

ENTEGRA SIGNATURE STRUCTURES TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale ("**Agreement**") apply to the supply of all products ("the **Products**") by Entegra Signature Structures or any of its related entities ("the **Vendor**"), shall supersede any prior agreement or understanding between the parties (written or otherwise), and where Products have already been supplied, this Agreement will apply as if those Products had been supplied under this Agreement:

- 1. Sale Price** - Unless otherwise agreed in writing, the sale price for the Products ("**Price**") are as set out in the quotation to which this Agreement is annexed ("**Quote**"). The Vendor shall issue an invoice to the Client for payment for the Products ("**Invoice**") and the purchaser ("the **Client**") shall pay for the Products in the manner set out in the Invoice. Time shall be of the essence for all payments by the Client. If any payment is late, interest shall be payable at a rate equal to 2 per cent higher than the rate specified by Section 2 of the *Penalty Interest Rates Act 1983* (Vic).
- 2. Terms of Sale** - The Client acknowledges and warrants that it has relied on its own knowledge, skill and judgement in selecting and ordering Products and has not relied on any statement or warranties given by the Vendor unless expressly specified in this Agreement. The terms and conditions in this Agreement represent the entire agreement between the Vendor and the Client.
- 3. Limitation of Liability** - The Vendor shall not be liable for any claim, loss or damage which arises on or after the date on which the Products are delivered to the Client or once the Products have been altered, varied or used, after which the Client is deemed to have been unqualifiedly accepted the Products. The Vendor's liability under this Agreement, or otherwise, shall be limited to the cost of replacement of the Products only and shall not extend to consequential loss of any kind whatsoever.
- 4. Title and Risk** - The title and risk in the Products passes to the Client upon the later of payment in full for the Products or delivery of the Products. Until the title and risk in the Products pass to the Client, the Client agrees that it shall not register or attempt to register any interest it may have in relation to the Products, whether on the Personal Property Securities Register or otherwise. If the Products are delivered, but payment in full has not been made in accordance with the Invoice, the Vendor reserves the right to take possession of the Products upon written notice prior to full payment being made by the Client. For the purposes of this clause, where the Client does not pay for the Products, the Client consents to the Vendor entering upon any land or premises where the Products are situated in order to give effect to this clause. The Client warrants that until title and risk in the Product passes to it, the Client shall not damage, encumber, resell or otherwise diminish the value of the Products. If the Client fails to comply with this clause, it agrees to indemnify and keep indemnified the Vendor in relation to any loss or damage suffered from such failure.
- 5. Delivery** - The Vendor shall be responsible for the delivery of the Products to the Client at the address set out in the Quote ("**Site**"). The Vendor is required to deliver the Products to the Site in accordance with a delivery schedule to be agreed between the parties ("**Delivery Schedule**"). The Vendor may alter the Delivery Schedule if necessary and shall not be liable for any additional cost, loss or expense which flows from a change in Delivery Schedule. The time and dates in any Delivery Schedule shall automatically extend to account for any delay to the Vendor as a result of any matter or circumstance beyond the control of the Vendor. The Client warrants that it is responsible for all site conditions, whether known or unknown, which may affect the delivery of the Product, including (without limitation), conditions on, around, below, above or adjacent to the land the subject of the Site, inclement weather and/or access or obstructions of any kind which prevent the Vendor from delivering and unloading the Products to the Site in accordance with the Delivery Schedule. For the avoidance of doubt, the Client is responsible to provide adequate access for the Vendor's delivery vehicles and equipment required for the delivery of the Products. This includes, without limitation, ensuring that the Site is suitably level, has sufficient distance to enable the safe and proper operation of scissor lifts, cranes and other necessary equipment and has sufficient access to required utilities (such as electricity). The Client is responsible for all costs associated with this clause 5.
- 6. Defects** - If the Products are defective, the Client must immediately provide written notice to the Vendor setting out details of the defect ("**Notice**"). If a Notice is not received by the Vendor within 2 days of the date that the Products are delivered (**Effective Date**), the Client is deemed to have accepted the Products and irrevocably releases the Vendor from any claim for defects in the Products on and from the Effective Date. Upon receiving Notice, the Vendor shall be given the opportunity to inspect the Products and determine whether it agrees or disagrees with the Notice. The parties shall then meet to determine a course of action to address the Notice. The Client must comply with the timing requirements for issuing the Notice.
- 7. Assumed Risks** - The Client agrees that it is responsible for installing, constructing and/or erecting and from the date of delivery, storage and any transport or unloading of the Products.
- 8. Safety and OH&S** - The Client is solely responsible for the safety and supervision of any person on, near or around its own Site. The Client acknowledges that it will, and must ensure that the Site is, at all times, safe and suitable for delivery and unloading of the Products and complies with any applicable safety legislation, regulations or policies of the Vendor.
- 9. Suspension** - If the Client fails to comply with the terms of this Agreement, the Vendor may suspend the supply of all, or any of the Products upon written notice to the Client until the Client has rectified such non compliance. In such circumstances, the Client must pay for Products already delivered to it in accordance with this Agreement and the Vendor will not be liable for any loss or damage arising out of this clause.
- 10. Termination** - If the Client has wilfully, wrongfully or negligently breached this Agreement or is or may become insolvent, the Vendor may immediately terminate this Agreement by written notice. In the event of termination, the Client's liability to the Vendor will be to pay for any Products delivered which are not yet paid for plus the reasonable further costs incurred in anticipation of delivering the Products. The Vendor will not be liable for any loss or damage arising out of this clause.
- 11. Indemnity** - The Client indemnifies the Vendor, its directors, officers and employees against all losses, damages, claims, actions, liabilities or proceedings (including any costs, legal fees and incidental damage resulting therefrom) arising in respect of personal injury or death of any person, damage to any property (real or personal) and any claim by a third party as a consequence of a breach or failure to comply with the Agreement, or arising out of any act or omission of the Client in connection with this Agreement.
- 12. Approvals** - The Client acknowledges and warrants that it has obtained all necessary approvals, consents, licences and qualifications required for the erection or installation of the Products on its land, whether at the Site or otherwise.
- 13. Confidentiality** - The Client must not disclose to any third party, the terms of this Agreement or any information supplied by the Vendor in relation to this Agreement, without the prior written consent of the Vendor, except to the extent that the disclosure is necessary for the supply of the Products, the disclosure is made to the Client's professional advisers or required by law or if the disclosure relates to information already available in the public domain.
- 14. Jurisdiction** - If the Site is located in Australia, this Agreement is governed by the laws of the State or Territory in which the Site is located. If the Site is not located in Australia, the parties agree to and shall irrevocably submit to the laws and jurisdiction of the courts and tribunals of the Commonwealth of Australia.
- 15. No adverse construction** - A provision of this Agreement may not be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or the preparation or proposal of that provision.
- 16. No assignment** - The Client must not, without the Vendor's prior written approval (including terms), assign this Agreement or any payment or any right, benefit or interest under this Agreement.