

ZOBEL AUSTRALIA: TERMS AND CONDITIONS

1. Interpretation

In these terms:

Company means Advanced Timber Finishes Pty Ltd ABN 25 856 675 540 trading as Zobel Australia.

Customer means the purchaser of goods and/or services from the Company.

Goods means all goods sold and/or delivered by the Company to the Customer.

Services means all services provided by the Company to the Customer.

2. Application

- a. These terms apply to all contracts for the sale of Goods and the provision of Services by the Company.
- b. No amendment, alteration, waiver or cancellation of any of these Terms and Conditions is binding on the Company unless confirmed by the Company in writing.
- c. The Customer acknowledges that no employee or agent of the Company has any right to make any representation, warranty or promise in relation to the Goods or sale of the Goods or provision of services other than as contained in these Terms and Conditions.

3. Prices

- a. Prices are determined on quotation and are valid for 14 days or,
- b. Prices are determined at the time of order and are valid for 14 days.

4. Payment

- a. A deposit may be requested prior to sale.
- b. Payment in full is required on delivery of the goods or services and presentation of an invoice for them.
- c. Terms of payment may be varied by agreement prior to the placement of an order.
- d. Interest is payable on all overdue accounts at the current cash rate plus one percent per calendar month.

5. Delivery

- a. The Customer must, within five days of being notified of their availability, collect or accept delivery of the Goods and pay the balance of the invoice price.
- b. If the Customer fails to collect the Goods or accept delivery within 21 days of being notified of their availability, the Company may terminate this contract, keep the deposit and resell the Goods.
- c. In addition to clause 4d, the Company reserves the right to charge the customer a storage fee on Goods not collected or delivered within five days of notification of their availability at the rate of \$50 per week or part thereof.
- d. The Company reserves the right to deliver the Goods in whole or in instalments, as well as to deliver prior to the date for delivery and, in such an event, the Customer must not refuse to take delivery of the Goods.
- e. Any failure on the part of the Company to deliver instalments within any specified time does not entitle the Customer to repudiate the contract with regard to the balance remaining undelivered.
- f. **Tinting.** Zobel products are **not** paint. While every effort is made to match the colour and gloss requested, some minor variation may occur. To minimise the risk of this eventuating, Zobel Australia reserves the right to produce a sample pot for sign off by

the customer prior to mixing the total order. The colour should be checked before application.

6. Title

Legal and beneficial ownership of the Goods will not pass to the Customer until such time as the Goods have been paid for in full in cash or cleared funds.

7. Risk and Insurance

- a. The goods are held entirely at the risk of the Customer on delivery to the Company or on collection, even though title to the Goods has not passed to the Customer at that time.
- b. The Customer must, at its own expense, maintain the Goods and insure them for the benefit for the benefit of the Company against theft, breakdown, fire, water and other risks from the moment of delivery to the Customer until title to the Goods has passed to the Customer.

8. Inspection

Unless the Customer has inspected the Goods and given written notice to the Company to the Company within two days after collection or delivery that the Goods or Services do not comply with the relevant specifications or descriptions, the Goods or Services are deemed to have been accepted in good order and condition.

9. Cancellations

No order may be cancelled, modified or deferred without the prior written consent of the Company (which is at the Company's sole discretion). If such consent is given it is, at the Company's election and subject to the Company being reimbursed for all losses, including loss of profits and paid a cancellation fee (being not less than 20% of the invoice price of the Goods or Services).

10. Limited Liability

- a. These Terms do not affect the rights, entitlements and remedies conferred by the relevant Australian Federal and Victorian State Legislation.
- b. The Company is not subject to, and the Customer releases the Company from, any liability (including but not limited to consequential loss or damage) because of any delay in delivery or fault or defect in the Goods. The Customer acknowledges that the Company is not:
 - . responsible if the Goods do not comply with any applicable safety standard or similar regulation; and
 - . liable for any claim, damage or demand resulting from such non-compliance.
- c. If any statutory provisions under the relevant Australian Federal and Victorian State legislation or any other statute apply to the contract between the Company and the Customer (**Contract**) then, to the extent to which the Company is entitled to do so, the Company's liability under the statutory provisions is limited, at the Company's option to:
 - . replacement or repair of the Goods or the supply of equivalent goods; or
 - . payment of the cost of replacing or repairing the Goods or of acquiring equivalent goods; andIn either case, the Company will not be liable for any consequential loss or damage or other direct or indirect loss or damage.

11. Warranty

- a. All goods supplied are covered by such warranties as are specified by the manufacturer and supplied subject to the product standards detailed by the manufacturer.
- b. On discovery of any defect in the Goods or Service, the Customer must immediately notify the Company in writing of the defect. The Customer must not carry out any remedial work the alleged defective Goods or Service without first obtaining the
- c. The provisions of any Federal or State Act, Law or Statute implying terms, conditions and warranties, or any other terms, conditions or warranties which might otherwise apply to or arise out of the Contract are hereby expressly negated and excluded to the full extent permitted by law.
- d. The Customer expressly acknowledges and agrees that it has not relied upon, and the Company is not liable for any advice given by the Company, its employees, agents or representatives in relation to the suitability for any purpose of the Goods.

12. Displays and Samples

Any display product or sample inspected by the Customer is solely for the Customer's convenience and does not constitute a sale by sample.

13. Contract

The terms of the Contract are wholly contained in these Terms and any other writing signed by both parties. The Contract is deemed to have been made at the deemed to have arisen there.

14. Right to Enter Premises

- a. The Customer authorises the Company by itself, its agents or representatives at all reasonable times, without notice, to enter onto (with force if reasonably necessary) and to remain in and on any premises where the Goods are located in order to collect the Goods, without being guilty of any manner of trespass; and
- b. Assigns to the Company all the Customer's rights to enter onto and remain in and on such premises until all the Goods have been collected.

15. Force Majeure

The Company will not be liable for any breach of contract due to any matter or thing beyond the Company's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquakes, acts of God, strikes, lock-outs, work stoppages, wars, riots or civil commotion, intervention or public authority, explosion or accident.

16. Waiver of Breach

No failure by the Company to insist on the strict performance of any of these Terms is a waiver of any right or remedy which the Company may have, and is not a waiver of any subsequent breach or default by the Customer.

17. No Assignment

Neither the contract, nor any rights under the Contract may be assigned by the Customer without the prior consent of the Company, which is at the Company's absolute discretion.

18. Severability

If any provision contained under these Terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

19. Governing Law

These Terms and the Contract shall be governed by the law of Victoria and the parties submit to the courts of Victoria in respect of any dispute arising.