

CORRECTIVE SERVICES INDUSTRIES CONDITIONS OF SALE

TERMS

Terms strictly 30 days net from date of invoice.

A surcharge of 1.5% may apply to any overdue account.

The customer shall be liable for all legal and other costs relating to the collection of overdue accounts.

Credit facilities shall be withdrawn on overdue accounts at the Department's discretion without notice.

PRICES

All prices are net and subject to alteration without notice, except where fixed by written contract. Orders are accepted subject to the condition that the buyer agrees to pay the prices ruling for such goods on the date of delivery.

GST

GST where applicable is included in the amount to be paid on the tax invoice.

RESERVATION OF TITLE

The ownership of goods delivered to you (hereinafter called "the goods") is only transferred to you when you have paid all sums owing to Corrective Services Industries (hereinafter called "CSI") whether under this tax invoice or any other contract. Until such time we retain the right to call for or recover the goods at our option and you are obliged to deliver up the goods if so directed by CSI. Until payment has been made you agree to keep the goods in a fiduciary capacity on **behalf of CSI notwithstanding any agreement** to provide you with credit. Notwithstanding the above, you may sell the goods to a third party and deliver them to that party provided that:

- (i) Where you are paid by the third party and we have not been paid as aforesaid you hold the proceeds of sale on trust for CSI, and
- (ii) Where you are not paid by the third party, you agree to assign your claims against the third party to CSI and appoint it your attorney.

Notwithstanding anything contained in this condition you accept all risk of loss or damage to the goods whether caused by you or not. Upon delivery of the goods you will indemnify Corrective Services Industries against all claims, demands or actions for loss or damage caused by any reason whatsoever.

CLAIMS

No claim for credit will be recognised unless made in writing within seven (7) days from date of delivery.

Goods specially made to customers specifications are not returnable.

Goods may be returned for credit by prior mutual agreement, provided they are in their original condition and packaging, but may be subject to a 15% handling charge or a manufacturer's surcharge, whichever is greater.

INSURANCE

Goods are not insured by CSI unless specifically requested to do so in writing. Charges will be debited to the customer account. CSI is not responsible for any consequential loss.