

## **VANBAR PTY LTD TERMS & CONDITIONS OF SUPPLY EDITION 1.04 June 2002**

These (Terms of conditions and supply) apply to Vanbar Pty Ltd, Vanbar imaging, Photochem, Photolab, Digital Imaging Centre and all other associated companies and become effective as of November 1<sup>st</sup> 1998. All goods and services supplied must comply with these conditions unless written a written variation has been agreed to and signed by Vanbar Pty Ltd.

Failure to comply with these conditions may limit or absolve Vanbar Pty Ltd from any or all liability or debt arising from invoice, from subsequent charges and from civil and criminal charges. The terms and conditions of supply may only be altered on an individual order and for individual items on that order in written form and signed by a director of Vanbar Pty Ltd. The conditions of supply are deemed to be in force from November 1<sup>st</sup> 1998 and apply to ALL orders whether attached to the order or not.

By the action of accepting a purchase order from Vanbar Pty Ltd you have acknowledged your understanding and full compliance with these terms and conditions of supply.

### **CONDITIONS:**

- 1 . All goods and services are supplied at the list price, less the applicable **best trade discounts**.
- 2 . Alterations to pricing must have been notified in writing at least 21 days prior to them becoming effective.
- 3 . Unless notified and agreed to in writing, backorders will be supplied at the price prevailing when the original order was received and accepted.
- 4 . All goods and services must be supplied in new and retail saleable condition.
- 5 . All packaging, instructions and warranty documents must be supplied with goods.
- 6 . Freight charges will be payable by the supplier unless notified in advance and in writing.
- 7 .Goods will be **delivered to the address appearing on the purchase order**. Incorrect deliveries will be transhipped at the supplier cost and incur a handling and repacking charge.
- 8 .All products and services **must comply with Australian electrical, health and safety regulations**. Safety data sheets, electrical approval documents and other regulatory documentation must be supplied upon request.
- 9 .Goods will be supplied within the normal shipping period depending on the place or origin. Shipments not sent for whatever reason must be notified in writing immediately giving new expected delivery dates.

10. Invoices must be supplied with goods.

**11.** *Alterations to list prices downwards, introduction of price reductions or specials within a period of 120 days* from the receipt of any goods or services will entitle Vanbar Pty Ltd to claim an immediate credit for the difference in value off any item held in stock. Items that become obsolete or are superseded within this 120 day period of the supply date may be returned for a full credit.

12. In the event of any **changes in distribution arrangements**, being pricing levels and discounts, stock requirements, number of members and other rules pertaining to distribution, Vanbar may terminate any agreement and may return all inventories for full credit. This includes display, demonstration and new stock.

**13.** Discontinued products where the supply of any element pertaining to the continuing operation of the item will deem the item to be obsolete. Any inventory relating to this item and the item itself shall be returned for a full credit. Example. Where media for a particular device becomes obsolete then the device shall be credited. Or where a camera model becomes obsolete then any specific accessories will be returned for a credit.

**14. All products requiring electrical fittings, globes, leads, plugs, batteries etc** to function normally are to be supplied with these goods at the original quoted price unless stated in writing that they are not part of the original product. Goods not supplied with these essential items so that they function normally will have the invoice reducing accordingly to the value of the items required to make the product function.

**15. New goods received damaged or faulty** will be returned for full credit, and will not be accepted if sent for repair.

16. Short supply, **damages and faults** will be notified to the supplier in writing within seven days. Goods not replaced or credited within 14 days will be disposed of and payment withheld.

**17. Discontinuance, upgrade, new model or replacement model.** Where a product is discontinued, replaced or upgraded within 120 days of Vanbar purchasing this product (and it remains in stock) Vanbar may return for a full credit this item and all associated components, accessories and media. Alternatively a credit to an agreed value may be provided to offset the reduction in value of the obsolete item's.

18. All **goods that contain a material that is subject to expiry**, best use by or other date sensitive components **MUST** be supplied with a minimum of 12 months shelf life. This may only be altered if special order conditions are provided in writing to the supplier. Goods supplied with less than 12 months shelf life will be received as **NO CHARGE** items and the invoice value reduced by the amount of those goods that pertain to this less than 12 month period. For all the goods that are date sensitive, have expiry dates or use-by dates, where the period is not clearly indicated on the outside packaging will be taken as **NOT** having any shelf life limits and will be warranted and guaranteed by the supplier for an indefinite period or 12 months after the date of sale to an end user customer.

19. Deliveries will only be accepted where the number of cartons specified on the delivery docket or consignment note **is equal to the number of cartons received**. Deliveries NOT in accordance with this will NOT be accepted. If in the event a delivery is received where the number of carton received and the number of cartons on the delivery note is not the same then the invoice will be rejected until the missing carton have been received. The invoice will become payable in the month after the date of the delivery of the final carton to complete the original consignment.

20. The period of supply **must be within 7 working days of the date of order** unless advised in writing. A late delivery charge equal to 2% of the value of the invoice price will be deducted from all payments per month where the delivery date has not been advised. Subsequent variations to delivery date must also be notified prior to the expiry of the original advice.

21. **Cancellation.** Vanbar Pty Ltd reserves the right to cancel or alter any order where the product has gone to back order for a period exceeding 7 days.

22. Any supply of good or release of back orders or release of pending orders on or after the 25<sup>th</sup> of any month will be for accounting purposes deemed to be supplied in the following month.

23. **Claiming of rebates, scan-backs, cashbacks** or any other refund requirement required in the recovery of funds from a suppliers as part of a promotional or ongoing sales offer is subject to a service charge per document required. This service charge will cover the searching, correlating and document transfer process. (as at Jan 2010 this charge is \$10+ gst per document ) This charge is subject to change without notice.

These terms and condition of supply may only be varied with the written agreement of Vanbar pty ltd and its directors.