

The conditions below apply in the supply of all goods by Australian Lock Company Pty Limited (ACN 002 420 840) to you and on you placing an order with us constitute an agreement between you and us.

1. Delivery of goods

- 1.1 The time for delivery of goods is not of the essence.
- 1.2 Any date or period quoted for delivery and or provision is an estimate only and we will not be liable for any loss or damage whether direct or indirect and whether suffered by you or by a third party, resulting from any delay in delivery of or failure to deliver the goods.
- 1.3 You must insure the goods against all risk of loss and damage until the goods have been delivered to you.
- 1.4 Delivery of the goods will be deemed to have occurred at the earliest time that:
 - a) you or your nominated person takes possession of the goods; or
 - b) we deliver the goods to any carrier nominated or arranged by you for delivery to you.
- 1.5 No claim that goods are missing from a delivery will be valid or accepted unless it is made in writing to us within seven days of delivery.
- 1.6 Credit will only be given for returned goods on the following terms:
 - a) you obtain our prior approval by obtaining a valid authority number for the return;
 - b) you return the goods (at your cost and risk) in their original packaging in first class original condition together with the relevant authority number;
 - c) we, on the basis of our inspection, accept the returned goods as complying with the above requirements;
 - d) any credit given may be subject to a standard 20% of invoice cost handling charge and an additional charge determined by us where the returned goods are not in first class original condition; and
 - e) no credit will be given or returns accepted of any goods that are special orders, made to order or include special keying.

2. Title to the goods

- 2.1 Property and title in the goods will not pass to you until you have paid all the amounts owing to us in full and you have met all of your other obligations to us.
- 2.2 Any form of payment by you other than cash will not be deemed to be payment until it has been honoured, cleared or recognised.
- 2.3 You will carry the risk for all goods supplied by us to you from the time of delivery by us to you, whether the full payment of amounts due to us has been paid or not.
- 2.4 Until ownership of the goods has passed to you according to clause 2.1:
 - (a) you are only a bailee of the goods and must return the goods to us on request;
 - (b) you hold the benefit of insurance of the goods on trust for us and must distribute to us the proceeds of any insurance in the event of the goods being lost, damaged or destroyed;
 - (c) you must not sell, dispose, or otherwise part with possession of the goods other than in the ordinary course of business and for market value;

- (d) if you sell, dispose of or otherwise part with possession of the goods then you must hold the proceeds of any such act on trust for us and must pay or deliver the proceeds to us on demand;
 - (e) you must not convert, process or intermingle the goods with other goods, but if you do so then you hold the resulting product on trust for our benefit and must sell, dispose of or return the resulting product to us as we direct;
 - (f) you irrevocably authorise us and our Associates to enter any premises where we believe the goods are kept and recover possession of the goods;
 - (g) we may recover possession of any goods in transit whether or not delivery has occurred;
 - (h) you must not charge or grant an encumbrance over the goods nor grant nor otherwise give away any interest in the goods while they remain our property; and
 - (i) we may commence proceedings to recover the price of the goods sold even if ownership in the goods has not passed to you.
- 2.5 You agree to indemnify us against any Claim or Costs arising out of any such action by us under clause (f).

3. Customer obligations

- 3.1 You must ensure that:
 - (a) you and your Associates co-operate with us and do not interfere with us carrying out our obligations; and
 - (b) we are promptly supplied with all relevant information and access to your records and Associates as reasonably required to comply with our obligations.
- 3.2 You warrant that all information provided by you or your Associates is accurate and complete.

4. Payment

- 4.1 You must pay us all fees for the goods provided by us.
- 4.2 At our discretion, the fees will be:
 - (a) as indicated on any invoice provided by us to you; or
 - (b) set out in any quotation provided by us to you which will be valid for the period stated in the quotation or, if not stated, 30 days from statement.
- 4.3 We reserve the right to change the fees as a result of variations to the goods supplied to you.
- 4.4 We will issue you with an invoice for the goods and the time for payment is of the essence.
- 4.5 You must pay us the fees for the supply of the goods:
 - (a) within 30 days from statement date; or
 - (b) as directed by us; and
 - (c) without counterclaim, set off or deduction.
- 4.6 If you fail to comply with clause 4.5:
 - (a) interest at the rate of 12% per annum will be applied daily to the outstanding balance until payment is received in full;
 - (b) we may suspend supplying the goods; and
 - (c) we may exercise any other right.

5. GST

- 5.1 Unless expressly stated otherwise, any amount which must be paid is exclusive of GST.

5.2 GST must be paid at the same time and in the same manner as any money due.

6. Warranties

6.1 Subject to clause 6.2 and to the extent permitted by law, all liability, conditions and warranties in respect of the provision of the goods, whether express or implied, statutory or otherwise, are excluded.

6.2 This clause does not exclude, restrict or modify any condition, warranty, right or remedy implied by law (including the Competition and Consumer Act 2010) and which cannot be excluded, restricted or modified.

6.3 To the extent permitted by law, we will not be liable for any defect or damage caused to the goods caused by:

- (a) you failing to properly maintain or store the goods;
- (b) you using the goods for any purpose other than for which they have been designed;
- (c) you continuing to use the goods after any defect becomes apparent or should have become apparent to a reasonably prudent operator; or
- (d) you failing to follow our instructions.

6.4 To the extent permitted by law, you shall not have any rights under this clause 6 until all outstanding amounts due and payable have been paid to us.

7. Limitation

7.1 To the extent permitted by law, we will not be liable for any indirect, incidental, special or consequential Loss, including loss of profits, loss of business or business interruption.

8. Force majeure

8.1 If the performance of any of our obligations is prevented, hindered or delayed by or in consequence of any cause or event beyond our reasonable control, we will be entitled, on giving notice to you:

- (a) to make partial or delayed delivery of or suspend the supply of the goods; or
- (b) to terminate the supply,

without liability and without prejudice to rights which have already accrued to us in respect of any part of the goods already supplied.

9. Personal Property Securities Act 2009

9.1 The terms "financing statement", "financing change statement", "security agreement", and "security interest" have the meanings given to them by the PPSA.

9.2 You acknowledge and agree that these terms and conditions constitute a security agreement for the purposes of the PPSA and create a security interest:

- (a) in all goods that have previously been supplied and that will be supplied in the future from us to you;
- (b) the proceeds of any of the items in clause (a).

9.3 You must:

- (a) promptly sign any further documents and provide any further information (complete, accurate and up to date in all aspects) which we may reasonably require to:
 - i) register a financing statement or financing change statement in relation to a security interest on the PPSR;
 - ii) register any other document required to be registered by the PPSA; or

iii) correct a defect in a statement referred to in clause 9.3(a)(i) or 9.3(a)(ii);

(b) indemnify, and upon demand reimburse, us for all expenses incurred in registering a financing statement or financing change statement on the PPSR or releasing any security interest;

(c) not register or permit to be registered a financing change statement in respect of a security interest without our prior consent;

(d) not register or permit to be registered, a financing statement or a financing change statement in relation to the goods in favour of a third party without our prior consent;

(e) immediately advise us of any material change in its business practices of selling the goods which would result in a change in the nature of proceeds derived from such sales.

9.4 The parties agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

9.5 You waive your rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

9.6 You waive your rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

9.7 Unless otherwise agreed to in writing by us, you waive your right to receive a verification statement in accordance with section 157 of the PPSA.

9.8 You must unconditionally ratify any actions taken by us under clauses 9.3 to 9.5.

9.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

10. General

10.1 These terms and conditions supersede any prior negotiations or representations and cannot be changed unless the parties agree in writing.

10.2 A failure to fully exercise a right or delay in exercising a right does not result in a waiver of that right. Waiver of any right must be in writing and executed by the Party granting the waiver.

10.3 We may assign, novate or transfer all or any part of our rights and liabilities without your consent, but must give written notice after the assignment, novation or transfer.

10.4 These terms and conditions and any supply of goods by us are governed by the laws of New South Wales, Australia, and the parties agree to submit to the non-exclusive jurisdiction of the courts of that State.

10.5 If any term or condition is or becomes invalid, illegal or unenforceable, that part will be excised and will not affect the validity of the remaining clauses.

10.6 The parties are independent contracting parties and nothing in these terms and conditions will establish any relationship of agency or authorise a party to create an obligation on behalf or in the name of the other party.

10.7 In accordance with the Privacy Act 1988, you authorise us to obtain such information as it requires to determine your credit worthiness. This will be used as a guideline in setting credit limits and may be used for debt collection purposes.

11. Guarantee

- 11.1 The guarantor agrees that you have entered into these terms and conditions with us at the request of the guarantor and in consideration of the guarantee in this clause 11.
- 11.2 The guarantor unconditionally and irrevocably guarantees to us:
- (a) the payment, when due, of any amounts which are payable or become liable to be paid by you to us; and
 - (b) the due and prompt performance by you of all of your obligations.
- 11.3 The guarantee is a principal obligation of the guarantor and must not be treated as ancillary or collateral to any other obligation.
- 11.4 We may enforce this guarantee against the guarantor without first being required to exhaust any remedy we may have against you.
- 11.5 This guarantee will not be wholly or partially discharged by the payment at any time of any amount or by the settlement of any account by you to us.
- 11.6 If you default in:
- (a) the payment of any amount due, the guarantor must on demand pay that amount to us; and
 - (b) the performance of any of your other obligations under this agreement, the guarantor must on demand pay to us all Loss, damage and Costs which we are entitled to recover because of that default.
- 11.7 The liability of the guarantor will not be affected by anything which but for this provision would release the guarantor from the guarantor's obligations including:
- (a) the grant to you of any time, waiver or other indulgence, discharge or release;
 - (b) if you become insolvent;
 - (c) if we exercise or refrain from exercising any other security, guarantee or any rights conferred on us by law, by these terms and conditions or by any other agreement;

- (d) the variation, extinguishment, unenforceability, release, discharge, or transfer either in whole or in part of these terms and conditions or any other security or guarantee now or in the future held by us;
- (e) your obligations or any part of them being or becoming wholly or partially illegal, void, voidable or unenforceable;
- (f) any failure by us to give notice to the guarantor of any default by you;
- (g) any legal limitation, disability, incapacity or other circumstances relating to you and or either guarantor; and
- (h) the transfer or assignment upon any terms or conditions whatsoever of your interest or rights.

12. Definitions

- 12.1 In these terms and conditions :

Associates includes employees, agents, authorised representatives and subcontractors;

Claim includes claim, demand, threat or proceedings;

Costs means and includes all loss, damage, costs, contributions and expenses, including legal costs and expenses incurred in bringing, defending or settling any Claim;

goods means the goods to be supplied to you by us as stated in any purchase order or quotation provided by us to you;

GST has the meaning given to it in A New Tax System (goods and Services Tax) Act 1999;

Loss includes loss, liability, claim, cost, injury, death, demand, threat, damage, penalty or expense (including legal costs in connection with same on a full indemnity basis);

PPSA means Personal Property Securities Act 2009 (Cth) as modified or replaced from time to time;

PPSR means the Personal Property Securities Register established under the PPSA;

we, our, us means Australian Lock Company Pty Limited (ACN 002 420 840); and

you, your means the Customer.