



PO Box 4144
Dandenong South Vic 3164
Ph 03 9791 4633 Fax 03 9794 5515
Email john@oils.net.au

TERMS AND CONDITIONS OF SUPPLY - 2010

1. Quotations:

- (a) All prices quoted by All Things Oil Pty Ltd ACN 118 971 369 ("the Company") are for immediate acceptance and are based on the current cost of goods.
- (b) The quotation may be subject to amendment before or after acceptance to meet any cost variation or general price change between the date of quotation and the date of delivery of the order.
- (c) Amounts quoted are fixed for thirty days after receipt of the quotation after which time amendments may be made to meet any cost variation, general price change, or variation of the Purchase Order.
- (d) When estimates are based on specifications, roughs, layouts, samples, dummies or printed, typewritten or other good copy, any extra work, or cost caused by any variation by the customer of his original instructions or by the customer's requirements being different from those originally submitted or described, may be charged by the Company to the customer.

2. Customer's Instructions:

Once accepted by the customer, the Company's written quotation shall be deemed to interpret correctly the customer's instructions whether written or verbal. Where verbal instructions only are received from the customer the Company shall not be responsible for errors or omissions due to the oversight or misrepresentations of these instructions. A written Purchase Order will ensure all instructions are clearly set out.

3. Acceptance:

The Company's quotation shall be accepted on these terms and conditions notwithstanding any inconsistencies which may be introduced by terms and conditions contained in the customer's order unless otherwise expressly agreed by the Company in writing.

4. Goods and Services Tax:

The Company shall be entitled to charge the amount of any Goods and Services tax payable whether or not included in the quotation. If there is any exemption from Goods and Services tax the customer must provide the appropriate authorisation at the time of acceptance.

5. Delivery and Payment:

- (a) Unless otherwise stated by the Company in writing, no discount applies and payment shall become due either on delivery or upon presentation of the next monthly statement of account.
- (b) The Company reserves the right not to begin, complete or deliver any orders for goods until the customer has paid the full amount on the invoice when it becomes due.
- (c) The Company reserves the right to set an upper limit on the credit available to the customer and reserves the right not to begin, complete or deliver goods on any order until the customer has made payments to the customer's outstanding account(s) to the Company's satisfaction.
- (d) The Company reserves the right to report to any default in payment by the customer to credit reporting agencies;
- (e) The Company reserves the right to commence legal proceedings to recover any outstanding monies from a customer including winding up proceedings and to recover all its costs including any administrative costs involved in such recovery proceedings.
- (f) Any goods not taken up by the customer within the period stated for delivery shall be paid for in full within one month from the date of expiration of that period. Any such goods which remain in the Company's possession are at the customer's risk.
- (g) Unless otherwise stated in writing by the Company prior to acceptance of the quotation, interest at the rate of 12 % per annum will be charged on overdue accounts. An account becomes overdue one month after the statement date on which it first appears.
- (h) Any date specified for delivery is given by way of estimate only and the Company shall not be in any way liable for any loss incurred by the customer howsoever ensuing as a result of failure to deliver by the estimated delivery date.

6. Title to the Goods

The Company retains full title to the goods notwithstanding:

- (a) delivery of the goods to the customer; and
- (b) possession of the goods by the customer.

7. Suspension of Supply:

The Company reserves the right to suspend the performance of any order until any monies outstanding by the customer, whether in relation to that order or some other order, are paid.

8. Cancelled Orders:

If the customer cancels any order the Company shall be entitled to be paid for the value of work done by it as at the date of cancellation including but not limited to the cost of all materials used and/or specially procured (the "cancellation value") plus an additional amount by way of cancellation fee equal to twenty per centum of the cancellation value.

9. Suitability of Goods:

No warranty is, or shall be, given that goods sold or work done is suitable in size, shape, capacity, quality or otherwise for the purpose for which the goods are bought or the work is done and the Company shall not be liable for any damages or loss howsoever incurred by the customer resulting from the unsuitability of the goods or the work, for any purpose for which the same may be used,

10. Liability:

The Company shall not be liable for indirect or consequential loss or for any loss to the customer arising from third party claims occasioned by delay in delivery.

11. Claims:

The customer shall inspect all goods immediately upon delivery. Any claims against the Company shall be made in writing within 3 working days of receipt of the goods by the customer. Subject to the customer's statutory right of rescission under section 75A of the Trades Practices Act or similar State or Territory laws, failure to give such notice shall deem the goods in accordance with the contract and the customer shall be bound to accept and pay for the goods. Any consignment of goods subject to such written notice shall be left intact until the Company has inspected those goods which the Company undertakes to do promptly. Any goods not left intact shall constitute a deemed acceptance and the customer shall have no claim in respect of those goods howsoever arising against the Company save to the extent that any claim may not be excluded by law. No claim made by the customer shall be recognised beyond this period.

12. Force Majeure:

Contracts and deliveries may be suspended by the Company in the event of any strike, lockout, trade dispute, fire, tempest, breakdown, riot, theft, crime, civic disturbance, war, force majeure, legislation, the inability of the Company to procure necessary goods due to any of the foregoing clauses, or any other occurrence preventing or retarding performance of the contract or delivery and no responsibility shall be attached to the Company for any delay, default, loss or damage due to any of the above causes or to any other cause beyond the control of the Company.

13. General Lien:

The Company shall in respect of all unpaid debts, due from the customer, have a general lien on all goods and property in its hands and shall be entitled, on the expiration of 14 days written notice to the customer to dispose of such goods or property as it thinks fit and to apply the proceeds towards such debts.

14. Saving:

No waiver or granting of any indulgence by the Company in respect of any one or more of the terms and conditions of this agreement, whether express or implied, shall release the customer from any other obligation or requirement set out herein.

15. Freight

All freight shall be ex. our premises unless otherwise specified by the Company.

16. Errors in Quotations:

The Company reserves the right to correct any obvious errors in quotations, estimates, etc., whether technical, stenographic or otherwise.

17. Credit:

The Company reserves the right to request that in the case of a new customer a credit check be conducted prior to the commencement of any order, regardless of its urgency, and the Company may in its discretion refuse to commence any such order until the results of that credit check are known.

18. Guarantees:

The Company reserves the right to request guarantees from the directors of companies and refuse to commence any orders if the directors refuse to provide the guarantees sought.