SALES TERMS

1 APPLICATION

1.1 **Conditions of Sale:** These terms and conditions (**Sales Terms**) apply to the supply of any goods and services by Strata Lining Pty Ltd ACN 102 308 707 (**Company**) to any person, company or entity that orders or acquires them (**Customer**). The Customer is taken to have unconditionally accepted these Sales Terms by placing an order, accepting delivery or paying any amount to the Company.

1.2 **Exclusion:** These Sales Terms apply to the exclusion of any other terms and conditions. The Company rejects any terms or conditions contained in any document issued by the Customer (including any purchase order, invoice, confirmation, correspondence, or other communication), even if the Company accepts an order, delivers goods or services or receives a payment.

1.3 **Alternative Terms**: If the Company and the Customer enter into a separate written agreement, signed by both parties, that expressly states that it governs a particular supply, that agreement will prevail over these Sales Terms to the extent of any inconsistency. These Sales terms otherwise continue to apply.

2 ORDERS

2.1 **Placing orders:** If the Customer wishes to purchase any goods or services from the Company, it must place an order specifying the product names, codes, quantities, requested delivery date and any other information reasonably required by the Company. An order constitutes an offer by the Customer to purchase the goods or services in accordance with these Sales Terms.

2.2 **Acceptance:** The Company may accept or reject any order in its discretion. A binding agreement is formed only when the Company accepts the order, which may occur by written confirmation, commencing supply or delivery.

2.3 **Variations**: The Customer may not cancel or vary an order after it has been accepted without the Company's prior written consent. Any variation to an accepted order must be requested in writing and is subject to the Company's prior written approval. The Company may adjust the price, delivery time and any other affected terms as a result of a variation or invoice the Customer for the additional costs arising.

2.4 **Substitutions:** If the specific goods or services are unavailable, the Company may supply a reasonable substitute of substantially similar type and quality.

3 PRICE

3.1 **Price:** The price payable for goods or services is the price agreed in writing or, if no price is agreed, the Company's price in effect at the date the Company accepts the relevant order. Prices are ex works (EXW) the Company's premises, unless the parties agree in writing otherwise.

3.2 **Quotation:** Any quotation issued by the Company is valid for 30 days unless stated otherwise. A quotation does not constitute an offer and may be withdrawn or amended at any time before the Company accepts an order. The Company may amend its prices at any time before accepting an order.

3.3 **GST**: Unless otherwise stated, all prices are exclusive of GST and any other taxes, duties or levies. The Customer must pay any applicable GST in addition to the price.

4 PAYMENT

4.1 **Invoicing and payment:** Account holders must pay all amounts due within 30 days of the date of the Company's invoice, unless otherwise agreed in writing. Non-account holders must pay in full before any goods are delivered or services commence. Payments by credit card or other electronic means may attract a processing fee and the Company may refuse to accept certain cards, including Diners Club cards. The Customer must pay all amounts in full, without deduction, set-off, or counterclaim of any kind.

4.2 **Deposit**: Any deposit required by the Company at the time of order is payable before supply or services commence and is non-refundable.

4.3 **Credit application:** If the Customer makes an application to the Company for credit, the Customer acknowledges that the Company's

obligations in connection with these Sales Terms always remain conditional on the Company's continued willingness to extend such credit on terms it considers satisfactory. The Company may withdraw, suspend or vary credit terms at its sole discretion.

4.4 **Adjustment:** The Company may, acting reasonably, from time to time increase its prices by giving the Customer at least 30 days' prior written notice.

4.5 **Default:** Time is of the essence with respect to payment. If the Customer fails to pay any amount when due, or becomes insolvent, bankrupt, or has a receiver, manager, or liquidator appointed, all outstanding amounts become immediately due and payable, and the Company may, at its discretion, suspend supply or take any other action to recover amounts owed.

4.6 **Interest:** If any amount payable under these Sales Terms is not paid by the due date, the Customer must pay interest on the overdue amount from the due date until it is paid in full. Interest accrues daily at a rate of 2% per month above the overdraft rate charged by St George Bank on accounts under $100,000 (or another bank as updated by the Company), calculated daily and compounded monthly. Payment of interest does not limit any other rights the Company may have for non-payment.

5 DELIVERY

5.1 **Delivery:** Unless otherwise agreed in writing, delivery of goods is ex works (EXW). The Customer is responsible for arranging transport from the Company's premises and responsible for freight, transport and insurance. If the Company arranges transport or insurance at the Customer's request, the Customer must reimburse the Company for the cost.

5.2 **Timing:** Any requested delivery dates are estimates only. The Company will use reasonable efforts to meet requested dates but will not be liable for any loss or damage resulting from late delivery. The Customer may not cancel an order or withhold payment solely because the Company does not deliver on a requested date.

5.3 **Delivery to third party:** Delivery of goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of these Sales Terms.

5.4 **Subcontracting**: The Company may engage a subcontractor to perform all or part of the services or works it has agreed to provide. Where the Company does so, the Customer agrees that the subcontractor may carry out the work under their own terms and conditions, and the Customer will comply with any obligations that reasonably arise from the subcontractor performing the work.

5.5 **Compliance and Safety**: The Customer must comply with all applicable laws, regulations, and industry standards in relation to the use, supply, and handling of goods, services, and Equipment. This includes, without limitation, workplace health and safety laws, environmental regulations, privacy, anti-bribery and corruption laws, and modern slavery legislation. The Customer must notify the Company if it becomes aware of any breach or suspected breach of such laws in connection with these Sales Terms.

5.6 **Damage During Transit:** The Customer is responsible for any loss or damage to goods in transit, including by any carrier or transport provider, and must promptly notify the Company of any damage or shortage. This Company will reasonably assist in claims against carriers, but this does not affect the Customer's responsibility for loss or damage.

6 RISK AND TITLE

6.1 **Title:** Unless goods are supplied on hire terms as set out in these Sales Terms, title passes to the Customer only once the Customer has paid all amounts owed to the Company in full.

6.2 **Risk:** Risk transfers to the Customer when the goods are collected from the Company's premises by the Customer or its carrier or delivered to the Customer or a third party nominated by the Customer. From that point, the Customer is responsible for loss, damage or destruction of the goods, including during transport, whether or not title has passed.

6.3 **Security:** To secure payments of all amounts owed to the Company, the Customer charges all its legal and equitable rights, title and interest in any real or personal property, present or future, to the Company. The Customer acknowledges that the Company has a lien over all goods and services in its possession belonging to the Customer to secure payment of any amounts owed under these Sales Terms.

6.4 **Insurance and Damaged Products:** If any goods are damaged or destroyed after delivery but before title passes, the Company is entitled to receive all insurance proceeds payable in respect of those goods. This clause is sufficient evidence of the Company's entitlement without further enquiry by any insurer or third party.

6.5 **Unattended Products:** If The Customer requests goods be left for collection or to deliver to an unattended location, those goods will be left at the Customer's sole risk.

7 CLAIMS

8 **Inspection and Notification:** The Customer must inspect all goods on delivery to ensure they are complete and in good condition. The Customer is deemed to have accepted the goods unless it notifies the Company in writing of any defect, shortage, or damage within 7 days of delivery.

9 **Returns and Restocking:** Goods may not be returned without the Company's prior written authorisation. Any return must be accepted by the Company or its nominated supplier. The Customer is responsible for any restocking fees and for all transport or delivery costs to return goods, unless the Company agrees in writing to cover costs for goods delivered damaged.

10 **Warranty claims:** All warranty claims must be directed to the Company. The Company will assess the claim and determine the appropriate remedy in accordance with the applicable warranty and these Sales Terms.

11 HIRE EQUIPMENT (WHERE APPLICABLE)

11.1 **Equipment:** Any machinery, unit, tools or other items supplied by the Company to the Customer on hire (**Equipment**) remains the Company's property at all times and must be returned immediately on demand or at the end of any hire period.

11.2 **Approved materials**: The Customer may only use the Equipment in accordance with all directions for use, with products, materials, or consumables approved by the Company in writing. Use of unapproved materials in the Equipment may void any warranty (subject to law) the Customer will be liable for any associated damage or liability for Equipment loss or malfunction.

11.3 **Charges:** Where the Company provides Equipment on a rental basis, fees shall commence when the Equipment is delivered to the Customer and will continue until returned to the Company.

11.4 **Location and possession:** The Customer must not alter, relocate, sell or otherwise deal, charge or encumber the Equipment in any way without the Company's prior written consent. All identifying name plates, labels or numbering must not be altered, defaced or removed.

11.5 **Maintenance:** The Customer must take reasonable care of the Equipment at its own expense, including cleaning, maintaining and servicing the Equipment in accordance with any directions. Equipment must be returned in good working order, fair wear and tear excepted.

11.6 **Insurance:** The Customer is responsible for any loss, damage, or theft of the Equipment while in its possession and must insure the Equipment against fire, accident and theft and other usual risks, to at least equal its market value.

11.7 **Purchase:** The Company may also, at its sole discretion, agree that the Customer purchase any or all of the Equipment, if the Customer and Company agree in writing.

11.8 **Costs:** If an Equipment malfunction or breakage is caused or contributed by any act or omission of the Customer or its employees, agents or contractors, the Customer is responsible for the cost of maintenance or replacement, including service call out fees, spare parts and other related materials required for repairs.

11.9 **Early Termination:** If an Equipment hire is terminated prior to the end of any agreed term, the Customer will pay the Company an Early Termination Fee (recognised by both parties as a genuine pre-estimate of loss) of 30% of remaining hire fees for the balance of the hire term, within 30 days of termination.

12 INTELLECTUAL PROPERTY

12.1 **Confidential Information:** Each party must keep confidential all information obtained from the other party that is marked confidential or that a reasonable person would consider confidential (including business, technical, and commercial information). Confidential information must not be disclosed to any third party or used for any purpose other than performing obligations under these Sales Terms, unless required by law or with the prior written consent of the disclosing party.

12.2 **Ownership:** All intellectual property rights in the goods, services, Equipment, or any materials supplied by the Company remain the property of the Company or its licensors. The Company retains all intellectual property in drawings, designs, or documents created for the Customer unless otherwise agreed in writing.

12.3 **Use:** The Customer may use the goods, services, Equipment, and materials only for the purposes for which they are supplied and only to the extent permitted by these Sales Terms. The Customer must not copy, modify, reverse-engineer, reproduce, adapt, or create derivative works from any of the Company's intellectual property, nor claim any ownership or rights in it.

12.4 **Infringement:** If the Customer provides any materials including specifications, designs, or drawings for the production or supply of any goods or services, the Customer warrants that their use will not infringe any third party rights. The Customer indemnifies the Company against any claims, demands, suits, or actions relating to such materials. The Customer must immediately notify the Company of any suspected infringement of the Company's intellectual property rights and cooperate fully to protect the Company's rights.

12.5 **Developed IP:** Any intellectual property created, developed, or produced by or for the Customer, its employees, contractors, or agents in connection with or arising out of these Sales Terms is assigned to the Company on creation. The Customer must do all things reasonably required to ensure the Company obtains full legal title and rights to such intellectual property, including executing any documents necessary to effect the assignment.

13 WARRANTY

13.1 **Consumer Law**: Where a Customer is a consumer under applicable law, nothing in these Sales Terms excludes, limits or modifies the application of, or any rights or remedies conferred by, the Australian Consumer Law (or any other applicable legislation) where to do so would contravene that law.

13.2 **Acknowledgement**: The Customer confirms it is acquiring the goods and services for trade or business purposes. The Customer has relied on its own skill and judgement in deciding to purchase and has not relied on any statement, representation, or warranty not expressly set out in these Sales Terms.

13.3 **Manufacturer Warranties**: Where a manufacturer provides a warranty for any goods or Equipment, the Customer may rely on that warranty. This does not affect any rights the Customer may have under law that cannot be excluded. The Customer is not entitled to cancel the order, rescind the agreement, or claim damages from the Company for any statement, representation, or promise not expressly set out in these Sales Terms.

13.4 **Company Warranties**: To the maximum extent permitted by law, the Company excludes all other warranties, whether statutory or otherwise, except those that cannot be excluded. Any warranty provided by the Company applies only if the good, service or Equipment is properly maintained, used in accordance with instructions and for its intended purpose, and not repaired, altered, or modified without the Company's prior written consent. The Company is not responsible for fair wear and tear, accidents, or events outside its control.

13.5 **Remedies**: If a valid warranty claim arises, the Company may, at its option, replace or repair the Product or Equipment, or provide a credit for the purchase price paid.

13.6 **Liability**: To the maximum extent permitted by law, the Company is not liable for indirect, consequential, or special loss, including loss of profit, revenue, savings, business, data, or goodwill, or any loss arising from delay, malfunction, or defect in the goods, services or Equipment.

13.7 **Indemnity**: The Customer indemnifies the Company against any loss, damage, or cost arising from the Customer's use, misuse negligent use, or improper storage of the goods, services or Equipment.

14 TERMINATION

14.1 **Right to Terminate:** The Company may terminate any agreement or hire arrangement immediately if the Customer fails to pay any amounts due, breaches any material obligation, misuses goods, services or Equipment or intellectual property, or becomes insolvent.

14.2 **Consequences:** On termination, the Customer must immediately pay all outstanding amounts, return any Equipment in good condition, return or destroy any confidential information at the Company's direction, and stop using the

Company's goods, services, Equipment or intellectual property. Termination does not affect the Company's rights to recover any sums owed, exercise its rights, enforce indemnities, or claim for any loss or damage.

15 DEFAULT

15.1 **Disposal:** In the event that the Company retains or regains possession of the goods ordered by the Customer and the Customer has not paid for the goods within the Company's terms, then the Company may dispose of the goods and may claim from the Customer any loss the Company has suffered in relation to same.

16 CUSTOMER

16.1 **Change in Ownership:** The Customer must notify the Company in writing within 7 days of any change in business details, ownership or control of the Customer. The Customer indemnifies the Company for any loss or damage arising from failure to provide such notice.

16.2 **Credit Check:** The Customer consents to the Company collecting, using, and disclosing personal and business information for the purposes of assessing credit, managing accounts, and enforcing these Sales Terms. The Customer authorises the Company to obtain credit reports or other information about the Customer from any credit reporting agency, bank, or other source, and to share information about the Customer's payment history with third parties where required by law or as reasonably necessary to manage credit risk. The Customer warrants that all information provided to the Company is accurate and complete, and agrees to promptly update the Company if any details change.

16.3 **Trusts:** If the Customer enters into these Sales Terms as trustee of a trust, the Customer confirms that it has the power to bind the trust and agrees that it will be personally liable for all obligations under these Sales Terms in addition to the trust.

16.4 **Guarantee:** Where the Customer has entered into a signed guarantee and indemnity in favour of the Company, the Customer's obligations under these Sales Terms are guaranteed by the guarantor to the extent set out in that document. The Company may rely on that guarantee in addition to any rights it has against the Customer under these Sales Terms.

17 SECURITY INTEREST

17.1 **PPSA:** In relation to the Personal Property Securities act 2009 (PPSA):

a) the Customer consents to the Company (the Secured Company) effecting a registration on the register (in any manner the Secured Company deems appropriate) in relation to any security interest arising under or in connection with or contemplated by these Sales Terms including registering a security interest over any goods, Equipment or other property supplied to the Customer;

b) the Secured Company need not give any notice under the PPSA (including a notice of a verification statement) under or arising out of anything relating to a security interest unless the notice is required by the PPSA and the giving of it cannot be excluded;

c) the Customer authorises the Company under section 275(7)(c) of the PPSA to obtain from the holder of any other security interest over relevant collateral any of the information referred to in section 275(1) of the PPSA;

d) the Customer agrees to promptly execute any documents, provide all relevant information, fully cooperate with the Secured Company and do any other act or thing that the Secured Company requires to ensure that the Secured Company has a perfected security interest in, and as priority over other security interests in the relevant collateral or otherwise;

e) each party contracts out of each provision of the PPSA which section 115 permits, except sections 117, 118, 123, 126, 128, 129, 134(1) and 135. However, each of those sections is contracted out of to the extent that a provision in it would be contrary to or limit an express or implied right on the part of the Company provided for in any agreement between the Customer and the Company;

f) any disposal or other exercise of any right, power or remedy by the Company will only be taken to be made under a provision which has not been excluded in paragraph (e) above, if the Company so elects;

g) notices or documents required or permitted to be given to the Secured Company for the purposes of the PPSA must be given in accordance with the PPSA;

h) neither the Secured Company nor the Customer

may disclose information of the kind mentioned in subsection 275(1) of the PPSA except in circumstances required by paragraphs 275(7)(b)-(e); and

i) the Customer waives its rights to receive anything from the Secured Company under section 275 and agrees not to make any request of the Secured Party under that section of the PPSA.

17.2 **BCIS:** If any services or work undertaken by the Company in connection with these Sales Terms is work classified as "construction work" in section 5 of the Building and Construction Industry Security of Payment Act (**BCIS Act**) 1999 then all invoices issued by the Company are issued pursuant to the provisions of the BCIS Act

18 GENERAL

18.1 **Entire Understanding:** These Sales Terms are the entire agreement and understanding between us on everything connected with its subject matter. Any variation of these Sales Terms must be in writing and signed by the parties.

18.2 **Meaning of Words:** Capitalised words have the meaning defined in bold in the relevant clause in which they first appear.

18.3 **Interpretation:** In these Sales Terms, unless the context requires otherwise: the singular includes the plural and vice versa; 'includes' is not a word of limitation; references to legislation include any amendments or replacements; and references to a party include their successors and permitted assigns.

18.4 **Unexpected Events:** Neither party is liable for delay or failure to perform their obligations (except payment) due to events beyond their reasonable control, including natural disasters, government restrictions, or major disruptions. If the delay continues for more than 30 days, either party may end these Sales Terms by providing written notice to the other.

18.5 **Further Assurances:** Each party agrees to all things, including without limitation executing any other document, reasonably needed to give effect to the provisions in these Sales Terms.

18.6 **Relationship:** The parties are independent contractors and nothing in these Sales Terms constitutes any relationship of partners, trust partnership, joint venturers, agency, co-owners, employee or representative and no party has the authority to represent the relationship as such or bind the other party in any way.

18.7 **No Representation or Reliance:** Each party confirms it has not relied on any representation or inducement not expressly set out in these Sales Terms.

18.8 **Transfer:** A party must not assign or otherwise transfer any or all of its obligations arising out of these Sales Terms without the prior written consent of the other party.

18.9 **Rights and Remedies:** The rights, remedies and powers of the parties under this Sales Terms are cumulative and do not limit any other rights, remedies or powers available at law or in equity.

18.10 **Waivers:** A waiver is effective only if it is writing. And only for the specific instance. Failure or delay in exercising a right does not prevent its future exercise.

18.11 **Severability:** A term or part of a term of these Sales Terms that is illegal or unenforceable may be severed and the remaining terms or parts of the terms continue in full force.

18.12 **Survival:** Any provision which, by its nature would survive termination or expiry of these Sales Terms, will survive termination or expiry of these Sales Terms.

18.13 **Governing Law:** These Sales Terms are governed by New South Wales law and the parties submit to the exclusive jurisdiction of New South Wales courts.