



58 065 648 544

1/10 Kingston Drive , Helensvale QLD 4212
PO Box 3434 Helensvale Town Centre QLD 4212
Ph: 07 5665 8333 Fax: 07 5665 8444

Application for Credit Account

Full Name of Company / Business

Trading Name Nature of Business

ABN No.

Trading Address Postcode

Postal Address Postcode

Previous Address Postcode

Bus. Phone Number () Fax Number ()

Name of Principal Contact

Title Email

Direct Phone Number () Mobile Phone Number

Directors / Proprietors / Sole Traders details (must be completed by each applicant)

Name Address Date of Birth/DL

Trade References

Company Name Address Telephone Contact

Amount Of Credit Required Monthly \$

As a director of the above Company I hereby Guarantee the debts incurred in that Company's name.

Terms - Accounts must be settled 30 days from End of Month Statement. ABN 58 065 648 544

I/We Confirm I/we have read and agree to the Terms of Trade accompanying this Credit Application

Privacy Act 1988 for Sole Traders

1. Agreement that Jet Pilot Australia Pty. Ltd. may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)

If Jet Pilot Australia Pty. Ltd considers it relevant to assessing my/our application for commercial credit, I/we agree to Jet Pilot Australia Pty. Ltd obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by [name of credit provider].

2. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)

I/we agree to Jet Pilot Australia Pty. Ltd obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Jet Pilot Australia Pty. Ltd or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Jet Pilot Australia Pty. Ltd

3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)

I/we agree that Jet Pilot Australia Pty. Ltd may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Name (please print)

Signature Date

Name (please print)

Signature Date

Name (please print)

Signature Date



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TRADING TERMS

Jet Pilot Australia Pty. Ltd. Agrees to supply to its customers (herein, shall refer to the parties to whom the invoice is addressed) with goods (as referred to in an invoice) on the following terms and conditions

1. The information provided by the customer in the Credit Application is true in every particular.
2. Immediate notification to Jet Pilot Australia Pty. Ltd. of any alteration to ownership, legal entity or trading style.
3. The customer accepts all the terms and conditions of this agreement. If credit facilities are required or utilised, the customer grants permission to the supplier or their agents to enquire into the credit worthiness of the customer and to record, report, check or refer any information on the customer to any person, company, government department or credit reporting agency
4. All freight on goods is the buyer's responsibility.
Goods may only be returned, by a carrier approved by the Seller, otherwise a handling charge will be applied to the customers account
5. A Statement of Account will be forwarded on a monthly basis and would be payable within 30 days of statement date. In addition, Jet Pilot reserves the right to charge and accounting/interest fee of \$10 per week on all payments overdue.
6. Should collection proceedings, at any time, be required, to enforce payments to Jet Pilot Australia Pty. Ltd., I/We agree to reimburse Jet Pilot Australia Pty. Ltd. With all costs, disbursements, debt collection agency fees, search fees, solicitors costs and commissions (usually 10%) payable to the collection agency.
7. No claims shall be recognised by Jet Pilot Australia Pty. Ltd. unless the claim is made within 14 days of Invoice date and a Return Authorization (RA) number obtained. All reasonable claims so notified shall be recognized. Notwithstanding, such complaint, payment for those items acknowledged as correct shall be made in accordance with the agreed terms of trading.
8. If goods being supplied are for a Pty. Ltd. company then all directors of that company agree, that if payment is not made by their company then all directors can and will be held personally liable for this account and this will be a continuing guarantee until cancelled in writing.
9. The title of any goods sold or delivered by Jet Pilot Australia Pty. Ltd. shall not pass to the buyer until Jet pilot Australia Pty. Ltd. have received payment in full for such goods.
10. The applicant hereby grants a license to Jet Pilot Australia Pty. Ltd. or their agents to enter any premises of the applicants where the goods are situated to re-take possession of and or remove goods equal to the value of the debt owed.

**THE UNDERSIGNED CERTIFIES THAT THEY ARE AUTHORISED TO SIGN
THIS DOCUMENT AND ACCEPT THE TERMS & CONDITIONS OF TRADE.
WE ALSO AGREE THAT WE HAVE RECEIVED A COPY OF THIS
DOCUMENT**

COMPANY NAME _____

SIGNED _____ DATE _____
Owner/Director/Proprietor



ABN 58 065 648 544
1/10 Kingston Drive, HELENSVALE QLD 4212
PO BOX 3434, HELENSVALE TOWN CENTRE QLD 4212
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TERMS OF TRADE

1. Definitions

"Seller" means Jet Pilot Australia Pty Ltd and its successors and assigns.

"Customer" means the Customer or any person acting on behalf of and with the authority of the Customer.

"Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer if a Limited Liability Customer on a principal debtor basis

"Goods" means goods supplied by the Seller to the Customer (and where the context so permits shall include any supply of Goods & Services as hereinafter defined).

"Services" means all services supplied by the Seller to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Services as defined supra).

"Price" means the cost of the Goods & Services as agreed between the Seller and the Customer subject to clause 4 of this contract.

2. Acceptance

2.1 Any instructions received by the Seller from the Customer for the supply of Services and/or the Customer's acceptance of Goods & Services supplied by the Seller shall constitute full and complete acceptance of the terms and conditions contained herein. It is immaterial that the Customer has not signed a copy of these terms and conditions.

2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.

2.3 Upon acceptance of these terms and conditions by the Customer, the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.

2.4 None of the Seller's agents or representatives is authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.

3. Goods & Services

The Goods & Services shall be as described on the invoices, quotations, work authorisations, sales orders or any other work commencement forms as provided by the Seller to the Customer.

4. Price and Payment

4.1 At the Seller's sole discretion;

i) The Price shall be as indicated on invoices provided by the Seller to the Customer in respect of Goods & Services supplied; or

ii) The Price shall be the Seller's current price at the date of delivery of the Goods according to the Seller's current Price list; or

iii) The Price of the Goods shall, subject to clause 4.2, be the Seller's quoted Price that shall be binding upon the Seller provided that the Customer shall accept in writing the Seller's quotation within thirty (30) days.

4.2 The Seller may, by giving notice to the Customer at any time up to seven (7) days before delivery, increase the Price of the Goods to reflect any increase in the cost to the Seller beyond the reasonable control of the Seller, (including, without limitation, foreign exchange fluctuations, taxes and duties, provisions of any Acts, By-Law, Orders or Regulations of any parliament, municipality or local authority enacted after the date of contract between the Customer and Seller and the cost of labour, materials and other manufacturing costs).

4.3 At the Seller's sole discretion, a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable.

4.4 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods.

4.5 The Seller may withhold delivery of the Goods until the Customer has paid for them, in which event payment shall be made before the delivery date.

4.6 At the Seller's sole discretion, payment for approved Customers shall be made by instalments in accordance with the Sellers delivery/payment schedule.

4.7 At the Seller's sole discretion, for certain approved Customers, payment will be due thirty (30) days following the date of the statement.

4.8 At the Seller's sole discretion, all prices quoted will be from the Seller's Head Office.

4.9 At the Seller's sole discretion and to clause 14.3, discount(s) given on any purchase, including Indent Orders, will only apply if payment is made according to agreed payment terms.

4.10 Payment will be made by cheque, bank cheque, or by credit card (plus any charges that may be applicable),

or by direct credit of by any other method as agreed between the Customer and the Seller.

4.11 The Price shall be increased by the amount of any GST and other taxes and duties that may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

4.12 Two and one half percent (2½%) discount is offered to Terms Accounts if payment is made within seven (7) days from the date of invoice

5. Delivery of Goods

5.1 The Seller shall make all arrangements necessary to deliver the Goods to the Customer and invoice the Customer all freight and handling costs unless otherwise previously agreed with the Seller.

5.2 Delivery of the Goods to a carrier, either named by the Customer or failing such naming, to a carrier at the discretion of the Seller for the purpose of transmission to the Customer, is deemed to be a delivery of the Goods to the Customer.

5.3 The costs of carriage and any insurance that the Customer reasonably directs the Seller to incur shall be reimbursed by the Customer (without any set-off or other withholding whatever) and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Customer's agent.

5.4 Where there is no agreement that the Seller shall send the Goods to the Customer, delivery to a carrier at limited carrier's risk at the expense of the Customer is deemed to be delivery to the Customer.

5.5 The Seller may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.

5.6 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.

5.7 The Seller accepts no responsibility or liability for Goods lost or damaged in transit.

5.8 The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased. The Price shall be adjusted pro rata to the discrepancy.

5.9 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.

5.10 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods & Services (or any of them) promptly or at all.

5.11 Where an account remains unpaid beyond the agreed payment terms, the Customer's account shall be placed on "Stop Supply" until payment in full is received for ALL amounts outstanding. The account will then go on to a pre-payment basis until determined otherwise at the sole discretion of the Seller.

6. Risk

6.1 If the Seller retains property in the Goods, nonetheless all risk for the Goods passes to the Customer on delivery.

6.2 If any of the Goods are damaged, stolen or destroyed prior to property in them passing to the Customer, the Seller is entitled, without prejudice to any of its other rights or remedies under these terms and conditions (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable in respect of the Goods. This applies whether or not the Price has become payable under these terms and conditions. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

7. Customer's Disclaimer

The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Customer acknowledges that he buys the Goods & Services relying solely upon his own skill and judgement and that the Seller shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Customer and shall not be transferable to any subsequent Customer.

8. Defects/Returns

8.1 The Customer shall inspect the Goods on delivery and shall within fourteen (14) days of invoice date notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote.

8.2 The Customer shall present the Seller with a purchase receipt and afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery. If the Customer shall fail to comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.

8.3 For defective Goods which the Seller has agreed in writing that the Customer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods provided that:

i) The Customer has complied with the provisions of clauses 8.1 and 8.2;

ii) The Goods are returned at the Customer's cost within seven (7) days of the delivery date; and

iii) The Seller will not be liable for Goods that have not been stored or used in a proper manner;

iv) The Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonable possible in the circumstances.

8.4 The Seller may (in its discretion) accept the Goods for credit but this may incur a handling fee of 15% of the value of the returned Goods plus any freight.

8.5 Where Goods are returned to the Seller as defective and the Seller finds no defect the Goods shall be returned to the Customer at the Customer's cost and payment will be due on original invoice terms.

8.6 Subject to the above, the Seller shall not give any credits and/or exchange Goods in respect of alleged defective Goods that the Seller has not first inspected.

9. Warranty

Subject to the conditions of warranty set out in Clause 10:

9.1 The Seller reserves the right to refuse to service an item which is under warranty if the Customer has defaulted in payment, until all unpaid accounts are settled.

9.2 The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

i) Failure on the part of the Customer to properly handle, store, maintain or service any Goods; or

ii) Failure on the part of the Customer to follow any instructions or guidelines provided by the Seller; or

iii) Any use of any Goods otherwise than for any application specified on a quote or order form; or

iv) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent person; or

v) Fair wear and tear, any accident or act of God.

9.3 In respect of all claims, the Seller shall not be liable to compensate the Customer for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Customers claim.

9.4 In the case of second hand Goods the Customer acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by the Seller as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Seller shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

9.5 For Goods not manufactured by the Seller the warranty shall be limited to the current warranty provided by the manufacturer of the Goods. The Seller shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturer's warranty.

9.6 Any warranty claims are to be returned to the Seller's Head Office, at a cost to the Customer.

10. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts and any other relevant consumer protection legislation in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

11. Intellectual Property

11.1 Where the Seller has designed or drawn Goods & Services for the Customer including sketches and dummies submitted by the Seller on a speculative basis, then the copyright in those designs and drawings shall remain vested in the Seller, and shall only be used by the Customer at the Seller's discretion.

11.2 Conversely, in such a situation, where the Customer has supplied drawings, the specifications and design of the Goods & Services (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Seller.

11.3 Where any designs or specifications have been supplied by the Customer for manufacture by or to the order of the Seller then the Customer warrants that by the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods/Services shall not infringe the rights of any third party.

11.4 Further, the Customer agrees to indemnify and keep the Seller indemnified in respect of any loss to the Seller or claim made against the Seller resulting from a breach of subclause 11.3 by the Customer.

12. Default and Consequences of Default

12.1 At the sole discretion of the Seller, interest on overdue invoices shall accrue from the date when payment becomes due:

i) daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement; or
ii) at a rate of ten (10) dollars per week on all payments overdue calculated from thirty (30) days after the end of the month until full payment has been made.

12.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own Customer basis and in addition, the Seller's entire nominee costs of collection. These latter costs may include, but are not limited to, debt collection agency debt percentage fees, debt collection agency commissions and all relevant legal fees.

12.3 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods & Services to the Customer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller exercised its rights under this clause.

12.4 If any account remains unpaid at the end of the second month after supply of the Goods & Services or Goods & Services the following shall apply: An immediate amount of the greater of \$20.00 or 10% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.

12.5 In the event that:

i) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to meet its payments as they fall due; or

ii) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

iii) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer; then without prejudice to the Seller's other remedies at law:

a) the Seller shall be entitled to cancel all or any part of any order of the Customer that remains unperformed in addition to and without prejudice to any other remedies;

b) all amounts owing to the Seller shall, whether or not due for payment, immediately become payable; and

c) the Seller may, at its sole discretion where applicable, place a Customer into liquidation or bankruptcy

12.6 Notwithstanding the above, where the defaulting Customer is a proprietary limited company, all the directors shall be jointly and severally liable for the Customer's debt

13. Security and Charge

13.1 Notwithstanding anything to the contrary contained herein or any other rights which the Seller may have howsoever:

i) Where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

ii) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own Customer basis.

iii) To give effect to the provisions of clause 13.1 (i) and (ii) inclusive hereof the Customer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Seller or the Seller's nominee, as the Customer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Seller shall fit in his/her/its/their absolute discretion against the joint and/or several interest of the Customer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Customer's and/or Guarantor's name as may be necessary to secure the said Customer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

14. Cancellation

14.1 The Seller may cancel these terms and conditions or cancel delivery of Goods & Services at any time before the Goods & Services are delivered by giving written notice, which includes an email or facsimile. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

14.2 Subject to clause 14.3, where the Customer cancels delivery of Goods & Services, the Customer shall be liable for all costs incurred by the Seller up to the date of the cancellation.

14.3 The following conditions shall apply in respect of Indent Orders:

i) Clothing Orders can be cancelled *no later than sixty (60) days* preceding the expected delivery date. Otherwise delivery will be carried out and full payment will be due under the agreed trading terms

ii) Core Orders can be cancelled as set out in clause 14.3(i), above, with the proviso that: (a) the period is *ninety (90) days*, and; (b) any discounts offered will become void AND any additional orders will not attract any discount

15. Privacy Act 1988

15.1 The Customer and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Seller.

15.2 The Customer and/or the Guarantor/s agree that the Seller may exchange information about Customer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

i) To assess an application by Customer;

ii) To notify other credit providers of a default by the Customer;

iii) To exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and

iv) To assess the credit worthiness of Customer and/or Guarantor/s.

15.3 The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

15.4 The Customer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Customer and Seller or required by law from time to time:

i) provision of Goods & Services;

ii) marketing of Goods & Services by the Seller, its agents or distributors in relation to the Goods & Services;

iii) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Goods & Services;

iv) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and
v) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods & Services.

15.5 The Seller may give, information about the Customer to a credit reporting agency for the following purposes:

i) to obtain a consumer credit report about the Customer; and/or

ii) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

15.6 The Customer shall immediately notify the Seller of any change to its ownership, legal entity or trading style.

16. Unpaid Seller's Rights To Dispose Of Goods

16.1 In the event that:

i) the Seller retains possession or control of the Goods; and

ii) payment of the Price is due to the Seller; and

iii) the Seller has made demand in writing of the Customer for payment of the Price in terms of this contract; and

iv) the Seller has not received the Price of the Goods, then, whether the property in the Goods has passed to the Customer or has remained with the Seller, the Seller may dispose of the Goods and may claim from the Customer the loss to the Seller on such disposal.

17. Title

17.1 It is the intention of the Seller and agreed by the Customer that property in the Goods shall not pass until:

i) The Customer has paid all amounts owing for the particular Goods, and

ii) The Customer has met all other obligations due by the Customer to the Seller in respect of all contracts between the Seller and the Customer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Customer are met.

17.2 It is further agreed that:

i) The Customer shall not deal with the money of the Seller in any way, which may be adverse to the Seller.

ii) Until such time as ownership of the Goods shall pass from the Seller to the Customer the Seller may give notice in writing to the Customer to return the Goods or any of them to the Seller. Upon such notice, the rights of the Customer to obtain ownership or any other interest in the Goods shall cease.

iii) If the Customer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the

Goods, without being responsible for any damage thereby caused.

iv) Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then, the Seller's ownership of rights in respect of the Goods shall continue.

v) The Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller.

vi) The Seller may require payment of the Price or the balance of the Price due together with any other amounts due from the Customer to the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amounts due and the Price.

vii) The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer.

18. Lien and Stoppage in Transit

18.1 Where the Seller has not received or been tendered the whole of the price, or the payment has been dishonoured, the Seller shall have:

i) a lien on the goods;

ii) the right to retain them for the price while the Seller is in possession of them;

iii) a right of stopping the goods in transit whether or not delivery has been made or ownership has passed; and
iv) a right of resale,

v) the foregoing right of disposal, provided that the lien of the Seller shall continue despite the commencement of proceedings or judgement for the price having been obtained.

19. General

19.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

19.2 Both the Seller and the Customer and all Goods/Services supplied by the Seller are subject to the jurisdiction and laws of Queensland and the Seller takes no responsibility for changes in the law, which affect the Goods/Services supplied.

19.3 The Seller shall be under no liability whatever to the Customer for any indirect or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions.

19.4 In the event of any breach of this contract by the Seller, the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods/Services.

19.5 The Customer shall not set-off against the Price amounts due from the Seller.

19.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

19.7 The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Seller notifies the Customer of such change.

19.8 The Seller shall not be liable for any default due to any act of God, terrorism, war, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of the Seller.



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Terms of Trade

Addendum 001

February 2008

Jet Pilot Australia Pty Ltd have reviewed the terms of trade to include the following conditions. As outlined in clause 19.1 of "Terms of Trade", we reserve the right to make changes from time to time and they are effective from the date of notification.

Acceptance: Any instruction received by the Seller from the Customer for the supply of Services and/or the Customer's acceptance of Goods & Services supplied by the Seller shall constitute full and complete acceptance of the terms and conditions of the ADDENDUM contained herein.

- ❖ At Once orders
 - Minimum Order Value – \$100.00 exclusive of GST of available stock per order.

- ❖ Customer Staff Orders
 - Any customer staff orders MUST be sent through to head office for approval, and providing they are approved will be entered in by H-Office.
 - Indent orders must be over \$5000 per season to qualify for the 20% staff discount and are for immediate staff only.
 - There is a maximum limit of \$1000 wholesale, per season for all staff orders.

- ❖ Indent Orders
 - All indent orders will be confirmed with a "Sales Order Confirmation".
 - All Sales Order Confirmations must be checked by the customer and any discrepancies advised in writing within 14 days of date of confirmation.
 - Incorrect goods received as a result of an error in an order confirmation will not be accepted for return unless advised as above.
 - Cancellations must be in writing and be;
 - **at least 90 days prior to delivery month - CLOTHING orders,**
 - at least 90 days prior to delivery month - WATERSPORTS orders.
 - An indent order delivered at any time during the intended month of delivery will not be considered late.

- ❖ Credit Card Payments
 - The 2.5% Early Payment discount will not apply to any payments made by credit card.



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Returns and Claims Policy 2009

The customer is to phone Jet Pilot on 07 5665 8333 to obtain an Exchange Number (RA).
The following details will be required:

- Correct style name or code eg: JA8256
- Correct size of item
- Correct colour of item
- A brief description of fault or reason for return
- Proof of purchase must be sent with the warranty claim in order to be processed
- Exchange Number must be written on address label when returning item

Item returned must have the following information accompanied with it:

- Shop name and location
- Exchange Number
- Name of contact, email address and contact phone number
- Invoice number
- Proof of purchase must be sent with item when returned

Jet Pilot will then advise how goods are to be returned

A Claim form is to accompany any item returned for warranty claim to be processed. If there is no written information with the return, then there will be a delay with processing, as claims with the correct paperwork will have priority.

Please ensure that the item is packaged and correctly labelled for return with the Exchange number on address label.

Exchange Number will only be issued by Jet Pilot. No other numbers or names will be accepted.

Please abide by the health regulations and ensure that item is clean before returning.

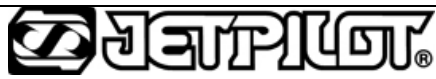
Jet Pilot takes no responsibility for warranty claims sent without an Exchange Number.

Warranty claims will be assessed and the store will be notified if claim is approved and how warranty will be processed via email or fax, ie replaced or credited, within 14 days of Jet Pilot receiving the claim.

Postage for return costs will be credited on proof of payment from Australia Post or similar.

Jet Pilot reserves the right not to give a replacement or credit to faulty items received that do not fall within the warranty guidelines.

All returns sent to Jet Pilot remain the responsibility of the customer.



Returns Form

Unit 1/10 Kingston Drive
HELENSVALE QLD 4212
Phone: 07 5665 8333

SHOP:	SUBURB:
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RA#:	SHOP REF:	EMAIL or FAX #:
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STYLE CODE	SIZE	COLOUR	QTY	FAULT DESCRIPTION

COMMENTS

CREDIT TO ACCOUNT:	YES	NO	REPLACEMENT REQUIRED:	YES	NO	FREIGHT: \$
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Returns Form

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HELENSVALE QLD 4212
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STYLE CODE	SIZE	COLOUR	QTY	FAULT DESCRIPTION

COMMENTS

CREDIT TO ACCOUNT:	YES	NO	REPLACEMENT REQUIRED:	YES	NO	FREIGHT: \$
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