



General Terms and Conditions of Sale

These general terms and Conditions of sales shall apply to all goods supplied by Lion Batteries (Wholesale) Pty Ltd ABN 70 002 156 256 (The Company) to its customers (the Customer). No variations to these terms and conditions which the Customer seeks to introduce shall be effective unless expressly agreed by the Company in writing.

1. Quotations and orders.

All quotations given, unless otherwise expressly stated, are subject to withdrawal or variation by the Company at any time prior to acceptance by the Company of the Customer's order.

No Customer order shall be binding on the Company unless accepted by the Company.

The Customer acknowledges that it has checked all quotations and orders and is satisfied that all goods required by the Customer are as set out in the quotations order.

2. Payment

The Company shall invoice the Customer upon delivery and the Customer shall pay the Company on or prior to delivery unless terms of credit have been arranged.

In cases where the Customer has opened a credit account with the Company, the Customer shall pay to the Company registered office the amount of each invoice within thirty (30) days from the end of the month in which the goods are delivered. All different terms have to be arranged with the Company expressly in writing.

Unless expressly stipulated on the invoice, interest at a rate of 18% per annum will be charged on all overdue payments calculated from the date the payment becomes due until the date of settlement.

All prices are exclusive of Goods and Service Tax or any other statutory impost whatsoever if applicable and are net cash at the Company's warehouse unless otherwise stated and all payments shall be made for the full invoice amount without deduction or offset whatever.

Credit Cards payments will not be accepted unless with prior arrangement and any payment by Credit Card will be subject to a handling charge.

3. Delivery

The Customer shall give delivery instructions in its order. The company will arrange for delivery in accordance with the Customer's delivery instructions if possible. The costs incurred by the Company in freighting goods from its warehouse in accordance with the customer's delivery instructions shall be borne by the Customer in addition to the price of goods quoted unless otherwise agreed. The Company reserves the right to select the carrier and method of carriage in all cases.

All times quoted by the Company for supply or delivery are estimates only. The Customer shall not be relieved of any obligation to accept or pay for goods by reason of any delay in supply or delivery.

The Company reserves the right to supply or deliver in installments, and each installment shall be deemed to be sold under separate contract. Failure to supply or deliver by any installment shall not entitle the Customers to repudiate the order.

4. Insurance

The goods will be at risk of the Customer on delivery of the same to the Customer. The Customer shall insure on its own behalf and on behalf of the Company, all goods from the time of actual receipt of the same by the Customer.

5. Consignment

If the batteries are provided to the Customer on consignment then:

The Customer shall pay for goods as sold by the Customer which shall be deemed to be the number by which the undamaged goods inspected on the Customer's premises is less than the number of goods delivered on consignment as conclusively determined by a representative or agent of the Company.

The date of delivery of the goods for the purposes of payment in accordance with these Terms and Conditions shall be the date of determination of the goods sold. The Customer shall be responsible for goods stolen, lost or damaged.

The Customer shall take all reasonable steps to promote and sell the goods in the ordinary course of business.

The Customer shall at all times at its cost insure and keep insured the goods for their full replacement value against all risks including theft, loss or damage whether accidental or otherwise with an insurer approved by the Company.

6. Returns

Goods will only be considered for credit if an invoice number is supplied. Goods must be returned within thirty (30) days of delivery in original saleable condition in their original packaging before any credit will be granted. The Company reserves the right at its sole discretion to refuse goods for credits. Goods returned will be subject to a handling charge.

All Freight costs are to be borne by the Customer.

7. Title

Risk of loss, damage or deterioration to the goods shall pass to the Customer upon dispatch from the Company's premises to a carrier commissioned by the Company or by the Customer or by the Customer's worker and/or agent.

Property in all goods supplied by the Company shall not pass from the Company to the Customer until the Customer has paid for the goods in full and all cheques and other negotiable instruments have been cleared. The risk of loss, damage or deterioration to the article shall be entirely at the risk of the Customer upon delivery to the Customer.

7.1 The property in the goods shall not pass to the Customer until payment in full on any account whatsoever has been received by the Company and the Customer's cheque has been honoured whether or not the account relates to the sale of goods. The Customer shall stand in a fiduciary relationship to the Company in respect of the proceeds of sale of such goods. If the Customer fails to honour any of these terms and conditions of sale, the Company, without notice shall have the right to take possession of the goods which are the subject of this reservation of title, or trace the proceeds of the sale thereof, as the case may be, and to recover the full amount owing to the Company together with interest and costs, if any. The Customer shall hold the good supplied by the Company in such a way as to identify them as being the goods in which property has not passed to the Customer pending payment in full.

7.2 Until payment of all debts owing to the Company (some of which may not be necessarily be due for payment), the Company may without prejudice to any of its rights and without prior notice, retake and resume possession of any goods which remain its property and by its servants and agents, enter upon the Customer's premises, or any other place where the goods may be, without liability for trespass or any resulting damage if any:

7.2.1 there is any breach of any contract between the Company and Customer; or

7.2.2 the Customer takes any action which could result in the Customer being made bankrupt or an arrangement under the Bankruptcy Act 1966 is invoked against the Customer, or the Customer is wound up or an voluntary administrator is appointed in respect of the Customer its undertaking or property or any part thereof or an encumbrance by itself or by an agent. take possession of the Customer's undertaking or property or any part thereof; or

7.2.3 The Customer parts with possession of the goods or any of them otherwise than by way of sale to a customer in the ordinary course of its business.

7.3 You agree that these Terms and Conditions constitute a Security Agreement within the meaning of the Personal Property Securities Act 2009 (PPSA) and that you are granting a security interest to us under the PPSA.

7.3.1 You acknowledge that we will register our security interest on the Personal Property Securities Register (PPSR)

7.3.2 You agree that the following provisions of the PPSA will not apply to our agreement as constituted by these Terms and Conditions:-

- a) Section 95(1) to (4) inclusive and these Terms and Conditions are a consent by you pursuant to Section 95(5), that no notice is required from us, for the removal of accession;
- b) Section 121(4);
- c) Section 130 insofar as it requires us to give you notice of disposal;
- d) Section 134(4);
- e) Section 135; and
- f) Section 143.

8. Recovery

The Company may recover the price of the goods by action, and may apply to wind up or bankrupt the Customer, if the goods are not paid for within the customer's usual credit terms, notwithstanding that property in the goods has not passed to the Customer.

The provisions apply notwithstanding any arrangement under which the Company provides credit to the customer. To the extent of any inconsistency, these provisions prevail.

The Company may claim and receive from the Customer on demand, in addition to any other sums payable, all losses, costs and expenses incurred by the Company in consequence, directly or indirectly, of any breach of the contract on the part of the customer and including legal costs, if any, as between solicitor and own client, and any costs in relation to retaking possession of the goods.

9. Indemnity

The Customer shall indemnify the Company against any action in respect of recovery, possession, handling and resale and the balance of any amount owing following re-sales shall immediately due by the Customer to the Company.

10. Acceptance

Notwithstanding anything to the contrary contained in any order submitted by the Customer to the Company, in placing an order with the Company, the Customer is deemed to have accepted the Company's Terms and Conditions of Sale.

11. Credit information

If the Company considers it relevant to assessing the Customer's application for commercial credit, the Customer agrees to the Company obtaining from a credit reporting agency a credit report containing the personal and credit information about the Customer in relation to commercial credit provided by the Customer. The Customer understands that this information can include any information about the Customers' credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy act.

12. Entirety

This contract constitutes the entire agreement between the Company and customer and supercedes all tenders and offers and quotations.

Each clause of this contract is severable from the other and if any clause found to be defective or unenforceable for any reason by any competent court, the remaining clauses shall remain in full force and effect.

13. Relevant Laws

The validity, interpretation and performance of this contract shall be governed by the laws of the State of New South Wales.

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These general terms and Conditions have been read and understood by the purchaser (the Customer) who agrees to be bound thereby in all dealings with the Company.

Customers Name: _____

Name: _____ Signature _____

Position: _____ Date: _____

The above signature is authorized to sign on the purchaser's behalf.