

TERMS AND CONDITIONS

1.0 GENERAL

1.1 In this agreement the following words have the meaning shown:

1.2 *Company* means JP Promotions Pty Ltd ABN 16 138 027 077

Customer means the person, firm or company purchasing goods from the company.

Goods mean any items supplied by the Company to the Customer.

1.3 This agreement forms part of all contracts of the Company to sell Goods and together with any special conditions appearing on the Company's invoice or in the Company's quotation shall be the sole terms and conditions under which the sale takes place.

2.0 ORDERS

2.1 Any conditions of purchase offered by the Customer which purports to add to or is otherwise inconsistent with this agreement shall be deemed to be waived by the Customer unless such conditions of purchase are expressly agreed to by the Company in writing.

2.2 No order accepted by the Company (in writing, orally or by conduct) may be cancelled or deferred by the Customer without prior written consent of the Company.

3.0 QUOTATIONS AND PUBLISHED PRICES

3.1 All quotations issued by the Company to the Customer are subject to this agreement.

3.2 Quotations issued by the Company remain valid for 30 days from the date of quotation (unless a shorter period is expressly provided for in the quotation or the quotation is withdrawn by the Company).

3.3 Quotations and other publication of prices by the Company do not constitute offers to supply, and are subject to changes in the cost to the Company of supplying goods and services.

3.4 Quotations provided to the Customer are based on the information and details provided by the Customer to the Company.

Where exact specifications of the scope, nature or extent of the work required to be undertaken by the Company to produce the Goods or provide the Services change or the Customer requests any changes to be made, the Customer will be responsible for all extra costs and charges associated with such changes.

4.0 PRICE

4.1 The price payable for the Goods shall be the current price at the date of dispatch and shall be subject to variation by the Company at any time without notice.

4.2 The Customer shall pay all necessary additional taxes and charges incurred by the company in meeting the Customer's order.

5.0 TERMS OF PAYMENT

5.1 Where the Customer has account facilities with the Company payment in full is due within 30 days of end of each month.

5.2 Where the Customer does not have account facilities with the Company or otherwise wishes to pay in cash, payment, in full, is required prior to delivery of the order.

5.3 If the Customer fails to pay the account in full within the time specified in Clauses 5.1 and within 30 days of the date payment is due, the Company will issue the Customer with a notice (**Default Notice**). The Customer will then have 7 days from the date of the Default Notice to pay all outstanding amounts.

5.4 If the Customer has overdue payments that are outstanding for more than 30 days after the Default Notice is sent, the Company reserves the right to engage a professional debt collector to recover the amount owed to the Company.

5.5 The Customer agrees to pay all costs incurred by the Company for the collection of any monies owing by the Customer to the Company which are not paid when due, including (without limitation) commission charges by collection agencies and legal costs and disbursements.

5.6 The Company reserves the right to terminate all or part of the Customer's credit facility at any time and to require full or part payment with the Customer's order or prior to delivery.

5.7 The price of the goods shall be due in full to the company in accordance with the terms of the contract and the buyer shall not be entitled to exercise any set off, lien or any other similar right of claim.

5.8 The Customer must pay interest to the Company at 2% above the current base rate of National Australia Bank on or after the due date of payment.

5.9 In the event that the Customer fails to pay outstanding amounts owed to the Company within 30 days of the end of the month in which such amounts are payable, the Company may, at its sole discretion, do one or all of the following:

(a) withhold the delivery of Goods;

(b) desist from completing any additional orders made by the Customer; or

(c) stop any provision of services

until all outstanding amounts owed by the Customer are paid in full.

5.10 For Customers who place an order of more than AUD \$10,000 (whether in the aggregate or in one single transaction), the Company reserves the right at its sole discretion to request a deposit of 50% to be paid to the Company upon the placement of an order, prior to the Company commencing to fulfill such an order. If the Customer fails to provide the requested deposit within 21 days of receiving the Company's request (which, in any event, shall be made to the Customer as soon as possible), the Company may notify the Customer that it will not fulfill the order.

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- 5.11 The Customer agrees and acknowledges that a Directors guarantee and/or indemnity may be required, at JP Promotion's sole discretion, from the Customer's Directors. Immediately upon JP Promotion's request, the Directors shall do all things necessary (including but not limited to executing all relevant documents) to effect the guarantee and indemnity. Where a request has been made by JP Promotions for the Director's to execute a guarantee and/or indemnity the Directors must execute the guarantee and/or indemnity expeditiously. JP Promotions may, at its sole discretion, refuse to grant an application for credit to a Customer where the Directors have not executed a guarantee and/or indemnity.
- 6.0 **DELIVERY**
- 6.1 Delivery shall be made as soon as possible after receipt of the Customer's order by the Company. All requests for proof of delivery must be made within a period of 21 days following the date of the invoice.
- 6.2 Any carrier in possession of the goods shall be the Company's carrier for all legal purposes.
- 6.3 Any claim for non-delivery, damage or defects must be made to the Company in writing within 14 days of delivery or the date delivery is due.
- 6.4 Failure by the Customer to give notice in accordance with Clause 6.3 shall be deemed to constitute acceptance by the Customer.
- 6.5 In the event of a valid claim for non-delivery or non-compliance with the contract, the Company undertakes to reprocess or replace the goods at the Company's expense and otherwise comply with all relevant statutory requirements.
- 6.6 The company shall have the right to make delivery and by installments of such quantities and at such intervals as it may decide, and any express provision as to installments in any quotation provided to the Customer shall be in addition to and not in derogation of this right.
- 6.7 Where the goods are for delivery by installments, any defect in any installment shall not be a ground for cancellation of the remainder of the installments and the buyer shall be bound to accept delivery thereof.
- 6.8 Where the delivery is made in installments the Company reserves the right to invoice each instalment as a separate order.
- 7.0 **RETURNS**
- 7.1 Goods may only be returned if the Goods were:
- (a) damaged prior to sending to the Customer;
 - (b) not the Goods ordered by the Customer;
 - (c) in addition to the Goods ordered by the Customer; or (d) defective
- 7.2 Subject to Clause 7.1, the Customer may return the Goods by notifying the Company within 3 days of delivery of the Goods and returning the Goods to the Company within 10 days of delivery of Goods. Failure to comply with this Clause 7.2 will result in any claim for return to be deemed waived by the Customer.
- 7.3 The Company will not accept the return of Goods listed in Clause 7.1 if those Goods have been printed, embroidered or otherwise altered by the Customer in anyway.
- 8.0 **PASSING OF TITLE AND RISK**
- 8.1 Risk of loss or damage to the Goods passes to the Customer on the date of shipping to the buyer.
- 8.2 The Goods shall remain the property of the Company until all payments under the contract have been made in full.
- 8.3 The Company reserves the right to enter and take possession of and resell the Goods should payment not be made when due.
- 9.0 **PPS LAW ASSURANCES**
- 9.1 In this Clause 9, PPS Law means the Personal Property Securities Act 2009 (Cth) and any regulation made at any time under that act, including the Personal Property Securities Regulations 2010 (Cth) (each as amended from time to time).
- 9.2 If this agreement (or a transaction in connection with it) is or contains a security interest under the PPS Law, the Customer agrees to do anything (such as obtaining consents, completing, signing and producing documents and supplying information) which the Company considers necessary for the purposes of:
- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
 - (b) enabling the Company to apply for any registration, or give any notification, in connection with the security interest so that it has the priority required by the Company; and
 - (c) enabling the Company to exercise any power in connection with the security interest.
- 9.3 Without limiting any other provision of this agreement, the Customer waives its right to receive any verification statement (or notice of any verification statement) in respect of any financing statement or financing change statement relating to any security interest created under this agreement.
- 10.0 **MATERIALS**
- 10.1 The Customer acknowledges and accepts that due to the nature of the Goods and services supplied by the Company reasonable variations in the quality, sizes, finishes, weight, measurements, fabrics, materials, designs, patterns, shades, tints, colours and other specifications of the Goods may occur.
- 10.2 Any samples provided to the Customer in connection with an order or prospective order must be returned to the Company within 7 days of receipt of the samples. All samples must be returned to the Company in the same condition in which they were provided.
- 10.3 If the samples are not returned within the time frame in Clause 10.2 or are not returned in a condition that is acceptable to the Company the Customer will be charged the reasonable cost of replacing the samples.

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11.0 INTELLECTUAL PROPERTY

11.1 If the Customer requires Goods to be embellished with a logo, image or name, the Customer hereby warrants that it has all rights, title and interest in the intellectual property of such logo, image or name.

11.2 Unless otherwise provided in this agreement. This agreement shall not be construed to transfer or license either party's intellectual property.

12.0 WARRANTIES

12.1 All conditions and warranties contained in this agreement are supplementary to those conditions and warranties which are implied by any relevant statute

12.2 The Customer warrants that any information provided to the Company, and upon which the Company relies, is true and correct. The Company shall not be liable for advice given or Goods supplied upon incorrect information given by the Customer.

12.3 To the extent permitted by law and subject to any contrary requirements arising under any relevant legislation the Company disclaims liability for any loss, expense or any special, incidental or consequential loss or damage arising out of or in connection with any agreement between the Customer and the Company.

12.4 To the extent permitted by law and subject to any contrary requirements arising under any relevant legislation, the Company's liability to the Customer will be limited to the cost of replacing the Goods or crediting the Customer with the purchase price of the Goods, at the Company's option.

12.5 The Customer hereby indemnifies the Company and its personnel against any loss or damage suffered as a result of the Customer's breach of the material the terms of this agreement including, for the avoidance of doubt, a breach of Clause 12.1. The Customer shall not be liable for any consequential or indirect loss, or where such loss is caused by the negligence of the Company.

13.0 FORCE MAJEURE

13.1 The Company shall be entitled to delay or cancel delivery of the Goods or to reduce the amount of the Goods delivered if the Company is prevented from fulfilling the contract by events beyond the Company's control including riots or civil commotion, strikes, lock outs, labour disputes, fire, floods, drought, power restrictions, act of government, acts of terrorism, delays in transport and breakdown in machinery.

14.0 GOVERNMENT LAW AND JURISDICTION

14.1 This agreement will be governed by the laws of Western Australia and the Customer irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Western Australia.

15.0 AMENDMENTS

15.1 The Company reserves the right to amend this agreement from time to time by giving 14 days notice to the Customer by electronic mail message. If the Customer does not object to the amendments within 14 days after receiving notice, the Customer will be taken to have accepted the varied terms as part of this agreement.