

Standard Terms and Conditions of Sale

Updated March 2009

Wilson National Stationery Distributors Pty Ltd ("Wilsons") shall only supply goods to you on the following Standard Terms and Conditions unless we agree, in writing, to vary these Standard Terms and Conditions of Sale.

1. PAYMENT

1.1 The terms of payment are Nett cash 30 (thirty) days from end of month.

1.2 Wilsons reserves the right to stop supplies to customers whose accounts are overdue by 45 days, until such a time as the outstanding amount is settled in full. Wilsons reserves the right to review and cancel the credit facility of accounts that are often overdue.

1.3 Wilsons will charge a monthly late payment penalty of \$15 on all overdue accounts.

1.4 You shall pay all our costs and expenses (including legal costs and mercantile agents fees) which may be incurred in recovery or attempted recovery of the overdue amounts from you.

2. ORDERS

2.1 An order for Goods constitutes an offer to purchase the Goods by the Customer subject to the Standard Terms and Conditions of Sale.

2.2 We may at our absolute discretion decline any order either in whole or in part.

3. PRICING AND DELIVERY

3.1 The price of goods is subject to alteration without notice.

3.2 The customer agrees that the delivery docket signed, whether by any employee or the customer or any other person signing for or on behalf of the customer, shall be conclusive evidence of delivery.

3.3 Minimum Order Quantities / Freight

Victoria and NSW Metro (as determine by our courier)

All orders over \$200 (net of discounts and excluding GST) will be sent to the address stated on the purchase order and will be delivered free into store (FIS) within Victoria. If the order is below the minimum order requirement, the freight charges will be \$7.50.

Victoria Country

All orders over \$200 (net of discounts and excluding GST) will be sent to the address stated on the purchase order and will be delivered free into store (FIS) within Victoria. If the order is below the minimum order requirement, the freight charges will be \$11.00.

NSW Country

All orders over \$270 (net of discounts and excluding GST) will be sent to the address stated on the purchase order and will be delivered free into store (FIS) within Victoria. If the order is below the minimum order requirement, the freight charges will be \$15.00.

Other States (WA, SA, TAS, NT)

For freight charges to these areas, please contact our customer service team.

4. GST

4.1 All prices will be quoted exclusive of GST. Invoices will be issued in the prescribed form as set out by Section 195-1 of the 'A New Tax System (Goods and Services Tax) Act 1999 (C'th); and the related imposition Acts of the Commonwealth ("The GST Law").

4.2 Any discounts or other terms agreed between the customer and Wilsons will be calculated on and applied to the Purchase Price exclusive of GST.

4.3 If GST is imposed on any supply made by Wilsons pursuant to these Standard Terms and Conditions of Sale, the customer must pay to Wilsons, in addition to any consideration payable, or to be provided by the Customer under these Standard Terms and Conditions for supply, an additional amount for supply calculated by multiplying the prevailing GST rate by the consideration for the relevant supply payable, or provided, (without any deduction or set-off) by the Customer under any other clause in these Standard Terms and Conditions. Any amount payable is payable upon demand by Wilsons whether such demand is by means of any invoice or otherwise. 'GST' means the tax imposed pursuant to the GST law.

4.4 If any part of the Purchase Price is referable to both a Taxable Supply and anything that is not a Taxable Supply, the GST-exclusion portion of the purchase price shall be determined by Wilsons.

4.5 Where Wilsons determines on reasonable grounds that an adjustment is required to the purchase price, it will promptly issue 'Adjustment Notes' that are prescribed by the GST law.

5. RETENTION OF TITLE

5.1 You acknowledge that the ownership of and title in the Goods delivered by Wilsons to you ('the Goods') will remain the property of Wilson National Stationery Distributors until:

- (a) the full purchase price and all other amounts owing to us by you in respect of those Goods ("Wilsonts Debt") are paid: or
- (b) you sell or dispose of the Goods in the ordinary course of business.

5.2 While title in the Goods remains with Wilsons, you:

- (a) Do not have any title in the Goods and shall, while possessed of the Goods, hold only as a fiduciary bailee for us:
- (b) Must ensure that the Goods are not damaged or defaced;
- (c) Must not sell or dispose of the Goods other than pursuant to clause 5.1(b); and
- (d) Must store the Goods separately so that they are clearly identifiable and easily cross-referenced to particular invoices.

5.3 If you fail to pay Wilson's Debt by the due date for payment and title in the Goods remains with us, we or our agents may recover possession wherever the Goods may be and you must assist and indemnify us in relation to such recovery.

5.5 We may require you to register a charge over the debt pursuant to section 263 of the Corporations Law.

5.6 The rights given to us under this clause 5 are without prejudice to any other rights that we may have in law or equity in respect of the supply of Goods.

6. RISK

6.1 Notwithstanding the provisions of Clause 5 you accept all risk of loss and damage to the Goods, whether caused by you or not, following the delivery of the Goods.

7. RETURN OF GOODS

7.1 We will not accept returns for credit without prior authorisation.

7.2 Any Goods which you return for credit will only be accepted if they are in the original packaging and in saleable order and condition.

7.3 If we authorise the return of Goods, the Goods must be carried with our nominated carrier.

7.4 Products returned to our warehouse are at the customer's expense. A handling and restocking charge of 15% of the value of the goods may apply.

8. CLAIMS

8.1 Any claims by you for short delivery must be made within 7 days of delivery.

8.2 Wilsons reserves the right to refuse claims made after this period.

8.3 All goods for which a credit has been approved by Wilsons must be returned to Wilsons before replacement stock or a credit is provided.

8.4 We reserve the right to correct clerical errors without notification.

9. DISCOUNTS

A 2% discount applies to all orders placed through the website. This is calculated automatically.

A settlement discount of 1% is available for all orders placed, providing payment is made within 14 days from date of invoice and all outstanding invoices are paid in full. Otherwise strictly nett 30 days from end of month.

10. CREDIT APPLICATIONS – TERMS AND CONDITIONS

A credit limit of \$5,000 applies for new accounts for the first three months. This will then be reassessed at the end of the three month period if a higher credit amount is applied for by the customer.

11. COD ARRANGEMENTS

Wilson reserves the right to implement a strictly COD arrangement with any new client for a period not less than 30 days before the actual account on terms can be arranged.

12. SPECIAL BUY INS

Once ordered, special buy ins cannot be cancelled or returned. You will be advised prior to ordering if it is a special buy in.

13. BACK ORDERS

The customer will automatically be notified if they have a back order. Under exceptional circumstances, backorders may be cancelled. If this occurs, the backorders need to be cancelled in writing. Back orders will be sent out with the next order.

14. LIMITATION OF LIABILITY

14.1 We exclude all statutory or implied conditions and warranties to the extent permitted by law.

14.2 To the extent permitted by law, we limit our liability under any condition or warranty which cannot legally be excluded to:

(a) The replacement of the Goods or the supply of equivalent Goods;

(b) The repair of the Goods.

15. GOVERNING LAW

15.1 The laws of the state of Victoria govern our trading.

15.2 You agree with us to submit to the non-exclusive jurisdiction of the Courts of Victoria and the Federal Court of Australia and agree that any legal proceedings may be heard in those Courts.

16. PRIVACY

Please review our Privacy Notice, which also governs your visit to our website, to understand our practices.

17. ELECTRONIC COMMUNICATIONS

When you visit Wilsons or send us e-mails, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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22. APPLICABLE LAW

By visiting Wilsons, you agree that the laws of the state of Victoria, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Wilsons.

23. DISPUTES

Any dispute relating in any way to your visit to Wilsons or to products you purchase through Wilsons shall be submitted to confidential arbitration in Victoria, except that, to the extent you have in any manner violated or threatened to violate Wilsons intellectual property rights, WILSONS may seek injunctive or other appropriate relief in any state or federal court in the state of Victoria, and you consent to exclusive jurisdiction and venue in such courts. The arbitrators award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

24. SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, such as our Shipping and Returns policy, posted on this site. These policies also govern your visit to Wilsons. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.