

OAK ENTERPRISES (A.C.N. 055 920 306) Trading as OAK TASMANIA and TAHUNE FIELDS - TERMS AND CONDITIONS OF SALE

Unless expressly waived or varied by us in writing, the following terms and conditions where applicable shall be deemed to be expressly included in all sales contracts and agreements arising from application for and acceptance of a credit account.

1. DEFINITIONS

- a) "Tahune Fields" shall mean Oak Enterprises A.C.N. 055 920 306 trading as Tahune Fields.
- b) "Goods" shall mean all goods and chattels supplied by Tahune Fields, and all charges for labour, fees, service charges, repair charges, materials including raw materials and components, and all other costs and expenses in relation to the supply of goods.
- c) "Customer" shall mean the person or persons, or corporation, association or group whose details appear in the attached application for credit account.

2. TERMS OF CREDIT

- a) Payment shall be made within 30 days from the end of the month in which the goods were purchased. Payment may be made by direct credit to Tahune Fields bank account by prior arrangement with Tahune Fields.
- b) Tahune Fields shall be entitled to charge interest at a rate of 1.25% per month, calculated daily on all overdue accounts from the date when payment becomes due.
- c) Any expenses, costs or disbursements incurred by Tahune Fields in recovering any outstanding amounts including fees of a debt collecting agency and/or solicitors fees shall be paid by the customer provided those fees do not exceed any fees actually charged to Tahune Fields. In the event that court action is taken by Tahune Fields against the Customer for a liquidated debt (which shall include interest pursuant to clause 2b) the Customer will pay interest on the judgement sum pursuant to S34 of the Supreme Court Civil Procedure Act 1932.
- d) Tahune Fields shall be entitled without notice to terminate any credit facility in the event of the Customer defaulting in any of the terms and conditions herein contained.
- e) Tahune Fields reserves the right during the continuance of this agreement to request such security or additional security as Tahune Fields shall think fit and shall be entitled to withhold supply of goods or credit until the requested security is obtained.

3. PASSING OF TITLE

- a) Title to any goods sold by Tahune Fields to the customer shall not pass to the customer until payment in full is made by the Customer to Tahune Fields for those goods.
- b) In the event that such payment is overdue Tahune Fields may recover and sell the products previously supplied. The customer covenants to return the products at any time before payment upon the reasonable request of Tahune Fields. Insofar as is necessary and for the purpose of recovering and selling the products Tahune Fields has all the relevant powers of conferred upon grantee of a bill of sale by s.41 (i) of the Bill of Sales Act (1900).
- c) Notwithstanding any provision in this clause, Tahune Fields should be entitled to maintain an action against the customer for the purchase price and the risk of the goods shall pass to the customer upon delivery.

4. RISK

Notwithstanding Clause 2a, risk in any products supplied by Tahune Fields to the Customer shall pass when such products are delivered to the Customer and the Customer shall indemnify Tahune Fields against any loss.

5. PRICING

- a) Prices for non-quoted goods shall be those current at the time of the receipt of the order by Tahune Fields.
- b) Prices quoted may be subject to withdrawal or variation at any time prior to the Customer notifying acceptance. If a quotation is not accepted within a period of thirty days from the date provided the quotation will no longer be binding on Tahune Fields, unless Tahune Fields notifies the Customer of its intention to be so bound.

6. RECEIPT OF GOODS

- a) All goods must be carefully checked by the Customer upon receipt. The Customer should check that the goods are correct as ordered in name, type, colour, quantity and condition. NOTE: The responsibility of ensuring the goods delivered are correct remains with the Customer, even when the goods are delivered to a third party on the Customer's instructions.
- b) Subject to Clause 6(c) and S. 74 of the Trade Practices Act 1974, no claims in respect of goods will be accepted by Tahune Fields after goods have been signed for in good order and condition. Any claims will be limited to the value of goods supplied.
- c) In the case of damaged goods, Tahune Fields shall not be responsible for any damage after the goods have been signed for and accepted by the Customer (or its nominated transport company or agent) unless specific details of any damage have been noted on the Tahune Fields delivery docket at the time of receipt.
- d) The Customer agrees that subject to clause 6(c), acceptance of the goods by the Customer (or its nominated transport company or agent) on an Tahune Fields delivery docket, shall be taken to have waived any future rights to claims of damage against Tahune Fields.

7. FREIGHT

- a) Customers who use commercial transport carry their own risk.
- b) Goods ordered are at the Customers risk from the date of despatch.
- c) Tahune Fields shall not be liable for any loss or damage due to circumstances beyond its control.

8. CLAIMS AND RETURN OF GOODS

- a) Any claim against Tahune Fields must be made in writing within seven (7) days of delivery of goods. Claims will not be considered unless they refer to the invoice number and date and state the reason for the claim.
- b) Returns can only be accepted if goods are not in accordance with the Customer's order and are returned within 7 days from receipt of goods. Goods returned will not be accepted without prior approval in writing by Tahune Fields of the claim. Goods must be in original condition and any returns will be collected by the carrier nominated by Tahune Fields unless freight is prepaid by the Customer.

9. CANCELLATION OR CHANGES TO ORDERS

Cancellation of, or changes to orders will not be accepted after the order has been committed for production unless such changes and/or cancellation are agreed to in writing by Tahune Fields.

10. CHANGE OF OWNERSHIP

Any change of ownership, legal status or financial position shall be advised forthwith to Tahune Fields. Should any trading occur on an account after a change of ownership, personal liability for all amounts owing will remain with the Customer and any guarantors until such time as Tahune Fields has been notified in writing of the change of ownership and issued a formal release of liability.

11. CONFIDENTIALITY

The Customer agrees that all manuals, price lists, merchandising material and any or all items displaying and logos or trademarks owned by Tahune Fields are property of Tahune Fields and shall remain confidential to the Customer. These items shall not be used for any purpose other than that intended, without prior written consent from Tahune Fields. Tahune Fields reserves the right to remove or recall any of the above items without notice.

12. JURISDICTION

All matters arising in connection with this Agreement shall be governed by the law of the State of Tasmania and all disputes to be settled shall be subject to the jurisdiction of the appropriate Court in the State of Tasmania.

13. SEVERABILITY

If it is held by any Court of competent jurisdiction that any part of this agreement is void, voidable or unenforceable then that part shall be severable from and shall not affect the continued operation of this Agreement.

14. CHANGES OR ALTERATIONS TO THIS AGREEMENT

The Customer agrees that the Agreement shall be the sole governing agreement in relation to the conduct of their trading account with Tahune Fields. Any relaxation of those terms shall not constitute a waiver of the rights of Tahune Fields under this Agreement. Any changes shall be effective subject to notification of the change being given not less than 28 days prior to the date the change is to be effective. The Customer will be deemed to be bound by the change unless it advises in writing of its objections within 28 days of its receipt of the notice of change.