

## **TERMS AND CONDITIONS OF SALE**

### **1. Interpretation**

In these conditions:

- 1.1 **Clear-pak** means Clear-pak Australia Pty Ltd (ABN 64 118 635 957) of Factory 1, 64-66 Abbott Road, Hallam, Victoria 3803 which is Clear-pak of the Goods.
- 1.2 **Buyer** means the purchaser of the Goods specified herein.
- 1.3 **Goods** means the products and, if any, services specified herein.
- 1.4 **Order** means an order for Goods and services and/or a request for Clear-pak to perform work and supply material to/for the Buyer .
- 1.5 PPSA means the *Personal Properties Securities Act 2009* (Cth) as amended
- 1.6 Terms & Conditions means the terms and conditions as contained in this document, credit application and credit terms (if applicable) as amended by Clear-pak from time to time.

### **2. General**

- 2.1 These conditions (which shall only be waived in writing signed by Clear-pak) shall prevail over all conditions of the Buyer's Order to the extent of any inconsistency.
- 2.2 Clear-pak offers to supply Goods to the Buyer on the Terms & Conditions contained herein and it is expressly acknowledged that other than the said Terms & Conditions there are no verbal or written representations, stipulations, undertakings, agreements or promises relating to the subject matter herein.
- 2.3 Each Order is subject to acceptance by Clear-pak and may be accepted in whole or in part or declined.
- 2.4 Upon acceptance of an Order by Clear-pak a binding agreement shall arise between Clear-pak and the Buyer and these Terms & Conditions shall be deemed to be incorporated into such agreement, whether or not they have been signed, which cannot be cancelled or varied (other than with Clear-pak's consent which may be granted or withheld in its absolute discretion) after the production of the Goods has commenced.

### **3. Terms of Sale**

The Goods and all other products sold by Clear-pak are sold on these Terms & Conditions.

### **4. Ordering and Quotations**

#### **4.1 Quotations**

- a. Unless previously withdrawn, Clear-pak's quotations are valid for 30 days unless otherwise stated.
- b. Clear-pak reserves the right to refuse any Order based on such quotation within 7 days after the receipt of the Order or at any time prior to acceptance of an Order whichever is later.
- c. Quotations are given on the basis of specifications supplied by the Buyer to Clear-pak. No responsibility shall be accepted by the Supplier for quotations provided where incomplete or inadequate specifications have been provided by the Buyer to Clear-pak.

#### **4.2 Online Internet Purchasing**

- a. Online purchase from the Clear-pak's website form a Order from the Buyer to Clear-pak.
- b. Clear-pak will not accept the Order, until the full invoice price, including any delivery charges and other Buyer nominated charges, have been paid in full.
- c. Clear-pak reserves the right to accept or reject an Order. The Buyer will be notified of the acceptance or rejection of the Order online.
- d. Clear-pak reserves the right to limit the maximum price, download and weight of online purchases. The Buyer will be notified if the maximum limit is reached.

#### **4.3 Non-Online Purchasing**

- a. Non-online purchases are initiated by a Buyer's purchase Order being received by Clear-pak.
- b. Clear-pak may, in its discretion, not accept the Order or request for Goods, until the full invoice price, including delivery charges and other Buyer nominated charges, have been paid in full. Buyers requests and Orders will not be accepted if the Buyer is on credit hold.
- c. Clear-pak reserves the right to accept or reject an Order and a request for Goods. The Buyer will be notified by available means, as time permits.

- d. Clear-pak reserves the right to charge a surcharge for purchases that are not against an Order and the invoice is to be paid in full before delivery.

**5. Prices**

- 5.1 Unless otherwise expressly agreed in writing the price of the Goods shall be that price charged by Clear-pak at the date of delivery.
- 5.2 Prices quoted are those ruling at the date of issue of quotation and are based on rates of freight, insurance, customs duties, exchange, shipping expenses, sorting and stacking charges, cartage, rate of weights, cost of materials and other charges affecting the cost of production ruling on the date the quotation is made.
- 5.3 If Clear-pak makes any alterations to the price of the Goods or to any of their inputs either before acceptance of or during the currency of this Agreement, these alterations are for the Buyer's account.
- 5.4 Clear-pak reserves the right in its absolute discretion and without notice to adjust its prices to reflect movements in exchange rates, customs duties, taxes, the cost of raw materials and the cost of labour.

**6. Payment**

- 6.1 Subject to clause 6.2 the Buyer must pay the purchase price in relation to the Goods to Clear-pak on or before the delivery date.
- 6.2 If Clear-pak has agreed in writing to provide commercial credit to the Buyer and this arrangement has not been terminated, the Buyer must pay the purchase price to Clear-pak within 30 days of the invoice date.
- 6.3 Clear-pak reserves the right to charge interest at the rate of 2% higher than the rate specified from time to time pursuant to the *Penalty Interest Rates Act (Vic)* 1983 calculated daily on any overdue payments.
- 6.4 A service fee may be applied to any payments made by way of credit card.

**7. Delivery**

- 7.1 The quoted date and place of delivery of the Goods is an approximate only and accordingly Clear-pak shall not be liable to the Buyer for any loss or damage suffered by the Buyer, either directly or indirectly, as a result of the delay in the supply of the Goods. The Buyer will accept and pay for Goods if and when tendered notwithstanding any failure by Clear-pak to deliver by the quoted date.
- 7.2 Clear-pak reserves the right to deliver Goods by instalments and where delivery of Goods is affected by part deliveries Clear-pak shall be entitled to pro rata progress payments in respect thereof and the Buyer shall not be entitled:
  - a. to terminate or cancel any instalments still to be delivered; or
  - b. to any loss or damage howsoever arising by failure of Clear-pak to deliver any instalment on or before the quoted date; and
  - c. any defective instalment is a severable breach that gives rise only to a claim for compensation.
- 7.3 Unless otherwise stated in writing all additional costs and charges of delivery, installation and collection are payable net thirty (30) days from the end of the month in which the Goods were delivered or were attempted to be delivered to or at the direction of the Buyer.
- 7.4 In the event that Clear-pak's attempt to deliver the Goods to the Buyer is unsuccessful due to the fault or omission by the Buyer or its representatives then and, in such an event, Clear-pak shall be entitled to charge the Buyer a fee for attempted delivery, such fee to be determined by Clear-pak in its absolute discretion.
- 7.5 Unless the Buyer otherwise requests in writing at the time of placing an Order:
  - a. the Buyer will be deemed to have authorised Clear-pak to supply the Goods at the address nominated by the Buyer on the Order form (or otherwise nominated to Clear-pak's satisfaction); and
  - b. Clear-pak shall have presumed to have supplied the Goods at the Buyer's premises in accordance with this agreement if at that address it obtains from any person (being either the Buyer or a person apparently in the employ of the Buyer or an agent or representative of the Buyer) a receipt or signed delivery docket for the Goods.

**8. Loss or Damage in Transit**

- 8.1 Clear-pak is not responsible to the Buyer or any person claiming through the Buyer for any loss or damage to Goods in transit caused by any event of any kind by any person (whether or not Clear-pak is legally responsible for the person who caused or contributed to that loss or damage).

- 8.2 Clear-pak must provide the Buyer with such assistance as may be necessary to press claims on carriers so long as the Buyer:
- a. has notified Clear-pak and the carriers in writing immediately after loss or damage is discovered on receipt of Goods; and
  - b. lodges a claim for compensation on the carrier within seven (7) days of the date of receipt of the Goods.

**9. Packing**

The cost of any special packing and packing materials used in relation to the Goods are at the Buyer's expense notwithstanding that such cost may have been omitted from any quotation.

**10. Containers**

- 10.1 Containers (which includes stillages, formers and pallets) in or on which Goods are delivered and for which a deposit charge is made remain the property of Clear-pak.
- 10.2 On the containers' return in good order and condition the deposit will be returned to the Buyer. The deposit for containers which the Buyer returns otherwise than in good Order and condition shall only be refunded in part having regard to their actual condition.
- 10.3 Containers will be deemed to be still in the Buyer's possession until received into Clear-pak's stores. A pallet return docket signed by Clear-pak will be required to prove and will be conclusive evidence of the return of the container.

**11. Shortage**

The Buyer waives any claim for shortage of any Goods delivered if a claim in respect for short delivery has not been lodged in writing with Clear-pak within seven (7) days from the date of receipt of Goods by the Buyer.

**12. Drawings, Specifications etc**

- 12.1 All specifications, drawings, and particulars of weights and dimensions submitted to Clear-pak by the Buyer are approximate only and any deviation from any of these things does not vitiate any contract with Clear-pak or form grounds for any claim against Clear-pak and the Buyer warrants that any Goods manufactured, constructed or supplied by Clear-pak which are based in whole or in part upon designs, drawings or specifications supplied to Clear-pak by or on behalf of the Buyer shall not infringe any letters patent, registered designs, copyright or other industrial or intellectual property rights held by a third party.
- 12.2 The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of the contract of sale of the Goods or of the description applied to the Goods.
- 12.3 Where specifications, drawings or other particulars are supplied by the Buyer, Clear-pak's price is made on estimates of quantities required. If there are any adjustments in quantities above or below the quantities estimated by Clear-pak and set out in a quotation, then any such increase or decrease is to be adjusted on a unit rate basis according to unit prices set out in this document or in the quotation. Clear-pak does not warrant or guarantee that any Goods manufactured, constructed or supplied by Clear-pak which are based in whole or in part upon any designs, drawings or specifications supplied to Clear-pak by or on behalf of the Buyer will achieve any standard or performance in any capacity whatsoever.
- 12.4 Clear-pak reserves the right to:
- a. modify the design of Goods without notice;
  - b. make any changes to designs, drawings or specifications supplied to Clear-pak by the Buyer which are required to comply or conform with any applicable safety or statutory requirements or which do not materially affect the quality or usage of the Goods by the Buyer; and
  - c. subject to clause 21, claim any lien which Clear-pak may be entitled to by law as well as having a general lien over any designs, drawings or specifications supplied to Clear-pak by or on behalf of the Buyer which is in Clear-pak's possession until all monies owing by the Buyer to Clear-pak on any account have been paid in full.
- 12.5 Clear-pak will not be liable for any defect in the Goods arising from any designs, drawings or specifications supplied to Clear-pak by the Buyer.

**13. Performance**

- 13.1 To the maximum extent permitted by law, any performance figures given by Clear-pak are estimates only.
- 13.2 Clear-pak is under no liability for damages for failure of the Goods to attain such figures unless specifically guaranteed in writing and any such written guarantees are subject to the recognised tolerances applicable to such figures.

**14. Returned Goods**

- 14.1 Clear-pak is not under any duty to accept Goods returned by the Buyer and will do so only on terms to be agreed in writing in each individual case.
- 14.2 If Clear-pak agrees to accept returned Goods from the Buyer under Clause 14.1 herein, the Buyer must at its cost return the Goods to Clear-pak at Clear-pak's place of business referred to at the head of these conditions.

**15. Goods Sold**

- 15.1 All Goods to be supplied by Clear-pak to the Buyer are as described on the purchase Order agreed by Clear-pak and the Buyer and the description on such purchase Order modified as so agreed prevails over all other descriptions including any specification or enquiry of the Buyer.
- 15.2 Where the Buyer approves any artwork or proofs submitted by Clear-pak, Clear-pak will not be liable for any errors or inaccuracies subsequently discovered in the Goods or any work performed or produced by the Company in the course of producing the Goods.

**16. Cancellation**

Any Order may only be cancelled by mutual agreement and in the event of the cancellation of an Order the Buyer undertakes to reimburse and indemnify Clear-pak for any costs expenses or charges incurred by Clear-pak in preparation for and in execution of an Order which, without limiting the generality of the foregoing, shall include an amount equal to fifty per cent (50%) of the net profit of the Order had the Order not been cancelled. The Buyer acknowledges that such amount represents a genuine pre-estimate of Clear-pak's loss in respect of a cancelled order.

**17. Intellectual Property**

- 17.1 All right, title and interest in and to any Goods or materials in which copyright or other intellectual property rights exist created by Clear-pak for or supplied by Clear-pak to the Buyer shall, vest absolutely in and remain the sole property of Clear-pak.
- 17.2 The supply of Goods shall imply a licence to the Buyer to use the intellect property referred to in clause 17.1 herein but for no other purposes.
- 17.3 The Buyer undertakes not to utilise, copy, reproduce or disclose or permit others to utilise, copy, reproduce or disclose any such intellectual property without the prior written consent of Clear-pak.

**18. Confidentiality**

- 18.1 The Buyer agrees not to disclose any Confidential Information to any person except with the consent of Clear-pak and in particular the Buyer acknowledges that all dies, designs, sketches, photographs, plates, standing matter, blocks and engravings which are submitted to the Buyer by Clear-pak are done so in confidence and shall remain the property of Clear-pak notwithstanding that a charge is made for their use, maintenance and storage.
- 18.2 For the purposes of this clause 18.1 the term "Confidential Information" means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the parties or any associated persons before, on or after the date of these conditions relating to the business, technology or other affairs of Clear-pak.

**19. Premises and Storage**

- 19.1 Clear-pak reserves the right to make a reasonable charge for storage if delivery instructions are not provided by the Buyer within fourteen (14) days of a request by Clear-pak for such instructions. The parties agree that Clear-pak may charge for storage from the first day after Clear-pak requests the Buyer to provide delivery instructions.
- 19.2 In respect of any work done other than at Clear-pak's premises it shall be the duty of the Buyer to ensure that the conditions under which the work is to be performed, the layout, means of access, accessibility of the different parts of the subject matter being worked on or handled and other material circumstances shall be suitable to Clear-pak failing which Clear-pak shall be entitled to charge a reasonable increase in price having regard to the prevailing circumstances.

**20. Guarantee and Limitation of Liability**

- 20.1 Clear-pak's liability for Goods manufactured by it is limited to making good any defects by repairing the defects or at Clear-pak's option by replacement, so long as:
- a. the Buyer has inspected the Goods immediately on their arrival and has, within seven (7) days from such arrival, given written notice to Clear-pak at Factory 1, 64-66 Abbott Road, Hallam, Victoria, 3803 with the relevant tax invoice number and purchase order details disclosing the purchase date of any matter or thing by reason whereof the Buyer alleges that the Goods are not in accordance with the agreement for supply of Goods by Clear-pak to the Buyer;

- b. defects or damage have arisen solely from faulty materials or workmanship and not from misuse, neglect, error, electrical or other overload, unsuitable lubricant, improper installation, repair, alteration or accident;
  - c. the Goods have not received maltreatment, inattention or interference;
  - d. accessories of any kind used by the Buyer are manufactured by or approved by Clear-pak;
  - e. the seals of any kind on the Goods remain unbroken; and
  - f. the Buyer is responsible for any expenses associated with making a claim under this clause 20.
- 20.2 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The warranty in this clause 20 is offered in addition to any other rights and remedies you may have under law which we cannot exclude.
- 20.3 If the Goods are not manufactured by Clear-pak the guarantee of the manufacturer of those Goods is accepted by the Buyer and is the only guarantee given to the Buyer in respect of the Goods. Clear-pak agrees to assign to the Buyer on request made by the Buyer the benefit of any warranty or entitlement to the Goods that the manufacturer has granted to Clear-pak under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.
- 20.4 Clear-pak is not liable for and the Buyer releases Clear-pak from any claims in respect of:
- a. faulty or defective design of any Goods supplied unless such design has been wholly prepared by Clear-pak and the responsibility for any claim has been specifically accepted by Clear-pak in writing. In any event Clear-pak's liability under this paragraph is limited strictly to the replacement of defective parts in accordance with clause 20.1 of these conditions;
  - b. transport, installation, removal, labour or other costs;
  - c. modifications or changes to the Goods not authorised in writing by Clear-pak or any other unauthorised act by the Buyer or a third party;
  - d. technical advice or assistance given or tendered by it to the Buyer whether or not in connection with the manufacture, construction or supply of Goods for or to the Buyer.
- 20.5 To the maximum extent permitted by law, Clear-pak hereby excludes all conditions, warranties, guarantees, terms and obligations expressed or implied by law in connection with these Terms & Conditions, or any Goods obtained under them.
- 20.6 To the extent permitted by law, Clear-pak is not liable to the Buyer or any other person for any loss or claim of any kind in connection with these Terms & Conditions, or any Goods obtained under them, except to the extent caused directly by Clear-pak's negligence or wilful misconduct.
- 20.7 In respect of any warranties, guarantees or terms which cannot be excluded (**Non Excludable Terms**), to the extent to which Clear-pak is entitled to do so, our liability under the Non Excludable Terms will be limited at our option to:
- a. In the case of Goods:
    - (i) the replacement of the Goods or the supply of equivalent goods; or
    - (ii) the repair of the Goods; or
    - (iii) the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
    - (iv) the payment of the cost of having the Goods repaired.
  - b. In the case of Services:
    - (i) The supplying of the services again; or
    - (ii) The payment of the cost of having the services supplied again.
- 20.8 To the fullest extent permitted by law, except as provided under the Australian Consumer Law, Clear-pak will be under no liability to the Buyer or any third party in any circumstances for any indirect, special or consequential loss or damage, including but not limited to loss of revenue, loss of production, loss of product, loss of contract or loss of profit howsoever arising and whether in an action in contract, tort, in equity, under statute, or on any other basis.
- 20.9 Except as otherwise provided in the Australian Consumer Law, Clear-pak will not be liable to the Buyer for any Loss or Claim, howsoever caused, of any Buyer property supplied to Clear-pak or for

any Loss or Claim of any Buyer property unless the loss or damage has been caused by the failure of Clear-pak to exercise due care and skill in handling or storing such property.

- 20.10 The Buyer acknowledges that neither Clear-pak or any person acting on behalf of Clear-pak has made any representations or given any promise or undertaking in relation to the quality of the Goods or their fitness for usage or for any particular purpose.

**21. Title and PPSA**

- 21.1 The Buyer acknowledges and agrees that:
- a. title in the Goods shall not pass to the Purchaser until full payment in cleared funds of all monies owed to Clear-Pak for the Goods and all other monies owed to Clear-pak by the Buyer;
  - b. until the Goods are paid for in full, the Buyer must not:
    - (i) either sell the Goods other than in the ordinary course of its business, in which case the Buyer grants to Clear-pak a security interest in every payment to the Buyer in relation to the Goods; and
    - (ii) sell, assign, charge or otherwise encumber or grant any interest over any debts and other obligations which any third party may owe to the Buyer as a result of the use or resale of the Goods;
  - c. these Terms & Conditions and any contract between the Buyer and Clear-pak creates a security interest in all present and after acquired Goods and any proceeds as security for the Buyer's obligations to Clear-pak for the purposes of the PPSA;
  - d. Clear-pak is a secured party in relation to the Goods and any proceeds of the Goods, and is entitled to register its interest on the register as a security interest and if applicable, a purchase money security interest; and
  - e. the Buyer undertakes to:
    - (i) take all steps requested by Clear-pak to ensure its security interest in the Goods and the proceeds is enforceable, and to perfect, or better secure the position of Clear-pak;
    - (ii) indemnify, and upon demand, reimburse Clear-pak for all expenses incurred in registering a financing statement or financing charge statement on the PPSA Register;
    - (iii) give Clear-pak not less than SEVEN (7) days' prior written notice of any proposed change in the Buyer's name and/or any other change in the Buyer's details.
- 21.2 The buyer waives any rights to receive any verification statement or other notice required to be issued under the PPSA
- 21.3 If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising in connection with these Terms & Conditions the Buyer agrees the following provisions of the PPSA will not apply:
- a. section 95 (notice of removal of accession);
  - b. section 96 (when a person with an interest in the whole may retain an accession);
  - c. section 117 (obligations secured by interests in personal property and land);
  - d. section 118 (enforcing security interests in accordance with land law decisions);
  - e. subsection 121(4) (enforcement of liquid assets – notice to grantor);
  - f. section 125 (obligation to dispose of or retain collateral);
  - g. section 130 (notice of disposal);
  - h. paragraph 132(3)(d) (contents of statement of account after disposal);
  - i. subsection 132(4) (statement of account if no disposal);
  - j. section 135 (notice of retention);
  - k. section 142 (redemption of collateral); and
  - l. section 143 (reinstatement of security agreement)
- 21.4 If section 116(2) of the PPSA applies, section 132 of the PPSA will not apply to the maximum extent it is possible to exclude it under section 115(7) of the PPSA.
- 21.5 The Buyer and any guarantor irrevocably authorise Clear-pak to obtain from the register under the PPSA, if the Buyer or any guarantor is an individual, disclosure of any registration in which the

individual is registered as a grantor or a secured party and any other searches which may be permitted by section 172 of the PPSA.

- 21.6 The Buyer consents to Clear-pak effecting registration on the register under the PPSA in any manner Clear-pak considers appropriate in relation to any security interest in the Goods arising under or in connection with or contemplated by these Terms & Conditions.
- 21.7 The Buyer grants to Clear-pak an irrevocable license to enter the Buyer's premises (exercisable upon any event of default by the Buyer) and repossess and remove all Goods on the premises. The Buyer agrees that Clear-pak will not be liable for any loss or claim as a result of such action.

**22. Risk**

Unless otherwise agreed in writing all Goods shall be at the Buyer's risk upon delivery to the Buyer, its carrier or agent.

**23. Buyer's Property**

Any property of the Buyer under Clear-pak's possession, custody or control is completely at the Buyer's risk as regards loss or damage caused to the property or by it.

**24. Insolvency or Default by Buyer**

If any of the following events occur then Clear-pak may, without prejudice to any other remedy that may be available to Clear-pak, at its option withhold further deliveries or cancel any agreement between Clear-pak and the Buyer:

- 24.1 the Buyer makes default in any payment due to Clear-pak or in the performance and observance of any term or condition set out herein;
- 24.2 an application is made to a court for an order against the Buyer (and is not stayed, withdrawn or dismissed within seven days) or an order is made that the Buyer be wound up; or
- 24.3 an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Buyer, (and is not stayed, withdrawn or dismissed within seven days) or one of them is appointed, whether or not under an order; or
- 24.4 except to reconstruct or amalgamate while solvent, the Buyer enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them; or
- 24.5 the Buyer resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent, or is otherwise wound up or dissolved; or
- 24.6 the Buyer is or states that it is insolvent; or
- 24.7 as a result of the operation of section 459F(1) of the *Corporations Act 2001*, the Buyer is taken to have failed to comply with a statutory demand; or
- 24.8 the Buyer is or makes a statement from which it may be reasonably deduced that it is the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001*; or
- 24.9 the Buyer takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to the Buyer; or
- 24.10 anything analogous or having a substantially similar effect to any of the events specified above happens with respect to the Buyer under the law of any applicable jurisdiction.

**25. Force Majeure**

If for any reason beyond Clear-pak's control (including without limitation as a result of any strike, war, terrorist attack, trade dispute, fire, tempest, theft or breakdown), an Order cannot be delivered at the time stipulated by the Buyer, Clear-pak shall be entitled to cancel the Order and the Buyer shall not have any claim against Clear-pak for loss, damages, costs or expenses arising out of such cancellation. The cancellation of any Order is without prejudice to Clear-pak's rights to recover all sums owing to Clear-pak in respect of deliveries made or Goods provided prior to the date of such cancellation.

**26. Waiver**

- 26.1 A provision of or a right created under these conditions in favour of Clear-pak may not be waived or varied except in writing, signed by Clear-pak.
- 26.2 Failure by Clear-pak to insist upon strict performance of any of these Terms & Conditions shall not be deemed a waiver thereof or of any rights Clear-pak may have and shall not, and no shall any express waiver, be deemed to be a waiver of any subsequent breach of any term or condition.

**27. GST**

27.1 Unless otherwise stated the price for Goods does not include GST and the Buyer must pay to Clear-pak any GST payable by Clear-pak in relation to any Taxable Supply by Clear-pak to the Buyer including without limitation the supply of the Goods and any other Taxable Supply by Clear-pak to the Buyer. The Buyer's obligations to pay GST in relation to any Taxable Supply by Clear-pak to the Buyer shall arise on delivery to it by Clear-pak of a Tax Invoice in respect of the Taxable Supply.

27.2 For the purposes of this clause 27, the terms "GST", "Supply", "Taxable Supply", "Tax Invoice", have the same meaning as in *A New System (Goods and Services Tax) Act 1999*.

**28. Costs**

All costs and expenses incurred by Clear-pak to remedy any breach by the Buyer of these Terms & Conditions shall be recoverable from the Buyer in addition and without prejudice to Clear-pak's right to damages for breach of these Terms & Conditions.

**29. Applicable Law**

29.1 The law in force from time to time in the state of Victoria will govern this contract.

29.2 The parties submit all disputes arising between them to the courts of Victoria.

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