

All trade with Lyndons Pty Ltd (ACN 010 583 721) including, but not limited to any subsidiary or associated entity and as trustee of any trust from time to time (individually and together called "Lyndons") is in accordance with Lyndons' Trading Terms. For the full terms and conditions of trade, visit Lyndons' website at www.lyndons.com.au

- 1. Price:** The price of the goods is that stated in any quote issued by Lyndons, and/or any invoice. In addition, the Customer is liable to pay any change in duty, taxes or freight invoiced by Lyndons. All prices quoted are exclusive of GST.
- 2. Payment:** The Customer must pay for all purchases on delivery, or (if Credit Terms have been extended or Lyndons otherwise agrees in writing prior to delivery) within 30 days from the end of the month in which the invoice is generated, or within any alternative credit period granted in writing by Lyndons. Amounts payable by the Customer under the Credit Terms must be paid in full without deduction, retention or set-off of any kind and for any reason. Payment by credit card (including AMEX) will incur a surcharge payable by the Customer of 1.6% plus GST of the total invoice amount. In the event of any dishonoured or incomplete payment, a dishonour fee will be charged and is payable by the Customer immediately. In the event of dishonoured payment, the Customer will be liable for any fees or charges from Lyndons' financial institution (in addition to any charges by the Customer's financial institution or credit provider).
- 3. Interest and Administration fee:** Lyndons is entitled to charge the Customer interest on amounts not paid on delivery or within the credit period specified by Lyndons at a rate equivalent to 3% p.a. above the annual business overdraft interest rate of its principal banker, as determined and calculated by Lyndons, in its discretion; and if any account remains unpaid at the end of the second month after the invoice is generated, an immediate amount the greater of \$20.00 or 10.0% of the amount overdue for administration fees, which sum shall become immediately due and payable. The Customer acknowledges that this fee is a genuine pre-estimate by Lyndons of the loss, costs and expenses which shall be incurred by reason of the Customer's default in payment and the recovery thereof.
- 4. GST:** Each amount payable by the Customer under these terms in respect of a Taxable Supply by Lyndons is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999 (Cth).
- 5. Orders:** By placing any order for supply from Lyndons, the Customer acknowledges and agrees that the Trading Terms apply, and that any supply will be subject thereto. Lyndons is not required (notwithstanding any order, quote or other agreement) to allocate stock for the benefit of the Customer. The Customer will be liable for all transactions and expenses involving the Customer's account including any fraudulent use of the account by the Customer or any person authorised by the Customer to use the account or the Customer's employees, agents or contractors. The Customer will also be liable for any fraudulent use of the Customer's account which is directly or indirectly caused or contributed to by the Customer's negligence.
- 6. Charge over Customer's Property:** As security for payment to Lyndons of all moneys payable by the Customer and for the Customer's obligations generally under these terms, the Customer charges in favour of Lyndons the whole of the Customer's undertaking, property and assets (including without limitation all of the Customer's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Customer irrevocably appoints each Officer as the Customer's attorney to do all things necessary to create and register each such charge. Upon demand by Lyndons, the Customer agrees to immediately execute a mortgage or other instrument in terms satisfactory to Lyndons to further secure payment of the money payable by the Customer. If the Customer fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Customer acknowledges that Lyndons may execute such mortgage or other instrument as the Customer's attorney pursuant to the appointment of Lyndons as the Customer's attorney set out in the Trading Terms.
- 7. Cancellation or Variation of Orders:** An order which has been accepted by Lyndons can only be cancelled or varied with Lyndons' prior consent in writing. Lyndons may, at its discretion, refuse such request (by act or omission). In the event of any cancellation or variation of any order, the Customer shall pay to Lyndons all costs, loss of profits and/or expenses incurred (or to be incurred) by Lyndons as a result thereof, whether or not those amounts were incurred prior to or after the date of the cancellation or variation. The Customer will accept variation in quantities requested or ordered at plus or minus 5%, and will pay pro-rata for the actual quantity supplied and/or delivered. The internal records of Lyndons will be binding and conclusive evidence of what was supplied and/or delivered. The Customer acknowledges and agrees that orders may be varied, added to or amended by Lyndons at its discretion by giving written notice of the same to the Customer.
- 8. Suspension or Ceasing of Supply:** Lyndons may in Lyndons' complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products and Services to the Customer or amend the Trading Terms. If an Event of Default occurs, Lyndons may, without prejudice to Lyndons' other rights, call up moneys owed to Lyndons by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits and other costs arising from the Event of Default and/or take immediate possession of any Products and Services for which payment remains outstanding.
- 9. Delivery/Collection:** Lyndons accepts no responsibility for delivery, but may elect to arrange delivery, at its discretion. Lyndons will not be liable to the Customer or any other person in respect of any delivery, and the Customer must pay for all costs, fees, charges and/or other amounts associated therewith. The Customer authorises Lyndons to deliver Products to the place nominated by the Customer ("the Premises"), and to leave the Products at the Premises, whether or not any person is present to accept delivery. Lyndons shall not be liable on any basis whatsoever for loss suffered by the Customer after delivery to the Premises. Dates or periods for delivery stated in any order and/or invoice are approximate only and are not binding on Lyndons. Lyndons shall not be liable for any failure to deliver or for any delay in delivery of Products or provision of services occasioned by any cause whatsoever, whether or not beyond the control of Lyndons. The Customer will be deemed to have accepted delivery and liability for the Products upon the earlier of Lyndons notifying the Customer that the Products are available for collection, or when they are delivered to a carrier for delivery, or when they are delivered to the Customer's Premises (whether or not any person is present to accept delivery). Delivery may be effected by instalments (whether requested by the Customer or not), and from time to time (whether at the request of the Customer or as a result of stock availability), orders may be placed for delivery at specified time(s) in the future. In such an event, the Customer hereby agrees and acknowledges that each delivery by instalment shall be deemed to be sold under a separate invoice and shall be paid for separately. Any default, delay or omission by Lyndons in respect of any part delivery or instalment shall not entitle the Customer to treat any order (or any part thereof) as repudiated, cancelled or varied. If the Customer does not take delivery of the Products as and when delivered/notified by Lyndons the Products are available for collection, the Customer must pay all storage charges and all associated fees, costs and expenses, payable on demand by Lyndons. Any such storage will be at the Customer's risk. If time spent delivering exceeds 30 minutes or requires more than one attempt, the Customer must pay all costs, fees, charges and/or expenses relating thereto, plus a loading of 10% thereon to cover administration costs.
- 10. Claims and/or Disputes:** If any dispute arises concerning any order (including, but not limited to any measurement, quality, quantity, identity or authority, on any order, whether made in person, by telephone, by facsimile, email or computer generated order), the internal records of Lyndons will be binding and conclusive evidence of what was ordered and/or supplied. The Customer must inspect all Products delivered to the Customer or its nominated agent within 7 days (or such other time period notified by Lyndons from time to time) of delivery and/or must inspect all Products collected from Lyndons immediately upon collection ("Inspection Period") in order to ensure that Products delivered are as ordered by the Customer and are not delivered or invoiced as a shortfall or in a damaged state. The Customer must notify Lyndons within the Inspection Period if Products are found to be other than as ordered by the Customer or invoiced by Lyndons, or have been delivered in a damaged state. If the Customer has not notified Lyndons within the Inspection Period that Products delivered were not as ordered by the Customer, or that Products were delivered in a damaged state, then the Products will be deemed to have been delivered in good condition and as ordered by the Customer. Notwithstanding any claim made by the Customer under this section, the Customer must make payment in accordance with these terms, without deduction, retention or set-off of any kind for any reason.
- 11. Returns:** Products ordinarily sold by Lyndons as stock Products will not be returnable (other than in accordance with the Trading Terms) to Lyndons for credit to the Customer's account after the Inspection Period has elapsed unless Notice has been given in accordance with clause 10. For the avoidance of doubt, Lyndons shall not be required to accept the return of Products under any circumstances and will only, at its election, accept the return of Products which are undamaged and in a good and saleable condition, and which are not special orders. Any Products which are accepted by Lyndons for return and/or which have been accepted by Lyndons as defective or returnable as a result of notification within the Inspection Period will be returnable in accordance with clause 15.3 of the Trading Terms. Lyndons may, in its discretion accept the return of Products after the Inspection Period, in which instance the Customer agrees and acknowledges that: a restocking fee of not less than 15% of the price of those Products will be administered on the price of those Products to cover the restocking, repacking and other related charges. The Customer agrees and acknowledges that the restocking fee is a genuine pre-estimate of Lyndons of the loss, costs and expenses that will be incurred by Lyndons in connection with the return. All Products returned to Lyndons shall be accompanied by the original invoice number be in as new and saleable condition, and must comply with any terms of return specified by Lyndons prior to or upon acceptance of the return. All Products manufactured to the Customer's special order and not sold ordinarily by Lyndons as stock Products shall not be returnable to Lyndons, and nor shall the Customer be entitled to any rebate, reduction, refund, discount or set-off in respect of such Products.
- 12. Liability:** Lyndons will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by Lyndons, its employees, contractors or agents. Lyndons will not be liable for any claim or amount arising after the delivery or collection of Products (or at all once goods have been unpacked, modified, on-sold or otherwise used or applied) after which the Customer acknowledges and agrees that it will be deemed to have unconditionally accepted the same. The Products are deemed to be defective only in accordance with clause 15 of the Trading Terms. Where Products are defective Lyndons may, at its discretion, and subject to the Customer first restoring the unencumbered ownership and possession of the Products to Lyndons, elect to replace the Products; or repair the Products or reimburse the Customer for the cost of repairing the Products; or in the case of Products being in the nature of services, re-supply the services; or if payment of the purchase price for the Products has not been made by the Customer - release the Customer from any obligation to pay the purchase price; or if payment of the purchase price for the Products has been made by the Customer - refund the purchase price to the Customer and/or credit the Customer's account for the amount of the purchase price for the Products, subject to the Customer. The Customer will otherwise refer to the Trading Terms for their full meaning and effect.
- 13. Exclusions:** To the extent permissible at law (including, but not limited to under the CCA), and without purporting to limit the obligations thereunder: If Lyndons publishes materials about its Products and prices, any part which is incompatible with the Trading Terms is expressly excluded; The Customer agrees and acknowledges that it will rely on its own knowledge and expertise in choosing any Product for any purpose, and does not rely on any advice, information or assistance given for or on behalf of Lyndons, for any reason; The order and/or supply of Products is the responsibility of the Customer alone, and is at the Customer's risk. Lyndons is not deemed to have given any advice and/or made any representation in respect of the sale and/or supply of the Products. Except as expressly provided to the contrary in the Trading Terms, all terms, conditions, warranties, undertakings, inducements or representations whether express or implied and all liabilities, statutory or otherwise, relating to the manufacture, hire, use or supply of the Products and/or the Customer's obligations under the Trading Terms are expressly excluded and Lyndons will not be liable for any claim for direct, indirect and/or consequential loss or damage arising out of or contributed to by the manufacture, hire, use, supply, storage (or otherwise) of the Products. Except as expressly provided to the contrary in the Trading Terms, Lyndons is not bound by any warranty, and the Customer agrees not to make claim against Lyndons in relation to any warranty, in respect of the Products ordered and/or supplied.
- 14. Certification:** A statement signed by an Officer certifying the amount of any moneys payable by the Customer, or identifying any products and services, as being "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.
- 15. Notification of Change of Details:** The Customer will provide written notice to Lyndons of any change in the Customer's structure or management, including any change of director, shareholder, partnership, trusteeship or address within 7 days of the change.
- 16. Set-Off:** Lyndons may at any time set-off amounts owed by Lyndons to the Customer against amounts owed by the Customer to Lyndons.
- 17. Continuing Guarantee:** All guarantees under or related to the Trading Terms will be continuing guarantees and will terminate only with Lyndons' written agreement.
- 18. Property:** Where Products are to be supplied by way of sale, property in the Products shall not pass until the Customer has paid all money owing to Lyndons in full. Risk in the Products passes to the Customer at the time of delivery. The Customer holds the Products as fiduciary bailee and agent for Lyndons and must keep the Products physically separate from all other goods of the Customer, and clearly identified as owned by Lyndons until payment of all moneys owed by the Customer to Lyndons. If an Event of Default occurs, then without prejudice to Lyndons' other rights, Lyndons may, without notice to the Customer enter any premises occupied by the Customer or any other place where the Products may be and recover possession of the Products. If the Customer sells any of the Products supplied while money is owed to Lyndons, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds. If the Products are resold, or goods and/or services using the Products are manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for Lyndons. Such part of the book debts and proceeds will be deemed to equal in dollar terms the amount owed by the Customer to Lyndons at the time of the receipt of such book debts. The Customer must not assign or grant a security interest in respect of such book debts without Lyndons' prior written consent. If the Customer uses the Products in some manufacturing process of its own or of some third party, then the Customer shall hold such part of the proceeds of such manufacturing process as relates to such Products in trust for Lyndons. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to Lyndons and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such Products will be discharged.
- 19. Personal Property Securities Act (Cth) 2009 ("PPSA"):** In consideration of Lyndons supplying Goods to the Customer, the Customer by signing these Credit Terms grants to Lyndons: a purchase money security interest, as defined in the Personal Properties Securities Act 2009 ("PPSA") in the Goods and any proceeds of sale of the Goods ("PMSI") to secure the purchase price of the Goods. The costs of registering a financing statement will be paid by the Customer and may be debited against the Customer's account. The Customer agrees not to do or permit anything to be done that may result in the PMSI granted to Lyndons ranking in priority behind any other security interest (as defined in the PPSA), and that valuable consideration has been provided for the granting of the securities herein. The Customer will take such further steps (including obtaining consents, supplying information, signing forms or executing documents) which may be required by Lyndons to take further or better security under the PPSA in respect of the Goods and proceeds of sale of the Goods or to maintain the effectiveness or priority of any security interest under the PPSA. The Customer agrees that nothing in sections 125, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA shall apply to this Agreement, and contracts out of the PPSA in the terms set out in the Trading Terms on Lyndons' website at www.lyndons.com.au
- 20. Effect of Other Terms:** These terms are supplemented by the Credit Terms and the Trading Terms on Lyndons' website at www.lyndons.com.au from time to time, and are in no way affected or amended by any other express or implied terms. No terms of the Customer apply to any agreement between the Customer and Lyndons.
- 21. Expenses:** The Customer must pay to Lyndons any costs, charges and expenses (including all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by Lyndons in connection with the entry into the Trading Terms, the exercise or attempted exercise of any power, right or remedy under the Trading Terms and/or the failure of the Customer to comply with the Trading Terms.
- 22. Service of Notices and Documents:** All notices or documents required to be given to Lyndons for the purposes of the PPSA must be given in accordance with the PPSA. Any notices or documents required to be given by Lyndons to the Customer if they are provided to the last address for the Customer known to Lyndons;
- 23. Application of Moneys Received:** If Lyndons receives or recovers money in respect of a debt of the Customer, Lyndons may use the money to pay off whichever debt or part of a debt Lyndons chooses and is not compelled to apply the money as directed by the Customer or any other person.
- 24. Indemnity:** The Customer will indemnify Lyndons (including, but not limited to, its employees, directors, contractors and/or agents) in relation to any direct or indirect loss, liability, costs (including legal costs on a full indemnity basis), expenses or damage suffered by Lyndons or any other person as a result of the Customer's negligence or breach of the Trading Terms, and arising from any claim, demand, suit, action or proceeding against Lyndons (or its employees, directors, contractors and/or agents) arising out of or in connection with any breach of the Trading Terms and/or use of the Products. Each indemnity is a continuing obligation, separate and independent from any other obligations of the Customer and survives termination, completion and expiration of any order, agreement or arrangement between the Customer and Lyndons.
- 25. Trust:** These terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.
- 26. Severance:** Each clause, subclause and part of these terms is separate and independent. If any clause or subclause or part is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.
- 27. Waiver:** Any waiver by Lyndons must be in writing signed by Lyndons. In the event that Lyndons elects not to exercise any of Lyndons' rights arising in connection with the Trading Terms, Lyndons' election will not constitute a waiver of any rights relating to any other breach of the Trading Terms.
- 28. Application of Laws:** These Trading Terms are governed by the laws of the state as determined by Lyndons in its sole discretion. The Customer submits to and consents to the laws of the state (as determined by Lyndons in its sole discretion) having jurisdiction over the Trading Terms.
- 29. Definitions & interpretation:** definitions in these terms are the same as defined in the Trading Terms, being the terms and conditions of trade available at www.lyndons.com.au