

1. DEFINITIONS

- a. 'First Stage' means First Stage Pty Ltd t/as First Stage Service and Training (ACN 615 425 217);
- b. 'Contract' means a contract formed between First Stage and the Customer in accordance with clause 3 of these Terms and Conditions;
 - i. 'the Customer' means the person, firm or company purchasing Goods;
 - ii. 'Goods' means the Goods listed on the face of an Order or otherwise ordered by the Customer for supply by First Stage;
 - iii. 'the Purchase Price' means the price for the Goods ordered determined in accordance with these Terms and Conditions; and
 - iv. 'Order' means an order for Goods placed or service request completed by or on behalf of the Customer in accordance with these Terms and Conditions.

2. PRICE AND VARIATION

- a. Unless otherwise agreed by First Stage in writing the Purchase Price payable for Goods is the amount calculated by reference to First Stage current price list issued from time to time or when First Stage provides a written quotation, the amount quoted to the Customer, plus in all cases any GST and the cost of delivering the Goods to the Customer. First Stage may offer Customers settlement discounts, rebates or volume incentives in its absolute discretion.
- b. First Stage may alter the amount invoiced to the Customer to take account of:
- c. Correction of errors or omissions on the part of First Stage or any of its representatives; or
- d. The imposition of any increase in any government, statutory or other like charges or taxes, including customs or import duties, which occurs after First Stage has quoted a price or accepts an Order which increases the cost to First Stage of the Goods, and the customer shall pay the amount of the amended invoice to First Stage.
- e. First Stage may vary these Terms and Conditions by written or electronic notice to the
- f. Customer and the Terms and Conditions as varied will come into effect on the Customer placing an order for Goods following the date being 30 days from the date of First Stage's notice.

3. FORMATION AND SCOPE OF CONTRACT

- a. An Order may be made by the Customer either:
 - i. Approval of a First Stage quote in writing via an email; or
 - ii. By sending to First Stage by email an order form in respect of the Goods duly signed by or on behalf of the Customer; or
 - iii. By ordering online via the First Stage website purchasing system
- b. A contract shall be formed upon First Stage accepting an Order made by the Customer by
- c. despatching acceptance to the Customer either by email or, at First Stage's option, commencing delivery of the Goods.
- d. These Terms and Conditions and the order constitute the entire agreement between First Stage and the Customer for the supply of the Goods the subject of the Order.
- e. First Stage shall not be concerned to enquire as to the powers or authority of any officer or other person purporting to act on behalf of the Customer and no objections may be taken by the Customer with regard to the liability of the Customer payment of the Purchase Price on the ground that any such officer or person acted outside his or her authority in ordering Goods.

4. PAYMENT

- a. The Purchase Price must be paid to First Stage to the bank account specified by First Stage from time to time or as otherwise requested by First Stage from time to time. Payment by Mastercard or Visa may incur an additional fee as prescribed by First Stage from time to time.
- b. An invoice will be issued to the Customer when the Goods are delivered.
- c. Payment Terms vary from customers to customer, either with order, COD, or extended account of 7 Days, or 30 days (account applications are required with any extended term account)
- d. A statement listing all the extended Customer's purchases during the agreed term will be despatched to the Customer on the first business day of each month and the Customer must pay the nett Purchase Price as per the statement, no later than 7 days of the following the statement.
- e. Interest at a rate of 10.0% per month shall accrue from day to day on the amount of the Purchase Price remaining unpaid and shall be payable on demand if the Purchase Price is not paid in full in accordance with clause 4.c.

- f. First Stage may refuse to supply Goods to the Customer if the Terms of Payment are not strictly adhered to by the Customer.

5. DELIVERY

- a. First Stage will deliver the Goods to the Customer at the address nominated by the
- b. Customer at the Customer's cost.
- c. First Stage will be deemed to have delivered the Goods when it obtains from any one
- d. person at the delivery address a receipt or signed delivery docket.
- e. First Stage shall be entitled to charge for and recover from the Customer on demand all
- f. costs or loss occasioned by failure of the Customer to take delivery of Goods including the costs of returning the Goods to store.

6. DELAY

- a. Any times given for delivery of Goods are approximate and for guidance only and the
- b. Customer is not entitled to cancel an Order consequent on late delivery.
- c. First Stage shall not be liable for any cost or loss occasioned to the Purchaser (including
- d. any consequential loss or loss of profits), consequent on delay in supply of Goods howsoever caused, and First Stage shall in no way be liable for failure to supply Goods or any or any alterations to the specification of the Goods between the time the Goods were ordered and delivered.

7. TITLE AND RISK

- a. Risk in the Goods shall pass to the Customer at the address nominated by the
- b. Customer at the Customer's cost irrespective of the time when risk in the goods passes:
- c. Property and title in the Goods remains with First Stage until the Customer has paid the Purchase Price in full and has paid in full for all other Goods supplied by First Stage to the Customer or until the Customer has sold the goods in ordinary course of business and on a bona fide arm's length basis;
- d. Until property and title passes to the Customer, the Customer shall retain the Goods at premises owned or leased by it and store them in a manner which readily identifies the Goods as First Stage's property;
- e. If the Customer defaults in payment of any part of the Purchase Price or is otherwise in default under any other contract with First Stage, First Stage and its employees and agents have the right to enter the Customer's premises, or any other premises where the Goods were known or suspected to be stored, to repossess the Goods, and for this purpose the Customer shall grant or procure all necessary access for First Stage and First Stage should be entitled to do all things required to secure repossession. Upon repossession of any of the Goods, First Stage shall be entitled to re-sell the Goods to any third party. First Stage shall not be liable to the Customer for any loss occasioned by repossession or re-sale of the Goods; and
- f. If the Customer sells the Goods prior to paying First Stage in full for the Goods, the Customer shall hold so much of the debt representing the proceeds of sale of the Goods as equal to the amount owing to First Stage on trust for First Stage until the Customer has paid for the Goods.
- g. First Stage shall be entitled to charge for and recover from the Customer on demand all
- h. costs or losses incurred by First Stage in exercising any of its rights under clause 7.2 including any legal costs on solicitor and own client basis.

8. CUSTOMER'S REPRESENTATIONS AND ACKNOWLEDGEMENT

- a. The Customer must specifically request in writing any alteration the Customer requires to First Stage's standard specifications for Goods at the time an Order is placed, failing which it must accept Goods within First Stage's standard specifications.
- b. The customer warrants that it purchases the Goods for retail re-sale or for use as sporting equipment and for no other purpose.
- c. The Customer warrants that it is able to pay all debts as and when they become due and payable.

9. LIABILITIES AND WARRANTIES

- a. First Stage warrants that the Goods and Workmanship of repairs.
- b. If the Customer is a consumer for the purposes of Australian Consumer Law:
- c. the Goods come with guarantees which cannot be excluded under the Australian Consumer Law;
- d. First Stage's liability for breach of any guarantee under the Australia Consumer Law is limited to one of the following at the election of First Stage:
 - i. Replacement of the Goods or supply of equivalent Goods;
 - ii. Repair of the Goods;
 - iii. Payment of the cost of replacing the Goods or acquiring equivalent Goods; or

- iv. Payment of the cost of having the Good repaired,
- e. unless the Goods are a kind of ordinarily acquired for personal, domestic or household use or
- f. consumption; and First Stage excludes any warranties which would otherwise be implied by law to the fullest extent permitted by law.
- g. If the Customer is not a consumer for the purposes of the Australian Consumer Law then save as
- h. expressly set out herein First Stage makes no warranty as to the quality of the Goods or the suitability of the Goods for the Customer's purposes and excludes any warranties which would otherwise be implied by law to the fullest extent permitted by law.

10. CUSTOMERS DEFAULT

- a. If the Customer:
 - i. Fails to make any payment due under a contract or commits any other breach of any of the
 - ii. Customer's obligations under a contract;
 - iii. Suffers execution under a judgement; or
 - iv. Commits an act of bankruptcy or makes any composition or arrangement with any creditor or, being a company, passes resolution for winding up or has a receiver, mortgagee in possession, provisional liquidator, administrator or controller appointment over any of its property, or has a winding up petition presented against it or is placed under official management,
- b. First Stage (in addition to any other remedies it may have) may treat any contract with the Customer as terminated and any part of the Purchase Price then unpaid, together with any other monies owing by the Customer to First Stage, whether or not due, shall forthwith become due and payable.
- c. Any such termination shall be without prejudice to any claim or rights First Stage may otherwise possess.

11. RETURNS

- a. Any claim by the Customer for short delivery of Goods must be notified to First Stage within 5 business days of delivery. Any such claim that the Customer does not notify within this time (time being of the essence) shall be deemed to be absolutely waived.
- b. The Customer agrees to obtain an authorisation number (RA) from First Stage prior to returning any Goods that are claimed to be defective or in respect of which the Customer otherwise seeks credit.
- c. First Stage will pay freight on returns for defective Goods or Goods delivered in error only when First Stage's nominated courier is used. Freight for any other returns approved by First Stage will be to the Customer's account with tracking required to ensure receipt. First Stage will accept no responsibility for Goods not received.
- d. All Goods returned by the Customer to First Stage for claim shall be inspected by First Stage as soon as reasonably convenient. Acceptance for inspection or the issue of an authorisation number will not be evidence that First Stage admits any claim made by the Customer.
- e. If First Stage, in its absolute discretion, agrees to issue a credit to the Customer in respect of Goods or services returned which are not defective and which were not delivered in error by First Stage, then:
 - i. First Stage will charge the Customer a processing fee, being 10% of the current list price of the Goods returned; and
 - ii. First Stage will issue a credit at the lesser of the then current list price or the relevant invoice price in respect to the Goods returned (nett of the processing fee).
- f. The Customer acknowledges that First Stage shall not be under any liability to issue credit on any Goods that have been damaged, altered or defaced in any way, or upon which any additional operations have been performed after leaving the possession of First Stage.

12. WAIVER AND SEVERANCE

The failure by First Stage to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect First Stage's right to subsequently enforce that provision. If any provision of these Terms and Conditions is invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.