**CONDITIONS OF SALE:**

1. Nothing in these conditions of sale affects any right or entitlement of the Customer under any mandatory applicable consumer laws, including the Australian Consumer Law, which cannot be excluded. If applicable, those laws prevail over these conditions of sale to the extent provided in thoselaws.

2. Payment for or taking delivery of this order by you constitutes your acceptance of these conditions of sale. Any other terms or conditions proposed by the Customer or any third party not expressly included in KOLLARAS TRADING PTY LTD’s Order Confirmation are wholly excluded,regardless of whether they are notified before or after the Order Confirmation and regardless of KOLLARAS TRADING PTY LTD receiving or accepting any document or communication in which they are included or referred to, unless agreed in writing by the parties and such agreement must besigned by authorised representatives of the parties.

3. Payment of Account or Pre-paid invoices by credit card may attract a surcharge at the discretion of KOLLARAS TRADING PTY LTD.

4. Interest is payable on all overdue accounts at the rate of 10%, regardless of whether KOLLARAS TRADING PTY LTD dispatches any goods before payment.

5. The goods will be delivered within a commercially reasonable timeframe, but KOLLARAS TRADING PTY LTD does not make any warranty or representation in relation to any particular time by which the goods will be delivered, including in order to meet any particular market.

6. Goods must be inspected by the Customer at the time of delivery. Any claim for loss of or damage to or non-delivery of any goods must be notified in writing within 2 calendar days of taking delivery. If no such claim is notified at that time and subject to clause 1 above, delivery is deemed tohave been made in full and in good order and condition. Without any waiver of the foregoing, KOLLARAS TRADING PTY LTD shall in any event be discharged from all liability whatsoever in respect of the goods, unless suit is brought within 3 months of their delivery or of the date when theyshould have been delivered.

7. Please note that any applicable reasonable administration fees have not been included as part of the Order Confirmation, but will be added onto your tax invoice, if applicable.

8. Risk in the goods transfers to the Customer at the time that they are loaded onto any form of outbound transport at the place from which they are dispatched for delivery to the Customer.

9. Title to the goods shall not pass to the Customer until KOLLARAS TRADING PTY LTD has received full payment of the purchase price for all goods the subject of any Order Confirmation. The Customer shall in the meantime take custody of the goods and retain them as the fiduciary agentand bailee of KOLLARAS TRADING PTY LTD. The Customer expressly agrees that it will receive all proceeds, including but not limited to any money or other consideration from any dealing or sale of any part or all the goods, in trust for KOLLARAS TRADING PTY LTD and will keep suchproceeds in a separate account, or will keep an equivalent amount to such proceeds if such proceeds are not kept in a separate account until all liability to KOLLARAS TRADING PTY LTD has been fully discharged.

10.To the full extent permitted by law, any representations, warranties, guarantees or liabilities not expressly included in these conditions of sale or imposed or implied whether by law or statute are expressly negatived and irrevocably waived and released by the Customer, including wherearising from the negligence or breach of these conditions of sale by KOLLARAS TRADING PTY LTD , except to the extent caused by the fraud or willful misconduct of KOLLARAS TRADING PTY LTD or its personnel.

11. The Customer warrants that the purchase, provision, use or resale of any of the goods supplied to it by KOLLARAS TRADING PTY LTD will comply with all applicable laws, customs, duties, and other requirements of the relevant jurisdiction in which the purchase, provision, use or resale isto take place, and that the Customer has conducted its own due diligence in this respect. The Customer agrees to defend, indemnify and keep indemnified upon demand and release and hold harmless KOLLARAS TRADING PTY LTD in respect of all claims and damage howsoever arising outof or in connection with a breach of this warranty (including but not limited to any third party claims), except to the extent that the liability is caused by the mistake, fraud, negligence, or wilful misconduct of KOLLARAS TRADING PTY LTD or its personnel.

12. In any event, KOLLARAS TRADING PTY LTD shall not be liable for any special, incidental, or consequential damages, including, but not limited to, loss of profits, income, use, interest, or loss of market, whether or not KOLLARAS TRADING PTY LTD had knowledge that such damagemight be incurred.

13. The goods may come with guarantees that cannot be excluded under the Australian Consumer Law (including guraantees as to the acceptable quality and fitness for purpose of goods and services). To the extent that any mandatory law not able to be excluded prohibits KOLLARASTRADING PTY LTD from excluding or limiting its liability as otherwise provided under these conditions of sale, the liability of KOLLARAS TRADING PTY LTD shall be limited to (at the option of KOLLARAS TRADING PTY LTD)(as applicable): (a) the replacement of the goods or the supply ofequivalent goods, or payment of the costs of replacing them or acquiring equivalent goods; (b) the repair of the goods or payment of the costs of having them repaired; or (c) the supplying of the services again or payment of the cost of having the services supplied again.

14. To the extent that any part of these conditions of sale is held to be void or required to be read down by law, it is to be struck out or read down only to the extent required and subject to any permissible position under any such law.

15. This Tax Invoice and underlying supply is governed by and construed in accordance with the laws in force in New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts in respect of anydispute arising out of or in connection with this Tax Invoice and underlying supply.

16. Acceptance of the goods recited in this tax invoice constitutes an undertaking promise and warranty by you the Customer referred to in this invoice that you will not, directly or indirectly, export, re-export, or transfer any of the goods purchased to any country or individual the subject of tradesanctions, embargoes, or other restrictions imposed by the United Nations Security Council, the Australian Government, or any relevant and competent international authority as determined from time to time. You also undertake promise and warrant compliance with all applicable export controllaws and regulations of the country in which you operate. Any breach of these conditions of sale shall constitute a breach of contract, and KOLLARAS TRADING PTY LTD shall not be liable for any resulting consequences of such actions. Your undertaking promise and warranty in this regard isinsufficient and you agree to unconditionally release KOLLARAS TRADING PTY LTD from all obligations and unconditionally indemnify KOLLARAS TRADING PTY LTD for all fines, damages or losses suffered as a result of a breach of your or any undertaking promise or warranty as outlined inthis condition of sale.