Conditions of Sale

1. Interpretation

1.1 Where commencing with a capital letter in these conditions unless the context otherwise indicates:

a.) "Design Specification" means the document setting out the interpretation of the design and fabrication/construction requirements as agreed between Scissors Paper Block and the Purchaser;

b.) "Goods" means all and each of the patterns of the type and quantity described and indicated in the Design Specification signed by the Purchaser;

c.) "Price" means the sum payable by the Purchaser to Scissors Paper Block as determined according to clause herein;

d.) "Purchaser" means .....Pty Ltd (Delete if N/A) of..... .....(address) ..... ACN/ABN

e.) "SPB" means Chelsea McBey ABN: 29 854 500 918 trading as Scissors Paper Block;

f.) "Services" means the pattern making and/or grading services described and indicated in the Design Specification signed by the Purchaser, or alternatively, the pattern making and/or grading services required to be performed by Scissors Paper Block to produce the Goods;

2. Performance

2.1 In consideration of the payment of the Price by the Purchaser, SPB hereby agrees to perform the Services and provide the Goods within a reasonable time having regard to the complexity of the project, and the Purchaser agrees to purchase the Services and the Goods, subject to the following conditions.

2.2 SPB reserves its rights to not perform work until the Design Specification is signed by or on behalf of the Purchaser or detailed written instructions are provided by the Purchaser to, and accepted by, SPB. In the case of written instructions being accepted by SPB, the interpretation of this agreement shall be amended so that where reference is made to the Design Specification herein, it shall be taken that the reference is in fact to the accepted written instructions.

3. Price

3.1 All pattern making Services are charged at the rate of $48.00 plus GST for time spent by SPB during normal business hours (Monday to Friday 9.00am to 5.00pm) in performing the Services. Parts of an hour are to be charged on a pro rata basis, rounded to the nearest six (6) minutes in favour of SPB.

3.2 All grading Services are charged at the rate of $45.00 plus GST for time spent by SPB during normal business hours in performing the Services. Parts of an hour are to be charged on a pro rate basis, rounded to the nearest six (6) minutes in favour of SPB.

3.3 In the event that SPB is required to attend to alterations, fittings or consultations or any other matter relating to the performance of the Services, the Purchaser is to provide written notice to SPB and such time shall be charged by SPB at the rate of $48.00 plus GST for each hour of time spent by SPB during normal business hours. Parts of an hour are to be charged on a pro rate basis, rounded to the nearest six (6) minutes in favour of SPB. Any services not contemplated by the Design Specification which the Purchaser subsequently requests SPB to perform shall be charged in accordance with this clause 3.3.

3.4 In the event that the Purchaser requires Services to be performed by SPB outside of normal business hours, the Purchaser shall be liable to pay in addition to the hourly rate, an additional 50%.

3.5 It is an essential term of this agreement that the Purchaser makes payment for the Goods and Services upon delivery of the Goods to the Purchaser and service of a tax invoice. In limited circumstances, SPB may agree to permit payment terms of seven (7) days following service of a tax invoice, however any such terms must be requested in writing by the Purchaser prior to delivery of the Goods and SPB may refuse any such request at its absolute discretion.

3.6 Interest shall be charged on any amounts outstanding where the Purchaser defaults in payment of the Price. Interest shall accrue on the unpaid balance from the due date indicated on any invoice submitted to the Purchaser by SPB at the rate of ten (10) per centum per annum and shall continue to accrue until payment of the outstanding balance and interest charged to that date.

3.7 The Purchaser agrees to pay any interest charged in accordance with clause 3.6 above, and agrees that the rate of interest therein is reasonable.

4. Ownership of Goods

4.1 The Goods shall remain the property of SPB until the Purchaser makes final payment of the Price for the Goods and the Services. The Goods are subject to a charge for payment of the Price until payment of the Price is made. The Purchaser may not use, deal with, convert or interfere with the Goods whilst subject to the charge.

4.2 In the event that the Purchaser defaults in the payment of the Price, SPB (and its agents) shall be entitled, without notice to enter the premises occupied by the Purchaser (or the premises of any associated person, company or agent where the Goods are located) in order to retake possession of the Goods, wherever they may be.

4.3 The Purchaser acknowledges that SPB and its agents shall not be liable for trespass or any costs, damages, losses or other expenses suffered by the Purchaser or any third party as a result of enforcement of clause 4.2 above.

5. Quality

5.1 All Goods supplied by SPB are to be sampled by the Purchaser in a fabric, which is not the intended final fabric, to ensure that the Goods are fit for the purpose and are of merchantable quality. In the event that the Purchaser fails to sample the Goods in the manner specified by this clause, it shall be implied that the Goods are fit for the purpose and are of merchantable quality, and SPB shall bear no liability for any loss, damage or costs resulting from the Purchaser's use of the Goods.

5.2 The Purchaser must communicate any issues relating to the quality of the Goods to SPB by written notice within 7 days of delivery of the Goods. Any such notice must provide sufficient particulars of the alleged defects, and provide SPB with a reasonable time to rectify the defects. In the event that the Purchaser fails to provide the notice contemplated by this clause in the time and manner described herein, the Goods shall be deemed to be fit for the purpose and of merchantable quality.

6. Corporation Purchaser

6.1 Where the Purchaser is a corporation as defined by the Corporations Act 2001 (Cth) or any succeeding statute regulating corporations in New South Wales, the obligations of the Purchaser under this agreement are deemed to be obligations of each of the officers of the Purchaser and may be enforced by SPB against the officers of the Purchaser. In further consideration of Scissors Paper Block performing the Services and supplying the Goods to the Purchaser, the officers of the Purchaser agree to personally guarantee the obligations of the Purchaser under this agreement.

Acceptance of Terms and Conditions

The Purchaser by execution herein accepts the above terms and conditions.

_____ _____

Proprietor/Director(delete one) Director

Dated: / /

SPB by execution herein accepts the above terms and conditions.

_____

Scissors Paper Block

Dated: / /