

These are the terms and conditions on which Starleaton Holdings Pty Ltd (ABN 87 003 316 247) (**Starleaton**) agrees to supply goods to you (**Customer**) (**Terms and Conditions**).

1 Application of these Terms and Conditions

- (a) These Terms and Conditions apply if Starleaton accepts an order from the Customer (whether for cash, or on credit). An accepted order is non-cancellable, subject to clause 14.
- (b) These Terms and Conditions prevail over any purchase order or any other document provided by the Customer.

2 Orders

Starleaton is not obliged to accept any order from the Customer. No tender or quotation by Starleaton obliges Starleaton to accept any order from the Customer. If the Customer places an order with Starleaton, then these Terms and Conditions apply to the Customer's order if such order is accepted by Starleaton.

3 Payment and Credit Card Surcharge

3.1 Time for payment

- (a) When the Customer does not have a credit account, payment for the goods is to be made in cleared funds prior to delivery. When the Customer has a credit account with Starleaton, the Customer agrees to pay for products delivered to the Customer within agreed terms from the end of month of purchase for consumable products and payment in full prior to delivery with respect to orders for Capital Equipment.
- (b) For the purposes of this clause, **Capital Equipment** is defined as any hardware, software, spare parts or other non-consumable items.
- (c) The Customer will be responsible for payment for all goods supplied or for any order placed by any person in their employ or any agent acting on their behalf.

3.2 Default

- (a) The Customer agrees that if it does not pay any amount to Starleaton by or on the due date for payment, then Starleaton may charge interest at the rate of the Australian Tax Office General Interest Charge plus 2% per annum on all overdue monies calculated on a daily basis. Should there be any invoices under dispute, then all remaining outstanding balances are to be paid within 30 days from the end of the month of purchase. Minor defects in products are not grounds for delaying payment in full of the associated invoice.
- (b) The Customer agrees to reimburse Starleaton for all expenses, cost and disbursements incurred in recovering any overdue monies, including but not limited to debt collection agency and solicitor's fees.
- (c) The Customer agrees that Starleaton, without notice to the Customer, has the right to withhold the supply of products, at any time while there are outstanding monies payable by the Customer to Starleaton.

3.3 Credit card surcharges apply

For account payments made greater than 14 days after agreed credit terms with the exception of invoices for anything other than Capital Equipment purchases, credit card surcharges may apply of: American Express 3% and Visa/Mastercard 1.5%. For Capital Equipment invoices, credit card surcharges apply regardless of the payment date.

3.4 Withdrawal of future credit

The Customer has no entitlement to credit unless Starleaton, at its sole discretion, extends credit to the Customer. If, in a particular case, Starleaton approves the Customer's credit application, Starleaton still reserves the right at any time and for any reason in its sole discretion to refuse to supply any products to the Customer and to refuse to supply any products to the Customer on credit terms. If Starleaton declines to give the Customer further credit, then that decision does not affect the credit terms which apply to any amounts the Customer owes to Starleaton. Except as otherwise agreed, Starleaton's credit terms are as specified in clause 3.1 above. Starleaton reserves the right to request that Customers provide guarantees for payment to Starleaton, including in the form of directors' personal guarantees.

4 Price

All pricing is quoted ex GST. Starleaton has the right to amend prices from time to time. Starleaton reserves the right to impose a minimum order value which can be placed on any credit account. Starleaton also reserves the right to impose a surcharge for any goods that are sold as a non-standard pack size.

5 Taxes

- (a) All prices are subject to any federal, state or other taxes in force at the time of purchase.
- (b) If Starleaton is liable for GST on or in connection with its supply of products to the Customer, the Customer must pay an additional amount to Starleaton on account of that GST, subject to the issue of a valid tax invoice (as that term is defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*).

6 Retention of title

6.1 Ownership of goods remains with the Starleaton

- (a) Ownership of, or title in, the goods will not pass to the Customer until the Customer has fully paid to Starleaton the invoiced price for all goods in the Customer's possession at time of payment.
- (b) The Customer agrees that at any time Starleaton has the right to reclaim possession of the goods in the event that full payment is not received in accordance with these Terms and Conditions.

6.2 Continuing security

The Customer agrees with Starleaton that it will treat the security interest in the goods as a continuing and subsisting security with priority over a registered general security and any unsecured creditors.

6.3 Definitions

For the purposes of this clause 6:

- (a) PPSA means the *Personal Property Securities Act 2009 (Cth)* as amended from time to time; and
- (b) a term used in this clause 6 that is defined in the PPSA has the same meaning as in that Act.

6.4 Consideration

In consideration of Starleaton supplying the goods to the Customer, the Customer by signing or otherwise providing consent that it agrees with these Terms and Conditions (including by way of placing orders for goods with Starleaton) hereby agrees:

- (a) to grant hereby to Starleaton at Starleaton's discretion a security interest or purchase money security interest (**PMSI**) in the goods;
- (b) that any goods or proceeds of sale in the goods coming into existence after the date of any supply of goods by Starleaton will come into existence subject to:
 - (i) the security interest or PMSI granted in these Terms and Conditions; and
 - (ii) these Terms and Conditions,without the need for any further action or agreement by any party;
- (c) that the Customer has received valuable consideration from Starleaton and that is sufficient; and
- (d) that the security interest or PMSI has attached or will attach to all goods supplied now or in the future to the Customer when the Customer takes possession of the goods and that the attachment of the security interest or PMSI has not in any way been deferred or postponed in any way.

6.5 Customer to take all steps

Starleaton may by notice to the Customer at any time require the Customer to take all steps that Starleaton considers necessary or desirable to:

- (a) ensure that these Terms and Conditions or any security interest or PMSI arising under them, are enforceable against the Customer or any third party; and
- (b) protect, perfect, record, or better secure the position of Starleaton under these Terms and Conditions as a first ranking security.

6.6 Registration and notices

- (a) The Customer:
 - (i) waives the right to receive a copy of any notice, verification statement confirming registration of a financing statement or a financing change statement relating to the security interest or PMSI under these Terms and Conditions, unless the notice or statement is required by law and cannot be excluded; and
 - (ii) agrees to comply with any notice from Starleaton under this clause at its cost and expense.
- (b) The Customer agrees:
 - (i) not to allow any person to register a financing statement over any of the goods supplied by or to the Customer without prior written consent of Starleaton; and

- (ii) that it must immediately notify Starleaton if it becomes aware of any person taking steps to register a financing statement in relation to the goods.
- (c) The Customer agrees to perfect and maintain any security interest or PMSI that it or Starleaton may have in the goods under the PPSA.

6.7 No accessions or commingling of goods

The Customer must not allow the goods to become accessions or commingled with other goods unless Starleaton has first perfected any security interest or PMSI that the Customer or Starleaton has in relation to the goods.

6.8 Perfection

If Starleaton perfects any security interest or PMSI that Starleaton has in relation to the goods, the Customer must not do anything that could materially adversely affect:

- (a) Starleaton's business; or
- (b) in the opinion of Starleaton, its security position under these Terms and Conditions.

6.9 Right of entry

The Customer irrevocably grants to Starleaton the right to enter on the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if Starleaton has cause to exercise any of Starleaton rights under section 110 of the PPSA, and the Customer indemnifies Starleaton from any claims made by any third party as a result of the exercise.

6.10 Contracting out of enforcement provisions

If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising out of these Terms and Conditions, Starleaton and the Customer agree that in accordance with section 115 of the PPSA, the following sections do not apply to the enforcement of that security interest - sections 95, 121(4) and 130.

6.11 Payments made in respect of the goods

Despite any statement to the contrary by the Customer, every payment to Starleaton in respect of the goods must be taken as a payment:

- (a) first, of the amounts held by the Customer in trust or subject to a security interest, to the extent that the security interest is not a PMSI;
- (b) secondly, of amounts subject to a security interest, to the extent that it is a PMSI;
- (c) thirdly, for any goods that the Customer has sold but for which it has not received the proceeds; and
- (d) fourthly, for whatever goods the Customer has not sold as Starleaton elects.

6.12 Confidentiality

Starleaton and the Customer may not disclose any information of a kind referred to section 275(1) of the PPSA that is not in the public domain.

6.13 If the Customer is insolvent

If the Customer becomes insolvent, without prejudice to any other rights of Starleaton:

- (a) the Customer's right to sell the goods in the ordinary course of business in accordance with the PPSA and any other rights of the Customer in respect of the goods immediately cease; and
- (b) the Customer must immediately return to Starleaton the goods in which title has not passed as provided for under clause 6.

7 Delivery and risk

7.1 Delivery

Starleaton endeavours to ship all goods promptly on receipt of an order, but may make partial deliveries of any order received. Any delivery dates quoted are estimates and Starleaton is not liable for any costs, losses or damage arising whether directly or indirectly from non or late delivery of any goods ordered.

7.2 Risk

The risk for the goods passes to the Customer on delivery to their premises or on collection from a Starleaton premises.

7.3 Shortages and pre-delivery damage

Starleaton will not recognise any claim for a shortage in a delivery or for any product being delivered in a damaged state, if the claim is not made within 7 days of delivery. When the Customer signs any delivery docket, consignment note, driver's manifest or similar document on receipt of a delivery, that is prima facie evidence that the Customer received the delivery without any shortage or damage that would have been visible on taking delivery without unpacking the products.

7.4 Unexpected delay

This clause 7.4 applies if something happens which is beyond Starleaton's reasonable control that makes it impossible, more difficult or more expensive for Starleaton to perform its obligations in its usual way. In those cases, Starleaton may wait until it is again possible for Starleaton to perform its obligations in its usual way without additional difficulty or expense, and Starleaton is not liable for any delay which results from such circumstances. Without limiting the foregoing general words, this clause 7 applies where Starleaton has problems performing its obligations due to accident, strike, cyberattack, transport difficulty, stock storages, epidemic, pandemic, or other circumstances beyond Starleaton's reasonable control.

8 Exchange or return of products

- (a) Return of products will not be accepted unless Starleaton has issued a Return Materials Authorisation (RMA). Any claims by the Customer against Starleaton arising from product sold must be commenced within 14 days of delivery of such goods or such longer period allowed by law that cannot be lawfully excluded. A 20% re-stocking fee applies on goods returned that have been incorrectly ordered. The liability of Starleaton arising from a breach of any condition or warranty in relation to the products sold to the Customer is limited at the option of Starleaton to replacement of products or replacement with equivalent products or payment of the cost of replacing the products or of acquiring equivalent products. An RMA will only be approved for goods with a minimum 3 months remaining shelf life as stipulated by the manufacturers product details.
- (b) A credit note will be issued for returned goods as per 8(a). Credit notes will expire after 6 months from issue, unless agreed with Starleaton.

- (c) The Customer agrees that apart from any rights and remedies implied by the *Competition and Consumer Act 2010* and any other law that cannot be lawfully excluded, all conditions and warranties, provided by statute or otherwise are excluded concerning the products.

9 Limitation of liability

- (a) Unless otherwise provided in these Terms and Conditions, Starleaton is not liable for, and the Customer does not rely on being able to claim against Starleaton for, any loss or damage or Consequential Loss (whether in contract or for negligence or any other tort or for breach of statutory, fiduciary or other duty or on any other legal or equitable basis) in relation to the supply or non-supply of products to the Customer or any order to supply products or in relation to any representation or conduct before, under or in respect of, any order and whether or not the possibility or potential extent of the Consequential Loss was known or foreseeable and whether or not the act or conduct was authorised or required. Otherwise, Starleaton's aggregate liability to the Customer in respect of any losses that are not excluded in this clause 9 is limited to the price paid by the Customer to Starleaton in respect of the products giving rise to such liability.
- (b) For the purposes of this clause 9, **Consequential Loss** includes, but is not limited to, any loss of use, lost production, lost income or profits, loss of opportunity, lost savings, increased or wasted expenses, delay or lost time, loss or damage to goodwill, increased operating costs, wasted or increased financing costs, any other economic loss or damage, and any special, indirect or consequential loss or damage.

10 Change in ownership

The Customer agrees to notify Starleaton in writing of any changes of ownership or directorships of the Customer within 7 days from the date of such change and indemnifies Starleaton against any loss or damage incurred by it as a result of the Customer's failure to notify Starleaton of any change. Notification of a change does not affect any liability of the Customer or Director to Starleaton.

11 Use of this service

The Customer agrees to keep account and password information confidential and agrees to accept responsibility for all activities that occur under the Customer's account or password. The Customer agrees to send all requests for cancellation of login details, for any reason, to enquiries@starleaton.com.au.

12 Product description

Starleaton takes all care to ensure the listed product descriptions are as accurate as possible but in the event of an inaccurate or incomplete description, Starleaton takes no responsibility for any losses or damages arising from such errors. The Customer may however return the product for a full refund in accordance with clause 8.

13 Stock level

Starleaton takes all care to ensure that adequate stock levels are maintained to fulfil the requirements of its Customers. If however the goods ordered are not available at time of order, the Delivery and Risk policy set out in clause 7 applies.

14 Cancellation of accounts / order

Starleaton reserves the right to refuse service, terminate accounts or cancel orders on reasonable notice to Customers.

15 Governing law

The Customer agrees that any and all use of this service is governed by these Terms and Conditions and the laws of Australia and the state of New South Wales and agrees to submit to the non-exclusive jurisdiction of the courts of New South Wales and appellate courts from those courts.

16 Copyright and trademark

The information on this site is protected by the copyright and trademark laws of Australia and other countries through international law and treaties. No copyrighted or trademarked material on the Starleaton website may be used or reproduced without prior written consent of Starleaton or any third party copyright or trademark owners.

17 Revision to the Terms and Condition

Starleaton reserves the right to revise or amend these Terms and Conditions and will post any such revisions or amendments to the Starleaton website.

18 Images

Starleaton aims to represent the products as best it can through images, although in some cases the image provided may be an indication of the product only and not a true representation.

19 Privacy Policy

See separate [Privacy Policy](#).

20 Ownership and operation of the Starleaton website

The Starleaton website is owned and operated by Starleaton. See [Contact Details](#) for further company information.