



SPORTS IMAGE PRODUCT GUIDE 2025

KGB - IVY - WAVELENGTH - SANDS - SKITECH



SPORTS IMAGE

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CONTROL



STORY:

It doesn't get any better than the KGB Control vest. Made from our softest super-stretch neoprene and lightweight foam, you have never felt form-fitting comfort like you do when you zip up the Control. The thinnest buoyancy, elastic webbing belt, and internal/external segmentation make this vest the most technical design on the market.

DETAILS:

PRICE - \$259.99
SIZE - XS - 4XL



FEATURES:

-  4 Way-Stretch Neoprene
-  Internal and External Segmentation
-  Lightweight Ultra-Soft Foam
-  Elastic Webbing Belt
-  L50s Standards Approved

STASH



STORY:

Fully featured and with an overdose of style, the Stash is the perfect vest for everything you do out on the water.... riding at the cable, chasing buoys through the course, surfing on the lake, or running through the waterpark. Our softest super-stretch neoprene and our thinnest lightweight foam provide you with the best form-fitting vest on the market.





DETAILS:

PRICE - \$249.99

SIZE - XS - 4XL



FEATURES:

-  4 Way-Stretch Neoprene
-  Internal and External Segmentation
-  Lightweight Ultra-Soft Foam
-  L50s Standards Approved

SELECT



STORY:

A design that delivers premium features and maximum mobility in a timeless style. This staple in the KGB range comes fully featured with high-stretch neoprene, lightweight foam, and both internal and external segments, making this vest our most versatile, comfortable, and flexible design.





DETAILS:

PRICE - \$229.99

SIZE - XS - 4XL



FEATURES:

-  2 Way-Stretch Neoprene
-  Internal and External Segmentation
-  Lightweight Ultra-Soft Foam
-  L50s Standards Approved

CAPITAL

NEW FOR 2025



STORY:

The Capital is on-the-money with everything you can expect from a high-performance life vest. Featuring a lightweight and comfortable design that you can wear all day, targeted flex zones that move with you for maximum mobility, and a clean look that delivers on style.





DETAILS:

PRICE - \$199.99

SIZE - S - 2XL



FEATURES:

-  2 Way-Stretch Neoprene
-  Internal and External Segmentation
-  Lightweight Ultra-Soft Foam
-  L50s Standards Approved

TEMPO



STORY:

Simple and straight to the point, the Tempo checks all the boxes when it comes to an approved L50s vest. Made from lightweight, breathable airprene, the Tempo is a comfortable and mobile vest that dries quickly when you are out of the water. Its everything you need to make the most of your day out on the lake.

DETAILS:

PRICE - \$179.99

SIZE - XS - 3-5XL



FEATURES:

- Eco-friendly Airprene
- Internal and External Segmentation
- Lightweight Ultra-Soft Foam
- L50s Standards Approved

TEEN STASH

NEW FOR 2025

Silicone Badge



Screened Logo



Target Flex Zones

Aquamarine

STORY:

Being a smaller version of our high-end Stash vest, this junior edition is impossible to beat when it comes to a teen vest. Our most high-performance teen design has been made from 2-way stretch neoprene and lightweight ultra-soft foam, delivering form-fitting comfort as soon as you zip it up.

DETAILS:





PRICE - \$179.99

SIZE - Y8 - Y14



Platinum

FEATURES:

-  2 Way-Stretch Neoprene
-  Internal and External Segmentation
-  Lightweight Ultra-Soft Foam
-  L50s Standards Approved

TEEN TEMPO



STORY:

The Teen Tempo is packed full of features and checks all the boxes when it comes to a junior vest design. Made from lightweight and breathable airprene, the Tempo is a flexible vest that dries quickly when you are out of the water. Everything you could ask for in a teen vest, at an affordable price.

DETAILS:

PRICE - \$149.99

SIZE - Y8 - Y14



FEATURES:

-  Eco-friendly Airprene
-  Internal and External Segmentation
-  Lightweight Ultra-Soft Foam
-  L50s Standards Approved

JUNIOR BOY'S

Woven Badge


Neoprene Seat / Safety Strap



STORY:

This KGB favourite is the only kids vest that has a side adjustment panel so it will last for years as your child grows. Made of our eco-friendly airprene, this vest is lightweight and comfortable which is key when it comes to kids wearing life vests. Our bright, sublimated graphics are easy to see in the water, and the built-in safety strap secures the vest on your child and prevents it from riding up while they are in the water or out behind the boat.

FEATURES:

-  Eco-friendly Airprene
-  Safety Strap On Smaller Sizes
-  Lightweight Ultra-Soft Foam
-  L50s Standards Approved

DETAILS:

PRICE - \$109.99 - \$119.99

SIZE - 2-3, 4-6, 8-10

JUNIOR BOY'S W/COLLAR

Safety Pillow

Woven Badge

Neoprene Seat



STORY:

This KGB favourite is the only kids vest that has a side adjustment panel so it will last for years as your child grows. Made of our eco-friendly airprene, this vest is lightweight and comfortable which is key when it comes to kids wearing life vests. Our bright, sublimated graphics are easy to see in the water, and the built-in safety seat secures the vest on your child and prevents it from riding up while they are in the water. This KGB vest even comes complete with a neoprene safety pillow for added head support and comfort for your little one.

DETAILS:

PRICE - \$99.99 - \$109.99

SIZE - 0-1, 2-3

FEATURES:



Eco-friendly Airprene



Neoprene Safety Pillow



Neoprene Seat



Lightweight Ultra-Soft Foam



L50s Standards Approved

KGB NEO SHORTS

NEW FOR 2025



STORY:

KGB Neoprene Shorts are made with 2-way stretch neoprene for a comfortable fit, and with a classic design that will never go out of style. These are a must have for your summer out at the lake.

FEATURES:



2 Way-Stretch Neoprene



2mm Neoprene



Leg Seals

DETAILS:

PRICE - \$59.99

SIZE - XS - 3XL

LENGTH - 9"

KGB JUNIOR NEO SHORTS

**STORY:**

KGB Neoprene Shorts are made with 2-way stretch neoprene for a comfortable fit, and with a classic design that will never go out of style. These are a must have for your summer out at the lake.

FEATURES:

2 Way-Stretch Neoprene



2mm Neoprene



Leg Seals

DETAILS:

PRICE - \$49.99

SIZE - Y4 - Y14

LENGTH - 6"



SIGNATURE



STORY:

The Signature vest is the best form-fitting, lightweight, high-performance vest option out there. Feel unmatched mobility and comfort thanks to our super-stretch neoprene, lightweight foam, and ultra-thin buoyancy. Featuring a tapered cut for a superior fit and a slim design.

DETAILS:

PRICE - \$249.99

SIZE - L6 - L16



FEATURES:

-  4 Way-Stretch Neoprene
-  Internal and External Segmentation
-  Lightweight Ultra-Soft Foam
-  Elastic Webbing Belt
-  L50s Standards Approved

SAVANNAH



STORY:

Bring out your wild side in the Savannah. This Ivy design features a super-stretch neoprene and ultra-thin, lightweight foam providing the best figure-hugging vest on the market. Feel ultimate freedom and mobility when wearing this vest, no matter what you are doing... surfing out behind the boat, making turns down the river, or simply soaking up the summer sun.





DETAILS:

PRICE - \$239.99

SIZE - L6 - L16



FEATURES:

-  4 Way-Stretch Neoprene
-  Internal and External Segmentation
-  Lightweight Ultra-Soft Foam
-  L50s Standards Approved

BELLA

Silicone Badge



Target Flex Zones



Acid Blue

STORY:

With its contemporary new look, the Bella vest is every bit as stylish as it is comfortable. However, this vest really excels when you hit the water with unmatched performance, mobility, and fit. Designed around a woman's physique and using soft and lightweight materials, you are guaranteed to feel snug and secure when you buckle into this hot little number.

DETAILS:

PRICE - \$229.99

SIZE - L6 - L16



Cinnamon



Midnight

FEATURES:



2 Way-Stretch Neoprene



Internal and External Segmentation



Lightweight Ultra-Soft Foam



L50s Standards Approved

NOVA

NEW FOR 2025



STORY:

The Nova offers everything you could ever want in a high-performance life vest. Featuring a lightweight and comfortable design that you can wear all day, targeted flex zones that move with you for maximum mobility, and a modern and stylish look for those who enjoy an active lifestyle.





DETAILS:

PRICE - \$199.99

SIZE - L8 - L16



FEATURES:

-  2 Way-Stretch Neoprene
-  Internal and External Segmentation
-  Lightweight Ultra-Soft Foam
-  L50s Standards Approved

CAPRI



STORY:

The Capri vest is jam-packed with features for anyone looking for safety and comfort in an eye-catching design. Constructed using our lightweight, breathable airprene this vest will dry quickly when you're out of the water. The Capri is everything you need to make the most of your day out on the lake.

DETAILS:

PRICE - \$179.99

SIZE - L6 - L16-20



FEATURES:

- Eco-friendly Airprene
- Internal and External Segmentation
- Lightweight Ultra-Soft Foam
- L50s Standards Approved

TEEN SAVANNAH

NEW FOR 2025



STORY:

Being a scaled version of our best-selling Savannah vest, this junior edition is impossible to beat when it comes to a teen vest. This fun new design is not only full of good vibes, but it also excels in performance, mobility, and fit. Our most high-performance teen girls design has been made from 2-way stretch neoprene and lightweight foam, delivering form-fitting comfort as soon as you zip up and buckle in.





DETAILS:

PRICE - \$179.99

SIZE - Y8 - Y14



FEATURES:

-  2 Way-Stretch Neoprene
-  Internal and External Segmentation
-  Lightweight Ultra-Soft Foam
-  L50s Standards Approved

TEEN CAPRI



STORY:

The Teen Capri is overloaded with features for anyone looking for safety and comfort in a cute junior design. Constructed using our lightweight, breathable airprene this vest will dry quickly when you're out of the water. Everything you could ask for in a teen vest design, and all at an affordable price.




DETAILS:

PRICE - \$149.99

SIZE - Y8 - Y14



FEATURES:

-  Eco-friendly Airprene
-  Internal and External Segmentation
-  Lightweight Ultra-Soft Foam
-  L50s Standards Approved

JUNIOR GIRL'S

Woven Badge



Neoprene Seat / Safety Strap



STORY:

Our most popular design is the only kids vest that has a side adjustment panel so it will last for years as your child grows. Made of our eco-friendly airprene, this vest is lightweight and comfortable which is key when it comes to kids wearing life vests. Our bright, sublimated graphics are easy to see in the water, and the built-in safety strap secures the vest on your child and prevents it from riding up while they are in the water or out behind the boat.

FEATURES:

-  Eco-friendly Airprene
-  Safety Strap On Smaller Sizes
-  Lightweight Ultra-Soft Foam
-  L50s Standards Approved



DETAILS:

PRICE - \$109.99 - \$119.99

SIZE - 2-3, 4-6, 8-10

JUNIOR GIRL'S W/COLLAR

Safety Pillow

Woven Badge

Neoprene Seat



STORY:

Our most popular design is the only kids vest that has a side adjustment panel so it will last for years as your child grows. Made of our eco-friendly airprene, this vest is lightweight and comfortable which is key when it comes to kids wearing life vests. Our bright, sublimated graphics are easy to see in the water, and the built-in safety seat secures the vest on your child and prevents it from riding up while they are in the water. This Ivy vest even comes complete with a neoprene safety pillow for added head support and comfort for your little one.

DETAILS:

PRICE - \$99.99 - \$109.99

SIZE - 0-1, 2-3

FEATURES:

-  Eco-friendly Airprene
-  Neoprene Safety Pillow
-  Neoprene Seat
-  Lightweight Ultra-Soft Foam
-  ISO 9001 Standards Approved

IVY NEO SHORTS

NEW FOR 2025

Draw String



Sealed Leg



Draw String



STORY:

The super-stretch neoprene in our 2.5" edition shorts offer the most flexible fit out there. These neoprene shorts will never go out of style and are a must have for your summer out at the lake.

FEATURES:



4 Way-Stretch Neoprene



1.5mm Neoprene

DETAILS:

PRICE - \$49.99

SIZE - L4 - L14

LENGTH - 2.5"

STORY:

Our classic Ivy Neoprene Shorts are made with 2-way stretch neoprene for a comfortable fit, and with a look that will never go out of style. These are a must have for your summer out at the lake.

FEATURES:



2 Way-Stretch Neoprene



2mm Neoprene



Leg Seals

DETAILS:

PRICE - \$59.99

SIZE - L4 - L16

LENGTH - 5", 7"

IVY JUNIOR NEO SHORTS



STORY:

Neoprene shorts that perfectly match your new Teen Capri vest and made with 2-way stretch neoprene for a comfortable fit. These are a must have for your summer out at the lake.

FEATURES:



2 Way-Stretch Neoprene



2mm Neoprene



Leg Seals

DETAILS:

PRICE - \$49.99

SIZE - Y4 - Y14

LENGTH - 6"



MENS BUOYANCY SUIT



Navy / Orange



Blackout

STORY:

Wavelength Buoyancy Suits feature a unique blend of lightweight, quick-dry airprene and the stretch and mobility of neoprene, making our suits a standout from any other buoyancy suits out there. Try them on and feel the difference!

DETAILS:

PRICE - \$299.99

SIZE - XS - 3XL

FEATURES:



Eco-friendly Airprene



2 Way-Stretch Neoprene



Lightweight and Comfortable



L50s Standards Approved

WOMEN'S BUOYANCY SUIT



Pink / Black



Mint / Black

STORY:

Designed around a women's physique, the Wavelength Women's Buoyancy Suits feature a unique blend of lightweight, quick-dry airprene and the stretch and mobility of neoprene. Lightweight, comfortable, and with all the mobility you need for a day on the water.

DETAILS:

PRICE - \$249.99

SIZE - L6 - L16

FEATURES:

-  Eco-friendly Airprene
-  2 Way-Stretch Neoprene
-  Lightweight and Comfortable
-  L50s Standards Approved

JUNIOR BUOYANCY SUIT



Electric Blue



Bright Red



Cotton Candy



Neon Mint

STORY:

Comfort is key when it comes to kids wearing buoyancy suits, and our suits excel in this area. Featuring a unique blend of lightweight, quick-dry airprene and the stretch and mobility of neoprene, it is hard to beat the fit and feel of Wavelength Buoyancy Suits. Try them on and feel the difference!

DETAILS:

PRICE - \$219.99

SIZE - Y6 - Y16

FEATURES:

-  Eco-friendly Airprene
-  2 Way-Stretch Neoprene
-  Lightweight and Comfortable
-  L50s Standards Approved



SANDS PRO BAREFOOT SUIT

NEW FOR 2025



Silver Paint Splatter

STORY:

The new Sands Pro Barefoot Suit offers the highest performance, form-fitting barefoot suit on the market. Manufactured using a high-density neoprene core and our lightweight ultra-soft foam, this suit will give you the most in support and a smoother glide than ever before, all while remaining more flexible and comfortable for the skier. Step up your barefoot game thanks to the targeted flex zones and cutting-edge design that is unequalled in the market. Brett Sands approved!

DETAILS:

PRICE - \$499.99

SIZE - XS - 3XL

FEATURES:

-  High-Density Neoprene Core
-  Full Body Wrap Padding
-  5mm Neoprene with 10mm Bum Pad
-  Lightweight Ultra-Soft Foam
-  L50s Standards Approved
-  Brett Sands Approved

SANDS BAREFOOT SHORTS






Black

STORY:

Sands Barefoot Shorts feature a 5mm neoprene front and 10mm padded back and are designed to be worn under your barefoot suit to give you the ultimate in protection. Anatomically shaped for a better fit, these shorts are a must-have for any serious barefooter.

FEATURES:

-  5mm Neoprene
-  10mm Bum Pad
-  Brett Sands Approved

DETAILS:

PRICE - \$119.99

SIZE - XS - 3XL

SANDS PRO-CORE MAINLINE

FEATURES:

- Spectra Fusion Mainline w/ Dyneema Core
- Snag Resistant Cover
- 19.5m (64ft) Mainline, including 2m Take-off Section
- 2m (6.5ft) Tower Ext. Leader w/ Quick Connect
- 21.5m World Approved Toe Rope
- Additional 2.9m (9.5ft) Take Off Section
- Total Length is 24.4m (80ft)
- Brett Sands Approved

DETAILS:

PRICE - \$229.99



SANDS FRONT TOE HANDLE

FEATURES:

- Made in Australia
- 15" Handle w/ Curved Bar
- 28mm Diameter Rubber Grip
- Heavy Duty Nylon Tubing
- 5ft Spectra Fusion Bridle
- Neoprene Toe Hold Harness
- 2 x 9" Foam Floats
- Brett Sands Approved

DETAILS:

PRICE - \$399.99



SANDS BAREFOOT SLALOM HANDLE

FEATURES:

- 15" Handle w/ Curved Bar
- 28mm Diameter Rubber Grip
- Heavy Duty Nylon Tubing
- 5ft Spectra Fusion Bridle
- 2 x 9" Foam Floats
- Brett Sands Approved

DETAILS:

PRICE - \$179.99



SANDS BACK TOE HANDLE

FEATURES:

- 15" Handle
- 28mm Diameter Rubber Grip
- Heavy Duty Nylon Tubing
- 5ft 60 Strand Poly-E Bridle
- Neoprene Toe Hold Harness
- 2 x 9" Foam Floats
- Brett Sands Approved

DETAILS:

PRICE - \$199.99





CKGB

EST. 2005
AUSTRALIA

KGB WAKESURF BAG

NEW FOR 2025



STORY:

Protect your surfboard with the thicker padding and extra tip and tail protection of the KGB Wakesurf Bag. This extra-wide design will fit all modern wakesurf shapes and sizes.

FEATURES:

- Fully Padded
- Added Tip and Tail Protection
- Padded Shoulder Strap
- Grab Handle

DETAILS:

PRICE - \$149.99

SIZE - Up to 5'0", Up to 5' 6"

KGB GRAB BAG

NEW FOR 2025

STORY:

This classic addition to our KGB luggage collection offers the best value for money when it comes to keeping your wakeboard safe and protected.

FEATURES:

- Padded Base
- Rubber Grab Handle

DETAILS:

PRICE - \$89.99

SIZE - Up to 130cm, Up to 136cm, Up to 148cm

600D Material



Silicone Badge

PU Leather Material

Screen Print Logo

IVY GRAB BAG

NEW FOR 2025

STORY:

This classic addition to our IVY luggage collection offers the best value for money when it comes to keeping your wakeboard safe and protected.

FEATURES:

- Padded Base
- Rubber Grab Handle

DETAILS:

PRICE - \$89.99

SIZE - Up to 130cm, Up to 136cm

600D Material



Silicone Badge

PU Leather Material

Screen Print Logo

KGB UNION KNEEBOARD BAG

NEW FOR 2025

STORY:

The Union Kneeboard Bag features a padded top and bottom, shoulder strap and rubber carry handle so you can easily transport your kneeboard to and from the river safely.

FEATURES:

- Fully Padded
- Rubber Grab Handle
- Padded Shoulder Strap

DETAILS:

PRICE - \$119.99

SIZE - OSFA



KGB RETRO KNEEBOARD BAG

NEW FOR 2025

STORY:

A lightweight and simple kneeboard bag design, that is perfect for storage or travel and offers the best value for money available.

FEATURES:

- Non-Padded
- Rubber Grab Handle

DETAILS:

PRICE - \$89.99

SIZE - OSFA



IVY RETRO KNEEBOARD BAG

NEW FOR 2025

STORY:

A lightweight and simple kneeboard bag design, that is perfect for storage or travel and offers the best value for money available.

FEATURES:

- Non-Padded
- Rubber Grab Handle

DETAILS:

PRICE - \$89.99

SIZE - OSFA

600D Material

PU Leather Material

Silicone Badge

Screen Print Logo



WAVELENGTH CALF PROTECTOR

STORY:

The Wavelength Calf protector has been made with 3mm thick neoprene to give you protection from calf burn while chasing buoys.

FEATURES:

- 2-way Stretch Neoprene
- 3mm Thickness
- Protection of calf burn

DETAILS:

PRICE - \$19.99

SIZE - S, M, L



SKITECH DELUXE SLALOM BAG

NEW FOR 2025

STORY:

An all-new padded bag that features a top zip entry and mesh drying zone. Our Deluxe Slalom Bag will easily accommodate your ski, your gloves, and any other gear you need to fit inside.

FEATURES:

- Padded Base
- Padded Shoulder Strap
- Grab Handle

DETAILS:

PRICE - \$89.99

SIZE - 63" - 65", 65" - 67", 68" - 71"

WOMEN'S SIZE: 63" - 65", 65" - 67"



Mens



Women's

SKITECH STANDARD SLALOM BAG

STORY:

A non-padded slalom bag available in two sizes to keep your ski safe and sound.

FEATURES:

- Non-Padded
- Grab Handle

DETAILS:

PRICE - \$59.99

SIZE - 65" - 67", 68" - 72"



SKITECH ADULT COMBO BAG

STORY:

Keep your combos in pristine condition and ensure years of enjoyment.

FEATURES:

- Non-Padded
- Grab Handle

DETAILS:

PRICE - \$79.99

SIZE - Up To 68"



SKITECH JUNIOR TRAINER BAG

STORY:

Keep your junior combos in pristine condition and ensure years of enjoyment for the budding skier in your family.

FEATURES:

- Non-Padded
- Grab Handle

DETAILS:

PRICE - \$59.99

SIZE - Up To 49"







2024 - 2025 Discounts and Payment Terms

Indent Order Due: **Friday 5 April 2024**

There are two discount programs available to all retailers.

The indent or buying discount is a 15% discount on standard wholesale. This discount will apply to any orders received by Friday 5th April 2024. Orders received after that date will have no buying discount applied.

The second discount is a payment discount. The rate is determined by the payment format selected. We will work with you to maximise this discount utilising one of the options discussed in Notes 1,2 and 3 below.

Discount Program	
Indent (buying) discount	15%
In-season discount	0%
Prepayment discount (refer Note 1)	15%
Payment Discount for payment by Direct Debit (note 2)	10%
Payment Discount for payment <u>not</u> by Direct Debit (note 3)	5%

Note 1 Prepayment discount

All indent orders are eligible for an additional **15%** discount for prepayment of the order.

The discount is in addition to the applicable indent discount and will be applied upon payment receipt.

Prepayment amount equal to approx 95% of the total discounted order value (after indent and payment discount).

Approximate payment amounts will be advised once your order is processed.

Prepayment due Friday **2nd August 2024**

Balance to be paid Monday **24th February 2025**

Note 2 Direct Debit

Pre arranged payments automatically debited weekly or monthly from your nominated bank account (unless otherwise agreed).

Please contact us to obtain application form and terms.

Payments processed via Direct Debit will be eligible for a payment discount of **10%**

Note 3 Payment discount

Payments processed by Electronic Funds Transfer, BPAY, Credit Card or Cheque

All invoices paid in full by the due date of the invoice will be eligible for a **5%** payment discount, unless prepaid or paid by Direct Debit.

The discount is in addition to the applicable indent discount and will be applied upon payment receipt.

7 Day discount

A discount equal to 10% will be applied to all invoices paid in full within **7 days** of the invoice date. This is not in addition to any other payment discount.




Payment terms

Supply of product is subject to Sports Image Australia Terms and Conditions of Sale

Account credit limit may delay supply of your indent order.

All invoices issued for in-season orders will be due for payment on the 30th of the next month unless advised otherwise.









Payment made by Credit Card will incur additional fees.

Code	Description	WS	Liquid		Fire		RRP
		(ex GST) \$	incl Prepayment \$	Disc M/up	incl Prepayment \$	Disc M/up	(inc GST) \$
	<u>KGB Vests</u>						
250000	Control Vest	163.50	125.08	89%	118.13	100%	259.99
250100	Stash Vest	157.00	120.11	89%	113.43	100%	249.99
250200	Select Vest	145.00	110.93	88%	104.76	100%	229.99
250300	Capital Vest	126.00	96.39	89%	91.04	100%	199.99
250400	Tempo Vest	113.50	86.83	88%	82.00	100%	179.99
250500	Teen Stash Vest	113.50	86.83	88%	82.00	100%	179.99
250600	Teen Tempo Vest	94.50	72.29	89%	68.28	100%	149.99
250800	Junior Boys Vest with Collar (0-1)	63.00	48.20	89%	45.52	100%	99.99
250801	Junior Boys Vest with Collar (2-3)	69.25	52.98	89%	50.03	100%	109.99
250700	Junior Boys Vest (2-3, 4-6)	69.25	52.98	89%	50.03	100%	109.99
250701	Junior Boys Vest (8-10)	75.50	57.76	89%	54.55	100%	119.99
	<u>IVY Vests</u>						
255500	Signature Vest	157.00	120.11	89%	113.43	100%	249.99
255510	Savannah Vest	151.00	115.52	89%	109.10	100%	239.99
255520	Bella Vest	145.00	110.93	88%	104.76	100%	229.99
255530	Nova Vest	126.00	96.39	89%	91.04	100%	199.99
255540	Capri Vest	113.50	86.83	88%	82.00	100%	179.99
251400	Teen Savannah Vest	113.00	86.45	89%	81.64	100%	179.99
251500	Teen Capri Vest	94.50	72.29	89%	68.28	100%	149.99
251700	Junior Girls Vest with Collar (0-1)	63.00	48.20	89%	45.52	100%	99.99
251701	Junior Girls Vest with Collar (2-3)	69.25	52.98	89%	50.03	100%	109.99
251600	Junior Girls Vest (2-3, 4-6)	69.25	52.98	89%	50.03	100%	109.99
251601	Junior Girls Vest (8-10)	75.50	57.76	89%	54.55	100%	119.99
	<u>Wavelength Buoyancy Suits</u>						
255000	Mens Buoyancy Suit	189.00	144.59	89%	136.55	100%	299.99
255100	Womens Buoyancy Suit	157.00	120.11	89%	113.43	100%	249.99
255220	Junior Buoyancy Suit	138.50	105.95	89%	100.07	100%	219.99

Discounted price and mark up shown include 15% prepayment discount. Prices subject to change without note. Pricelist effective as at 14 March 2024





Code	Description	WS (ex GST) \$	Liquid Incl Prepayment Disc \$ M/up		Fire Incl Prepayment Disc \$ M/up		RRP (inc GST) \$
 <u>KGB Shorts</u>							
254500	Mens Neo Short 9in	37.80	28.92	89%	27.31	100%	59.99
254600	Junior Boys Short 6in	31.50	24.10	89%	22.76	100%	49.99
 <u>IVY Shorts</u>							
254100	Ladies Neo Short 2.5 in	31.50	24.10	89%	22.76	100%	49.99
254200	Ladies Neo Short 5 in	37.80	28.92	89%	27.31	100%	59.99
254300	Ladies Neo Short 7in	37.80	28.92	89%	27.31	100%	59.99
254400	Junior Girls Short 6in	31.50	24.10	89%	22.76	100%	49.99
 <u>KGB Bags</u>							
256200	Grab Bag	56.50	43.22	89%	40.82	100%	89.99
256500	Wakesurf Bag	94.50	72.29	89%	68.28	100%	149.99
256600	Union Kneeboard Bag	75.50	57.76	89%	54.55	100%	119.99
256700	Retro Kneeboard Bag	56.50	43.22	89%	40.82	100%	89.99
 <u>IVY Bags</u>							
256300	Grab Bag	56.50	43.22	89%	40.82	100%	89.99
256800	Retro Kneeboard Bag	56.50	43.22	89%	40.82	100%	89.99
 <u>Ski Tech Bags</u>							
257100	Deluxe Padded Slalom Bag	56.50	43.22	89%	40.82	100%	89.99
227000	Standard Slalom Bag	36.00	27.54	98%	26.01	110%	59.99
227200	Combo Bag	48.00	36.72	98%	34.68	110%	79.99
227300	Junior Trainer Combo Bag	36.00	27.54	98%	26.01	110%	59.99
 <u>Sands Barefoot Neo</u>							
255800	Pro Barefoot Suit	315.00	240.98	89%	227.59	100%	499.99
235810	Barefoot Short	75.50	57.76	89%	54.55	100%	119.99
 <u>Sands Barefoot Accessories</u>							
235855	Front Toe Barefoot Handle	252.00	192.78	89%	182.07	100%	399.99
235860	Backwards Toe Barefoot Handle	120.00	91.80	98%	86.70	110%	199.99
235870	Barefoot Slalom Handle	108.00	82.62	98%	78.03	110%	179.99
235875	Pro-Core Barefoot Mainline	138.00	105.57	98%	99.71	110%	229.99
 <u>Wavelength Accessories</u>							
224600	Calf Protector	11.95	9.14	99%	8.63	110%	19.99

Discounted price and mark up shown include 15% prepayment discount. Prices subject to change without note. Pricelist effective as at 14 March 2024

Sport Image Australia Pty Ltd – Terms & Conditions of Trade

- 1. Definitions**
 - 1.1 "SIA" means Sport Image Australia Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Sport Image Australia Pty Ltd.
 - 1.2 "Client" means the person/s (and where applicable a Distributor as per clause 3) buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
 - 1.3 "Goods" means all Goods or Services supplied by SIA to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
 - 1.4 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between SIA and the Client in accordance with clause 6 below.
 - 1.5 "GST" means Goods and Services Tax (GST) as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).
- 2. Acceptance**
 - 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.
 - 2.2 These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and SIA.
 - 2.3 The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with SIA and it has been approved with a credit limit established for the account.
 - 2.4 In the event that the supply of Goods request exceeds the Client's credit limit and/or the account exceeds the payment terms, SIA reserves the right to refuse delivery.
 - 2.5 The Client acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, SIA reserves the right to vary the Price with alternative Goods as per clause 6.2.
 - 2.6 Notwithstanding clause 2.5 SIA also reserves the right at their discretion to introduce additional new Goods as part of the Goods to be supplied.
 - 2.7 These terms and conditions are meant to be read in conjunction with the Terms and Conditions posted on SIA's website. If there are any inconsistencies between the two documents then the terms and conditions contained in this document shall prevail.
- 3. Distribution of Goods via an Approved Retailers**
 - 3.1 The Client agrees that until they are authorised as a retailer by SIA, (and hereinafter the Client shall be referred to as "Retailer" for the purposes of this clause) the Retailer shall not be able to sell the Goods on as a Retailer for SIA or represent to any third parties that the Retailer is in any way acting for SIA. SIA shall not accept responsibility or agree to be bound in any way by any contracts with third parties to whom the Retailer is a party.
 - 3.2 At SIA's sole discretion the Retailer acknowledges that only approved Retailers shall have the authority to accept internet orders via their respective website and/or any alternative online auction sites.
 - 3.3 Orders from a Retailer are accepted on the basis that:
 - (a) unless otherwise agreed by prior approval between SIA and the Retailer, Goods may only be resold to consumers at retail level and may not be sold at wholesale level or to any other trader that is known or is suspected to be purchasing for resale, and
 - (b) Goods are to be sold for retail or displayed for sale at only the nominated locations advised by the Retailer to SIA, and
 - (c) sale of Goods by mail order, internet or any other method outside of the traditional display and sell at the approved location is prohibited without prior written consent of SIA, and
 - (d) Goods are to be displayed, presented and marketed in the manner that is in the best interest of the brand name.
 - 3.4 Any default of clauses 3.1-3.3 may at SIA's sole discretion be subject to immediate and permanent closure of account facilities, with any account balances payable immediately on demand.
 - 3.5 SIA has sole discretion on which brands or Goods are made available to any approved Retailer and SIA does not guarantee continuing supply of any specific brand or Goods.
- 4. Electronic Transactions (Victoria) Act 2000**
 - 4.1 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.
- 5. Change in Control**
 - 5.1 The Client shall give SIA not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by SIA as a result of the Client's failure to comply with this clause.
- 6. Price and Payment**
 - 6.1 At SIA's sole discretion, the Price shall be either:
 - (a) as indicated on any invoice provided by SIA to the Client; or
 - (b) the Price as at the date of delivery of the Goods according to SIA's current price list; or
 - (c) SIA's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
 - 6.2 SIA reserves the right to change the Price if a variation to SIA's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to SIA in the cost of taxes, levies, availability of stock or as a result of increases to SIA in the cost of materials and labour) will be charged for on the basis of SIA's quotation and will be detailed in writing, and shown as variations on SIA's invoice. The Client shall be required to respond to any variation submitted by SIA within ten (10) working days. Failure

Sport Image Australia Pty Ltd – Terms & Conditions of Trade

- to do so will entitle SIA to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 6.3 At SIA's sole discretion, a non-refundable deposit may be required.
- 6.4 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by SIA, which may be:
 - (a) on delivery of the Goods;
 - (b) before delivery of the Goods;
 - (c) by way of instalments/progress payments in accordance with SIA's payment schedule;
 - (d) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by SIA.
- 6.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and SIA.
- 6.6 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by SIA nor to withhold payment of any invoice because part of that invoice is in dispute.
- 6.7 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to SIA an amount equal to any GST SIA must pay for any supply by SIA under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 7. Delivery of Goods**
 - 7.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:
 - (a) the Client or the Client's nominated carrier takes possession of the Goods at SIA's address; or
 - (b) SIA (or SIA's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.
 - 7.2 At SIA's sole discretion, the cost of delivery is in addition to the Price.
 - 7.3 SIA may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
 - 7.4 Any time specified by SIA for delivery of the Goods is an estimate only and SIA will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that SIA is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then SIA shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 8. On-Line Ordering**
 - 8.1 The Client acknowledges and agrees that:
 - (a) SIA does not guarantee the website's performance;
 - (b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of acceptance by SIA
 - (c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades;
 - (d) there are inherent hazards in electronic distribution, and as such SIA cannot warrant against delays or errors in transmitting data between the Client and SIA including orders, and you agree that to the maximum extent permitted by law, SIA will not be liable for any losses which the Client suffers as a result of online-ordering not being available or for delays or errors in transmitting orders;
 - (e) when making a transaction through the website, the Client's information will pass through a secure server using SSL (secure sockets layer) encryption technology. The encryption process ensures that the Client's information cannot be read by or altered by outside influences;
 - (f) if the Client is not the cardholder for any credit card being used to pay for the Goods, SIA shall be entitled to reasonably assume that the Client has received permission from the cardholder for use of the credit card for the transaction.
 - 8.2 SIA reserves the right to terminate the Client's order if it learns that you have provided false or misleading information, interfered with other users or the administration of SIA's business, or violated these terms and conditions.
- 9. Risk**
 - 9.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
 - 9.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, SIA is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by SIA is sufficient evidence of SIA's rights to receive the insurance proceeds without the need for any person dealing with SIA to make further enquiries.
 - 9.3 If the Client requests SIA to leave Goods outside SIA's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.
 - 9.4 Whilst every effort will be taken by SIA to match virtual colours with physical colours, or PMS colours, SIA will take no responsibility for any variation due to substrates, half tones and/or detailed graphics between samples (including but not limited to virtual samples displayed on the Client's computer, or physical samples) and the final Goods.
 - 9.5 SIA is under no obligation to provide samples of Goods ordered other than by virtual (computerised) sample. Should a physical sample be required this will be provided on request by the Client and will be charged for as an extra including return freight, the charge will be contra against final invoice.
 - 9.6 SIA shall not be held liable for inks wearing off through general wear and tear.
 - 9.7 The Client acknowledges and accept that:

Sport Image Australia Pty Ltd – Terms & Conditions of Trade

- (a) it is the Client's responsibility to supply any logos, trademarks and written content for use with the Goods to be supplied and whilst every care is taken by SIA to carry out the instructions of the Client, it is the Client's responsibility to undertake a final proof reading of the Goods where samples are provided in accordance with clause 9.5, SIA shall be under no liability whatsoever for any errors not corrected by the Client in the final proof reading;
- (b) whilst fabric manufacturers make every effort to match dye lots, colours or shade may vary between batches of product and/or between sales samples and actual product supplied; and
- (c) Goods supplied may exhibit variations in shade, colour, texture, surface and finish, and may fade or change colour over time. SIA will make every effort to match product supplied to samples or images provided for ordering but shall not be liable in any way whatsoever should any such variations occur
- (d) SIA cannot guarantee to produce perfectly uniform patterned product, therefore there is no guarantee that patterned garments will be identical to any samples; and
- (e) the manufacturing process for garments require seams and that the appearance of these may be affected by light source and in particular the construction of the chosen garment.
- 9.8 In the event the Client gives information relating to measurements and quantities of the Goods required to complete the Services, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or SIA places an order based on these measurements and quantities. SIA accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.
- 10. Access**
- 10.1 The Client shall ensure that SIA has clear and free access to the work site at all times to enable them to undertake the Services. SIA shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of SIA.
- 11. Title**
- 11.1 SIA and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid SIA all amounts owing to SIA; and
- (b) the Client has met all of its other obligations to SIA.
- 11.2 Receipt by SIA of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 11.3 It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 11.1:
- (a) the Client is only a bailee of the Goods and must return the Goods to SIA on request.
- (b) the Client holds the benefit of the Client's insurance of the Goods on trust for SIA and must pay to SIA the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
- (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for SIA and must pay or deliver the proceeds to SIA on demand.
- (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of SIA and must sell, dispose of or return the resulting product to SIA as it so directs.
- (e) the Client irrevocably authorises SIA to enter any premises where SIA believes the Goods are kept and recover possession of the Goods.
- (f) SIA may recover possession of any Goods in transit whether or not delivery has occurred.
- (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of SIA.
- (h) SIA may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
- 12. Personal Property Securities Act 2009 ("PPSA")**
- 12.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 12.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Client to SIA for Services – that have previously been supplied and that will be supplied in the future by SIA to the Client.
- 12.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which SIA may reasonably require to;
- (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
- (ii) register any other document required to be registered by the PPSA; or
- (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii);
- (b) indemnify, and upon demand reimburse, SIA for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of SIA;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of SIA;
- (e) immediately advise SIA of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 12.4 SIA and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

Sport Image Australia Pty Ltd – Terms & Conditions of Trade

- 12.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 12.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 12.7 Unless otherwise agreed to in writing by SIA, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 12.8 The Client must unconditionally ratify any actions taken by SIA under clauses 12.3 to 12.5.
- 12.9 Subject to any express provisions to the contrary (including those contained in this clause 12) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 13. Security and Charge**
- 13.1 In consideration of SIA agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 13.2 The Client indemnifies SIA from and against all SIA's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising SIA's rights under this clause.
- 13.3 The Client irrevocably appoints SIA and each director of SIA as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.
- 14. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**
- 14.1 The Client must inspect the Goods on delivery and must within three (3) days of delivery notify SIA in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow SIA to inspect the Goods.
- 14.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 14.3 SIA acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 14.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, SIA makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. SIA's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 14.5 If the Client is a consumer within the meaning of the CCA, SIA's liability is limited to the extent permitted by section 64A of Schedule 2.
- 14.6 If SIA is required to replace the Goods under this clause or the CCA, but is unable to do so, SIA may refund any money the Client has paid for the Goods.
- 14.7 If the Client is not a consumer within the meaning of the CCA, SIA's liability for any defect or damage in the Goods is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by SIA at SIA's sole discretion;
- (b) limited to any warranty to which SIA is entitled, if SIA did not manufacture the Goods;
- (c) otherwise negated absolutely.
- 14.8 Subject to this clause 14, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 14.1; and
- (b) SIA has agreed that the Goods are defective; and
- (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
- (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 14.9 Notwithstanding clauses 14.1 to 14.8 but subject to the CCA, SIA shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Client failing to properly maintain or store any Goods;
- (b) the Client using the Goods for any purpose other than that for which they were designed;
- (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
- (d) the Client failing to follow any instructions or guidelines provided by SIA;
- (e) fair wear and tear, any accident, or act of God.
- 14.10 Notwithstanding anything contained in this clause if SIA is required by a law to accept a return then SIA will only accept a return on the conditions imposed by that law.
- 15. Intellectual Property**
- 15.1 Where SIA has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of SIA. Under no circumstances may such designs, drawings and documents be used without the express written approval of SIA.
- 15.2 The Client warrants that all designs, specifications or instructions given to SIA will not cause SIA to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify SIA against any action taken by a third party against SIA in respect of any such infringement.
- 15.3 The Client agrees that SIA may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which SIA has created for the Client.
- 16. Default and Consequences of Default**
- 16.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at SIA's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

Sport Image Australia Pty Ltd – Terms & Conditions of Trade

- 16.2 If the Client owes SIA any money the Client shall indemnify SIA from and against all costs and disbursements incurred by SIA in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, SIA's contract default fee, and bank dishonour fees).
- 16.3 Further to any other rights or remedies SIA may have under this contract, if a Client has made payment to SIA, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by SIA under this clause 16 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.
- 16.4 Without prejudice to SIA's other remedies at law SIA shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to SIA shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to SIA becomes overdue, or in SIA's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client has exceeded any applicable credit limit provided by SIA;
 - (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 17. Cancellation**
- 17.1 Without prejudice to any other remedies SIA may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions SIA may suspend or terminate the supply of Goods to the Client. SIA will not be liable to the Client for any loss or damage the Client suffers because SIA has exercised its rights under this clause.
- 17.2 SIA may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice SIA shall repay to the Client any money paid by the Client for the Goods. SIA shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 17.3 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by SIA as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 17.4 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
- 18. Dispute Resolution**
- 18.1 If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:
- (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
 - (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
- 19. Privacy Act 1988**
- 19.1 The Client agrees for SIA to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by SIA.
- 19.2 The Client agrees that SIA may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.
- 19.3 The Client consents to SIA being given a consumer credit report to collect overdue payment on commercial credit.
- 19.4 The Client agrees that personal credit information provided may be used and retained by SIA for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Goods; and/or
 - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Goods.
- 19.5 SIA may give information about the Client to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 19.6 The information given to the CRB may include:
- (a) personal information as outlined in 19.1 above;
 - (b) name of the credit provider and that SIA is a current credit provider to the Client;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action

Sport Image Australia Pty Ltd – Terms & Conditions of Trade

- commenced or alternatively that the Client no longer has any overdue accounts and SIA has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
- (g) information that, in the opinion of SIA, the Client has committed a serious credit infringement;
 - (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 19.7 The Client shall have the right to request (by e-mail) from SIA:
- (a) a copy of the information about the Client retained by SIA and the right to request that SIA correct any incorrect information; and
 - (b) that SIA does not disclose any personal information about the Client for the purpose of direct marketing.
- 19.8 SIA will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
- 19.9 The Client can make a privacy complaint by contacting SIA via e-mail. SIA will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.
- 20. Service of Notices**
- 20.1 Any written notice given under this contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this contract;
 - (c) by sending it by registered post to the address of the other party as stated in this contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
 - (e) if sent by email to the other party's last known email address.
- 20.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
- 21. General**
- 21.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria, the state in which SIA has its principal place of business, and are subject to the jurisdiction of the Melbourne Courts in Victoria.
- 21.3 Subject to clause 14 SIA shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by SIA of these terms and conditions (alternatively SIA's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 21.4 Neither party shall assign or sub-contract all or any part of their rights and obligations under this agreement without the written consent of the other party.
- 21.5 The Client agrees that SIA may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for SIA to provide Goods to the Client.
- 21.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 21.7 Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.