

**Purchase Order**

From:

Shivom Enterprises Pty Ltd

TD/A UV'S Impex

8 Cawasinni Place, Wetherill Park NSW 2164

Phone: 0282062797 FAX: 0280077607

Email: info@uvsimpex.com.au

ABN: 44 125 550 325

To:

CASH SALE

CASH SALE

1/9 Bushells Pl

Phone: 04320

Email: cash@uvsimpex.com.au

#	Product Name	Product Qty.	No. of Carton	Order Price	Carton Price	Discount	Total Price	GST
1	Alsi (Lin Seed) Oil 100 ml	96.00	1.00	1.56	150.00	0.00	150.00	Y
	Total	96.00	1.00	1.56			150.00	
	GST						15.00	
	Gross Total						165.00	
	Test Order							

Terms And Conditions Of Sale :

THIS QUOTATION REMAINS VALID FOR 3 DAYS FROM THE ABOVE DATE AFTER WHICH A REVISED QUOTE MAY BE NECESSARY. ANY VARIATION TO THE ABOVE QUANTITIES MAY RESULT IN A VARIATION TO THE QUOTED PRICE.

I accept this quotation and certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Shivom Enterprises Pty Ltd T/A UV'S Impex which form part of, and are intended to be read in conjunction with this Quotation Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.

I authorise the supply of the Goods detailed above and certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Shivom Enterprises Pty Ltd T/A UV'S Impex which form part of, and are intended to be read in conjunction with this Request To Supply Goods Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Customer. I shall be personally liable for the performance of the Customer's obligations under this contract.

Order Submitted by**Authorized by****Customer Authorized
Signature**

Admin Shivom Enterprises Pty Ltd

CASH SALE CASH SALE

Shivom Enterprises Pty Ltd T/A UV'S Impex – Terms & Conditions of Trade

1. Definitions

- 1.1 "Shivom" shall mean Shivom Enterprises Pty Ltd T/A UV'S Impex, its successors and assigns or any person acting on behalf of and with the authority of Shivom Enterprises Pty Ltd T/A UV'S Impex.
- 1.2 "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by Shivom to the Customer.
- 1.3 "Guarantor" means that person (or persons) who agrees to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 "Goods" shall mean all Goods supplied by Shivom to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by Shivom to the Customer.
- 1.5 "Services" shall mean all Services supplied by Shivom to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Price" shall mean the Price payable for the Goods as agreed between Shivom and the Customer in accordance with clause 4 of this contract.

2. The Commonwealth Trade Practices Act 1974 ("TPA") and Fair Trading Acts ("FTA")

- 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

3. Acceptance

- 3.1 Any instructions received by Shivom from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by Shivom shall constitute acceptance of the terms and conditions contained herein.
- 3.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 3.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are binding and can only be amended with the written consent of Shivom.
- 3.4 The Customer shall give Shivom not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice). The Customer shall be liable for any loss incurred by Shivom as a result of the Customer's failure to comply with this clause.
- 3.5 Goods are supplied by Shivom only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

4. Price and Payment

- 4.1 At Shivom's sole discretion the Price shall be either:
- (a) as indicated on invoices provided by Shivom to the Customer in respect of Goods supplied; or
- (b) Shivom's current price at the date of delivery of the Goods according to Shivom's current Price list; or
- (c) Shivom's quoted Price (subject to clause 4.2) which shall be binding upon Shivom provided that the Customer shall accept Shivom's quotation in writing within three (3) days.
- 4.2 Shivom reserves the right to change the Price in the event of a variation to Shivom's quotation. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation due to unforeseen circumstances, or due to fluctuations in the currency exchange rate, customs or sea freight, or as a result of increases to Shivom in the cost of materials and labour) will be charged for on the basis of Shivom's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 4.3 Shivom may submit detailed progress payment claims in accordance with Shivom's specified payment schedule. Such payment claims may include the reasonable value of authorised variations and the value of any materials delivered to the site but not yet installed.
- 4.4 At Shivom's sole discretion, a discount of up to five percent (3%) of the total Price may be given to Customer if the invoice is paid on delivery. The Customer acknowledges and agrees that no discount shall apply to perishable Goods (including, but not limited to, dairy Goods or frozen Goods).
- 4.5 At Shivom's sole discretion a deposit may be required.
- 4.6 At Shivom's sole discretion:
- (a) payment shall be due on delivery of the Goods; or
- (b) payment shall be due before delivery of the Goods; or
- (c) payment for approved Customers shall be made by instalments in accordance with Shivom's payment schedule.
- 4.7 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due thirty (30) days following the date of the invoice.
- 4.8 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Customer and Shivom.
- 4.9 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

5. Delivery of Goods

- 5.1 At Shivom's sole discretion delivery of the Goods shall take place when:
- (a) the Customer takes possession of the Goods at Shivom's address; or
- (b) the Customer takes possession of the Goods at the Customer's nominated address (in the event that the Goods are delivered by Shivom or Shivom's nominated carrier); or
- (c) the Customer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Customer's agent.
- 5.2 At Shivom's sole discretion the costs of delivery are:
- (a) included in the Price (for delivery in the Sydney region only); or
- (b) in addition to the Price; or
- (c) for the Customer's account.
- 5.3 The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then Shivom shall be entitled to charge a reasonable fee for redelivery.
- 5.4 Shivom may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 5.5 The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that:
- (a) such discrepancy in quantity shall not exceed five percent (5%); and
- (b) the Price shall be adjusted pro rata to the discrepancy.
- 5.6 The failure of Shivom to deliver shall not entitle either party to treat this contract as repudiated.
- 5.7 Shivom shall not be liable for any loss or damage whatsoever due to failure by Shivom to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of Shivom.

6. Risk

- 6.1 If Shivom retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.
- 6.2 In the event that Shivom delivers Goods to the Client in a good condition, and the Customer has signed and agreed to the delivery and the condition, then if any of the Goods are damaged or destroyed following delivery, Shivom shall not be held liable for any cost, expense, or loss incurred or suffered as a result of the damaged Goods.
- 6.3 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Shivom is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Shivom is sufficient evidence of Shivom's rights to receive the insurance proceeds without the need for any person dealing with Shivom to make further enquiries.
- 6.4 Where the Customer expressly requests Shivom to leave Goods outside Shivom's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk and it shall be the Customer's responsibility to ensure the Goods are insured adequately or at all.

7. Title

- 7.1 Shivom and the Customer agree that ownership of the Goods shall not pass until:

- (a) the Customer has paid Shivom all amounts owing for the particular Goods; and
- (b) the Customer has met all other obligations due by the Customer to Shivom in respect of all contracts between Shivom and the Customer.
- 7.2 Receipt by Shivom of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Shivom's ownership or rights in respect of the Goods shall continue.
- 7.3 It is further agreed that:
- (a) where practicable the Goods shall be kept separate and identifiable until Shivom shall have received payment and all other obligations of the Customer are met; and
- (b) until such time as ownership of the Goods shall pass from Shivom to the Customer Shivom may give notice in writing to the Customer to return the Goods or any of them to Shivom. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
- (c) Shivom shall have the right of stopping the Goods in transit whether or not delivery has been made; and
- (d) if the Customer fails to return the Goods to Shivom then Shivom or Shivom's agent may (as the inviter of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated and take possession of the Goods; and
- (e) the Customer is only a bailee of the Goods and until such time as Shivom has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Customer owes to Shivom for the Goods, on trust for Shivom; and
- (f) the Customer shall not deal with the money of Shivom in any way which may be adverse to Shivom; and
- (g) the Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of Shivom; and
- (h) Shivom can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer; and
- (i) until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that Shivom will be the owner of the end products.

8. Defects

- 8.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify Shivom of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Shivom an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Shivom has agreed in writing that the Customer is entitled to reject, Shivom's liability is limited to either (at Shivom's discretion) replacing the Goods or repairing the Goods except where the Customer has acquired Goods as a consumer within the meaning of the Trade Practices Act 1974 (Cwlth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.

9. Returns

- 9.1 Returns will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 8.1; and
- (b) Shivom has agreed in writing to accept the return of the Goods; and
- (c) the Goods are returned at the Customer's cost within seven (7) days of the delivery date; and
- (d) Shivom will not be liable for Goods which have not been stored or used in a proper manner; and
- (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 9.2 Shivom will not accept the return of Goods for credit.
- 9.3 Non-stocklist items or Goods made to the Customer's specifications, or any dairy Goods are under no circumstances acceptable for credit or return.

10. Warranty

- 10.1 For Goods not manufactured by Shivom, the warranty shall be the current warranty provided by the manufacturer of the Goods. Shivom shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 10.2 To the extent permitted by statute, no warranty is given by Shivom as to the quality or suitability of the Goods for any purpose and any implied warranty, is expressly excluded. Shivom shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

11. Intellectual Property

- 11.1 Where Shivom has designed, drawn or written Goods for the Customer, then the copyright in those designs and drawings and documents shall remain vested in Shivom, and shall only be used by the Customer at Shivom's discretion.
- 11.2 The Customer warrants that all designs or instructions to Shivom will not cause Shivom to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Shivom against any action taken by a third party against Shivom in respect of any such infringement.
- 11.3 The Customer agrees that Shivom may use any documents, designs, drawings or Goods created by Shivom for the purposes of advertising, marketing, or entry into any competition.

12. Default and Consequences of Default

- 12.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Shivom's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 12.2 In the event that the Customer's payment is dishonoured for any reason the Customer shall be liable for any dishonour fees incurred by Shivom.
- 12.3 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify Shivom from and against all costs and disbursements incurred by Shivom in pursuing the debt including legal costs on a solicitor and own client basis and Shivom's collection agency costs.
- 12.4 Without prejudice to any other remedies the Builder may have, if at any time the Customer is in breach of any obligation (including those relating to payment), then any discount, markdown, reduction or special price, previously offered by Shivom to the Customer may be withdrawn, or cancelled, and the Price shall become Shivom's standard Price as at the date of the original sale.
- 12.5 Without prejudice to any other remedies Shivom may have, if at any time the Customer is in breach of any obligation (including those relating to payment) Shivom may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. Shivom will not be liable to the Customer for any loss or damage the Customer suffers because Shivom has exercised its rights under this clause.
- 12.6 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 12.7 Without prejudice to Shivom's other remedies at law Shivom shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Shivom shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to Shivom becomes overdue, or in Shivom's opinion the Customer will be unable to meet its payments as they fall due; or
- (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

13. Security and Charge

- 13.1 Despite anything to the contrary contained herein or any other rights which Shivom may have howsoever:
- (a) where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Shivom or Shivom's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Customer and/or the Guarantor acknowledge and agree that Shivom (or Shivom's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- (b) should Shivom elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify Shivom from and against all Shivom's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) the Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint Shivom or Shivom's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 13.1.

14. Cancellation

- 14.1 Shivom may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Shivom shall repay to the Customer any sums paid in respect of the Price. Shivom shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 14.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by Shivom (including, but not limited to, any loss of profits) up to the time of cancellation.
- 14.3 Cancellation of orders for Goods made to the Customer's specifications or non-stocklist items will definitely not be accepted, once production has commenced.

15. Privacy Act 1988

- 15.1 The Customer and/or the Guarantor/s (herein referred to as the Customer) agree for Shivom to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by Shivom.
- 15.2 The Customer agrees that Shivom may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Customer; and/or
- (b) to notify other credit providers of a default by the Customer; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Customer.
- The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 15.3 The Customer consents to Shivom being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 15.4 The Customer agrees that personal credit information provided may be used and retained by Shivom for the following purposes (and for other purposes as shall be agreed between the Customer and Shivom or required by law from time to time):
- (a) the provision of Goods; and/or
- (b) the marketing of Goods by Shivom, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.
- 15.5 Shivom may give information about the Customer to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Customer;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
- 15.6 The information given to the credit reporting agency may include:
- (a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number;
- (b) details concerning the Customer's application for credit or commercial credit and the amount requested;
- (c) advice that Shivom is a current credit provider to the Customer;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of Shivom, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customers credit obligations);
- (g) advice that cheques drawn by the Customer for one hundred dollars (\$100) or more have been dishonoured more than once;
- (h) that credit provided to the Customer by Shivom has been paid or otherwise discharged.

16. Unpaid Shivom's Rights

- 16.1 Where the Customer has left any item with Shivom for repair, modification, exchange or for Shivom to perform any other Service in relation to the item and Shivom has not received or been tendered the whole of the Price, or the payment has been dishonoured, Shivom shall have:
- (a) a lien on the item;
- (b) the right to retain the item for the Price while Shivom is in possession of the item;
- (c) a right to sell the item.
- 16.2 The lien of Shivom shall continue despite the commencement of proceedings, or judgment for the Price having been obtained.
17. **General**
- 17.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 17.2 These terms and conditions and any contract to which they apply shall be governed by the law of New South Wales and are subject to the jurisdiction of the courts of New South Wales.
- 17.3 Shivom shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Shivom of these terms and conditions.
- 17.4 In the event of any breach of this contract by Shivom the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
- 17.5 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Shivom nor to withhold payment of any invoice because part of that invoice is in dispute.
- 17.6 Shivom may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 17.7 The Customer agrees that Shivom may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Shivom notifies the Customer of such change.
- 17.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 17.9 The failure by Shivom to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Shivom's right to subsequently enforce that provision.