

TERMS AND CONDITIONS OF SALE

This version correct as at August 2010 (E.&O.E.)

1. PRICE

1.1 ▶ Unless otherwise stated all prices quoted are exclusive of freight, delivery costs, insurance and other charges in relation to the transfer of the Product from the Premises of Rapid Plas to the location designated by the Customer, all of which charges shall be payable by the customer.

1.2 ▶ Unless otherwise agreed in writing Rapid Plas reserves the right to vary all prices without notification.

1.3 ▶ Due to the expense of raising and processing an invoice a \$10.00 (plus GST) accounting or handling charge will be applied to all invoices under \$80.00 (plus GST).

2. RISK

2.1 ▶ Risk in the Product shall pass to the Customer upon the Product being allocated to this agreement Allocation by Rapid Plas or its third party supplier if applicable ("the Supplier").

2.2 ▶ Without limiting the generality of clause 2.1 all transit/carriage of the Product after Allocation shall be at the customers risk whether from Rapid Plas to the customer or the Supplier to Rapid Plas or the Supplier to the Customer and whether such transit/carriage is arranged by Rapid Plas the Supplier or the Customer.

2.3 ▶ Rapid Plas shall notify the Customer of Allocation and within 24 hours of receipt of notification the customer shall give Rapid Plas instructions as for delivery or collection of the Product.

2.4 ▶ From the time of passing of risk the Customer shall be responsible to insure the Product.

3. PAYMENT

3.1 ▶ Unless express agreement in writing is otherwise made the price shall be paid by the Customer in cash or by cheque upon the earlier of-

(a) Delivery/collection of the product, or

(b) Seven days after the risk in the Product has passed to the Customer which date is hereinafter called the Payment Date.

3.2 ▶ If the payment is made by cheque which is dishonoured Rapid Plas reserves the right to charge the Customer for accounting and bank charges and other fees incurred by it in respect of such dishonour.

3.3 ▶ It is acknowledged any failure or delay by the Customer in making payment will result in financial loss to Rapid Plas and in that case Rapid Plas reserves the right to recover from the Customer a default charge in addition to the price, such price to be calculated on a daily basis at the rate of 18% per annum upon the outstanding balance of the price and to be payable by way of liquidated damages for breach of contract and not by way of penalty.

4. GST

4.1 ▶ Unless otherwise stated, this is a GST Tax Invoice. GST is included in the invoice total.

5. DELIVERY DELAY

5.1 ▶ Every endeavour will be made by Rapid Plas to complete delivery within the period, if any stated, but no liability can be accepted by Rapid Plas for delay in delivery or non delivery.

6. TITLE TRANSFER

6.1 ▶ Notwithstanding that the risk in the Product may have passed to the Customer, the title shall remain with Rapid Plas until payment has been received in full. In the event of the Customer obtaining possession of the Product prior to making payment in full he shall-

(a) store the product separately from the property of any other person,

(b) at all times ensure that the Product is marked in some manner that will enable it to be identified as the property of Rapid Plas,

(c) not purport to mortgage charge transfer convey or otherwise deal with the Product without the prior consent of Rapid Plas, and

(d) at all times allow Rapid Plas access to the Product to inspect the same and to retake possession at its discretion.

7. EXAMINATION OF GOODS

7.1 ▶ The customer is responsible for immediate examination of the Product upon delivery and any deficiency or damage thereof must be reported to Rapid Plas in writing within 7 days of delivery otherwise no claim for such damage or deficiency shall be considered.

8. LIABILITY

8.1 ▶ Rapid Plas shall not be responsible for damage or fault in performance arising out of incorrect or inappropriate operation of the Product by the Customer. The Customer acknowledges that Rapid Plas gives no warranty as to fitness of the product for the intended application of the Customer and that the Customer has relied entirely upon its own evaluation thereof.

8.2 ▶ Except as expressly provided to the contrary in this agreement all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the Product are excluded. To the extent permitted by law Rapid Plas is hereby excused from all liability or any form of loss of damages whether incidental, special, consequential, general or otherwise (including loss of profit and revenue and notwithstanding that Rapid Plas may have been advised of such potential loss or damage) arising out of any breach by or fault on the part of Rapid Plas under or in connection with the supply of the Product any defect or alleged defect in the Product of any negligent act or omission breach of contract or howsoever.

8.3 ▶ To the extent that the Product or any component part thereof is supplied to Rapid Plas by a third party, the warranty offered by Rapid Plas in relation to the Product, or the component part thereof (as applicable) shall be limited to Rapid Plas's right of redress if any against the third party supplier arising out of any alleged fault/defect in the Product or component part thereof.

8.4 ▶ The terms and conditions in this agreement that purport to exclude or limit Rapid Plas's liability shall apply to the extent permitted by Law. Provisions of the Trade Practices Act 1974 (as amended) and other Statutes from time to time in force in Australia may imply warranties or conditions or impose obligations upon Rapid Plas that cannot be excluded, restricted or modified except to a limited extent. If any such statutory provisions apply then, to the extent to which Rapid Plas is entitled thereunder to do so, its liability under those statutory provisions shall be limited at the option of Rapid Plas to anyone or more of the following:

(a) if the breach relates to goods;

(i) the replacement of the goods or the supply of equivalent goods:

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) If the breach relates to service;

(i) the supplying of the service again; or

(ii) the payment of the cost of having the services supplied again.

8.5 ▶ The customer warrants that it has not relied on any representation made by Rapid Plas which has not been stated expressly in this agreement or upon any description or illustration or specifications contained in any document including any catalogues or publicity material supplied by Rapid Plas

9. CREDIT

9.1 ▶ Subject to clause 7 and 11 hereof no product may be returned to Rapid Plas nor credit allowed for such return without the prior approval of Rapid Plas.

9.2 ▶ Any application by the Customer to return the goods and receive a credit shall be in writing and shall state the reason for the return and the action requested by the Customer on the part of Rapid Plas.

9.3 ▶ Product wrongly ordered by the Customer and accepted for credit return by Rapid Plas shall be subject to a 15% re-stocking fee.

10. WARRANTY

10.1 ▶ All goods sold by Rapid Plas carrying a warranty period are subject to the manufacturer's terms and conditions of warranty.

10.2 ▶ Freight in all warranty claims is payable by the purchaser of the goods.

11. WARNING

11.1 ▶ In case of an electrical or any other fault in equipment or machinery sold by Rapid Plas operation must cease immediately and electrical supply must be disconnected as electricity can kill. Repairs must be undertaken by an authorised service centre or person. The customer agrees to accept all liability should equipment failure occur.

When using chemicals sold by Rapid Plas proper eye and clothing protection must be worn as harmful bodily injury can occur.

Equipment and or animals can cause injury or death - please take all precautions.

11.2 ▶ It is your responsibility as the purchaser to see any user understands and follows all safety rules, precautions and instructions.

11.3 ▶ If any of the provisions of this contract are unlawful or invalid by reason of any applicable statute or rule of law then such provisions shall be severed from the rest of this contract which shall remain valid and binding on the parties.

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