

1.0 General

1.1 Optique Lighting (t/a UNILED AUSTRALIA PTY LTD) agrees to sell goods (the Goods) to the Buyer on the following terms only.

1.2 The Buyer agrees that, upon placement of an order for Goods with UNILED AUSTRALIA, the Goods will be supplied by UNILED AUSTRALIA under these terms and conditions and the Buyer will accept the purchase of the Goods under these terms and conditions.

2.0 Time of Delivery

2.1 Any time of delivery specified by UNILED AUSTRALIA shall be an estimate only. UNILED AUSTRALIA will use its best endeavor to deliver the Goods by that time but will not be liable for any loss, damage or delay arising from the late or non-delivery of the Goods.

3.0 Delivery

3.1 The Goods will be delivered to the Buyer at the delivery address specified by the Buyer upon placement of the order. If no delivery address is specified, the Goods will be collected by the Buyer from UNILED AUSTRALIA.

3.2 The cost of delivery of the Goods to the Buyer will be payable by the Buyer.

3.3 UNILED AUSTRALIA agrees to deliver the Goods to the delivery address on behalf of the Buyer by either the Buyers freight forwarder or (if the Buyer does not nominate a forwarder) any freight forwarder UNILED AUSTRALIA nominate in their behalf. UNILED AUSTRALIA is not liable to the Buyer or any other party claiming through the Buyer for any loss or damage caused in the delivery of the Goods (whether or not UNILED AUSTRALIA is legally responsible for the person who contributed to that loss or damage) in respect to the action or actions of freight forwarders or other parties.

4.0 Payment

4.1 Where UNILED AUSTRALIA has allowed credit to the Buyer, payment for all Goods is to be made strictly by the 30th day of the month following the issue of the invoice unless varied in writing by UNILED AUSTRALIA. Otherwise, payment is to be made upon delivery of the Goods.

4.2 Payment will be made by deposit of clear funds to UNILED AUSTRALIA's nominated bank account by the way of direct deposit, telegraphic transfer or cheque.

4.3 In the event of the failure of the Buyer to meet payment by the 30th day of the month following the issue of the invoice:

- Payment discounts (if extended) will no longer be extended;
- The Buyer will pay interest on any outstanding amount at the rate of 2% per month;
- The Buyer will pay the legal cost and expenses on a solicitor/client basis which UNILED AUSTRALIA may incur recovering any overdue amount; and
- UNILED AUSTRALIA reserves the right to withdraw the approval of credit and to refuse any subsequent orders from the Buyer for the supply of Goods.

4.4 Unless otherwise stated, all prices quoted from time to time by UNILED AUSTRALIA are exclusive of Goods and Services Tax.

5.0 Passing of Property

5.1 Property in the Goods will pass from UNILED AUSTRALIA to the buyer once UNILED AUSTRALIA has received payment in full of the purchase price of the Goods.

5.2 Until the property has passed to the Buyer, the Buyer shall hold the Goods as bailee for UNILED AUSTRALIA and shall keep them separately stored and identified as the property of UNILED AUSTRALIA.

5.3 In the event that the Buyer shall sell the Goods before property has passed to the Buyer, the Buyer will do so as an agent of UNILED AUSTRALIA and the proceeds of any such sale will be held on trust for UNILED AUSTRALIA and kept in separate account identified as containing monies from the sale of UNILED AUSTRALIA property. The Buyer shall account to UNILED AUSTRALIA for the whole of the proceeds received from such sale.

5.4 If the Goods become constituents of or are converted into, mixed with or used in the manufacture of other Goods before the purchase price for the Goods is fully paid to UNILED AUSTRALIA, the Buyer must record the value of the Goods so consumed in relation to each unit of finished product. Upon sale of these manufactured Goods the Buyer must remit, from the proceeds of sale, the amount to UNILED AUSTRALIA. Until such amounts are remitted to UNILED AUSTRALIA, the Buyer must hold these monies in trust for UNILED AUSTRALIA, ensuring that they are kept in a separate account identified as containing monies from the sales of UNILED AUSTRALIA's property and the Buyer shall account to UNILED AUSTRALIA for the whole of such proceeds on demand.

5.5 Until property shall have passed as aforesaid of UNILED AUSTRALIA shall be at liberty at anytime:

- To by notice in writing, require the Buyer forthwith to return the Goods to UNILED AUSTRALIA whereupon the Buyer shall cease to be in possession of them with the consent of UNILED AUSTRALIA;

Or

- To enter upon any premises where the Goods are or are reasonably believed by UNILED AUSTRALIA to be situated to take responsibility of the Goods. For such purpose, the Buyer agrees that UNILED AUSTRALIA has an irrevocable license to enter upon such premises. In such event that the Buyer agrees to indemnify UNILED AUSTRALIA's agent from action or responsibility where consequential or inconsequential arising from the retaking of possession of the Goods including but not limited to trespass, assault, or property damage.

6.0 Charge over Property

6.1 Notwithstanding clause 5, the Buyer hereby grants UNILED AUSTRALIA the authority to charge all the Buyer's real and personal property with its obligations under this Agreement and to lodge a consent caveat over the property of the Buyer to protect its interests with respect to the supply of Goods to the Buyer.

7.0 Acceptance of Goods

7.1 The Buyer will inspect the Goods immediately upon delivery and give notice in writing to UNILED AUSTRALIA within 36 hours of delivery in the event that the Goods are not in accordance with the order from the Buyer with respect to the type of Goods or the number of Goods.

7.2 If the Buyer shall not have given such notice within the time required under this clause, the Goods shall be deemed to be delivered in accordance with the order.

8.0 Return of Goods/Cancellation of Order

8.1 Except as otherwise provided herein, UNILED AUSTRALIA is not under any duty to accept the return of any Goods and may do so only on terms agreed in writing between the parties, notwithstanding the conditions contained herein.

8.2 If UNILED AUSTRALIA accepts the return of Goods, the Buyer must return the Goods to UNILED AUSTRALIA's place of business in original packaging for the Goods and such acceptance of the returned Goods will be subject to final inspection of the Goods by UNILED AUSTRALIA as to their condition.

8.3 UNILED AUSTRALIA will charge the Buyer a restocking fee if the returned Goods are:

- Goods which have been correctly supplied in accordance with the contract 30%
- Goods otherwise returned without the original packaging 50%, or
- Goods damaged by the Buyers freight forwarder, or by the Buyer or the Buyer's customer will not be accepted for return.

8.4 No order may be cancelled except with the written consent of UNILED AUSTRALIA, which consent may include such terms in which will indemnify UNILED AUSTRALIA against any losses incurred due to the cancellation.

9.0 Warranties

9.1 This clause must be read together with any limited warranty provided by UNILED AUSTRALIA with respect to any Goods.

9.2 UNILED AUSTRALIA's liability for such of the Goods manufactured by it is limited to the making good any defects by repairing the defects or at the Seller's option by replacement, within a period not exceeding twelve (12) calendar months after the delivery of the Goods as long as:

- Defects have arisen solely from faulty material or workmanship;
- The Goods have not suffered maltreatment, inattention or interference;
- Accessories of any kind installed by the Buyer are manufactured by or approved by Seller;
- The seals of any kind on the Goods remain unbroken; and
- The defective parts are promptly returned free of cost to UNILED AUSTRALIA.

9.3 If the Goods are not manufactured by UNILED AUSTRALIA the guarantee of the manufacturer of those Goods is accepted by the Buyer and is the only guarantee given to the Buyer in respect of the Goods. UNILED AUSTRALIA agrees to assign to the Buyer on request made by the Buyer the benefit of any warranty or entitlement to the Goods that the manufacturer has granted to UNILED AUSTRALIA under any contact or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.

9.4 UNILED AUSTRALIA is not liable for and the Buyer releases UNILED AUSTRALIA from any claims in respect of faulty or defective design of any Goods supplied unless such design has been wholly prepared by UNILED AUSTRALIA and the responsibility for any claim has been specifically accepted by UNILED AUSTRALIA in writing. In any event UNILED AUSTRALIA's liability under this paragraph is limited strictly to the replacement of defective parts in accordance with clause 7.1

9.5 Except as provided in these conditions, 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 expressly excluded. UNILED AUSTRALIA is not liable for physical or financial injury, loss or damage of any kind arising out of UNILED AUSTRALIA's negligence or in any way whatsoever.

9.6 UNILED AUSTRALIA's liability for a breach of condition or warranty implied by Div. 2 of Pt V of the Trade Practices Act 1974 (other than s 69) is limited to, in the case of the Goods, any one or more following:

- The replacement of Goods or the supply of equivalent Goods;
- The repair of Goods;
- The payment of the cost of replacing the Goods or of acquiring the equivalent Goods;
- The payment of the cost of having the Goods repaired; or in the case of Services

- The supplying of the services again; or
- The payment of the cost of having the services supplied again.

9.7 UNILED AUSTRALIA's liability under s 74H of the Trade Practices Act is expressly limited to liability to pay the Buyer an amount equal to:

- The cost of replacing the Goods;
- The cost of obtaining the equivalent Goods; or
- The cost of having repaired, whichever is the lowest amount.

10.0 Force Majeure

10.1 Should UNILED AUSTRALIA be prevented from delivering any Goods by reason of lockouts, strikes, mutinies, fire, ice or other unexpected or exceptional cause either at UNILED AUSTRALIA's work or the port of shipment or delivery UNILED AUSTRALIA will deliver and the Buyer take such part of the Goods as UNILED AUSTRALIA shall be able to deliver at the time fixed for delivery and the Buyer will pay the same proportion of the purchase price as the part of the Goods delivered bears to the whole of the Goods ordered by the Buyer.

10.2 For the purpose of clause 8.1 UNILED AUSTRALIA will, in its sole discretion, determine whether it is able to deliver any and, if any, what part of the Goods and will, during the period specified for delivery, give notice in writing to the Buyer specifying the part, if any, of the Goods which UNILED AUSTRALIA is able to deliver.

10.3 UNILED AUSTRALIA is not liable for any loss or damages suffered by the Buyer as a consequence of the non-delivery of any part of the Goods.

11.0 Liability

11.1 Except as otherwise provided herein, the total liability of UNILED AUSTRALIA for loss or damage of every kind arising out of the purchase of the Goods, whether in tort or contract or any other cause of action, is limited to the repair or replacement of the Goods or damages not exceeding the purchase price of the Goods.

12.0 Indemnity

12.1 Except as otherwise provided herein, the Buyer indemnifies and holds harmless UNILED AUSTRALIA against any and all claims, proceedings, costs, losses, expenses, liabilities, including legal fees, whatsoever and howsoever caused or arising out of, connected with, or resulting from the Goods themselves or use of the Goods including without limitation the manufacture, selection, delivery, possession, use, operation, return or any and all damages or injuries caused thereby to anyone whatsoever.

13.0 Waiver and Invalidity

13.1 The failure of either party to insist on the strict compliance with any terms, covenants, or conditions contained herein by the other party shall not be deemed as a waiver of that term, covenant or condition nor shall any waiver or relinquishment of any right of power at any one time or times be deemed as a waiver or relinquishment of the right or power for all or any times.

13.2 If any provision in contracts is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in force without being impaired or invalidated in any way.

14.0 Prices and Specifications

14.1 UNILED AUSTRALIA reserves the right to alter or amend any published information including, without limitation, the pricing, specification and supply of Goods offered at any time without prior notice

14.2 With regard to any pricing offered whereby formal quote, correspondence or otherwise, pricing offered is:

- Valid only for 21 days unless explicitly offered otherwise;
- Any pricing howsoever offered may be revoked and new pricing substituted in the event that the exchange rate during the pricing validity period changed more than 2% from the date of the pricing offer was made.

15.0 Privacy Act

15.1 That under the terms of the Privacy Act 1988 (Cth) the Buyer authorizes any person or company to provide UNILED AUSTRALIA with such information as required with regard to credit enquiries. The Buyer authorizes UNILED AUSTRALIA to furnish any third-party details of an application or the operation of credit with UNILED AUSTRALIA.

16.0 Jurisdiction

16.1 The agreement for the sale of the Goods shall be governed by and constructed in accordance with the laws of the State of Queensland, Australia, and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Queensland and all appellate Court.