



CONDITIONS OF SALE

Any materials, goods, equipment, labour, professional services, rent or hire provided will be on a cash basis except where credit is approved.

Direct deposit into Mark Millman Marine nominated bank account is the only other method of payment that will be accepted.

Cleared funds must have been received at our bank for invoiced amounts prior to any Mark Millman Marine employees working on your site.

Further;

1. No claims or credits will be recognised unless received within 24 hours of date of delivery. Returns will only be accepted subject to approval by a duly authorised officer of Mark Millman Marine.
2. Mark Millman Marine accepts no responsibility for any loss suffered by the customer including loss of profits or business as a result of it being unable to supply, or refusing to supply, any goods the subject of an order accepted by Mark Millman Marine.
3. Mark Millman Marine reserves the right to vary price increases without prior notice.
4. A credit application must be completed and approved in writing by Mark Millman Marine before goods will be supplied on credit.
5. Trading on a credit account will be immediately suspended if the invoices issued are not paid within 7 days of "Invoice Payment Due Date".
6. (Title of the Goods) - It is agreed that:
 - a. The goods shall remain the property of Mark Millman Marine as legal and equitable owner and the customer shall hold same as the bailee of such time as the customer shall have paid to Mark Millman Marine all amounts of money owing.
 - b. At any time before payment in full is received, Mark Millman Marine may retake possession of the goods and for that purpose the customer hereby irrevocably grants Mark Millman Marine leave and licence by its officers and agents (without the necessity of giving any notice) to enter into and upon any building occupied by the customer where the goods may be or may be supposed to be, carry out a stocktake and remove and take possession of the goods without being liable to the customer or anyone claiming under the customer for so doing;
 - c. Such sale shall be by customer as agent for Mark Millman Marine but the customer shall not represent to third parties that it represents Mark Millman Marine and Mark Millman Marine shall accept no liability under contracts with third parties to which the buyer is a party;
 - d. The goods are at the customer's risk from the date of delivery, such passing of which shall not derogate from the reservation of title expression in sub-paragraphs (a), (b) and (c) of this clause;
 - e. On retaking possession of the goods Mark Millman Marine may elect to refund to the customer any part payment that may have been made and to credit the customer's account with the value of the goods less any charge for recovery of the goods;
 - f. The customer agrees to insure all such goods until Mark Millman Marine has been paid in full.
7. Mark Millman Marine and the customer hereby agree that the agreement will be governed by the laws of Western Australia.
8.
 - (i) The customer agrees to pay Mark Millman Marine the invoiced value of goods in within 7 days of "Invoice Payment Due Date".
 - (ii) The customer agrees to promptly reimburse Mark Millman Marine for all the costs associated with the collection of all amounts due and owing to Mark Millman Marine beyond 7 days of "Invoice Payment Due Date".
 - (iii) The customer agrees to pay Mark Millman Marine an administration fee of 10% per annum of the gross value of all invoices which remain unpaid 7 days beyond the "Invoice Payment Due Date".
 - (iv) It is specifically agreed by both parties that should Mark Millman Marine have any reason to initiate recovery action against the customer for unpaid accounts and/or overdue accounts or the return of goods pursuant to a Romalpa Clause (Retention of Title), then any monies spent by Mark Millman Marine, including but not limited to Mercantile Agent's fees, commissions and legal costs on an indemnity basis (this means although not all legal costs are generally recoverable from the customer, costs on an indemnity basis are) become part of the principal debt and as such will be paid by the customer together with the amount claimed.
9. If we enter your premises to make deliveries, you release us from claims for damage to the premises or personal injury. You also indemnify us if we suffer loss relating to damage to third parties premises or personal injury in making deliveries to you.
10. You agree that you do not rely on our skill or judgment as to the suitability of any goods for a particular purpose unless we acknowledge in writing that the goods will be fit for a particular purpose.
11. Notwithstanding any other provision of these Conditions, Mark Millman Marine is not liable to the customer for any indirect, special or consequential loss or damage suffered or incurred by the customer arising out of a breach by Mark Millman Marine of any contract made pursuant to these Conditions or a negligent act or omission of Mark Millman Marine or a breach of a statutory duty or obligation by Mark Millman Marine. The phrase "indirect, special or consequential loss or damage" is deemed to include the following: economic loss, loss of opportunity, loss of profit or revenue, loss or damage in connection with claims against the customer by third parties, liquidated sums or liquidated damages.

The parties agree that this clause has been brought to the attention of the customer.