

Conditions of Sale.

LATHAM AUSTRALIA TRADING TERM

1. PAYMENT BEFORE MANUFACTURE UNLESS PRIOR WRITTEN APPROVAL GIVEN THEN PAYMENT WITH 30 DAYS
2. LATE PAYMENTS ARE SUBJECT TO CHARGE OF 2% ACCUMULATIVE PER MONTH OR PART THEREOF COMPOUNDING.
3. ALL GOODS ARE SOLD EX FACTORY GLADESVILLE
4. NO CLAIMS RECOGNISED UNLESS MADE WITHIN SEVEN DAYS OF RECEIPT OF GOODS.

RESERVATION OF TITLE

- The ownership of the goods delivered by us to you ('the goods') is only transferred to you when you have paid all sums owing to us whether under this Agreement or any other contract and until such time we have a right to call for or recover the goods at our option (for which purpose we may enter your premises by our employees or agents) and you are obliged to deliver up the goods if so directed by us.
- Where we have not been paid pursuant to this Agreement or any other terms of payment in force between you and us and we deliver the goods to you, then, until disposed of by you in accordance with the following sub-clause you agree with us to keep the goods in a fiduciary capacity for us and you agree with us to store the goods in a manner that clearly shows our ownership.
- Notwithstanding the provision of the two preceding sub-clauses, you may sell the goods to a third party in the course of business and deliver them to that third party provided that -
- where you are paid by the third party, and we have not been paid by you for the goods pursuant to the Agreement or any other terms of payment in force between you and us, you hold the whole of the proceeds of the sale on trust for us; and
- where you are not paid by that third party, and we have not been paid by you for the goods pursuant to this Agreement, or any other terms of payment in force between you and us, you agree, at our option, to assign your claims against the third party to us upon our giving you notice in writing to that effect (and for the purposes of giving effect to and perfecting the assignment of these claims you irrevocably appoint us as your attorney).
- These provisions apply notwithstanding any agreement, whether subject to this Agreement or not, under which we give you credit.

Notwithstanding anything contained in the preceding sub-clauses of this clause you accept all risk of loss or damage to the Goods, whether caused by you or not, upon delivery of the goods and will further indemnify us against all claims demands suits and actions for loss or damage caused by or arising from the handling, transport, storage, display or use of the goods after you have taken possession of the goods.