

Commercial Credit Terms of Trade

Greentree Ngaliya Civil & Fencing

ABN: 22 880 359 230

Agreed Trading Terms: 30 Days from Date of Invoice

A reference to “the Supplier” means Greentree Ngaliya Civil & Fencing ABN 22 880 359 230

Please read the undermentioned terms carefully. If you do not understand these terms of trade, you should seek legal advice.

1. The agreed trading terms are 30 days from the date of the invoice.
2. The Customer hereby agrees & acknowledges that at the absolute discretion of the Supplier, an account keeping fee of 3% per month will be levied on any or all amounts in default of the agreed trading terms.
3. The Customer further agrees to indemnify the Supplier for any legal costs incurred by the Supplier (including but not limited to charges & commission Charged by mercantile agents) in respect of this application, agreements, personal guarantees, securities given or other documentation required whilst credits being offered in consequence of this application, and the Customer further agrees to indemnify the Supplier for any dishonoured cheque fees incurred and in the event that the Customer’s account is in default of the agreed trading terms to indemnify the Supplier against its collection fees & legal costs.
4. The Supplier may withdraw credit facilities to the Customer at any time without notice. Without limiting the Supplier’s rights to withdraw credit, the supplier reserves the right to stop supply & place the account on hold until the Customer’s accounts returned to the agreed trading terms and the Supplier agrees to recommence supply.
5. These Terms of Trade apply to all transactions from which the Customer is supplied goods & or services on credit. If any future contract between the Supplier & the Customer is inconsistent with these Terms of Trade, then these Terms of Trade will apply unless the subsequent contract refers to and specifically alters these Terms of Trade in writing.
6. Should there be any variation to any of the information supplied by the Customer in this application or in the structure of the Customer’s business (such as a conversion to or from a company or trust or the appointment of new directors), the Supplier shall be notified in writing. Until a new application form is signed and approved in writing by the Supplier, then the original application and those person(s) who signed as guarantor(s) shall remain liable to the Supplier as though all goods and services were supplied to the original Customer.
7. The Supplier reserves the right to amend these trading terms provided such amendments are conveyed to the Customer in writing. The Customer further acknowledges that such writing will be by ordinary mail to the address set out in this Commercial Credit Application, unless the Customer advises in writing to the Supplier a new address, and this new address is acknowledged by return in writing by the Supplier.
8. Supplier shall be entitled at any time to assign its rights under this Commercial Credit Application to its successors, nominated transferees or assigns, (including but not limited to, where applicable

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personal guarantees), and that these Terms of Trade shall not be in any way affected or discharged pursuant to such assignment.

- Caveatable Interest Clause:** In the event or Default of the agreed trading terms by the Customer, then the Customer by its Director(s)/Proprietor(s)/Partner(s)/Individual(s) nominated on Page 1 of the Commercial Credit Application hereby Charge all their Right, Title or Interest (if any) to any or all property(ies) now owned/partly owned, or may in the future become owned/partly owned, solely or jointly by the said Customer/Director(s)/Proprietor(s)/Partner(s)/ Individual(s) on Page 1
9. of the Commercial Credit Application in favour or the Supplier to better secure the monies outstanding, with the due and punctual observance and performance of all of the obligations of the Customer hereunder. Such Customer acknowledges that the Supplier may at its discretion, register a caveat on such property in respect of the interest conferred on it under this clause. In the event that the Supplier is required to exercise its right under this clause against the Customer, then the Customer grants to the Supplier the right to appoint a Receiver and sell the property(ies).

- Retention of Title:** Until ALL INVOICES are paid in full, and ALL MONIES received and cleared ownership of the goods remain with the Supplier, but the risk passes to the Customer on delivery. Delivery shall occur if the Supplier or its Agent delivers on delivery and or if the Customer or its Agent(s) takes delivery, at that point of delivery and until the Supplier is paid in full, the relationship of the Customer to the Supplier shall be fiduciary in respect of the goods and the Customer shall hold the goods as bailee only for the Supplier. The Customer shall store the goods separately from its own until ownership has manifested in the Customer. Should the goods be on sold to a third party before payment or in the event of the Appointment of an Administrator, Controller, Managing Controller Receiver or Receiver Manager, or entry into a Informal/Formal Deed of Arrangement under the Bankruptcy Act of 1966 by the Customer, then the Customer hereby
10. assigns to the Supplier its right of recovery of payment from the third party. The money(ies) resulting from the sale of the goods are to be specifically earmarked and placed in a separate account on trust for the Supplier until payment in full is made to the Supplier for the cost of the goods only to guarantee clear passage of ownership to the third-party innocent purchaser. In the event the Customer is in default of the agreed trading terms, then the Customer without reservation grants right of entry waiver to any or all properties under the Customers control, where the goods are reasonably expected to be stored. The Customer indemnifies and save harmless the Supplier, its servants, or agents in relation to loss or damage as a result of their taking of possession of the said goods. Further in the event the Supplier exercises its right of retaking possession of the said goods, the Customer grants power of sale to the Supplier to resell the said goods and the Customer acknowledges that any shortfall owing after the said goods are resold will be the responsibility of the Customer.

- Statements:** Statements as to suitability, quality, fitness for purpose of any or all product(s) of the Supplier shall not be regarded as forming part of this Agreement, resulting from acceptance of any order(s) unless specifically stated in writing by the Supplier. The Customer warrants that
11. prior to the constitution of this Agreement the Customer was satisfied by means other than information given by or received from the Supplier, as to the quality and fitness of the product(s) ordered.

- Charges Our Rates:** Supervision/Engineering/Management is required to be charged at our labour day rates. Machinery & equipment rates are as per our rates current at the date of its provision to the Customer.
- 12.

- Rock Drilling:** Any job that requires hand digging or rock drilling due to rock is considered a variation and will be charged as such as per the standard rates unless otherwise stated or quoted for in the original quote.
- 13.

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14. **Survey & Service(s) Location:** All survey and service location are the express responsibility of the Customer unless otherwise stated or quoted for in the original quote.

15. **Delivery:** Deliveries shall be made during normal working hours. Deliveries required outside normal working hours will be delivered upon the request of the Customer and all charges will be the sole responsibility of the Customer. In the event the Customer or the Customer's Agent is not on site to accept the delivery, then the driver's signature denoting the time, date & place of delivery, shall be deemed to be acceptance of the said delivery in the quantities order, whether by the Supplier or the Supplier's Agent. The date of delivery set forth the order form is made in good faith, but the performance of the Supplier's engagement is subject to industrial disturbances, delay in transit, damage to goods in transit, shortage of goods and any other cause beyond the reasonable control of the Supplier. The Supplier shall be excused from any failure to deliver or complete which is contributed to by any such cause and the time specified for completion of delivery shall be extended commensurately. Delay in delivery or completion shall not constitute a breach of contract. nor shall it affect any other provisions of the contract to the Supplier's disadvantage.

16. **Service of Documents:** The Customer acknowledges that service of all documents will be prepaid postal addressed envelope to the address nominated on this Commercial Credit Application form unless a new address is provided by the Customer and such new address is acknowledged by return in writing from the Supplier. Note the Customer expressly acknowledges that service is deemed to be affected after the expiration of 2 working days from the date of posting of the documents.

17. **Services:** Any job that requires Vacuum Excavation or hand digging due to services is considered a variation and will be charged as such as per the standard rates unless otherwise stated or quoted for in the original quote.

18. **Telephone Orders:** All telephone orders are to be immediately confirmed in writing by the Customer. In the event the confirmation varies from that recorded and processed by the Supplier, then the Supplier's records shall prevail.

19. **Access and Egress:** It is the Customer's responsibility to provide adequate access and egress from the work site for all machinery, equipment, personnel and materials. Failure to provide adequate access will incur a variation for time lost. An example would be having to wheelbarrow concrete to holes if our truck cannot pour directly into them. The Customer is also to provide suitable access and directions to the site. The Customer further indemnifies and saves harmless the Supplier its servants or agents against any loss or damage in the event the Supplier fails to provide suitable access or directions to site for delivery, and or whilst on site working may result in delays and additional time travelling costs to the Customer.

20. **Quotes:** All Quotes are a pre-genuine estimate of the costs to complete the works, but may be subject to variation. Such variation to be agreed in writing. No variation will be accepted without a Purchase Order Number confirming the variation in writing. All quotes are good for 30 days and the pricing is current at the time of the Quote. Costs and charges for freight and handling at the point of delivery to the Customer or the Customer's agent are payable by the Customer unless otherwise stated on the quote/order form. NOTE: Pricing may vary from time to time subject to exchange rate variations and or material increases outside the control of the Supplier.

21. **Payment:** The Customer expressly acknowledges that at the absolute discretion of the Supplier, the customer may be required to execute an authority to the Customer's Bank authorising a direct

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debit from the Customer's Bank account to the Supplier for all sums due on a monthly basis. The authority will be irrevocable without the express written consent of the Supplier.

22. **Financial Information:** The Customer agrees to provide financial information as is reasonable required by the Supplier from time to time, for the assessment of the current and future credit limits only. Such information shall be treated as strictly confidential and will not be disclosed to any third party(ies) without the express written permission of the Customer.

23. **Credit Claims:** It is the responsibility of the Customer to carefully inspect the goods immediately once they are delivered. Credit Claims will only be recognised if made in the first instance by phone within 48 HOURS of receipt and also in writing within 7 days of delivery. Claims outside this period will be at the absolute discretion of the Supplier and its decision final and binding on the Customer. All goods returned must be in original condition and packaging and complete in every detail. Goods will only be accepted if the freight is prepaid by the Customer.

24. **Return of, or Cancellation of Goods Ordered:** In the event the Customer elects to return goods or cancels goods on order, the Supplier at its absolute discretion reserves the right to charge a 20% handling fee on the amount involved. Further no return of goods will be accepted without prior approval of the Supplier in writing.

25. **Special Orders:** Special Orders, that is nonstock items, will be charged to the Customer's Account in full at time of placement of the order and will be debited to the Customer's account upon receipt of a written order for goods outside our normal stock lines, or for goods specifically modified to the Customer's requirements. NOTE: No return of or cancellation of the Special Order will be accepted once the order has commenced.

26. **PPSR:** The Customer expressly acknowledges that the Supplier is at liberty to register any securities granted by the Customer (the grantor) to the Supplier pursuant to the Personal Properties & Securities Act 2009.

27. **Warranties:** All goods sold carry only such warranty, if any as is furnished by the manufacturer thereof, or as implied by law. The Supplier warrants their product for commercial/industrial use only, that its materials are free from faulty workmanship for a period limited to twelve months from date of delivery. This warranty excludes those components supplied by other Suppliers, damaged caused by neglect or misuse of materials supplied, powder coating fading, paint fading, installation of materials less than 500 meters from any marine environment (saltwater, ocean, or lake), labour costs associated with installation or removal of defective products, corrosion caused by chemicals. The Supplier will not accept any goods returned for warranty work unless the freight is prepaid by the Customer. NOTE: No warranty work will be completed whilst ever the Customer's account is in default of the agreed trading terms.

28. **Damages:** The Supplier shall not be liable for any amount greater than the sale price of the product originally supplied. Without limiting the meaning of this clause, the Supplier shall not be liable for any claims, loss, expense whatsoever how so ever arising or in any event in any way whatsoever for any contingent, consequential direct/indirect special or punitive damages arising in relation thereto and the Customer acknowledges this express limit or liability and agrees to limit any claim accordingly. Further the Supplier shall not be responsible directly or indirectly for any consequential loss or maintenance, use or operation of the product by the Customer or to any third party or from any failure of the product whether defective or not.

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29. **GST:** The Supplier is required by law to pay Goods and Services Tax (GST) on any work the subject of any estimate/quote provided by the Supplier. GST will be charged unless an exemption form is provided in the approved prescribed manner, as authorised by the Australian Taxation Office.

30. **Environmental Requirements:** The Customer confirms and acknowledges it has made all inquiries in relation to all responsibilities conferred upon the Customer by all relevant legislation, relating to storage or and disposal of any or all products supplied by the Supplier.

31. **Insurance:** NO INSURANCE IS PROVIDED BY THE SUPPLIER. The Customer acknowledges that insurance of all goods are the responsibility of the Customer at point of delivery.

32. **Jurisdiction:** The Customer acknowledges that this contract shall be governed by the Laws of the State in which the works are conducted and the Customer here-by agrees to submit to the non-exclusive jurisdiction of the Courts in that State.

This information is for the Customer to retain.