

General Conditions of Sale of Flint ("Seller")

1 Definitions and Interpretation

1.1 Unless the context otherwise requires, the following terms in these Conditions shall have the following meanings:

Conditions means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between the Buyer and the Seller.

Contract means the contract for the sale and purchase of the Goods which expressly or by implication incorporates these Conditions.

Buyer means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.

Force Majeure means any event beyond a party's reasonable control, which by its nature, could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lockouts or other industrial disputes (whether involving its own workforce or third parties), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national and international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions or default of suppliers or sub-contractors.

Goods means the goods or materials which the Seller is to supply in accordance with these Conditions.

Order means the Buyer's order for Goods as set out in a written purchase order or the Buyer's written acceptance of the Seller's quotation.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Seller means **Flint Group Australia Pty Ltd.** (ABN 79 006 659 178) whose registered office is at 25-51 Berends Drive, Dandenong South, VIC 3175;

Flint CPS Inks Australia Pty Ltd. (ACN 079 823 279) whose registered office is at 25-51 Berends Drive, Dandenong South Vic 3175.

Day International Pty Ltd. (ACN 050 193 836) whose registered office is at Lot 25-51 Berends Drive Dandenong South, VIC 3175

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 Basis of the Sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer or any Order of the Buyer which is accepted by the Seller, subject in either case to these Conditions.

2.2 These Conditions apply to the Contract to the exclusion of any other terms the Buyer seeks to impose or incorporate, or which, to the full extent permitted by law, are implied by trade, custom, practice or course of dealing.

2.3 Unless agreed in writing by the Seller, the Contract shall not be deemed to incorporate any provisions of any brochures, advertising materials or other documents issued by the Seller.

2.4 An Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.5 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

2.6 The Contract constitutes the entire agreement between the parties and supersedes any and all earlier written agreements or understandings between the parties.

2.7 Any samples, drawings, descriptive matter or advertising produced by the Seller and any descriptions contained in the Seller's catalogue or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. The Buyer must undertake its own checks to ensure that the Goods are suitable for its purpose.

3 Orders and Specification

3.1 No Order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within sufficient time to enable the Seller to perform the Contract.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Order (if accepted by the Seller).

3.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any requirements of applicable laws or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance. The Seller's policy is one of continuous improvement and the right to change a specification without notice is reserved.

3.5 No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all reasonable loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

3.6 No variation of an Order shall be accepted by the Seller unless and until confirmed in writing by the Seller. The variation of an Order may be subject to reasonable changes in relation to price, delivery date and payment terms of the Goods which have arisen since the original Order was submitted. Any such changes shall be notified by the Seller to the Buyer and must be accepted by the Buyer before the varied Order proceeds.

4 Price of the Goods and Co-operation

4.1 The price of the Goods shall be the Sellers' quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Sellers' published price list current at the date of acceptance of the Order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by Flint by giving notice to the Buyer. If the Buyer proceeds to place an Order following notification of the altered price and the Order is accepted by Flint, the altered price will apply to the Order.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time prior to delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, and taxes, significant increase in the costs of labour, materials or other costs of manufacture). Any such increase in the price of the Goods shall be subject to the prior written agreement of the Buyer. If the Buyer does not agree to the increase, it may cancel the Order to which the price increase relates. The Buyer acknowledges and agrees that any change in delivery dates, quantities or specifications for the Goods requested by the Buyer, any delay caused by any instructions of the Buyer or failure of the Buyer to give adequate information or instructions may increase the Seller's costs of delivering the Goods and the Seller shall be entitled to payment of the reasonable additional costs it incurs.

4.3 Except as otherwise stated in the Contract or stipulated in writing by the Seller, the price for the Goods shall exclude GST, transport, packaging and insurance.

5 Terms of Payment and Credit Terms

5.1 Subject to any special terms agreed in writing between the Buyer and the Seller and the provisions of Clause 5.2 and 5.3, the price for the Goods is to be received by the Seller within 14 days of the date of the Seller's invoice for the Goods.

5.2 The Seller reserves the right to require a deposit or the full price to be paid before Goods are delivered to the Buyer. Any deposit or pre-payment for the Goods shall be refunded to the Buyer by the Seller if the Goods are not delivered, or if only part of the relevant Goods are delivered a commensurate proportion of the deposit or pre-payment shall be refunded.

5.3 The Seller may, at its discretion, give credit facilities to its Buyers. If a credit account is opened, the Buyer will be notified of its credit limit and any changes to that limit. The amount of credit to be given at any time shall be at the discretion of the Seller. In the event that the credit limit is exceeded without the prior written consent of the Seller, the Buyer fails to pay any amount due in accordance with the credit account, or the Buyer is otherwise in breach of the credit terms, then the Seller reserves the right to demand immediate payment of all moneys owing by the Buyer to the Seller, whether or not such moneys have fallen due to be paid in accordance with Clause 5.1 or the terms of the Buyer's credit facility with the Seller.

5.4 The Seller shall be entitled to recover the price notwithstanding that title in the Goods may not have passed to the Buyer. Once the Seller has recovered the price, title in the relevant Goods shall immediately pass to the Buyer. Time of payment of the price shall be of the essence of the Contract.

5.5 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: (a) disallow any discounts in the price to which the Buyer may have been entitled; (b) cancel the Contract or suspend any further deliveries to the Buyer; (c) appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and (d) charge the Buyer interest on the amount unpaid, at the rate of 2.5 per cent per annum plus a base rate determined by the business reference rate of Reserve Bank of Australia applicable on the date payment was due, which is calculated on the late payment amount for the period from (and including) the due date to (and excluding) the date on which it is paid and on the basis of the actual number of days elapsed and a 365 day year. The Buyer shall pay the interest together with the overdue amount. Any payments on overdue invoices are to be credited first against interest and then against the invoice.

5.6 If the Buyer disputes an invoice it must nonetheless pay by the payment date in accordance with Clause 5.1, for all Goods which are not the subject of the dispute and all other undisputed charges and invoices.

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6 GST

- 6.1 In this clause 6, "GST Amount" means the amount calculated by multiplying the monetary consideration payable by the recipient (excluding the amount payable as GST) for the relevant taxable supply by the prevailing GST rate.
- 6.2 If any GST is payable on any taxable supply made under the Contract by the Seller to the Buyer, the Buyer must pay the GST Amount to the Seller on the earlier of: (a) the time of making payment of any monetary consideration on which the GST is calculated; and (b) the issue of an invoice relating to the taxable supply.
- 6.3 The Buyer shall pay the GST Amount in the same manner as making payment of any monetary consideration on which the GST is calculated. The Seller shall provide as a precondition for payment by the Buyer of the GST Amount a tax invoice.
- 6.4 The amount recoverable on account of GST under this clause 6 by the Seller shall include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the recipient under this clause 6.
- 6.5 If either party is required to pay, reimburse or indemnify the other for the whole or any part of any cost, expense, loss, liability or other amount that the other party has incurred or will incur in connection with the Contract, the amount shall be reduced by the amount for which the other party (or representative member if this is not the other party) can claim an input tax credit, partial input tax credit or other like offset.

7 Delivery

- 7.1 Delivery of the Goods shall be FCA the Seller's premises, as notified in the Seller's quote, Incoterms 2010 unless otherwise agreed in writing by the parties.
- 7.2 The Seller shall use its reasonable endeavours to deliver the Goods to the Buyer promptly and within any estimated time period notified by the Seller to the Buyer. However, any dates quoted for delivery of the Goods are approximate only and, to the full extent permitted by law, the Seller shall not be liable for any delay in delivery of the Goods caused directly or indirectly by any matter beyond the Seller's reasonable control. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 7.3 The Seller shall be entitled to deliver the Goods in instalments and each delivery shall constitute a separate contract. If the Seller fails to deliver any one or more of the instalments in accordance with these Conditions, this shall not entitle the Buyer to treat the whole of the Contract as repudiated.
- 7.4 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of a cause beyond the Buyer's reasonable control or the Sellers' fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may: (a) store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or (b) if 5 days after the day on which the Seller notified the Buyer that the Goods were ready for delivery the Buyer has not accepted delivery, the Seller may resell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any reasonable shortfall below the price under the Contract.
- 7.5 Delivery, if agreed to be undertaken by the Seller, is undertaken on the condition that adequate labour and facilities will be made available by the Buyer at the Buyer's expense and risk to carry out prompt and safe unloading.
- 7.6 Any shortages, loss of, or damage to Goods in transit must be notified on the delivery note (save where the damage is not apparent) and notified to the carrier and to the Seller within 2 days of delivery. The packaging and contents must be retained for inspection by the Seller. If Goods are not received by the Buyer within 7 days of the Buyer receiving the Sellers' invoice for those Goods, the carrier and the Seller must be notified immediately.
- 7.7 The Buyer must voluntarily co-operate in any claim the Seller may make against suppliers, carriers or insurers relating to delivery of the Goods, which includes the obligation without charge by the Buyer not to dispose of the Goods for a reasonable time or before giving the Seller a reasonable opportunity to remove the Goods, to provide witnesses or documentary evidence, and to provide reasonable facilities to inspect the Goods. The Buyer must use reasonable endeavours to arrange for the full co-operation of any third party (other than those third parties contracting with the Seller) which is reasonably required by the Seller in respect of any claim. The Buyer must retain the packaging and consignment note for inspection.
- 7.8 Intermediate Bulk Containers are not included in the price of the Goods and the Buyer must make these available for collection by the Seller on next delivery or otherwise as requested by the Seller, except where the Buyer or its carrier collected the Goods, then the Buyer must return them within a reasonable time or in any event within 7 days of written notice from the Seller.

8 Risk and Property

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery of the Goods in accordance with clause 7.1. The signature of any person at the place of delivery shall constitute proof of delivery. In addition to any other right to which the Seller may have by law, the Seller shall have a general lien on all goods of the Buyer in the Sellers' possession (whether or not paid for) for the unpaid price of any Goods sold and delivered under any Contract.
- 8.2 Title in the Goods shall not pass to the Buyer until the Seller has received cleared payment in full of the price plus GST of the Goods and all other goods sold by the Seller to the Buyer for which payment is then due.
- 8.3 Until such time as title in the Goods passes to the Buyer, the Buyer shall: (a) hold the Goods as the Seller's fiduciary agent and bailee; (b) keep the Goods separate from those of the Buyer and third parties so that they remain readily identifiable as the Seller's property; and (c) keep the Goods properly stored, protected and insured against "all risks" for their full price from the date of delivery to the Seller's reasonable satisfaction and identified as the Seller's property.
- 8.4 Until title to the Goods has passed to the Buyer, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise). However if the Buyer resells the Goods before that time it does so as principal and not as the Seller's agent and title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs and the Buyer shall account to the Seller for the proceeds of sale of the Goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured, provided the Goods are still in existence and have not been resold. The Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

9 PPSA

- 9.1 The Buyer acknowledges that the Seller may register a financing statement in relation to its security interests in the Goods. The Buyer waives its right to receive any notice required under the PPSA or other law (including a notice of any verification statement in respect of any financing statement or financing change statement) in relation to any security interest in favour of the Seller under the Contract.
- 9.2 The Buyer shall give the Seller all information that the Seller needs in order to ensure that any registration of any security interest provided for by the Contract on the Personal Property Securities Register is, and remains, fully effective or perfected (or both), and that those security interests have the priority required by the Seller.
- 9.3 The Buyer shall notify the Seller at least 14 days before the Buyer changes its name, any ABN, ACN, ARBN or ARSN allocated to the Buyer changes, is cancelled or otherwise ceases to apply to it, or the Buyer becomes a trustee of a trust, or a partner in a partnership, not stated in the Contract.
- 9.4 The Buyer shall:
 - (a) promptly do anything the Seller requires to ensure that the Seller's security interest in the Goods is an enforceable and perfected security interest and has priority over all other security interests, and to assist the exercise or preservation of any right, power or remedy of the Seller in respect of its interest in the Goods;
 - (b) procure the removal or cessation of any registration in relation to any security interest that affects the priority of the Seller's interest in the Goods, promptly upon becoming aware of such security interest; and
 - (c) immediately notify the Seller if it becomes aware of any person taking steps to register, or registering, a financing statement in relation to the Goods.
- 9.5 If the Seller exercises a right, power or remedy in connection with this Contract, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Seller states otherwise at the time of exercise. However, this clause 9.5 does not apply to a right, power or remedy which can only be exercised under the PPSA.
- 9.6 Everything the Buyer is required to do under this clause 9 is at its own expense.
- 9.7 For the purposes of sections 115(1) and 115(7) of the PPSA, sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 are excluded, and for the purposes of section 115(7) of the PPSA, the Seller need not comply with sections 132 and 137 of the PPSA.
- 9.8 If a term used and not defined in this clause 9 has a particular meaning in the PPSA, it has the same meaning in this clause 9.
- 9.9 To the extent permitted by law, the Buyer waives any time period that must otherwise lapse under any law before a security interest, right or obligation in relation to this Contract can be enforced and that, if the law which requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).

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10 Warranties and Liability

- 10.1 The Seller warrants to the Buyer that the Goods will correspond with their specification and will be free from defects in material and workmanship for a period of 6 months from the date of delivery.
- 10.2 The Seller will, free of charge, within a period of 6 months from the date of delivery of any Goods which are proved (following return to the Seller carriage paid with the Seller's prior authorization) to the Seller's reasonable satisfaction to be damaged or defective due to defects in materials and/or workmanship, at the Seller's option replace such Goods or refund to the Buyer the purchase price of such Goods.
- 10.3 The obligation in clause 10.2 will only apply where the Buyer has notified in writing the Seller of any defect or suspected defect within 7 days of delivery where the defect should be apparent on reasonable inspection, or within 7 days of the same coming to the knowledge of the Buyer where the defect is not one which should be apparent on reasonable inspection, and in any event not later than 6 months from the date of delivery. Any Goods which have been replaced will belong to the Seller. Any replacement Goods will be subject to these Conditions for the unexpired portion of the 6 month period from the date of delivery of the replaced Goods.
- 10.4 The above warranty is given by the Seller subject to the following conditions:
- the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
 - the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Sellers' instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Sellers' approval or the Goods differ from their description or the specification as result of changes made to ensure they comply with their applicable statutory regulatory requirements;
 - the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
- 10.5 Notwithstanding the foregoing, nothing in these Conditions shall limit or exclude the Seller's liability for:
- breach of the consumer guarantees or any other obligations of the Seller under the Australian Consumer Law;
 - personal injury or death resulting from the Seller's negligence;
 - any matter for which it would be illegal for the Seller to exclude its liability; or
 - fraud or fraudulent misrepresentation.
- 10.6 Subject to clause 10.5, the Seller will be under no liability to the Buyer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business depletion of goodwill and like loss) howsoever caused arising out of or in connection with the Contract.
- 10.7 Except as set out in herein or as may be granted or implied by any law which cannot be excluded, restricted or modified, the Seller hereby excludes to the fullest extent permitted by law, all conditions, warranties, representations and guarantees, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favor of the Buyer. To the extent that any law grants or implies any conditions, warranties, representations and guarantees and to the extent that the Seller is entitled to do so, its liability shall be limited at its option to: (a) the replacement or repair of the Goods or the supply of equivalent goods; or (b) the payment of the costs of replacing or repairing the Goods or acquiring equivalent goods.
- 10.8 The Seller shall not be liable to the Buyer or be in breach of the Contract by reason of any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure event.
- 10.9 To the fullest extent permitted by law, the total liability of the Seller for any claims arising out of or in connection with any Contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not in any circumstances exceed 125% of the price of the Goods.
- 10.10 In respect of Goods not of the Sellers' manufacture the Seller will give the Buyer a warranty equivalent to the warranty (if any), which the Seller may have received from the supplier of such Goods, but not so

as to impose on the Seller a liability greater than those contained in these Conditions. Nothing in this clause shall affect the Buyer's rights under the Australian Consumer Law or any other applicable law.

11 Compliance Obligations

- 11.1 The Buyer is responsible for compliance with all applicable laws, rules, regulations and administrative requirements with respect to its activities pursuant to the contract, including those governing trans-border sales, importation, storage, shipment, transfers of products, economic sanctions, and export controls. The foregoing expressly includes all applicable anti-bribery and corrupt practices laws, including without limitation the Bribery Act 2010 (U.K.), the U.S. Foreign Corrupt Practices Act 1977, and any additional anti-bribery, corruption, commercial bribery, money laundering, or terrorist financing laws applicable to the Buyer. The foregoing also includes all applicable export control and economic sanctions laws.
- 11.2 Without limiting the foregoing, the Buyer agrees that it will not ship or divert any Goods to Cuba, Syria, Iran, North Korea or Crimea or the respective governments of those countries. The Buyer also agrees that it will not sell any Goods to a customer for use in connection with the proliferation of weapons of mass destruction, including missiles, nuclear, chemical or biological weapons. Finally, the Buyer will not ship any Goods for resale, directly or indirectly, to or through, any customer that is a person or entity: (a) on the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions (https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en); (b) on the U.S. Treasury Department's Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons (<https://sanctionssearch.ofac.treas.gov/>); (c) on the U.S. Commerce Department's Bureau of Industry and Security's Denied Parties List or Entity List (<http://apps.export.gov/csl-search/#csl-search>; https://www.bis.doc.gov/index.php/forms-documents/doc_view/691-supplement-no-4-to-part-744-entity-list); or (d) that is otherwise prohibited by law from receiving the Goods. The Buyer shall take no action which would subject the Seller to penalties under the aforementioned laws, rules, regulations, or administrative requirements, including laws, rules, regulations, or administrative requirements of the United States, the United Kingdom, and the European Union.

12. Third Party Claims

- 12.1 In the event of any claim being made or action being brought by a third party against the Buyer in respect of infringement of any intellectual property by the manufacture, supply or sale of Goods, being Goods manufactured according to the designs and specifications of the Seller, the Buyer shall notify the Seller immediately of any such claim being made or action being brought and the Seller shall be at liberty, with the reasonable assistance of the Buyer if required, by and at the Seller's expense to conduct all negotiations for the settlement of the same and/or litigation that may arise therefrom.

13 Termination

- 13.1 Either party may terminate the Contract with immediate effect by giving written notice to the other party if: (a) the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); (b) an administrator, liquidator or a receiver is appointed to any of the property or assets of the other party; (c) the other party ceases, or threatens to cease, to carry on business; or (d) the first party reasonably believes that any of the events mentioned above is about to occur in relation to the other and notifies the other party accordingly.
- 13.2 If clause 11.1 applies to the Buyer then, without prejudice to any other right or remedy available to it, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.
- 13.3 Termination of the Contract howsoever arising shall not affect any of the parties' rights, remedies obligations and liabilities which have accrued as at termination.

14 Repair work

- 14.1 Quotations for repair work are made on the basis of a preliminary examination of the Goods to be repaired. To ensure a satisfactory repair it may be necessary to replace parts, which on first inspection appear to be re-usable and/or to carry out additional work to that originally quoted for. If following receipt of a quotation for the repair of Goods the Buyer decides not to proceed, the Seller reserves the right to charge for its reasonable costs of dismantling and installation. If within twenty-one days from receipt of a quotation for the repair of goods the Buyer does not give any instructions the Seller will not accept any liability for loss of or damage to any of the Buyer's property remaining in its hands. The Seller reserves the right to arrange for a sub-contractor to carry out repair in which event the Buyer shall pay the costs of the sub-contractor unless the repair work is covered by the

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Seller's warranty or the Seller is otherwise liable to pay the repair costs pursuant to clause 10.

15 Sub-Contractors

- 15.1 The Seller shall be entitled to sub-contract the performance of the whole or part of the Contract on providing reasonable prior written notice to the Buyer. In such event the Seller contracts for and on behalf of itself and its sub-contractors.
- 15.2 The Buyer agrees to provide access for employees and vehicles of the Seller, its sub-contractors and carriers on or into the Buyer's property for the purpose of delivering Goods to the Buyer. To the fullest extent permitted by law, neither the Seller, its sub-contractors or carriers, nor any of their respective employees, shall be liable for any loss, injury or damage caused, whether negligently or otherwise, to any property by or arising out of the entry of such employees or vehicles on or into the Buyer's property or any consequential loss or damage arising therefrom.

16 General

- 16.1 Notices may be given by either party by letter sent by fax transmission or by registered post and addressed to the other party at its principal place of business or last known address or at its registered office and any such notice sent by pre paid recorded post shall be deemed to have been received on the date of delivery receipt.
- 16.2 The Seller shall be entitled to assign or transfer its rights and obligations under a Contract to an affiliated entity. The Buyer shall not assign the Contract or any benefits or interests arising under the Contract without the prior written consent of the Seller.
- 16.3 No waiver by a party of any breach of the Contract by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 16.5 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 16.6 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is in writing and signed by both parties.
- 16.7 The Contract in any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of Victoria, Australia.
- 16.8 Each party irrevocably agrees that the courts of Victoria, Australia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).