

TERMS AND CONDITIONS

The parties agree that to the fullest extent permitted by law, all dealings between Litho Superpak Pty Ltd (ABN 47 868 797 413) ("**Litho Superpak**") and the Customer relating to the supply by Litho Superpak to the Customer of any Goods are subject to the following terms and conditions of trade of Litho Superpak ("**Terms and Conditions**").

1. Definitions

- (a) For the purposes of these Terms and Conditions:
- i) **Consumer and Competition Act (Cth) 2010** (the Act);
 - ii) **Credit Facility** means goods supplied by Litho Superpak on credit which is payable on or before 30 days of the end of the month that the invoice was provided to the Customer by Litho Superpak;
 - iii) **Customer** includes any related body corporate pursuant to the Corporations Act (Cth) 2001;
 - iv) **Goods** means all products and goods supplied by Litho Superpak to the Customer and any other items described in an Invoice;
 - v) **Invoice** means a tax invoice for Goods the subject of Delivery provided by Litho Superpak to the Customer;
 - vi) **Order** means an order placed upon Litho Superpak for Goods by the Customer whether by phone or in writing;
 - vii) **Parties** means Litho Superpak, Customer and Guarantor;
 - viii) **PMSI** means Purchase Money Security Interest as defined under the PPSA;
 - ix) **PPSA** means the Personal Property Securities Act 2009 (Cth);
 - x) **PPS Law** means:
 - A. the PPSA, or any provision thereof;
 - B. any regulations made under the PPSA, or any provision of those regulations; and
 - C. any amendment made at any time to any other law as a consequence of the PPSA
 - xi) **PPSR** means Personal Property Security Register;
 - xii) **Return Authorisation** means written authorisation by Litho Superpak for the return of Goods by the Customer;
 - xiii) **Security Interest** means Security Interest as defined under the PPSA;
 - xiv) **Services** means all matters attended to by Litho Superpak in connection with the Goods.

2. Interpretation

- (a) For the purpose of these Terms and Conditions:
- i) "including" and similar expressions are not and must not be treated as being a limitation;
 - ii) any terms defined in the PPSA and used in these Terms and Conditions shall have the meaning given to them in the PPSA, where applicable;
 - iii) the singular includes the plural and vice versa;
 - iv) a reference to these Terms and Conditions is a reference to any amended, novated, supplemented or replacement terms and conditions of supply published by Litho Superpak from time to time;
 - v) headings are for convenience and do not affect interpretation; and
 - vi) a reference to any legislation or legislative provision includes any statutory modification of or re-enactment of, or substitution for, and any subordinate legislation under, that legislation or legislative provision.

3. Payment Terms

- (a) Credit Facilities are subject to satisfactory credit approval of the Customer by Litho Superpak. Where credit approval has not been granted, payment of Goods is required prior to delivery. Where credit has been granted, payment for the first Order must be made on or before delivery of the Goods, and payment for any subsequent Order is to be made on or before 30 days after the end of the month in which the transaction occurred. Payment of each Invoice is to be made in full without set off or deduction. Any disputed Invoices will be investigated, and if resolved in favour of the Customer, a credit note will be issued for such sum.
- (b) Litho Superpak reserves the right to withdraw any Credit Facility provided to the Customer at any time at its absolute discretion, in which event, all orders placed by the Customer on and from that date must be paid in full prior to delivery.
- (c) If an Order is delivered in parts, Litho Superpak shall be entitled to demand payment for each partial delivery before supplying any further Goods to the Customer.
- (d) The Customer agrees that Litho Superpak may set-off any credit amount that Litho Superpak owes to the Customer against any debit due by the Customer to Litho Superpak.

4. Delivery and risk

The Customer shall take delivery of the Goods at the agreed delivery address. Risk in respect of the Goods shall pass to the Customer on delivery.

5. Title of Goods

- (a) Property in and legal title to Goods does not pass to the Customer until Litho Superpak has received clear payment in full for all amounts payable by the Customer in relation to the Goods and all other amounts owing by the Customer to Litho Superpak. The Customer acknowledges that this constitutes a security agreement for the purposes of the PPSA and that a security interest exists in all Goods supplied to the Customer (and their proceeds). The Customer irrevocably consents to Litho Superpak registering or

causing to be registered at any time a financing statement under the PPSA for the security interest or PMSI arising from this agreement and in all Goods supplied (and their proceeds).

- (b) Until Litho Superpak receives clear payment in full for all amounts payable by the Customer in relation to the Goods and all other amounts owing by the Customer to Litho Superpak:
- i) the Customer must hold those Goods as the fiduciary agent and bailee of Litho Superpak and store those Goods so as to show that they are the property of Litho Superpak;
 - ii) the Customer may in the ordinary course of business sell those Goods provided that it keeps separate accounts of such sales and receives all proceeds in trust for Litho Superpak until all liability of the Customer in connection with those Goods and all other amounts owing by the Customer to Litho Superpak are discharged; and
 - iii) the Customer may not, without Litho Superpak's written consent, do, or agree to do, any of the following:
 - A. create another security interest in connection with the Goods or allow one to arise; or
 - B. deal in any way with this security agreement, or allow any interest in it to arise or be varied.
- (c) To the extent permitted by law, the Customer and Litho Superpak agree that the following sections of the PPSA are excluded from this agreement: sections 95, 96, 118, 121, 125, 130, 132, 135, 142 and 143.
- (d) Without limiting any other provision contained herein, the Customer waives its rights to receive from Litho Superpak each document or notice which under sections 144 and 157 of the PPSA it is permitted to waive, such waiver to be deemed effective at the date hereof and at all times hereafter, including after any event of default by the Customer.
- (e) The Customer agrees that where Litho Superpak has rights in addition to those under Part 4 of the PPSA, those rights will continue to apply.
- (f) The Customer and Litho Superpak agree that neither the Customer nor Litho Superpak will disclose to any person information of the kind mentioned at section 275(1) of the PPSA, unless required by section 275(7) of the PPSA. The Customer further agrees (without limiting any other provision) that it:
- i) will not authorise the disclosure of any information described under section 275(1) of the PPSA; and
 - ii) waives its rights to receive anything from Litho Superpak under section 275 of the PPSA and agrees not to make any request under that section,
- to the extent permitted by law.
- (g) Any time the Customer makes a payment to Litho Superpak, irrespective of whether the payment is made under or in connection with these Terms and Conditions, Litho Superpak may apply that payment:
- i) first, to satisfy an obligation that is not secured;
 - ii) second, to satisfy an obligation that is secured, but not by a PMSI; and
 - iii) third, to satisfy an obligation that is secured by a PMSI for that obligation and using proceeds from the sale of the collateral subject to that PMSI; and
 - iv) fourth, to satisfy an obligation that is secured by a PMSI using funds or proceeds from any source,
- or, despite the foregoing, any manner Litho Superpak deems fit in its absolute discretion.
- (h) The Customer undertakes to:
- i) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Litho Superpak may reasonable require to register a financing statement or financing change statement in relation to a security interest or register any other document required to be registered under the PPSA;
 - ii) indemnify, and upon demand reimburse, Litho Superpak for all expenses incurred in registering a financing statement or financing change statement in the PPSR or releasing any Goods charged thereby;
 - iii) not register or permit to be registered, a financing statement or a financing changed statement in relation to Goods in favour of a third party without the prior written consent of Litho Superpak; and
 - iv) immediately advise Litho Superpak of any material change in its business practices of selling Goods which would result in a change in the nature of the proceeds derived from such sales.
- (i) The Customer irrevocably grants to Litho Superpak the right to enter upon the Customer's premises, so as to enable Litho Superpak to inspect the Goods and to reclaim possession of the Goods, and otherwise if Litho Superpak has cause to exercise any of Litho Superpak's rights, including, without limitation, those under section 128 of the PPSA, and the Customer shall indemnify Litho Superpak from any claims made by any third party as a result of such exercise and furthermore Litho Superpak shall not be liable for any damage so caused to any party.
- (j) The Customer acknowledges that it has received value as at the date of first delivery of Goods and has not agreed to postpone the time for attachment of the security interest granted to Litho Superpak under these Terms.
- (k) If in the opinion of Litho Superpak, the PPS Law adversely affects or may adversely affect Litho Superpak's security position or the rights or obligations of Litho Superpak under or in relation to these Terms and Conditions, then:
- i) Litho Superpak may give written notice to the Customer requiring the Customer to do such thing (including, without limitation, amending, adopting or executing new terms and conditions of supply, promptly providing information and acting to continuously perfect any security interest registered or to be registered on the PPSR) that in Litho Superpak's opinion is necessary to ensure that, to the maximum possible extent, Litho Superpak's security position, and its rights and obligations, are not adversely affected as contemplated by this clause (or that any such possible adverse effect is overcome); and
 - ii) the Customer must comply with the requirements of the notice referred to in (k)(i) within the time stipulated in the notice.

Return of Goods

- (a) If the Goods delivered:
 - i) Are not the Goods ordered by the Customer; or
 - ii) Are damaged prior to acceptance by the Customer;
 - A. the Customer may return the Goods to Litho Superpak without cost provided the Customer advises Litho Superpak of such within 7 days of the date of delivery and Litho Superpak grants a Return Authorisation;
 - B. The Goods are returned with the Return Authorisation;
 - C. The Goods are in their original packaging, unopened and are otherwise in a good and saleable condition save for those that are damaged.
- (b) The Customer may allow Litho Superpak, its servants or agents if requested by Litho Superpak to attend the Customer to inspect the Goods which it is alleged are damaged within a reasonable period if requested by Litho Superpak for Litho Superpak to determine that the return of the Goods is fair and reasonable in its absolute discretion.
- (c) Goods returned other than pursuant to clause 6(a) hereof with the express written consent of Litho Superpak between 14 to 60 days after delivery will incur a 15% re-stocking charge and only upon the issue of a Return Authorisation.
- (d) In all other circumstances Litho Superpak may in its sole discretion and on such terms and conditions as Litho Superpak considers appropriate accept return of Goods from the Customer and issue a Return Authorisation. Return of Goods will be at the Customer's expense including original delivery charges.
- (e) Risk in the Goods remains with the Customer until the Goods are received by Litho Superpak.

6. Liability

- (a) The Customer has the benefit of conditions and warranties implied by the Act and nothing in these conditions is intended to exclude, restrict or modify any statutory obligation Litho Superpak has if that cannot lawfully be effected. References to specific provisions of and circumstances arising under the Act are intended to include reference to equivalent or similar provisions of and circumstances arising under any State or Territory enactment.
- (b) Should Litho Superpak be liable for breach of a condition or warranty implied by Division 1 of Chapter 3 of the Act (not being a condition or warranty implied by Section 20-22 of the Act), Litho Superpak liability for the breach will, subject to Section 68A(2) of the Act, be limited to one of the following as determined by Litho Superpak:
 - i) the replacement or repair of the Goods or the supply of equivalent Goods; or
 - ii) the payment of the cost of replacing or repairing the Goods or of acquiring equivalent Goods
- (c) Subject to any legislation to the contrary:
 - i) to the full extent permitted by law, all express and implied terms, other than the ones set out in these terms and conditions are excluded;
 - ii) to the full extent permitted by law, Litho Superpak is not liable for any injury to or death of any person or loss (including loss of profits or consequential loss) or damage to property arising from any act or omission of the Customer, Litho Superpak or any other person (including any loss or damage arising from Litho Superpak negligence);
 - iii) the Customer indemnifies Litho Superpak against any claims made against Litho Superpak by any third party in respect of any loss, damage, death or injury as is set out subclause 7(c)(ii) and all losses and expenses which Litho Superpak may suffer or incur due to the Customer's failure to observe fully the obligations under this agreement; and
 - iv) Litho Superpak makes no representation, warranty or undertaking about the compliance of the Goods with any statutory requirements relating to the marketing of Goods. The Customer acknowledges that the Customer alone is responsible for compliance of the Goods with this legislation
- (d) Litho Superpak will not be responsible for non-delivery or delay in delivery of any Goods due to any cause beyond its reasonable control, notwithstanding that the cause may be operative at the time of entering this agreement. Where such non-delivery or delay occurs, Litho Superpak may deliver the Goods not delivered or delayed at any subsequent time and the Customer must accept and pay for them.

7. Orders

- (a) Any quotation given by Litho Superpak to the Customer from time to time, shall not be construed or operated as an offer or obligation to sell but shall be an invitation to contract only, and Litho Superpak reserves the right to accept or reject in its absolute discretion any order which may be received by it from the Customer. Until such time as Litho Superpak accepts in writing a written order submitted by the Customer, it shall not be obliged to supply to the Customer the Goods so ordered PROVIDED ALWAYS that if at any time the Customer defaults in respect of its payment obligations under these conditions, Litho Superpak may cancel or suspend any uncompleted order that has been accepted by Litho Superpak, without being liable to the Customer in any way whatsoever.
- (b) FURTHER PROVIDED that Litho Superpak shall not under any circumstances be responsible to the Customer for a breach of its obligation to supply Goods pursuant to an order that it has accepted which failure to and/or late supply is caused by matters beyond the reasonable control (including but without limiting the generality of the foregoing) Act of God, acts of any Government, war or other hostility, national or international disasters, the elements, fire, explosion, power failure, equipment failure, strikes or lockouts, inability to obtain necessary supplies and the like and other force majeure.
- (c) Litho Superpak reserves its rights to alter quotes, price lists, the design of Goods and to cease supply of Goods without notice.

8. Severability

Each of the provisions of these Terms and Conditions are severable and independent so that if any provision is invalid or unenforceable the Terms and Conditions shall be construed as if the invalid or unenforceable provision is deleted.

9. Default

- (a) Litho Superpak may terminate supply to the Customer without prior notice, upon the occurrence of any one of the following events of default:
- (b)
- i) the Customer breaches any of these Terms and Conditions; or
 - ii) the Customer enters into any composition or arrangement with its creditors or has a receiver appointed over any of its assets or is the subject of any resolution or petition for winding up or judicial management (other than for the purpose of amalgamation or reconstruction); or
 - iii) a change in ownership of the Customer, without the prior written consent of Litho Superpak; or
 - iv) the Customer assigns, charges or otherwise deals with any of its rights, duties or obligations under these Terms and Conditions without the prior written consent of Litho Superpak; or
 - v) the Customer cancels delivery of the Goods; or
 - vi) the Customer commits an act of bankruptcy.
- (c) Upon an event of default, including without limitation, failure to make any payments in accordance with these Terms and Conditions, all amounts owing by the Customer shall become immediately due and payable (**Unpaid Amount**). The Customer must pay interest on the Unpaid Amount (**Default Interest**) which will accrue at the rate of 18% per annum for the period from and including the date on which the Unpaid Amount fell due for payment up to the date on which the Unpaid Amount and any interest thereon are paid in full. Default Interest accrues daily and is calculated on the basis of the actual number of days on which interest has accrued and of a 365 day year. The Customer acknowledges and agrees that Litho Superpak shall also be entitled to charge an additional amount which is not less than 15% of the Unpaid Amount on account of costs incurred by Litho Superpak in administration and collecting the Unpaid Amount.

10. Variation

These Terms and Conditions may only be varied by written agreement by the Parties, other than as provided in these Terms and Conditions.

11. Whole Agreement

These Terms and Conditions embody the whole agreement between the Parties and, subject to the express terms contained in any written order or written acceptance thereof, all previous dealings, representations and arrangements are hereby excluded and cancelled.

12. Cessation of Supply

Litho Superpak's agreement to continue to deliver or sell Goods to the Customer is always conditional upon Litho Superpak being satisfied of the Customer's ability to pay and comply with these terms and conditions. If Litho Superpak ceased to be so satisfied Litho Superpak may suspend and/or terminate deliveries and shall not be liable in any way for any claim, damage, expense or cost suffered by the Customer.

13. Jurisdiction

The Parties agree these Terms and Conditions are governed by the laws of the State of Victoria. The Parties submit to the non exclusive jurisdiction of the Courts in the State of Victoria.

14. Waiver

No waiver by Litho Superpak of any one breach of these conditions shall operate as a waiver of another breach of the same or of any other conditions of sale and the doing and/or omission of any act, matter or thing whatsoever by Litho Superpak, its servants or agents (which but for this clause ought or might amount to a waiver of Litho Superpak's rights in respect of any such breach or default), shall not operate nor be deemed to be a waiver in any way of Litho Superpak's rights and powers in respect of such breach or default any rule of law or equity to the contrary notwithstanding.