

## CONDITIONS OF CASH SALE

1. "ABP" means ABP Allboards Pty. Ltd. ACN 064 018 060.

1.1 Orders placed with ABP are subject to acceptance by ABP and the placing of an order or the payment of a deposit will be taken as an acknowledgement that the Applicant has read these Conditions of Sale and agrees to be bound by these Conditions of Sale.

### 2. Terms of Payment

2.1 The Applicant undertakes to pay all amounts as and when they become due and owing.

2.2 The Applicant acknowledges and agrees that ABP may, at its discretion, charge a service fee at the rate of 1.5 per cent per month on any overdue amounts and that in addition to the amount of the account the Applicant shall pay in full that service fee and any legal or collection fees or other outlays incurred in recovering any such overdue account and service fee.

2.3 The Applicant further undertakes that upon any change in the legal identity, structure or effective control of the Applicant that prior written permission must first be obtained from ABP.

### 3. Reservation of Title

3.1 "Default" shall mean:-

(a) Failure by the Applicant to pay any amount owing by the Applicant to ABP by the due date for any payment;

(b) External administration or act of Bankruptcy of any kind;

3.2 The legal ownership of any goods sold by ABP and delivered to the Applicant will be transferred to the Applicant only when the Applicant has made payment in full for all moneys owing to ABP, notwithstanding that the Applicant incorporates ABP goods into other goods so that they become part of the composite goods. Until all moneys owed by the Applicant to ABP Allboards are paid in full the Applicant may recover and keep the composite goods referred to in the last preceding sub-paragraph in the Applicant's capacity as fiduciary/agent of ABP Allboards.

3.3 This agreement shall apply notwithstanding payment of a deposit by the Applicant to ABP. Further, payment of a deposit will be no barrier to ABP taking enforcement action pursuant to this agreement.

3.4 Upon default being made by the Applicant, ABP may recover and resell the goods notwithstanding that the goods have been installed in any building, and/or institute proceedings for the price of those goods.

3.5 The Applicant will store any goods supplied by ABP in such a way that those goods are clearly the property of ABP.

3.6 Upon default being made by the Applicant, ABP by its employees or agents may enter the Applicant's premises for the purpose of recovering possession of the goods pursuant to sub-paragraph 3.3 above.

3.7 The risk of loss of ABP goods or damage or injury to ABP goods shall pass to the Applicant from the time that the goods are dispatched to the Applicant including the period the goods are in transit.

### 4. Warranty

4.1 The Applicant shall inspect the goods immediately on delivery and shall, within seven days of the date of arrival and such inspection, give notice to ABP of any matter or thing which the Applicant may allege that the goods are not in accordance with the contract. If the Applicant fails to give such notice, the goods shall be deemed to be in all respects in accordance with the contract and the Applicant shall be bound to accept and pay for the goods accordingly. Orders for goods received by ABP are not subject to cancellation or return.

4.2 In cases where the purchaser gives such notice, the liability of ABP to the Applicant shall be limited to any one of the following (at ABP's absolute discretion):-

(i) The replacement of the goods or supply of equivalent goods; or

(ii) The repair of the goods; or

(iii) replacing the goods or acquiring the equivalent goods; or

(iv) The payment of the cost of having the goods repaired.

### 5. Guarantee

IN CONSIDERATION of ABP agreeing to supply The Applicant, at the request of the Guarantor(s) listed herein, the Guarantor(s) DO HEREBY each and for their executors and administrators AGREE with you as follows:-

5.1 they shall be responsible to ABP for the due payment by the Applicant of all sums of money owing by the Applicant for all or any such goods and/or services as may from time to time hereafter be supplied to or on account of the Applicant.

5.2 This shall be a continuing guarantee to ABP for all debts contracted by the Applicant in respect of goods and/or services to be supplied by ABP to or on the authority of the Applicant and liability shall not be affected by the death of any guarantor.

5.3 ABP may without notice grant time or other indulgence to the Applicant and to treat us in all respects as if we were jointly and severally liable with the Debtor to you instead of being merely surety for the Debtor. Our liability under this obligation is joint and several.