

GENERAL TERMS & CONDITIONS OF SALE

1.) SCOPE

All goods are sold by Wm. C. Jackson & Company Pty.Ltd., and Sewparts, herein after referred to as "JACKSON'S", strictly upon the basis of these General Terms & Conditions of Sale unless amended in writing by JACKSON'S.

2.) PRICES

Prices listed by JACKSON'S are subject to variation by JACKSON'S without notice. Publication of price lists does not bind JACKSON'S to sell at the price listed nor at any other price.

3.) GOODS AND SERVICES TAX

All prices listed by JACKSON'S are exclusive of Goods & Service Tax which, where applicable, will be added to the Invoice unless the Invoice and Delivery is to an Overseas Customer and therefore the goods are exported.

4A.) PAYMENT TERMS

Where a credit account has been approved by JACKSON'S, accounts are payable within 30 days from end of month invoiced, unless otherwise agreed to by JACKSON'S in writing.

4B.) RETENTION OF TITLE

1.1 Ownership of the goods supplied to the purchaser shall remain with JACKSON'S until payment has been made in full for the goods and any other goods supplied by JACKSON'S to the purchaser. Until payment has been received in full by JACKSON'S, the purchaser shall be required to store the goods in such a way that they are clearly the property of JACKSON'S. The purchaser shall hold goods supplied by JACKSON'S in the capacity of fiduciary owner.

1.2 Risk in any goods supplied by JACKSON'S to the purchaser shall pass on delivery to the purchaser or into custody on the purchaser's behalf.

1.3 The purchaser is permitted to sell goods supplied by JACKSON'S and any such sales made by the purchaser shall be as authorised agent on behalf of JACKSON'S. The proceeds of any sales by the purchaser of goods supplied by JACKSON'S immediately becomes JACKSON'S and shall be deposited into a separate account from other monies of the purchaser with separate records maintained accordingly.

1.4 The purchaser shall make payment to JACKSON'S for all goods supplied when delivered or in accordance with clause 4A of these General Terms & Conditions of Sale.

1.5 Payment shall be deemed to have been made when all cheques and bills of exchange have been met and honoured in full.

1.6 In the event of default in payment by the purchaser for which he is liable to JACKSON'S; whereupon the commencement of any act or proceeding involving the purchaser's solvency, JACKSON'S shall have the right to retake possession of and permanently retain, any unpaid goods and to revoke all liability of JACKSON'S to the purchaser on the Contract of Sale and delivery of such goods.

1.7 JACKSON'S shall have the right to immediately terminate the Contract and cease delivery in the event of default by the purchaser, or upon any act or proceeding, involving the purchaser's solvency.

1.8 **DISPLAY UNITS** - All display units supplied to retailers on loan remain the property of JACKSON'S.

5.) DELIVERY

Unless otherwise agreed to by JACKSON'S in writing, all prices are on an ex JACKSON'S warehouse basis.

6.) DELIVERY TIME

JACKSON'S will make every effort to adhere to required delivery dates, however, JACKSON'S will not accept liability for any failure to deliver goods due to any cause beyond the control of JACKSON'S.

7A) LOSS OR DAMAGE & RISK

The risk of any goods supplied by JACKSON'S and liability for any loss or damage shall pass to the Purchaser immediately upon delivery to the Purchaser or to any carrier or agent acting on behalf of the Purchaser. Any claim for damage or short delivery must be made in writing and addressed to JACKSON'S and received within seven working day of delivery of the goods.

7B) THE RISK

The goods are at the risk of the Purchaser immediately they leave JACKSON'S warehouse and it shall be the responsibility of the Purchaser to effect insurance for loss or damage to such goods while in transit.

8.) RETURN OF GOODS

Where goods are returned to JACKSON'S for credit after consent of return by JACKSON'S, a handling and restocking charge may apply, (except where goods have been wrongly supplied by JACKSON'S). We will not be responsible for freight charges, other than those authorized by JACKSON'S.

9.) GOVERNING LAWS

The validity, performance and construction of the contract between JACKSON'S and the Purchaser shall be governed in all respects by the laws of the State of Victoria and the Commonwealth of Australia.

10.) BACK ORDERS

Goods will be placed on back order if they are of sufficient value and likely to be available within a reasonable time, unless otherwise specifically requested by Customer.

11.) SPECIAL ORDERS

We cannot accept return of any non-stock items that were obtained specifically at your request.