



## TERMS AND CONDITIONS OF SALE

### FOR THE PURCHASE OF PRODUCTS FROM SANDFORT PTY LTD T/AS MASSLAND GROUP PTY LTD

- In consideration of Sandfort Pty Ltd atf the Sandfort Trust trading as MassLand Group Pty Ltd ("the Company") agreeing to sell to the Purchaser from time to time certain products, the Purchaser agrees that the following terms and conditions shall apply to and form part of each order by the Purchaser for the purchase of products from the Company. No person may vary these terms and conditions without approval in writing of the Chief Executive Officer of the Company or his authorised representative. To the maximum extent permitted by law, all terms, warranties and conditions that may be implied by statute into any agreement resulting from the acceptance by the Company of any offer by the Purchaser are hereby negated.
- The Purchaser may place orders from time to time for the purchase of the Company's products, specifying the name and quantity of the products, the preferred delivery date, the address for delivery and the price payable in respect of each publication or failing such speculation, the ordinary price payable by an unrelated Purchaser acquiring the same quantity of products from the Company as determined by the Company in good faith. Such orders may be made in writing or orally by the Purchaser or any employee or agent of the Purchaser. The Purchaser acknowledges that such orders will bind the Purchaser if they are accepted by the Company.
- Subject to the following, the Company shall deliver the products ordered to the Purchaser's address for delivery.
- The Company shall render an invoice to the Purchaser setting out the name, quantity and price of each of the products ordered and delivered and the total invoice amount payable. The Company's invoice, in the absence of any manifest error, shall be conclusive proof of the order, the delivery and the amount owing by the Purchaser.
- The Purchaser shall pay the Company the total amount of any invoice rendered by the Company to the Purchaser within thirty (30) days from the end of the month in which the goods were delivered.
  - The Purchaser further agrees that should monies owing under this Agreement remain unpaid beyond a further thirty (30) days after the time of payment, the Company may charge interest on the amount outstanding at the rate of 1.5% per month.
  - Where the Company receives any payment from the Purchaser, it may direct the payment in its absolute discretion to any of the Purchaser's outstanding invoices.
- The Purchaser agrees to reimburse and indemnify the Company for all costs and expenses (including legal costs on a solicitor/own client basis and any commissions incurred by the Company in respect of any action taken to recover monies due and payable under the agreement resulting from the acceptance by the Company of any offer by the Purchaser.
- The title to any products sold and delivered to the Purchaser shall pass in accordance with the Reservation of Title clause which appears below. However, risk, in respect of products delivered, passes upon delivery.
- The Purchaser acknowledges that the Company in its discretion shall be entitled at any time and from time to time to decline, postpone or cancel any order for products without stating any reason.
- The Company shall not be liable to any person for any loss or damage arising from the failure for whatever reason to deliver all or any products, the subject of an order, on the requested delivery date.
- The Purchaser undertakes to promptly notify the Company in the event of the charge in control of the Purchaser and to indemnify the Company in respect of any loss caused by the failure to notify the Company.
- The Company may terminate at any time in its absolute discretion, these thirty (30) day terms, at which time all monies outstanding including interest shall be immediately due and payable and all further orders of the products shall be on a cash and delivery basis.
- The agreement constituted by each order upon acceptance shall be governed by the Laws of Queensland and the parties irrevocably submit to the jurisdiction of the Courts of Queensland.
- In the event that the Purchaser is a corporation or partnership, the Purchaser authorises the Company to disclose any of the information contained in this agreement to any credit reporting agency and obtain from any credit reporting agency information concerning the Purchaser.
- Returns and Claims
  - Any claims for no-fault returns (shortage or damage) MUST be submitted in writing within seven (7) days of receipt of the products to the company's Customer Service Department.

## RESERVATION OF TITLE

- Title to the products shall remain with the Company until the total amount due in respect of the products and all other monies owing to the Company on any account whatsoever have been paid by the Purchaser.
- Until all amounts owing to the Company on any account with the Purchaser have been paid:
  - The Purchaser shall hold the products as bailee for the Company.
  - The products shall be stored in such a manner that they are readily distinguishable from other products owned by the Purchaser or other persons.
  - Any sale of the products by the Purchaser shall be effected as bailee for the Company and the proceeds of such sale and the rights against its customers arising from any such sale shall be held on trust for the Company. The proceeds of such sales must be held in a separate account or otherwise clearly identified in the books and records of the Purchaser.
- In the event that amounts due to the Company in accordance with the terms and conditions of sale have not been paid within the time required by the contract between the Purchaser and the Company, the Company may at any time, without notice to the Purchaser and without any prejudice to any other rights which it may have against the Purchaser, terminate any contract relating to the products and enter onto any premises owned or occupied by the Purchaser, repossess the products without being liable for any damage caused, and subsequently dispose of the products at its discretion. In the event that the products are sold by the Company following repossession under this clause, any excess of the sale (less expenses of repossession and sale) over the costs of the products as supplied to the Purchaser shall be paid to the Purchaser, after all the other amounts due from the Purchaser to the Company have been paid.

## MASSLAND GROUP POLICY

- MassLand Group has a NO refund policy. MassLand Group will not provide cancellations or suspensions of the order and the full amount of the product price is payable as per the terms and conditions on the order form.
- Where a physical product has been issued, MassLand Group will provide an exchange if the product has been damaged prior to receiving product.

## DISCLAIMER

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