

**RHIMA AUSTRALIA PTY LTD
GENERAL TERMS AND CONDITIONS OF SALE**

1. Definitions

- 1.1 "Buyer" is the person, firm or corporation specified in the Quotation/Letter of Offer or specified in the terms and conditions of the Distributor Agreement accompanying this document. In the Partnership/Distributor Agreement the Buyer is referred to as the Distributor.
- 1.2 "The Company" means Rhima Australia Pty Ltd A.C.N. 007 242 604; Caterimp Pty. Ltd., A.C.N. 096 559 689; Rent-N-Own (formerly Zaga Australia Pty Ltd) A.C.N. 824 597 286, of 72-74 Woodlands Drive – Braeside 3195 - Victoria.
- 1.3 "Goods" means the products and any services specified in the Quotation/Letter of Offer or supplied under the terms and conditions of the Distributor Agreement accompanying this document.
- 1.4 "Conditions" means the terms and conditions in this document, together with the specific terms and conditions included in the Quotation/Letter of Offer and the terms and conditions of the Distributor Agreement accompanying this document. In the event of any inconsistency the specific terms and conditions of the Distributor Agreement shall prevail.
- 1.5 "Distributor Agreement" means the document, which, subject to the terms of the agreement, gives the Buyer certain duties and rights. These general terms and conditions form an inextricable part of the Distributor Agreement

2. GENERAL

- 2.1 The Goods are sold on the Conditions contained herein which shall only be waived with the prior written consent of The Company.
- 2.2 Unless otherwise expressly required, any notice arising out of or in connection with the Conditions shall be deemed to be sufficiently given if delivered by hand or sent by certified prepaid post addressed to the person to whom it is intended or required to be given and, if posted, shall be deemed to have been received at the expiry of two clear days of posting.
- 2.3 Buyer shall at all times provide a safe work environment according to OH&S laws for the Company's employees and/or agents.

3. ACCEPTANCE OF ORDERS

- 3.1 Unless previously withdrawn, goods and services are supplied under the Conditions and acceptance of orders is subject to these Conditions.

4. SPECIFICATIONS

- 4.1 When Goods are the subject of a manufacturer's specification The Company will be deemed to have performed its obligation to the Buyer if it delivers to the Buyer goods according to the specifications as known to The Company at the time of the order or according to such other altered or amended specifications for those goods that the manufacturer may have published from time to time and no variation in the Conditions occasioned by amendment of the specification shall entitle the Buyer to avoid the contract or to any adjustment of the purchase price.
- 4.2 Any prints, plans, specifications, drawings, designs and other like materials prepared or supplied by The Company to the Buyer shall remain the property of The Company and shall be regarded by The Company as secret and confidential and the Buyer shall not without the prior written consent of The Company be used by the Buyer except for the purpose of implementing this Contract.
- 4.3 A specific performance specification for Goods other than an acceptable performance within the scope of their common use must be agreed upon in writing by both parties.

5. PRICE AND PAYMENT

- 5.1 The Buyer shall pay to The Company in addition to the price quoted:
- 5.1.1 the amount of any variation to the price of the goods after the date of the order due to increases in Overseas Freight Rates, Currency Exchange Rates or Taxes or Duties or other costs, then the actual cost of such variation shall be added to the stated price;
 - 5.1.2 any increase in the cost to The Company arising from delivery or installation to a place at a time or in manner other than that specified in the Quotation/Letter of Offer or supplied under the terms and conditions of the Distributor Agreement or from any costs to The Company arising from compliance with any occupational health and safety regulations or compliance with any relevant industrial or workplace agreement or associated with any stoppage caused by actions of employees, servants, agents or contractors of the Buyer.
 - 5.1.3 any Sales Tax, Goods and Services Tax or other taxes applicable to the Goods.
- 5.2 The purchase price shall be paid by the Buyer to The Company on the terms stated in the Quotation/Letter of Offer or specified under the terms and conditions of the Distributor Agreement.
- 5.3 If the Buyer defaults in any payment The Company shall be entitled:
- 5.3.1 to charge interest from the due date until payment at the rate of 1.5% per month.
 - 5.3.2 to retain title to and possession of the Goods and give the Buyer written notice of the default and that The Company intends to resell the Goods after the expiry of seven days from the date of the notice given and, if the Buyer fails to remedy the default within that time, The Company shall be released from all obligations under this Contract and shall be entitled to rescind the Contract and sue for damages.

6. DELIVERY

- 6.1 The Buyer shall be responsible for the cost of:
- 6.1.1 delivery and installation unless otherwise specifically stated in the Quotation/Letter of Offer or specified under the terms and conditions of the Distributor Agreement.
 - 6.1.2 transport, storage, warehousing and any other costs incurred by The Company due to the Buyer delaying or preventing physical delivery and installation.
 - 6.1.3 insurance and risk of Goods during transport or storage.
 - 6.1.4 Buyer is at all times responsible to provide safe and adequate loading/unloading facilities in compliance with OH&S laws
- 6.2 The delivery times made known to the Buyer are estimates only and The Company shall not be liable for late delivery or non-delivery of the Goods and The Company shall not be liable for any loss, injury, damage or delay whatsoever or howsoever arising to the Buyer or its customers or third parties from late or non-delivery, commission, assembly or installation of the Goods.
- 6.3 The delivery time for Goods requiring a deposit payment will not commence until clear funds have been received by the Company.
- 6.4 If The Company is prevented (directly or indirectly) from making delivery or installation of the Goods or any part thereof by reason of any of the events set out in Clause 9 below, The Company shall be entitled at its option, upon notice to the Buyer, to extend the time for performance or to cancel the order.
- 6.5 The Company shall be entitled to make delivery by instalments where necessary and to determine the route and manner of delivery of the Goods.
- 6.6 If the Buyer fails to pay any instalment payment within three days of its becoming due or commits any other breach of the contract The Company may, without prejudice to any other rights, suspend its obligations under the contract until such payment is made or such breach is remedied and the date for delivery shall be extended by an equivalent number of days together with any consequential delays.

- 6.7 If the Buyer fails to approve any working drawings or specifications within the time specified in the Quotation/Letter of Offer or specified under the terms and conditions of the Distributor Agreement causing a delay in the performance of the contract The Company may at its option suspend its obligation under the Contract.

7. PASSING ON PROPERTY RISK AND INSURANCE

- 7.1 The Company retains the following rights in relation to the Goods until payment is made in full for the Goods:
- 7.1.1 legal ownership title and property in the goods;
 - 7.1.2 the right to enter and allow its employees, agents, servants or contractors to enter the Buyer's premises (or the premises where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and the buyer hereby grants an unconditional licence to The Company to give full effect to such licence which shall extend to breaking and removing any outer or inner gates, door, window, fastening or other obstruction without liability for any action in trespass or other proceedings.
 - 7.1.3 to keep or resell any goods repossessed pursuant to this Agreement.
- 7.2 If the Goods or any part thereof are sold or altered in any way by the Buyer, the Buyer shall hold such of the proceeds of any such sale as represents the invoice price of the Goods sold or offered in a separate identifiable account as the beneficial property of The Company and shall pay such amount to The Company upon request. Notwithstanding the provisions above The Company shall be entitled to maintain an action against the Buyer for the purchase price.
- 7.3 The Buyer agrees that, prior to payment in full, it shall not remove any marks identifying the Goods as the property of The Company.
- 7.4 Irrespective of when property in the Goods passes to the Buyer, the Goods shall be at the Buyer's risk from the earliest to occur of the following events:
- 7.4.1 the passing of property to the Buyer; or
 - 7.4.2. the physical delivery of the Goods or any of them to the Buyer or to a carrier if commissioned by the Buyer; or
 - 7.4.3 the Goods leaving the store of The Company.
- 7.5 The Buyer acknowledges that The Company is under no obligation to insure the Goods unless The Company otherwise agrees in writing.

8. WARRANTY

- 8.1 The Company will (unless otherwise specified) in the Quotation/Letter of Offer or specified under the terms and conditions of the Distributor Agreement within 12 months of delivery of the Goods repair or replace (at its option) any machinery or part manufactured by it which in The Company's sole judgement is defective in material or workmanship. The warranty does not include the following:
- 8.1.1 defects or damage due to unauthorised installation or neglect.
 - 8.1.2. defects arising out of normal wear and tear.
 - 8.1.3 any service requirement.
 - 8.1.5 adjustments to temperature, water levels or the like.
 - 8.1.6 breakdown due to external influences including water pressure or temperature interruption to electricity and/or gas supplies.
 - 8.1.7 damage due to usage not in accordance with the operating instructions.
 - 8.1.8 parts or machinery where the manufacturer's seals have been broken.
 - 8.1.9 warranty is carried during normal business hours and excludes travel and or call out expenses.
 - 8.1.10 Goods with a mass of 0.3m³ (lxwxh) or less are to be returned to the Company or Authorised Service Centre for repair at Buyer's expense.
- 8.2 No liability will be accepted if goods have been altered, modified or repaired except by a service person or agent authorised by The Company.
- 8.3 If the Goods are not manufactured by The Company any guarantee or warranty of the manufacturer thereof shall be accepted by the Buyer and is the only guarantee or warranty given to the Buyer in respect of the Goods.

- 8.4 Except as provided herein, all express and implied warranties guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded and The Company shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of any act, omission, negligence or any other cause by The Company, its employees agents, contractors or servants or in any way whatsoever or howsoever arising.
- 8.5 The Company may at its option:
- 8.5.1 in the case of Goods replace the Goods or supply a reasonable equivalent for the Goods or repair the Goods or pay an amount equivalent to the cost of replacement or repair.
- 8.5.2 in the case of services re: supply the services or pay the cost of re-supplying the services.
- 8.6 It is agreed that the Conditions comprise the entire agreement between The Company and the Buyer. All other terms representations, warranties, conditions and undertakings express or implied are hereby expressly negated and excluded to the extent permissible at law.
- 8.7 Nothing in the Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974 as amended and the Goods Act 1958 as amended) which cannot be excluded, restricted or modified and any provision in the Conditions shall be read down to the extent only that is necessary to prevent such exclusion restriction or modification and if any provision cannot be read down the provision shall be severed and the remaining provisions will continue to have full force and effect.

9. FORCE MAJEURE

- 9.1 If by reason of any fact, cause, circumstance, matter or thing beyond the reasonable control of The Company including, but not limited to, lack of shipping space, embargoes, acts of Government, strikes, lockouts, fire, bans, explosion, theft, flood, riot, civil commotion, war, malicious mischief or act of God it is unable to perform in whole or part any obligation under this agreement it shall be relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and shall not be liable to the other party to this agreement in respect of such inability.

10. PLACE OF CONTRACT

- 10.1 The parties agree that this contract is made in the State of Victoria, Australia and agree to submit to the jurisdiction of the Courts of that State.