

TERMS AND CONDITIONS OF TRADING AGREEMENT

THESE CONDITIONS OF SALE APPLY TO ALL OUR SALE OF GOODS CONTRACTS. ANY ORDER PLACED WITH US CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS. ANY ADDITIONAL OR DIFFERENT TERMS YOU STIPULATE OR STATE IN ANY COMMUNICATION WITH US (INCLUDING AN ORDER) ARE HEREBY OBJECTED TO AND WILL NOT BIND US UNLESS WE AGREE IN WRITING. NO SALESMAN, REPRESENTATIVE OR AGENT IS AUTHORISED BY US TO GIVE ANY GUARANTEE, WARRANTY OR REPRESENTATION IN ADDITION TO, OR CONTRARY TO THESE CONDITIONS. IN ANY EVENT, RECEIPT OF GOODS BY YOU (OR ANOTHER AS YOU DIRECT) UPON DELIVERY CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS.

1. PRICE AND PRICE VARIATION

- 1.1 The prices quoted in our price lists and advertising literature are for guidance only. Unless otherwise agreed in writing, the contract price of the Goods will be as stated in our price list(s) current on the day of delivery of the Goods. Prices do not include any delivery or administrative surcharges.
- 1.2 OfficeMax Australia Ltd shall be entitled to adjust any price quoted from time to time and the Customer agrees to pay any such adjusted price to take account or variations in the cost to OfficeMax Australia Ltd of carrying out the whole or any part of the contract arising from any of the following:
 - a) delays in delivery or installation of the Goods or any of them as a result of instructions or lack of instructions from the Customer, the Customer's failure or inability to fulfil the obligations under the Contract or any action or inaction by the Customer or other circumstances beyond OfficeMax Australia Ltd control;
 - b) variation in the cost of OfficeMax Australia Ltd acquiring the Goods, directly or indirectly, on account of changes in rates of freight and transport costs, insurance, customs, duties taxes, existing tariff classifications or any variation in currency exchange rates;
 - c) variations in the costs of rates of all statutory, government or local government or governmental authority charges and obligations; or
 - d) any correction of errors or omissions on the part of OfficeMax Australia Ltd or any of its representatives.
- 1.3 OfficeMax Australia Ltd has the right to impose administrative fees for orders under certain dollar values.

2. GOODS AND SERVICES TAX

- 2.1 All goods are sold subject to goods & services tax (GST) unless the goods are classified as GST exempt.

3. PAYMENT

- 3.1 The Purchase Price shall be paid to OfficeMax Australia Ltd at its address and at the time or times stipulated.
- 3.2 We reserve the right to suspend the delivery of further goods if the terms of payment are not strictly adhered to by you.
- 3.3 Any expenses, costs or disbursements incurred by us in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by the Customer. Providing that those fees do not exceed the scale charges by that debt collection agency/solicitor.

4. DELIVERY

- 4.1 We shall deliver the Goods to the address stated in the Order or as agreed by us in writing. Where you require delivery to a destination in a state capital city or other metropolitan area, orders will be delivered F.I.S. for stationery sales only. OfficeMax Australia Ltd reserves the right to charge for delivery of the goods at any time, notwithstanding that it may not have previously done so.
- 4.2 We shall deliver the Goods by such carrier and such form of transport we consider to be appropriate. Where you specify the carrier and the means of carriage, we shall deliver the Goods in the way specified, the cost of such carriage, being an additional charge to the invoiced price of the Goods.
- 4.3 We will not be responsible for any part delivery or delay in delivery of the Goods as a result of events occurring beyond our control. We shall not be in any way responsible for any consequences (direct or indirect) arising from such delay or non-delivery.
- 4.4 We shall be entitled to charge for and recover from you on all demand costs or loss occasioned by:
 - a) failure by you to collect or take delivery of the Goods (as the case maybe) as and when agreed to;
 - b) delay or interruption in the installation of goods caused or contributed to by any act or omission on your behalf. Any such costs or loss shall include (but not be limited to) the cost of storage, labour, transportation and administration costs at our prevailing commercial rates.

5. RETURN OF GOODS

- 5.1 We will not accept the return of goods for credit or any other purpose unless we agree by means of a OfficeMax Australia Ltd Credit Request Authority form to accept the return of the goods. Return of Goods will only be accepted for credit within 14 days of delivery, unless due to our error. Return freight will be at our cost only when error on our part.
- 5.2 No returned Goods shall be accepted by us (even if we agree to do so) if they have been tampered with by you or any other person and are not as new, if they are Goods expressly sold on a non-return basis, or if they are not accompanied by the credit Request form referred to in Condition 5.1 Where goods are returned to us above, they shall be returned to you at your expense.

- 5.3 Receipts by us of or by any of our agents or representatives or any Goods returned other than in accordance with Conditions 5.1 and 5.2 shall not constitute nor be deemed to constitute our acceptance of the return of the Goods for credit or any other purpose.

6. TITLE AND RISK

- 6.1 Risk in the goods shall pass to you at the time when our obligations under the contract are deemed under Condition 4 to be completed.
- 6.2 Irrespective of the time when risk in the goods shall pass, passing of property and title in the Goods shall be determined as follows:
 - a) The customer hereby acknowledges that the property and title in the Goods shall remain with OfficeMax Australia Ltd until the customer has made payment in full of the Purchase Price and any other monies owing hereunder.
 - b) Pending payment in full of the Purchase Price and any other monies owing hereunder:
 - i) in the case of the Goods being of the kind classified by us as 'office machinery', 'office furniture' or computer hardware, the relationship between OfficeMax Australia Ltd and the Customer shall be fiduciary, and the Customer shall hold the Goods as bailee for and on behalf of OfficeMax Australia Ltd.
 - ii) the customer shall in all cases retain the Goods upon its premise (within the State of Australia that supply is made) in a manner such that they are readily identifiable as our property, and
 - iii) the Customer shall not in any way deal with, part with possession or dispose or attempt to deal with, part with possession or dispose of the Goods.
 - c) In the event that the Customer defaults in payment of the purchase Price or any other monies owing hereunder or upon the occurrence of any of the events specified in Condition 7, OfficeMax Australia Ltd and its employees or agents shall have the right to enter upon the Customer's premises or any other premises where the Goods are known to be stored to repossess the goods, and for this purpose the Customer shall grant all reasonable access rights and OfficeMax Australia Ltd shall be entitled to do all things required to secure possession. Upon repossession of any of the goods OfficeMax Australia Ltd shall thereafter be entitled, in its discretion, to resell the Goods to any third party in which case the Customer shall not have any action whatsoever against OfficeMax Australia Ltd for the breach of contract or otherwise.
 - d) If the Customer sells or otherwise disposes of the Goods to a third party prior to making payment of the Purchase Price or any other monies owing hereunder, OfficeMax Australia Ltd shall be entitled to so much of the proceeds of such sale equivalent to the amount of monies owing to OfficeMax Australia Ltd by the Customer.
- 6.3 In addition to pay other monies payable by the customer to OfficeMax Australia Ltd under this agreement, we shall be entitled to charge for and recover from the Customer on demand all costs, loss or damage incurred by us in exercising any of its rights under Condition 6.2 above, including, but not limited to, the cost of storage, transportation and administration costs at our prevailing commercial rates.

7. CUSTOMER'S LIABILITY AND DEFAULT

- If the Customer shall:
- 7.1 fail to make any payment due under the contract or commit any other breach of any of the Customer's obligations under the contract; or
 - 7.2 suffer execution under any judgement; or
 - 7.3 commit an act of bankruptcy; or
 - 7.4 make any composition or arrangement with any creditor; or
 - 7.5 being a company, pass a resolution for winding up or have a receiver appointed over any of its property or have a winding up petition presented against it. OfficeMax Australia Ltd (in addition to any other remedies hereby or statute conferred) may treat the contract as terminated and any part of the Purchase Price then unpaid, together with any other monies owing here under, whether or not due under the terms of the contract shall forthwith become due and payable. Any such termination shall be without prejudice to any claim or right we may otherwise possess.

8. GOVERNING LAW

The contract shall be governed by the law of the State of Victoria and the Commonwealth of Australia.

- 9. OfficeMax Australia Ltd reserves the right to change these Terms and Conditions at any time.

SALES DEPARTMENT:	CREDIT CONTROL:	STATE MANAGER:
Customer Sales Potential: \$ p/a or p/mth	ACCEPTED/DECLINED	ACCEPTED/DECLINED
Price List Discount %	SIGNATURE
Pricing Type Ship Via Code	DATE
Rep's Code Rep's Name.....		