

GENERAL CONDITIONS OF SALE ("Conditions")

Stretch Tents & Canopies Pty. Ltd. an Australian company (ACN 126 827 174) trading as STRETCH MARQUEES & FABRIC STRUCTURES (SMFS), of 71 Kenneth Road, Manly Vale, NSW, Australia . The Conditions form part of any Agreement with a customer for sales of all of SMFS products and services including those products where SMFS is an agent or distributor for a third party.

1. GENERAL

- 1.1 These Conditions form part of all agreements between SMFS and the other party with whom it contracts ("you"). Contractual conditions you seek to apply without SMFS consent in writing shall not form part of any Agreement with SMFS.
- 1.2 These Conditions and any confirmation of sale document shall not be varied unless confirmed by SMFS in writing.
- 1.3 Time shall be of the essence with regards to your obligations under these conditions of sale.

2. OFFERS AND CONCLUSION OF THE AGREEMENT

- 2.1 Any offer or quotation by SMFS to deal with you shall be without obligation.
- 2.2 Documentation attached or added to quotations or offers by SMFS shall be for information purposes only unless SMFS states in writing that they shall form part of its agreement with you.
- 2.3 If you place an order with SMFS a binding agreement shall only arise when SMFS accepts it in writing or by commences its performance.

3. PRICES

- 3.1 All prices shall be exclusive of G.S.T. or other taxes and/or levies by any government.
- 3.2 If, between the date of the Agreement and the delivery of goods or services by SMFS, any changes arise in its cost price factors, SMFS shall be entitled to raise the agreed price accordingly.
- 3.3 SMFS shall inform you in writing of any price increase.
- 3.4 SMFS standard packing shall be included in the price. The cost of any special packing shall be passed on to you.
- 3.5 At your request, and reserving the right to charge for any additional cost, SMFS shall change packaging to order provided the changes reasonably can be performed.

4. TIME OF DELIVERY

- 4.1 SMFS shall use its best endeavours to adhere to the agreed time for delivery of goods or services. Times of delivery agreed with SMFS shall be considered indicative and are not binding. Any agreed period for delivery shall commence after SMFS has accepted an order in writing and you have made available all the particulars required for the performance of the Agreement. If SMFS installs products supplied by it and manufactured by it or third parties or performs repairs or maintenance, SMFS shall only be obliged to commence its operations after you have met the obligations referred to in clause 11.
- 4.2 Times of delivery may be given on the basis of the information given by a supplier to SMFS. If in such a case it should appear during the performance of the Agreement that there is a delay in performance due to the acts or omissions of that third party, the time for delivery shall be extended by so many days as the relevant delay has lasted.

5. DELIVERY AND TRANSFER OF RISK

- 5.1 Delivery shall be effected ex-works Taicang, China or ex works at place of manufacture if this is so stated in the quotation.
- 5.2 The risk of damage to or loss of the products purchased shall pass to you at the time that they have been made ready for dispatch by SMFS. Loading or stowage of the means of transport shall be at your risk and SMFS shall not be liable for any direct or indirect damage that should be done to and/or by the product thereafter unless arising from a negligent act or omission by SMFS.

6. PAYMENT AND RESERVATION OF OWNERSHIP

- 6.1 You shall be obliged to pay the agreed price on receipt of SMFS invoice without any deduction or set-off.
- 6.2 If the time for payment is not met you shall pay interest on the amount at the rate of 2% over the rate prescribed from time to time by the by Section of the Penalty Interest Rates Act (New South Wales).
- 6.3 All expenses that SMFS incurs to collect amounts payable by you shall be payable by you on demand on an indemnity basis.
- 6.4 Your failure to meet your obligations as to payment shall result in all monies owing to SMFS becoming immediately due and payable and SMFS shall be entitled to suspend any outstanding deliveries to you pending payment of all amounts owing.
- 6.5 SMFS terms of trading are for payment prior to or on delivery of the goods unless otherwise agreed in writing. If you do not meet these terms any later demand by SMFS for payment shall be deemed to be a demand for payment for the purposes of and within the meaning of Section 58 of the Supreme Court Act (New South Wales) .
- 6.6 Title to the goods does not pass from SMFS to you on delivery and not until you have paid SMFS the entire price of the goods including charges for packing, storage and transport. Until title in goods so passes you shall hold the goods as trustee for SMFS which, at your expense except to the extent (if any) prohibited by law, may seize and take possession of the goods. For that purpose SMFS may enter any premises whether or not controlled by you where such goods are believed to be as if acting on your behalf AND YOU AGREE TO INDEMNIFY SMFS against liability for any action its takes in properly exercising its rights under this clause.

7. RESCISSION/RELEASE

- 7.1 If you do not properly, or do not in time, fulfil any obligation under this Agreement or in the event of your bankruptcy or if, in the case of a company, you are placed in receivership or under any form of official management of administration, or if any process is taken to wind you up SMFS shall be entitled, without any obligation to pay compensation and without prejudice to the other rights due to it, to rescind this Agreement in full or in part or to suspend the further performance of the Agreement. In any such case SMFS also shall be entitled to demand the immediate payment of any money owing to it.
- 7.2 Each obligation of SMFS will be suspended during the time and to the extent that it is prevented from or delayed in complying with that obligation by Force Majeure.
For the purpose of this clause, "**Force Majeure**" means a circumstance beyond the reasonable control of SMFS which occurs without the fault or negligence of SMFS and includes inevitable accident, storm, flood, fire, earthquake, peril of navigation, strike, lock-out, boycott or other industrial dispute, hostility, terrorist act, war (declared or undeclared), insurrection, executive or administrative order or act of either general or particular application of a government, whether de jure or de facto, or of any official purporting to act under the authority of such a government, prohibition or restriction by domestic or foreign laws, regulations or policies and quarantine or customs restrictions.
SMFS must as soon as reasonably possible after being affected give you full particulars of the Force Majeure (including why it is a circumstance beyond its reasonable control), the manner in which its performance is prevented or delayed and its calculation of the estimated period of prevention or delay due to Force Majeure.
SMFS must use reasonable endeavours to remove or mitigate the effects of any Force Majeure at the earliest possible time except that it is not obliged to settle a strike, lockout, boycott or other industrial dispute.

If SMFS is prevented from or delayed in complying with an obligation under this Agreement by Force Majeure for a period of at least 6 months then either party may by notice to the other party terminate this Agreement.

7.3 If, after SMFS has given you in writing a 28 day period for the remedy of any breach of Agreement and you do not comply with such notice, SMFS shall be released from its obligations and shall be entitled to recover from you any resulting expenses and loss of profit incurred.

8. COMPENSATION

8.1 SMFS does not warrant that goods or services to be supplied will meet your specific requirements

8.2 Except for the express warranties set out in this clause, the only other conditions or warranties which are binding on the SMFS with respect any Agreement with you are those imposed and required to be binding by statute (including the Trade Practices Act 1974 - Commonwealth) and to the extent permitted thereby the liability (if any) of SMFS arising from any breach of such conditions and warranties, at SMFS option, shall be limited to and completely discharged by the replacement, repair or correction of the goods or services supplied. All other conditions and warranties whether express or implied by law are expressly excluded.

8.3 SMFS shall not be liable for any indirect, consequential or incidental loss or damage suffered by you whatsoever as a result of any breach by it of the terms of this Agreement.

9. SUB-CONTRACTORS

9.1 SMFS shall have complete freedom to have third parties (sub-contractors) perform its obligations to you under any agreement it has with you. The exercise of such right shall not change the rights and obligations of SMFS and you to each other except that SMFS shall be entitled to impose in full on you any stricter conditions imposed on SMFS by its sub-contractors (for instance in respect of time to payment and the payment of interest) provided it notifies these stricter conditions to you in writing immediately. You shall be considered to have accepted these stricter conditions if within fourteen days after receipt of the relevant statement you have not informed SMFS in writing that, as you then may, you rescind the Agreement.

10. GST

10.1 "GST" means GST within the meaning of the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (as amended).

10.2 Expressions set out in these clauses bear the same meaning as those expressions in the GST Act.

10.3 The Parties warrant that they are registered for GST.

10.4 To the extent that SMFS makes a taxable supply in connection with this agreement, except where express provision is made to the contrary, the consideration payable by you under this agreement represents the value of the taxable supply for which payment is to be made.

10.5 If SMFS makes a taxable supply in connection with this agreement for a consideration which, under this clause, represents its value, then you must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

11. IMPORTERS

Importers must make their own investigations to determine that the products being imported from SMFS do not breach any local laws or any other thing which may preclude them from importing. SMFS shall not be liable for any claims arising related to or arising from such issues.

12. APPLICABLE LAW

12.1 All Agreements concluded between the parties shall be governed by the laws of New South Wales in Australia.

12.2 If a Court determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it will be severed and the other provisions of this Agreement will remain operative.

12.3 All disputes between the parties shall be tried in the first instance exclusively by the tribunals and courts of New South Wales, Australia and the parties agree to submit to such jurisdiction.