

ONE STOP GARBAGE SHOP PTY LTD TRADING TERMS AND CONDITIONS

In consideration of the payments made or to be made by you (the "Customer") under the agreement between yourselves and One Stop Garbage Shop ACN 093 354 986 (OSGS) in respect to OSGS supply of Goods to you, it is hereby agreed:

1) GENERAL

- a) If you become insolvent within the meaning of Section 95A of the Corporations Act, or a receiver/administrator, receiver/administrator and manager, official manager or provisional liquidator is appointed to you, all rights hereby licensed or otherwise granted to you by OSGS revert to OSGS.
- b) These terms and conditions are to be read subject to mandatory provisions of legislation of the Commonwealth of Australia or of one or more of the States or Territories, in so far as such provisions are applicable. The invalidity of any clause, or other part of a clause, shall not affect any other clause, or part of the clause. OSGS reserves the right to amend and or change the Terms and Conditions of Trading giving reasonable notice. Any amendment to these terms not consented to in writing by OSGS is void.

2) QUOTATIONS

Quotations and Prices are based on the current cost of raw materials and production and, unless otherwise agreed, are subject to amendment by OSGS before or after acceptance of the quotation to meet any changes in such costs between the date of quotation and the date of delivery of the order.

3) GOODS AND SERVICES TAX (GST)

Definition of 'Goods' - Any rendering of service or goods by OSGS, and subsequently delivered to the customer under these terms and conditions

- a) OSGS shall be entitled to charge the amount of any Sales Tax/GST payable, whether or not included in the quotation.
- b) OSGS shall provide you with a Tax Invoice and Australian Business Number in respect to the supply of the Goods.

4) OWNERSHIP-TITLE TO-DELIVERY-RISK IN GOODS / ALL MONIES

4.1 Title in Goods

Property in the goods delivered to the customer shall not pass to the customer until such time as OSGS has received payment in full of all monies owing to OSGS including but not limited to monies owing in respect to the goods specified on any particular invoice to which these terms and conditions apply.

4.2 Licence to Enter Premises

The customer hereby irrevocably empowers and gives to OSGS a license in addition to and without the limitation of any other right OSGS may have to enter without notice upon premises where the goods are located and to take possession of the same and to thereafter to deal with the goods as its own. The licence endures as long as any monies whatsoever are owed by the customer to OSGS. If the customer has mixed the goods with any other goods or products then the licence granted hereunder permits OSGS to take reasonably, steps to remove from such mixed products any discrete component(s) identifiable as the property of OSGS pursuant to these terms and conditions

4.3 Risk in the Goods

Risk in the Goods will pass to the Customer at the time of delivery of the Goods and the Customer will be wholly responsible for the Goods at that time.

4.4 Deemed Purchase of Goods

The Customer shall be deemed to have purchased the Goods if, unless within 14 days (or such other period as OSGS may stipulate from time to time) of delivery the Customer advises in writing that the Goods have been rejected.

4.5 Price Excludes Delivery Charges

Unless otherwise specified, the price quoted excludes the cost of delivery of the Goods to the Customer's delivery location.

5) CONTINGENCY FEES

The customer further agree that in the event of their breach of any of the terms of this agreement including a failure to make payment of any monies due to OSGS pursuant to this agreement that the customer shall pay to OSGS all collection costs, commissions, fees, charges and expenses including legal costs on a solicitor and own client basis incurred by OSGS of and incidental to this agreement or any matter arising out of or incidental to this agreement or the customers performance or failure to perform any of the terms of this agreement

6) PAYMENT

- a) If you hold a 30-Day Trading Account holders then you are required to remit payment within 30 days of issue of invoice. Unless otherwise stated by OSGS in writing, no discount shall be allowed.
- b) If you do not hold a 30-Day Trading account then you must remit payment for goods prior to Despatch of goods
- c) In the case of the first transaction between the parties, you must pay OSGS the value of your order on acceptance of the quotation or the lodging of your order (whichever shall be the later) unless otherwise agreed by OSGS.

7) EXPORTS

Payment for goods ordered by the customer shall be made prior to dispatching from the premises of OSGS by means of telegraphic transfer of funds or an irrevocable letter of credit or bank guarantee in favour of OSGS as approved by OSGS. Goods shall not be released for lading and shipment until OSGS has approved the method and receipt of payment accordingly, unless previously agreed. The customer will be responsible for all shipping, insurance and delivery charges.

8) DESCRIPTION AND SPECIFICATIONS

- a) Whilst every effort is made to ensure their accuracy, the descriptions, illustrations and materials contained in any catalogue, price list, brochures, leaflets or other descriptive matter provided by or on behalf of OSGS represent the general nature of the items described therein and shall not form part of any order or agreement or amount to any representation or warranty. OSGS reserves the right to modify design of goods without notice.
- b) OSGS reserves the right to supply alternative product of like dimensions and quality where a particular product is unavailable in sufficient volumes for any reason. Such alternative product will carry identical warranty protection and pricing as the original product. In the event that OSGS exercises its right under this clause to supply alternative product, it shall assess the magnitude of the demand or urgency of supply and may unilaterally elect not to notify the customer prior to delivery of supplied goods. In circumstances where the original product is not presently available but may become available after a period of delay, then OSGS will inform the customer of this fact. Should the customer not observe 'Claims' [Clause 11], the customer will be deemed to have accepted delivery of the alternative product. In no case is the customer entitled to cancel its order by virtue of OSGS exercising its rights under this clause, nor can the customer hold OSGS liable for any consequential loss arising from this.
- c) Should you, the customer, refuse to accept delivery of alternatively supplied product then OSGS can recover any loss arising from your failure to accept delivery of such alternative product.

9) GOODS WARRANTY

9.1 General Warranty Statement

- a) Subject to such statutory warranties as cannot validly be excluded, all terms and conditions that are capable of exclusion and not expressly mentioned in this warranty are expressly excluded and shall not operate to injure OSGS.
- b) Liability for breach of a condition or warranty implied into this contract by the Trade Practices Act, 1974, other than a condition implied by Section 74H, is limited to any one of the following, as determined by OSGS:
 - i) the replacement of the Goods or the supply of equivalent Goods; or
 - ii) the repair of the Goods within 14 days of inspection by OSGS, by OSGS; or
 - iii) the payment of the cost of replacing the Goods of acquiring equivalent Goods; or
 - iv) the payment of the cost of having the Goods repaired within 14 days of inspection by OSGS by a third party.
- c) Pursuant to Section 68A of the Trade Practices Act, 1974, this clause applies in respect of any of the Goods supplied under this contract which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, provided that this Clause will not apply if the Customer establishes that reliance on it would not be fair and reasonable.

9.2 Specific Warranty Statement

Plastic Parts

OSGS warrants each and everyone of the plastic parts or components of its Goods from failure in normal and which are regular use where such failure is due to defects in material for a period of 10 years, from the date of purchase.

Other Parts

OSGS warrants each and everyone of the other parts or components of its Goods from failure in normal and regular use where such failure is due to defects in material for a period of 3 years, from the date of purchase.

Workmanship

OSGS warrants workmanship in respect to its Goods from failure in normal and regular use where such failure is due to defects in workmanship for a period of 1 year, from the date of purchase.

Weather

OSGS warrants that the products shall not be subject to material defects caused by ultraviolet radiation, temperature variations, humidity or the interaction of the foregoing, for a period of 5 years from the date of purchase.

Notification and Inspection

This warranty is not valid unless the Customer:

- i) notifies its warranty claim to OSGS within the relevant warranty period; and
- ii) makes the relevant parts or components available for inspection by OSGS.

Adjustment for Usage

Where a claim under this warranty:

- a) stems from defects in material; and
- b) is made more than 1 year after purchase of the relevant Goods,

the Customer must pay to OSGS a contribution calculated according to the following formula:

$$a = b \times \frac{c}{d}$$

where

a= contribution payable by the Customer

b= the then current price of the relevant Goods/component

c= the number of months expired since the date of purchase of the relevant Goods/component

d= the number of months in the relevant warranty period.

9.3 Exclusions from Warranty

General Exclusion

This warranty does not cover damage to OSGS Goods due to accident, misuse, abuse, environmental causes (except where stipulated), normal wear and tear, alterations and failure to follow approved lifting, handling, manning, installation, maintenance and operating instructions.

Hydraulic Lifting Systems

This warranty does not extend to or cover any damage to OSGS Goods caused by the use of any hydraulic lifting system or mechanism unless:

- a) OSGS approved that system or mechanism beforehand in writing; and
- b) all directions and requirements of OSGS in connection with the use of that system or mechanism were satisfied.

Parts Manufactured by Third Party

This warranty does not extend to any parts or components of OSGS Goods manufactured by third parties provided that OSGS will use its best endeavours to pass on the benefit of any claim made by OSGS and accepted by any such third party under any warranty given by the third party.

Consequential Damage

OSGS's liability to any Customer under this warranty is limited to the replacement or repair of defective Goods as contemplated in clause 9.1 and OSGS shall not under any circumstances be liable for consequential, special or incidental damages resulting from the purchase or use of any OSGS Goods.

10) FORCE MAJEURE

Contracts and deliveries may be suspended by OSGS in the event of any strike, lockout, trade dispute, fire, tempest, breakdown, riot, theft, crime, civic disturbance, act of God, war, legislation, force majeure, the inability of OSGS to procure necessary materials or Goods thereby preventing or retarding performance of the contract of delivery of Goods and no responsibility shall be attached to OSGS for any delay, default, loss or damage due to any of the above causes or to any other cause beyond the control of OSGS.

11) CLAIMS

Unless claims arise that refer to 'Warranty' issues (see item 8 Goods Warranty), the following shall constitute the basis for handling of claims: (i) The Customer will be deemed to have accepted the goods as being in accordance with its order unless it notifies OSGS in writing of its claim within 7 days of receipt of the goods. (ii) No return of allegedly defective or faulty goods will be accepted by OSGS unless OSGS has given prior written authorisation for the return.

12) ACCEPTANCE

Acceptance of OSGS's quotation shall be an acceptance of these terms and conditions, notwithstanding any inconsistencies which may be introduced by terms and conditions contained in the Customer's order, unless otherwise expressly agreed by OSGS in writing.

13) GENERAL LIEN

OSGS shall, in respect of all unpaid debts due from the Customer, have a general lien on all Goods and property ordered by the customer but in possession of OSGS and shall be entitled, on the expiration of 30 days (or such other period as OSGS may stipulate), written notice to the Customer that OSGS is to dispose of such Goods or property as it thinks fit and to apply the proceeds towards such debt.

14) WAIVER

Notwithstanding that OSGS might agree in respect of any particular transaction either expressly, or by implication, to waive any one or more of these terms and conditions, such agreement shall in no way release the Customer from any other obligation or requirement set out herein.