account payment terms may be required to pay a minimum deposit of 30% of order value upon placement of their order, with the balance being payable prior to delivery.

PRICE

8. The price of goods in a quotation issued by JSB Lighting is current as at the date of quotation and is valid for the period of 60 days after that date.

9. All prices are exclusive of Australian goods and services tax, as imposed under A New Tax System (Goods and Services Tax) Act 1999 ("GST"). The Purchaser must pay all GST subject to receipt of a tax invoice. The Purchaser must also pay all other applicable duties, taxes and levies in connection with the supply of goods. Without limitation, the Purchaser is responsible for any increases in duties, taxes or levies after the date of quotation.

DELIVERY

10. Goods are sold Free into Store to Australian capital city destinations unless otherwise stated. Freight to other destinations is to the Purchaser's account and at the Purchaser's risk.

11. Where the order value of goods is less than \$300 a delivery fee of \$25 will be applied.

12. If a delivery date is specified it is indicative only and, while JSB Lighting will endeavor to deliver within the time so specified, in no circumstances will JSB Lighting be liable for any loss or damage of any kind whatsoever caused directly or indirectly by the failure to meet the delivery date.

13. JSB Lighting's obligation to deliver goods to the Purchaser is suspended to the extent that it is unable to fulfill that obligation due to events beyond its reasonable control, including the failure of a third party to supply the goods, transportation problems, industrial disputes and the acts of any government or authority.

CLAIMS AND GOODS RETURNED FOR CREDIT

14. The Customer will be deemed to have accepted goods as being in good order and in accordance with the Purchaser's order unless it notifies JSB Lighting in writing within seven days of receipt of goods to the contrary.

15. Subject to the obligations of JSB Lighting under these terms and conditions in relation to defective goods, all returns of goods and the credit allowed upon the return of goods is at the absolute discretion of JSB Lighting. Without limiting this discretion of JSB Lighting:

- (a) a minimum 35% re-stocking charge will be applied to goods that JSB Lighting allows a Purchaser to return for credit;
- (b) goods will not be accepted for credit beyond 30 days from the date of supply;
- (c) the original invoice number must be quoted in relation to the return;
- (d) credit will only be allowed for goods sourced from a third party supplier if that supplier agrees to the return of the goods; and
- (e) JSB Lighting will not allow credit on the return of specialised or modified products.

16. If JSB Lighting agrees to accept the return of goods (other than defective goods), it is a condition of that return that the goods be in their original containers and not be shop soiled or damaged in any way. Returned goods may be rejected or credited at a reduced rate by JSB Lighting if this condition is not satisfied.

17. The Purchaser is responsible for all freight and other charges associated with the return of goods to JSB Lighting



WARRANTY

18. No express warranties are given by JSB Lighting in relation to goods other than those set out in these terms and conditions. To the extent permitted by law, all other warranties are excluded.

19. The liability of JSB Lighting to the Purchaser in connection with the supply of goods, including liability for defective goods, is limited to whichever of the following JSB Lighting may elect, namely, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired. To the extent permitted by law, JSB Lighting excludes all other liability, including liability in negligence. Without limitation, JSB Lighting will not in any circumstances be liable for any consequential or special damages, losses or expenses.

20. The Purchaser acknowledges that it has not relied on the skill or judgment of JSB Lighting, its employees or agents in determining whether the goods to be supplied are fit for any particular purpose or any design issues related to the use of the goods. To the extent permitted by law, JSB Lighting excludes all liability to the Purchaser in connection with the Purchaser's use of the goods or the suitability of the goods for that use.

21. JSB Lighting warrants that all goods supplied by it, other than light globes, are free from defects in materials and workmanship for a period of twelve months from the date of supply. This warranty will cease to apply if goods are subject to anything other than ordinary usage or are used in a manner that is not consistent with the manufacturer's directions.

22. Before returning any defective goods, the Purchaser must contact JSB Lighting and comply with the directions of JSB Lighting in relation to the return procedure. JSB Lighting is not liable for any costs associated with the removal or reinstallation of goods that are returned, replaced or repaired, including transport costs.

TITLE

23. Risk in the goods supplied by JSB Lighting will pass to the Purchaser immediately upon the goods being delivered to the Purchaser or the Purchaser taking control or possession of the goods (whichever is the sooner) and the Purchaser has the obligation to insure the goods after this time.

24. Title to goods supplied by JSB Lighting will not pass to the Purchaser until the Purchaser has paid for the goods in full. Until such time as the goods have been paid for in full, the Purchaser holds the goods as bailee only and must store the goods in such a manner as to show clearly that they are the property of JSB Lighting.

25. Until such time as the goods have been paid for in full, the Purchaser is at liberty to sell the goods, in the ordinary course of business, as agent for JSB Lighting and must account to JSB Lighting for the proceeds of sale.

DEFAULT

26. If the Purchaser does not pay JSB Lighting for goods on the due date for payment; an administrator, liquidator, receiver or receiver and manager is appointed to the Purchaser or any of its assets; a resolution is passed or an application is presented for the winding up of the Purchaser; the Purchaser becomes insolvent or enters into any arrangement with its creditors or the Purchaser commits any act of bankruptcy, JSB Lighting may do any of the following without prejudice to any other rights it has:

(a) withhold delivery of goods;

(b) require the Purchaser to immediately pay JSB Lighting all amounts for goods supplied;

(c) retake possession of any goods on which title has not passed to the Purchaser and for that purpose the Purchaser authorizes JSB Lighting by its employees or agents, to enter any premises where the goods may be situated;

27. The Purchaser indemnifies JSB Lighting against all costs and expenses (including legal costs on an indemnity basis) incurred by JSB Lighting in connection with the recovery or attempted recovery of amounts owing to it by the Purchaser.

CONTRACT

28. A quotation by JSB Lighting constitutes an invitation to the Purchaser to submit an order for the goods in the quotation. JSB Lighting may accept or reject an order and does not have any obligation to supply goods to the Purchaser until it has accepted the order for the goods from the Purchaser.

29. Once an order has been accepted by JSB Lighting, the Purchaser can not cancel the order without the prior consent of JSB Lighting. If JSB Lighting consents to the cancellation of an order, that consent is given on the condition that the Purchaser reimburse JSB Lighting for any costs, charges, expenses, loss of profit and consequential damage that JSB Lighting has or may suffer in relation to such cancellation.

30. The contract for the sale and purchase of goods between JSB Lighting and the Purchaser is governed by the law of New South Wales and the parties submit to the jurisdiction of the courts of New South Wales.

