

1. General

- (a) All quotations, offers, sales and contracts are subject to the following Terms and Conditions (STAUFF - Terms & Conditions of Sale 2014-07). These Terms and Conditions form part of and should be read in conjunction with each and every quotation, offer, sale or contract.
- (b) All clerical and typographical errors and omissions shall be subject to subsequent correction on the quotation and subsequent contracts between the parties. These shall at all times be subject to this right on the part of the Company.
- (c) "Company" means Stauff Corporation Pty Ltd. ABN: 44 001 338 487
- (d) These conditions (which may only be waived in writing signed by the Company) shall prevail over all conditions of the purchaser's order to the extent of any inconsistency.

2. Quotation Period

Unless previously withdrawn, any quotation is valid for a period of thirty (30) days from its date. The Company reserves the right to refuse any order based on this quotation within seven (7) days after receipt of the order.

3. Terms Of Payment

All payments are strictly net cash payable thirty (30) days from date of invoice.

4. Progress Payments

On any sale or contract where the price is expressed to be payable by progress payments, the Company shall be entitled to monthly progress payments as follows:

- (a) during manufacture, supply and/or erection – progress claims with payments of up to ninety percent (90%) of the total material purchased work done or erection completed payable seven (7) days from date of invoice; and
- (b) on completion of the contract the remaining balance of the adjusted contract value is payable thirty (30) days from date of invoice.

5. Goods and Services Tax

- (a) Unless otherwise stated, all prices and all other moneys payable by and on behalf of the purchaser are exclusive of Goods and Services Tax or like impost (GST).
- (b) Liability for GST (payable in respect of any taxable supply) is additional. It is payable by the purchaser to the Company at the same time the price and other moneys are payable.

6. Rights in Relation to Goods

- (a) Ownership of goods supplied will not pass to the purchaser until the goods have paid for in full.
- (b) The purchaser acknowledges that until that time they are in possession of the goods solely as Bailee for the Company.
- (c) The purchaser's right to possession of the goods shall cease if payment for the goods is due under clause 3 but not paid. In such event, the company may enter any premises where the goods are stored or are reasonably thought to be stored and repossess them.

7. Where Goods Have Not Been Paid for in Full:

- (a) Until the purchaser uses or sells the goods, they must store them separately and so they are clearly identifiable as the property of Stauff Corporation Pty Ltd.
- (b) The purchaser may sell the goods in the ordinary course of their business on the following conditions;
 - i. the purchaser makes the sale as agents and Bailee for the Company;
 - ii. the proceeds of the sale are held by the purchaser in trust for the Company and they keep them separately, so that they are clearly identifiable as the company's; and
 - iii. if the purchaser has not received the proceeds of the sale, they will, immediately upon request assign to the Company all their rights arising out of the sale.

8. Personal Property Securities Act 2009 ("PPSA")

- (a) In this clause:
 - 1) financing statement has the meaning given to it by the PPSA;
 - 2) financing change statement has the meaning given to it by the PPSA;
 - 3) security agreement means the security agreement under the PPSA created between the purchaser and the Company by these terms and conditions; and
 - 4) security interest has the meaning given to it by the PPSA.
- (b) Upon assenting to these terms and conditions in writing the purchaser acknowledges and agrees that these terms and conditions:
 - 1) constitute a security agreement for the purposes of the PPSA; and
 - 2) create a security interest in:
 - i. all Goods previously supplied by the Company to the purchaser (if any); and
 - ii. all Goods that will be supplied in the future by the Company to the purchaser.
- (c) The purchaser undertakes to:
 - 1) 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 the Company 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 ("PPSR");
 - ii. register any other document required to be registered by the PPSA; or
 - iii. correct a defect in a statement referred to in clause 8(3)(i) or 8(3)(a)(ii);
 - 2) indemnify, and upon demand reimburse, the Company for all expenses incurred in registering a financing statement or financing change statement on the PPSR established by the PPSA or releasing any Goods charged thereby;
 - 3) not register a financing change statement in respect of a security interest without the prior written consent of the Company;
 - 4) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Company and;
 - 5) immediately advise the Company 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.
- (d) The Company and the purchaser agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and

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conditions.

- (e) The purchaser hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- (f) The purchaser waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- (g) Unless otherwise agreed to in writing by the Company, the purchaser waives its rights to receive a verification statement in accordance with section 157 of the PPSA.
- (h) The purchaser shall unconditionally ratify any actions taken by the Company under clause 8(3) to 8(5).

9. Delivery

- (a) The Company will endeavour to effect delivery in the time stated, but does not accept any responsibility if the delivery is not effected in the time stated. In case the procuring and/or shipment or delivery of the goods to the purchaser is prevented or delayed through any cause beyond the Company's control, the delivery and/or shipment may be suspended partially or totally and this shall not be a breach of nor in any way invalidate this contract and the period of shipment and/or delivery shall be extended accordingly.
- (b) The Company does not accept orders that include a penalty for late delivery, unless specifically agreed to in writing.

10. Default in Payment

Should the purchaser make any default in payment or commit any act of bankruptcy or assign their estate or make any arrangements with their creditors or go into liquidation or become subject to a receivership, the Company may at its option cancel any undelivered portion of the order and shall be entitled to recover from the purchaser all losses and damages suffered and all expenses incurred by reason of any such default.

11. Claims

All claims with regard to quality, quantity or conditions etc., shall be made in writing within ten (10) days of delivery, otherwise the goods delivered will be deemed to be in accordance with the contract. Any defective goods are to be returned freight paid to the Company at the purchaser's risk. In no instance shall any claim for damage or loss, whether direct or indirect, in respect of the goods howsoever arising out of them or their use be greater in amount than the actual invoice value of the goods in respect of which the claim is made. All damage or loss over and above such invoice price shall be borne by the purchaser.

12. Charges for Designs

Where a sketch, model or other experimental or preliminary work is made or performed by the Company at the request of the purchaser and an order therefrom does not eventuate, the cost thereof will be charged to the purchaser.

13. Liability

The Company is not the manufacturer of the goods and gives no guarantee as to quality nor as to fitness thereof for any particular purpose and accepts no liability in respect of or resulting from any defect in or failure of the goods supplied. The purchaser accepts the guarantee of the manufacturer of the goods is the only guarantee given to the Purchaser in respect of the goods. The Company agrees to assign to the purchaser on request the benefit of any warranty or entitlement to the goods that the manufacturer has granted to the Company under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.

14. Limitation of Liability

To the extent permitted by the Australian Consumer Law the total liability of the Company to the purchaser for any claims is limited to one or more of the following:

- (a) In the case of services supplied or offered by the Company:
 - i. the re-supply of the services; or
 - ii. the payment of the cost of having the services re-supplied.
- (b) In the case of goods supplied or offered by the Company:
 - i. the replacement of the goods or the supply of equivalent goods; or
 - ii. the repair of the goods; or
 - iii. the payment of the cost of having the goods replaced; or
 - iv. the payment of the cost of having the goods repaired.

15. Specifications

Unless otherwise stated in the quotation, all information contained in drawings, and catalogues and other advertisement matter, is intended merely to present a general idea of the goods described therein and dimensions, weight, and other particulars must be taken as approximate only. Certified drawings will be furnished if required. All drawings are the exclusive property of our principals, and must not be lent, copied, or otherwise used without the written consent of our principals or of this Company and must be returned on demand. We reserve the right to amend specifications to such extent as may be thought fit by the manufacturer during the course of manufacture.

16. Alterations, Faulty Information

All equipment supplied and delivered under this quotation will be completed strictly within the terms of the specification and drawings referred to. If the purchaser should for any reason, require any alteration or amendment thereto, such amendment and/or alteration shall be arranged and agreed upon in writing prior to commencement or during the currency of the contract. And further that a price allowance and amended delivery schedule therefore shall have been agreed to by the Company in writing.

17. Default in Payment

Failure to make payment when due constitutes a breach of the contract and the Company may repudiate the whole contract without in any way jeopardising its right of payment for work done or money expended, or its other legal rights.

18. Price Variations

All quotations for goods of overseas manufacture and quoted on indent basis, are subject to any variation in exchange rates, custom duty, overseas freight charges and government charges which may be imposed, other than those in effect as at the date of this quotation.

19. Risk

The purchaser's property while in the possession of the Company shall be entirely at the purchaser's risk in all respects. The Company accepts no responsibility for any loss or damage occurring to the property while in the Company's possession or through its failure to re-deliver the property or any part thereof to the purchaser.

20. Cancellation

Orders can only be cancelled with the Company's written consent, which consent the Company shall be entitled to withhold in its absolute discretion. Any consent will be on terms which indemnify the Company against all losses.