



20 Risley Street Richmond 3121

1. Title to the goods sold by Tie Works Pty Ltd to the Customer ("the goods sold") shall not pass to the Customer until Tie Works Pty Ltd received payment in full by the Customer of the price of the goods sold ("the invoice price") and all other moneys owing on any account whatsoever by the Customer to Tie Works Pty Ltd when payment of that price is received by Tie Works Pty Ltd from the Customer and until then the Customer shall:
 - (i) store the goods sold separately from other goods and mark them as the property of Tie Works Pty Ltd;
 - (ii) keep separate records in relation to the proceeds from the resale of the goods sold or products manufactured using the goods sold;
 - (iii) hold such part of the proceeds of the resale of the goods sold or products manufactured using the goods sold as represents the invoice price in a separate identifiable account as the beneficial property of Tie Works Pty Ltd and pay such amount to Tie Works Pty Ltd upon request.
2. Until title to the goods passes to the Customer, Tie Works Pty Ltd is irrevocably authorised by the Customer to enter the Customer's premises (or the premises of any associated company or agent where the goods are located) and to use reasonable force to inspect and take inventory of the goods sold and, at the option of Tie Works Pty Ltd, to take possession of and remove the goods sold without liability for the tort of trespass, negligence or payment of any compensation to the Customer whatsoever.
3. Notwithstanding conditions 1 and 2, Tie Works Pty Ltd shall be entitled to maintain an action against the Customer for the price of the goods sold and the risk of the goods sold shall pass to the Customer upon delivery.
4. Goods purchased and forwarded exact to the order are not returnable for credit.
5. A cheque or other negotiable security or bill of exchange shall not be treated as payment to Tie Works Pty Ltd until the same is cleared or honoured as the case may be.
6. The Customer covenants and agrees with Tie Works Pty Ltd that so long as the price of the goods sold or any part thereof remains unpaid the Customer will not mortgage, charge or otherwise encumber or seek mortgage, charge or otherwise encumber the goods sold or the right to recover the price of the goods sold.
7. On the happening on any events set out below, in addition to any remedies Tie Works Pty Ltd may have, the whole of the balance outstanding of all moneys which the Customer may owe Tie Works Pty Ltd on any account whatsoever, whether under this agreement or otherwise, shall thereupon and without the necessity of any notice or demand to the customer become immediately due payable and recoverable.
 - (a) if the Customer has defaulted in the due punctual payment of the price of the goods sold or of any moneys due to Tie Works Pty Ltd;
 - (b) if the Customer has parted with possession of the goods sold (in respect of which property has not passed to the Customer) other than by sale in the ordinary course of business;
 - (c) if the Customer, being a company, commences to be wound up or is placed under official management or proposes a compromise or scheme of arrangement with its creditors;
 - (d) if a receiver or receiver and manager is appointed over all or some of the assets of the Customer;
 - (e) if an encumbrancer takes possession of the undertaking or property of the Customer or any part thereof;
 - (f) if the Customer, being an individual, becomes insolvent or bankrupt or commits an act of bankruptcy.
8. If default is made by the Customer in the due and punctual payment of the price of the goods sold, the Customer shall pay to Tie Works Pty Ltd interest upon the price or that part thereof remaining unpaid at a rate of 2% above the reference rate for the time being charged by National Australia Bank to its customers, computed from the date upon which the price or that part thereof remaining unpaid became due for payment until the price has been paid in full.
9. No waiver by Tie Works Pty Ltd or any one or more of the default of the Customer in the performance of any of the provisions of this agreement shall operate or be construed as a waiver of any future defaults whether of a like or different kind.
10. These special conditions shall be in addition to Tie Works Pty Ltd's other terms of trade referred hereon but shall bind the parties notwithstanding any stipulation inconsistent therewith contained in any order, invoice, statement or other communication that may pass between the parties (other than that a duly executed written agreement expressly varying or cancelling these special conditions)
11. The Customer covenants to pay, and indemnify Tie Works Pty Ltd against, any stamp duty or other taxes and charges payable in connection with these special conditions or any transaction contemplated by them
12. This agreement shall at all times be governed by the laws of the State of Victoria and the Customer expressly agrees that in regard to any claim made in connection they hereby irrevocably submit to the jurisdiction of the Courts of the State of Victoria.
13. A reference herein to "Tie Works Pty Ltd" means and includes, where the context so admits or requires, Tie Works Pty Ltd, its servants, agents and officers and the successors and assigns of Tie Works Pty Ltd.
14. A reference herein to "the Customer" means the person or company who purchased the goods and includes, where the context so admits or requires, the legal personal representatives, successors and assigns (as the case may be) of that purchaser.