

TERMS OF SALE – ENZED SUNSHINE COAST

The items described in this document and other documents or descriptions provided by Enzed Sunshine Coast, its subsidiaries and its authorised distributors are by this document offered for sale at prices to be established by Enzed Sunshine Coast, its subsidiaries and its authorised distributors. This offer and its acceptance by any customer ("Buyer") shall be governed by all of the following Terms. Buyer's order for any such good, when communicated to Enzed Sunshine Coast, its subsidiary or an authorised distributor ("Seller") verbally or in writing, shall constitute acceptance of this offer.

1 Terms of Sale:

All descriptions, quotations, proposals, offers, acknowledgments, acceptances and sales of Seller's products are subject to and shall be governed exclusively by the terms stated in this document. Buyer's acceptance of any offer to sell is limited to these terms. Any terms in addition to, or inconsistent with those stated in this document, proposed by Buyer in any acceptance of an offer by Seller, are by this document objected to. No such additional, different or inconsistent terms shall become part of the contract between Buyer and Seller unless expressly accepted in writing by Seller. Seller's acceptance of any offer to purchase by Buyer is expressly conditional upon Buyer's assent to all the terms stated in this document, including any terms in addition to, or inconsistent with those contained in Buyer's offer. Acceptance of Seller's products shall in all events constitute such assent.

2 Payment:

Payment shall be made by Buyer net 30 days from the date of delivery of the items purchased. Amounts not timely paid shall bear interest at the maximum rate permitted by law for each month or portion thereof that the Buyer is late in making payment. Any claims by Buyer for omissions or shortages in a shipment shall be waived unless Seller receives notice of that claim within 30 days after Buyer's receipt of the shipment. A charge of 2% per month of the original invoice value will be charged for late payments. If debt collection is required 10% of the original invoice value will be added to the bill. Title of the goods will pass to the purchaser only when Enzed Sunshine Coast has received full and final payment.

3 Delivery:

Unless otherwise provided on the face of this document, delivery shall be made FOB Seller's plant. Regardless of the method of delivery, however, risk of loss shall pass to Buyer upon Seller's delivery to a carrier. Any delivery dates shown are approximate only and Seller shall have no liability for any delays in delivery.

4 Warranty:

Seller warrants that the goods sold shall be free from defects in material or workmanship for a period governed by the manufacturer of the product, from date of invoice. This warranty comprises the sole and entire warranty pertaining to goods provided. Seller makes no other warranty, guarantee, or representation of any kind whatsoever. All other warranties, including but not limited to, merchantability and fitness for purpose, whether express, implied, or arising by operation of law, trade usage, or course of dealing are by this document disclaimed. Notwithstanding the foregoing, there are no warranties whatsoever on goods built or acquired wholly or partially, to buyer's designs or specifications. Nothing in this clause will operate to exclude, restrict or modify any condition, warranty, right or liability implied into this contract under the trade practices act or otherwise by law.

No warranty applies on customer supplied product. Product not used for its specified purpose will not be warranted. Product damaged in use will not be warranted. This is to be determined by Enzed Sunshine Coast. The maximum warranty period on any product is 12 months from date of invoice. Enzed Sunshine Coast declares that any warranty will be void unless Enzed or its representatives have the opportunity to inspect the product and the application of that product.

5 Limitation of Liability:

Seller's liability arising from or in any way connected with the goods sold or this contract shall be limited exclusively to repair or replacement of the goods sold or refund of the purchase price paid by buyer, at seller's sole option. In no event shall seller be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits arising from or in any way connected with this agreement or goods sold, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability.

6 Changes, Reschedules and Cancellations:

Buyer may request to modify the designs or specifications for the goods sold as well as the quantities and delivery dates of the items, or may request to cancel all or part of this order, however, no such requested modification or cancellation shall become part of the contract between Buyer and Seller unless accepted by Seller in a written amendment to this document. Acceptance of any such requested modification or cancellation shall be at Seller's discretion, and shall be upon such terms as Seller may require.

9 Taxes:

Unless otherwise indicated on the face of this document, all prices and charges are exclusive of excise, sales, use, services or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the items sold pursuant to this contract. If any such taxes must be paid by Seller or if Seller is liable for the collection of such tax, the amount of that tax shall be in addition to the amounts for the goods sold. Buyer agrees to pay all such taxes or to reimburse Seller upon receipt of its invoice. If Buyer claims exemption from any sales or other tax imposed by any taxing authority, Buyer shall save Seller harmless from and against any such tax, together with any interest or penalties on that tax which may be assessed if the goods are held to be taxable.

11 Force Majeure:

Seller does not assume the risk of and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller ("Events of Force Majeure"). Events of Force Majeure shall include without limitation, accidents, acts of God, strikes or labour disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, droughts, delays or failures in delivery of carriers or suppliers, shortages of materials and any other cause beyond Seller's control. If an Event of Force Majeure occurs Seller may notify Buyer in writing of the termination of the contract and Seller shall not in consequence of the termination of the contract be liable for damages but Buyer shall pay Seller a portion of the purchase price proportionate to the work actually done and materials delivered up to the date of the termination of the contract.

12 Entire Contract/Governing Law:

The terms stated in this document, together with any amendments, modifications and any different terms expressly accepted by Seller in writing, shall constitute the entire contract concerning the goods sold, and there are no oral or other representations or agreements which pertain to the contract. This document shall be governed in all respects by the laws in force in the State of Queensland. The parties accept and submit to the nonexclusive jurisdiction of the courts of Queensland. No actions arising out of the sale of the goods sold or this document may be brought by either party more than two (2) years after the cause of action accrues.

Solcosta Pty Limited trading as Enzed Sunshine Coast