

COOPERS FIRE PTY LIMITED

Unit 12, 7-11 Paraweena Road (Entrance from Atkinson Road) Taren Point NSW 2229

TERMS AND CONDITIONS OF QUOTATION AND SALE

These are Terms and Conditions of Sale of all products and services supplied by Coopers Fire Pty Limited (ABN: 50 122 435 081) ("Company"). Except as otherwise expressly agreed upon in writing between a duly authorised officer of the Company and the Customer, these Terms and Conditions will apply notwithstanding any provisions to the contrary which may appear on any Order or other document issued by any Customer, unless specifically agreed in writing by the Company.

General

- Quotations are valid for a period of 30 calendar days from the date of issue, after which time prices may vary in the absolute discretion of the Company. A quotation is not an offer, and no binding contract shall be formed.
- All Orders placed with the Company are subject to these Terms and Conditions and the Company may, at any time and from time to time, vary or alter these Terms and Conditions. Any such variation to these Terms and Conditions will apply upon notification by the Company to the Customer.
- If a Customer cancels or alters any Order or part Order for Goods at any time after the Company has received the order, then the Company reserves the right to charge to the Customer the cost of the Goods already acquired for the Order together with cost of the labour and tooling expended to the date of such cancellation or alteration.
- Commencement of provision of products based on a quotation is subject to approval from the Company of the Customer's Credit Application.
- Any representation, warranty, condition or undertaking that would be implied into these Terms and Conditions by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law. Nothing in these Terms and Conditions excludes, restricts or modifies any condition, warranty, right or remedy conferred on a party by the Competition and Consumer Act 2010 or any other applicable Australian law that cannot be excluded, restricted or modified by agreement.
- Where the Customer has more than one proprietor, or where there is more than one Applicant under a Credit Application, the liability of those applicants or proprietors under these Terms and Conditions will be Joint and Several.
- "Customer" means both the Customer in these Terms and Conditions and the Applicant under the Credit Application.

Order

- The Customer must place an order for the Goods with the Company on an order form ("Order"). This Order is then binding on the Customer.
- The Customer must provide the dimensions of the goods required on the Order, and must clearly state whether the dimensions provided are for the size of the goods or the size of the site into which the Goods are to be installed.
- All dimensions submitted by the Customer on the Order for the Goods shall be the sole responsibility of the Buyer. If the Goods are not suitable for the site as a result of incorrect dimensions being provided by the Customer, the Customer will remain liable for the full cost of the Goods.

Pricing

- If there is any error or omission in a quotation, the Company reserves the right to amend the quotation price. This clause applies even if the quotation has been accepted by the Customer.
- Unless otherwise stated, all prices quoted are GST exclusive. GST will be added in relation to delivery, supply and installation of all goods and services.

Terms of Payment

- All payments due to the Company are to be made, without retention or deduction, within thirty (30) calendar days of the date of the invoice or the number of days on the quotation, whichever is the earlier. Payment will be considered to be made when the funds are cleared in the Company's nominated bank account.
- If the Customer fails to make payment in accordance with the terms of clause 13, the Company will be entitled to:
 - charge default interest at the rate of 12% per annum on all overdue amounts (including late payment charges and amounts other than the price) calculated daily on and from the due date for payment and the parties agree that any amount so calculated is not a penalty but rather an accurate pre-estimate of the damage to be incurred by the Company. Payments received from the Customer will be credited first against any default interest, then in payment of services and then against payment of any goods, and all such charges will be payable on demand;
 - claim from the Customer, all costs relating to any action taken by the Company to recover money due from the Customer including any legal costs and disbursements on a solicitor-client basis;
 - cease all work remaining to be performed by the Company under the quotation and terminate any agreement in relation to delivery of products that have not been delivered prior to the Customer's default; and
 - require the payment of cash upon delivery of any further products.

Delivery & Inspection

- Any date or time quoted by the Company is an estimate only and the Company will endeavour to meet that estimate, but failure to do so will not confer on the Customer any right of cancellation on the Customer's part or render the Company liable for any loss or damages directly or indirectly sustained by the Customer as a result thereof.
- The Company's obligation to deliver will be discharged on arrival of the products at the Customers nominated delivery destination, nominated transport company, nominated agent or the address appearing on the quotation.
- Unless specifically agreed otherwise in writing, the Customer is responsible for all costs and charges in respect of delivery and transport of the Goods, including insurance.
- The Customer is responsible for the unloading of the goods upon delivery. The Company is not liable for any damage caused to the goods during unloading, or any other loss or damage occasioned in that regard.
- The Customer will examine the products immediately after delivery and the Company will not be liable for any mis-delivery, shortage, defect or damage unless the Company receives details in writing from the Customer within 7 calendar days of the date of delivery of the products.

Property and Risk

- Subject to clauses 24 and 25, notwithstanding delivery of products, title in any products supplied and/or installed will remain with the Company until the Customer has paid and discharged any and all indebtedness to the Company on any account whatsoever including all applicable sales taxes and other taxes, levies and duties. Any payment made by or on behalf of a Customer that is later avoided by the application of any Statutory Provision will be deemed not to discharge the Customer's indebtedness and in such an event the parties are to be restored to rights each respectively would have had if the payment had not been made.
- The risk in any products supplied and/or installed will pass to the Customer upon delivery (actual or constructive) to the Customer.
- The Customer acknowledges that if he is in possession of any products supplied and/or installed, he holds such, solely as a fiduciary bailee for the Company until payment has been made in full to the Company as described in clause 10.
- To the extent permitted at law, the Company will not be liable to the Customer or any third party for liquidated damages in any form, any delay costs, consequential loss including (without limitation) any loss of profits, loss of revenue, loss of production, loss of business opportunity, loss of goodwill, loss of business reputation, economic loss or any indirect, remote and/or unforeseeable loss. The aggregate liability of the Company in damages (however arising) in respect of any act or omission of the Company's in connection with its obligations under these Terms and Conditions will not exceed the amount of one hundred dollars (AUD\$100), even if the Company has been advised by the Customer as to the possibility of such loss being incurred.

24. As security for payment, the Customer (and where applicable each Guarantor) agrees to grant the Company a Security Interest (as defined in the *Personal Property Securities Act 2009* (Cth)) ("PPSA") in the outstanding payments and all after acquired property and an irrevocable right to register this interest against it or its property (as the case may be) on the Personal Property Securities Register established under Chapter 5 of the PPSA ("Register") including (without limitation) where applicable, as a purchase money security interest. The Customer grants the Company an irrevocable right to search the Register from time to time in relation to it or its property. The Customer agrees for the purposes of the PPSA and to the extent permitted by law, Sections 95, 121(4), 128, 129, 130, 132(3)(d), 132(4), 135 and 143 of the PPSA have no application to these arrangements and the Company is not required to give notice under section 135 of the PPSA. If the Company receives any notice in relation to the Customer under section 64 of the PPSA, all outstanding payments will become immediately due and payable. The Customer agrees to pass such resolutions, execute and sign any documents or forms, as required from time to time to formalise, affirm or perfect the said Security Interest.

25. To secure payment of all monies which may become payable to the Company by me, I hereby charge all of my real property (including all real property acquired after the date of this Deed) whatsoever and wheresoever situated and all of my estate and interest therein, in favour of the Company with the payment of all sums of money whether present future or contingent to which I may become liable to pay to the Company and I covenant to deliver to the Company within 7 days of written demand a memorandum of mortgage in registrable form, payable on demand and incorporating the covenants contained in Memorandum No.Q860000 registered at the Land and Property Management Authority in New South Wales and I authorise and consent to the Company taking all action necessary to give effect to this security including the lodgement of a caveat upon title of my real property. I hereby irrevocably appoint the Company and any person nominated by the Company (including without limitation any credit manager or solicitor engaged by the Company) severally as my lawful attorney with power to execute sign, seal and deliver (which delivery may be subject to such Terms and Conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.

26. The customer hereby irrevocably grants to the Company, its agents and servants, an unrestricted licence, without notice, to enter premises occupied by the customer to identify and remove any of the products the property of the Company or which the Company has a Security Interest in, in accordance with these Terms and Conditions of Quotation and Sale without in any way being liable to the customer or any person claiming through the customer. The Company will have the right to sell or dispose of any such products removed or otherwise in its sole discretion and will not be liable for any loss occasioned thereby.

Consumer Law

- Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The term "major failure" has a defined meaning under the Australian Consumer Law.
- No additional express warranty for defects or otherwise are provided for our products. Consumers may rely upon their statutory rights and remedies under the Australian Consumer Law.
- The Company can be contacted in relation to claims as follows:
 - Telephone Number: (02) 9526 3100
 - Email Address: accounts@coopersfire.com.au
 - Mailing address: U12, 7-11 Paraweena Road Taren Point NSW 2229
- Any cost incurred in contacting us or delivering the product to us will be borne by you.

Force Majeure

- The Company will not be liable for any failure or delay in supply, delivery or installation where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of the Company including, but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storms or tempest, vandalism or riot, civil commotions or accidents of any kind (each an "Event of Force Majeure"). The Company's obligations will be suspended until the Event of Force Majeure ceases to cause the failure or delay (as the case may be). The Customer will not be relieved of any obligation to make payment to the Company regardless of any party being affected by an Event of Force Majeure. If the Company is prevented from complying with their obligations due to an Event of Force Majeure, the Company may at its option at any time cancel the contract.
- The Customer acknowledges and agrees that the Company relies upon the performance of its suppliers, manufacturers and subcontractors to comply with its obligations under these Terms and Conditions. The Customer agrees that a written notice from the Company of delay on the behalf of its suppliers, manufacturers and subcontractors will be conclusive evidence of delay under clause 31.

Termination

- If the Customer fails to comply with any of these Terms and Conditions or the Credit Application Terms (if applicable) being a natural person or persons commits any act of bankruptcy or being a corporation passes a resolution for winding up or liquidation (other than for the purpose of reorganisation or reconstruction) or enters into any composition or arrangement with creditors or if a receiver, manager, receiver manager or administrator is appointed for any property or assets of the Customer or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, or if a Liquidator or Provisional Liquidator is appointed, the Company may, in addition to exercising all or any of its rights against the Customer, suspend any further deliveries and immediately enter premises occupied by the Customer to recover possession of any products not paid for in accordance with these Terms and Conditions without in any way being liable to the Customer or any person claiming through the Customer.

Installation

- The Company licences the customer to install the products if appropriate. If the products are affixed to other materials the totality thereof will be the sole and exclusive property of the Company until payment as defined in clause 10 has been made in full to the Company unless the other materials or part thereof are or is the property of a party or parties other than the customers in which case the totality thereof will be deemed to be owned as tenants in common with such other party or parties in shares corresponding to the respective amounts paid or payable by the customer in respect of such other party or parties.
- The Customer must ensure that the working conditions on the site are reasonable and must comply with their Obligations under the Work Health and Safety Act. The Customer must also ensure that a suitable electrical power supply, scaffolding and staging, secure storage, parking, unloading and hoisting facilities are provided to the company free of charge.
- It is the responsibility of the customer to ensure that installation can be completed without interruption on the mutually agreed date. The Company reserves the right to charge the customer any extra costs incurred by the Company by virtue of interruption, including travel costs.
- The customer will be fully responsible for site conditions and prepared surfaces, and the Company bears no liability for any defect in site conditions or prepared surfaces.

Governing Law & Jurisdiction

- The Customer agrees that these Terms and Conditions will be construed according to the Laws of the State of New South Wales. The Customer consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the Laws of New South Wales.

I/ we understand and accept the above terms and conditions,

Name: _____ Signature: _____ Date: _____