

The supply of goods is made on the basis that the following terms and conditions apply.

1. These terms and conditions will become binding upon acceptance by Gilbert Lodge (♦Company♦) of the customer's order.

2. Any quotation of the Company may be varied or withdrawn at any time up to delivery and will lapse on the specified validity date or after 90 days if no validity date is specified.

3. All prices are strictly net based on the quantity and pack sizes ruling at the date of quotation. Prices may be varied to those ruling at the date of delivery adjusted according to the Australian Bureau of Statistics (♦ABS♦) Index 6427.0 (Price Index of materials used in building other than house building) as published quarterly by the ABS. Base rates for metals are as per the London Metal Exchange rates and FX as per the CBA rate at time of quotation.

4. If for any reason the goods ordered are unavailable, the Company reserves the right to substitute alternative goods provided they are reasonably equivalent in all respects (unless the customer's order specifies otherwise).

5. Confirmation of order documents must be clearly marked otherwise they will be treated as original orders.

6. Any tests or certification required must be specified in the customer's order and will be carried out by the Company at its premises at the customer's cost in accordance with the Company's charges ruling at the time. When the relevant test equipment is not available, the Company will require the customer to supply it at the customer's cost for the purpose of the test or certification.

7. Delivery will take place at the Company's premises where the customer's order is accepted unless the Company agrees at the customer's cost to arrange carriage to an address specified by the customer, in which case delivery will take place at such address. Carriage may be affected by the Company or by a carrier selected by the Company unless otherwise specified. The customer will provide all necessary labour and equipment to off load the goods at a reasonable access point at the address specified for delivery.

8. When an order is placed it cannot be cancelled or delivery deferred unless prior agreement in writing is given by the Company and then only on terms which will indemnify the Company against loss.

9. Clerical errors and misprints in computation, typing or otherwise in the Company's documents including catalogues, price lists, delivery docket, invoice or statement or credit note shall be subject to correction by the Company by means of reissue of the document or by adjusting dockets with reference to the original transaction.

10. The customer will be responsible for the following costs and charges unless otherwise specified in the Company's quotation

- a) altering items to non standard package sizes;
- b) drums, cases, packages and reels;
- c) special packaging or tooling requirements;
- d) insurance for goods in transit from the Company's premises;
- e) service charge where the invoice value is below the minimum determined by the Company from time to time;
- f) expenses incurred by the Company due to deferral of delivery at the customer's request beyond the delivery date specified or cancellation of the customer's invoice; and
- g) all prices quoted for the goods or services are exclusive of goods and services tax. For all invoiced items, goods and services tax shall be charged as a separate item in accordance with the applicable rate at the time the invoice is prepared.

style="text-align: justify; padding-left: 30px; ">h) an additional charge may apply to any Purchase Order with total value less than the agreed minimum order value to cover handling, packing & processing.</p> <p style="text-align: justify;">11. Payment must be made by the end of the month following the month in which the goods were delivered (the ♦due date♦). In the event payment is not made by the due date the Company reserves the right to suspend or cancel undelivered orders and to take proceedings for recovery. The customer is not entitled to any retention out of the amount due to the Company.</p> <p style="text-align: justify;">12. Except for defective items supplied by the Company, items returned for credit will only be accepted subject to the following conditions:</p> <p style="text-align: justify; padding-left: 30px;">a) items must not be returned unless purchase invoice numbers are advised and return carriage charges are paid by the customer and prior agreement in writing is given by the Company.</p> <p style="text-align: justify; padding-left: 30px;">b) items accepted for return must be in the original packing or as supplied and remain in good condition.</p> <p style="text-align: justify; padding-left: 30px;">c) items returned must not be obsolete, incomplete, damaged or otherwise imperfect.</p> <p style="text-align: justify; padding-left: 30px;">d) the amount of credit allowed in respect of items returned, if any, will be subject to a service charge at the Company's rate currently in effect, unless the agreement specifically states otherwise.</p> <p style="text-align: justify; padding-left: 30px;">e) items cannot be rejected unless damaged, defective or incorrectly supplied.</p> <p style="text-align: justify; padding-left: 30px;">f) no responsibility is accepted by the Company for items lost or damaged in transit during return to the Company.</p> <p style="text-align: justify; padding-left: 30px;">g) goods returned without authorisation may be rejected or subject to a restocking fee at the absolute discretion of the Company.</p> <p style="text-align: justify;">13. Claims for damaged or defective goods or incorrect delivery must be made within three business days of delivery. Where any goods are returned to the manufacturer or supplier they remain at the customer's risk pending acceptance of liability by the manufacturer or supplier.</p> <p style="text-align: justify;">14. Any dispute or difference between the customer and the Company which cannot be settled between the customer and the Company by direct negotiation must be referred to an expert mutually agreed and failing agreement to the Australian Commercial Disputes Centre whose decision in all respects shall be final and binding.</p> <p style="text-align: justify;">15. Until the Company has been paid in full for all goods supplied by it to the customer:</p> <p style="text-align: justify; padding-left: 30px;">a. the Company remains the owner and the customer is only a bailee;</p> <p style="text-align: justify; padding-left: 30px;">b. the customer must store the goods separately from any other goods, keep them readily identifiable as the Company♦s goods and maintain proper records of any sale or disposal of the goods;.</p> <p style="text-align: justify; padding-left: 30px;">c. the customer bears all risk in respect of the goods from delivery and must fully insure them; and.</p> <p style="text-align: justify; padding-left: 30px;">d. the customer will not sell the goods except in the ordinary course of business.</p> <p style="text-align: justify; padding-left: 30px;">e. the customer will hold the proceeds of any sale or disposal to the extent of the amount due to the Company in a separate account for the Company♦s benefit and promptly pay that amount to the Company.</p> <p style="text-align: justify;">16. Title passes to the customer when the Company has been paid in full for all goods supplied by it to the customer.</p> <p style="text-align: justify;">17. Until the customer has paid all monies owed to the Company;</p> <p style="text-align: justify; padding-left: 30px;">a) the Company retains a purchase money security interest in the goods and the proceeds of sale of the goods under the Personal Property Securities Act 2009

(PPSA);

b) the customer consents to the Company registering a security interest under the PPSA and agrees to do all things reasonably required by the Company to effect such registration;

c) the customer waives any right the customer has under PPSA to receive notice in relation to registration of the Company's interest in the goods under the PPSA;

d) the customer will immediately advise the Company of any changes which may affect the Company's security interest.

18. At all times the customer will allow the Company access to the premises occupied by the customer during normal business hours and to the goods in order to inspect the goods and retake possession of the goods at any time prior to payment in full of the price payable for all goods supplied by the Company to the customer and for other monies payable by the customer to the Company, and the customer acknowledges that any such access shall be full, free and unhindered and shall not be or constitute trespass by the Company.

19. The Company will (to the extent possible) pass on to the customer the benefit of any manufacturers or suppliers warranty in respect of the goods and the Company's liability will not exceed that manufacturers or suppliers warranty. If no manufacturers or suppliers warranty is able to be passed on to the customer then the Company warrants those goods sold against defects under proper use for a period of twenty four months from delivery and will repair or replace at the Company's option, free of charge, those goods where the Company is satisfied the defect is solely due to faulty workmanship or the use of faulty materials.

20. The Company makes no representation and gives no warranty as to life expectancy of the goods that exceed stated warranty term.

21. The company does not accept any liability or make any warranty in relation to the goods except as provided herein or as required by law. Under no circumstance shall the Company's liability exceed the purchase price of the goods. The Company will not be liable for any loss or damage which is consequential, indirect or due to circumstances beyond the Company's reasonable control.

22. No employee, servant or agent of the Company is authorised to alter, vary or waive these terms and conditions of sale or any one or more of them by oral agreement.

23. These terms and conditions of sale are to be read as including any terms and conditions of sale specified by the Company's suppliers. Where such terms and conditions differ from these terms and conditions, the Company's terms and conditions shall override, unless objection is notified to the Company Secretary in writing not more than seven days after the date of sale. Following an objection the Company will have discretion as to which terms prevail.

24. The Company may vary these terms and conditions from time to time.

25. In the event of any inconsistency between these terms and conditions the same may be varied from time to time and the conditions on a Company invoice, these terms and conditions (as the name may be varied) shall prevail to the extent of such inconsistency.

26. These terms and conditions of sale shall be governed by and constituted in accordance with the laws of courts of competent jurisdiction and the customer irrevocably submits to the exclusive jurisdiction of a court in the capital city of a State or Territory that the Company directs in relation to any of its parties commencing such terms and conditions.