

TERMS AND CONDITIONS FOR SALE OF GOODS

1. Definitions

Unless the context otherwise requires, the following definitions shall apply to these terms and conditions:

"Company" – shall mean, as applicable, Skellerup Footwear USA or Conewango Products Corp.

"Buyer" the purchaser of the goods from the Company.

"Goods" means those goods supplied to the Buyer.

2. Supply

2.1 The goods will be supplied to the Buyer on these terms and conditions unless the Company agrees in writing to change them.

2.2 The Company will not be bound by any conditions included in the Buyer's order unless it accepts them in writing.

3. Price

3.1 The price for the goods shall be the price agreed between the Company and the Buyer at the date of the order or if no such agreement is made then the current wholesale price charged by the Company at the date of delivery. The price does not include charges for freight, taxes, insurance or duties unless otherwise agreed between the Company and the Buyer.

3.2 Any price agreed between the Company and the Buyer at the date of the order may be varied if wages, salaries, cost of materials, freight rates, taxes, government charges, insurance rates, duty and or exchange rates are increased between the date of the order and the date of delivery.

4. Payment

4.1 The Buyer shall pay for the goods no later than 30 days following date of invoice.

4.2 Payment by check, bill of exchange, or other negotiable instrument will not be considered as payment until actually paid or honored.

4.3 The Buyer shall pay the price in full and shall have no right to set off against the price any claims which the Buyer might have against the Company.

4.4 The price shall become immediately payable regardless of the terms of payment and the Company may take immediate action to recover the price including any legal or collecting costs if the Buyer is in default under this Agreement, commits an act of bankruptcy or goes into liquidation or receivership or enters into a creditors composition or has its credit standing impaired in any other way.

4.5 In the event of sequential contracts or deliveries of goods, money paid by the Buyer to the Company will be applied by the Company to the latest-in-time delivery or contract that is unpaid or has a portion unpaid for the purposes of determining the continued existence of purchased money security interests taken by the Company with respect to particular deliveries or goods.

5. Delivery

5.1 Delivery shall be made to the Buyer when the goods are first dispatched from the Company's premises unless agreed otherwise between the parties.

5.2 The Company will do all in its power to see that deliveries are maintained according to schedule but any period or dates quoted for delivery are to be regarded as approximate only.

5.3 Goods may be delivered in installments and each delivery shall be regarded as a separate contract.

5.4 The Company may stop future deliveries until the Buyer has paid for all previous deliveries.

5.5 If the Company is unable to deliver the goods because of any cause beyond its control it may suspend delivery or cancel the Buyer's order without incurring any liability for loss or damage suffered by the Buyer. The Buyer shall not cancel or refuse delivery of any suspended order.

6. Ownership

6.1 Ownership of the goods shall not pass to the Buyer and any proceeds of sale of the goods shall belong to the Company until the Buyer has paid for the goods in full.

7. Risk

7.1 The risk in the goods shall pass to the Buyer upon delivery even though ownership of the goods may not have passed to the Buyer.

8. Description

8.1 The Buyer shall rely upon its own judgment as to the nature, quality and condition of the goods and their suitability for any purpose and not upon any representation made by the Company.

8.2 Any description of the goods given by the Company shall not constitute a sale by description.

8.2 An inspection by the Buyer of a sample of the goods shall not constitute a sale by sample.

9. Supply for Business Purposes

9.1 Where the Buyer purchases the goods for business purposes, any applicable statute protecting consumers in general shall not apply to the supply of goods by the Company.

10. Warranties and Conditions

10.1 The Company specifically excludes any warranty expressed or implied of merchantability or fitness for a particular purpose.

10.2 All representations or terms (including any condition or warranty expressed or implied by law, statute or otherwise) not expressly included in these terms and conditions are hereby expressly excluded.

10.3 The Company's liability arising from any of these terms and conditions or a breach of them or for any misrepresentation shall be limited to the price of the goods or the actual loss or damage suffered which ever shall be the lesser.

10.4 Under no circumstances will the Company be liable for indirect or consequential loss of any kind whatsoever.

10.5 The Buyer agrees to indemnify and keep indemnified the Company from and against all costs, damages and expenses incurred by or recovered against the Company in respect of any claim for infringement of any letters patent of registered design where the Company has used them on the Buyer's instructions.

11. Damage or Loss in Transit

11.1 The Company will arrange the freight of the goods if requested by the Buyer in which case the Company shall insure the goods and charge the cost of the freight and the insurance to the Buyer. If the goods are damaged, lost or destroyed in the transit the Buyer shall make a claim against the insurer and in doing so shall comply with the insurer's requirements with regard to the claim.

12. Cancellation

12.1 The Buyer shall not be entitled to cancel any order or any part of an order without the written consent of the Company and then only if it agrees to reimburse the Company for all costs (including the costs of reallocating labor and materials and tooling costs) directly or indirectly incurred by the Company to the date of cancellation.

12.2 The Company shall be entitled to cancel any order if:

- (a) The Buyer being a company or body corporate shall go into liquidation, receivership, bankruptcy, or being a person shall become bankrupt, or if the Company or the Buyer is refused any requisite export or import permits in respect of the goods.

13. Enforceability

13.1 Each provision of these terms and conditions is severable in whole or in part and if any provision is held to be illegal or unenforceable for any reason, only the illegal or unenforceable portion shall be affected and the remainder shall remain in full force and effect.

14. Industrial Property Rights

14.1 Notwithstanding the Company has a right to charge a fee for development costs, and unless there is an express written term to the contrary, the property in all designs, sketches, formulations and specifications and all dies, tools and other manufacturing items shall be and remain that of the Company.

15. Privacy Act

15.1 The Company is committed to safeguarding the privacy of its customers. However, in the course of the Company's business relationship with a Buyer, the Company may obtain or collect information about the Buyer, including, but not limited to, financial or account information, personal identification and address information, and information concerning the Buyer's credit history.

15.2 The Buyer agrees and consents to the Company's use of any such information relating to the Buyer's identity, address information, financial information, or credit worthiness, and further agrees and consents that the Company may disclose such information to the Company's payment services provider to the extent necessary to process payment, refunds, or to address any inquiries from the Buyer, and may disclose such information to any credit reporting or debt collection agency for credit assessment and/or debt collection purposes.

15.3 The Buyer must notify the Company of any change in circumstances that may affect the accuracy of information provided by the Buyer to the Company.

15.4 The Buyer may have certain rights under various applicable privacy acts, including the right to access any such information, to request the Company to correct any inaccurate information, and to request that the Company dispose of such information.