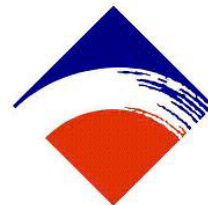


**Confidential Information for
CREDIT APPLICATION OF NEW ACCOUNT**



To be completed in full by applicants:

- A Trading Name in full
- B Registered Name in full Date of Incorporation / /
- C ABN: Phone No: Fax No:
- D Postal Address
- E Registered Office Address
- F Delivery Address
- G Name and Address of Partners/Principle Directors/Proprietors
- 1.
- 2.
- 3.
- 4.
- H Is applicant company affiliated to a trading group or holding company YES / NO
If so give name and address of principal company

I Trade references (within Australia)(do not include subsidiary or holding company)

Name	Phone No.	Name	Phone No.
1.		2.	
3.		4.	
5.		6.	

- J Bank Branch
- K Anticipated average sales per month from our company

I/we here by apply for a credit account to be set up in our name and we undertake to pay the account within the agreed terms. I/ we also agree to accept your standard terms and conditions as detailed on the back of this credit application. Also, in accordance with the Privacy Act 1992, I/we give you permission to source personal financial information if required. I/we further agree to indemnify the supplier against and agree to reimburse it for any expense it ma incur in recovering or attempting to recover payment from me of the amounts which may from time to time be overdue. These costs include legal, court, solicitors, debt collection agency commissions and fees.

Name of Applicant
Position Phone No Date / /

Signature

Office Use Only Sales data for TIMS

Sales Area [] Sales Rep [] Location []
Sales analysis code 1 [] 2 [] 3 [] 4 [] 5 [] 6 []

ACCOUNTS

Credit was Approved / Re approved / Disapproved Date account opened / /
Account Code Credit limit assigned \$. GST code []
Approved by

Rosant Industrial Pty Ltd A.C.N. 108 641 854 A.B.N. 93 108 641 854

51 Yale Drive Epping VIC 3076 Australia

Tel: (03) 9408 9855 Fax: (03) 9408 9866

Conditions of Sale

1. APPLICABILITY OF CONDITIONS

- (a) "Contract" means this Contract including these terms and conditions between Rosant Industrial Pty Ltd (hereinafter referred to as "ROSANT") and the Buyer for the provision of goods or services.
- (b) These conditions re applicable to any quotation and the Contract or Contracts arising from the acceptance of any quotations.
- (c) These conditions apply notwithstanding that the Buyer purports to accept the quotation and/or place an order or orders on different terms and conditions.
- (d) Quotations are only valid for 30 days from the date hereof unless some other period is specified in writing by ROSANT.
- (e) Any modifications agreed to verbally will only be effective after confirmation by ROSANT in writing.

2. **APPLICABLE LAW.** This Contract shall be governed by the law of the State or Country in which ROSANT has its office through which the Buyer dealt in entering into this Contract and any litigation between the parties shall be instituted and conducted in the appropriate court in the aforementioned State or Country and each party hereby submits to the jurisdiction of that court.

3. **TRANSFER OF PROPERTY.** The property in the goods shall not pass to the Buyer until payment of the Purchase Price is made to ROSANT in full. Until payment of the Purchase Price is made to ROSANT in full, the Buyer acknowledges that:

- (a) The goods supplied are held by the Buyer as bailee to be sold by the Buyer as agent for and on behalf of ROSANT.
- (b) On the resale by the Buyer of any of the goods or any products incorporating the goods, to customers of the Buyer, the proceeds of sale, at least to the extent of ROSANT's interest therein, shall be held on trust for ROSANT.
- (c) Any of the goods stored by the Buyer shall be separated from other goods and clearly identified as the property of ROSANT.
- (d) ROSANT, its employees and duly authorized agents, are hereby authorized at any time during business hours to enter any premises of the Buyer to view the goods, the manner in which they are stored, and to remove the goods or any of them if ROSANT thinks fit. No goods shall be stored on premises other than the Buyer's without ROSANT's prior written consent.
- (e) The Buyer shall inform ROSANT immediately of any event or events likely to be adverse to ROSANT's proprietary rights in respect of the goods or any of them.
- (f) If the goods are stored or held at any premises other than the premises to which the Buyer has a right to access, the Buyer shall before delivery of the goods to these premises notify the person or persons entitled to possession of such premises of the rights of ROSANT under this contract; and
- (g) ROSANT, its employees or agents shall not be liable for any loss or damage whatsoever incurred as a result of seizure, repossession or removal of the goods from any premises pursuant to this clause.

4. **RISK.** The risk in the goods supplied by ROSANT to the Buyer shall pass to the Buyer as soon as they have been delivered to or into the custody of the Buyer or its agent as provided for in Clause 5.

5. **DELIVERY.** Unless otherwise agreed in writing by:

- (a) Where the delivery destination is situated with the same metropolitan area as ROSANT, ROSANT shall deliver the goods there; and
- (b) In all other cases, ROSANT shall deliver the goods to the nearest (or most convenient to ROSANT) point of road, rail, sea or air transport, as ROSANT may decide with all costs beyond this point (including insurance risk) to be at Buyers cost; and
- (c) Subject to clause 6, delivery shall be deemed complete once the goods are delivered in accordance with this clause.

6. **DELIVERY PERIOD.** Where the Buyer has not by the final delivery date taken or accepted delivery of all goods:

- (a) The price of the undelivered goods shall be subject to variation in accordance with clause 9(a) and the balance of the price of the undelivered goods or any installment thereof shall be paid immediately on delivery or on tender by ROSANT in accordance with clause 13.
- (b) ROSANT shall use its best endeavours to dispatch the goods by the agreed date (if any) but shall not be liable for any loss or damage arising directly or indirectly from delay, whether such delay be caused by ROSANT or otherwise. Late delivery or failure to deliver does not entitle the Buyer to cancel any order or part thereof.
- (c) If the goods are to be dispatched by installment, the Buyer shall pay to ROSANT all moneys owing for or on account of each installment dispatched, but goods from time to time comprising installments awaiting dispatch shall be dispatched to the Buyer, who shall not be entitled to cancel or otherwise avoid accepting and paying for any installment dispatched.
- (d) ROSANT reserves the right to suspend the supply of any order in whole or in part or discontinue the supply of goods without incurring any liability whatsoever and without being obliged to give any reasons for its actions.
- (e) ROSANT reserves the right to make part delivery of any order and each part delivery shall constitute a separate contract of supply.
- (f) The rights conferred on ROSANT by this clause are without prejudice to its other rights and remedies.

7. IDENTIFICATION AND PACKAGING

- (a) Where the goods are to be used for products in respect of which any law or regulation of any competent Government Authority requires a special container or particular identification as the case may be, due compliance with any such law or regulation shall be the sole responsibility of the Buyer who shall indemnify ROSANT against all liability, claims, costs and expenses of whatsoever nature arising from any infringement thereof or non-compliance therewith. Without limiting the generality of the foregoing it shall be the responsibility of the Buyer to ensure that any necessary bar coding is provided to ROSANT prior to printing and that it is true and correct. It is also the Buyer's responsibility to check bar coding on delivery. No liability is accepted nor warranty given concerning the readability of the symbol or code.
- (b) Unless stated to the contrary, any price for goods quoted by ROSANT includes packaging in accordance with recognised standards, but the cost of any special packing requested or required by the Buyer, or deemed necessary by ROSANT, shall be borne by the Buyer.

8. PAYMENT

- (a) Where other terms have not been expressly agreed upon, payment for the goods shall be due on the 30th day of the month following the month of delivery and time shall be of the essence.
- (b) ROSANT reserves the right to charge interest on overdue accounts at the rate from time to time which would normally be charged by ROSANT's current account banker on overdrawn accounts of an amount equal to the amount of the overdue account from the due date until payment is received. Payments made to ROSANT shall be applied first in payment of interest and secondly, in reduction of invoiced amounts.
- (c) All installments of goods shall be separately paid for and all payments shall be made on the due dates as condition precedent to future deliveries.

9. PRICE AND DELIVERY VARIATION

- (a) Subject to any agreement between ROSANT and the Buyer as to a firm Purchase Price for the goods, if between the date of the Contract and the date of delivery, the cost to ROSANT of any of the goods or components thereof shall have increased by reason of any alteration in the cost of materials, labour (whether by alteration in the rate of wages, hours of working, other conditions of employment prescribed by any determination or agreements or otherwise howsoever), insurance (including war risk), freight, cartage, excise or any other tax or in the rate of exchange or by reason of any order or regulation of any Government or other relevant authority or the inability of ROSANT to procure materials of the appropriate economic dimensions or by reason of any other cause beyond ROSANT's control, ROSANT shall have the right by notice in writing to the Buyer, to increase the Purchase Price of the goods by such amount as in the opinion of ROSANT, fairly reflects such increased cost or costs.

10. **CONTINGENCIES.** ROSANT will make all reasonable efforts to manufacture and deliver the goods on or within the times specified herein but failure to do so by reason of the inability of ROSANT to obtain supplies of new materials from its usual sources or any strike or combination of workers or lockout, by reason of war, riots, civil commotion, fire, flood, act of God, or any other cause whatsoever beyond the reasonable control of ROSANT shall not constitute a breach of Contract on its part and its obligation to supply the goods shall be suspended but with liberty to it, at any time, to cancel this Contract or any unfulfilled part thereof, or to renew it upon cessation of the cause which previously made it unable to do so.

11. WARRANTIES

- (a) ROSANT warrants to the Buyer that the goods will be manufactured by it:
 - (i) using appropriate materials and workmanship; and
 - (ii) in accordance with and to the requirements of the Buyer's written specification and drawings (if any) PROVIDED THAT where the specification or drawings are not fully detailed, the dimensions, tolerance or other information omitted or not sufficiently detailed shall be at the discretion of ROSANT and the Buyer shall be responsible for any consequential additional costs.
- (b) The Buyer shall inspect the goods as and when the same are delivered for the purpose of confirming that the goods conform to the requirements of the specification and drawings (if any) and that appropriate materials and workmanship had been used in their manufacture. Within seven days from delivery the Buyer shall give notice to ROSANT of any matter or thing (if any) by reason whereof the Buyer may allege that the goods, or any installment delivery of the goods, does not conform to the requirements of this Contract as aforementioned. Goods which are said to be defective must be placed aside for inspection by a representative of ROSANT. If the Buyer shall fail to give such notice, the goods (or such installment delivery thereof) shall be deemed to be in accordance with the requirements of this Contract and the Buyer shall be bound to accept and pay for the same accordingly.
- (c) In the event that this Contract constitutes a supply of goods and services to a consumer as defined in any relevant legislation, as amended, ("**the Acts**"), nothing contained in this Contract excludes restricts or modifies any condition, warranty or other obligation in relation to the Contract and the goods which, pursuant to the Acts, or any of them, is applicable or is conferred on the Buyer where to do so is unlawful, in which event ROSANT' sole liability for breach of any such condition, warranty or other obligation, including any consequential loss which the Buyer may sustain or incur, shall be limited (except to the extent specifically set forth herein) to:
 - (i) the replacement of the goods; or
 - (ii) the supply of equivalent goods; or
 - (iii) payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (iv) the repair of the goods or payment of the cost of having the goods repaired; as ROSANT may select.
- (d) To the extent permitted by law, no warranty, condition, description or representation on the part of ROSANT is given or implied or has been given or is to be implied from anything said or written in the negotiations between the parties or their representatives, and any statutory or other warranty, condition, description or representation, express or implied as to the state, quality or fitness of the goods including but not limited to any warranty, term or condition implied by the Sale of Goods Act or similar legislation is hereby expressly excluded. Nothing herein shall derogate from or exclude any warranties or conditions necessarily implied by any statute or other applicable law.
- (e) ROSANT shall not be bound by any representations or statements which have been, or purported to have been, made on its behalf in relation to the goods unless the same are set out herein.
- (f) While ROSANT has taken reasonable steps to ensure that its systems, and the supply of goods and services to the Buyer, will not be subject to any interruption relating to date transition and processing (including any Year 2000 warranty) that the supply of any goods or services under this Contract, or any products or services sourced from any third parties, will be free from Year 2000 Problems.

12. **CLAIMS.** In the absence of any Statutory provisions to the contrary:

- (a) No suit or action whatsoever by the Buyer on this Contract shall be brought or sustainable unless the Buyer shall have complied with the terms, stipulations and conditions of this Contract; and

- (b) Claims shall be limited to the cost to the Buyer of any of the said goods which are not in accordance with this Contract and the Buyer shall be responsible for any loss damage or injury howsoever arising or resulting from the supply or use of the said goods.
- 13. TENDER OF GOODS.** Notice by ROSANT to the Buyer that it is ready and willing to deliver the said goods or any installment or installments thereof shall be deemed to be sufficient tender to the Buyer of the said goods or any such installments thereof but nothing herein contained shall require ROSANT to give any such notice.
- 14. QUANTITY VARIATION.** The Buyer shall accept and pay for at the Contract price per unit the goods actually delivered notwithstanding that the number thereof may be greater or less than the number actually ordered provided that the permissible variation under this clause shall not exceed 10%.
- 15. RECOVERY OF COST.** The following powers are without prejudice to ROSANT's other rights, powers and remedies.
- (a) If the Buyer has not by the final delivery date taken or accepted delivery of all goods, the Buyer will pay to ROSANT on demand, on account of the price of undelivered goods, an amount equal to 50% of the price which the Buyer would have been required to pay if the goods had been delivered to the Buyer on the final delivery date (and in the event of demand being made, payment shall be made by the Buyer to ROSANT within 30 days of demand).
- (b) Notwithstanding any other provisions of this Contract, if the Buyer breaches this Contract, ROSANT may require the Buyer to pay to ROSANT any and all costs and expenses of whatsoever nature or kind which ROSANT has incurred complying with its obligations under this Contract.
- 16. TOOLS, MOULDS, DIES, DESIGNS, ETC.**
- (a) All tools, moulds, dies, designs, sketches, negatives, printing plated, standing matter blocks, engravings and all other items used in preparatory and other work in and about the manufacture of the said goods and provided directly or
- (b) Indirectly by ROSANT shall in the absence of any written agreement to the contrary be and remain the exclusive property of ROSANT notwithstanding any contribution by the Buyer in respect of the cost thereof.
- 17. GOODS & SERVICES TAX**
- (a) All duties, taxes, imposts, fees or charges of any governmental, statutory or regulatory body which shall be applicable to the order shall be borne by the Buyer and added to the price of the goods or the services and the Buyer shall indemnify ROSANT in respect of any claims for such duties, taxes, etc.
- (b) All prices quoted for the goods or services are exclusive of goods and services tax. For all invoiced items, goods and services tax shall be charged as a separate item in accordance with the applicable rate at the time the invoice is prepared.
- 18. INTELLECTUAL PROPERTY RIGHTS.** The Buyer shall indemnify ROSANT against all liabilities, claims, demands, costs and expenses which ROSANT may incur, sustain or be subjected to (including but not limited to those arising out of or in any way relating to any infringement or alleged infringement of any patent, design, copyright or other right of any third party) in consequence of it having at the request of the Buyer, used a design or applied lettering or other markings on the goods whether by lithography, printing or any other form of reproduction.
- 19. ADVICE.** Any advice, recommendation, information, assistance or service provided by ROSANT in relation to goods sold or manufactured by it or their use or application is given in good faith and is believed by ROSANT to be appropriate and reliable but ROSANT shall have no liability whatsoever to the Buyer in respect thereof.
- 20. PRODUCTS.**
- (a) All measurements of mass mentioned in catalogues, price lists and quotations are to be considered as approximates.
- (b) ROSANT's determination in relation to quantities and mass shall be final.
- (c) ROSANT shall use every endeavour to provide the quantity of goods ordered.
- (d) ROSANT shall take all reasonable care in the packaging but will not accept any responsibility whatsoever for rusting found to be apparent after packaging.
- 21. ACKNOWLEDGEMENT.** The Buyer acknowledges that:
- (a) The conditions contained herein are reasonable and necessary to protect the legitimate interest of ROSANT, and
- (b) It has read and understands the conditions in this document; and
- (c) No undue influence, pressure or unfair tactics were exerted in the formation of this Contract.
- 22. ATTORNEY.** In connection with ROSANT's rights and remedies pursuant to these conditions and any other rights or remedies which may accrue to ROSANT, the Buyer appoints ROSANT as its attorney to do all things, execute all documents and otherwise act in place of the Buyer for the purposes of giving effect to these conditions, and without limiting the foregoing, to recover possession of the goods and to recover the proceeds of the sale of the goods which may at any time be received or receivable by the Buyer.
- 23. WAIVER.** If at any time ROSANT does not enforce any of these conditions of sale or grants the Buyer time or any other indulgence, ROSANT shall not be construed as having waived that term or condition or its rights to later enforce that right or any other term or condition.
- 24. SEVERABILITY.** All clauses, words, phrases, sentences and paragraphs herein are separate and independent from the others, each being severable from the others and if any of them or any parts thereof are declared void, invalid or otherwise unenforceable by any court of competent jurisdiction they shall be deemed to be served herefrom to the extent that they are so void, invalid or unenforceable but the remainder hereof shall remain in full force and effect.
- 25. DEFINITIONS.** In this Contract unless inconsistent with the context:
- "Purchase Price" means the price quoted by ROSANT and accepted by the Buyer;
- "Final delivery date" means:
- (a) the date of expiration of the delivery period stated in the quotation or other date (if any) subsequently agreed upon by the Buyer and ROSANT; or
- (b) where no such date has been stated or agreed the date of expiration of a period of six months from the date on which the Buyer places its first order under this Contract for non-standard goods.
- "Undelivered goods" means that part of the goods or non-standard goods of which the Buyer has not, by the final delivery date, taken or accepted delivery.