

PAYMENT SCHEDULE

Deposit 10% due at signing of contract to obtain engineering and construction documents. (Non-refundable)

Final 90% or total amount, due prior to commencement of any manufacturing.

TERMS AND CONDITIONS

These terms and conditions will apply to all goods and services provided by Us (as Seller) to You (the Customer).

1. DEFINITIONS AND INTERPRETATION:

In these Terms the below terms have the following meaning ascribed to them unless the context dictates otherwise:

1.1 Agreement means these Terms and Conditions;

1.2 Bill of Materials refers to the building material quantities list provided by the Seller to the Customer;

1.3 Building Materials all material associated with the physical construction of the end Product;

1.4 Construction means all elements associated with the physical erection of the building materials to result in a completed and final Product;

1.5 Construction Support refers to any erection advice given by the Seller to the Customer;

1.6 Customer means the purchaser of the Kit Order specified on the Quotation or invoice;

1.7 Goods means the Goods and/or services associated in the Kit Order;

1.8 Invoice refers to the invoice that details the taxable invoice price of the Quotation;

1.9 Kit Order is a kit pre-engineered steel building sold by the Seller to the Customer;

1.10 Manufacture refers to the phase where the Kit Order is in Manufacture by the Supplier;

1.11 Party means any Party to this Agreement and includes the Seller and the Customer;

1.12 Practical Completion means the point where all building work is complete or all but completed, in accordance with the contract;

1.13 Price refers to Price of the Kit Order and associated services;

1.14 Price Increase refers to any market fluctuation that affects the Price of the Kit Order;

1.15 Product means the end Product;

1.16 Production is when the balance of payment for the Kit Order is made and the Kit Order is in Manufacture by the Supplier;

1.17 Quotation refers to details contain therein the Seller's Quotation;

1.18 Sub-Contractor refers to any person contracted to undertake any work associated the sale of Kit Order;

1.19 Seller means [entity name] and Us;

1.20 Site means the geographic location where the Kit Order will be delivered to as confirmed by the Customer;

1.21 Supplier means the Supplier or Suppliers of the building materials required for the Kit Order;

1.22 Terms and Conditions refer to the Terms and Conditions contained within this Agreement.

2. ACCEPTANCE

2.1 The Seller supplies the Goods to the Customer on these Terms and Conditions.

2.2 Goods are supplied by the Seller only on these Terms and Conditions to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these Terms and Conditions

2.3 These Terms and Conditions are subject to the laws of Queensland and New South Wales and any dispute which arises from these Terms and Conditions will be governed by the laws of Queensland and New South Wales.

3. QUOTATION AND ORDERS

3.1 Any Quotation provided by the Seller is not an offer or obligation to sell but an invitation to treat only.

3.2 Any Quotation accepted by the customer must be paid in full within the acceptance period to ensure no material increases are incurred. The seller reserves the right to charge any and all increases incurred by a supplier if final payment is after the acceptance period.

3.2.1 A Quotation is open for acceptance within the period stated in the quotation or within seven (7) days of the date of the Quotation if no period is stated.

3.3 The Seller reserves the right to:

3.3.1 accept or reject any order it receives; and/or

3.3.2 make any required modifications to the Quotation as based on reasonable and necessary grounds prior to Customer's acceptance of any Quotation.

3.4 Until the Seller accepts in writing any order submitted and full payment for the Goods is made, the Seller is not obliged to provide any Goods.

3.5 If an order is accepted by the Seller for Goods, and the Customer cancels the order after the date that the order was accepted by the Seller, the Customer will forfeit any deposit paid for that order.

3.6 The Seller is not responsible to the Customer for a breach of its obligation to supply the Goods pursuant to an order the Seller has accepted, or for any delay in delivery, if the failure or delay is caused by matters beyond the reasonable control of the Seller (including but not limited to acts of God, acts of government, war or other hostility, national

4.10 In the event that the Customer's payment is dishonoured for any reason, the Customer will be liable for any dishonour fees incurred by the Seller.

4.11 If the Customer defaults in payment of any invoice when due, the Customer will indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and Seller's collection agency costs (if permissible by law). If any account remains overdue after three (3) days then an amount of the greater of fifty dollars (\$50.00) or ten percent (10%) of the amount overdue (up to a maximum amount of \$250.00) shall be levied for administration fees which sum shall become immediately due and payable by the Customer.

4.12 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment) the Seller may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the Terms and Conditions, resell or dispose of the Goods. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause.

4.13 Without prejudice to the Seller's other remedies at law, the Seller will be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Seller will, whether or not due for payment, become immediately payable in the event that:

4.13.1 any money payable by the Customer to the Seller becomes overdue, or in the Seller's opinion, the Customer will be unable to meet its payments as they fall due; or

4.13.2 the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

4.13.3 a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

4.14 In the event that the Seller retains possession or control of the Goods, payment of the Price is due to the Seller and the Seller has made demand in writing of the Customer for payment of the Price in terms of these Terms and Conditions and the Seller has not received the Price of the Goods, then, whether title in the Goods has passed to the Customer or has remained with the Seller, the Seller may dispose of the Goods and may claim from the Customer the loss to the Seller on such disposal.

5. DELIVERY

5.1 Delivery of the Goods will take place when the Customer takes possession of the Goods.

5.2 The costs of delivery of the Goods are not included in the Price (unless stated otherwise). The Customer will bear all costs and expenses of delivery of the Goods (including but not limited to insurance for the Goods).

5.3 The Seller may, in its sole discretion, deliver the Goods by separate instalments.

5.4 The Customer accepts responsibility to ensure that delivery address details are true and correct. The Customer agrees to notify the Seller of any alterations to the delivery address in writing prior to scheduled delivery date.

5.5 The Customer accepts full responsibility to ensure that the delivery address has practicable access and unloading capacity for delivery purposes. Should access to the delivery address not be appropriate for delivery purposes, then the Customer accepts full responsibility to honour all additional costs associated with redelivery of Kit Order and/or any other associated materials.

5.6 Where the Customer expressly requests the Seller to deliver the Goods to an unattended location:

5.6.1 such Goods will be left at the nominated location at the Customer's sole risk;

5.6.2 the Bill of Materials will be deemed delivered and accepted;

5.6.3 the discretion of the transport driver's will be accepted as to where the Goods are positioned in or at closest proximity of the delivery address.

5.7 The failure of the Seller to deliver the Goods or any part of the Goods will not entitle either party to treat these Terms and Conditions as repudiated.

5.8 The Seller will not be liable for any loss or damage due to failure by the Seller to deliver

any of the Goods promptly or at all as a result of circumstances beyond the control of Seller.

5.9 The Seller will not be liable for any losses (including but not limited to theft or damage) associated with theft of any or all of the Goods once delivered.

5.10 The Customer acknowledges that any delivery times provided are estimates only.

5.11 Where the Customer requests a delivery date beyond the scheduled delivery date, the Seller reserves the right to pass on additional storage charges to the Customer.

6. TITLE AND RISK

6.1 Ownership of the Goods will not pass until the Customer has paid the Seller all amounts owing for the Goods and the Customer has met all other obligations due by the Customer to Seller in respect of all contracts or arrangements between the Seller and the Customer.

6.2 The Seller's title or rights in the Goods will continue until any form of payment by a Customer has been received, honoured, cleared or acknowledged by the Seller

6.3 All risk in the Goods passes to the Customer on delivery of the Goods to the Customer's delivery address.

6.4 If any of the Goods are damaged or destroyed following delivery but prior to title passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods.

6.5 The production of these Terms & Conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

7. DESIGN

7.1 The Customer retains full responsibility to ensure that:

7.1.1 prior to purchase/order, the Kit Order meets all the necessary Council and statutory requirements required for any applicable approvals relating to the Product;

7.1.2 the details provided in the Quotation are true and correct;

7.1.3 no other information, communication or detail has been relied upon pertaining to the Kit Order which is to be supplied;

7.1.4 Kit Order is suitable for the Site and the area in which it is to be constructed

- The Customer acknowledges that all dimensions pertaining to the Kit Order are to be considered as nominal and not as absolute.

7.2 The Seller reserves the right to alter engineering or building material after the Kit Order has been purchased by the Customer as deemed reasonable and necessary by the Seller without notice to the Customer, providing that the building materials are of a similar quality and size.

8. CANCELLATION

8.1 The Customer acknowledges and agrees that:

8.1.1 there will be no refund of any monies paid where a Customer cancels a Kit Order after Manufacturer has commenced; and

8.1.2 where Manufacturer has not commenced, the Seller agrees to refund ninety five percent (95%) of the Price.

9. SUPPLIERS

9.1 The Customer acknowledges and agrees that the Seller is not the Manufacturer and/or the Supplier of the building materials required for the Kit Order.

9.2 The Seller maintains the right to select in its own discretion the Suppliers for orders for Building Materials.

10. SHORTAGES, ERRORS, DAMAGE, CONSTRUCTION

10.1 The Customer retains full responsibility to ensure that the Goods delivered conform to the Bill of Materials supplied.

10.2 Subject to clause 5.6(b):

10.2.1 the Seller will not accept any liability for any damage to goods delivered unless the Seller receives written notification of such damage in writing within seven (7) days of delivery of Kit Order and such damage is not caused by the storage or handling of the Customer or its agents or contractors;

10.2.2 where a discrepancy is identified between the delivered Goods and the Bill of Materials, it is the responsibility of the

Customer to advise the Seller of any variances within seven (7) days of receipt of delivery. Failure to do so will constitute the acceptance of the Goods as per the information contained in the Bill of Materials.

10.3 At no point will the Seller be liable for any additional costs or expenses incurred whatsoever by the Customer for rectification or building errors during construction of the Product. This includes but is not limited to any loss of time or damage associated with any alleged shortages and errors.

10.4 Where it has been determined by the Seller that the Goods supplied were of a faulty nature, incorrect size, amount, quality or colour, the Seller will replace the said Goods at the Seller's expense excluding the cost of labour to rectify the fault.

10.5 The Customer acknowledges and agrees as follows:

10.5.1 Construction is the responsibility of the Customer, unless otherwise agreed with the Seller;

10.5.2 drilling, cutting and other modifications to the Product is at the Customer's own risk and will void all types of warranty;

10.5.3 downpipes are supplied by the Seller to ground level only. It is the Customer's responsibility at its own cost and expense to connect downpipes to stormwater drainage (or other) in order to obtain final council approval of the Product;

10.5.4 the Customer is responsible at its own cost and expense for obtaining any soil test or

geotechnical engineering. Such cost is in addition to the Price.

10.5.5 the Customer is responsible at its own cost and expense to provide a clear and level site for the placement of any concrete slab, slab estimations do not include piers or beams. Such costs are in addition to any Price;

10.5.6 the Customer is responsible at its cost and expense for the removal of any excess building materials from the site on construction of the Product;

10.5.7 any Construction Support provided by the Seller is general only and the Seller will not be liable to the Customer in any respect for any loss, damage or claim occasioned to the Customer during the construction of the Product or thereafter.

10.5.8 erection prices detailed in this document do not include the use of cranes or scissor lifts and will be determined on-site. Such costs are in addition to any Price;

10.5.9 this document does not include travel to site for employees, contractors or concrete cartage. Such costs are in addition to any Price;

10.5.10 all construction costs shown are indicative only and are supplied for estimating purposes only. All construction will be quoted and invoiced directly to the customer by a licensed trade.

11. EXCLUSIONS

11.1 The Customer acknowledges and agrees that the Seller (unless otherwise agreed in writing):

11.1.1 is not responsible and does not provide any authority, local council or other required building certifications or approvals;

11.1.2 does not provide installation services;

11.1.3 does not provide engineering services;

11.1.4 does not warrant any requirements provided to the Customer;

11.1.5 does not provide engineering drawings unless they are requested and paid for by the Customer;

11.1.6 does not check the items that have been ordered. These items are the Customer's responsibility and the Seller accepts no liability for these matters.

11.2 The Customer must satisfy itself as to the suitability, stability, adequacy and legality of the site or proposed use of the building to be constructed from any engineering designs. The Seller accepts no responsibility or liability for the structural competency of any building produced as a result of designs generated by the Software.

11.3 The Customer acknowledges and agrees that all dimensions shown in the drawings are to be considered nominal and not absolute, including, but not limited to, the main door opening clearance heights.

12. WARRANTIES

12.1 To the extent permitted by law, the Seller does not warrant:

12.1.1 any of the Goods that are not manufactured by the Seller, and in such case

the Customer will only have the benefit of the warranty (if any) of the manufacturer of those Goods which forms part of the contract between the Seller and the manufacturer; or

12.1.2 normal wear and tear in the Goods;

12.1.3 defects, loss or damage caused directly or indirectly by or as a result of:

12.1.3.1 any defect, deterioration, weakening or collapse of the structure to which the Goods is installed occurring at any time;

12.1.3.2 any damage to or deterioration in the condition of the Goods occurring in transit by the Customer's or Seller's nominated or appointed carrier or occurring after delivery and prior to installation of the Goods;

12.1.3.3 any additional defect damage or deterioration arising from or attributable to the installation of the Goods after it is known to be defective;

12.1.4 the Goods where the defect, loss or damage is caused directly or indirectly by or as a result of the fitting or installation of the Goods, by the Customer or any third party engaged by the Customer (including an engineering or certifier), not strictly in accordance with the installation requirements for that specific Good;

12.1.5 inherent defects in steel or other material used in the manufacture of the Goods. The Seller will use best endeavours to procure and assign to the Customer the benefit of the warranty of the manufacturer of the steel or other material.

12.1.6 defects or deterioration which, in the opinion of the Seller, have been caused by careless or improper handling, negligence, misuse, care or maintenance instructions, alterations or repairs carried out by anyone other than the Seller's authorised representatives, or by fair wear and tear.

12.2 The Customer acknowledges and agrees that they have had the opportunity to review the variety of Goods offered by the Seller together with their specifications and quality and that unless specifically stated otherwise, that the Good is fit for use. The Seller will not be liable to the Customer in any way for any costs, damage or loss of any kind whatsoever (including, without limitation, liability for direct, indirect, special or consequential loss or damage) incurred or sustained by the Customer or any third party arising from or in connection with the Goods and any damage caused.

12.3 The Customer warrants that all information provided by the Customer is true and correct in every respect. Any Quotation is provided on the basis of the information provided by the Customer and the Seller will not be liable in respect for any claim loss or damaged caused or contributed by a breach of this clause and the Customer indemnifies the Seller in respect of any loss or damage to the Seller caused or contributed to by such breach.

13. COMPETITION AND CONSUMER ACT 2010 (CTH) (CCA) AND LIMITATION OF LIABILITY

13.1 Subject to the Seller's statutory obligations under the CCA the following provisions apply:

13.1.1 The Sellers liability for a breach of a condition or warranty implied by Pt 3-2 Div 1 of the CCA is limited to any one (1) or more of the following: the replacement of the Goods or the supply of equivalent goods; the repair of the Goods; the payment of the cost of replacing the Goods or of acquiring equivalent goods; the payment of the cost of having the Goods repaired.

13.1.2 Subject to the Seller's statutory obligations under the CCA and except as provided in these Terms & Conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded.

13.1.3 The Seller is not liable to the Customer for any physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of any Good or arising out of negligence or in any way whatsoever.

13.2 The Seller's liability under section 274 of the CCA is expressly limited to a liability to pay the Customer an amount equal to: the cost of replacing the Goods; the cost of obtaining equivalent Goods; or the cost of having the Goods repaired, whichever is the lowest amount

13.3 The Seller is not liable for any loss, damage, injury or death caused to any property or person of the Customer or any third Party as a result of any direct or indirect defect in the Kit Order.

14. PPSA

14.1 In this clause: financing statement, financing change statement and security interest have the meaning given to it by the PPSA; security agreement means the security agreement under the PPSA created between the Customer and the Seller by these Terms & Conditions.

14.2 The Customer acknowledges and agrees that these Terms and Conditions constitute a security agreement for the purposes of the PPSA and create a security interest in all Goods previously supplied and to be supplied in the future by the Seller to the Customer and a right to any proceeds in the sale of such Goods.

14.3 The Seller and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these Terms and Conditions.

14.4 Unless otherwise agreed to in writing by the Seller, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.

14.5 The Customer agrees to unconditionally ratify any actions taken by this Seller under this clause.

14.6 The Customer must not register a security interest over the Seller without its prior written consent.

15. FORCE MAJEURE

15.1 The Seller will not be liable to the Customer for any delay or failure to perform all or part of Seller's obligations to the Customer, under this Agreement where such a delay or failure is due to any cause whatsoever beyond reasonable control of the Seller including but not limited to; act of God or public enemy, insurrection or riot, war or military operation, national or local emergency, act or omissions of government, industrial disputes of any kind.

16. GENERAL

16.1 If any provision of these Terms and Conditions will be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

16.2 If any provisions of these Terms and Conditions are inconsistent with the PPSA, the PPSA will prevail to the extent of that inconsistency.

16.3 These Terms and Conditions and any contract to which they apply will be governed by the laws of Queensland and New South Wales and are subject to the jurisdiction of the courts of Queensland and New South Wales.

16.4 To the extent permitted by law:

16.4.1 The Seller will be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these Terms and Conditions;

16.4.2 In the event of any breach of this contract by the Seller the remedies of the Customer will be limited to damages which under no circumstances will exceed the Price.

16.5 The Customer will not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute.

16.6 The Seller may license or sub-contract all or any part of its rights and obligations.

16.7 The Customer agrees that the Seller may review these Terms and Conditions at any time. If, following any such review, there is to be any change to these Terms and Conditions, then that change will take effect from the date on which the Seller notifies the Customer of such change. The Customer will be under no obligation to accept such changes except where the Seller supplies further Goods to the Customer and the Customer accepts such Goods.

16.8 Neither party will be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond their reasonable control.

16.9 The failure by the Seller to enforce any provision of these Terms and Conditions will not be treated as a waiver of that provision, nor will it affect the Seller's right to subsequently enforce that provision.

16.10 If any part of these Terms and Conditions is invalid or unenforceable the remaining valid

and enforceable Terms and Conditions will remain in full force and effect.