

TERMS OF TRADE

1 Terms of contract

Any goods or services supplied to you shall be subject to these terms of supply (*Terms*) unless we agree in writing to change them. If you accept goods or services from us, those actions by you will be deemed to be acceptance of these Terms, notwithstanding anything that may be stated to the contrary in your enquiries or your order.

2 Price

The price for goods and services will be either as quoted to you in writing or, if no written quote is provided, at our standard charges applying at the time. Unless otherwise agreed in writing any quoted price may be altered prior to delivery of goods or provision of services to you, if our costs fluctuate materially. We may withdraw any quotation before it is accepted, and in any event any quotation will lapse without notice 30 days after it is given. GST will be payable by you as an additional amount on all prices and charges.

3 Payment

- 3.1 Unless otherwise agreed in writing you must pay for goods and services prior to any goods being dispatched.
- 3.2 Once an account has been established and agreed to in writing, payment must be made by the 20th day of the month following the date of the invoice relating to those goods or services.
- 3.3 For large orders, an initial deposit of up to 50% may be required before construction commences.
- 3.4 If full payment for the goods or services is not made on the due date, then without prejudice to any other remedies available to us:
- we may cancel or withhold supply of further goods or services;
 - interest on monies overdue shall be charged on a daily basis and be calculated by adding 10% per annum to the overdraft rate payable by us to our bankers at the time of and during such default, and interest shall continue to accrue both before and after judgement; and
 - you shall be responsible for all costs incurred by us in recovering such monies.
- 3.5 We may from time to time vary your credit limit with us at our discretion, in relation to further purchases of goods or services. If any acquisition would be in excess of your credit limit, we reserve the right to require, prior to delivery of the goods or services, payment in cash of the amount by which the cost exceeds your credit limit.
- 3.6 We may set off against any monies owed by us to you any monies which you owe to us or any of our subsidiaries, related companies or shareholders so that our obligation to you shall be to pay the net balance only.
- 3.7 If any of our subsidiaries, related companies or shareholders owe monies to you then they may set off against those monies any monies owed by you to us in respect of any goods or services. They will only be liable to pay the net balance owing. You agree that this provision is made for the benefit of our subsidiaries, related companies and shareholders and may be enforced directly by them in their own respective names.
- 3.8 Your obligation under these Terms shall be to pay the full amount owing under these Terms free of all deductions or rights of set off.

4 Ownership

Ownership in the goods shall not pass upon delivery, but shall remain with us until full payment for all monies owing by you to us have been made. Until all monies have been paid the following shall apply:

- 4.1 You hold the goods supplied as fiduciary for us and will deal with them as agent for and on behalf of us (but will not hold yourself out as our agent to any third parties). **9.1**
- 4.2 If the goods become affixed to land then, provided that the goods can be separated from the land to which they are affixed, they remain our property and we may uplift and retake possession of the goods. **9.2**
- 4.3 You irrevocably give us and our agents the right to enter your property without notice, to uplift and remove any of the goods supplied and resell them; **9.3**

5 Liens

All goods delivered to or in our possession, for repair or servicing are subject to a lien for any sums owing by you to us, for repairs or servicing carried out on the goods. Where we retain a lien over any of your goods and you are more than three months overdue with any monies owing, we may, without further notice, sell the goods in such a manner and such terms as we think fit, and may from sale proceeds repay the amounts owing to us for work done, and any expenses of sale. **9.4**

6 Risk and Delivery

- 6.1 Unless otherwise agreed, you shall be responsible for the cost of and arranging transportation of all goods. If we are delivering the goods to you, we will use reasonable endeavours to see that deliveries are made according to schedule, but shall not be responsible for delivery delays due to causes beyond our control.
- 6.2 Risk in respect of the goods sold shall pass to you when the goods are delivered to you or your carrier, or the time you pay for the goods, whichever is the earlier. Risk in the goods in our possession for servicing, remains with you. It is your responsibility to insure the goods, even if we have arranged transportation of the goods.

7 Compliance with Acts and Regulations

- 7.1 Where you grant access to us over your property for the purposes of our providing goods or services to you, you shall ensure compliance with all legislation and regulations in relation to the property, including ensuring the property is in a safe state for us to undertake any necessary work.
- 7.2 If we have any concerns regarding the safety of our employees, in relation to the access and use of your property, we shall be entitled to halt all work on your property, until such time as our safety concerns have been resolved. In

that case you shall be responsible for payment of work undertaken by us to that point and we shall not be liable to you on any basis arising from us having halted work including under any penalty provisions for late completion.

- 7.3 The Personal Property Securities Act 1999 is likely to come into force while you are subject to these Terms. When that Act comes into force we may register our ownership of goods and our rights under these Terms in accordance with the Act. You agree to sign any further documents and provide any information reasonably required by us to enable us to register that information.

8 Warranties

Except to the extent of written warranties given by us to you, all warranties and representations including those expressed or implied by law, in respect of goods sold or services supplied are excluded to the extent permitted by law.

We shall not be liable:

- 8.1 where you have altered or modified the goods, miss-applied the goods, or have subjected them to any unusual or non-recommended use, servicing or handling;
- 8.2 for loss caused by any factors beyond our control;
- 8.3 for any indirect or consequential loss of any kind;
- 8.4 for any second hand goods;
- 8.5 where the terms of any written warranty have not been complied with, or any manufacturers' handbook provided to you has not been complied with.
- Our total liability under any warranty for defective or damaged goods supplied by us or in relation to the provision of services is limited at our option to either:

- replacing or repairing the defective or damaged goods; or
- refunding the price of the defective or damaged goods or provision of service.

Where we elect to repair defective goods, we will use reasonable endeavours to repair the goods, as soon as practical, but will not be liable for any delay in completing the repairs.

9 General Terms

9.1 Cancellation by you

You may not cancel any order for goods or services or part of it without our written consent. If you do so, in addition to any other rights we may have, we may retain any deposit paid.

9.2 Cancellation by us

We shall be entitled without liability to you to cancel an order or delivery of an order if:

- you become insolvent, enter into a scheme of arrangement with creditors (other than with our consent) or you cease or threaten to cease to carry on all or a material part of your business, or have a receiver appointed in respect of any or all of your assets or other steps are taken for your dissolution;
- you or we are refused any licences, consents or permits in respect of the goods or services; or
- you breach any term of these Terms.

9.3 Waiver or variation

Waiver or variation of these Terms by us will only be effective if given in writing by an authorised person. If we waive any of these Terms the waiver will not affect our rights under these Terms at any future time.

9.4 Severability

Each clause in these Terms is severable and if any clause is held to be illegal or unenforceable then the remaining clauses will remain in full force and effect.

9.5 The Privacy Act

You and any guarantor (if relevant) authorise us to collect and hold personal information from any source we consider appropriate to be used for the purposes of determining credit worthiness, for debt collection purposes, or for any other related purpose. You further authorise us to disclose personal information held by us for the purposes set out above to any other parties including our subsidiaries, related companies and shareholders.

9.6 Consumer Guarantees Act (CGA)

If the CGA applies, these terms and conditions shall be read subject to your rights under the CGA, provided that where you are acquiring goods or services for business purposes the CGA shall not apply.

Signed.....

Date