

TERMS AND CONDITIONS OF SALE

Set out hereunder are the standard conditions under which goods are sold by Panasonic Australia Pty. Limited effective 1st April 2002.

In respect of all sales of Goods the Buyer is deemed to purchase and accept delivery of Goods upon the following conditions:

1. Legislation

Nothing herein will exclude, restrict or modify any condition, warranty, right or liability expressed or implied either by the Trade Practices Act or by any other Australian or State legislation relating to the sale of goods or consumer affairs where to do so would render any part of these conditions void or of no effect. Subject to this clause, these terms and conditions constitute the whole contract between Panasonic and the Buyer and supersede all previous communications either oral or written. No term or condition contained in the Buyer's order or Terms of Purchase shall add to, amend or delete these terms and conditions or any of them unless expressly agreed in writing by Panasonic.

2. Property in Goods

- (a) Property in the Goods does not pass to the Buyer until such time as payment in full for the Goods shall have been made and no other money is owing by the Buyer to Panasonic on any account whatever and whether or not such other money has become due for payment. Until such time, the Buyer shall possess all Goods supplied on a fiduciary basis only and shall keep the Goods separate from other goods in the possession of the Buyer and store them so that they are identified as belonging to Panasonic.
- (b) The Buyer has the right to dispose of the Goods in the course of business for the account of Panasonic and pass good title in the Goods to its purchasers being bona fide consumers for value without notice of the rights of Panasonic. Sale of the Goods to a third party for further resale is not permitted unless the Buyer and Panasonic have entered into a current distribution Agreement.
- (c) Panasonic has the right to any claims for payment the Buyer may have against a purchaser from the Buyer and any payment received by the Buyer from any such purchaser will be held on trust for Panasonic and may be traced. The Buyer shall, upon request from Panasonic, account to Panasonic in specie in respect of any proceeds received by the Buyer and concur in directing any purchaser from the Buyer to pay proceeds to Panasonic.
- (d) Panasonic may at any time recover the Goods if they are in the possession of the Buyer, and resell them, and for the purpose of recovering them, Panasonic and its employees or agents may enter upon the premises on which the Goods are located.
- (e) Should Panasonic or its employees or agents enter upon premises on which Goods are located as provided in paragraph (d), and if any person should bring any legal action against Panasonic relating to such entry, the Buyer shall indemnify Panasonic and keep it indemnified against all damages, costs or expenses which Panasonic may incur directly or indirectly as a result of such action.

3. Delivery and Risk

- (a) It is the Buyer's responsibility to ensure that the Goods ordered conform to its requirements.
- (b) The Goods shall be delivered to the premises of the Buyer Free into Store (FIS).
- (c) If the Buyer requests Panasonic to deliver Goods to a place other than the Buyer's premises, then Panasonic will subject to these conditions, deliver the Goods as directed provided that the Goods shall be delivered Ex-Warehouse. Panasonic will be entitled to charge the Buyer and the Buyer must pay upon demand any freight or delivery charges for these Goods.
- (d) Any time or date or month stated by Panasonic for anticipated or promised delivery of the Goods is a bona fide estimate only. If Panasonic is delayed by any circumstances or event beyond its control then it may suspend delivery or extend the delivery time in respect of the whole or part of the Goods and it shall not be liable to the Buyer for any consequential loss or damage arising from any such delay.
- (e) Any agreement or undertaking by Panasonic is contingent upon its ability to secure or supply the Goods.
- (f) Delivery may be made in one or more lots. Each lot shall form a separate contract on delivery and be accepted and paid for accordingly notwithstanding late delivery or non-delivery of any other lot. Upon failure by the Buyer to pay any amount when due Panasonic may at its option terminate the contract as to further delivery and no forbearance or course of dealing shall affect this right of Panasonic.
- (g) The Buyer accepts full risk of loss or damage to the Goods from the time they are delivered to the Buyer's premises or any other place specified by the Buyer.
- (h) Panasonic shall have the right to accept any order for the supply of Goods in whole or in part or to decline any order. Where delivery is made by Panasonic in respect of part only of any order then these terms and conditions shall apply to the Goods actually delivered.

4. Terms of Payment

- (a) Trading terms are net cash 30 days from date of invoice. Unless otherwise notified from time to time this condition will be satisfied if payment for the Goods is received no later than the last working day of the month following the month of invoice. Should payment not be received then any credit facilities may be withdrawn without notice.
- (b) A Settlement Allowance of 2.0% (including GST) may be available on a net weekly basis. Invoices dated between Monday and Saturday in any given week will qualify for the Settlement Allowance if paid in full by the Friday of the following week (or earlier if the Friday is a Public Holiday). The Settlement Allowance will be processed as an automatic credit to the Buyer's credit account with Panasonic for 2.0% (including GST) of the difference between the Trade Price less all rebates and allowances of the qualifying invoices paid and credits processed for the return of new goods, subject to paragraph 4 (c) below.
- (c) Settlement Allowance applies only to credit account customers. Settlement Allowance does not apply to the purchase of spare parts, to transactions requiring pre-payment, to transactions paid by Credit Card or to transactions financed through a third party.

5. Prices

- (a) Prices are subject to change without notice. All prices are based on the full quantities specified and do not necessarily operate pro rata for any greater or lesser quantities.
- (b) Goods and Services Tax (GST) will be charged at the appropriate rate ruling at the time of invoice.
- (c) Prices are inclusive of all imposts charges and duties currently applicable. In the event that Panasonic is required to pay any further amounts as a result of any increases thereof then the Buyer shall be required to pay Panasonic any such further amount as may be invoiced to the Buyer.

6. **Rebates and Trade Allowances**

Rebates and trade allowances granted by Panasonic in accordance with its current pricing policy from time to time may reduce the sale price of goods to the Buyer who shall comply with the applicable current conditions for payment and settlement. Where the Buyer is a member of any buying group, any such rebates and allowances granted to the group may be paid or credited by Panasonic to such group on the understanding that the group will be responsible for payment on to its members as they may be entitled.

7. **Stock Price Reduction**

In the event of a Panasonic Stock price Reduction, a Buyer with stock on hand to which the reduction applies, and which has been purchased within ninety (90) days prior to the price reduction date, is entitled to apply to Panasonic within thirty (30) days with appropriate substantiation, for appropriate credit or payment. Panasonic reserves the right to have access to the stock on hand of the Buyer in order to conduct such verification and stocktake as it may determine.

8. **Interest**

Panasonic shall be entitled to charge interest on overdue accounts calculated from the day following the date upon which payment should have been made at the per annum rate of 2% above the National Australia Bank Base Rate published from time to time.

9. **Warranty**

- (a) Subject to the conditions hereof the only warranties in respect of the Goods shall be those expressly stated by Panasonic.
- (b) The Buyer, its employees or agents shall not make any statement, representation, undertaking or warranty concerning the quality or description of the Goods other than those either contained in literature published by Panasonic or expressed or implied by law.
- (c) The acceptance of any of the Goods by the Buyer shall imply a condition that the Buyer indemnifies Panasonic and will keep it indemnified against loss, claim or damage suffered by reason or arising out of:
 - (i) any statement, representation, undertaking or warranty made by or on behalf of the Buyer, which is not expressly authorised by Panasonic.
 - (ii) any loss or damage caused to the goods after risk therein has passed to Buyer.

10. **Intellectual Property Rights**

Sale of the goods shall not confer upon the Buyer any rights or interest in any trademarks, patents, copyrights, industrial designs or other intellectual property rights of Panasonic, or any related entity, in respect thereof. The Buyer shall not dispute or conspire to dispute or question the title of Panasonic, or any related entity, in respect of such rights relating to Goods. The Buyer shall not use any trademark or trade name used or registered by Panasonic, or any related entity, except as authorised in writing by Panasonic.

11. **Default**

- (a) Upon the happening of any of the following events:
 - (i) the commission by the Buyer of any act of bankruptcy or the Buyer going into liquidation or a petition being presented for the sequestration of the Buyer's estate or for the winding up of the Buyer or
 - (ii) the Buyer assigning its property for the benefit of creditors or having a receiver or official manager appointed or
 - (iii) the Buyer failing to make any payment to Panasonic by the due date or
 - (iv) the Buyer being in breach of any of these terms and conditions.
 then in any such event Panasonic shall have the right to:
 - (i) decline to deliver the Goods or any balance of the Goods still due under this contract and/or
 - (ii) stop any goods in transit and/or
 - (iii) otherwise cease to perform any of its obligations to the Buyer and/or
 - (iv) terminate any Agreement without incurring any liability at law or in equity and without prejudice to its rights to recover amounts owing to it by the Buyer and/or damages and/or
 - (v) recover from the Buyer on demand the contract price of all Goods transported and for freight, insurance, handling, storage and other expenses incurred by Panasonic and/or
 - (vi) with or without taking possession, to sell the Goods by public auction or private sale in any manner, whether for cash or on terms, and generally as Panasonic shall consider appropriate, and to apply the proceeds after deduction of expenses and enforcement in or towards reduction of all moneys due and owing by the Buyer to Panasonic.
- (b) Should Panasonic by its servants or agents enter upon any premises where Goods are situated for the purpose of repossessing such Goods in accordance with its rights herein and any person bring an action for trespass or any other action against Panasonic based upon such entry or anything done during or in connection with such entry, the Buyer shall indemnify and keep indemnified Panasonic for all damages for which Panasonic may be responsible as a result of such action.

12. **Returns for Credit**

In respect of the return of goods for credit the current procedures as to return of goods will apply subject to the provisions of any consumer or trade practices law and provided the buyer has first obtained from Panasonic a Returned Goods Authority (RGA) number.

13. **COCOM**

The Buyer shall not export the goods outside Australia except in accordance with any applicable controls imposed by the Australian Government under the Customs Act as amended from time to time in relation to dual use technology pursuant to membership of the Co-ordinating Committee for Multi-lateral Export Controls. The Buyer shall procure all such licences, permits or authorisations as may be required and shall indemnify Panasonic against all claims, expenses, costs and other losses directly or indirectly arising from any breach of this condition.

14. **Waiver, Cancellation, Alteration or Assignment**

No purported waiver, alteration, cancellation or assignment of these conditions shall be binding on Panasonic unless assented to in writing by a duly authorised officer of Panasonic.

15. **Notices**

Any notice to the Buyer shall be sufficiently delivered if mailed in the ordinary course of post to the last known Buyer's address in the appropriate State or Territory of Australia. All notices to Panasonic shall be sufficiently delivered if so mailed to its principal office in the relevant State or Territory. Any such notice shall be deemed to have been delivered three (3) days after mailing.

16. **Governing Law**

This agreement shall be governed by the laws of Australia and the State of New South Wales.

SIGNATURE

SIGNATURE

DATE

DATE