

1. Definitions

In these Terms and Conditions of Trade:

"Agreement" means any agreement or contract entered into for the provision of goods or services by COS to the Customer; "Customer" means a person, firm or corporation, jointly and severally if there is more than one, acquiring goods or services from COS; "goods" means goods ordered by the Customer and supplied by COS to the Customer; "GST" means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended; "Intellectual Property" means all copyright, patents, trademarks, designs, names, formulae, specifications, confidential information and all modifications, improvements and enhancements; "COS" means Corporate Office Supplies Pty Ltd A.C.N. 145 549 113; A.B.N 13 145 549 113.

"services" means services supplied by COS to the Customer; and "Terms" means these Terms and Conditions of Trade.

2. Basis of Agreement

2.1 Unless otherwise agreed by COS in writing, the Terms apply exclusively to every Agreement and cannot be varied or supplanted by any other condition including the Customer's terms and conditions of purchase (if any).

2.2 The Agreement continues unless terminated in accordance with clause 13.1.

2.3 Any suggested or recommended retail prices contained in any of COS price lists, website, brochures, catalogues or any other document are subject to variation by COS at any time without notice to the Customer.

2.4 If there is any change in the costs incurred by COS relating to the goods or services, COS may vary its price for the goods or services in order to take account of such change by notifying the Customer.

2.5 An Agreement is accepted by COS when it confirms acceptance of an offer from the Customer in writing or electronic means or provides the Customer with the goods or services.

2.6 It is the Customer's responsibility to provide COS with its specific requirements in relation to the goods and services.

2.7 COS in its absolute discretion may refuse to accept any offer.

3. Special Order Items

3.1 If a Customer requests that COS procure customer specific stock or non-stock items ("Special Order Items"), upon COS receiving and accepting the Customer's written order confirmation all costs, fees and charges incurred will immediately become the responsibility of the customer.

4. Pricing

4.1 Unit prices quoted for the provision of goods and services include GST and any other taxes or duties imposed on or in relation to the goods or services. In addition to payment of the price of the goods or services, the Customer must pay any GST and any other taxes or duties imposed in relation to the goods or services.

4.2 If the Customer requests any variation, alteration or additions to the Agreement, COS may increase the price to account for the variation. All requests for variation must be made in writing to COS. In its absolute discretion, COS may refuse to accept any variation.

5. Payment

5.1 Unless otherwise agreed by completion of an account application or in writing by Credit Manager, terms of payment are strictly cash on delivery, except for account customers where credit is provided. If credit is provided payment for the goods or services must be made within 7 days from the date of invoice.

5.2 Payment terms may be revoked or amended at the sole discretion of COS immediately upon giving written notice to the Customer.

6. Payment Default

6.1 If the Customer defaults in payment by the due date of any amount payable to COS, then all money which would become payable by the Customer to COS at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and COS may, without prejudice to any other remedy available to it:

(a) charge the Customer interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 (Vic) plus 4 per cent for the period from the due date until the date of payment in full; (b) charge the Customer for, and the Customer must indemnify COS from, all costs and expenses (including without limitation all legal costs and expenses on a full indemnity basis) incurred by it resulting from the default or in taking action to enforce compliance with the Terms or to recover any goods;

(c) cease or suspend for such period as COS thinks fit, supply of any further goods or services to the Customer;

(d) by notice in writing to the Customer, terminate any contract with the Customer so far as unperformed by COS; without effect on the accrued rights of COS under any Agreement.

6.2 Clauses 6.1(c) and (d) may also be relied upon, at the option of COS:

(a) where the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or

(b) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

7. Passing of Property

7.1 Until full payment in cleared funds is received by COS for all goods and services supplied by it to the Customer, as well as all other amounts owing to COS by the Customer:

(a) title and property in all goods remain vested in COS and do not pass to the Customer;

(b) the Customer must hold the Goods as fiduciary bailee and agent for COS;

(c) COS may without notice, enter any premises where it suspects the goods may be and remove them and for this purpose the Customer irrevocably licences COS to enter such premises and also indemnifies COS from and against all costs, claims, demands or actions by any party arising from such action.

8. Risk and Insurance

8.1 The risk in the goods and all insurance responsibility in respect of the goods will pass to the Customer immediately on the goods being despatched or taken from COS's premises.

8.2 The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use or possession of any of the goods sold by COS or in COS's possession, whether such goods are used singularly, or in combination with other goods, or any process.

9. Acknowledgments

9.1 The Customer acknowledges that:

(a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by COS in relation to the goods or services or their use or application;

(b) it has the sole responsibility of satisfying itself that the goods or services are suitable for the use of the Customer or any contemplated use by the Customer, whether or not such use is known by COS; and

(c) any description of the goods provided on COS's website, in any brochure, catalogue or other marketing document or in a quotation or invoice is given by way of identification only and the use of such description does not constitute a contract of sale by description.

10. Performance of Agreement

10.1 Any period or date for delivery of goods or provision of services stated by COS is intended as an estimate only and is not a contractual commitment and is contingent upon its ability to secure and/or supply the goods or provide the services. COS will use its reasonable endeavours to meet any estimated dates for delivery of the goods or completion of the services but will, in no circumstances whatsoever, be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.

11. Delivery

11.1 COS will, at its discretion, arrange for the delivery of the goods to the Customer and shall designate the route and the means of transportation for the delivery of goods. In the event that the Customer requires a more expensive route and/or means of transportation the Customer will reimburse COS for the extra cost involved.

11.2 The Customer must provide reasonable and proper access to the location specified for delivery.

11.3 Unless otherwise agreed in writing by COS, the Customer will be responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery.

11.4 The Customer indemnifies COS against any loss or damage suffered by COS, its subcontractors or employees as a result of delivery, except where caused by the negligence of COS.

11.5 If COS does not receive forwarding instructions sufficient to enable it to dispatch the goods or the goods are not picked up by the Customer within 7 days of notification that the goods are ready, the Customer shall be deemed to have taken delivery of the goods from such date. The Customer shall be liable for storage charges payable monthly on demand.

11.6 If the delivery of goods is delayed or prevented by circumstances caused by the Customer, including that the Customer is not able to accept delivery, the Customer will pay all costs associated with delivery, storage and insurance of the goods and any other costs incurred while making further attempts to deliver the goods.

12. Liability

12.1 Except as specifically set out herein, or contained in any warranty statement provided with the goods or services, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services, whether implied by statute, common law, trade usage, custom or otherwise, is expressly excluded.

12.2 Replacement or repair of the goods or re-supply of the services is the absolute limit of COS's liability howsoever arising under or in connection with the sale, use of, storage or any other dealings with the goods or services by the Customer or any third party.

12.3 COS is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.

12.4 COS will not be liable for any loss or damage suffered by the Customer where COS has failed to deliver goods or services or cancels or suspends the supply of goods or services.

12.5 Nothing in the Terms is to be interpreted as excluding restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

13. Cancellation

13.1 If, through circumstances beyond the control of COS, COS is unable to effect delivery or provision of goods or services, then COS may cancel or suspend the Customer's order (even if it has already been accepted) by notice in writing to the Customer.

13.2 No purported cancellation or suspension of an order for Special Order Items or any part of it by the Customer is binding on COS after that order has been accepted by COS.

13.3 Orders (other than orders for Special Order Items) may be cancelled by the Customer, without penalty up to 48 hours after accepting the goods by either email confirmation and/or by a verified telephone call.

13.4 COS, in its absolute discretion may review, alter or terminate the Customer's credit limit or payment terms without notice.

14. Returns and Exchanges

14.1 This clause 14 is subject to the Customer complying with the additional requirements in clause 18.

14.2 COS will not be liable for any defects, shortages, damage or non-compliance with the specifications in the Agreement unless the Customer notifies COS in writing with full details within 7 days of delivery.

14.3 If the Customer fails to give the notice as required in clause 14.1, it is deemed to have accepted the goods.

14.4 When any defects, shortages, claim for damage or noncompliance with the Agreement specifications is accepted by COS, COS may, at its option and subject to the

manufacturers' specific requirements set out in clause 18, replace or repair the goods, or refund the price paid for the goods.

14.5 COS will not under any circumstances accept Goods for return that:

- (a) are required to be sent directly to the manufacturer in accordance with clause 18
- (b) are a Special Item Order or have otherwise been specifically produced or acquired to fulfil any contract;
- (c) have been altered in any way;
- (d) have been used; or
- (e) are not in their original condition and packaging.

14.6 The Customer must obtain prior approval for the return of goods from COS's customer service department ("Return Authorisation Number"). No returns will be accepted without a Return Authorisation Number.

14.7 COS is under no obligation to accept goods for return unless faulty, and may in its sole discretion refuse to accept goods for return by the Customer.

14.8 The Customer is responsible for:

- (a) the payment of all costs of returning the goods, including but not limited to, freight charges associated with the return of goods unless the goods are faulty;
- (b) adequately packaging returns; and
- (c) damage in transit.

14.9 Software will not be accepted for return unless proven to be faulty.

14.10 All returns incur a 30% restocking fee, unless proven to be faulty.

14.11 Where goods returned were originally supplied to the Customer with promotional items, the promotional item(s) must accompany the returned goods. Any promotional item(s) not returned with returned goods will be charged to the Customer at the recommended retail price for those goods.

14.12 To be accepted for return, all return goods must:

- (a) be received by COS within 10 days of the date of invoice;
- (b) be issued with a Return Authorisation Number;
- (c) be clearly identified with:
 - (i) the Customer's contact details;
 - (ii) invoice number;
 - (iii) Return Authorisation Number;
 - (iv) reason for return, including a detailed description of the fault if applicable;
 - (v) quantity of return and description of goods.

15. Force Majeure

15.1 COS shall have no liability whatsoever under or in any way related to the sale and purchase of the Goods or Services or otherwise for any failure to fulfil any obligation hereunder to the extent that such fulfilment is prevented by circumstances beyond its reasonable control including but without limitation to industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts of terrorism or acts of war.

16. Intellectual Property

16.1 The Customer acknowledges that it has no proprietary right or interest in the Intellectual Property.

16.2 The Customer must not register or record or attempt to register or record anywhere in the world the Intellectual Property or any part thereof or any patents, inventions, trademarks or designs derived from or similar to the Intellectual Property or aid or abet anyone else in doing so.

16.3 The Customer must not at any time create, sell, manufacture or process any products using or taking advantage of the Intellectual Property.

16.4 Any Intellectual Property provided to the Customer by COS in connection with the goods remains the exclusive property of COS or the owner of the Intellectual Property and must be returned to COS or the owner of the Intellectual Property on demand and must not be copied or communicated to any third party without the express prior written consent of COS or the owner of the Intellectual Property.

16.5 COS's use and display of any third party's Intellectual Property does not imply any endorsement or affiliation between COS and the owner of the Intellectual Property.

17. Miscellaneous

17.1 The law of Victoria from time to time governs the Terms and the parties agree to the no exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts

17.2 Failure by COS to enforce any of these Terms shall not be construed as a waiver of any of COS's rights.

17.3 If any of the Terms are unenforceable it shall be read down so as to be enforceable or, if it cannot be so read down, the term shall be severed from these Terms without affecting the enforceability of the remaining terms.

18. Third Party Products COS will take all measures to gain a credit for all third party products directly from the vendors. All third party products come with a 12 month guarantee from date of purchase.

Certificate of guarantee is available on request. COS Customer support will advise the customer of the procedures in returning product.

Promotional Items

Promotional Items may take up to 90 days after payment is made to be shipped. Should the need arise that COS escalate collection of outstanding monies from you or your company any promotional item inclusive of and not limited to vouchers, outstanding to you from COS will be null and void.

19. If a customer is supplied any promotional item inclusive of and not limited to vouchers, these items will need to be returned unopened and unused in the event that the promotional item is affiliated with a Supply Agreement or contract for ongoing supply which is subsequently terminated prior to the fulfilment of the entire agreement. If the items are not returnable they will be charged to the customer at full RRP.