

## TERMS AND CONDITIONS OF SALE

### 1. General

- a) The following Terms and Conditions apply to all products, services and quotations with North Geelong Glass Pty Ltd.
- b) In the event of any conflict between these Terms and Conditions and those which may be included in, or implied by, any document forming part of a purchaser enquiry specification, order, or contract, then these Terms and Conditions shall prevail.
- c) Acceptance of goods is acceptance of the above terms. No other Terms and Conditions as implied by customer order, etc. will be considered unless accepted in writing by the Management of North Geelong Glass Pty Ltd.

### 2. Limitation of Liability

- a) Written quotations are valid for thirty (30) days from date of quotation and thereafter are subject to confirmation in writing by North Geelong Glass Pty Ltd before acceptance.
- b) All prices are subject to market fluctuations and prices charged will be those ruling at the date of despatch of goods. Prices are subject to revision without notice.
- c) Goods and Services Tax will be charged where applicable.
- d) Terms of payment are STRICTLY 7 DAYS to approved purchasers. Payment must be received by North Geelong Glass Pty Ltd by the seventh day following the date of the invoice. Failure to pay the account by the due date may result in credit facilities being suspended until the total amount owing is paid. Failure to pay by the due date will result in the debt being lodged with our Debt Collection Agency and all associated costs will be added to the invoice.
- e) North Geelong Glass Pty Ltd reserved the right to vary the terms of payment for whatever reason, or to require payment in full prior to delivery.

### 3. Risk and Title

- a) The purchaser agrees and acknowledges that title of all products remain with North Geelong Glass Pty Ltd until full payment is received by North Geelong Glass Pty Ltd.
- b) The purchaser warrants that it will, until title of the products is transferred to the purchaser:
  - i. Protect the products from any loss, theft or damage;
  - ii. Keep the products in good condition;
  - iii. Use the care of cautious and prudent owner to keep the products in working order;
  - iv. Comply with all requirements of the law relating to the products or possession or ownership of the products;
- c) Until title to the products transfers to the purchaser, the purchaser must:
  - i. Enable the products to be readily identified as North Geelong Glass Pty Ltd property and cross reference to particular invoices.
  - ii. Not supply, dispose of or sell the products to any person other than in the ordinary and usual course of the purchaser's business;
  - iii. On 24 hours' notice from North Geelong Glass Pty Ltd allow North Geelong Glass Pty Ltd to enter the premises where the products are stored to inspect the products and provide North Geelong Glass Pty Ltd when required, consent of any party whose consent is required for that entry;
  - iv. Keep records that relate to the products separately identifiable and rarely distinguishable from those that relate to any other goods or stock in the purchaser's possession;
  - v. Hold the products as Bailee of North Geelong Glass Pty Ltd in respect of which each party acknowledges a fiduciary relationship exists between them;
  - vi. Not allow any person to have or acquire any security in respect of the products;
  - vii. Keep the products insured against theft, damage and destruction (if the purchaser fails to insure the products North Geelong Glass Pty Ltd may do so and the purchaser must reimburse North Geelong Glass Pty Ltd for the cost of insurance).
- d) If the purchaser fails to pay any or all of the total indebtedness to North Geelong Glass Pty Ltd under the Terms and Conditions North Geelong Glass Pty Ltd may without notice to the purchaser and without prejudice to any of its rights and remedies:
  - i. Recover and or sell the products or may enter upon the purchaser's premises for that purpose;
  - ii. Recover any difference between the sale of the products and the price payable by the purchaser for those products.

### 4. Personal Property Securities Act

- a) Title to the products remains with North Geelong Glass Pty Ltd until all money due by the purchaser is paid in full.
- b) The purchaser consents to North Geelong Glass Pty Ltd registering its rights under this Agreement pursuant to the Personal Property Securities Act 2009 (Cth) (PPSA)
- c) The purchaser acknowledges that following the commencement of the PPSA, the following provisions apply to these Terms and Conditions:
  - i. The purchaser agrees that North Geelong Glass Pty Ltd has a security interest for the purpose of the PPSA, created under the Terms and Conditions in relation to the products and services supplied to the purchaser.
  - ii. The purchaser agrees to treat the security interest as a continuing and persisting interest in the products with priority over any registered or unregistered general (or other) security and any unsecured creditor, even if the products become fixtures or accessories before paid in full and that
  - iii. Security interest secures all money owing to North Geelong Glass Pty Ltd under these Terms and Conditions or otherwise"
  - iv. The purchaser agrees to grant North Geelong Glass Pty Ltd a Purchase Money Security Interest (PPSI) and agrees that the PPSI granted will continue to apply to any products coming into existence or proceeds of sales of products coming into existence;
  - v. The purchaser agrees and acknowledges that the PPSI has attached to all products supplied by North Geelong Glass Pty Ltd to the purchaser.
- d) The purchaser agrees and acknowledges that North Geelong Glass Pty Ltd has the right to register a financing statement in respect of the products and agrees to sign any further documents and provide any further information, such information to be complete, accurate and current in all respects, that North Geelong Glass Pty Ltd reasonably requires to register a financing statement and to register its security interest with the priority that North Geelong Glass Pty Ltd requires, and to maintain those registrations.
- e) The parties agree that neither will disclose to "interested persons" (as defined in Section 275(9) of the PPSA) or any other person, any information of the kind described in Section 275(1) of the PPSA).
- f) The purchaser waives its right to receive any notice under the PPSA (including notice of verification statement) unless the notice is required by the PPSA and that the requirement cannot be excluded.

## 5>Returns

- f) North Geelong Glass Pty Ltd will not accept any items returned for credit without prior approval. Any claims to credit for return of goods must be in writing within seven (7) days of product being despatched by North Geelong Glass Pty Ltd. All claims must state Invoice No., date of return and reason for return.
- g) The following goods cannot be returned for credit:
  - i. Any merchandise specially cut in size
  - ii. Any goods specially made, plated or otherwise treated for the purchaser.
  - iii. Any goods damaged or altered in any way by the purchaser
- h) Acceptance of delivery of goods returned to credit does not signify an agreement to issue a credit note. All goods are covered by such warranty and trading terms as is specified by the manufacturer.

## 6.Disclaimer

- i) North Geelong Glass Pty Ltd does not act as a consultant in the use of products not manufactured by North Geelong Glass Pty Ltd nor does North Geelong Glass Pty Ltd accept responsibility for advice and information contained in published literature or given by the staff for the result obtained by the purchaser in relation to such products.
- j) In respect of such advice or information or results the purchaser is referred to and should verify all information with the actual manufacturer. If the purchaser relies upon such advice or information it is entirety at the purchaser's own risk and North Geelong Glass Pty Ltd will not be liable for any loss or damage suffer notwithstanding any want or care on its part in compiling or giving any advice or information and in no circumstances will a claim against North Geelong Glass be allowed for any indirect consequential loss or damage or for any expenses incurred in the use of any goods supplied by North Geelong Glass Pty Ltd to the purchaser or in accordance with the purchaser's direction.

## 7.Liability

- k) North Geelong Glass Pty Ltd shall not incur any liability, nor shall any right accrue to the purchaser by reason of any misrepresentation arising from either printing or clerical errors, statements in oral, written or in any other form by Third Parties, or oral statements not confirmed by North Geelong Glass Pty Ltd in writing