

TERMS AND CONDITIONS

Effective March 2012

1. **PRICES:** All prices quoted exclude GST and are subject to change without notice. Export shipments are not subject to GST. All prices quoted in Australian Dollars unless otherwise stated.
2. **FREIGHT TERMS:** Bordo International Pty Ltd ("Bordo") has no minimum invoice value. All orders over \$250 nett exclusive of GST are freight-free — prices are ex-warehouse. Bordo reserves the right to despatch freight-free orders by a carrier and method of its choosing. Freight-free orders are calculated on a \$250 nett exclusive of GST basis per order for each warehouse dispatch. Drop-shipments incur freight charges. Where the order is under \$250 nett exclusive of GST the customer is responsible for all costs associated with delivery. Any period for delivery of goods stated by Bordo is an estimate only and not a contractual commitment. Bordo will use its reasonable endeavours to meet any estimated dates for delivery of the goods but will not be liable for any loss or damage suffered by the customer or any third party for failure to meet an estimated date. The customer indemnifies Bordo against any loss or damage suffered by Bordo, its sub contractors or employees as a result of delivery, except where the customer is a "consumer" as defined in the Australian Consumer Schedule of the Competition and Consumer Act 2010 (Cth) as amended ("ACL") and Bordo has not used due care and skill.
3. **PAYMENT TERMS:** Unless otherwise agreed in writing payment for the goods or services must be made in full within 30 days from the end of the month of the date of Bordo's invoice. Bordo reserves the right to require payment in full on delivery of the goods. Payment by cheque is not deemed made until the proceeds of the cheque have cleared. Payment terms may be revoked or amended at Bordo's sole discretion immediately upon giving the customer written or verbal notice. The time for payment is of the essence.
4. **DAMAGE, DEFECTS AND LOSS IN TRANSIT:** Bordo will not be liable for any shortages or non compliance with the specifications in these Terms and Conditions unless the customer notifies Bordo with full details and description within 10 working days of delivery to the customer. Where any shortages, claim for damaged goods or non compliance with the agreement specifications is accepted by Bordo, Bordo may, at its option, repair or replace the goods or refund or credit the portion of the purchase price. Bordo will not under any circumstances accept goods for return that have been specifically produced, imported or acquired to fulfil the agreement, that are discontinued goods or no longer stocked by Bordo, that have been altered in any way, that have been used, or that are not in their original condition and packaging. If the customer is a consumer, nothing in this clause limits any remedy available for a failure of the statutory guarantees in the ACL.
5. **CREDIT INFORMATION:**
 - 5.1. Bordo may seek consumer credit information (section 18K(1)(b), Privacy Act 1988). If Bordo considers it relevant to assessing my/our application for commercial credit. I/we agree to Bordo obtaining from a credit reporting agency a credit report containing personal credit information about me/us and to conducting a search of the Personal Property Securities Register for the purpose of assessing my/our application for commercial credit.
 - 5.2. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988). I/we agree to Bordo obtaining personal information about me/us from other credit providers whose names I/we may have provided for Bordo or that may be named in a credit report, and from the Personal Property Securities Register, for the purpose of assessing my/our application for commercial credit.
 - 5.3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K(1)(h) Privacy Act 1988). I/we agree that Bordo may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.
6. **RETENTION OF TITLE:**
 - 6.1. Until Bordo receives full payment in cleared funds for all goods supplied by it to the customer, as well as all other amounts owing to Bordo by the customer:
 - (a) title and property in all goods remains vested in Bordo and does not pass to the customer;
 - (b) the customer must hold the goods as fiduciary bailee and agent for Bordo;
 - (c) the customer must keep the goods separate from its own goods and maintain Bordo's labelling and packaging;
 - (d) the customer must hold the proceeds of sale of the goods on trust for Bordo in a separate account with a bank to whom the customer has not given security however failure to do so will not affect the customer's obligation as trustee;
 - (e) in addition to its rights under the Personal Property Securities Act 2009 (Cth) ("PPSA"), Bordo may without notice, enter any premises where it suspects the goods are and remove them, notwithstanding that they may have been attached to other goods not the property of Bordo, and for this purpose the customer irrevocably licences Bordo to enter such premises and also indemnifies Bordo from and against all costs, claims, demands or actions by any party arising from such action.
 - 6.2. The customer warrants that it is not at the time of entering into this agreement insolvent and knows of no circumstances which would entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets.
 - 6.3. If any of these retention of title provisions are construed to be invalid or not enforceable in accordance with their terms all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.
7. **PERSONAL PROPERTY SECURITIES ACT**
 - 7.1. Notwithstanding anything to the contrary contained in these Terms and Conditions, the PPSA applies to these Terms and Conditions.
 - 7.2. For the purposes of the PPSA:
 - (a) terms used in this clause 7 that are defined in the PPSA have the same meaning as in the PPSA;
 - (b) these Terms and Conditions are a security agreement and Bordo has a Purchase Money Security Interest in all present and future goods supplied by Bordo to the customer and the proceeds of the goods;
 - (c) the security interest is a continuing interest irrespective of whether there are monies or obligation owing by the customer at any particular time; and
 - (d) the customer must do whatever is necessary in order to give a valid security interest over the goods and their proceeds which is able to be registered by Bordo on the Personal Property Securities Register.
 - 7.3. The security interest arising under this clause 7 attaches to the goods when the goods are collected or dispatched from Bordo's premises and not at any later time.
 - 7.4. Where permitted by the PPSA, the customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.
 - 7.5. Bordo and the customer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these Terms and Conditions.
 - 7.6. To the extent permitted by the PPSA, the customer agrees that:
 - (a) the provisions of Chapter 4 of the PPSA which are for the benefit of the customer or which place obligations on Bordo will apply only to the extent that they are mandatory or Bordo agrees to their application in writing; and
 - (b) where Bordo has rights in addition to those in Chapter 4 of the PPSA, those rights will continue and apply.
 - 7.7. The customer must immediately upon Bordo's request:
 - (a) do all things and execute all documents necessary to give effect to the security interest created under these Terms and Conditions; and
 - (b) procure from any person considered by Bordo to be relevant to its security position such agreements and waivers (including as equivalent to those above) as Bordo may at any time require.
 - 7.8. Bordo may allocate amounts received from the customer in any manner Bordo determines, including in any manner required to preserve any Purchase Money Security Interest it has in goods supplied by Bordo.
8. **CREDITS/RETURNS:** Except to the extent of any liability imposed by the ACL, authorisation must be obtained before returning goods for credit. No goods will be accepted for credit that are correctly supplied and invoiced if not returned freight paid within 14 days and delivery freight will be charged. Also a 15% restocking fee will be charged for any goods supplied correctly. Goods forwarded in error will be replaced no charge freight paid. Goods incorrectly sent must be held by the customer pending our further instruction.
9. **LIABILITY**
 - 9.1. Except as these Terms and Conditions specifically state, these Terms and Conditions do not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services or any contractual remedy for their failure.
 - 9.2. If the customer is a consumer nothing in these Terms and Conditions restricts, limits or modifies the customer's rights or remedies against Bordo for failure of a statutory guarantee under the ACL.
 - 9.3. If the customer on-supplies the goods to a consumer:
 - (a) if the goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of Bordo's liability to the customer;
 - (b) if the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then payment of any amount required under section 274 of the ACL is the absolute limit of Bordo's liability to the customer howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with the goods by the customer or any third party.
 - 9.4. If clause 9.2 or 9.3 does not apply, then other than as stated in these Terms and Conditions Bordo is not liable to the customer in any way howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with the goods or services by the customer or any third party.
 - 9.5. Bordo is not liable for any indirect or consequential losses or expenses suffered by the customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.
 - 9.6. The customer acknowledges that:
 - (a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by Bordo in relation to the goods or their use or application;
 - (b) it has not made known, either expressly or by implication, to Bordo any purpose for which it requires the goods and it has the sole responsibility of satisfying itself that the goods are suitable for the use of the customer.
 - 9.7. Nothing in these Terms and Conditions is to be interpreted as excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods which cannot be so excluded, restricted or modified.
10. **TRADING TERMS AND CONDITIONS:** Are subject to change without notice. Trading terms and conditions appear on the Account Application Form, our web site, or are available on request.

FUTURE UPDATES

Bordo International Pty Ltd's trading terms and conditions can also be found on our website (www.bordo.com.au). Any amendments or additions will be published promptly on our website: <http://www.bordo.com.au>.