

CREDIT ACCOUNT TERMS AND CONDITIONS

PLEASE READ FULLY THESE TERMS AND CONDITIONS BEFORE SIGNING THIS APPLICATION FORM

The terms and conditions set out in this form will apply to credit extended by Archiclad Pty Limited ABN 82 100 917 191 (Hereinafter called the **Supplier**) and any of its related bodies corporate (as defined by the Corporations Act 2001) or assigns, and your signed application will be evidence of your agreement to that effect.

"Supplier" means Archiclad Pty Limited or any of its related bodies corporate (as defined by the Corporations Act 2001) or assigns from whom Goods are purchased.

"Customer" means the party making this application for credit and/or the entity that has contracted with the Supplier to buy Goods and/or Services and includes the applicant as stated in Sections 1 and 2 (as the case may be) of this application for credit.

"Goods" means any goods and/or services supplied by the Supplier to the Customer (or ordered by the Customer but not yet supplied).

"Services" means any services supplied by the Supplier to the Customer (or ordered by the Customer but not yet supplied).

1. TERMS OF ACCOUNT

- a) Trading terms are strictly 30 days, unless otherwise stated in writing by the Supplier, and payment is to be received by the Supplier, within 30 days or otherwise agreed, following the month/date of invoicing/billing.
- b) The credit allowed under this application is limited to the higher of the amount advised by the supplier or the amount of credit extended
- c) The Customer agrees to pay any stamp duty assessed on this document, where applicable.
- d) The Customer must advise the Supplier in writing of any changes in its business structure as shown in this application within two (2) business days of such change occurring. The person or entity, shown in the Supplier's records as the Customer, remains liable to the Supplier for Goods supplied until the Supplier has accepted a fresh credit application from the person or entity operating the new business structure.
- e) Archiclad Pty Limited ABN 82 100 917 191 reserves the right to withdraw credit at any time, whether the Applicant is in default under the terms of this agreement or not. Upon cancellation with or without notice, all liabilities incurred by the Applicant become immediately due and payable to Archiclad Pty Limited ABN 82 100 917 191. If you fail to observe any of the above terms, or you have made a misrepresentation to the Supplier or given information which is untrue, credit facilities may be withdrawn, and all charges made to your account will become due immediately.
- f) The Supplier is not obliged to sell on credit terms and reserves the right to require cash on delivery before the Goods and/or Services are provided.
- g) The Customer expressly warrants and acknowledges that any credit provided to the Customer by the Supplier is to be used for wholly (or predominantly) business purposes.
- h) The Customer acknowledges that these terms take precedence over any terms and conditions contained in any document provided by the Customer.
- i) Any orders received by the Supplier from the Customer for the supply of Goods and/or Services shall constitute a binding contract and acceptance of these terms.

2. OVERDUE ACCOUNTS/SECURITY AND CHARGES

- a) Any amount not paid by the due date will, at the discretion of the Supplier, be subject to interest charged at 1.5% per month calculated on a daily basis on any monies due but unpaid. Such interest will be calculated from the due date of payment. The parties agree that this amount is a genuine pre-estimate of the Supplier's damages and is not a penalty.
- b) The Customer agrees that in the event it breaches any of these terms, it shall pay all the Supplier's reasonable costs, legal costs (on a full indemnity basis) and any expenses incurred by the Supplier which the Supplier incurs or is liable to pay (including contingently liable to pay), in connection with the enforcement of any and all rights and/or preservation of any and all rights contained in this agreement. The Customer acknowledges that collection agents'

costs may be calculated on a commission basis at a percentage rate of up to 20% of the overdue debt and interest and be contingent upon payment of the Customer's overdue debt (or any portion thereof), irrespective of the amount of work performed by the collection agent before the payment is made. The Customer agrees that it will pay any such commission or fees as liquidated damages on demand when making any payment of the overdue debt or part thereof.

c) The Customer, company and/or individual person(s) referred to in Section (1) and/or (2) of this application hereby charges in favour of the Supplier all of their estate and interest in any real property (whether held in their own right or in the capacity as trustee) that they now have, or which they may later acquire any such interest in, with payment of all moneys owed by the Customer to the Supplier now and in the future and hereby consents to lodging a caveat or caveats which note the Supplier's interest. Such registration of a caveat by the Supplier shall not be challenged by the Customer, company and/or individual person(s) referred to in Section (1) and/or (2) of this application in any way whatsoever, and they otherwise agree not to take any steps in filing a "Lapsing Notice" (or similar document) via the relevant land registry to have the caveat removed, until such time that the Customer has

paid all monies owing by it to the Supplier, as claimed to be owing by the Supplier from time-to-time.

d) The Customer, company and/or individual person(s) referred to in Section (1) and/or (2) of this application also charge all of their present and after-acquired

personal property with payment of all moneys owed by the Customer to the Supplier now and in the future.

e) Where the Customer, company and/or individual person(s) referred to in Section (1) and/or (2) of this application have previously granted a charge, mortgage and/or other security interest to the Supplier in any previous agreement, that charge, mortgage and/or security interest will continue, and shall be in addition to and separate from the charges and security interests created in this agreement, and shall secure all indebtedness and obligations of the Customer, company and/or individual person(s) referred to in Section (1) and/or (2) of this application under this Agreement.

3. TITLE OF GOODS AND PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

a) Whilst risk in the Goods passes on delivery, legal and beneficial title in the Goods shall remain with the Supplier until it has received payment in full for all monies owed by the Customer.

b) Until the Supplier has received payment in full for all monies owed by the Customer, the Supplier reserves the following rights:

- i. legal and beneficial ownership of the Goods;
- ii. the right to enter the Customer's premises (as the Customer's invitee) to retake possession of the Goods;
- iii. the right to keep or resell any Goods repossessed under sub-clause 3.b) ii; and
- iv. any other rights it may have at law or under the PPSA.

c) Where, pursuant to sub-clause 3.b) iii:

- i. the Supplier resells the Goods repossessed, it is agreed that the Supplier shall credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs); or
- ii. the Supplier retains possession of the repossessed Goods, it is agreed that the Supplier shall credit the Customer's account with the invoice value less

such sum as the Supplier reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.

d) The Supplier shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of any action taken to repossess the Goods (unless the action taken to repossess the Goods was grossly negligent or constituted wilful misconduct).

e) If the Goods are mixed (or commingled) with other property so as to be part of or a constituent of any new product, title to these products shall be deemed

to be assigned to the Supplier as security for the full satisfaction by the Customer of the full amount owing between the Supplier and the Customer.

f) Until the Supplier receives payment for Goods in full, the Customer acknowledges that the Supplier has a Purchase Money Security Interest (PMSI) which attaches over the Goods and their proceeds and a Security Interest in relation to other amounts owed by the Customer to the Supplier.

General

g) Upon assenting to these terms, the Customer acknowledges and agrees that these terms constitute a Security Agreement for the purposes of the PPSA.

h) The Customer undertakes to do anything (such as obtaining consents, producing documents, producing receipts and getting documents completed and

signed) which the Supplier asks and considers reasonably necessary for the purposes of:

- i. ensuring that a PMSI and/or Security Interest is enforceable, perfected and effective;

ii. enabling the Supplier to apply for any registration, or give any notification, in connection with the Security Interest created under this Agreement so

that the PMSI and/or Security Interest has the priority required by the Supplier.

i) To the extent permitted by law, the Customer irrevocably waives its right to:

i. receive notices or statements under sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;

ii. redeem the Goods under section 142 of the PPSA;

iii. reinstate this Agreement under section 143 of the PPSA;

iv. receive a Verification Statement.

j) Nothing in clause 3 prevents the Supplier from taking collection or legal action against the Customer to recover any monies owed from time to time.

4. DELIVERIES AND RETURNS

a) Subject to clause 4.e), risk in any Goods shall be deemed to pass to the Customer at the time when the Goods have been either (a) delivered to the

Customer or (b) delivered to the delivery address nominated by the Customer.

b) For the purpose of clause 4.a), the Customer agrees and acknowledges that in the event that there is no representative of the Customer present to receive

the Goods between the hours of 8:30am and 5:30pm local time (Office Hours), it is entirely responsible for any loss, expenses, damages and liabilities

occasioned as a result. Under no circumstances shall the Supplier be liable for losses, damages, expenses or liabilities occasioned by the delivery of Goods

being made to the delivery address when a representative of the Customer is absent when Goods are delivered to the nominated delivery address.

c) The Customer expressly acknowledges and agrees that any delivery date given by the Supplier as the delivery date for Goods is an estimate only and not a

constitute contractual term or legally binding representation, since the Supplier is reliant upon third parties to supply Goods by any nominated delivery date.

Accordingly, the Supplier shall not be liable for any loss or damage (howsoever arising) to the Customer or any third party if the Goods are not delivered by

a nominated delivery date.

d) The cost of freight and insurance to the point of the delivery address shall be at the Customer's expense and shall form part of the price payable for any

Goods.

e) Where the Customer arranges freight to its nominated location, risk in any goods shall pass when its nominated agent/carrier collects the Goods from the

Supplier.

f) The Customer is responsible for unloading the Goods at the point of delivery.

g) The Supplier may charge a reasonable storage fee for storage and/or redelivery charges in the event the Customer does not, or is unable to, accept delivery

of the Goods.

5. DISPUTES/RETURNS & CANCELLATION OF ORDERS

a) The Customer must, within 7 days of the relevant Goods being provided, raise any issue associated with incomplete, damaged, incorrect or substandard

quality and/or late supply (**Complaint**). The Customer acknowledges this 7-day timeframe ensures the Supplier can make contemporaneous enquiries and

investigations about the issue and its causes.

b) In the event a Complaint is made, the Customer must, upon request of the Supplier, allow the Supplier's nominated representative to attend the premises

where the Goods are located or, in the case of Services involving workmanship, where the workmanship was done, in order to inspect the Goods and/or the

workmanship (as the case may be).

c) If the Customer fails to give notice of any claim within the 7 day period specified in clause 5.a) and/or fails to allow the Supplier to inspect the Goods and/or

workmanship in accordance with clause 5.a), then, to the extent permitted by law, the Goods and/or Services (if involving workmanship) are deemed to be

accepted by the Customer.

d) Subject to clause 5.e), orders placed with the Supplier cannot be cancelled by the Customer and Goods cannot be returned without the written approval of

the Supplier. In the event that the Supplier accepts the cancellation of any order placed or the return of any Goods, it is agreed that the Supplier shall credit

the Customer's account with the invoice value less such sum as the Supplier reasonably determines on account of wear and tear, depreciation, obsolescence,

loss of profit and costs (including restocking costs).

e) Where the Customer orders any Goods from the Supplier that the Supplier does not have in stock, such that the Supplier is required to order the Goods from a third party (known as a "Special Buy-In"), the order is non-cancellable by the Customer, unless the third party itself is prepared to credit the Supplier for the cancelled Special Buy-In in which case the Supplier shall credit the Customer's account with the invoice value (as rendered to the Customer) less such sum as the Supplier reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.

6. LIMITATION OF LIABILITY & INDEMNITY

a) All implied conditions, warranties and undertakings other than the statutory guarantees set out in Schedule 2 of the Competition and Consumer Act 2010

("CCA") are expressly excluded to the extent permitted by law.

b) Where the Goods are of a kind other than goods ordinarily acquired for personal, domestic or household use, then the Supplier's liability is limited, at its

option, to anyone or more of the following:

i. repairing the Goods

ii. the costs of repairing the Goods;

iii. the replacement or supply of the equivalent of the Goods; or

iv. the payment of the costs of replacing the Goods or acquiring their equivalent.

c) Where the Services are of a kind other than Services ordinarily acquired for personal, domestic or household use, then the Supplier's liability is limited at its

option to:

i. supplying the Services again; or

ii. the payment of the costs of supplying the Services again.

d) Subject to the Customer's rights under Schedule 2 of the CCA:

iii. the Supplier shall not be liable for any loss or damage of any kind whatsoever, arising from the Goods and/or Services, including consequential loss

whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective

of whether such loss or damage arises directly or indirectly from the Goods and/or Services; and

iv. the Customer shall indemnify the Supplier against all claims and loss of any kind whatsoever however caused or arising and without limiting the

generality of the foregoing of this clause whether caused or arising as a result of the negligence of the Supplier or otherwise, brought by any person

in connection with any matter, act, omission, or error by the Supplier, its agents or employees in connection with the Goods and/or Services.

7. PRIVACY DISCLOSURE AND CONSENT

a) The Supplier collects personal information about the Customer (if a Company, sole trader, individual trustee, or partnership of individuals) for the purposes

set out in its Privacy Policy and its Credit Reporting Policy. A hardcopy of these policies can be provided to the Customer free of charge, upon request.

i. The Privacy Policy sets out: the personal information that the Supplier collects; how the Supplier collects and uses this information; how the Customer

may access or correct it; and how the Customer may make a complaint in respect of Supplier's management of the information.

ii. The Credit Reporting Policy sets out: the types of credit related personal information the Supplier collects; how it is collected, why it is collected; how

the Supplier may use and disclose the credit-related personal information, including the credit reporting bodies to which Supplier is likely to disclose

the Customer's credit related personal information to; and how a complaint may be made in respect of the Supplier's management of the credit related personal information.

b) By the Customer completing the Application for Commercial Credit or providing orders to the Supplier for the supply of Goods and/or Services, the Customer

is consenting to the Supplier, its authorised agent or legal representative collecting, handling, using, disclosing and otherwise dealing with the Customer's

personal information (including credit-related personal information) in accordance with the terms of the Supplier's Privacy Policy, its Credit Reporting Policy

and in accordance with Australia's privacy laws.

c) Verify identity information with the Issuer or Official Record Holder via third party systems for the purpose of verifying my identity.

8. MISCELLANEOUS

a) This agreement constitutes the entire agreement between the parties relating to its subject matter. All previous negotiations, representations and

understandings are merged into this agreement. No oral representation or information provided by the Supplier constitutes a legally binding representation,

contractual term or collateral agreement.

- b) Failure by the Supplier to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of its rights or obligations under this agreement.
- c) If any provision of this contract shall be invalid, void or illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected.
- d) Any variation to the terms must be agreed to in writing to have any legal effect.
- e) If an order is placed as an agent of a principal (whether disclosed or undisclosed) both the agent and the principal shall be joint and severally liable to pay for the Goods and/or Services and the relevant contracts shall be governed by these terms.
- f) This agreement shall be governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the Courts of Victoria.

WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE