

TERMS AND CONDITIONS OF SALE

1. Credit terms are net cash 30 days from the date of tax invoice and thus all tax invoices are to be paid in full by the end of the month following the month of tax invoice.
2. Should The Customer not adhere to our credit terms any collection fees, commissions and/or legal fees charged to Sunbird Distributors Pty Ltd ("Sunbird") by any third party to recover the monies due from The Customer must be paid by The Customer.
3. Any tax invoices outstanding after 30 days shall attract a 1% interest charge per month which shall be accumulative for each calendar month or part thereof.
4. Price is subject to change without notice and all goods will be charged at the price existing at the time of tax invoice.
5. Prior to any return of goods written approval must be obtained from Sunbird from which all returns must be accompanied by request for credit and the goods must be in original packaging with original tax invoice.
6. Claims for non delivery, short delivery, incorrect goods supplied and pricing and/or calculation must be made within 7 days of the tax invoice date from which it was supplied otherwise no action may be taken against Sunbird for any anomalies therein.
7. Except to the extent of the Trade Practice Act 1974 as amended and other statutory rules or regulations for the time being enforced, implied conditions or warranties which cannot except to a limited extent be excluded, restricted or modified:
 - I. All warranties, representations, promises, conditions or statements regarding goods or services supplied, either express or implied, including without limitation, warranties, representations, promises, conditions or statements as to the suitability or fitness of the goods or services not expressly referred herein are hereby expressly excluded; and
 - II. Sunbird under no circumstances shall be liable for any form of damages including but not limited to incidentals, special, consequential or general damages in connection with or arising out of the supply or use of goods or performance of services. The total liability of Sunbird whether arising out of negligence or howsoever shall be limited to the provision of replacement items for any defective goods or the repairing of defective goods or the performance of any defective services again.
8. Except where goods and service tax is included, goods and services tax will be charged at the current rate applicable to any taxable products unless a goods and services tax exemption (GST-free) amendment is allowed.

Retention of Title

- 9a. Title to the goods shall not pass to The Customer until full payment of all and any tax invoices outstanding is received by Sunbird from The Customer and The Customer shall, until full payment is made:
 - I. Store goods separately which have not been paid for;
 - II. Keep separate records in relation to the proceeds of the sale of any goods which have not been paid for;
 - III. Bank the proceeds of any such sale into a separate account and immediately remit such funds to the credit of Sunbird;
 - IV. If any goods are used in the manufacturing process or mixed with other materials, The Customer shall record the value of goods so consumed in relation to each unit of the finished product and upon any sale of any unit of the finished product immediately remit that amount from the proceeds of sale to Sunbird.
- 9b.
 - I. Goods which Sunbird agrees to sell shall remain Sunbird's sole and absolute property as legal and equitable owner until such time as The Customer has paid in full for those goods but such goods shall nevertheless be at the risk of The Customer as soon as they are delivered to or to the order of The Customer.
 - II. Such goods shall be held by The Customer as bailee for Sunbird until they have been fully paid for.
 - III. The Customer's right to possession of the goods shall cease if The Customer, not being a company, commits an available act of bankruptcy or if The Customer is a Company, a Receiver or Manager becomes entitled to take possession of any assets of The Customer or any proceedings are instituted for the winding up of The Customer. Upon the happening of any such event Sunbird may repossess the goods and for this purpose Sunbird is at liberty to enter upon any premises where Sunbird reasonably believes they might be.
 - IV. Further, The Customer hereby charges with the due payment of those monies all of The Customer's interest in any stock held by the agreement both in present and future and The Customer consents to Sunbird seizing and charging its interest in same stock noting its intention hereunder.
- 9c. Should The Customer not pay for any goods on the due date specified pursuant to these Terms and Conditions of Sale, Sunbird is hereby irrevocably authorized by The Customer to enter into The Customer's premises or any premises under the control of The Customer or as agent of The Customer for the collection of the goods as ordered and use reasonable force to take possession of the goods without liability for the tort of trespass and may not be liable for any payment or compensation to The Customer whatsoever.
- 9d. The extension of credit pursuant to the Credit Application does not affect Sunbird's legal title to the goods supplied.
10. To secure payment of all monies which may become payable by The Customer to Sunbird, The Customer agrees to charge with the due payment of those monies all of The Customer's interests in real property both present or future, and The Customer consents to Sunbird lodging a caveat or caveats noting its interests hereunder.