



TERMS AND CONDITIONS OF SALE

1. Interpretation

In these terms and conditions of sale

- (a) "Supplier" means High Profile Panels Pty Ltd (ABN 39 116 266 589) trading as HPP and High Profile Postforming Pty Ltd (ABN 32 116 266 936) trading as HPP referred jointly and severally as HPP;
- (b) "you" or "customer" means the Customer and/or Guarantor/s stated in the Application for Commercial Credit Account and any other person offering to contract with the Supplier on these terms and conditions or, where such person is acting in the course of employment, such persons employer;
- (c) "Goods" means goods supplied by the Supplier to the Customer from time to time;
- (d) "Agreement" means the agreement set out in the entire Application for Commercial Credit Account of the parties as to the supply of Goods by the Supplier to the Customer (and incorporates those terms and conditions as amended from time to time).

2. Charge

You hereby charge in favour of the Supplier;

- (a) All real property in which you now or in the future have any title or interest in as security for any and all monies owing to the Supplier and you hereby consent to the Supplier lodging a caveat which notes the Suppliers interest in that real property. When requested by the Supplier, you irrevocably agree to grant the Supplier a mortgage in registrable form and the Certificate of Title (if any) and do all things that the Supplier reasonably requests to have the mortgage registered on title to the property.
- (b) All your personal property including without limitation all the stock, motor vehicles, plant & equipment and debtors you now or in the future own as security for any and all monies owing to the Supplier and you hereby consent to the Supplier registering with any competent authority the Suppliers interest in that personal property.

3. Ownership of Goods

- (a)
 - (i) Property in any goods delivered to the you will not pass to the customer until the later of (a) payment in full for the goods; (b) payment in full of all monies owing or unpaid by you to the Supplier including monies in respect of goods previously or subsequently supplied to you by the Supplier.
 - (ii) The customer shall store the goods in such a manner as to show clearly that they are the property of the Supplier and you shall keep records of all use and sales of such goods.
 - (iii) The customer shall keep the goods free from and will indemnify the Supplier against any charge, lien or other claim thereon. The customer has no title or right to charge or encumber the goods before payment to the Supplier under this clause.
 - (iv) If the customer fails to pay the purchase price or any other debts to the Supplier when due, or commits any act of bankruptcy, the Supplier may without notice and without prejudice to any of its rights and remedies recover and/or resell the goods or any of them and may by its servants or agents enter upon the Customer's premises for that purpose.
- (b) Goods delivered to the customer shall be at the customer's risk on delivery to you.
- (c) Notwithstanding paragraph (a), the customer may on-sell the goods on commercial terms in the ordinary course of its business before the purchase price for the goods and other debts to the suppliers have been paid to the Supplier, but in this case the customer shall hold the proceeds of such sale on trust for the Supplier in a separate account and account to the Supplier for such proceeds on demand.
- (d) The Supplier will be given full ownership of any new goods or objects formed if you transform our goods into other products or affix those goods to other objects.
- (e) The Customer is not entitled to return the goods and refuse or delay payment on the grounds that the property in the goods has not yet passed.

4. Delivery and Returns

- (a) The customer is solely responsible for acceptance of the orders and shall raise no claims for loss or damage to orders where same are, by arrangement, delivered to and left at unattended sites.
- (b) Goods may be exchanged within fourteen (14) days of delivery and must be accompanied by the corresponding Invoice/Delivery Docket, Monies will not be refunded and an administration charge of 15% will apply. Non standard or special size goods cannot be exchanged.

5. Price

Unless otherwise agreed in writing the price of the goods shall be that price charged by the Supplier at the date of order, plus any transportation, freight, postage, packaging, handling, insurance and goods and services tax ("GST") and any other expense plus any amount which the Supplier is required to pay on account of sales or other taxes assessed in relation to the goods. GST where applicable, will be charged at the appropriate rate ruling at the date of invoice.

6. Terms of Payment

- (a) Payment for material goods and services pursuant to this agreement including GST is due on the last day of the month following the month in which the goods were delivered or services provided unless otherwise stated in writing by the Supplier.
- (b) After the due date of payment, the Supplier may charge interest on outstanding amounts payable, calculated on a daily balance, at the reference rate of our nominated Banking Corporation + 1%. Service to the account may also be suspended pending full payment.
- (c) The customer agrees to pay and reimburse the Supplier on demand for all legal costs, stamp duty or other costs or expenses suffered or incurred by the Supplier in respect of the preparation of any agreements, personal guarantees, securities or other documentation required by the Supplier to document or secure the provision of credit to the customer together with all collection and enforcement costs and expenses which the Supplier may suffer or incur in connection with the sale of goods or supply of services or provisions of credit to the customer (without limitation) legal costs on a full Indemnity basis.

7. Changes in Ownership

In the event of the customer, being an individual or partnership, incorporates his/her business and the company continues to use the existing account, or the account is used by a company of which he/she is a director, he/she hereby agrees to personally guarantee all due debts. If ownership of the Customer's business changes, the customer will remain liable for all debt incurred on this account until such time as the Supplier is notified in writing of such change.

8. Limitation of Liability

The Customer acknowledges that no warranty, condition, description or representation in relation to goods supplied is given by the Supplier, expressly or implied. All warranties, terms and conditions in relation to the state, quality of fitness of the goods and of every other kind whether implied by use, statute or otherwise are hereby excluded. The Supplier shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply of the goods arising out of the Supplier's negligence or in any way whatsoever. The Supplier's liability for a breach of a condition or warranty implied by Div. 2 of Pt V of the Trade Practices Act 1974 (other than s.69) is hereby limited to: -

- (a) In the case of goods, any 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;
 - (iv) the payment of the cost of having the goods repaired; or
- (b) In the case of services again:-
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again

The supplier's liability under s.74H of the Trade Practices Act 1974 is expressly limited to a liability to pay the customer an amount equal to: -

- (a) The cost of replacing the goods; or the cost of obtaining equivalent goods; or
- (b) The cost of having the goods repaired, whichever is the lowest amount.

9. Exercise of Legal Rights

The failure, delay, relaxation or indulgence on the part of the Supplier in exercising any power or right conferred upon the supplier by these Terms and Conditions of Sale does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under these Terms and Conditions of Sale.

10. Governing Law

These Terms and Conditions of Sale shall be construed in accordance with the law in force in Queensland, Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that state. It shall be competent for the supplier to issue proceedings in Gold Coast, Queensland in a Court of competent jurisdiction.

11. Severability

Where these Terms and Conditions of Sale are qualified by any provision of law which applies and which cannot be excluded, where any such provision in these Terms and Conditions of Sale is deemed to be unlawful or unenforceable, such provision shall be severed from these Terms and Conditions of Sale and all other provisions hereof shall remain in force to the fullest extent permitted by law.

12. Power of Attorney

You appoint the Supplier as your Attorney to do whatever is necessary to complete the Agreement on your behalf and to exercise any of your rights or powers or obligations relating to the Agreement (including the granting of a mortgage in accordance with Clause 2). You acknowledge that the Supplier may delegate to any person any, or all of its powers under this Clause. In consideration for the Supplier entering into the Agreement and supplying you with goods and/or services, you may not revoke this Power of Attorney.