

General Conditions of Sale

**GENERAL CONDITIONS OF SALE FOR QUOTATIONS
CMR Group Pty Ltd (ABN 87 112 018 247 / ACN 112 018 247)
Trading as Filing Solutions RBN B1588269S ("The Company")**

TERMS AND CONDITIONS OF SALE FROM 7 OCTOBER 2005.

1. Payment

The Customer must make full payment prior to the despatch of goods or on receipt of goods unless a credit account has been approved.

2. Payment Default

If The Customer fails to pay in accordance to clause 2, in addition to other rights.

- a. The Company may suspend supply of further goods until the default is remedied;
- b. The Company may charge interest on a cumulative basis on the overdue amount at 3% above the National Australia Bank 30-day commercial bill rate. The interest will form part of the overdue amount.
- c. The Customer will be liable for all collection agency, legal expenses, and court costs attributed to the retrieval of the overdue amount.

3. Delivery

Delivery will be negotiated with The Customer prior to acceptance of the quotation by The Company. Delivery will be confirmed prior to the despatch and/or installation of the order.

4. Installation

Unless otherwise agreed all installation of materials will be undertaken during normal business hours [Monday to Friday 9:00am to 5:00pm (excluding public holidays)].

5. Site Conditions

Unless otherwise stated in writing our offer;

- a. Excludes any special site conditions, allowances, special rates, union conditions, or over award payments. These would be additional to our offer and we reserve the right to amend our offer accordingly if these conditions apply.
- b. Assumes the use of the Customers lifting and parking facilities on site at no charge to the company. These would be additional to our offer and we reserve the right to amend our offer accordingly if these conditions apply.
- c. Assumes the use of the Customers general facilities on site at no charge

6. Warranty

The conditions and warranties which are binding on The Company in respect of the state, quality and condition of the goods supplied by it to a Customer are those imposed and required to be binding by statute (including the Trade Practices ACT 1974) and the extent permitted thereby, the liability if any of The Company arising from the breach of such conditions or warranties shall at The Company's option be limited to and completely discharged by:

- a. In the case of goods supplied to The Customer who is a consumer as defined by the Trade Practices Act 1974 By;

- i. Any remedy provided by the statute; or
 - ii. The replacement or resupply of goods by The Company; or
 - iii. The repair of the goods; or
 - iv. The payment of the cost of replacement of the goods; or
 - v. v. The payment of the cost of repair of the goods.
- b. Otherwise, by the replacement of those goods or the payment of the cost of the replacement of those goods, and in this event there will be no responsibility by The Company for any special consequential, direct or indirect loss, damage, harm or injury suffered or incurred by The Customer. And otherwise all other conditions and warranties whether expressed or implied by law in respect of the state, quality or conditions of the said goods that apart from this clause may be binding upon The Customer are hereby expressly excluded and negated.

7. Prices

Unless otherwise expressly agreed in writing the prices of the goods shall be the price nominated in The Company's pricelist current at the time of delivery. Prices incur GST and are subject to alterations without notification, however every endeavour will be made to give four [4] working weeks notice on price changes.

8. GST

Goods and services supplied by The Company are subject to Goods and Services Tax (GST) at the rate set by the Australian Tax Office or other authorised statutory authority. The purchaser must pay GST in full on a taxable supply. The Company will issue a Tax Invoice no later than seven [7] days from supply of goods and services.

9. Dimensions

All dimensions are to be treated as nominal. Where drawings are supplied all dimensions are to be site checked and verified by both parties. The Company reserves the right to alter specifications without notice and takes no responsibility for manufacturer's change in specifications.

10. Acceptance and Claims

The Customer is responsible for the immediate examination of the goods after arrival of the goods at the place of delivery. The Customer shall be deemed to have accepted the goods to be of the quantity and quality ordered unless The Company is notified of the particulars of any claim in writing within fourteen [14] days after the arrival of the goods at the place of delivery. The Company will not accept return of the goods under warranty unless such a return is authorised by The Company. To obtain authorisation to return goods The Customer shall provide information in writing to The Company of the reason for RETURN by way of fax or email. Acceptance of the RETURN OF GOODS by The Company shall be notified by way of fax or email to The Customer. A 20% restocking fee may be charged to The Customer where applicable. Such a fee is subject to GST. No return policy applies to made to measure and customised products.

11. Property and Risk

- a. Risk in the goods passes to The Customer at the time of receipt at the nominated delivery address; or
- b. At the point of despatch where The Customer nominates their own carrier.
- c. Property in the goods passes to The Customer on receipt by The Company of payment in full of all monies owing to The Company with respect to the goods.
- d. Until property passes to The Customer, and without prejudice to any other rights of The Company
 - i. The Company may repossess the goods in the event that The Customer defaults or commits an act of bankruptcy or a receiver is appointed or The Customer goes into liquidation and The Customer licenses The Company to enter its premises at any time

without notice in order to inspect or repossess the goods, and on repossession The Company may sell them to recover all monies owing to The Company.

- ii. The Customer will hold the goods solely as bailee for The Company, and the relationship between The Customer and The Company shall be fiduciary.
- iii. The Customer may sell the goods but only as an agent for The Company and the entire proceeds of sale shall be immediately paid to The Company.

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