

These Terms and Conditions of Sale are the only basis upon which Goods or Services will be supplied by or through the Seller to Purchasers, and where Sales are on credit, the terms upon which that credit is granted. By placing an Order with the Seller, a Purchaser agrees to accept, and comply with, each of these Terms and Conditions of Sale. Any Terms and Conditions of Sale that are not contained below, or are inconsistent with these Terms and Conditions of Sale (other than those implied by statute) will not be binding upon the Seller.

1. Definitions and Interpretation

- 1.1 In the following Terms and Conditions of Sale, unless the context otherwise requires:
 - a) "Goods" means products and any other things supplied or to be supplied by the Seller to Purchasers from time to time;
 - b) "Loss" means any delay, loss, liability, damage, expense or cost whatsoever and includes (without limitation) direct or consequential loss or damage;
 - c) "Order" means any order or request for Goods, placed with the Seller, or any other supplier on account of the Seller, irrespective of whether or not that order is in writing;
 - d) "the Purchaser" means any person who places an Order with the Seller and includes that person's agents, employees, executors, administrators, successors and permitted assigns;
 - e) "the Seller" means Great Western Corporation Pty Limited ACN 064 434 475, its successors and its assigns;
 - f) "Services" includes any advice or non-product value added service or other activity provided or offered by or on behalf of the Seller to Purchasers for which a fee is charged;
- 1.2 In these terms, the singular includes the plural and vice versa, and a reference to a "person" includes a company, partnership or trust.

2. Precedence

- 2.1 In the event of conflict between these terms and any terms that may be included in any document by the Purchaser, these terms will prevail unless expressly agreed to the contrary by the Seller in writing.
- 2.2 The Seller may vary these terms by giving written notice to the Purchaser of a variation to these terms, in which case the said variation will apply to all Orders placed and all credit granted after the giving of that notice.

3. How a Contract with the Seller is formed

- 3.1 All price lists, product catalogues, and quotations issued by the Seller constitute invitations to treat, and are not offers to sell that are capable of binding acceptance.
- 3.2 Where the Purchaser places an Order, the Order is an offer by it to acquire the Goods and Services the subject of the Order upon these terms, which may be accepted or rejected by the Seller. The Seller may reject an Order without giving any reason for doing so.
- 3.3 The Seller may accept an Order by either expressly accepting it in writing or by delivering the Goods or Services the subject of the Order. Where an Order is so accepted it will give rise to a binding contract subject to these terms.

4. Warranty of Purpose

- 4.1 The Purchaser warrants that its Orders are for the purposes of business or investment, and not for private or domestic use.

5. Delivery/Provision of Goods and Services

- 5.1 The Seller will use reasonable endeavours to fulfil orders on the dates requested by the Purchaser and in the quantities requested by the Purchaser, but is not bound to deliver an Order in full on the date requested by the Purchaser.
- 5.2 Unless otherwise agreed in writing, the Seller may fulfil an Order by way of multiple stages, and may invoice the Purchaser for the proportionate value of each stage as it is delivered or provided.
- 5.3 If the Seller does not fulfil an Order as due and after being given reasonable notice to complete by the Purchaser, the Purchaser may cancel any undelivered balance of the Order. However, the Seller will not be liable for any Loss incurred or suffered by the Purchaser as a result of such a failure to fulfil an Order.
- 5.4 Unless otherwise agreed in writing:
 - a) The Seller will deliver Goods to the Purchaser at the Purchaser's address on their Order;
 - b) The Seller's reasonable delivery costs will be at the Purchaser's account; and
 - c) The risk of any loss or damage to the Goods will pass to the Purchaser upon their delivery to the Purchaser or to any carrier or person who takes delivery of the Goods for transmission to the Purchaser.

6. Price

- 6.1 Except where a price is specifically agreed upon, it is a term of all Orders that they will be invoiced at the Seller's standard list prices in effect at the date of the delivery of Goods or provision of Services.
- 6.2 Where the price applicable to an Order changes between its acceptance by the Seller and its delivery or provision, the Seller will give the Purchaser notice of the change, and the Purchaser will be entitled to cancel the Order within 24 hours of the said notice being given. If the Order is not cancelled within this time, it will be deemed to have been confirmed by the Purchaser at the new price.
- 6.3 Unless otherwise specified, all prices quoted do not include transport and delivery costs or goods and services tax, which must be paid in addition to any quoted price for Goods or Services.

7. Payment

- 7.1 Unless otherwise agreed by the Seller in writing, the Purchaser must pay for all Goods and Services in cash immediately before their provision.
- 7.2 If the Seller agrees to grant credit to the Purchaser then, subject to 7.3 below, payment will be due:
 - a) At such time as is agreed between the Purchaser and Seller in writing; or
 - b) If a) does not apply, before the due date printed by the Seller on the face of any invoice issued by it to the Purchaser; or
 - c) If a) and b) do not apply, then before the last business day of the month following the month in which delivery of the Goods or Services was made.
- 7.3 Despite any credit terms that the Seller may grant the Purchaser, the Seller may at any time, and without showing cause, suspend the extension of credit to the Purchaser without notice and require the Purchaser to pay for Orders before their provision.
- 7.4 Time is of the essence in respect of all payments by the Purchaser to the Seller.

8. Default in Payment

- 8.1 Without limitation to any other rights that the Seller may have, the Purchaser agrees that if the Purchaser fails to pay to the Seller any amount as is due on any account, the Seller may:
 - a) Cancel any outstanding Order of the Purchaser, with the Purchaser being liable for any loss or damage caused as a result of such cancellation;
 - b) Exercise a lien over any property of the Purchaser in the possession of the Seller; and
 - c) Charge interest on overdue amounts at a rate of 15% per annum, accruing on a daily basis.
- 8.2 For the avoidance of doubt, nothing in these terms affects any lien to which the Seller may be entitled at general law or by statute, including a repairer's lien or warehouseman's lien.
- 8.3 The Purchaser will be liable for the payment of all costs, charges and expenses incurred by the Seller on a full indemnity basis by way of liquidated damages (including legal costs, repossession costs and costs of any mercantile agent) occasioned by any breach of any obligation owed by the Purchaser, or the enforcement of the Seller's rights in respect of such a breach.
- 8.4 To secure payment of all monies that may become payable to the Seller under these terms the Purchaser charges in favour of the Seller all of its right, title and interest in any real property owned by the Purchaser or that may hereafter be acquired by the Purchaser, and consents to the Seller lodging a caveat or caveats noting its interest pursuant to this clause. The Purchaser indemnifies the Seller for any expenses incurred as a result of this subclause or the exercise of the Seller's rights under it.

9. Retention of Title

- 9.1 Title and ownership to Goods (including Goods supplied in the course of providing Services, such as parts used in the course of repair work) remains with the Seller until all monies owing by

the Purchaser to the Seller on any account whatsoever have been paid in full to the Seller. The Purchaser acknowledges that the Seller's rights under this clause constitute a security interest under the *Personal Property Securities Act 2009 (PPSA)*.

- 9.2 Until title in Goods passes to the Purchaser such Goods will be held by the Purchaser as bailee of the Seller, and the Purchaser must store the Goods separately, in good condition, and in such a way that clearly indicates the Seller's ownership of the Goods, and the Purchaser must not bail, pledge, mortgage, obtain or grant a lien over, lease or assign by way other than any security in the Goods or their proceeds that would take priority over the interest of the Seller.
- 9.3 The Purchaser must keep all Goods for which it has made payment separate from any Goods for which it has not yet made payment, in such a manner that the Goods for which payment has not been made can be readily identified.
- 9.4 If it is necessary to determine at any point in time whether any Goods have or have not been paid for by the Purchaser, the onus will be on the Purchaser to establish and prove that payment has been made for the Goods. If the Purchaser is unable to establish that the Goods have been paid for, the Purchaser agrees and acknowledges that such Goods have not been paid for.
- 9.5 The Seller by its servants or agents will be entitled to enter upon any premises for any purpose connected with or in relation to the protection or enforcement of the rights of the Seller to the Goods.
- 9.6 The Purchaser will be liable for the payment of all costs, charges and expenses incurred by the Seller on a full indemnity basis by way of liquidated damages (including legal costs, repossession costs and costs of any mercantile agent) of any attempt made by or on behalf of the Seller to enforce its rights under this clause.
- 9.7 The Purchaser will give the Seller at least 14 days' notice of any proposed change in the Purchaser's name, address, facsimile number, email address or trading name.
- 9.8 The Purchaser will pay all costs incurred by the Seller in exercising any rights under the PPSA, including the costs of executing any subordination agreements.
- 9.9 The Purchaser will not give any amendment demand within the meaning of section 178 of the PPSA to the Seller. The Purchaser will be liable to pay the Seller its full costs, including legal costs on a full indemnity basis, of obtaining any order under section 182 of the PPSA.
- 9.10 The Purchaser waives its rights under sections 95, 118, 121(4), 123, 129(2), 129(3)(a), 130(1)(a), 132(3)(d), 132(4), 135(1)(a), 142, and 143 of the PPSA. The Purchaser waives the right to receive notice of verification statements pursuant to section 157 of the PPSA.
- 9.11 The Purchaser will, on the request of the Seller, procure and provide to the Seller any information that the Seller reasonably considers to be relevant to its security position, including copies of any other security agreements to which the Purchaser may be a party.

10. Returns and Disputes

- 10.1 Subject to clause 13, all requests for return of Goods must be via a formal "Return To Stock" form, within 14 days from receipt of Goods by the Purchaser and the Seller may, at its discretion, accept such Goods submitted for return by the Purchaser. Where the Seller agrees to allow the return of Goods under this clause, the Goods will only be accepted by the Seller if they are returned unused and in a re-saleable condition, and the Seller will be entitled to charge a re-stocking fee equal to 15% of the invoice value of the Goods.

11. Goods – Warranty

- 11.1 The Seller will use reasonable endeavours to procure and supply Goods in accordance with samples provided to Purchasers or otherwise included by it any price lists, pamphlets or other documents. Notwithstanding that those samples and descriptions are given by way of identification only and the use of those descriptions or the reference to those samples will not constitute a sale by description or by reference to sample but will constitute a sale of specific Goods as delivered to the Purchaser.
- 11.2 Except as conferred by law, no separate warranty or guarantee is given with respect to any of the characteristics or quality of Goods supplied.
- 11.3 Where the Buyer purchases Goods or Services other than as a consumer (as defined by section 3 of the *Australian Consumer Law*), the Seller's liability as a consequence of any defect in the goods or services is limited, at the Seller's discretion, to either:
 - a) The replacement or re-provision of the Goods or Services; or
 - b) Refunding or crediting the Purchaser the cost of the Goods or Services.

12. Matters beyond the Control of the Seller

- 12.1 Subject to clause 13, the Seller will not be liable for any Loss suffered by the Purchaser as a result of a failure to observe any of these Terms and Conditions of Sale or as a result of any delay in performance of any obligations due to any cause or circumstances beyond the Seller's control including but not limited to any failure or delay in performance caused by any strikes, lock-outs, labour disputes, fires, acts of God or public enemy, delays in transport, breakdown in machinery, restrictions or prohibitions by any government or any semi-government authorities, embargos or any other events beyond the Seller's control wherever and whenever they occur.

13. Non-Excludable Rights

- 13.1 Nothing in these terms limits or excludes any rights of the Purchaser that cannot be excluded by law, including pursuant to the *Australian Consumer Law*.

14. Assignment

- 14.1 The Purchaser may not assign, transfer or otherwise dispose of any of the rights or obligations of this contract that is subject to these terms without the prior written consent of the Seller.

15. Waiver

- 15.1 The Seller may make concessions with respect to the operation of these terms. Those concessions will be of no legal effect unless they are in writing, and will:
 - a) be the nature of a single concession or indulgence; and
 - b) not constitute any general or future waiver or intent to waive with respect to any future occurrence or event.

16. Severance

- 16.1 In the event of the invalidity of any provision of these terms that provision (the "Relevant Provision") is to be severed from the valid provisions of these terms and the invalidity of the Relevant Provision will not affect the application of the remaining parts and provisions.

17. Notices

- 17.1 Any notice given under these terms must be in writing and may be given by hand delivery, pre-paid ordinary post, facsimile transmission, or electronic mail. A notice will be deemed to have been received by the person to whom it was sent:
 - a) in the case of hand delivery, upon delivery;
 - b) in the case of pre-paid ordinary post, three days after the date on which it was posted; or
 - c) in the case of facsimile or electronic mail, upon the sender obtaining confirmation that the transmission was completed successfully.

18. Governing Law

- 18.1 These terms are governed by and must be construed in accordance with the laws of Queensland, and each party irrevocably submits to the jurisdiction of Courts in that State. Any proceeding brought in the Federal Court of Australia must be instituted in its Queensland district registry.

19. Disclaimer

- 19.1 The Seller will not be liable for any Loss suffered by the Purchaser or any other party including end users, as a direct or indirect result of any modification, alteration, or reprocessing of the Goods supplied or if the Goods supplied are used in any manner not in accordance with the Seller's instructions.