

## MAJOR WOODWORKING EQUIPMENT PTY LTD - TERMS AND CONDITIONS OF SALE

### General

1. The whole of the agreement between Major Woodworking Equipment Pty Ltd A.C.N 071 918 422 ("**Major Woodworking**") and the Customer is set out in these Terms and Conditions as amended by Major Woodworking in writing from time to time ("**Terms**"), any quotation provided by Major Woodworking ("**Quotation**"), any Invoice provided by Major Woodworking ("**Invoice**") and any terms which are implied and which by law cannot be excluded; and these Terms shall prevail to the extent of any inconsistency with any Quotation or Invoice. Words which are defined throughout these Terms (including in the Definitions section at the end) are capitalised and bear those meanings.
2. These Terms apply to every sale of Products to, or order for Products placed by, the Customer and may only be varied by Major Woodworking in writing. Any order placed by the Customer for the purchase of Products constitutes unqualified acceptance of these Terms to the exclusion of all others. Any other contractual terms (whether upon the Customer's order or elsewhere) which are contrary to or inconsistent with the Terms shall not apply nor shall they constitute a counter-offer. These Terms are binding on the parties and their legal successors and assigns and are enforceable by and against the parties and those successors and assigns.

### Quotations

3. Any Quotation is based on information supplied by the Customer. A Quotation shall remain valid and open for a period of thirty (30) days from its date unless otherwise stated. The lead time stated in Quotations runs from the date approval is given by the Customer.
4. The supply under this agreement is a taxable supply for Goods and Services Tax (GST) purposes. GST is in addition to the quoted price as set out and shown in the Quotation and is payable by the Customer as provided in the Invoice to be issued by Major Woodworking.

### Orders, Pricing and Charges

5. The Customer shall be liable for the Price of the Products ordered, plus any other fees and charges provided in any Quotation, for the production, supply or delivery of the Products, the applicable freight and carrier charges, and any other fees or charges payable under these Terms in full, without set-off or deduction on placement of an order. In the event that Major Woodworking is only able to supply part of the Products in any order, then the Customer shall be liable for the Price for those goods supplied under a separate contract of sale. The Customer shall not be relieved of any obligation to accept any Products or to pay for them, by reason of any delay in their delivery or dispatch.
6. The Customer shall pay any service fees charged by Major Woodworking for each credit card payment by the Customer that are notified to the Customer at or before the time of credit card payment; however, Major Woodworking may waive payment of these fees from time to time at its complete discretion.

### Payment & Delivery

7. Subject to these terms, the Customer shall pay for each order upon invoice by Major Woodworking; and the applicable Quotation shall set out when each order is to be invoiced and delivered. Any deposit paid by the Customer for an order is non-refundable and will be credited against the amount payable by the Customer for that order. Major Woodworking is under no obligation to deliver the Products until the Customer has paid the invoice for them in full, although Major Woodworking may decide to extend credit to the Customer from time to time at its absolute discretion.
8. The Customer must pay each invoice issued by Major Woodworking on or prior to the payment date specified in the invoice, or in the manner reasonably specified by Major Woodworking, and on the payment terms notified to the Customer from time to time; and must not withhold or delay any payment due to Major Woodworking for any reason whatsoever, including but not limited to any claim which the Customer asserts that it has against Major Woodworking or any money which it asserts is owed to it by Major Woodworking.
9. If an invoice has not been paid within thirty (30) days of its due date Major Woodworking may dispose of the Products, and the Customer shall be liable for the unpaid balance of the invoice, in addition to any costs incurred in disposal of the Products. If Major Woodworking stores the Products beyond thirty (30) days of the due date of an invoice the Customer shall be liable to pay Major Woodworking for storage of the Products at the rate of AUD \$100.00 per month until the Products are delivered to the Customer or disposed of.
10. Interest accrues on the unpaid balance of all overdue invoices at the rate of 10% annum which shall accrue on a monthly basis on the amount on the last day of each month until paid in full. The Customer must pay all of Major Woodworking's costs, expenses and disbursements incurred in enforcing the Customer's obligations, and in recovering or attempting to recover any outstanding moneys from the Customer, including without limitation investigator's fees, mercantile agents' fees and commission, and legal costs and disbursements on a full indemnity basis.
11. If any moneys owed by the Customer to Major Woodworking are overdue, or if the Customer becomes bankrupt, commits any act of bankruptcy, enters into a composition or arrangement with its creditors pursuant to laws relating to bankruptcy or insolvency, or has a liquidator, provisional liquidator, administrator, receiver, manager or controller appointed to it, then without derogating from any other rights Major Woodworking may have Major Woodworking may without notice suspend or cancel delivery of any orders or Products, or vary or revoke the terms of the Customer's credit; all invoices, fees, charges and monies relating to all orders by the Customer shall become immediately due and payable to Major Woodworking as a liquidated debt, notwithstanding any other provision in these Terms or any extended terms agreed to by Major Woodworking; and Major Woodworking may continue to enforce its rights and recover from the Customer such payments and any other amounts owing as and when they fall due.
12. Any finance obtained by the Customer for purchase of Products from Major Woodworking, with or without assistance from Major Woodworking;
  - a. is obtained independently from Major Woodworking and not under these Terms; and
  - b. does not release the Customer from liability in making any payment due to Major Woodworking under these Terms, including in relation to any cancellation or non-payment.
13. Any delivery times and dates requested by the Customer or agreed to by Major Woodworking are estimates only, and time shall not be of the essence in this regard. Major Woodworking will use its reasonable endeavours to make delivery by the estimated times and dates provided however does not represent or warrant that it will be able to do so. Major Woodworking shall not under any circumstances be liable for any delay or failure in delivering any Products.
14. The delivery of Products shall be deemed to have occurred upon the earlier of delivery to the Customer, and collection from Major Woodworking's warehouse by the freight company or carrier nominated by Major Woodworking; and the Customer shall pay all applicable freight or carrier charges, subject to any discount that Major Woodworking in its complete discretion may allow.
15. All risk in Products shall pass to the Customer upon delivery of the Products. The Customer shall make its own inquiries/investigations and relies on its own judgment and expertise (not Major Woodworking's), as to the compliance of the Products with Australian and international laws and standards, and approval by Australian and international authorities.

16. Any claims that Products delivered are incomplete, damaged or defective must be made to Major Woodworking in writing within 14 days of delivery, failing which the Customer waives and relinquishes all rights/claims as to such incompleteness, damage or defects, and the Products shall be deemed delivered completely and free of any defect or damage.

#### **Cancellations**

17. Each order placed or made by the Customer for the purchase of Products shall be irrevocable and shall not be cancelled unless agreed by Major Woodworking in writing (in its absolute discretion).
18. Where the Customer does not accept any Products following cancellation of any order, the Customer abandons and disclaims any rights in relation to the Products, and Major Woodworking may dispose of at its complete discretion; and the Customer shall be liable for any costs incurred or loss suffered in disposal of the Products.

#### **Returns**

19. The Customer shall not return any Products to Major Woodworking for any reason unless:
- (a) Prior written authorisation, and a return authorisation number, is obtained from Major Woodworking; and
  - (b) The Products are returned without damage and in perfect condition, in the original packaging with the return authorisation number clearly posted on the package
- failing which (and in any event) Major Woodworking may reject the return of the Products, and the invoiced price for the Products shall remain owing, due or payable by the Customer.
20. The Customer shall pay all freight charges for any returned Products and shall be responsible for any damage to the Products during return shipment. The Customer must pay a re-stocking fee of 15% of the invoiced amount of each item of Products that is returned that is not faulty or defective.

#### **Title to and Ownership of Products; Personal Property Securities Act 2009**

21. Title to and ownership of the Products shall not pass from Major Woodworking or to the Customer, and Major Woodworking retains all legal and equitable rights in relation to the Products, until the Customer has paid Major Woodworking all moneys which it is, or may be, actually or contingently liable to pay Major Woodworking, by way of cleared funds and without set-off; and until that time:
- (a) The Customer shall hold the Products as Major Woodworking's fiduciary and agent, and the Customer shall only resell the Products in that capacity, in the ordinary course of business and on commercially reasonable terms. The Customer has no right to commit Major Woodworking to any contractual relationship or liability to any third party, and shall account to Major Woodworking immediately after Products are on-sold and the proceeds of sale received, even though any credit period may not have expired;
  - (b) Pending resale of the Products the Customer shall keep the Products separate from its own and those of third parties, properly stored, protected and insured, and in such a manner that the Products are clearly identifiable as the property of Major Woodworking. The Customer shall receive all proceeds, including insurance proceeds and proceeds of proceeds, of any dealing with the Products, in trust for Major Woodworking, shall keep such proceeds in a separate account until all actual or contingent liability to Major Woodworking has been discharged, and shall account to Major Woodworking for such proceeds.
  - (c) Major Woodworking may enter upon any premises and retake possession of the Products, and for this purpose the Customer and its legal assigns irrevocably authorises Major Woodworking or its nominees to enter on and into any premises where the Products are located, and without notice to search for and remove any of the Products. The Customer indemnifies Major Woodworking, and shall keep Major Woodworking indemnified against, any Loss or Claim arising from or in connection with, or relating to, any such entry and removal.
22. These Terms create a Security Interest in the Products, and the Proceeds arising from any dealings with the Products, which secures payment of the Price, any interest and credit charges payable for the purchase of the Products, and all moneys which the Customer is, or may be, actually or contingently liable to pay Major Woodworking, which attaches to the Products and takes effect immediately upon delivery of the Products to the Customer.
23. To the extent permitted by law, Major Woodworking is not obliged to give any notice, or provide copies of any documents, required to be given to the Customer or others under the PPSA, including notice of a verification statement.
24. Major Woodworking may take any steps at its complete discretion to register, protect, perfect, record, or better secure its position or any Security Interest in respect of any Products under the PPSA, and may by notice to the Customer at any time, require the Customer to take all steps, provide information, produce documents and obtain consents, execute any notice, consent, document or amendment to these Terms or do any other thing, that is reasonably necessary to:
- (a) ensure that any Security Interest of Major Woodworking under these Terms or in relation to any Products is enforceable;
  - (b) register, protect, perfect, record or better secure Major Woodworking's position in respect of these Terms or in relation to any Products;
  - (c) preserve the priority of any Security Interest of Major Woodworking under these Terms or in relation to any Products; or
  - (d) overcome any defect or adverse effect arising in relation to the PPSA,
- and the Customer must comply with the requirements of that notice, within the time stated in the notice, at the Customer's cost and expense. The Customer must reimburse Major Woodworking for any costs incurred by it in connection with anything the Customer is required to do under this clause.
25. The Customer must notify Major Woodworking immediately if the Customer's name, address, identifying number or any other information provided by the Customer for any order of Products changes.

#### **Warranties and Exclusion of Liability**

26. The Customer acknowledges that the Products are designed for commercial, industrial or business purposes, and not for personal, domestic or household purposes.
27. To the fullest extent permitted by law, any express or implied warranties by Major Woodworking, in relation to the Products shall be strictly subject to the following conditions:
- (a) The warranties shall not extend to defects that have not arisen solely from faulty materials or workmanship, or where the Products have received maltreatment, inattention or interference;
  - (b) The Customer must provide to Major Woodworking complete written notice of the defects and proof of purchase of Products within 14 days of delivery of the Products; and
  - (c) The Products must (and may only) be returned to Major Woodworking in accordance with these Terms.

28. To the fullest extent permitted by law, Major Woodworking's liability in relation to Products supplied to the Customer is limited, at its own complete discretion, to the replacement of the Products, the supply of equivalent Products or the repair of the Products.
29. Under no circumstances shall Major Woodworking be liable for any indirect, consequential or incidental loss, including without limitation loss of business or opportunity, loss of profits and loss of savings.
30. To the extent permitted by law, under no circumstances shall Major Woodworking be liable for any Loss or Claim which relates to or arises from any injury due to the use of the Products.

#### **Customer Safety and Operation Requirements**

31. The Customer must review all literature and instructions supplied by Major Woodworking with the Product before installation and use, including any hazard statement; and shall rely upon its own judgment and expertise (not Major Woodworking's), in relation thereto.
32. The Customer must ensure its employees and personnel are inducted into the safe use of the Product prior to installation and use, including correct use of machinery and proper use of guarding.
33. The Customer must ensure that all Products are used and maintained and in accordance with any literature, instructions or hazard statement supplied by Major Woodworking or the manufacturer of the Products.
34. It is the responsibility of the Customer to carry out any electrical, pneumatic or dust connections in relation to the Products and at the Customer's cost.
35. To the extent permitted by law, the Customer indemnifies Major Woodworking and shall keep Major Woodworking fully and effectively indemnified from and against any Loss or Claim arising from or in connection with, or relating to, the use of the Products.

#### **General**

36. Major Woodworking's failure or delay in the exercise of a right, remedy or power or right under these Terms or at law, to enforce or insist upon the timely performance of any of these terms, or to insist upon or demand timely payment of moneys when due, and any credit or forbearance extended by Major Woodworking to the Customer, shall not constitute a waiver of any subsequent default, or a waiver of Major Woodworking's rights and powers under these Terms or at law.
37. These Terms shall be governed and interpreted according to the laws in force in New South Wales. Major Woodworking and the Customer hereby submit to the jurisdiction of the Courts of New South Wales.
38. Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.

#### **Definitions**

Capitalised terms bear the definitions provided by these Terms or legislation.

Customer means any purchaser of Products from Major Woodworking.

Claim means any damage, injury, claim, demand, action, entitlement, cause of action, proceeding or judgment, however arising and whatsoever nature or kind, whether due to negligence of any person, under law or statute, or in equity, whether present or future, fixed or unascertained, and whether direct, indirect, actual or contingent.

Loss means any loss, cost, charge, liability, expense, damage or diminution of value of any kind or character, including interest on any amount payable to a third party as a result of the foregoing, any liability on account of taxation or other statutory impost and any legal or other expenses reasonably incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability.

Price means the price of the Products as provided in the applicable Quotation, or if none is so provided then the price advised by Major Woodworking.

PPSA means the Personal Property Securities Act 2009 (Cth), and a term defined by the PPSA has the same meaning when used in these Terms.

Products means any goods ordered or purchased by a Customer from Major Woodworking.

Proceeds has the same meaning given to that term under the PPSA. Security Interest has the same meaning given to that term under the PPSA.

Major Woodworking means Major Woodworking Equipment Pty Ltd A.C.N 071 918 422.

Terms means these Terms and Conditions of Sale (as amended by Major Woodworking from time to time), and any terms which are implied by law which cannot be excluded.