

These Conditions of Sale (Conditions) apply (unless otherwise previously agreed in writing) to the supply of Goods by the Supplier to a Customer from time to time. Any supply of Goods by the Supplier to the Customer made after the date of acceptance of these Conditions is a supply pursuant to the supply agreement constituted by these Conditions and the relevant order accepted by the Supplier and any such supply does not give rise to a new or separate agreement.

1. Quotation, Orders and Contract

- 1.1 The Supplier's catalogue, leaflet or price list is an offer to treat and is not an offer to sell to any person the Goods listed therein at the published prices.
- 1.2 A written quotation issued by the Supplier to the Customer constitutes an offer and overrides the Supplier's prevailing price list. A written quotation expires on the date specified as an expiry date. If no expiry date is specified, the written quotation expires 30 days after the date of the written quotation.
- 1.3 The Supplier may withdraw, revoke or vary a written quotation at any time prior to the Customer submitting an order (which constitutes an acceptance) based on our quote.
- 1.4 A contract is also made when the Supplier communicates (by writing or conduct to the Customer) its acceptance of the Customer order.
- 1.5 An acceptance of the Customer's order by the Supplier is then to be an acceptance of these Conditions by the Supplier and the Customer and these Conditions will override any conditions contained in the Customer's order. The Supplier reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods to the Customer. No order is binding on the Supplier until accepted by the Supplier.
- 1.6 If an order refers to a Specification or Working Documentation nominated by the Customer, then the Customer warrants that any Goods produced by the Supplier pursuant to such Specification or Working Documentation do not infringe upon the rights or property of any third party including, without limitation to design, patent, trademark, copyright or other intellectual property rights and the Customer indemnifies the Supplier from and against any loss, damage, liability or costs incurred by the Supplier arising out of a breach by the Customer of the representations and warranties made by it pursuant to this clause.

2. Prices and GST

- 2.1 Unless otherwise agreed in writing all prices expressed or described by the Supplier verbally or in writing are Goods and Services Tax ('GST') exclusive prices.
- 2.2 GST or any other form of taxation or impost payable must be paid by or reimbursed by the Customer to the Supplier on demand and the Customer must indemnify and keep the Supplier indemnified in respect of all taxes (including GST) arising out of any sale of Goods or the subsequent use of Goods after sale to the Customer.

3. Payment and Credit Terms

- 3.1 The payment for Goods must be made on or immediately prior to delivery of the Goods unless the Supplier has agreed to extend credit to the Customer.
- 3.2 Where the Supplier has agreed to extend credit to the Customer, the Supplier will submit an invoice for Goods and the full amount of the invoice must be paid unless otherwise stated on the invoice no later than 30 days after the end of the month in which the Goods are invoiced.
- 3.3 All Credit Card payments attract a surcharge of 1.5% plus GST and will be processed with any Credit Card payments made.

- 3.4 The Supplier will be entitled to deliver the Goods in one or more instalments. Where delivery of the Goods is effected by way of part delivery, the Supplier will be entitled to invoice the Customer for pro-rata progress payments in respect of the Goods delivered.
- 3.5 The Customer must not withhold payment owing to the Supplier by reason of an account query or dispute. All amounts payable by the Customer under these Terms must be paid without set-off or counter claim of any kind.
- 3.6 If the Customer fails to make a payment in accordance with Clause 3 or an event specified in Clause 16 occurs or the Customer fails in any respect to comply with these Conditions then all amounts owed to the Supplier by the Customer are immediately due and payable (including any interest charges) and the Supplier may without limiting any other rights it may have, do any or all of the following:
 - a) withdraw any credit facilities which may have been extended to the Customer;
 - b) cease all further deliveries to the Customer or require the payment of cash upon delivery of any further Goods;
 - c) terminate any agreement with the Customer in relation to Goods that have not been delivered including participation in any special deals, discounts, bonus payments, redemptions or rebates or other incentive programs; and/or
 - d) charge interest at the rate of 2% per month on all overdue amounts (including transport and other costs) owed by the Customer to the Supplier. Interest will be calculated daily and payable with the overdue amount. All payments by the Customer will be credited against the accrued interest and then against the oldest amount outstanding.
- 3.7 Payment of any amount by the Customer shall be treated as being received in the following order:
 - a) first, in relation to obligations that are not secured under the Personal Property Securities Act 2009 ('PPSA'), in the order in which those obligations were incurred;
 - b) second, in relation to obligations that are secured, but not by purchase money security interests, in the order in which those obligations were incurred;
 - c) third, in relation to obligations that are secured by purchase money security interests, in the order in which those obligations were incurred.

4. Delivery and Risk

- 4.1 The Customer accepts that prices do not include freight and that if the Supplier is to arrange physical delivery then freight will be charged as an additional cost together with an administration charge on all orders save for those specially arranged orders where the Supplier's invoice will make this clear to the Customer.
- 4.2 The Customer accepts responsibility to insure Goods in transit against loss, cartage and breakage if required.
- 4.3 Risk passes from the Supplier to the Customer as soon as the Supplier physically passes the Goods to a carrier or to the Customer or the Customer's representative which ever first occurs.
- 4.4 An invoice, delivery docket or packing slip from the Supplier to the Customer showing the date, description, quantity and place of delivery of Goods will be sufficient evidence as to the delivery of the Goods having been completed and shall be binding on the parties.
- 4.5 Where the Supplier engages a carrier to deliver Goods to a Customer or to a third party at the Customer's direction the Supplier shall not be liable to the Customer or the said third party in respect of any shortage or damage to any of such Goods unless written notification

of such shortage or damage is given by the Customer or the said third party to the carrier within seven (7) days of delivery to the Customer.

- 4.6 If the Customer fails to notify the Supplier in writing of any shortage, damage, fault or defect in the Goods within seven (7) days of delivery the Customer is deemed to have accepted the Goods are not faulty or damaged and comply with a contract pursuant to the terms of these Conditions.

5. Availability

- 5.1 The Supplier will not be liable in any manner whatsoever for non-delivery or delay in delivery outside its control which is caused or contributed to by transport delays, plant or equipment breakdowns, strikes, lockouts, shortages of vehicles, accidents, the acts or omissions of carriers appointed by the Supplier or any other cause whatsoever.
- 5.2 No contract will be entered into in which time is of the essence unless such responsibility is expressly accepted in writing by the Supplier at the time of accepting a Customer's offer.
- 5.3 Acceptance by the Supplier of any offer from the Customer for delivery from stock is made subject to the Supplier having in stock Goods remaining unsold on receipt of order.
- 5.4 Sizes and weights of Goods in any document issued by the Supplier are approximate only and shall not form part of any sale by description.
- 5.5 The Supplier reserves the right to deliver Goods to the Customer the patterns of which do not correspond exactly to the patterns shown in any catalogue, leaflet or price list issued by the Supplier.
- 5.6 Notwithstanding any other provision of these Conditions, it is a fundamental term of the contract made between the Supplier and the Customer that the Supplier has discretion to refuse to supply Goods or services to the Customer (without liability to the Customer) where:
- Goods or services are unavailable or insufficient for any reason whatsoever;
 - the Customer has failed to comply with terms on which the Supplier has agreed to provide credit to the Customer;
 - the Customer or a related corporation of it has breached a contract with the Supplier including these Conditions; or
 - the Supplier considers it necessary or desirable to do so for any reason at all.

6. Supplier's Right to Amend Terms

- 6.1 The Supplier may alter these Conditions at any time upon one (1) month's written notice to the Customer. All transactions after the date specified will be subject to the altered Conditions.

7. Retention of Title

- 7.1 The Customer agrees that the title and ownership of the Goods supplied by the Supplier to the Customer shall remain with the Supplier until payment in full for the Goods and all sums due and owing by the Customer to the Supplier on any account has been made. Prior to title in the Goods passing to the Customer, the Customer:
- must hold the Goods and the proceeds arising from their sale as fiduciary trustee, bailee and agent of the Supplier;
 - shall ensure Goods are kept physically separate from and not commingled with other goods otherwise the property of the Customer or third parties.
- 7.2 The Supplier reserves the following rights in relation to Goods supplied to the Customer until all amounts owing to the Supplier at any time are fully paid:
- legal ownership of the Goods;
 - to retake possession of the Goods;
 - to keep or resell any of the repossessed Goods in accordance with the PPSA.
- 7.3 If the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, the Supplier may in its

absolute discretion seize all goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of the Supplier and the Customer may be ascertained.

- 7.4 In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for the Supplier. Such part will be an amount equal in dollar terms to the amount owing by the Customer to the Supplier at the time of the receipt of such proceeds. The Customer will pay the Supplier such funds held in trust upon the demand of the Supplier.
- 7.5 In the event of a breach of this contract by the Customer including without limitation failure by the Customer to make payment for the Goods by the due date specified by the Supplier, the Customer must return the Goods to the Supplier immediately on demand. If the Customer does not return the Goods:
- the Customer must within 48 hours of receiving any request from the Supplier disclose to the Supplier the current location of the Goods;
 - the Supplier will be entitled at any time to require the Customer to deliver up the Goods to the Supplier within 48 hours of any demand. If the Customer does not return the Goods to the Supplier on demand, the Supplier shall be entitled (without further notice) to enter upon the Customer's premises to recover the Goods.
- 7.6 The Customer hereby grants unrestricted right and irrevocable licence to the Supplier and any person authorised by the Supplier to enter upon any premises of the Customer or any third party where the Goods may for the time being be placed or stored for the purpose of retaking possession of the Goods.
- 7.7 The Customer agrees that:
- the Supplier will not in any way be liable to the Customer or any person claiming through the Customer for any costs, expenses, losses or damages (including consequential losses and damages) resulting from the Supplier retaking possession of the Goods; and
 - it shall indemnify the Supplier against same and against loss or damage to the Goods, arising prior to such retaking of possession.

8. Personal Property Securities Act 2009 (Cth) ('PPSA')

- 8.1 Defined terms in this clause have the same meaning as given to them in the PPSA.
- 8.2 The Customer agrees that:
- these Conditions of Sale constitutes a Security Agreement and entitles the Supplier to claim a registrable Purchase Money Security Interest under the PPSA in favour of the Supplier over any Goods supplied to the Customer pursuant to these Conditions;
 - the Supplier has the right to register a Financing Statement under the PPSA with respect to the security interest created by these Conditions of Sale;
 - if the Supplier registers a security interest under the PPSA, the Supplier may exercise any or all remedies afforded to the Supplier as a secured party under it without prejudice to any other rights or remedies arising out of a breach by the Customer of any agreement with the Supplier; and
 - the Goods supplied or to be supplied under these Conditions falls within the PPSA classification of "Other Goods" acquired by the Customer pursuant to these Conditions.
- 8.3 The Customer waives any right the Customer has under the PPSA to receive notice in relation to registration events.
- 8.4 The Customer and the Supplier agree that neither will disclose information of the kind specified in Section 275 (1) of the PPSA.

- 8.5 At the election of the Supplier to be exercised at any time in its absolute discretion, any section of the PPSA specified in Section 115 will not apply to the extent permitted by Section 115.

9. Security

- 9.1 To secure payment of all monies owed to the Supplier by the Customer, the Customer hereby gives the Supplier a fixed charge over all real property currently owned or later acquired by the Customer and consents to the Supplier registering a caveat in respect of such charge.
- 9.2 If the Customer is a trustee, the Customer warrants to the Supplier that the Customer has authority under the relevant trust instrument to trade with the Supplier and to give the Supplier a charge pursuant to Clause 9.1 in its capacity as trustee.
- 9.3 The Customer hereby irrevocably appoints the Credit Manager from time to time of the Supplier as its attorney to do all things necessary to create and register each caveat.

10. Warranty

- 10.1 The Supplier shall not be liable to the Customer in any way and shall be indemnified by the Customer in respect of any Goods delivered to the Customer and alleged by the Customer or any third party to be faulty:
- if the faulty nature of the Goods was caused or contributed to by any negligence on the part of the Customer or any third party;
 - unless the Customer notifies the Supplier of such allegation in writing within 7 days from the date of delivery of such Goods.
- 10.2 All express or implied terms, guarantees, conditions, warranties and representations are hereby expressly negated and excluded except to the extent that any implied guarantee, condition or warranty may not be excluded by law.
- 10.3 In the event of any breach of an implied guarantee, warranty or condition that cannot be excluded by law, the Supplier's liability shall be limited, to the extent permissible by law and at the Supplier's option to:
- the repair or replacement of the Goods or the supply of equivalent Goods; or
 - the cost of such repair, replacement or supply.
- 10.4 To the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms are excluded and the Supplier is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate Customer for:
- any increased costs or expenses;
 - any loss of profit, revenue, business, contracts or anticipated savings;
 - any loss or expense resulting from a claim by a third party; or
 - any special, indirect or consequential loss or damage of any nature whatsoever caused by the Supplier's failure to complete or delay in completing the order to deliver the Goods
- 10.5 The Customer agrees it does not rely on the skill or judgment of the Supplier in relation to the suitability of any of the Goods for a particular purpose unless it has indicated that purpose in writing to the Supplier and the Supplier has acknowledged in writing that the Goods will be fit for the particular purpose.
- 10.6 As the Supplier has no control over the way in which the Goods are used it is the responsibility of the Customer to ensure that any of the Goods are suitable for the application and purpose intended and are used in a safe and responsible manner by the Customer and any end user.
- 10.7 Finishes are excluded from any warranty provided in respect of the Goods. This includes painted, powder coated, anodised, lacquered, plated or similar finishes.

11. Quality

- 11.1 The Customer acknowledges that the Goods may contain unavoidable manufacturing imperfections of a minor character and the Customer shall not be entitled to return the Goods or make a claim on the basis of minor imperfections.

12. Cancellation or Returns

- 12.1 If the Customer cancels or alters (with the prior written agreement of the Supplier) an order or any part of an order after the Supplier has accepted the order, the Supplier may invoice the Customer as a debt due for all costs and expenses reasonably incurred by the Supplier in relation to the order and its cancellation or alteration including the cost of materials, tooling, labour or transport.
- 12.2 The Customer shall not return any Goods to the Supplier without the Supplier issuing written permission to do so prior to any such return. The Customer accepts that the Supplier reserves the right to charge the Customer a re-stocking fee of 20% of the price of such Goods current as at the date of return and that all freight and risk shall be the responsibility of the Customer. No returns will be accepted after one (1) month from date of original delivery.
- 12.3 No returns will be accepted for Goods which have been custom made for a particular Customer.

13. Privacy

- 13.1 The Supplier adheres to the Australian Privacy Principles ('APP') in respect of any personal information collected from an individual. In respect of such personal information, the Supplier discloses that:
- the identity of the Supplier and how to contact the Supplier are set out in Section 14 of this Conditions of Sale;
 - the individual is entitled to access to the personal information collected and to seek correction of such personal information;
 - the personal information is collected for the purpose of processing the Credit Account Application and the Customer's application for the supply of Goods;
 - the only organisations to which the Supplier discloses the personal information are credit reporting agencies;
 - the consequence if the personal information is not provided is that the Supplier will be unable to process the Credit Account Application and/or supply of the Goods;
 - the Supplier is not likely to disclose personal information to overseas recipients;
 - the individual may complain about a breach of the APPs by contacting the Supplier's Privacy Officer who will deal with the complaint in accordance with the Privacy Act 1988, the APPs and the Supplier's Privacy Policy.

14. Supplier's Privacy Officer Contact Details

- 14.1 The Supplier may be contacted by writing to The Privacy Officer, Uni-Lock, PO Box 288, Lithgow, NSW 2790 or by email at privacy.officer@uni-lock.com.au

15. Jurisdiction

- 15.1 These Conditions are governed by the laws applicable to New South Wales and the parties agree to submit to the jurisdiction of the Courts within New South Wales.

16. Customer Default

- 16.1 The Customer acknowledges that it shall be in default under these Conditions immediately upon any of the following occurring:
- if the Customer breaches any obligations under these Conditions; or
 - if the Customer ceases to carry on business or stops or suspends payment or states its intention of so doing or if it is unable to pay Customer's accounts as they fall due for payment or if any cheque or bill of exchange drawn by the Customer payable to the Supplier is dishonoured; or

- c) if any account is overdue or the Customer has not settled within our payment terms on such account; or
- d) if the Customer is insolvent or has had an administrator appointed; or
- e) if there has been a change to the Customer's ownership, shareholding, shareholders or directors, without the prior written consent of the Supplier.

17. Indemnity

- 17.1 To the full extent permitted by law, the Customer will indemnify the Supplier and keep the Supplier indemnified from and against any liability and any loss or damage the Supplier may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms by the Customer or its representatives.

18. General

- 18.1 These Conditions contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.
- 18.2 Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Agreement.
- 18.3 No waiver of any of these Conditions or failure to exercise a right or remedy by the Supplier will be considered to imply or constitute a further waiver by the Supplier of the same or any other term, condition, right or remedy.

19. Interpretation

- 19.1 In these Conditions of Sale:

Conditions means the terms of these Conditions of Sale;

Credit Manager means the person nominated as such from time to time by the Supplier.

Customer means the person or corporation or other legal entity who makes a contract with the Supplier on the terms of these Conditions of Sale;

Goods means either or both of goods and services the subject of an order;

Specification or Working Documentation includes but is not limited to any specification, standard, plan, design, drawing or other instructions provided by the Customer as part of their order.

Supplier means Uni-Lock Group Pty Ltd (ACN 613 209 135)
ABN 26 613 209 135.

20. Contact Details

Uni-Lock
PO Box 288 Lithgow NSW 2790
T 1300 500 100
F 1300 500 101
E accounts@uni-lock.com.au
uni-lock.com.au