

TERMS AND CONDITIONS OF SUPPLY

1. INTERPRETATION

In these Terms & Conditions ("T&Cs"):

"Company" means **Retail Security Pty Ltd t/a Secure Retailing** (ABN 69 124 200 513), PO Box 125, Narangba, Queensland 4504.

"Purchaser" means the purchaser named on the order/account application. "Goods" means the items supplied by Company to Purchaser. "Price" means the purchase price of the Goods including any fee or component for their supply and/or installation. "EAS" means Electronic Article Surveillance.

2. CONTRACT

- (a) All Goods are sold, and installation services thereof supplied, on these T&Cs, and these T&Cs constitute a separate contract in relation to each item sold by Company to Purchaser.
- (b) These T&Cs shall prevail over all Purchasers' conditions if inconsistent.
- (c) All representations, statements, terms and conditions not embodied in these T&Cs are expressly excluded to the full extent permitted by law.

3. PRICE

- (a) Unless otherwise stated, all prices quoted are:
 - (i) inclusive of any tax, duty, levy, charge (including in the nature of a goods and services tax) in respect of any product or service supplied by Company or fees paid to or received by the company.
 - (ii) exclusive of freight, postage, packaging, handling, insurance and any other expenses or charges unless otherwise stated.
- (b) Amounts shown in any document provided by Company shall be prima facie evidence of debts due from Purchaser to Company.

4. PAYMENT

- (a) Unless Purchaser has a credit account with Company, 100% of the price including any applicable freight charges, shall be payable at the time of placement of the order.
- (b) Where Purchaser has a credit account with Company, the price shall be paid **STRICTLY NET** in cash or by cheque or EFT as per the due date shown on the invoice, excluding EAS Systems or custom orders, where a minimum of 50% deposit of the price including any freight/install charges is payable at the time of placement of the order, with balance payable upon delivery of the Goods, unless otherwise agreed to in writing by Secure Retailing.
- (c) The Purchaser acknowledges and agrees that the terms of payment are as stated in para. 4. (a) and/or 4. (b) and in the event the account becomes overdue, Secure Retailing reserves the right to charge interest at the GIC (General Interest Charge) Rate published by the ATO (Australian Taxation Office) Note: The Published Rate as at Oct-Dec 2009 Qtr is 10.30% per annum, compounding daily.
- (d) **PayPal Payments** – Goods will be despatched when FULL payment has been received into our bank account from PayPal. Please allow 3-5 working days from payment for funds to be transferred from PayPal's account to our bank account.

5. RETENTION OF TITLE

- (a) (i) Notwithstanding any other clause contained herein the full legal and equitable title in the Goods shall be retained by Company its lawful successors in title and assigns and will only be transferred when Purchaser's indebtedness to Company or its lawful agents for the purpose under these T&Cs, together with any GST or interest payable is fully discharged.
(ii) Until the moment of receipt of full payment of all Purchaser's indebtedness as referred to in paragraph (a)(i) herein Purchaser shall keep the Goods for and on behalf of Company.
- (b) Notwithstanding any other clause contained herein the risk in all Goods shall pass to Purchaser upon delivery; all Goods must be paid for notwithstanding destruction or damage however caused.
- (c) Purchaser shall ensure that the Goods are stored so that they are clearly identifiable as Company's property and are not intermingled with other property. Purchaser shall not in any way alter or treat the Goods so as to change their quality or nature in any way until as aforesaid.
- (d) Payment of the amounts owed by Purchaser to Company under this Agreement shall be deemed to have been made when payment has been received in full and funds cleared in Company's Bank Account.
- (e) (i) Company authorises Purchaser to sell the Goods as Company's fiduciary agent for the account of Company only. Proceeds of sale are Company's property and Purchaser shall hold proceeds on trust for Company as fiduciary. Purchaser shall keep separate records of Goods sold and amount(s) received. Amount(s) received shall be held in a separate bank account.
(ii) While Company retains full legal and equitable title in the Goods Purchaser shall not bail, pledge, mortgage, charge, and grant a lien over, lease or assign the Goods by any other way of security. Only sales pursuant to para. (e)(i) are permitted.
(iii) Notwithstanding any period of credit allowed by Company, Purchaser shall account to Company for the purchase price of the Goods, (or such part thereof as represents the Goods on-sold) as soon as the Goods (or any of them) are on-sold by Purchaser and the proceeds of such sale are received by Purchaser.
- (f) In the event of Purchaser failing to pay for the Goods pursuant to these T&Cs or the determination or repudiation of the contract (howsoever occurring) Company is hereby irrevocably authorised to enter onto Purchaser's premises and re-possess the Goods and any other Goods in Purchaser's possession the property which is vested in Company. Company reserves the right in relation to the Goods until all accounts

owed by Purchaser to Company are fully paid to immediately, and without notice, enter Purchaser's premises (or the premises of any associated company or agent where the Goods are located) and re-take possession of the Goods without liability for trespass or any resulting damage and the right to keep or re-sell any Goods re-possessed.

- (g) Notwithstanding anything contained in these T&Cs, Company will be entitled to maintain an action against Purchaser for the purchase price.

6. DELIVERY AND RECEIPT OF GOODS

- (a) All Goods delivered by Company to Purchaser shall, to the fullest extent permitted by law, be deemed to have been received by Purchaser in good order and condition and in accordance with any applicable specifications as soon as the delivery docket has been signed by Purchaser, his carrier or agent.
 - (b) Company shall not be responsible for loss or damage to Goods in transit, unless the Goods were damaged by Company's own carrier.
 - (c) Company shall not be responsible for any loss or damage to Purchaser for any late delivery or non-delivery of Goods.
 - (d) Delivery of Goods shall be to the destination nominated in the purchase order unless Purchaser advises otherwise in writing.
 - (e) The risk in the Goods shall pass to Purchaser upon delivery or collection by Purchaser's agent or courier.

7. WARRANTY – EAS Systems ONLY – Excludes ALL Other Products.

- (a) If Goods are ordered without installation, Company will make good by (at its option) repair or supply of a replacement, defects in any Goods supplied by Company which appear within two years after delivery.
- (b) If Goods are ordered with installation, Company will make good by (at its option) repair, replacement or reinstallation, defects in any Goods supplied by Company or their installation which appear within two years after installation.
- (c) The warranty under subclause (a) shall not apply if:
 - (i) payment for the Goods was not made by the date stipulated;
 - (ii) the defect arose from abuse or inappropriate use;
 - (iii) the Goods have not been maintained in accordance with the manufacturer's specifications and instructions; or
 - (iv) the Goods were installed by a person other than in accordance with the manufacturer's specifications and instructions;
- (d) Except to the extent that the exclusion, restriction or modification of certain conditions, warranties and rights is prohibited in the context of these T&Cs, by the *Trade Practices Act 1974* (Cth) or any equivalent State or Territory legislation, any conditions, warranties or rights implied to Purchaser's benefit by legislation, conduct or common business practice are hereby excluded to the maximum extent permissible.
- (e) Without derogating from subclause (d), where a condition, warranty or right cannot be excluded but under section 68A of the *Trade Practices Act 1974* (Cth) or any equivalent State or Territory legislation may be restricted, Company's liability is limited to the replacement of the Goods or the supply of equivalent Goods or the repair of the Goods, or the payment of the cost of replacing the Goods or of acquiring equivalent Goods, or the payment of the cost of having the Goods repaired, and for the installation of those Goods the supplying of the services again or the payment of the cost of having the services supplied again.

8. WARRANTY – ALL Other Products

- (a) Inclusive of conditions under para. 7. above ALL other non EAS products carry a 12 month repair or replacement warranty (at Company's option).

9. PERFORMANCE CLAIMS – EAS Systems ONLY.

- (a) All descriptive specifications (including performance specifications), performance & capability claims given by Company or contained in Company's catalogue are approximations only and shall not form part of any contract unless certified by Company in writing.
- (b) Performance of Goods may be adversely affected by external or internal electromagnetic or electrostatic interference (e.g. from lights, televisions, computers, etc). This interference may not become apparent until after installation of the Goods and we will not be held responsible for any resulting affect on the Goods' performance.
- (c) Company shall not be liable for any loss, theft or damage of stock, fixtures or fittings resulting from a failure of the Goods to perform as claimed or intended howsoever arising.

10. PATENTS, PERMITS & LICENCES

- (a) Where Purchaser orders Goods custom-made, Company accepts no responsibility for patent infringements or claims for the payment of royalties for Goods produced to Purchaser's design or specifications.
- (b) Goods are produced for Purchaser with the understanding that Purchaser has obtained all necessary permits and/or licences.

11. CANCELLATIONS AND RETURNS

- (a) No order may be cancelled/varied without Company's written consent.
- (b) Purchaser shall not return Goods to Company without the prior written approval of Company, which Company may refuse at its sole discretion.

12. GENERAL MATTERS

- (a) These T&Cs are subject to the laws and courts of Queensland, Australia.
- (b) These T&Cs shall not be amended or varied except in writing signed by the Company; the Company may amend or vary these T&Cs by written notice to Purchaser.
- (c) The failure of the Company to enforce or exercise any right under these T&Cs will not constitute a waiver of any right.

By ordering and/or accepting delivery of Goods/Installation Services, Purchaser acknowledges it has read and understood the T&Cs set out above and accepts that all Goods/Installation services are sold on those T&Cs.