

TERMS & CONDITIONS OF SALE

To the fullest extent permitted by law, all contracts made between Digiglass Australasia Pty Ltd (ABN 66 098 025 079 / ACN 094 608 330) (Digiglass) and any customer (the customer) relating to any products or services (the products or services) are subject to the following terms and conditions of sale (these terms) as amended by Digiglass from time to time.

1. PRICE

- (a) The prices charged by Digiglass and payable by the customer for the products or services shall be those notified to the customers by Digiglass (as varied by Digiglass from time to time by notice in writing to the customer);
- (b) All prices quoted are inclusive of sale tax, customs duty, excise duty and all other government imposts (including any goods and services or value added tax) becoming payable because of the sale of the products or services and all such taxes, duties and other imposts shall be to the customer's account. The customer will immediately upon request reimburse Digiglass for any such taxes, duties and other imposts paid or payable by Digiglass in connection with the supply of the products or services;
- (c) The prices quoted by Digiglass to the customer are based on current costs of production and sale including all taxes, duties and government imposts. The prices shall be increased by the amount of any additional taxes and charges including any goods and services tax or value added tax payable by Digiglass in respect of the supply of the products or services or any part of them.

2. PAYMENT TERMS

- (a) Unless otherwise specified, the customer shall pay Digiglass net cash within (30) days from the date of Tax Invoice;
- (b) The customer shall pay Digiglass interest at the rate of 2% above the rate fixed under the Penalty Interest Rates Act 1983 (Victoria) on daily balances of all overdue accounts at that time.
- (c) A deposit of 50% is required upon placement of order.

3. CUSTOMER'S CREDIT

- (a) Digiglass reserves the right to require payment for products or services in cash in advance of delivery or supply to the customer or security for the price in respect of all future deliveries or supplies and for products or services previously delivered or supplied;
- (b) Digiglass reserves the right, without prejudice to any other remedy that it has, either to terminate the contract or to suspend future deliveries forthwith by written notice if the customer fails to pay any invoice on its due date.

4. SALES, SUPPLY AND DELIVERY

- (a) Digiglass agrees to sell to the customer the products or services for the price set out in the invoice;
- (b) Digiglass shall use its best endeavours to have the products delivered or the services supplied to the customer by the delivery or supply date set out on the invoice;
- (c) All delivery or supply dates are estimated only and Digiglass shall not be liable for failure to deliver or supply or for delay arising from any cause whatsoever beyond Digiglass' control. The customer shall not be relieved of any obligation to accept or pay for the products or services by reason of any delay in delivery, despatch, or supply. Digiglass reserves the right to deliver or supply by instalments and each instalment shall be deemed to be sold under a separate contract. Failure of Digiglass to deliver or supply an instalment shall not entitle the customer to rescind or repudiate the contract;
- (d) Digiglass may charge the customer for all costs and expenses of delivering the products or services.

5. TECHNICAL ADVICE

- (a) In selecting the products or services for any purpose, the customer relies upon its own knowledge and expertise or alternatively upon independent advice obtained by it;
- (b) The customer acknowledges that it has not relied upon any advice or assistance given by or on behalf of Digiglass;
- (c) Digiglass shall not incur any liability to the customer for any advice, recommendation, information or assistance.

- (d) The customer acknowledges that it will rely on the independent advice of the customer's own staff, agents or professional advisers.

6. FORCE MAJEURE

Digiglass shall incur no liability whatsoever for inability to perform or delay in performance of its obligations in respect of the sale or supply of the products or services if that inability or delay arises directly or indirectly from the happening of any event not within the reasonable control of Digiglass.

7. LIABILITY

- (a) To the fullest extent permitted by law, all terms, conditions, warranties and representations with respect to the products or services are hereby excluded and in no event shall Digiglass be liable for any claims or damages including (but not limited to):
 - (i) Any claims relating to the combination of the products or services with any other products or services;
 - (ii) Special or consequential damages.
- (b) except as otherwise required by law, the liability of Digiglass in respect of the products or services shall be limited, at the election of Digiglass, to :
 - (i) The repair or replacement of the products or supply of equivalent products;
 - (ii) the re-supply of the services or equivalent services; or
 - (iii) The payment of the cost of replacing the products or the re-supply of the services, where payment in full has been made by the customers.

8. TITLE AND RISK

- (a) The products shall be at risk of the customer from delivery to the customer or the customer's agent;
- (b) Property in the products shall remain with Digiglass until payment in full has been made by the customer of all monies owing by the customer to Digiglass at the date of each invoice whereupon property shall pass to the customer. The customer shall store the products separately from the customer's own goods and mark them to indicate that they are the property of Digiglass. Until the products are paid for in full, the customer is only authorised to sell the products as agent for Digiglass and shall pay the proceeds of sale into a separate bank account from which account the customer shall account to Digiglass for the full price of the products. The customer acknowledges that it holds the products as bailee for Digiglass and that a fiduciary relationship exists between them;
- (c) In the event of default in payment of the total price to Digiglass in accordance with the applicable payment terms, Digiglass shall have the right to enter the premises of the customer (without liability for trespass) and to re-take possession of and sell the products and apply the proceeds in reduction of the customer's liability to Digiglass;
- (d) If goods are manufactured using the products, the customer shall hold such part of the proceeds of any sale as represents the total price of the products used in the manufacture of the goods in a separate identifiable account as the beneficial property of Digiglass and shall pay such amount to Digiglass forthwith.

9. WARRANTY CLAIMS

In respect of any warranty applicable to the products, no claim by the customer whether for alleged damages or defective goods, shortage, or for any other cause whatsoever need be recognised by Digiglass (and all such claims shall be deemed absolutely waived by the customer) unless notified in writing to and received by Digiglass within fourteen (14) days after the date of delivery or within seven (7) days after the customer learns of the facts giving rise to the claim, whichever shall first occur. Digiglass' liability for any and all loss or damage resulting from any cause whatsoever, including alleged negligence, shall be limited as set out in condition 7.

10. NOTICES

All documents relating to the agreement between Digiglass and the customer shall be deemed to have been received by the addressee on the date of delivery or faxing or when posted, on the fifth day after posting.

11. WAIVER

The failure of Digiglass or the customer at any time or times to require performance by the other party of any provision of the agreement between Digiglass and the customer shall not affect the right to enforce the same. The waiver by any party of any breach shall not be construed as a waiver of any succeeding breach.

12. GOVERNING LAW

The agreement between Digiglass and the customer shall be governed by and construed in accordance with the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State Victoria.

13. ILLEGALITY OR INVALIDITY

If any provision of the agreement between Digiglass and the customer shall be determined by any Statute or any Court having jurisdiction in relation thereto to be illegal, invalid, void or voidable, the legality of the remainder of the agreement between Digiglass and the customer shall not be affected and the illegal, void or voidable provision shall be deemed deleted therefrom and the remainder of the agreement shall continue in full force and effect.

14. RETURNS

- (a) Digiglass reserves the right not to accept any returns;
- (b) The customer acknowledges its obligations to inspect all products within seven (7) days of delivery;
- (c) If Digiglass for any reason elects to take back products it will be on terms agreed and re-stocking fee may apply
- (d) No cash refund will be payable by Digiglass to the customer in any event.

15. ORDERS

- (a) The customer agrees in the event of any dispute arising concerning any order (including any telephone, facsimile or computer generated order) that the internal records of Digiglass will be conclusive evidence of what was ordered in all respects;
- (b) The customer agrees that each order it places shall be and be deemed to be a representation made by it at the time that the customer is solvent and able to pay all of its debts as and when they fall due;
- (c) The customer agrees that failure to pay Digiglass shall be and be deemed to be conclusive evidence that the customer has no reasonable grounds for making the representations referred to in sub clause (b).
- (d) The customer agrees that all artwork supplied by the customer shall be the sole responsibility of the customer and that Digiglass is indemnified by the customer against any claim arising in any way whatsoever from the customer's supply of the artwork or the reproduction of the artwork in part or in full by Digiglass. In particular, the customer represents and warrants to Digiglass that reproduction of the artwork will not infringe copyright or any other intellectual property rights howsoever arising
- (e) Digiglass may at its absolute discretion require the customer to approve proof(s) of the artwork in writing prior to Digiglass proceeding with an order. The customer accepts full responsibility for any delays arising from the requirement of approval or provision of approval of proof(s).

16. RECOVERY COSTS

The customer will pay to Digiglass the costs and expenses incurred by Digiglass or its solicitors, mercantile agents or other parties acting on Digiglass' behalf in respect of any action instituted or considered against the customer whether for debt, possession, storage or sale of the products or otherwise.

17. INTELLECTUAL PROPERTY RIGHTS

Digiglass makes no representation or warranty of any kind that the products or services or the use of the products or articles made therefrom either alone or in conjunction with other substances will not infringe intellectual property rights of any person. The customer will forthwith notify Digiglass of any claim or receipt involving the customer in which such infringement is alleged and if Digiglass considers itself, in its absolute discretion, to be affected, it shall be entitled completely to control the defence or to compromise of any such claim or suit.

18. INSTALLATION, HANDLING AND USE

- (a) Digiglass products are sold on the strict agreement that the customer accepts full responsibility for product selection, handling, storage, installation, use and maintenance in all respects.
- (b) The customer acknowledges that glass products including the products or services may be hazardous and must always be handled, used and maintained with care and caution.