

TERMS AND CONDITIONS OF SALE

Newell Australia Pty. Ltd t/a Newell Rubbermaid Office Products (ABN 68 075 071 233) (ACN 075 071 233) shall only supply goods to you on the following terms and conditions unless we agree, in writing, to vary these TERMS AND CONDITIONS OF SALE.

- 1. Payment**
 - 1.1 All invoices are due and payable in full on the last banking day of the month following the date of invoice.
 - 1.2 Should you fail to pay your invoices by the due date then:
 - (a) we may charge interest on any overdue invoice at the penalty rate fixed under the Penalty Interest Rate Act 1983 (Victoria) calculated and payable daily, compounded from the due date until the invoice is paid in full;
 - (b) you shall pay all our costs and expenses (including legal costs determined as between solicitor / own client and mercantile agents fees) which may be incurred in the recovery or attempted recovery of the overdue amounts from you.
 - 1.3 **Company's right of set off**

We may set off any amount owed by us to the customer from any amount due by the customer to us.
- 2. Ordering**
 - 2.1 An order for Goods constitutes an offer to purchase the Goods by the Customer subject to the TERMS AND CONDITIONS OF SALE.
 - 2.2 We may from time to time in our absolute discretion vary the TERMS AND CONDITIONS OF SALE.
 - 2.3 We may at our absolute discretion decline any order either in whole or in part.
 - 2.4 **Minimum Orders**

We reserve the right to specify the minimum order value which we shall accept from time to time.
- 3. Pricing and Delivery**
 - 3.1 The price of goods is to be calculated by reference to our current price list, which is subject to alteration without notice.
 - 3.2 The customer agrees that the delivery docket signed, whether by any employee of the customer or any other person signing for or on behalf of the customer, shall be conclusive evidence of delivery.
- 4. Goods and Services Tax ('GST')**
 - 4.1 **Prices**

All prices will be quoted inclusive of GST. Invoices will be issued in the prescribed form as set out by Section 195-1 of the 'A New Tax System (Goods and Services Tax) Act 1999 (Cth)' and the related imposition Acts of the Commonwealth ('The GST Law').
 - 4.2 **Other Terms**

Any discounts or other terms agreed between the customer and Newell Australia Pty Ltd t/a Newell Rubbermaid Office Products will be calculated on and applied to the Purchase Price exclusive of GST.
 - 4.3 **Payment for GST**
 - (a) **Liability for GST**

If GST is imposed on any supply made by Newell Australia Pty Ltd t/a Newell Rubbermaid Office Products pursuant to these TERMS AND CONDITIONS OF SALE ('Terms and Conditions'), the customer must pay to Newell Australia Pty Ltd t/a Newell Rubbermaid Office Products, in addition to any consideration payable, or to be provided by the Customer under these Terms and Conditions for supply, an additional amount for supply calculated by multiplying the prevailing GST rate by the consideration for the relevant supply payable, or provided, (without any deduction or set-off) by the Customer under any other clause in these Terms and Conditions. Any amount payable is payable upon demand by Newell Australia Pty Ltd t/a Newell Rubbermaid Office Products whether such demand is by means of any invoice or otherwise. 'GST' means the tax imposed pursuant to the GST law.
 - (b) **Apportionment of Payment**

If any part of the Purchase Price is referable to both a Taxable Supply and anything that is not a Taxable Supply, the GST-exclusion portion of the purchase price shall be determined by Newell Australia Pty Ltd t/a Newell Rubbermaid Office Products.
 - (c) **Adjustments**

Where Newell Australia Pty Ltd t/a Newell Rubbermaid Office Products determines on reasonable grounds that an adjustment is required to the purchase price, it will promptly issue any 'Adjustment Notes' that are prescribed by the GST law.
- 5. Reservation of Title**
 - 5.1 You acknowledge that the ownership of and title in the Goods delivered by us to you ('the Goods') will remain with us until:
 - (a) the full purchase price and all other amounts owing to us by you in respect of those Goods ('Newell Australia Pty Ltd t/a Newell Rubbermaid Office Products Debt') are paid; or
 - (b) you sell or dispose of the Goods in the ordinary course of business.
 - 5.2 While title in the Goods remains with us, you:
 - (a) do not have any title in the Goods and shall, while possessed of the Goods, hold only as a fiduciary bailee for us;
 - (b) must ensure that the Goods are not damaged or defaced;
 - (c) must not sell or dispose of the Goods other than pursuant to clause 5.1(b); and
 - (d) must store the Goods separately so that they are clearly identifiable and easily cross-referenced to particular invoices.
 - 5.3 If you fail to pay the Newell Australia Pty Ltd t/a Newell Rubbermaid Office Products Debt by the due date for payment and title in the Goods remains with us, we or our agents may recover possession wherever the Goods may be and you must assist and indemnify us in relation to such recovery.
 - 5.4 If Goods are sold pursuant to clause 5.1(b), you must keep all the proceeds of sale in a separate bank account so that the proceeds are separately identifiable from other monies of yours until the Newell Australia Pty Ltd t/a Newell Rubbermaid Office Products Debt is paid.
 - 5.5 We may require you to register a charge over the debt pursuant to section 263 of the Corporations Law.
 - 5.6 The rights given to us under this clause 5 are without prejudice to any other rights that we may have in law or equity in respect of the supply of Goods.
- 6. Risk**
 - 6.1 Notwithstanding the provisions of Clause 5 you accept all risk of loss and damage to the Goods, whether caused by you or not, following the delivery of the Goods.
- 7. Return of Goods**
 - 7.1 we will not accept returns for credit without prior authorisation.
 - 7.2 any Goods which you return for credit will only be accepted if they are in the original packaging and in saleable order and condition.
 - 7.3 If we authorise the return of Goods, the Goods must be carried by our nominated carrier.
- 8. Withholding Supply**
 - 8.1 We reserve the right, irrespective of whether or not an order has been accepted and without notice to you, to withhold supply to you and we will not be liable for loss or damage resulting directly or indirectly from such action where:
 - (a) we have insufficient Goods to fill the order;
 - (b) the Goods ordered have been discontinued; or
 - (c) we have determined, in our absolute discretion, that credit should no longer be extended to you.
- 9. Modifications to Labels**
 - 9.1 You may not, without our written consent, alter, remove or obliterate any labels which we attach to the Goods.
- 10. Limitation of Liability**
 - 10.1 We exclude all statutory or implied conditions and warranties to the extent permitted by law.
 - 10.2 To the extent permitted by law, we limit our liability under any condition or warranty which cannot legally be excluded to:
 - (a) the replacement of the Goods or the supply of equivalent Goods;
 - (b) the repair of the Goods;
- 11. Governing Law**
 - 11.1 The laws of the state of Victoria govern our trading.
 - 11.2 You agree with us to submit to the non-exclusive jurisdiction of the Courts of Victoria and the Federal Court of Australia and agree that any legal proceedings may be heard in those Courts.
- 12. Claims**
 - 12.1 Any claims by you for short delivery must be made within 7 days of the delivery.
 - 12.2 Any other claims for adjustment to any invoice for any reason whatsoever must be made in writing within 30 days of delivery.
 - 12.3 Any claims by you associated with trade promotions in relation to our products must be made in writing within 3 months of completion of the trade promotion and must be accompanied by copies of all documents that are necessary to justify your claim.
- 13. Clerical Errors**
 14. We reserve the right to correct clerical errors without notification.