

TERMS & CONDITIONS OF SALE

1 Interpretation

These Conditions do not exclude or limit the application of any statutory provision (including a provision of the *Trade Practices Act 1974 (TPA)* where to do so would contravene that statute or cause any part of these Conditions to be void.

'Buyer' means the party who places an order with the Seller to purchase one or more Products.

'Intellectual Property Rights' means copyright, trade marks (whether registrable or not), trade mark applications, designs (whether registrable or not), design applications, patents, patent applications, innovation patents, circuit layout rights and all other intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation July 1967.

'Invoice' means goods delivery invoice issued by the Seller and accepted by the Buyer.

'Product' means a product supplied by the Seller pursuant to these Conditions.

'Seller' means Library AV & Large Print Pty Limited ABN 51 113 092 167.

2 Contract

The Buyer accepts, on these Conditions, the Seller's offer to supply Products when the Buyer places an order. These Conditions apply to that Contract to the exclusion of any other terms and conditions contained in a purchase order, letter or any other document, unless agreed in writing between the parties.

3 Title and risk

Risk in the Products shall pass from the Seller to the Buyer at the time of Delivery. Title to the Products shall pass at the time payment for the Products is made by the Buyer to the Seller.

4 Delivery

Delivery to the Buyer occurs when the Buyer signs an Invoice. Any period of delivery agreed by the Seller is an estimate only and not binding on the Seller. Time of delivery is not of the essence of the Contract and failure to deliver part or all of the Products at the agreed delivery time will not entitle the Buyer to terminate the Contract or to claim compensation of any nature. The Buyer must inspect the Products immediately on delivery. Claims for short shipment, damage or incorrect goods must be made within 48 hours of delivery. Any return of goods must be authorised in writing by a representative of the Seller.

5 Price

The price for any Product is as shown on a price list provided by the Seller to the Buyer from time to time and does not include delivery charges or GST unless expressly stated therein.

6 Payment and interest charges

All payments are due at the time stated on an Invoice unless other arrangements have been expressly agreed between the Buyer and Seller in writing.

Interest on overdue payments may be charged by the Seller at the rate of 10% per annum, calculated daily and accruing monthly.

Should the Buyer default upon payment of monies due under the Contract, in addition to all other remedies available to the Seller at law, the Seller may refuse to supply any further Products to the Buyer, or may also insist upon any subsequent orders of Products being paid in full in advance, or paid by bank cheque or some other means of payment as directed by the Seller.

7 Change of Payment Terms

If the Buyer becomes insolvent, commits an act of bankruptcy, enters into any arrangement or composition with its creditors, goes or is put into liquidation (other than solely for amalgamation or reconstruction), or has a receiver or administrator appointed over any part of its business or assets, the Seller has the immediate right to possession of any Products held by the Buyer (or held on behalf of the Buyer) for which the Seller has not been paid. The Buyer grants to the Seller an irrevocable licence to enter the Buyer's premises and repossess these Products. The Buyer must also immediately pay to the Seller all amounts owed by the Buyer on the Seller's demand.

8 Seller's Warranty and Limitation of Liability

The Seller excludes all implied conditions and warranties with respect to the Products, whether implied at law, by course of dealing or otherwise, including without limitation any warranty as to the fitness or suitability of the Products for any particular purpose or special circumstance, except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void.

The Seller's liability to the Buyer for breach of any Non-excludable Condition is limited, at the Seller's option, to refunding the price of the Product in respect of which the breach occurred or to providing again or replacing that Product.

The Seller excludes all liability for consequential loss or damage including but not limited to lost profits suffered by the Buyer, arising out of one or more breaches by the Seller of these Conditions.

9 Intellectual Property

The Buyer acknowledges and agrees that the Products may embody Intellectual Property Rights owned by third parties. It is a fundamental term of the Seller's agreement to supply the Products to the Buyer that the Buyer will comply with all directions issued by the Seller, or issued by the third party owners of such Intellectual Property Rights via the Seller, from time to time in relation to the display, use, loan or other dealings with the Products by the Buyer or customers of the Buyer, including the display of copyright notices on or immediately adjacent to the Products when displayed, or on or adjacent to any equipment which may facilitate the unlawful reproduction, communication or other unlawful dealing with a Product.

The Buyer will not remove any copyright warning or other labels which are affixed to any Product by the Seller at the time of supply to the Buyer.

The Buyer indemnifies and keeps the Seller indemnified against all claims, actions, suits, demands and proceedings whatsoever and whensoever occurring, made against the Seller, arising out of the breach by the Buyer of its obligations pursuant to this clause 9 (whether occurring by way of the Buyer's negligence or otherwise).

10 Insurance

It is the Buyer's sole responsibility to take out and maintain any insurance in relation to the Products, the supply of Products, or the indemnity given by the Buyer to the Seller at clause 9.

11 Termination

If the Buyer breaches any condition of these Conditions and does not remedy that breach (if capable of remedy) within 7 days of receiving written notification of the breach from the Seller, the Seller may terminate its Contract with the Buyer forthwith, and cease to supply any further Products to the Buyer, as well as enforcing all of its other remedies against the Buyer at law, including the recovery from the Buyer of damages for any loss suffered by the Seller arising out of the Buyer's breach.

12 Waiver

No claim or right of the Seller under these Conditions shall be deemed to be waived or renounced in whole or in part unless the waiver or renunciation of such claim or right is acknowledged and confirmed in writing by the Seller. Failure of the Seller to exercise its rights under these Conditions upon one occasion shall not waive its right to exercise the same on another occasion.

13 Disputes

Except for the obtaining of urgent interlocutory relief, if a dispute arises in relation to these Conditions each party must use all reasonable attempts to resolve the dispute within 30 days of the dispute prior to commencing proceedings.

14 Governing Law

These conditions are governed by the laws of the State of New South Wales, Australia and the parties submit to the jurisdiction of the Courts of that State.

15 GST

The Seller shall charge to the Buyer, and the Buyer must pay, any Goods and Services Tax (GST) arising by reason of the supply of goods or services by the Seller to the Buyer, to the Seller at the same time as payment of the amount on which the GST is calculated is payable to the Seller.

16 Severability

Part or all of any provision of these Conditions that is illegal or unenforceable may be severed from these Conditions and all remaining provisions of these Conditions continue in force.