INTERFLON

INTERFLON LUBRICANTS PTY LTD

Terms and Conditions of Purchase *(Australia)*

1. General

Any Contract between Interflon Lubricants Pty Ltd ("Interflon") and any of its customers ("the Purchaser") for the supply of goods and services shall incorporate these terms and conditions, which shall prevail over any other terms and conditions contained in the Purchaser's order or offer, or in any other oral or written communication, which shall not be incorporated into the contract unless otherwise specifically agreed in writing by Interflon.

2. Payment

Unless expressly provided otherwise in writing, payment terms are strictly net, and payment is due within 30 days of the invoice date. Each delivery shall operate as a separate contract. Should the Purchaser fail to pay the price of any delivery on the due date, Interflon shall be entitled to suspend further deliveries until payment is made, or to treat the contract as wrongfully repudiated by the Purchaser, without prejudice to Interflon's right to payment for goods already delivered and to damages for the Purchaser's breach of contract. Interflon shall be entitled to interest on any unpaid amount from the due date until payment, at a rate of 3% per annum above the Reserve Bank of Australia cash rate from time to time.

3. Delivery

(a) Interflon will use reasonable endeavours to deliver goods promptly but accepts no liability for delay in delivery arising from any cause, or for any loss or damage arising out of such delay.

(b) Delivery shall be deemed to occur when the goods are ready at the Purchaser's nominated point of delivery, which shall be Interflon's premises if the Purchaser or its contractors are to collect, or if no written nomination has been received by the time the goods are ready.

4. Claims

No claim for damage in transit, shortage, non-delivery or loss of goods may be made unless the Purchaser advises the carrier and Interflon in writing (other than by a qualified signature on the carrier's delivery note) within the following time limits:

(a) in the case of partial loss, damage or non-delivery of part of a consignment, within 3 days of delivery of the consignment or part-consignment to the Purchaser; and

(b) in the event of non-delivery of an entire consignment, within 7 days of the date of dispatch as advised by Interflon.

Nothing in this clause limits any right or remedy the Purchaser may have under the Australian Consumer Law which cannot lawfully be excluded, restricted or modified.

5. Title, Risk and Security Interest

(a) Upon delivery of the goods to the Purchaser (or to a carrier, whichever is earlier), risk in the goods passes to the Purchaser. Interflon shall, however, remain the legal and beneficial owner of the goods until the Purchaser has paid Interflon in full for those goods and for any other goods supplied under any other contract between Interflon and the Purchaser then outstanding.

(b) The Purchaser acknowledges that, until such payment is made in full, it holds the goods as bailee for Interflon and, if requested, shall store the goods separately from its own goods and those of any third party so that they remain readily identifiable as the property of Interflon.

(c) If goods the property of Interflon are mixed, processed with, or incorporated into goods the property of the Purchaser, the resulting product shall become, and be deemed to be, the sole property of Interflon. If Interflon's goods are mixed with goods belonging to a person other than the Purchaser, the resulting product shall be deemed to be owned by Interflon in common with that other person.

(d) If the Purchaser resells any goods before paying Interflon in full for them, the Purchaser shall, until full payment is made, hold the proceeds of that resale on trust for Interflon and shall pay those proceeds into a separate, identifiable account.

(e) Personal Property Securities Act 2009 (Cth) (“PPSA”):

This clause 5 is intended to, and does, create a “security interest” in the goods (and their proceeds) in favour of Interflon for the purposes of the PPSA. The Purchaser acknowledges that Interflon may register this security interest, and any other security interest arising under these terms, on the Personal Property Securities Register (“PPSR”), and agrees to promptly provide all information and sign all documents reasonably required by Interflon to enable such registration and to perfect Interflon’s security interest. To the extent permitted by law, the Purchaser waives its right to receive notice of, or a copy of, any verification statement confirming registration of a financing statement or a financing change statement relating to the security interest created under this clause, and, to the extent permitted by section 115 of the PPSA, the parties agree that sections 96, 121(4), 125, 129, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply.

6. Force Majeure

If performance of the contract is delayed by any circumstance beyond Interflon’s reasonable control, Interflon shall be entitled to suspend further performance until the cause of the delay has ceased and for a reasonable period thereafter.

7. Determination

If the Purchaser becomes insolvent, has a receiver, administrator or liquidator appointed, or (being a company) passes a resolution for winding up (except for the purpose of a solvent reconstruction or amalgamation), the contract shall immediately terminate. This is without prejudice to Interflon’s right to payment for goods already delivered and to damages for any loss suffered as a result of that termination, notwithstanding that the termination may have been implemented by Interflon.

8. Governing Law and Jurisdiction

These terms and conditions, and any contract to which they apply, are governed by the laws of New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia, and courts competent to hear appeals from those courts.

9. Australian Consumer Law

Nothing in these terms excludes, restricts or modifies any condition, warranty, guarantee or remedy conferred on the Purchaser by the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) or any other applicable law that cannot lawfully be excluded, restricted or modified. To the extent permitted by law, Interflon’s liability for a failure to comply with a consumer guarantee is limited, at Interflon’s option, to the replacement or repair of the goods, the supply of equivalent goods, or payment of the cost of doing so.

10. Severability

If any provision of these terms is held to be void, illegal or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect.
