

CREDIT ACCOUNT APPLICATION to
REOCRETE PTY LTD ("the Company")

Business Name of Applicant.....ARBN.....("the Customer")

Company Name of Applicant.....ABN.....("the Customer")

Business Address.....

Postal Address.....

Business Telephone: ()..... Mobile:

Builders Licence Number.....Email.....

Details of Proprietors, Partners, Directors

(Full Name)

(Private Address)

(Date of Birth)

1.

2.

Bank Name..... BSB NoAccount No.....

Name of Account Holder(s)..... Joint Account Yes No

Please attach photocopy of Driver's Licence of each person listed above.

Trade References (3 minimum)

(Trading Name)

(Telephone No.)

(Fax No.)

1.

2.

3.

I/We acknowledge receipt of the Terms and Conditions of Sale of the Company specified on pages 3 and 4. I/We agree that notwithstanding any other document, terms and conditions, and/or anything else except a written agreement signed by me/us and the Company any sale and delivery of goods and services to me/us shall be upon these Terms and Conditions of Sale and no other except for such terms as are implied by or under any law and which cannot be excluded.

I/We acknowledge that I/we will buy goods or services from the Company and use them for commercial activity.

I/We undertake to notify the Company in writing of any change in my/our structure or status.

I/We warrant that all financial and other information supplied by me/us to the Company in support of this application for credit is accurate and acknowledge that it forms the basis of the Company's consideration of this application and of any sale and delivery of goods and services which may be made to me/us on credit.

I/We warrant that I/we are not aware of any information, notice or court proceedings that may lead to my/our bankruptcy, or to appointment of an administrator, controller, managing controller, liquidator, receiver or receiver manager and I/we do not intend to enter into any scheme of arrangement with creditors.

I/We authorise the Company and its associated companies to obtain personal and/or commercial credit information about me/us from me/us, a credit reporting agency or anyone else primarily for assessing my/our application for a credit account, the subsequent administration and collection of the account. I/We agree and consent to the Company, using and disclosing to the personnel of the Company and others my/our information for these purposes and for credit control generally.

Signed by the above named Guarantor

Signed by the above named Guarantor

GUARANTOR'S SIGNATURE _____

GUARANTOR'S SIGNATURE.....

SIGNATURE OF WITNESS.....

SIGNATURE OF WITNESS.....

.....

.....

FULL NAME OF WITNESS

FULL NAME OF WITNESS

.....

.....

ADDRESS OF WITNESS

ADDRESS OF WITNESS

REOCRETE PTY LTD

To be completed for ALL account applicants

DRIVERS LICENCE NUMBER: _____ EXPIRY: _____

NAME OF LICENCEE: _____ DOB: _____

ADDRESS: _____

SIGHTED BY: _____

(To be signed by staff of Reocrete Pty Ltd only)

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this document the following definitions apply.

- a. "Fees & Surcharges Sheet" means the Company's schedule of additional charges applicable from time to time, which may be attached to this quotation or on request.
- b. "AS1379-2007" means S.A.A. "Specification and Supply of Concrete" AS 1379-2007 as amended from time to time.
- c. "Australian Consumer Law" means Schedules 1 and 2 of the Competition and Consumer Act 2010 (Cth) and any other relevant provisions contained in that Act.
- d. "Client" means the customer named on the quotation, and if no customer is named, the customer to whom the Goods & Work is supplied.
- e. "Company" means Reocrete Pty Ltd (ABN: 55 611 467 899).
- f. "Conditions" means these conditions of quotation and any additional matters prescribed on the face of this quotation.
- g. "Consequential Loss" means loss of revenue, loss of profits, loss of anticipated savings or business, loss of data, loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss and any form of consequential, special, indirect, punitive or exemplary loss or damages, however it arises (including as a result of negligence).
- h. "Consumer" has the meaning in the Australian Consumer Law.
- i. "Intellectual Property" all registered and unregistered rights in relation to present and future copyright, trade marks, designs, know-how, patents, confidential information, moral rights and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967.
- j. "Goods & Work" means the materials or the materials and services supplied or to be supplied as described on the face of this quotation.
- k. "includes" or "including" means includes or including without limitation.
- l. "Loss" means any liability, however it arises (including as a result of negligence) and includes any loss, claim, damage, demand, injury or death and a fine or penalty imposed by a statutory or other authority.
- m. "Rates" means the unit rate shown on the face of a quotation, or otherwise used to calculate the prices in the quotation.
- n. "Site" means the location for supply / performance of the Goods & Work specified on the face of this quotation.

2. AGREEMENT

2.1 Except to the extent otherwise explicitly agreed in writing between the parties, these Conditions (and the credit application completed by the Client (and credit guarantees) govern the entire relationship between the Company and the Client in connection with the Goods & Work and will prevail over any other document. To the extent of any inconsistency between the credit application, the credit guarantees and these Conditions, these Conditions prevail. The Client acknowledges that it has not relied on any representation, inducement, warranty or promise which is not set out below. The Conditions may only be varied by both party's agreement in writing.

3. VALIDITY

3.1 This quotation is an offer open to acceptance by the Client within 30 days from the date on the quotation and any such acceptance must be on the basis that supply / performance of the Goods & Work is started within 3 months of the date of the quotation. The offer is made subject to the Client meeting Reocrete Pty Ltd credit approval requirements. The Client's written order to commence the supply / performance of the Goods & Work or such commencement by the Company constitutes acceptance of the offer.

4. POINT OF SUPPLY

4.1 This quotation is based on all materials being available from the Company's normal point of supply with respect to the locations of the supply / performance of the Goods & Work (as determined by the Company) or as otherwise specified in these Conditions. Should conditions beyond control of the Company necessitate supply from any other point of supply any resultant increase in cost will be paid for by the Client.

5. EXTENT OF GOODS & WORK

5.1 This quotation is based on supply / performance of all of the Goods & Work at the Site. Should the quantities supplied or location of the Site vary from the quotation the Company reserves the right to adjust the Rate. The Client also acknowledges that the concrete included in the Goods & Work shall generally be supplied in accordance with the relevant sections of AS 1379-2007, unless otherwise stated on the face of this quotation. If the concrete is to be placed by pump, the Client must notify the Company in advance, and while the Company will use reasonable endeavours to accommodate such request, it does not warrant that such concrete will be able to be pumped due to the variations in pumps and the concrete process.

6. BASIS OF PAYMENT

6.1 The Goods & Work will be paid for by the Client at the Rates according to the actual quantities supplied, subject to these Conditions. The Client acknowledges that, unless otherwise specifically stated on the face of this quotation, the Rates are subject to additional charges pursuant to the Fees & Surcharges Sheet. The Client acknowledges that the Goods & Works will be paid for in full without any retention or set-off.

7. LIMITATION OF LIABILITY AND INDEMNITY

7.1 The Company shall not be liable in any circumstances:

- (a) for any damage to any property of whatsoever kind situated in, on or adjacent to the Site resulting from Goods & Work supplied or performed in accordance with these Conditions;
- (b) for any defects in the Goods & Work unless the Client notifies the Company within 7 days of the date of delivery of the materials or the supply of the services specifying the defect, which notice shall be a condition precedent to any right to recover by the Client;
- (c) for any Loss arising from delay;
- (d) for any Consequential Loss,
- (e) for any defect which may develop in any concrete supplied if:
 - i) water is added to concrete either before or after discharge from the delivery unit without the approval of the Company's representative;
 - ii) an admixture is used at the purchaser's request or specification; or
 - iii) discharge from the agitator occurs more than 90 minutes from the time ex-plant;
- (f) for any Loss arising from materials supplied by the Company being placed or installed by others,

and, subject to clause 9, the Company's total aggregate liability in all circumstances is limited (to the extent permitted by law) to the amount paid by the Client for the Goods & Work.

To the maximum extent permitted by law, the Client hereby indemnifies and forever holds harmless the Company from all Losses caused or contributed to by any negligent and / or wilful act or omission or any breach of these Conditions by the Client; or by the Company arising from supplying or performing the Goods & Works in accordance with these Conditions.

8. LIMITATION OF LIABILITY- AUSTRALIAN CONSUMER LAW GUARANTEES

8.1 If the Client is a Consumer and any of the Goods supplied by the Company are not goods of a kind ordinarily acquired for personal, domestic or household use or consumption, the Client agrees that the Company's liability for a failure to comply with a consumer guarantee under the Australian Consumer Law in relation to those Goods (other than a guarantee under sections 51(title), 52(undisturbed possession) and 53(undisclosed securities) of the Australian Consumer Law, is limited to, at the option of the Company, one or more of the following:

- i) the replacement of the Goods or the supply of equivalent goods;
- ii) the repair of the Goods;
- iii) the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
- iv) the payment of the cost of having the Goods repaired.

If the Client is a Consumer and any of the Work services supplied by the Company are not services of a kind ordinarily acquired for personal, domestic or household use or consumption, the Company's liability for a failure to comply with a consumer guarantee under the Australian Consumer Law in relation to those Work services is limited to, at the option of the Company:

- i) the supply of the Work services again; or
- ii) the payment of the cost of having the Work services supplied again.

9. SITE ACCESS

9.1 The Company will deliver and the Client will receive the Goods & Work at the kerb alignment in a timely manner. The Client will be responsible for providing adequate, and timely access to the Site for the Company's material, personnel and equipment and the Client will indemnify the Company for all Loss (including delay and establishment costs) incurred by the Company as a result of failure to provide such access. If the Company or its agents enter the Site for the purposes of delivering the Goods, the Client shall indemnify the Company for any Loss incurred by the Company arising out of or in connection with such. Where the Company leaves equipment on the Site in connection with the supply / performance of the Goods & Works, the Client shall take all reasonable precautions to secure the Site to prevent loss or damage to the equipment or any injury to persons entering upon the Site.

10. DELIVERY

10.1 The Company will use reasonable endeavours to supply/execute Goods & Work in accordance with the Client's schedule. However, should supply / execution of the Goods & Works be early or delayed for any reason beyond the control of the Company or as a result of any cause which the Client is or should reasonably have been aware of all Loss arising will the Client's responsibility and the Client shall indemnify the Company in respect of such Loss.

10.2 Prior to discharge from the delivery vehicle the Client shall check that the Goods & Work description and quantity with its requirements, and the Client must record any discrepancies in writing including discrepancies in quantity, specification, discharge records, or that the addition of water was done other than at the Customer's request. Failure to make such notations on the day and to be retained by the Company is deemed to be conclusive evidence that the delivery is accurate, the Client accepts the Goods and Work, and that any water added was done at the Client's request.

11. SITE VISITS & HOURS

11.1 Unless otherwise stated on the face of this quotation, this quotation is based on the whole of the Goods & Work being available for completion at one Site visit.

11.2 The whole of the supply / performance of the Goods & Work being conducted during normal business hours. Should it be necessary to supply / perform the Goods & Works or any necessary establishment work on a Saturday, Sunday or public holiday, then additional charges will apply which will be calculated in accordance with the variations clause. The Company's normal hours of businesses for delivery are listed on the Company's Fees & Surcharges Sheet.

12. VARIATIONS

12.1 The Company is not obliged to carry out any variation which is outside the scope of the Goods & Works. Any variation that the Company does carry out shall be subject to these Conditions and shall be charged to and paid for by the Client at an agreed rate or failing agreement at the rate determined by the Company.

13. TAX INVOICES

13.1 The Client agrees to pay the amount shown on invoices issued by Reocrete Pty Ltd.

14. TERMS OF PAYMENT

14.1 The Client must pay for the Goods & Work in immediately available funds prior to the discharge of the concrete unless the Company agrees otherwise in writing.

15. TAXES & OTHER CHARGES

15.1 The prices quoted do not include any statutory or Government charges. Should any such charges or any other tax become applicable to the materials the subject of this quotation such tax or charge shall be charged to and paid for by the Client in addition to the price otherwise payable under this quotation.

15.2 Notwithstanding anything else in these Conditions, if the Company has any liability to pay the Goods and Services Tax ("GST") on any materials and / or services supplied herein to the Client, the Client shall pay to the Company the amount of such GST at the same time as amounts otherwise payable to the Company.

16. FORCE MAJEURE

16.1 The Company shall not be liable in any way for any delay in the supply / performance of Goods & Works where such delay occurs by reason of any cause whatsoever beyond the reasonable control of the Company, including without limiting the generality thereof, restrictions of Government or other statutory authorities, wars, fires, epidemics, failure or fluctuation in any electrical power supply, storm, flood, earthquake, accident, labour dispute, plant breakdown, materials or labour shortage, the change or introduction of any law or regulation or an act or omission of any supplier or other third party or any failure of any equipment owned or operated by them.

17. MAINTENANCE

17.1 This quotation does not cover any maintenance after completion of the supply / performance of the Goods & Works.

18. TESTING

18.1 The Company will, at Client's request, use reasonable endeavours to arrange testing priced in accordance with the Fees & Surcharges Sheet. Any testing conducted or arranged by the Client will be by sampling at the discharge chute performed in accordance with AS 1012 and carried out by a NATA accredited laboratory. The Client will provide the Company with copies of any such third party testing conducted.

19. INFORMATION & Intellectual Property

19.1 The Client acknowledges and agrees that:

- (a) The Client must provide all relevant information (including all specifications relating to the Goods & Works, details relating to the Site, and other matters that may affect the Company's ability to complete the Goods & Works) to the Company to enable the Company to supply / perform the Goods & Works;
- (b) The Company in giving this quotation has relied upon the accuracy and completeness of such information, and the Client hereby warrants to the Company the accuracy and completeness of all information supplied;
- (c) If the Company has provided the Client with any information (including any design services or other advice) in connection with the Goods & Works, the Client acknowledges that it has formed its own opinion as to the correctness or otherwise of the information and has not and will not rely on the Company in respect of such information; and

- (d) All Intellectual Property of the Company, including any developed during the course of supply / performance of the Goods & Work, shall remain the sole property of the Company and no license, right or other interest of any kind in respect of such Intellectual Property is granted, created or transferred to the Client.

20. RISK

20.1 Upon delivery of any Goods & Work to the Site or any temporary stockpiles, all risk in relation to such shall pass to the Client. Property in the Goods & Work shall not pass to the Client until the Company has been paid in full. Where Goods are sold ex-bin, risk passes to the Client when the material is loaded on the Client's vehicle.

21. SAFETY

21.1 The Client is responsible for ensuring safe and adequate access to the Site for delivery and all other aspects of Site safety.

21.2 The Client shall notify the Company prior to delivery, of any obstacles or peculiarities in relation to the Site including whether the Site or its approach has a gradient greater than 8%.

21.3 The driver making any delivery may refuse to complete the delivery, if not satisfied with the Client's compliance with (a) and (b) above, however, making a delivery shall not constitute an assessment of the safety of the Site and in no way relieves the Client of its obligations under these Conditions, including those relating to safety.

21.4 The Client acknowledges that freshly mixed cement, mortar, concrete or grout may cause skin irritations. The Client shall ensure that all personnel involved in the Goods & Work avoid contact with exposed skin areas and eyes and wear appropriate protection such as impervious clothing, safety goggles and gloves. The following are general guidelines relating to exposure and should not be treated as exhaustive. The Client acknowledges that it has appraised itself of these risks and that it will take appropriate safety precautions and training of its personnel. Should exposure occur, immediately rinse eyes and wash affected skin areas with clean fresh running water for 10 minutes. Seek medical advice if symptoms persist. Avoid breathing dust generated from drilling, sawing or chasing hardened concrete or quarry products as it may contain crystalline silica. Wear appropriate protective clothing, gloves, safety goggles and particulate respirator. Should exposure occur immediately rinse eyes with fresh clean running water for a minimum of 10 minutes. If dust is inhaled, immediately remove to fresh air. Seek medical advice should inhalation occur or if symptoms persist. Contact Reocrete for more information and a Material Safety Data Sheet.

22. GENERAL

22.1 Any provision of these Conditions which is unenforceable or partly unenforceable is, where possible, to be read down so as to be enforceable, and if it cannot be read down, severed to the extent necessary to make these Conditions enforceable, unless this would materially change the intended effect of these Conditions (**Severance**).

22.2 A right may only be waived in writing, signed by the party giving the waiver, and no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right (**Waiver**).

22.3 The Client may have the benefit of certain statutory guarantees relating to the Goods & Work services pursuant to the Competition and Consumer Act 2010 (Cth). Otherwise, to the maximum extent permitted by law, all terms, conditions or warranties that would be implied into these Conditions or in connection with the supply of the Goods & Work by law, statute, custom or international convention (including those relating to quality or fitness for purpose) are excluded (**No Implied terms**).

22.4 These Conditions are governed by the laws of the State or Territory in which the Goods & Work is supplied / performed. If Goods & Work are supplied / performed outside Australia, the Conditions are governed by the laws of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts (**Governing law**).

22.5 The Client must take out and maintain those policies of insurance that would be held by a reasonably prudent customer in the position of the Client (**Insurance**).

22.6 These Conditions are not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of these Conditions to protect itself (**No Adverse Interpretation**).

23. STEEL TERMS AND CONDITIONS

23.1 All goods and services purchased from the Company and any of its divisions are sold subject to the following terms and conditions of sale which shall prevail notwithstanding any other document, terms and conditions and/or anything else except a written agreement signed by the Customer and the Company, except only for such terms, guarantees, indemnities or other obligations as are implied or imposed by or under any law and which cannot be excluded:

(a) Price & Goods and Services Tax ("GST")

The price will be the price current at the time of order or supply unless otherwise agreed in writing. GST and/or any other Government imposts whatsoever applicable to the supply of goods and/or services will be payable by the Customer.

(b) Payment

- (i) Payment for goods and services purchased from the Company shall be made before delivery or in the case of Customers who have an account with the Company payment must be received by the last working day of the month after the month of invoice.
- (ii) Goods and services are sold at list price. Any agreement to charge less is conditional on the Customer paying the lower amount on time. Failure to pay on time will result in full list price being payable.
- (iii) The Customer shall not be entitled to retain any money owing to the Company notwithstanding any default or alleged default by the Company including the supply of defective or allegedly defective goods or delay or alleged delay in supply.
- (iv) If payment is not made on time, the Customer shall pay interest to the Company on any amount owing at the rate of 3% above Westpac Banking Corporation's Overdraft Business Rate.
- (v) A certificate signed by a responsible officer of the Company shall be prima facie evidence of the amount owed to the Company by the Customer at the date of such certificate.
- (vi) The Customer will pay to the Company without deduction or set-off all moneys owing to the Company.
- (vii) The Company shall be entitled at any time to set-off any moneys then or contingently owed to the Company by the Customer against any debt the Company owes to the Customer.

(c) Default

If the Customer defaults in any payment, or if in the opinion of the Company, the Customer is unlikely to be able to meet its liability as it falls due then the Company may at its option:

- (i) require payment forthwith of all amounts owing by the Customer to the Company, whether or not such amounts are then due for payment including without limitation, all interest, administration and collection charges and all legal costs and any payment by the Customer shall be first applied to such charges and costs;
- (ii) terminate any contract or contracts in relation to goods which have not been delivered and/or withdraw credit.

(d) Reservation of Title

- (i) Property in any goods supplied by the Company and any proceeds arising therefrom shall remain the sole and absolute property of the Company as legal and equitable owner until the full price for all goods and services supplied is received by the Company.
- (ii) Risk in the goods shall pass to the Customer on delivery to the Customer or its agent.
- (iii) The Customer irrevocably authorises the Company to repossess any goods supplied by the Company to the Customer, and to take possession of any proceeds therefrom, without any notice if the Customer fails to make any payment when it is due or if in the opinion of the Company the payment of any amount in respect of goods and services supplied by the Company is in jeopardy or the Customer commences to be wound up or is placed in administration or under official management or into liquidation or suffers a receiver or manager to be appointed in respect of any of its assets. For those purposes the Customer, in consideration of credit being given, irrevocably authorises the Company to enter onto any land or premises of the Customer or to which the Customer has a right of entry. The Company has the right to take or collect any proceeds and to resell any repossessed goods.
- (iv) The Customer will prior to attaching any goods onto any land or building notify the owner of the land or building that such goods are subject to this reservation of title clause, except only as provided by law.
- (v) On the Company repossessing goods or taking possession of proceeds the Customer's debt to the Company continues and is reduced only by the net amount after costs the Company realises from the proceeds or from the resale of the repossessed goods.
- (vi) The Customer releases and indemnifies the Company and its servants or agents from all claims for loss or damage caused by the Company or its servants or agents in enforcing or attempting to enforce its rights under this clause 4, clause 5 or under clause 6.

(e) Caveat

The Customer hereby charges in favour of the Company as security for the Customer's obligations to the Company, all right title and interest in any land held now by the Customer alone or jointly with anyone or acquired by the Customer at any time hereafter as beneficial owner and as trustee of every trust. If the Customer defaults in payment of any amount owed to the Company, the Customer specifically authorises the Company to lodge a caveat against any dealings with any such property and appoints the Company to be the Customer's Attorney for this purpose.

(f) Orders and Cancellations

- (i) The Company may in its absolute discretion refuse to supply goods or services for any reason whatsoever.
- (ii) Should there be any discrepancy between the order by telephone as recorded and processed by the Company and later confirmation in writing by the Customer, the Company's record of telephone order shall prevail.
- (ii) Once an order has been accepted by the Company, the Customer can only cancel, vary or suspend the order (whether in whole or in part) if the Company agrees in writing to such cancellation, variation or suspension.
- (iv) The Customer agrees to accept delivery of all goods held by the Company or in transit in respect of such order.
- (v) The Customer agrees to pay all costs, expenses and liabilities incurred by the Company in consequence of the cancellation, variation or suspension of the order and accepts consequential delay.

(g) Limitation of Liability

- (i) The Company may compute an estimate of dimensions and quantities of goods based on plans or other information given by or on behalf of the Customer. The Company does not accept any liability as to the correct computation of any such estimate and the estimate is provided to the Customer as indicative only and the Company is not responsible for any mistakes in the estimate. The Customer undertakes to check any such estimate and in any event accepts full responsibility for the dimensions and quantities of goods ordered as independently computed by the Customer without relying on the estimate.
- (ii) The Customer warrants to the Company that it will not rely on representations made and/or advice given by the Company or its employees in connection with the design, dimensions, installation or use of goods sold and agrees that the Company shall not be liable for the consequences of any mistakes in such representation or advice even if made or given negligently.
- (iii) It is a condition of sale that any description or specification given by the Company or in printed literature of the Company is for general indicative purposes only and does not render the Company responsible in any way except to the extent that the goods shall comply with the standards set out in

such description or specification and that such description or specification shall not be taken as implying or giving any undertaking as to fitness for any particular purpose.

(iv) If goods are required for a particular purpose, the Customer must clearly specify that purpose in writing in the order placed with the Company and obtain written assurance from the Company that the goods when supplied will meet that requirement. If the Customer does not specify the particular purpose and the Company does not expressly undertake in writing that the goods will be fit for the specified purpose, then the Customer agrees that it did not rely on the skill or judgment of the Company in relation to the suitability of the goods for a particular purpose.

(v) The Company shall not be liable for delay in delivery of the goods or delivery of the goods in instalments or failure to deliver due to any cause whatsoever. The Customer shall not be relieved from any obligation to accept or pay for goods by reason of any delay in or the instalment delivery of the goods. In no event shall the Company be responsible for any loss of profits, penalties, disruption, expenditure and/or damages incurred and/or sustained by the Customer due directly or indirectly to because of any delay in or the instalment delivery of the goods.

(vi) Any complaint by the Customer for failure to deliver or delayed delivery must be notified to the Company in writing within three (3) business days of the failure or delay in delivery. The Customer waives, foregoes, abandons and forgives forever any claim whatsoever the Customer may have against the Company unless it has strictly complied with these notification requirements.

(vii) If the goods are delivered by the Company to the Customer in a damaged state or there is short delivery or incorrect or faulty goods are supplied, the Customer must request the Company in writing for their replacement within eight (8) hours of the delivery of the alleged damaged, short supplied, incorrect or faulty goods and the Customer must at the time of the delivery, specify in the delivery docket to be given to the deliverer the nature and extent of the alleged damage, short supply or incorrectness of the goods.

(viii) Any goods returned by the Customer will be held and/or disposed of by the Company on behalf of the Customer unless the return of the goods is preceded by the complaint and the claim in writing as specified in the preceding paragraph. The Customer must facilitate the inspection of the goods by a Company representative prior to return. The acceptance of any returned goods shall not imply any acceptance by the Company of the Customer's claim.

(ix) Any claim, whatsoever against the Company arising in contract or otherwise howsoever and whether directly or indirectly from the sale and delivery of goods including without limitation for failure to deliver, delayed delivery, short delivery, supply of incorrect goods, damaged goods and/or defective goods shall be limited to the price of the goods which was agreed by the Customer and the Company or in the absence of such agreement a reasonable price therefor confined to the quantity of the goods required to be delivered on the occasion by reference to which the claim arises.

(x) To the fullest extent permitted by law all terms, conditions, guarantees, indemnities and warranties statutory or otherwise ("Obligations") not expressly provided in these Terms and Conditions of Sale are excluded. To the extent that any such Obligation cannot be excluded due to provisions the Competition and Consumer Law 2010 or any other statute and the Customer makes a claim with which the Company accepts or which is proven to be valid, then, to the extent permitted by law, the Company's liability is limited, at the Company's option, to repairing or replacing the relevant goods or cost of repair or replacement.

(xi) The Customer will indemnify the Company for any claims whatsoever and howsoever made by a third party against the Company for any default of the Company or the Customer relating to or directly or indirectly arising from any contract and/or arrangement made between the Company and the Customer or any goods or services provided by the Company to the Customer or by the Customer to a third party.

(h) Delivery

(i) Unless agreed otherwise in writing prior to delivery, unloading of goods shall be the Customer's responsibility and the Company will not be responsible for any damage whatsoever resulting from the unloading of the goods by the Customer or by anyone on its behalf, or by the Company's employee or agent.

(ii) The Customer indemnifies the Company from any claim whatsoever resulting from the Customer, its employee or agent loading goods supplied by the Company on any vehicle or unloading goods supplied by the Company from any vehicle.

(iii) Where goods are delivered to a particular site the goods will be entirely at the Customer's risk when delivered.

(iv) If the cartage contractor or driver is not satisfied that access to the delivery site is safe the goods will be unloaded at kerbside adjacent to the delivery address.

(v) A quantity, description, date, time and place of delivery as shown on the Company's invoice or delivery docket shall be conclusive evidence of quantity, description, date, time and place of delivery of such goods.

(vi) If the site is unattended goods will be unloaded on the site or if the site is not accessible at the kerbside adjacent to the site and the delivery docket/manifest signed by the cartage contractor or the driver of the Company that the goods were delivered accordingly shall be conclusive evidence of due delivery of the goods.

(vii) The Company if requested to enter a property accepts no responsibility for any damage caused by the Company or its agent.

(viii) A standard delivery charge as published by the Company from time to time in its price list will apply.

(ix) Where trucks are held on a site for more than 1 hour additional costs will apply.

(x) For delivery of lengths over 9 metres the Customer must enquire at time of ordering about additional delivery costs.

(xi) Deferred delivery of goods already manufactured for the Customer will incur storage charge of 0.5% per week of invoice value.

(i) Personal Property Securities Act 2009 (Cth) ("PPSA")

(ii) This clause applies to the Company's security interests in goods it supplies to the Customer and in proceeds derived therefrom.

(iii) The Customer waives its right under section 157(1) of the PPSA to notice of verification of any registration applied for by the Company.

(iv) The Company can apply amounts received from the Customer towards amounts owing by the Customer in any order it chooses.

(v) The Company may enforce its security interests by exercising all or any of its rights under the PPSA, these Terms and Conditions of Sale or general law.

(vi) To the maximum extent permitted under the PPSA the parties contract out of the following sections of the PPSA —95, 118, 121 (4), 125, 129(2), 129(3), 130, 132(3)(d), 132(4), 135, 142, 143 and the second sentence of section 126(2).

(vii)The Customer must at its own expense do anything the Company requires of it to ensure the Company's security interest is perfected and has priority, to obtain and maintain registration of the Company's security interests or to enforce those interests.

(viii)The Customer is liable for all fees and other expenses incurred by the Company in registering a security interest in goods supplied to the Customer or in the proceeds derived therefrom, and all costs of maintaining or changing a registration.

Acknowledgement

I/We the undersigned declare that all information provided to the Company for the purposes of assessing the Client's suitability for credit and provision of Goods is true and correct in every particular.

I/We the undersigned further acknowledge that I/ we have read, understand and agree to the above terms and conditions.

Client: _____

Signature: _____

Print Name: _____

Date: _____