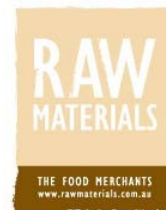


Customer Q & A Sheet (for all customers)

This sheet provides the relevant information to assist us in giving you prompt and efficient service.
This form is not an application for trading credit.



All goods remain the property of Raw Materials until paid in full.
Regional customers will be charged \$10.00 flat rate for freight.
Orders under \$150 will incur an additional \$10.00 handling charge.

Prices are subject to alteration without notice. All products are subject to availability.
Raw Materials pride itself on complying with all Health regulations.
If you have any other queries please call **our sales team** on **03 9689 0466**
Please don't hesitate to let us know of any problems or questions you have.

Your Service Details:

Company Name: _____

Trading Name: _____

Delivery Address: _____

Suburb _____ Post Code _____

Special Delivery Instructions : *(ie rear lane access)* _____

Postal Address: _____

Suburb _____ Post Code _____

ABN: _____

Phone # : _____ **Fax #:** _____

Mobile : _____ **Emergency phone # :** _____

Email: _____

Trading Times: Days: _____ **Hours:** _____

Who places the orders?

Name: _____

What is the best time for us to call?

Day: _____ Time: _____

Who looks after your Accounts

Name: _____

**I have read the "information for customers" and "Conditions of Sale" and agree to be bound by them.
Above information has been completed by:**

Signed:..... Name:..... Position:..... Date:...../...../.....

How did you hear about Raw Materials? (please tick or list)

Referral.....
Yellow Pages Ad Newsletter Website Other

INFORMATION FOR CUSTOMERS

Payment

ALL sales are **strictly COD**, unless a Credit Application has been approved
For COD customers who pay via direct debit, your account is to be paid strictly within 7 days

Credit Notes

Unsatisfactory product must be returned for a credit to be provided and or replacement stock.
Notification of stock to be returned or credited needs to be within 48hours from receipt of goods.

Delivery

Raw Materials does its best to ensure that your order arrives in the best possible condition, at the correct delivery address and at the correct time. As a supplier we need to have a secure place where we are able to deliver the goods that is safe and dry. If the goods were not able to be left in a secured area and have to come back to Raw Materials as we have received no other instructions from you then the cost would be passed on for the trip to Raw Materials. Likewise if the goods have to be redelivered Raw Materials may be able to arrange this but there would be a delivery charge. Deliveries left by customer requesting a specified area are the responsibility of the customer. Any discrepancies or feedback regarding your order will be required to be reported on the same day of the delivery otherwise it is accepted that the goods were received and in good order as invoiced.

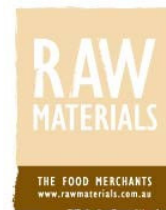
An additional delivery fee of \$10.00 + GST will be charged on orders under \$150.00

Quality control

Raw Materials goes to great lengths to ensure that our product is of premium quality.
If there is any problem with the product we will credit you and wherever possible arrange for replacement product to be sent to you at our expense. It is essential that the unsatisfactory product be returned to us so that we can do our utmost to ensure that the problem does not occur again.

Order placement

Orders can be phoned through on p: 03 9689 0466 or faxed on 03 9689 0622
Raw Materials sales office hours are: Monday – Friday 9-5
Prompt notice of closing days outside your usual trading days is required (e.g. Labor day)



CONDITIONS OF SALE

1. DEFINITIONS

In these conditions:-

- 1.1. "Raw Materials" means Raw Materials Pty Ltd ABN 83 662 641 088;
- 1.2. "You" means the person who places an Order, or on whose behalf an Order is placed, for Goods with Raw Materials;
- 1.3. "Goods" means the goods described on the front or in the Order;
- 1.4. "Order" means an order for Goods submitted by You to Raw Materials;
- 1.5. "Invoice" means Raw Materials invoice to You;
- 1.6. "Charges" means the price agreed in writing between the parties or, in the absence of such agreement, the amount calculated under Raw Materials current price list, plus any freight charges and any tax including a goods and services tax ("GST") levied on a transaction of supply under these conditions.

2. RAW MATERIALS RIGHT TO REJECT AN ORDER

Raw Materials reserves the right to accept or reject your Order in whole or in part.

3. PAYMENT

- 3.1. You must pay the Charges by direct deposit, cheque, or cash within the terms of your agreement with Raw Materials...COD / (7) days from the date of Invoice/ (30) days from the date of Invoice.
- 3.2. Raw Materials may charge interest on any overdue payment at 3.5% calculated daily from the due date stipulated until payment.
- 3.3. You may not withhold payment of any amount of an Invoice.
- 3.4. Raw Materials prices represent the exclusive value of the supply for GST purposes unless specifically stated to include GST.

4. DELIVERY

Delivery takes place on the date and time the Goods are left by Raw Materials at the address nominated by You as the delivery address.

5. PROPERTY AND RISK

- 5.1. You accept the risk of loss, damage or deterioration of the Goods from the time of delivery.
- 5.2. Raw Materials reserves the following rights until You pay the Charges:
 - 5.2.1. ownership of the Goods;
 - 5.2.2. the right to enter your premises (or the premises of any associated company or your agent where the Goods are held) without liability for trespass or any resulting damage and retake possession of the Goods; and
 - 5.2.3. the right to keep or re-sell Goods repossessed under clause 5.2.2.
- 5.3. If You fail to pay the Charges on the due date, then in addition to any other rights or remedies to which it is entitled, Raw Materials may in its absolute discretion:-
 - 5.3.1. withhold supply and delivery of any further goods; or
 - 5.3.2. enter upon your premises and remove the Goods.

6. EXCLUSIONS AND LIMITATIONS

- 6.1. Subject to 6.3, Raw Materials excludes from these conditions all conditions and terms implied by statute, general law or custom.
- 6.2. Subject to 6.3, Raw Materials excludes all liability to You for acts or omissions of Raw Materials, any delay, non-delivery or other failure to supply the Goods or any injury, loss or damage of any kind in tort (including negligence) or contract or otherwise arising out of the Goods on these conditions.
- 6.3. If the Goods are supplied to You as a "consumer" of goods or services within the meaning of "consumer" in the Trade Practices Act 1974 as amended or similar state legislation, nothing in these conditions excludes, restricts or modifies any condition, warranty, right or remedy conferred by the Trade Practices Act 1974 as amended or similar legislation.
- 6.4. If the Goods are goods not ordinarily acquired for personal, domestic or household use or consumption for the purposes of the Trade Practices Act 1974 as amended or similar legislation, Raw Materials liability is limited to the supply of the Goods again or payment of the cost of supplying the Goods.
- 6.5. The exclusions in 6.1 and 6.2 extend to loss of profits, business or anticipated savings or other indirect or consequential damage and to economic loss and even if Raw Materials knows they are possible or otherwise foreseeable.

7. PURCHASER'S ACKNOWLEDGEMENT

- 7.1. Despite anything else in these conditions, You acknowledge that:-
 - 7.1.1. prior to ordering the Goods You satisfied Yourself as to the their suitability for Your purpose; and
 - 7.1.2. Raw Materials has made no express warranty, condition or representation about the Goods' quality, fitness for purpose, safety or suitability.

8. USE-BY DATE

- 8.1 Goods must not be sold beyond their 'use-by' or 'best-by' date.
- 8.2 If You do not comply with clause 8.1, You must indemnify Raw Materials for any costs or expenses and any loss or damage resulting (directly or indirectly) from the sale by You of such Goods.

9. GENERAL

- 9.1. These conditions are governed and must be construed under the laws of the State of Victoria and Raw Materials and You submit to the exclusive jurisdiction of the Courts of that state.
- 9.2. If a condition or part is unenforceable the unenforceability does not affect any other part of the conditions or any other condition.
- 9.3. Raw Materials is not bound by any waiver, discharge or release of a condition or any agreement, which varies these conditions unless it is in writing, and signed for Raw Materials by an authorised officer.
- 9.4. If Raw Materials waives a breach of condition the waiver does not operate as a waiver of another breach of the same or any other condition or as a continuing waiver.