

# • TERMS AND CONDITIONS

## 1. DEFINITIONS

Under these terms, unless the context otherwise requires:

The Company means Sunny GROUP (VIC) PTY LTD and its subsidiaries;

"Customer" means the customer as specified in the Quotation or the Credit Application Form;

"Quotation" means Sunny Group (VIC) Pty Ltd.'s quotation for the supply of goods;

"Goods" means the goods sold and purchased or agreed to be sold and purchased, pursuant to the Quotation;

"Order" means the Customer's instruction to Sunny Group (VIC) Pty Ltd to supply the Goods, pursuant to the Quotation;

"Default Event" means any of the following:

- (a) The Customer does not make a payment due to Sunny Group (VIC) Pty Ltd;
- (b) The Customer is unable to pay its debts as they fall due;
- (c) The Customer ceases or suspends conduct of its business, or threatens to
- (d) A resolution is passed or proposed or an order made or a summon is presented to wind up the Customer.
- (e) A receiver and/or manager or other form of insolvency administrator is appointed overall or part of the customer's assets.
- (f) The customer makes or proposes to make arrangement with its creditors
- (g) The customer commits an act of bankruptcy;
- (h) Execution is levied on any of the Customer's assets.

## 2. PAYMENT, CREDIT AND PRICE

2.1 The Customer shall pay for the Goods in Australian currency, unless quoted otherwise, at the price specified in the Quotation.

2.2 The Customer must pay for all the Goods on or before the due date stated on invoices issued by the company.

2.3 All invoiced amount must be paid by their due dates without deduction and set-off by the customer.

2.4 Interest is charged on amounts outstanding after their due date at the interest rate payable for judgment debts of the District Court.

2.5 The company may withdraw any credit or limit the amount of credit extended to the Customer at any time.

2.6 The customer must pay the GST and any other applicable taxes on the Goods.

2.7 If a default event occurs:

- (a) The company may withhold further deliveries of Goods and/or withdraw any credit facilities; and
- (b) All amounts outstanding to the company by the Customer, even if not otherwise due for payment, become immediately payable.

## 3. DELIVERY

3.1 The company will charge a delivery fee of \$50 (exclusive of GST) on all orders invoiced under \$300 (inclusive of GST). This charge applies only on orders in Melbourne Metro Area. For all orders beyond Melbourne Metro, the customer is required to contact the office.

3.2 The customer shall pay the cost of delivery, unless stated otherwise in the Quotation.

3.3 The company shall have the right to nominate the method of delivery. The company will deliver the Goods to the nominated address as specified on the customer's account application form. For urgent orders and special delivery instructions, the customer is required to contact the company's office to confirm.

3.3 If the Goods are sold ex- Sunny Group (VIC) Pty Ltd.'s store, the Customer must at its own costs and risk, collect the Goods within a reasonable time.

3.4 Delivery is complete when the Goods are unloaded from the delivery vehicle. Unloading of Goods will be at the Customer's cost and risk.

3.5 Customer representative must be present at the delivery address at the time the Goods are delivered. The representative must sign the delivery advice the driver of the delivery vehicle presents.

3.6 The company may deliver the Goods even if Customer's representative's not present.

3.7 If the shipping or delivery is prevented by circumstances beyond the company's control within the stipulated time, the time will be extended for a reasonable period after such circumstances have ceased and the company should not be liable for any loss or damage (including consequential loss or damage) directly , arising from delays in shipping or delivery.

3.8 If the company fails to deliver a portion of the Goods by the estimated date or to deliver at all, the Customer is not entitled to terminate and refuse deliver of the balance of Goods.

#### 4. ACCEPTANCE

4.1 The buyer shall be deemed to have inspected the goods and have accepted the goods of the description, quality and quantity ordered, unless a particular claim is notified to the company in writing within fourteen (14) days of delivery.

4.2 Goods that are "make to order", customized, specially manufactured, or cut to particular specifications as instructed by customers are not returnable. A non-refundable deposit 50% is required at the time of placing order.

#### 5. RETENTION OF TITLE

5.1 Title to the Goods remains with the company until the Customer pays to the company all amounts the Customer owes to the company.

5.2 While the customer retains title to the Goods:

(a) On reasonable notice, the company may enter premises where the Goods are stored to inspect;

(b) The Customer may sell the Goods in the ordinary course at full market value, until a default event occurs.

5.3 Until the customer pays all amounts it owes the company, the customer:

(a) Must store the Goods in a way that identifies them as the company's goods, distinguishable from other goods in the Customer's possession;

(b) Acknowledges that it holds the Goods as the company's bailed and that a fiduciary relationship exists with the company; and

(c) Must hold the proceeds from any sales of the Goods on trust for the company and hold these proceeds in a separate amount or otherwise clearly identify these amounts in accounts.

5.4 If a Default Event occurs:

(a) The Customer's right to sell the Goods immediately terminates; and

(b) Without notice to the Customer and without prejudice to any of its other right, the company may recover and /or resell the Goods or any of them and may enter the Customer's premises by its servants or agents for that purpose. The Customer indemnifies the company for all claims, actions, suits, demand, Order for costs or damages to or arising out of such entry.

#### 6. RETURN POLICY

6.1 Claim regarding damaged goods or shortages of parts must be reported to the company within fourteen (14) days of delivery. After this period, no claim will be accepted.

6.2 All the faulty goods to be returned to the company must always be kept in the original package. Without original package carton, no return will be accepted.

6.3 The original invoice number or proof of purchase is required from the customer to request a return.

6.4 A restocking surcharge of 20% of the invoiced amount will apply to any authorized returns not due to manufacture default.

## 7. FORCE MAJOR

7.1 The company shall not be liable for any failure to perform or comply with any of these terms if that failure arises from any circumstances beyond the control of the company or without limiting the foregoing, from lockouts, strikes and other labour disturbances (the settlement of which shall be at the discretion of the company if it is a party thereof) acts of God or the public enemy, piracy, war, riot, civil commotion, acts of government agencies, earthquake, storm, tempest, fire, lightning, unavailability of insurance at reasonable cost and non-delivery of materials from SI 's usual sources of supply.

## 8. MISCELLANEOUS

8.1 The waiver by the company of any provisions, or breach of any provision of these terms shall not be construed as a waiver of any other provision, or a breach of any other provision or subsequent breach of the same or any provision of these terms.

8.2 Unless the company agrees in writing to the contrary, these terms prevail over the terms of the Customer's Order.

8.3 These terms must be construed according to the laws of Victoria. The Customer accepts the nonexclusive jurisdiction of the courts of that State.