

TERMS OF SALE

This agreement set out the terms under which the ANR CLEANING SUPPLIES PTY LTD ACN 620 524 549 (the **Seller**) provides goods or services to you (being the individual, company or legal person purchasing such goods or services) (the **Buyer**).

If the Buyer orders, accepts or pays for any goods or services after receiving or becoming aware of these terms, or otherwise indicates assent, then the Buyer is taken to have accepted these terms.

1. PURCHASE ORDERS

These terms will apply to all the Buyer's dealings with the Seller, including being incorporated in all agreements, quotations or orders under which the Seller is to provide goods or services to the Buyer (each a **Purchase Order**) together with any additional terms included in such Purchase Order (provided such additional terms are recorded in writing).

2. PAYMENT

2.1 PAYMENT OBLIGATIONS

Unless otherwise agreed:

- (a) If the Buyer issues an invoice to the Seller, payment must be made by the time specified on such invoice.
- (b) In all other circumstances, the Buyer must pay for all goods and services on or prior to delivery.
- (c) The Buyer must not set off any money alleged to be owing by the Seller against money due by the Buyer to the Seller.

2.2 GST

Unless otherwise indicated, amounts stated in Purchase Orders or in stores do not include GST. In relation to any GST payable for a taxable supply by the Seller, the Buyer must pay the GST subject to the Seller providing a tax invoice.

2.3 CARD SURCHARGES

The Seller reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).

3. DELIVERY

- (a) For goods to be delivered, the Seller may charge the Buyer for delivery at any time (notwithstanding that it may not have previously done so).
- (b) Where prices are stated as inclusive of delivery, delivery is to the delivery point specifically accepted by the Seller.

4. TITLE AND RISK

- (a) Until the price of goods is paid in full, title in those goods is retained by the Seller.
- (b) Risk in the goods will pass on delivery to the Customer. Delivery may not be refused by the Customer.
- (c) If the Buyer does not pay for any goods on the due date for payment, the Buyer authorises the Seller, its employees and agents to enter any premises occupied by the Buyer or any other place where the goods are located and use reasonable force to retake possession of the goods without liability for trespass or damage.
- (d) The Seller may at its option keep or resell goods retaken from the Buyer.
- (e) If the Buyer sells the goods or sells items into which the goods are incorporated before payment in full to the Seller, the Buyer acknowledges that such sale is made by the Buyer as bailee for and on behalf of the Seller, to hold the proceeds of sale on trust for the Seller, in an account in the name of the Seller, and must pay that amount to the Seller on demand.

5. RETURNS

5.1 RETURN OF GOODS

The Seller will only accept returns of goods if:

- (a) the goods are defective and the Buyer complies with the provisions of this clause 5; or
- (b) the Seller agrees in writing to accept return the goods.

If the Buyer fails to comply with the provisions of this clause 5 in respect of defective goods, the Buyer may, in its discretion, issue only a partial refund or no refund in respect of such defective goods, provided that nothing in this clause 5 is intended to limit the operation of any manufacturers' warranties which the Buyer may be entitled to or any rights of the Buyer which cannot be excluded under applicable law.

5.2 DEFECTIVE GOODS

Where the Buyer considers that any goods provided by the Seller are defective, the Buyer must promptly inform the Seller of that fact by either coming into a store of the Seller, by phone or by email. If the Seller agrees that the goods are defective, the Seller may issue a "Return Authorisation Number" for the defective goods.

5.3 REFUNDS

In order to obtain a refund, the Buyer must (unless otherwise directed by the Seller):

- (a) affix the Return Authorisation Number issued by the Seller to the defective goods;
- (b) pack the relevant goods in their original packaging including any accessories, manuals, documentation or registration shipped with the goods; and
- (c) return the goods to the Seller either in-store, or via courier subject to clause 5.4.

5.4 PICK-UPS

If the Buyer had received the defective goods by courier, the Seller may arrange a pick-up and advise the Buyer of the date of pick-up. Pick-up times are generally between 9am and 5pm Monday to Friday. There Buyer must ensure someone is in attendance at the pick-up point on the allocated date.

6. LIABILITY

6.1 LIMITATION

To the maximum extent permitted by applicable law, the Seller excludes completely all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this agreement or any goods or services provided by the Seller.

Goods sold by the Seller will have only the benefit of any warranty given by the manufacturer. All other express or implied representations and warranties are, to the maximum extent permitted by applicable law, excluded. Where any law (including the Competition and Consumer Act 2010 (Cth)) implies a condition, warranty or guarantee into these Terms which may not lawfully be excluded, then to the maximum extent permitted by applicable law, the Seller's liability for breach of that non-excludable condition, warranty or guarantee will, at the Seller's option, be limited to:

- (a) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
- (b) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

6.2 INDEMNITY

The Buyer agrees to indemnify the Seller and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from the Buyer or the Buyer's representatives use of any goods or services provided by the Seller.

6.3 CONSEQUENTIAL LOSS

Under no circumstances will the Seller be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated

savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by the Seller.

7. GENERAL

7.1 GOVERNING LAW

This agreement is governed by the law applying in New South Wales, Australia.

7.2 JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

7.3 AMENDMENTS

This agreement may only be amended by a document signed by each party.

7.4 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

7.5 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this agreement.

7.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior consent of each other party.