

TERMS AND CONDITIONS

PAYMENT - The total amount of the invoice is due and payable in full 30 days from the date of the invoice or that date as otherwise agreed in writing. We reserve the right to engage debt collection services for tax invoices not paid in accordance with our agreed payment terms. Additional fees incurred by the referral of the account to a third party, including interest at the rate of ...%, will be passed on to you.

TITLE - Title to and property in the supplies remains in CDM until payment in full is received by CDM, failure to make payment in full when due shall give CDM the right to avail itself of any legal remedy with or without notice, including repossession of the supplies.

RISK OF LOSS - The client assumes risk of loss or damage upon delivery of the supplies to the client or collection by the client

DELIVERY - Delivery will be made in accordance with CDM Australia established delivery schedule at the time of receipt of the clients order.

PRICING - Prices relate to point of delivery within the Perth Metropolitan Areas. Deliveries to locations beyond these areas are subject to freight and insurance charges.

TAXES - In addition to the prices shown above, the client agrees to pay the amount equal to any taxes resulting from this invoice, or any activities hereunder exclusive of taxes based on net income. Any personal property taxes assessed on the supplies after delivery by the carrier will be borne by the client. GST is added to the prices were applicable

WARRANTIES - CDM warrants that the supplies are free from defects in material and workmanship at the time of delivery or collection by the client as appropriate. All other warranties express or implied are excluded in the event that the supply of goods pursuant to this invoice is a supply of goods to a consumer as defined in the trade practice act 1974 nothing contained herein excludes, restricts or modifies any condition. Warranty, right or remedy which pursuant to that act applies to or is conferred upon the customer provided that to the extent that the act permits COM to limit its liability for a breach of a condition or warranty implied by that act then CDM's liability for such breach shall be limited to the payment of the cost of replacing the goods or of acquiring equivalent goods

LIMITATION OF LIABILITY - Subject to the forgoing CDM liability to the client for any cause what so ever and regardless of the form of the action whether in contract or tort including negligence shall be limited to actual damages up to an amount equal to the greater of the purchase price of the items causing the damage or \$1000. Under no circumstances will CDM be liable for any lost profits or other consequential damages arising out of the use of or inability to use the supplies even if CDM has been advised of the possibility of such damages The foregoing limitation of liability will not apply to the payment of cost and damages awards for personal injury or damage to personal property caused by CDM's negligence.

GENERAL - If any provisions of this invoice should be held to be unenforceable the remaining provisions shall not in any way be affected or impaired thereby

No action arising out of this order may be brought by either party more than three years after the cause of action arose except for nonpayment

CDM is not responsible for failure to fulfill its obligations including delivery due to strikes, fire, flood or any other cause whatsoever beyond its reasonable control

This order will be governed by the laws of Western Australia

CDM and the client agree that these terms and conditions shall constitute the entire agreement between the parties with respect to the purchase of supplies and no representation or warranty not expressed herein will be binding on CDM the forgoing terms and conditions will prevail notwithstanding any variance with the terms and conditions of any order submitted by the customer in respect to the purchase of supplies.