

HENSELITE (AUSTRALIA) PTY. LTD.

CLUB UNIFORMS TERMS AND CONDITIONS OF SALE

1. SUPPLY ON CREDIT

- a. Terms and conditions on which a credit account may be granted and operated are subject to change without notice.
- b. Payment of credit accounts must be made upon receipt of goods.
- c. Henselite reserves the right to take the following action against any customer outside its credit terms:
 - (i) Withhold supply and dispose of stock orders held;
 - (ii) Institute legal action for recovery of outstanding balance and costs incurred;
 - (iii) Terminate credit facilities;and Henselite shall not be liable to the customer for any loss or damage resulting directly or indirectly from such action.

2. RESERVATION OF TITLE

- a. The ownership of the goods delivered by Henselite to the customer ("the goods") is only transferred to the customer when he has paid all sums owing to Henselite whether under this or any other contract and until such time Henselite has a right to call for or recover the goods (for which purpose Henselite may enter the customer's premises by its servants or agents) and the customer is under an obligation to deliver up the goods to Henselite.
- b. Where Henselite has not been paid pursuant to this agreement or any other terms of payment in force between the parties and Henselite delivers the goods to the customer, then until disposed of by the customer in accordance with this provision, the customer agrees with Henselite to keep the goods in a fiduciary capacity for Henselite and the customer agrees with Henselite to store the goods in a manner that clearly shows the ownership of Henselite.
- c. Notwithstanding the provisions of the two preceding clauses, the customer may sell the goods to a third party in the course of business and deliver them to that third party provided that:
 - (i) Where the customer is paid by the third party, and Henselite has not been paid by the customer for the goods pursuant to this agreement or any other terms of payment in force between the parties, the customer holds the whole of the proceeds of sale on trust for Henselite; and
 - (ii) Where the customer is not paid by that third party, and Henselite has not been paid by the customer for the goods pursuant to this agreement or any other terms of payment in force between the parties, the customer agrees, at the option of Henselite, to assign his claim against the party to Henselite upon Henselite giving the customer notice in writing to that effect.
- d. For the purposes of giving affect to perfecting the agreement specified in paragraph (c) (ii), the customer will irrevocably appoint Henselite as attorney.
- e. The party agrees that these provisions apply notwithstanding any agreement, whether subject to this agreement or not, between the parties under which Henselite gives the customer credit.
- f. Notwithstanding anything contained in the preceding sub-clauses of this clause you accept all risk of loss or damage to the Goods, whether caused by you or not, upon delivery of the goods and will further indemnify us against all claims, demands, suits and actions for loss or damage caused by or arising from the handling, transport, storage, display or use of the goods after you have taken possession of the goods.

3. PRICES

- a. Prices are subject to change without notice except that quotes are valid for 30 days and orders received 31 days or more after the quote date will be invoiced at the price ruling at the date of despatch.
- b. Prices vary according to quantity ordered. Garment categories are produced separately so order totals for shirts, legwear, and outerwear cannot be combined to meet minimum order quantities.
- c. Any prices charged to individual club members for garments distributed by the club is at the clubs discretion and there is no obligation to comply with any recommended prices.

4. ORDERS

All orders must be confirmed in writing.

5. ORDER CANCELLATION

Cancellations will not be accepted unless authorised by the Club Uniforms Manager.

6. ART WORK

Art work and designs, other than those supplied for advertising and existing logo's supplied by the customer, remain the property of Henselite unless supplied in final form by the customer. Copyright may be purchased on newly created club logos.

7. FREIGHT

Freight cost is payable as charged.

8. OVERDUE ACCOUNTS

Accounts with statement balances in excess of 60 days will be charged an administration fee at the rate of 1.25% per calendar month. No further credit will be granted where accounts are overdue in excess of 45 days.

9. CLAIMS

Returns of garments will not be accepted without prior authorisation. Claims will only be considered if received by Henselite Club Uniforms within 14 days of receipt of goods.

- a. Garments must be in original packaging, in good order and condition and be accompanied by documentation showing:
 - Customer name, address and account number
 - Henselite invoice number
 - Reason for return and authorisation reference numberReturns of unpackaged stock will not be accepted.
- b. Return of faulty stock:
 - (i) Any claims for faulty stock must be fully documented and referred to the Club Uniforms Manager;
 - (ii) All items will be subject to inspection before credit can be considered, and accordingly acceptance of the goods by Henselite or its agent does not constitute acceptance of credits.
- c. As goods are made to order no claims will be accepted based on customer sizing error or change of mind.
- d. Claims that are accepted by Henselite will be credited at invoice price.

10. GOODS & SERVICES TAX

G.S.T. will be applied according to the Laws of Australia. (Export Sales are GST Exempt.)

Note:

In these terms "he", "his" and "you" are used generically for ease of reading and include "she" or "her" and must be read to include reference to the "customer" at all times whether an individual or a corporation. "Our", "us" and "Henselite" refers to Henselite (Australia) Pty. Ltd. ABN 85 004 447 894