

CLASSICLITE LIGHTING (AUST) PTY LTD
TERMS AND CONDITIONS OF SALE

INTERPRETATION

1. 1.1 In The Conditions:
 - 1.1.1 "The Company" means ClassicLite Lighting (Aust) Pty Ltd ABN 21 103 412 095.
 - 1.1.2 "The Customer" means the purchaser of any goods from the Company.
 - 1.1.3 "Effective date" means 1st February 2005.
 - 1.1.4 "The Goods" means any products purchased by the Customer from the Company from time to time.
 - 1.1.5 "The Contract" means the contract for the sale and purchase of the Goods evidenced by acceptance of any order from the Customer by the Company.
- 1.2 Nothing in these Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any conditions, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) except to the extent permitted by law.

APPLICATION

2. 2.1 These Conditions shall apply to all goods supplied by the Company from and after the Effective Date and the Customer shall be deemed to have read and agreed to these Conditions prior to the placing of any order for the goods.
- 2.2 These Conditions shall prevail over all inconsistent Conditions of the Customer's Order, unless the Company expressly agrees otherwise in writing.
- 2.3 The Company reserves the right to vary, add or substitute these Conditions from time To time, and any such changes to these Conditions shall have effect from the date of Publication of such changes to its Customers.
- 2.4 No promise, representation or undertaking in relation to these Conditions shall bind the Company unless the Company expressly agrees otherwise in writing.

SHORTAGES AND TRANSIT DAMAGE, ETC

3. The Customer waives any claim for shortage of any Goods delivered, for any damage caused to the Goods while in transit to the Customer or for failure to supply Goods conforming to the Customer's order if a claim in respect thereof has not been lodged with the Company within seven (7) days from the date of receipt of the Goods by the Customer.

SPECIFICATIONS, DRAWINGS, ETS

4. 4.1 All specifications, drawings, data and particulars regarding in Goods stated by the Company are approximate only and any deviation shall not form rounds for any claim Against the Company. The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of the Contract.
- 4.2 Where specifications, drawing or other particulars are supplied by the Customer, the Company's price is based on estimates of quantities required. Should there be any adjustments in quantities above or below the quantities ordered by the Customer and set out in a quotation, then any such increase or decrease shall be adjusted on a unit rate basis according to unit price set out on this invoice.

PERFORMANCE

5. 5.1 Any performance figures given by the Company in relation to the Goods are estimates only. The Company shall be under no liability to the Customer for failure to attain such figures unless the performance of the Goods is specifically guaranteed in writing and any such written guarantee shall be subject to recognised manufacturing variations and tolerances applicable to the Goods.

DELIVERY OF GOODS

6. 6.1 Any delivery times advised by the Company to the Customer are estimates only and the Company shall not be liable to the Customer or any other person for late delivery or non-delivery.
- 6.2 No delay in delivery or dispatch of the Goods shall relieve the Customer of its Obligations to accept or pay for the Goods.
- 6.3 The Company reserves the right to deliver by portion and delivery by portion shall not Entitle the Customer to repudiate the Contract.
- 6.4 Delivery will be taken to have occurred when the Goods are off-loaded at the Customer's premises or (where Goods are collected from the Company) upon Collection by the Customer or his agent.

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RISK

7. All Goods shall be at the risk of the Customer after delivery.

WARRANTY

8. The Company warrants that light fittings supplied by ClassicLite will be free of manufacturing defects and will perform to ClassicLite's specifications subject to the following terms and conditions:
- 8.1 Extent of Warranty
This warranty extends only to the owner of the property in which the light fitting is installed ("Owner") for the duration of the Warranty Period.
- 8.2 Warranty Period
This warranty commences on the date of the installation of the light fitting and Continues for the benefit of the Owner for a period of one (1) year from the date Of installation ("Warranty Period").
- 8.3 Nature and Ambit of Warranty.
If within the Warranty Period either a manufacturing defect is discovered in a light Fitting or a light fitting fails to perform to ClassicLite's specifications as a result of Some defect in material or workmanship on ClassicLite ("Defect") then ClassicLite will, at its option, either repair the light fitting at no cost to the Owner or supply a Replacement light fitting on an F.I.S. basis.
- 8.4 Warranty Limitations
- (a) This warranty will not apply and, subject to paragraphs 4(c) and (d), ClassicLite will be under no liability whatsoever if the light fitting:
- (i) has not been installed by a qualified tradesperson; or
 - (ii) has been subject to misuse, neglect, negligence or accident; or
 - (iii) has been operated in any way contrary to any operating or maintenance instructions; or
 - (iv) has been improperly handed, installed or maintained, or
 - (v) has been altered or modified.
- (b) This warranty does not cover any lamps, tubes, starters, control gear or other components of light fittings that are subject to manufacturers' guarantees.
- (c) To the extent that the law permits or allows ClassicLite to exclude or limit its Liability, ClassicLite under this warranty:
- (i) accepts no responsibility for loss or damage (including consequential or special loss or damage) howsoever caused (whether by negligence or otherwise) which may be suffered or incurred or arise directly or indirectly in respect of any Defect; and
 - (ii) where warranties or conditions are implied by law, limits its liability to repair or replacement of the light fitting.
- (d) To the extent that the law permits or allows ClassicLite to exclude or limit its Liability:
- (i) ClassicLite's undertaking in paragraph 3 is the sole extent of ClassicLite's liability in respect of any Defect in a light fitting; and
 - (ii) except as expressly provided in this warranty, all terms, conditions, warranties, undertaking, inducements and representations, whether express or implied, statutory otherwise, are excluded.
- 8.5 The Company shall not be liable for and the Customer releases the Company from any claims in respect of faulty or defective design of Goods supplied unless such design has been wholly prepared by the Company and the responsibility for any claim has been specifically accepted by the Company in writing. In any event the Company's liability hereunder shall be strictly limited to the replacement of defective parts in accordance with these Conditions.
- 8.6 Subject to these Conditions, all express and implied warranties, guarantees and Conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded and the Company shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Goods or arising out of the Company's negligence or in any other way whatsoever.

PRICES AND GST

9. 9.1 Unless otherwise stated all prices quoted by the Company are net, exclusive of GST.

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PAYMENT

10. 10.1 The purchase price in relation to Goods shall be payable net and payment shall be

made in Australian currency on or before the Thirtieth (30th) day of the calendar month following the delivery of Goods unless other terms of payment are expressly stated on any Invoice for Goods.

- 10.2 Any fluctuations in the value of Australian currency as from the date of the Invoice shall be the responsibility of the Purchaser.
- 10.3 The Company reserves the right to charge interest at the rate of two percent(2%) per month on overdue accounts.
- 10.4 Any charges incurred by the Company in collecting or attempting to collect any overdue accounts (including the charger of a collection agency) shall be paid by the Customer on demand.

TITLE TO GOODS

- 11 11.1 The legal and equitable title to and property in the Goods will not pass until the Customer has paid all monies owed to the Company on any account whatsoever. Payment shall not be taken to occur until all cheques tendered in discharge of sums owing to the Company have been presented and cleared in full.
- 11.2 The Company reserves its right to enter upon any premises for the purpose of repossessing the Goods and without prejudice to any other rights of recovery available.
- 11.3 Until the Customer has paid all monies owed to the Company on any account whatsoever, the relationship of the Customer to the Company shall be as a fiduciary in respect of the Goods and accordingly:-
 - 11.3.1 the Customer shall store the Goods in such a way that they can be recognised as the property of the Company;
 - 11.3.2 upon re-sale of the Goods by the Customer, the Company shall have the right to trace the full proceeds of sale; and
 - 11.3.3 the Customer shall account forthwith to the Company for such proceeds of sale and the Company may recover from such proceeds of sale any monies then owing to the Company on any account whatsoever.

RETURN OF GOODS SOLD

- 12. 12.1 The Company shall not be bound to accept Goods returned by the Customer.
- 12.2 The return of Goods specifically manufactured to the Customer's order will not be Accepted under any circumstances.
- 12.3 Catalogue items may be accepted for credit if returned within thirty (30) days from the Date of delivery under cover of a Goods Return Note issued by the Company unused and in prime condition in their original packaging.
- 12.4 A handling fee of thirty percent (30%) of the invoiced price of the Goods returned will be charged to the Customer. The invoice number and delivery date of Goods returned must be supplied to the Company at the time of their return. Should the Company agree to returns of goods outside of 30 days from date of delivery then the Company reserves the right to charge a handling fee in excess of 30% depending on the time and condition of goods returned.
- 12.5 All goods are to be returned at the Customer's expense to the nearest ClassicLite Store.

DEFAULT BY THE CUSTOMER

- 13. 13.1 If the Customer makes default in any payment, commits any act of bankruptcy or enters into liquidation whether voluntary or involuntary, the Company may at its discretion suspend deliveries or cancel any Contract so far as it remains unperformed without prejudice to its rights thereunder.
- 13.2 The occurrence of any such default shall in no way prejudice the rights of the Company to recover any amounts due for Goods previously supplied to the Customer.

CANCELLATION OF ORDERS

- 14. No order may be cancelled by the Customer except with the consent in writing of the Company And on the condition that the Customer will indemnify the Company against all losses resulting from such cancellation.

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