

Terms & Conditions For Supply of Goods

Key Terms

This Agreement is between the supplier (referred to as *we, our or us*) and the customer (referred to as *you or your*) and consists of these Key Terms and the General Conditions.

Payment terms

C.O.D or 14 days after invoice for account customers

Annual interest rate on late payments

11.5% P.A

Period for returning obviously defective goods

14 Days after invoice

Jurisdiction and governing law

Queensland Australia

General Conditions

1. Effect of this Agreement

The Agreement applies in relation to any goods we sell you even if it is not signed and it overrides any inconsistent terms or conditions in any purchase orders or other documents you use (unless we specifically sign a document agreeing otherwise).

2. Quotations

Prices and other details in any quotation, pro forma invoice or other document that we provide are only valid for 30 days or such other limited time period as stated in the document.

3. Orders

You acknowledge that once you place an order with us, we may order or manufacture goods especially for you and we may not permit you to vary or cancel the order unless you compensate us for the losses we incur or we otherwise consent.

4. Price and price increases

We will notify you of the price for the goods when you place your order. We may increase the price if there is an increase in our costs between the date of an order and the date the goods are ready for delivery. If this occurs, you may cancel the order but we will not be liable for any losses you incur in connection with the cancellation.

5. GST

Unless otherwise stated, the prices for the goods are exclusive of Goods and Services Tax (GST). You must pay GST at the same time and in the same manner as the consideration for the goods. We will give you a tax invoice showing the applicable GST.

6. Delivery

We will use reasonable endeavours to deliver the goods to the delivery point and on the date requested in your order. However, we will not be liable for any losses you suffer as a result of a delay or failure to deliver the goods.

7. Risk in the goods

Risk in the goods will pass to you when you take possession of them.

8. Return of obviously defective goods

You must inspect the goods on delivery and may return them as defective if they:

- are not of *acceptable quality* (as defined in the Australian Consumer Law); or
- do not conform to an agreed specification.

The *period for returning obviously defective goods* is set out in the Key Terms. If you fail to return the goods (or notify us of any shortfall in the quantity delivered) within this period, you must pay for them in full despite any shortfall or defects (other than non-obvious or latent defects that you could not be reasonably expected to have identified within the time period).

We will cover the charges for returning the goods if we accept that they are defective.

9. Payment terms

You must pay us for the goods on the *payment terms* in the Key Terms. However, if we consider (in our absolute discretion) that your creditworthiness is unsatisfactory or the amount would exceed our credit limit, we may require you to pay for the goods on or before delivery.

10. Interest on late payments

If you fail to pay us strictly within the *payment terms* then you must pay the *annual interest rate on late payments* in the Key Terms. The interest will be calculated daily on the amount outstanding.

11. Title and our security interest

Although you will assume the risk in the goods when you take possession, until you pay for them:

- we will retain ownership and title;
- you hold them on our behalf as fiduciary bailee; and
- if we request, you must return them or permit us to retake possession of them and we will not be any liable for any loss you suffer as a result.

However, you may dispose of the goods in the ordinary course of business on the basis that you will be taken to hold the proceeds of sale or trade on trust for us until you pay for them.

12. Personal Property Securities Act (PPSA)

You acknowledge that under the Personal Property Securities Act 2009 Cth (*PPSA*):

- this Agreement constitutes a security agreement;
- you grant us a purchase money security interest in the goods and any proceeds; and
- we may register a financing statement on the Personal Property Securities Register (*PPSR*),

You agree to provide information and do anything we reasonably require for us to register, maintain and enforce our security interest.

13. Provision of information under PPSA not required

You waive the requirement to provide information under various provisions of the PPSA. In particular, you agree that as provided for in:

- section 157 – we are not required to give you a verification statement;
- section 144 – we are not required to give you notices under section 95, 118, 121, 130, 132 and 135; and

- section 275 – we are not required to provide interested persons with information relating to our security interest and neither are you.

14. Terms defined in the PPSA

Terms defined in the PPSA (including *purchase money security interest, verification statement, proceeds* and various other terms) have the same meaning when used in this Agreement.

15. Enforcement expenses

You must pay any reasonable expenses (including legal fees) we incur to enforce our rights under this Agreement.

16. Goods supplied on a wholesale basis

If you are purchasing the goods on a wholesale basis to on-sell or re-supply to your customers and that as such you may not be entitled to all of the consumer guarantees under the Australian Consumer Law.

17. Our warranties

We warrant that the goods we deliver will:

- match the description in the invoice and any agreed specification;
- be free of third party claims or undisclosed securities; and
- be of *acceptable quality* as defined in the Australian Consumer Law.

18. Limitation of liability

We limit our liability in relation to the sale of goods to you as follows:

- apart from the warranties in this Agreement or any express guarantees, we exclude all warranties and guarantees (whether written or oral);
- our liability for any claims (whether for negligence, breach of contract or statute) is limited at our option to either:
 - (i) replacing the goods or supplying equivalent goods; or
 - (ii) repairing of the goods; or
 - (iii) paying you the cost of having the goods replaced or repaired; and
- we are not liable for any indirect, incidental, special and/or consequential losses, liability, costs or damages; any loss of business opportunity, production, profits or savings; or any reasonably foreseeable losses.

However, this limitation of liability does not apply if it would restrict, modify or exclude your rights in a way that is not permitted under the Australian Consumer Law or other applicable laws.

19. Variations

We may vary this Agreement by giving you written notice at any time. The variation will only affect future orders.

20. Jurisdiction and governing law

The *jurisdiction and governing law* in the Key Terms apply to this Agreement. The courts of the jurisdiction are entitled, non-exclusively, to resolve disputes about this Agreement.

Terms & Conditions For Website

Please take the time to read these terms and conditions. By using Our Website and the Services and information offered on Our Website, you are agreeing to these terms and conditions.

If you purchase products through our Website, there will be additional terms and conditions relating to the purchase. Please make sure you agree with these terms and conditions, which you will be directed to read prior to making your purchase.

Definitions

Services means supply of cut to size or hardware

the Website means the website 'Flatpax Cut To Size'

We / Us etc means B J Walsh Designs Pty Ltd trading as 'Flatpax Cut To Size' and any subsidiaries, affiliates, employees, officers, agents or assigns.

Accuracy of content

We have taken proper care and precautions to ensure that the information we provide on this Website is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Website or on any linked site.

The information contained on this Website should not take the place of professional advice.

Use

The Website is made available for your use on your acceptance and compliance with these terms and conditions. By using this Website, you are agreeing to these terms and conditions.

You agree that you will use this website in accordance with all applicable local, state, national and international laws, rules and regulations.

You agree that you will not use, nor will you allow or authorise any third party to use, the Website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or obscene way or in any other inappropriate way or in a way which conflicts with the Website or the Services.

If you contribute to our forum (if any) or make any public comments on this Website which are, in our opinion, unlawful, defamatory, harassing, abusive, fraudulent or obscene or in any other way inappropriate or which conflict with the Website or the

Services offered, then we may at our discretion, refuse to publish such comments and/or remove them from the Website.

We reserve the right to refuse or terminate service to anyone at any time without notice or reason.

Passwords and logins

You are responsible for maintaining the confidentiality of your passwords and login details and for all activities carried out under your password and login.

Indemnification for loss or damage

You agree to indemnify Us and hold Us harmless from and against any and all liabilities or expenses arising from or in any way related to your use of this Website or the Services or information offered on this Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitors fees of every kind and nature incurred by you or any third parties through you.

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Limitation of Liability

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Confidentiality

All personal information you give us will be dealt with in a confidential manner in accordance with our Privacy Policy. However, due to circumstances outside of our control, we cannot guarantee that all aspects of your use of this Website will be confidential due to the potential ability of third parties to intercept and access such information.

Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Queensland Australia. Any disputes concerning this website are to be resolved by the courts having jurisdiction in Queensland.

We retain the right to bring proceedings against you for breach of these Terms and Conditions, in your country of residence or any other appropriate country or jurisdiction.