

## CONDITIONS OF SALE

Date: 10 November 2018

### To the Purchaser

**By proceeding with an order  
or accepting delivery,  
the Purchaser agrees  
that the order has been purchased  
subject to these Conditions of Sale.**

### Regards

#### Vision Packaging (Aust.) Pty Limited

These Conditions of Sale shall form part of every sale by Vision Packaging (Aust.) Pty Limited.

#### INTERPRETATION In these Conditions of Sale

"**Vision**" means Vision Packaging (Aust.) Pty Limited and any of its Related Bodies Corporate and any agent of Vision Packaging (Aust.) Pty Limited and the successors and assigns of Vision Packaging (Aust.) Pty Limited.

"**Purchaser**" means a person, firm or corporation which has ordered the supply of Goods from Vision.

"**Consequential Loss**" means any loss of use, loss of income or profits, loss of business, contract or opportunity, loss of anticipated savings, loss of customer or customer losses, financing costs or any special, indirect or consequential loss or damage.

"**Goods**" means all goods and services ordered from and supplied by Vision whether or not included in any invoice which incorporates these Conditions of Sale.

"**GST**" has the meaning given in the GST Act.

"**GST Act**" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"**Vision premises**" means the premises from which the Goods are despatched by Vision.

"**Vision Sub-supplier**" means a person, firm or corporation from whom Vision has ordered the supply of Goods for the Purchaser's order.

"**Sub-purchaser**" means any person to whom the Purchaser may resell or resupply the Goods purchased from Vision.

"**PPSA**" means the *Personal Properties Securities Act 2009* (Cth).

"**Purchase price**" means the price of Goods set out in the invoice sent by Vision to the Purchaser or in the absence of an invoice, the price shown in Vision's current price list or Vision's normal selling price in respect of Goods notified by Vision to Purchasers from time to time, but excluding freight and/or delivery charges or any hiring charges on any invoice or statement of account.

"**Related Bodies Corporate**" takes its meaning from section 50 of the *Corporations Act 2001* (Cth).

"**Supply**" includes sale and supply of Goods.

The singular number includes the plural and vice versa; the masculine gender includes the other genders and words denoting persons include corporations, unless the context otherwise requires.

### PRICING

1. **Tax.** Prices quoted by Vision are exclusive of any tax, duty or other levies.
2. **Verbal Quotations.** Verbal quotations given by Vision are subject to written confirmation by Vision which will be given when requested by the Purchaser.
3. **Price Changes.** Prices quoted by Vision are subject to change prior to the order confirmation. Should significant cost increases occur such as a volatile AUD currency, Vision reserves the right to change prices after order confirmation and prior to delivery.

### ORDER

1. Vision reserves the right to accept any order for supply of Goods in whole or part or so decline any order.
2. **Discrepancy.** If there is any discrepancy between the terms of any order and these Conditions of Sale, these Conditions of Sale prevail and the acceptance of the order shall be deemed to be an offer to supply on the terms and conditions contained therein and acceptance thereafter of the Goods by the Purchaser shall constitute acceptance of the Goods on these Conditions of Sale.
3. **Non-Cancellation.** An order for Goods submitted by the Purchaser and accepted by Vision shall not be subject to cancellation, without Vision's prior written consent (acting reasonably). No application for cancellation will be considered unless made by the Purchaser in writing to Vision. In the event that the Purchaser shall attempt to cancel (without Vision's consent) or shall refuse to accept delivery, Vision shall be entitled upon tender of Goods in addition to all other remedies afforded to Vision to recover the full purchase price from the Purchaser.

### DELIVERY

1. **Quantity.** Vision will endeavour to deliver to the Purchaser the quantity of Goods ordered. The Purchaser acknowledges that production conditions may lead to overruns or shortages, and accordingly, the Purchaser will accept delivery notwithstanding that the quantity delivered may be more than or less than the quantity ordered, with such excess or shortage being aligned to a carton quantity or within 15% of the quantity ordered.
2. **Delivery Date.** Vision will make all reasonable efforts to deliver the Goods to the Purchaser on the date agreed between the parties as the Delivery Date, but will be under no responsibility or liability to the Purchaser should delivery not be made on the Delivery Date.
3. **Freight Costs.** Unless otherwise agreed in writing by Vision as free into store delivery, the Purchaser requests Vision to arrange for delivery of the Goods at the Purchaser's expense from Vision premises to the location nominated by the Purchaser on its order form. The Purchaser agrees to pay to any carrier engaged by Vision all transportation, freight and delivery costs and if Vision at its discretion pays any such costs, the Purchaser agrees to reimburse Vision forthwith.
4. **Transit Insurance.** Unless otherwise agreed in writing by Vision as free into store delivery, the Goods are not insured in transit. If the Purchaser requires cover to be effected on its behalf, full details must be supplied with the order and all resulting charges will be to the Purchaser's account.
5. **Part Delivery.** Where the Goods delivered are part of an order, these Conditions of Sale shall apply to the Goods so delivered. Failure by Vision to deliver the whole of the order within the time frame stated on the order form will not entitle the Purchaser to repudiate these Conditions of Sale for the balance remaining undelivered.
6. **Acceptance of Delivery.** Unless otherwise agreed in writing by Vision, the Purchaser shall take delivery of the Goods within seven days of notification from Vision that the Goods are ready for delivery. If the Purchaser fails to take delivery in accordance with these Conditions of Sale, the Purchaser shall pay to Vision any delivery, storage, handling and other costs incurred from the delay. Such goods remaining in Vision's possession under these circumstances will be at the Purchaser's risk.
7. **Mixed Goods in Consignment.** The Purchaser acknowledges that Goods purchased ready for delivery by Vision may be mixed with other Goods of Vision for delivery to other purchasers and in that event, the Purchaser agrees that when the Goods are loaded for dispatch from Vision premises it is entitled as co-Purchaser with those other Purchasers to an undivided share of all the Goods included in the consignment, such share being determined by reference to the description and quality of Goods ordered by the Purchaser.

### SUITABILITY OF GOODS

1. At the request of the Purchaser, Vision may offer advice to the Purchaser on the Goods, and the Purchaser acknowledges that this advice does not cause or make Vision liable to the Purchaser in respect of the suitability of the Goods for the Purchaser's application, including compliance to relevant laws or legislations. Also refer to Exclusion of Warranties and Exclusion of Liability below.  
Total suitability of the Goods ordered is the Purchaser's sole responsibility and decision.
2. If Vision so requires, the Purchaser shall agree to inspect the Goods during the production cycle to accept the suitability of the Goods and failure by the Purchaser to perform this inspection within 14 days of notification by Vision for the Purchaser to inspect the Good is total acceptance by the Purchaser of the suitability of the Goods.
3. If the Goods supplied by Vision have been altered, packaged or forwarded by the Purchaser for resale or distribution, such action deems total acceptance by the Purchaser of the suitability of the Goods.
4. The Purchaser shall inspect the Goods promptly upon delivery.

### CLAIMS

Claims made against Vision by the Purchaser must be made in writing and received by Vision within fourteen days of delivery of the Goods to the Purchaser. A full report must be made of the relevant non-compliance specifying areas of particular breaches and the Purchaser shall at its own expense forward a sufficient part of the Goods to Vision to enable a proper examination.

Any claims made outside of these requirements will not be recognised.

### PAYMENTS

1. Unless otherwise agreed by the parties or in accordance with the terms of the tender against which the contract is based, the Purchaser shall pay for all Goods within 30 days from the date of delivery.
2. **Goods and Services Tax.** Where Vision is liable for GST on the supply it makes to the Purchaser pursuant to these Conditions of Sale:
  - a. the Purchaser must pay to Vision an additional amount equal to the amount of that GST (**GST Amount**);
  - b. Vision must issue a valid tax invoice to the Purchaser in respect of that supply; and
  - c. the GST Amount must be paid at the same time as the first part of any consideration is provided for that supply or on receipt of a valid tax invoice for the supply to which the GST Amount relates, whichever is the later.Words and phrases used in this clause 2 that are defined in the GST Act have the same meaning as in that Act.
3. Vision reserves the right to withhold orders until overdue accounts are paid in full.
4. **Alleged Dispute.** In the event of any disputed charges between the Purchaser and Vision, the Purchaser agrees to pay Vision all charges appearing on the statement of account pending investigation of the charges so disputed. The Purchaser shall not be entitled to withhold payment or make any deduction from the price in respect of any set-off or counter claim.
5. **Overdue Accounts.** The Purchaser shall agree to pay to Vision interest at the rate of 2.5% per calendar month compounding on all monies not paid by the Purchaser to Vision by the due date, and such interest shall be calculated from the due date for payment.  
The Purchaser shall pay to Vision any collection expenses incurred by Vision in relation to the Purchaser's overdue accounts, including the cost of mercantile or collection agents or solicitors.

### TITLE

1. **Ownership.** Until the Purchaser has paid all duly invoiced amounts owed to Vision in respect of all Goods supplied, then ownership of all such Goods supplied by Vision to the Purchaser under this contract or otherwise remains with Vision, and the Purchaser:
  - a. shall hold all such Goods in its possession or that of its employees or agents, as bailee of Vision;
  - b. cannot claim any lien over the Goods;
  - c. shall in the event that any of the Goods are sold by the Purchaser, then such sale shall be as an agent for Vision and the Purchaser shall hold the proceeds of sale on behalf of Vision and shall pay them to Vision on request and any agreement by Vision to extend credit to the purchaser or any other indulgence shall not affect the Purchaser's liability to account to Vision aforesaid of the ownership of the material by Vision;
  - d. shall agree to store the Goods so as to show clearly that it is Vision's property and shall not remove, deface or obliterate any identifying marks or number on any of the Goods;
  - e. shall keep the Goods fully insured at its own expense for their full insurable or replacement value (whichever is the higher) and shall hold the proceeds of any insurance claim in respect of the Goods (to the extent of the Purchaser's indebtedness to Vision) in trust for Vision; and
  - f. upon any default by it in payment of any amount due to Vision, irrevocably authorises Vision by its servants or agents to enter any premises owned, leased or otherwise occupied by the Purchaser, any agent or associate of the Purchaser for the purpose of taking possession of the Goods and hereby authorises Vision by its servants or agents to use all reasonable force to obtain such possession.
2. **Personal Property Securities Register ("PPSR").** While the Goods remain the property of Vision, the Purchaser must not:
  - a. charge or grant an encumbrance over the Goods;
  - b. grant or otherwise give away any interest in the Goods;
  - c. register a financing change statement in respect of a security interest without the prior written consent of Vision;
  - d. register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Vision; or
  - e. otherwise register or allow any interested to be registered on the Personal Property Securities Register in respect of the Goods,and the Purchaser agrees:
  - f. that Vision has a Purchase Money Security Interest (as defined in the PPSA) attaching to all Goods in order to secure the payment by the Purchaser to Vision of all invoiced amounts (**PPSA Security Interest**) and the Purchaser agrees to do all things necessary to assist Vision to perfect its PPSA Security Interest;
  - g. that the Purchaser waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d), 135(1)(a) and 132(4) of the PPSA;
  - h. that the Purchaser waives their rights as a grantor and/or a debtor under section 143 of the PPSA;
  - i. that the Purchaser waives its right to receive a verification statement under section 157 of the PPSA;
  - j. for the purpose of section 125, Vision may delay disposing of or taking action to retain collateral in its discretion; and
  - k. to immediately advise Vision of any material change in its business practices which would result in a change in the nature of proceeds derived from the sales of the Goods.
3. **Risk.** Risk in the Goods passes to the Purchaser upon delivery of the Goods by Vision (or its subcontractors or agent) to the Purchaser at the location specified in the order (or as otherwise agreed).

## CONDITIONS OF SALE

### EXCLUSION OF WARRANTIES AND LIABILITY

1. All conditions and warranties on the part of Vision implied by law in relation to any Goods supplied or to be supplied by it are excluded to the maximum extent permitted by law and the provisions contained in these Conditions of Sale shall constitute the whole of the rights and obligations of the parties.
2. To the extent that Vision may be liable for a breach of condition or warranty under the *Competition and Consumer Act 2010* (Cth), the liability of Vision shall be limited to the replacement of the Goods concerned, the supply of equivalent Goods or the repair of the Goods whichever is determined by Vision.
3. Other than expressly stated in these Conditions of Sale, Vision is not liable for, any loss or damage or Consequential Loss (whether in contract or for negligence or any other tort or for breach of statutory, fiduciary or other duty or on any other legal or equitable basis) in relation to the supply or non-supply of the Goods to the Purchaser or any order to supply Goods or in relation to any representation or conduct before, under or in respect of any order, and whether or not the possibility or potential extent of the Consequential Loss was known or foreseeable and whether or not the act or conduct was authorised or required. Otherwise, Vision's aggregate liability to the Purchaser in respect of any losses that are not excluded in these Conditions of Sale is limited to the price paid by the Purchaser to Vision in respect of the Goods giving rise to such liability.

### TERMINATION

Either party may terminate this Agreement on 30 days written notice. Any order for Goods which has already been made to Vision as at the date of notice of termination, shall be duly fulfilled by Vision and payment will be made for those Goods by the Purchaser on the terms of this Agreement.

### NO WAIVER

Unless expressed in writing to the Purchaser, failure or delay by Vision in exercising any right, power or privilege available to it will not operate as a waiver thereof nor will the exercise by Vision of any other right, power or privilege prevent it from exercising any other rights, powers or privileges available to it.