

PODEAN ELECTRONIC INDUSTRIES PTY LTD ABN 27 008 91 848 ("Podean Electronic Industries Pty Ltd")
TERMS & CONDITIONS OF SUPPLY

1. Any order placed by a customer (the "Customer") with Podean Electronic Industries Pty Ltd is deemed to be an order incorporating these terms and conditions. If there is any inconsistency between these terms and conditions, and the terms and conditions stipulated or referred to in the Customer's order, then these terms and conditions shall prevail.
2. Unless Podean Electronic Industries Pty Ltd otherwise agrees in writing, the price payable for the goods and/or services shall be Podean Electronic Industries Pty Ltd's then current price at the date of supply.
3. Unless Podean Electronic Industries Pty Ltd otherwise agrees in writing, the travel time and expenses of Podean Electronic Industries Pty Ltd's representatives in traveling to and from the location at which Podean Electronic Industries Pty Ltd is to supply its goods and/or services shall be payable by the Customer at Podean Electronic Industries Pty Ltd's then current charge rate for such time and expenses. Such time and expenses shall be added to and form part of the price payable for the goods and/or services.
4. The price for the goods and/or services is exclusive of any Goods and Services Tax ("GST") and any other sales taxes or duties. If any GST or sales tax or duties are payable by Podean Electronic Industries Pty Ltd for the supply of the goods and/or services, then Podean Electronic Industries Pty Ltd may add the amount of such GST, tax or duty to the amount payable by the Customer.
5. The Customer shall pay for price for the goods and/or services at the address specified on Podean Electronic Industries Pty Ltd's invoice within thirty (30) days from the date of Podean Electronic Industries Pty Ltd's invoice.
6. The Customer shall be in default if payment in full is not made by the due date or if the Customer, being an individual is declared or commits an act of bankruptcy, enters into an arrangement or composition with his creditors, signs an authority under Part X of the Bankruptcy Act or any execution is levied against his property or being a corporation suffers the appointment of controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator or has winding up proceedings initiated against it or any execution is levied against its property. In the event of default, Podean Electronic Industries Pty Ltd will be entitled (without the obligation to give any notice to the Customer) to (in addition to any other rights it may have):
 - (a) interest on all accounts overdue at the rate of 1.5% per month, plus
 - (b) an accounting fee being the recovery, agents and actual legal costs to Podean Electronic Industries Pty Ltd in recovering due amounts, plus
 - (c) payment for all purchases made by the Customer from Podean Electronic Industries Pty Ltd, the payment of which would otherwise not have been then due and payable, plus
 - (d) terminate or suspend delivery of any order which is the subject of any other sale between Podean Electronic Industries Pty Ltd and the Customer, plus
 - (e) treat the Customer's default as a repudiation of any existing contract for the supply of goods and/or services and recover any unpaid sum plus the compensation referred to in (a) of this clause plus the fee referred to in (b) of this clause from the Customer by way of liquidated damages, plus
 - (f) retake possession of goods the title of which has not passed to the Customer by virtue of the retention of title preserved on behalf of Podean Electronic Industries Pty Ltd pursuant to these terms and conditions.
7. Any claim by the Customer that the goods and/or services were defective must be notified to Podean Electronic Industries Pty Ltd in writing within 7 days of their supply failing which the Customer will be bound to accept the goods and/or services and Podean Electronic Industries Pty Ltd shall be discharged from any liability in respect of the goods and/or services being defective.
8. Every effort will be made to supply the goods and/or services within the time or times agreed upon, but any time quoted for supply is an estimate only and failure to do so shall not constitute breach of contract. Podean Electronic Industries Pty Ltd shall not be liable for any loss or damage howsoever arising as a result or consequence of any delay in supply or any failure to supply. The Customer shall not be relieved of any obligation to accept or pay for goods and/or services by reason of any delay in supply.
9. Supply of goods shall occur when the goods are first delivered to the Customer's location. All the risk in the goods passes to the Customer upon supply. All charges and costs for the supply and transport of the goods shall be borne by the Customer.
10. Title of goods does not pass to the Customer until payment in full of all monies due or owing by the Customer to Podean Electronic Industries Pty Ltd is received by Podean Electronic Industries Pty Ltd. Until Podean Electronic Industries Pty Ltd has received payment of all monies due or owing by the Customer, the Customer must:
 - (a) store goods which have not been paid for separately;
 - (b) hold goods not paid for as bailee for Podean Electronic Industries Pty Ltd, however, risk will pass to the Customer on delivery and the Customer must insure the goods;
 - (c) keep records in relation to the proceeds of the sale of any goods which have not been paid for and when payment is received, hold such payment on trust for Podean Electronic Industries Pty Ltd and remit payment to Podean Electronic Industries Pty Ltd;
 - (d) if requested by Podean Electronic Industries Pty Ltd, assign to Podean Electronic Industries Pty Ltd the debt owed to the Customer by the party to whom the goods have been on sold;
11. The Customer acknowledges and agrees Podean Electronic Industries Pty Ltd and/or its agents may enter upon the Customer's location without liability for trespass or any resultant damage in order to retake possession of the goods. In the event the location where the goods are stored are not owned by the Customer, the Customer agrees to obtain the consent of the owner of the location to allow Podean Electronic Industries Pty Ltd the right to enter the location to retake possession of the goods.

12. All warranties and conditions whether express or implied by statute, the common law, equity, trade custom or usage or otherwise which would, but for this clause affect the rights, duties, liabilities or obligations of Podean Electronic Industries Pty Ltd or the Customer under any contract are hereby expressly excluded to the maximum extent permitted by law.
13. Except as otherwise provided in these terms and conditions, Podean Electronic Industries Pty Ltd shall not be liable to the Customer for any loss, damage or injury sustained by the Customer or any other person for loss or damage to property whatsoever and howsoever arising directly out of or in consequence of any negligent act or omission by Podean Electronic Industries Pty Ltd in the supply of the goods and/or services or any breach of contract by Podean Electronic Industries Pty Ltd including, without limitation, loss caused by delay or detention, loss of products or profit or liability to third parties.
14. The Customer should note that certain legislation has the effect of giving a Customer certain rights which cannot be excluded, restricted or modified by agreement. The provisions of any contract between Podean Electronic Industries Pty Ltd and the Customer must, therefore, be read subject to such legislation to the extent that it may be applicable, and noting in these terms and conditions shall have the effect of purporting to exclude, restrict or modify such rights. Nothing in these terms and conditions, however, shall be construed as a surrender by Podean Electronic Industries Pty Ltd of any of its rights or immunities, or as an increase of any of its responsibilities or liabilities under such legislation.
15. Subject to the qualifications contained in section 68A of the Trade Practices Act 1974, liability for breach of a condition or warranty implied into any contract between Podean Electronic Industries Pty Ltd and the Customer that cannot be excluded, restricted or modified (other than a condition implied by section 69 of the Trade Practices Act 1974) is limited (at Podean Electronic Industries Pty Ltd's option) to:
 - (a) the replacement of the goods and the resupply of the services; or
 - (b) the payment of the cost of replacing the goods or acquiring equivalent goods and the resupply of the services or of equivalent services; or
 - (c) providing the Customer with a credit note.
16. Subject to the provisions of the Trade Practices Act 1974 and any other non-excludable legislation, where goods are returned by the Customer to Podean Electronic Industries Pty Ltd:
 - (a) the goods must be returned by the Customer on a freight pre-paid basis;
 - (b) Podean Electronic Industries Pty Ltd may charge a restocking fee of up to 20% of the price of the goods; and
 - (c) if the goods are returned for repair under warranty, then the request for repair must include proof of the purchase date and a copy of the warranty certificate.
17. Any description of the goods contained in the order or invoice is given by way of identification only and the use of such description shall not constitute a contract of sale by description.
18. Any provision of these terms and conditions which is void, illegal or unenforceable in any jurisdiction must be read down (if possible) to be valid, legal and enforceable and such provision shall not affect the validity, legality or enforceability of the remaining provisions.
19. Podean Electronic Industries Pty Ltd reserves the right to vary these terms and conditions by notice to the Customer in writing. Such notice shall be delivered or sent by prepaid mail to the Customer's address and (in the case of mail) shall be deemed to have been given two days after such notice was mailed.
20. In these terms and conditions the singular shall include the plural and vice versa and a reference to a gender will include all genders.
21. These terms and conditions shall be read and construed in accordance with the laws of the State of South Australia and Podean Electronic Industries Pty Ltd and the Customer agree to submit to the jurisdiction of the courts and tribunals of that State.
22. In these terms and conditions:
 - (a) "Podean Electronic Industries Pty Ltd" means Podean Electronic Industries Pty Ltd Pty Ltd and includes its transferees, successors and assigns;
 - (b) "The Customer" means the person or company whose name and address is set out in this order or invoice and includes its legal representatives, administrators, successors and permitted assigns;
 - (c) "The Customer's location" includes, without limitation, any premises or vessel which is owned, occupied or otherwise controlled by the Customer;
 - (d) "The goods" means the goods whose description and quantity are set in this order or invoice;
 - (e) "The services" means the services whose description and quantity are set in this order or invoice;
 - (f) "The price" is the price in Australian dollars, unless specifically stated on the order or invoice.