



APEX STONE

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CONDITIONS OF SALE - WHOLESALE SLABS

1. 50% deposit is required to reserve material.
2. Balance 50% to be made within 30 days.
3. Full payment is required prior to collection of material. (Funds to be cleared prior to goods being released).
4. Collection of material is to be made within thirty (30) days of payment. Storage charges shall apply @ \$50 per week per slab.
5. Client's responsibility to check material prior to collection.
6. No returns or exchange.
7. Material is ex-factory at 71 Dohertys Road, Laverton North.
8. Retention of Ownership:

a. The full legal and beneficial title to any goods delivered by Apex Stone to the customer shall be retained by and remain in Apex Stone absolutely until payments in full for the price of goods pursuant to these terms and conditions and for any other goods supplied and delivered by Apex Stone to the customer in respect of which money is owing.

b. i) The customer agrees with Apex Stone to keep the goods as bailee for and on behalf of Apex Stone as bailor and shall ensure that the goods continue to be identified as the property of Apex Stone.

ii) Apex Stone may at any time after the period of payment specified in the terms and conditions (and without prejudice to its right to recover unpaid moneys in respect of the goods sold and in respect of the goods sold and in respect of any loss and damage suffered by it) and without the need to give notice to the customer or to obtain consent of the customer take possession of all goods which remain the property of Apex Stone.

The customer hereby irrevocably grants to Apex Stone and its servants and agents the right to entry to any premises where Apex Stone good may be situated and shall procure the consent to such entry of all persons having interest in the premises for the purposes of Apex Stone so taking possession of the goods.

c. Notwithstanding the provisions of clause d.i and d.ii the customer may sell the goods to a third party in the course of its business and deliver the goods to that party subject to:

i) Where the customer is not paid by the party, the customer holds the whole of the proceeds of sale on trust for Apex Stone separately from the customer's own funds: and

ii) Where the customer is not paid by the party, the customer agrees, at the option of Apex Stone, to assign his claim against that party to Apex Stone upon Apex Stone giving the customer notice in writing to that effect.

d. If the goods or any part of them are converted into a new object prior to payment by the customer to Apex Stone or are mixed with or become part of other goods, ("New Product") then until payment of all moneys to Apex Stone:

i) Apex Stone has title to the New Product.

ii) The customer holds the New Product as bailee for and on behalf of Apex Stone.

e. Provisions of this clause shall apply notwithstanding an agreement for the provision of credit by Apex Stone to the customer.