

Terms of Supply.

The following are the terms on which Maximum Sport Pty/Ltd. will supply, and customer must acquire, products including components (Products) and related services including maintenance and support (Services).

1. Ordering

1.1 Customer may order the Products and Services from Maximum Sport from time to time by completing, executing and sending to Maximum Sport a purchase order (Order). In placing an Order, Customer agrees to be bound by these Terms of Supply and agrees that if there is any inconsistency between the Terms of Supply and an Order, the Terms of Supply will govern to the extent of any inconsistency.

1.2 The supply of Products by Maximum Sport to Customer is subject to the continued existence of distributorship agreements with its Suppliers and on its Suppliers' ability to supply sufficient quantities and types of Products to Maximum Sport.

2. Payment

2.1 The purchase price of Products is as set out in Maximum Sport's most recent pricelist at the time Customer orders Product from Maximum Sport. Freight handling and insurance costs are in addition to the purchase price and will be shown separately on Maximum Sport invoices.

2.2 Maximum Sport may alter any price of Products without prior notice to Customer.

2.3 Maximum Sport will invoice Customer for amounts due at the time specified in the Order, specifying how those amounts are calculated.

2.4 Customer must pay each Maximum Sport invoice within the period specified in the Maximum Sport terms with Customer.

2.5 Maximum Sport may change Customer interest on any overdue amount, calculated daily from the due date of payment, at the interest charged by the Commonwealth Bank of Australia to its prime commercial customer on the due date.

2.6 Customer must reimburse Maximum Sport for any expenses and charges incurred by Maximum Sport in attempting to recover from Customer any overdue amounts, including without limitation, debt collection and legal fees.

3. Cancellation charges

If Maximum Sport becomes liable to pay a Supplier's cancellation or rescheduling fee due to Customer cancelling an Order, then Maximum Sport may recover those fees from the Customer.

4. Stock Returns for Credit

4.1 Products can only be returned to Maximum Sport for credit within 7 days from invoice date even if Maximum Sport is at fault.

4.2 Returned products can only be credited at the value equivalent to the current market value of the products.

4.3 Damaged goods are not eligible for return. Product to be returned must have an RMA number clearly visible on the outside of the package. The product must be unopened and in a re-sellable condition accepted by Maximum Sport. Any goods that have used or defaced by the reseller or their courier, will not be eligible for return.

4.4 Any goods purchased under special bid pricing, LBO pricing, demonstration pricing or stocktag and clearance list items are not eligible for return.

4.5 Approved RMA's must be returned to Maximum Sport within 3 days of the RA number being issued or the goods will be declined and returned to the customer.

4.6 All returns outside the above conditions may be subject to a minimum 10% restocking fee.

4.7 All product purchased from Maximum Sport are covered by the applicable Supplier's warranty. Customer must refer to the warranty details and specified repair period stated on the Product or in associated documentation. Maximum Sport does not provide any warranties in addition to the Supplier's warranties for that Product.

5. Exclusion of Liability

5.1 In addition to any applicable legislation, these Terms of Supply state:

- (a) the entire liability of each party to the other; and
- (b) the extent of each party's liability for any Claim.

5.2 Maximum Sport does not exclude or limit the application of any provision of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of this agreement to be void

(*Non-excludable Condition*)

5.3 Maximum Sport total liability to Customer:

(a) for a breach of an express term of these Terms of Supply is limited to refunding the amount paid by Customer for the Products or Service in respect of which the breach occurred; and

(b) for a breach of any Non-excludable Condition (other than one implied by s69 of the Trade Practices Act 1974) is limited, at Maximum Sport's option, to any one of supplying, repairing or replacing, or paying the cost of supplying, repairing or replacing the Products or supplying again, or paying the cost of supplying again the Service in respect of which the breach occurred.

5.4 Maximum Sport excludes:

(a) all conditions, warranties and terms implied by statute, general law or custom, except any Non-excludable Condition;

(b) all liability to Customer in contact for consequential or indirect damages arising out of or in relation to Product or Service or these Terms of Supply even if:

(i) Maximum Sport knew they were possible; or

(ii) they were otherwise foreseeable, including without limitation, lost profits and damages suffered as a result of claims by any third person, such as a customer of Customer; and

(c) all liability to Customer in tort (including without limitation, negligence) and bailment for acts or omissions of Maximum Sport, its employees, agents and subcontractors arising out of or in relation to Products, Service or any delay or other failure in supplying any Product or Service or these Terms of Supply.

6. Risk and Title

Risk in the Products passes to Customer when the Products are delivered to Customer's premises and title to the Products passes to Customer on payment by Customer of the purchase price for those Products and all delivery and insurance costs in relation to the Product.

7. Indemnity

7.1 Customer indemnifies Maximum Sport, its employees, agents and subcontractors against all losses, damages, expenses and costs (on a full indemnity basis and whether incurred by or awarded against any of them) that any of them may sustain or incur as a result, whether directly or indirectly, of any Claim.

7.2 For the purpose of these Terms of Supply "Claim" means any claim by any third person for loss or damage to any property, injury to or death of any person or economic loss arising out of or relating to any or all of the Products or Services, any delay or failure in supplying the Products or Service and these Terms of Supply.

8. General

8.1 Customer must not use Maximum Sport or Supplier trade marks, names or other intellectual property rights without the prior written approval of Maximum Sport or the relevant Supplier.

8.2 Both parties acknowledge that Maximum Sport will supply Products and Services as an independent contractor.

8.3 These Terms of Supply contain the entire agreement between Maximum Sport and Customer in relation to its subject matter and supersede all prior negotiations, agreements, understandings and commitments between Maximum Sport and Customer in relation to that subject matter.

8.4 These Terms of Supply are governed by the law applicable in the state of purchase by Customer of Product or Service are both parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state.

8.5 If a dispute arises concerning these Terms and Supply, then the dispute must first be referred for mediation in accordance with the Australian Commercial Disputes Centre Mediation Guidelines.

8.6 Maximum Sport may subcontract to any person the performance of any of its obligations under these Terms of Supply.

AUTHORISATION

I hereby understand and accept the terms and conditions as set out in the Maximum Sport Terms of Supply Agreement. I understand that should the application be approved, failure to comply with the negotiated terms and conditions in this document could lead to suspension or closure of the account.

Full Name _____ Company _____

Position _____ Signature _____ Date _____

Upon completion please either leave this document with your Maximum Sport sales representative or mark your envelope with 'New Accounts' and mail to:

Maximum Sport
11a The Crossway
Campbellfield
Victoria 3061

OR

Simply return via fax to (03) 9357 - 5356