

TERMS OF TRADE

Application of Terms

1. These Terms set out the contractual basis upon which we agree to supply you with Goods and Services and apply whenever Goods or Services are quoted for, sold, or supplied by us to you.
2. Any terms or conditions included in, attached to, or referenced in your Order, or any other document provided by you (including any purchase order terms subsequently given to us by you) deviating from, or inconsistent with, these Terms:
 - (a) are expressly rejected by us;
 - (b) do not vary or supplement these Terms; and
 - (c) do not form part of the Contract.
3. Each supply which we make following our acceptance of an Order will be regarded as a separate Contract, which is subject to these Terms.
4. Where we have granted you a credit facility, our Credit Facility Terms apply. In the event of any conflict or inconsistency between these Terms and our Credit Facility Terms, our Credit Facility Terms prevail to the extent of the conflict or inconsistency.

Quotations

5. Quotations made by us are estimates only and will not be construed as an offer or obligation to supply any Goods or perform any Services.
6. Unless stated otherwise, quotations made by us:
 - (a) are exclusive of GST;
 - (b) are exclusive of the costs of delivery; and
 - (c) will remain valid for a period of thirty (30) days from the date of quotation.
7. You acknowledge and agree that quotations made by us may include additional terms or conditions, which will supplement (and are intended to be read in conjunction with) these Terms.
8. We reserve the right to withdraw, vary, or extend the time for acceptance in respect of any quotation made by us at any time prior to the formation of a Contract in accordance with clause 11.

Formation of Contract

9. You may accept these Terms (and you will be deemed to accept these Terms) if you, following receipt of a copy of these Terms:
 - (a) confirm your acceptance of these Terms; or
 - (b) place an Order with us.
10. We reserve the right to not accept your Order, without having to provide reasons to you for doing so. For clarity, nothing in these Terms obliges us to supply you with any Goods or perform any Services at any time.
11. Any Order placed by you will be construed as an offer. A binding Contract will only come into existence, if:
 - (a) we communicate our acceptance of your Order, whether in writing or by electronic means; or
 - (b) we supply you with any Goods or perform any Services following receipt of your Order.
12. For clarity, a Contract is formed at the location of ours where your Order is placed.

Price and payment terms

13. Subject to clause 14, the Price payable for the Goods or Services will be in accordance with our then prevailing price list (as notified by us to you from time to time), as applicable as at the date of your Order.
14. Where we have issued you a quotation, the Price will be our quoted price (subject to clauses 6 and 24 to 27) which will be binding on us provided you accept our quotation in writing within the period it is valid for acceptance.
15. Unless we have granted you a credit facility, the terms of payment are strictly cash before delivery.
16. Payment may be made by cash, Electronic Funds Transfer (EFT), Visa, and MasterCard credit cards. We reserve the right to change the payment methods that we accept at any time.
17. You acknowledge that we will be at liberty to charge a payment surcharge for applicable transactions equal to our reasonable cost of acceptance.
18. We reserve the right to require payment of a non-refundable deposit. The amount of the deposit will be specified in our quotation or will be advised by us and will immediately become due and payable upon the formation of a Contract in accordance with clause 11, unless otherwise agreed in writing. For clarity:
 - (a) where we require payment of a deposit, we are under no obligation to supply any Goods or perform any Services until the deposit has been received by us in cleared funds; and
 - (b) the deposit will be refundable in circumstances where:
 - (i) you are entitled to a refund under the Australian Consumer Law; or
 - (ii) you terminate a Contract because of our breach.
19. If GST is imposed on a Taxable Supply made by us to you under any Contract of which these Terms form part, the price of the Taxable Supply will be equal to the GST-exclusive consideration that you must pay to us for the Taxable Supply under the Contract increased by an amount (the "GST Amount") equal to the amount of GST payable on that Taxable Supply. The GST Amount is, subject to us issuing a Tax Invoice to you, payable at the same time and in the same manner as the consideration to which it relates. If we become liable to pay any tax, duty, excise, or levy in connection with any Contract of which these Terms form part, you must pay us these additional amounts upon written demand.
20. You must check all Tax Invoices and advise us of any errors or omissions within seven (7) days of receipt. Failing advice from you that a Tax Invoice contains any errors or omissions, the Tax Invoice may be deemed accepted by us.
21. Any sums owed to us by you will be made free of any set-off or counterclaim whatsoever, and without deduction or withholding whatsoever.
22. We are entitled to deduct or set off against any monies owing to you by us on any account whatsoever.

Default

23. If you default in the payment of any money due to us pursuant to any Contract of which these Terms form part by the date specified in our Tax Invoice (including any deposit required by us under clause 18), we are entitled to, without prejudice to any other rights which may be conferred upon us by law or equity, do any or all of the following:
 - (a) revise your pricing tier and reissue invoice/s at a higher pricing tier;
 - (b) charge you interest on the outstanding amount at the rate of 10% per annum, which interest will accrue and will be recoverable for each day (or part thereof), that the money remains outstanding until payment is received by us in full;

- (c) suspend or cease the supply of any further Goods or Services to you;
- (d) in writing, appoint any person or persons (whether an Authorised Officer of the Supplier or not) to be a Receiver of all or any of the Company's property or the income or profits of the Company's property, or both on such terms as considered necessary or expedient by the Supplier and may at any time or from time to time by notice in writing remove any such Receiver and appoint another or others in the Receiver's place. If more than one Receiver is appointed pursuant to this clause, any such Receiver may act jointly or severally.

Variations

- 24. If you request or direct that any Goods or Services be supplied that are not strictly in accordance with our quotation or your Order, then such Goods or Services will constitute a variation.
- 25. A notice of variation must be submitted by you in writing and is only effective if accepted by us in writing.
- 26. You understand and agree that:
 - (a) all variations must be agreed in writing prior to the Goods or Services that are the subject of the variation being supplied; and
 - (b) all variations will be, in our discretion, invoiced at the rates specified in our quotation, as specifically quoted, or in accordance with our then prevailing price list.
- 27. Notwithstanding clauses 24 to 26, and subject to any rights you might have under the Competition and Consumer Act 2010 (Cth) or any other legislation, we reserve the right to vary the quoted Price, if:
 - (a) the Goods or Services specified in your Order are varied from the Goods or Services specified in our quotation (or are otherwise varied following the formation of a Contract); or
 - (b) otherwise as provided for in these Terms.

Order cancellations

- 28. You may not cancel an Order (or any part of an Order) once a Contract has been formed, delivery of the Goods cannot be deferred, and Goods ordered cannot be returned, except with our prior written consent, and then only upon terms that you reimburse and indemnify us against all losses we have incurred or may incur as a result of the cancellation, deferral, or return, including third-party supplier restocking fees, cartage, bank charges, other incidental expenses incurred on any part of your Order, and loss of profits.

Delivery

- 29. Unless our quotation states otherwise, you will be liable for all costs associated with packaging and delivery, including cartage/freight, handling, and other charges. Where you have engaged a carrier to deliver the Goods, you will be also be responsible for the cost of insuring the Goods.
- 30. You must make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 31. You acknowledge and accept that any period or date for delivery stated by us is intended as an estimate only and is not a contractual commitment. We will not in any circumstances be liable for any loss or damage suffered by you or any third party for failure to meet any estimated delivery date.
- 32. Delivery will be made within Normal Working Hours on Business Days, unless otherwise agreed in writing.
- 33. Delivery is deemed to occur at the time:
 - (a) you, or any third party on your behalf, collects the Goods from us;
 - (b) the Goods are delivered to the delivery location specified in your Order (or to such other location as otherwise agreed in writing);
 - (c) your nominated carrier takes possession of the Goods, in which event the carrier will be deemed to be your agent.
- 34. If requested by us, you or your duly authorised representative must sign our delivery docket as confirmation that the Goods ordered by you have been received by you in apparent good order and condition.
- 35. It is your responsibility to ensure suitable and clear access to the delivery site. If the site is deemed unsuitable (at the delivery driver's sole discretion), then the delivery driver may:
 - (a) refuse to deliver the Goods and return the Goods to our premises (in which case an additional delivery fee will apply to any subsequent delivery attempt); or
 - (b) deliver the Goods to the location nearest to the site where delivery can be safely effected.
- 36. Where you (or your representative) request for Goods to be placed at a specific location, we agree to take reasonable steps to ensure that the Goods are placed at that location. Placement of Goods at any elevated height is at the discretion of our delivery driver.
- 37. You understand and agree that Goods may only be lifted if:
 - (a) no obstructions exist in the path of the crane (e.g. power lines, trees, scaffolds etc.);
 - (b) our delivery driver has a clear field of vision in all directions to allow safe travel, slew and lift; and
 - (c) you (or your representative) assist the delivery driver with the hoisted load.
- 38. Notwithstanding clause 37, you understand and agree that:
 - (a) you are liable for and indemnify us in respect of any fines we or our delivery driver incur as a result of lifting any Goods at your request; and
 - (b) our delivery driver will have the final determination as to where Goods are to be placed.
- 39. If delivery of the Goods is deferred:
 - (a) at your request; or
 - (b) due to you being unable to accept delivery of the Goods (for whatever reason), when:
 - (c) (where no date for delivery has been specified by you) we are ready to deliver the Goods;
 - (d) (where a delivery date has been specified by you) the Goods are due to be delivered, then we will be entitled to charge you, and you must pay to us:
 - (e) reasonable storage charges (which will accrue daily until such time as the Goods are delivered); and
 - (f) a charge to re-deliver the Goods (where delivery has previously been attempted).
- 40. You acknowledge and accept that:
 - (a) we may deliver Goods by instalments and reserve the right to require payment for each separate instalment in accordance with these Terms; and
 - (b) you are not relieved from any obligation arising under these Terms, or any Contract of which these Terms form part, by reason of any delay in delivery, and delay in delivery will not entitle you to rescind the Contract.

Risk

- 41. Risk of loss or damage to the Goods passes to you upon delivery to you or to your agent or to a carrier commissioned by you in accordance with clause 33.
- 42. You must insure the Goods for their full replacement value on or before delivery against all losses which may be sustained as a result of the loss, damage, or destruction of the Goods (or any part thereof) by accident, theft, fire, explosion, flood, negligence, and such other insurable causes as may be available and must include us as co-insured.

43. If you request that Goods are to be delivered either to an unattended location, left outside your premises, or left outside our premises for collection, you acknowledge that we may deliver the Goods as requested at your sole risk.

Retention of title

44. Until such time as you have made payment in full for the Goods and until such time as you have made payment in full of all other money owing by you to us (whether in respect of money payable under a specific Contract or on any other account whatsoever) title in the Goods does not pass to you, and you agree that property and Page 9 of 10 title in the Goods will not pass to you, and we retain the legal and equitable title in those Goods supplied and not yet sold.

Claims and returns

45. You must, within seven (7) days of the date of delivery:
- (a) give us written notice, with particulars, of any claim that the Goods delivered are not in accordance with your Order (including any claim for shortfall, incorrect supply, or damage to the Goods); and
 - (b) provide us with photographic evidence (to our satisfaction) of any alleged damage to / or incorrect supply of the Goods.
46. If you fail to provide us with notice under clause 45, then to the extent permitted by law, the Goods must be treated as having been accepted by you and you must pay for the Goods in accordance with the Contract.
47. Unless otherwise agreed in writing, you must pay all costs associated with the return of any Goods (either to us or from us to you or any third party) including freight, insurance, handling, and other charges.
48. Goods cannot be returned to us without our prior written consent. To the extent permitted by law, Goods that have been specifically produced or procured at your request cannot be returned in any circumstances.
49. Any return (except for Goods deemed by us to be incorrectly supplied or deemed by us to be defective) will incur a handling and administration charge of 20% of the purchase Price of the returned Goods and/or be subject to return fee as applicable, unless otherwise agreed in writing.
50. Goods to be returned to us must be unsoiled, undamaged, packed and wrapped appropriately, and must include all original packaging and documentation.
51. We accept no liability for any damage that occurs to any Goods in return transit.

Descriptions of Goods

52. It is a condition of sale that any description or specification given by us or contained in our printed literature or on our website is for general indicative purposes only and does not render us responsible in any way, except to the extent that the Goods will comply with the standards set out in such description or specification and that such description or specification will not be taken as implying or giving any undertaking as to fitness for any particular purpose.
53. If any Goods are required for a particular purpose, you must clearly specify that purpose in writing in your Order and must obtain written assurance from us that the Goods when supplied will meet that requirement. If you do not specify the particular purpose and we do not expressly undertake in writing that the Goods will be fit for the specified purpose, then you agree that you did not rely on our skill or judgment in relation to the suitability of the Goods for a particular purpose.

Terms applicable to transport Services

54. Clauses 54 to 72 apply to all Contracts for the provision of transport Services.

No liability as common carrier

55. We are not a common carrier and will accept no liability as such. We accept Consigned Goods for carriage only in accordance with these Terms of Trade.
56. We, in our sole discretion, reserve the right to refuse to handle, store, or transport any Consigned Goods (or any class of Consigned Goods) without having to provide reasons to you for doing so.

Charges

57. Every special instruction to the effect that charges will be paid by you will be deemed to include a stipulation that if you do not pay the said charges within seven (7) days of delivery or attempted delivery of the Consigned Goods, then you must pay the said charges including any additional charge for each call made in an attempt to effect delivery.

Customer warranties and obligations

58. You warrant and represent that:
- (a) you have complied with all laws and regulations in relation to the nature, conditioning, packaging, and carriage of the Consigned Goods, including the ADG Code;
 - (b) the Consigned Goods are fully, adequately, and accurately described in writing, whether on a consignment note or otherwise, and fully, adequately and accurately detail the nature and value of the Consigned Goods, as well as the requirements of any relevant Government Authority and any other relevant information we may require (including the weight and measurements of the Consigned Goods);
 - (c) subject to clauses 59 and 60, the Consigned Goods are not Dangerous Goods;
 - (d) you are the owner of the Consigned Goods, or are the duly authorised agent of the person who owns, or has an interest in, the Consigned Goods and are authorised to provide the Consigned Goods to us; and
 - (e) you have in place, and will maintain, an insurance policy to cover any and all loss of or damage to the Consigned Goods (however so caused) while the Consigned Goods are at your risk.

Dangerous Goods

59. You acknowledge and agree that you must not tender for transport any Dangerous Goods, unless we have agreed to accept such Dangerous Goods.
60. If, in our sole discretion, we agree to accept for transport any Dangerous Goods:
- (a) such Dangerous Goods must be accompanied by an accurate written declaration that details the nature and value of the Dangerous Goods (as well as the requirements of any relevant Government Authority); and
 - (b) you warrant and represent that you have complied with all laws and regulations in relation to the nature, conditioning, packaging, and carriage of the Dangerous Goods, including the ADG Code.
61. If, in our opinion (or that of our personnel), the Dangerous Goods accepted for transport are liable to become dangerous, inflammable, explosive, volatile, offensive, or damaging in nature (whether to persons or property), we may, at any time and at your cost, destroy, dispose of, abandon, or render harmless the Dangerous Goods, without any liability to you or the Recipient whatsoever.

Route and deviation

62. In provision of the Services, you acknowledge and agree that we have the right to use, or may use, any method or methods to handle, carry or store, or cause to be handled, carried or stored, the Consigned Goods, or to carry or cause to be carried, the Consigned Goods, in our absolute discretion, and you are deemed to have authorised such method or methods, unless it is expressly agreed that we are to use a particular method for handling, transporting, or storing the Consigned Goods.
63. You authorise any deviation from the usual route of carriage that may, in our sole discretion, be considered preferable or necessary.

Delivery

64. Delivery will be made within normal business operating hours between Monday to Friday, 6.00am to 4.00pm and only on Saturdays by prior arrangement, unless otherwise agreed to in writing.
65. We will deliver the Consigned Goods to your nominated address and it is expressly agreed that we reserve the right to arrange transport of the Consigned Goods by any means in its sole discretion.
66. Subject to clause 67, delivery is deemed to occur if, at your nominated address, we obtain from the Recipient (or any person on behalf of the Recipient) an acknowledgement of delivery.
67. If your nominated address for delivery is unattended or the Recipient fails or refuses to take delivery of the Consigned Goods (for whatever reason), we, in our sole discretion, may:
- (a) deposit the Consigned Goods at the Recipient's address;
 - (b) store the Consigned Goods;
 - (c) return the Consigned Goods to you; and it is expressly agreed that our actions under clause 67(a) to 67 (c) will constitute delivery; or
 - (d) arrange for disposal of goods.
68. We are entitled to charge you, and you must pay to us:
- (a) a reasonable fee for storage and redelivery charges in the event the Recipient does not, or is unable to, accept delivery of the Consigned Goods; and
 - (b) any costs and expenses which we incur as a result of any delay in the delivery of the Consigned Goods caused by you, your personnel, or the Recipient
 - (c) cost to dispose of goods.
69. We do not undertake to collect or despatch the Consigned Goods at any particular time, unless otherwise specified in writing. You acknowledge and agree that any estimated delivery time provided by us is an estimate only and is not a contractual commitment. We will not in any circumstances be liable for any loss or damage suffered by you or any third party for failure to meet any estimated delivery time.
70. We may, in our sole discretion, detain or stop the carriage of any Consigned Goods in transit and may require you to retake possession of the Consigned Goods at any time.
71. You agree that we may deliver the Consigned Goods by instalments and require payment for each separate instalment in accordance with these Terms of Trade.
72. You acknowledge and agree that you are not relieved from any obligation arising under these Terms of Trade by reason of any incorrect delivery, delay in delivery, or non-delivery of the Consigned Goods.

Intellectual property

73. All right, title and interest in the Intellectual Property Rights in and to all Works, and all Goods sold or supplied by us are, and will at all times, remain our property.
74. All improvements, derivatives and modifications to the Intellectual Property Rights contemplated by clause 73 (the "Improvements") vest in us immediately on creation. To the extent necessary to give effect to this clause 74, you assign to us all right, title, and interest in the Improvements.
75. You acknowledge and agree that you have no rights to use our Intellectual Property Rights under these Terms, except as expressly set out herein, unless otherwise agreed in writing.

Indemnity

76. You are liable for and indemnify us in respect of all liability, claims, damage, loss, costs, and expenses (including collection costs, debt recovery fees, and legal costs on an indemnity basis) that we may suffer or incur at any time, directly or indirectly, as a result of any default by you in the performance or observance of your obligations under any Contract of which these Terms form part.
77. Your liability to indemnify us will be reduced proportionally only to the extent that:
- (a) any negligent act or omission by us or a breach of our obligations under any Contract of which these Terms form part has contributed to the liability, claim, damage, loss, cost, or expense which is the subject of the indemnity; or
 - (b) these Terms make us specifically liable for any cost or expense or rectifying or repairing any defect in or damage to the Goods.
78. Your liability to indemnify us is a continuing obligation separate and independent from your other obligations and survives the performance or termination of any Contract of which these Terms form part.
79. It is not necessary for us to incur any expense or make any payment before enforcing our rights of indemnity conferred by these Terms.

Nature of relationship

80. For the removal of doubt, nothing in these Terms, or any Contract of which these Terms form part, is to be construed as giving rise to a relationship of agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's-length contract.

Limitation of liability

81. We will not be liable for any loss or damage, however caused (including by our negligence), suffered or incurred by you in connection with any incorrect information contained in an Order or otherwise provided by or on behalf of you to us from time to time.
82. Subject to clauses 81, 83, 84, and 86, our liability for any loss or damage, however caused (including by our negligence), suffered or incurred by you in connection with any Contract of which these Terms form part is limited to the sum paid to us by you in respect of that Contract prior to the date you first suffered loss or damage in connection with that Contract.
83. The limitation contemplated in clause 82 is an aggregate limit for all claims, whenever made.
84. Subject to clause 86, we are not liable for any Excluded Loss, however caused (including by our negligence), suffered or incurred by you in connection with any Contract of which these Terms form part.
85. For clarity, and without limiting clauses 81 to 84, the Parties agree that clauses 81 to 84 are to apply in connection with a breach of a Contract, anticipated breach of a Contract, and other conduct regardless of the seriousness or nature of that breach, anticipated breach, or other conduct.

86. If the Competition and Consumer Act 2010 (Cth) or any other legislation provides that there is a guarantee in respect of any Goods or Services supplied in connection with any Contract of which these Terms form part and our liability for failing to comply with that guarantee cannot be excluded but may be limited, clauses 81 to 84 do not apply to that liability and instead our liability for such failure is limited to, in the case of a supply of Goods, us replacing the Goods or supplying equivalent Goods, or in the case of a supply of Services, us supplying the Services again or paying the cost of having the Services supplied again.

Termination of Contract

87. We may, with immediate effect, terminate any Contract of which these Terms form part by written notice to you, if:
- (a) you fail to make payment of a deposit required by us or any amount owed to us as and when due;
 - (b) you commit a material or persistent breach of these Terms and do not remedy the breach within seven (7) days of receipt of a notice identifying the breach and requiring its remedy; or
 - (c) we are no longer able to, for whatever reason, supply the Goods or perform the Services (or any part of the Goods or Services).
88. For clarity, termination of any Contract of which these Terms form part will not affect the rights which have already accrued to a Party at the time of termination, whether under that Contract or otherwise.

Costs

89. You will pay our costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against you, including collection costs, debt recovery fees, bank dishonour fees, and legal costs on a full indemnity basis.

Force majeure

90. We are not liable to you for any delay or failure to perform any obligation under any Contract of which these Terms form part if such delay or failure to perform is due to a Force Majeure Event.

Variation of Terms

91. No variation of these Terms, or any Contract of which these Terms form part, requested by you will be effective, unless varied in writing and agreed between the Parties. Clerical errors (such as spelling mistakes, grammatical errors, or numerical errors) may be subject to correction by us without notification.
92. We may amend these Terms by notifying you in writing. The amended Terms will apply to any Order placed by you following us notifying you of the amendments.

Assignment

93. Neither Party may assign, transfer, or novate its rights or obligations under any Contract of which these Terms form part without the prior written and fully informed consent of the other (which consent must not be unreasonably withheld).

Waiver

94. A waiver of any provision or breach of these Terms, or any Contract of which these Terms form part, will only be effective if made by the affected Party in writing. If a Party elects not to enforce its rights arising as a result of a breach of a Contract, that will not constitute a waiver of any rights in relation to any subsequent or other breach.

Severance

95. If any provision of these Terms, or any Contract of which these Terms form part, is illegal, invalid, or unenforceable, it will be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from the Contract. Other provisions which are self-sustaining are, and will continue to be, enforceable in accordance with their terms.

Entire agreement

96. Subject to clause 4, the Contract constitutes the entire agreement and understanding between the Parties. All previous negotiations, understandings, representations, warranties, memoranda, or commitments about the subject matter of the Contract are merged in the Contract and are of no further effect. No oral explanation or information provided by a Party to another Party affects the meaning or interpretation of the Contract, or constitutes any collateral agreement, warranty, or understanding.

Governing law

97. These Terms, and any Contract of which these Terms form part, will be governed by and construed in accordance with the laws of Queensland, and the laws of the Commonwealth of Australia in force in Queensland.
98. The Parties submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.

Definitions

99. Unless the contrary intention appears, in these Terms:

“ADG Code” means The Australian Code for the Transport of Dangerous Goods by Road & Rail.

“Australian Consumer Law” means the Australian Consumer Law as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

“Business Day” means a day that is not a Saturday, Sunday, or public holiday in Brisbane, Australia.

“Consigned Goods” means any and all plant, machinery, equipment, goods, articles, items, materials, and/or cargo (together with any packaging, containers, and/or pallets) accepted for transportation from one location to another location.

“Contract” means a contract for the supply of Goods or Services, as constituted by our quotation (if any), your Order, and these Terms. “Credit Facility Terms” means our credit facility terms, as set out in the credit agreement executed by you (where applicable).

“Customer,” “you,” “your” means the corporation, partnership, person, or other entity acquiring Goods or Services from us.

“Excluded Loss” means any:

- (a) consequential loss;
- (b) loss of revenues;
- (c) loss of reputation;
- (d) loss of goodwill;
- (e) loss of profits;
- (f) loss of bargain;
- (g) indirect loss;
- (h) special loss;
- (i) lost opportunities, including opportunities to enter into arrangements with third parties;
- (j) loss or damage in connection with claims against you by third parties; or
- (k) loss or corruption of data.

“Force Majeure Event” means any act of God, acts, decrees, or regulations of Government Authorities, casualty, fire, explosion, storm, flood, frost or snow, earthquake, embargo, industrial action, strike, lockout, civil commotion, riot, insurrection, war, epidemic or pandemic, damage to or destruction of facilities, equipment or mechanical breakdown, failure of a third-party supplier or service provider, or any other cause beyond our reasonable control.

“Goods” means all goods supplied by us to you (and where the context so permits includes any performance of Services) and as are described on our Tax Invoices, quotation, or any other forms as provided by us to you.

“Government Authority” means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental, or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

“GST” has the meaning given to it by the GST Act.

“GST Act” means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

“Intellectual Property Rights” means all industrial and intellectual property rights throughout the world, whether present or future, and whether protectable by statute, at common law or in equity, including rights in relation to copyright, trade secrets, know how, trade marks (whether registered or unregistered or whether in word or logo/device form), designs, patents and patentable inventions, including the right to apply for registration of any such rights.

“Normal Working Hours” means 06:00am to 4:00pm.

“Order” means a written or oral order placed by you offering to acquire Goods or Services from us.

“Parties” means the Supplier and the Customer, and “Party” means either one of them.

“Price” means the price payable for the Goods or the Services, as notified by us to you from time to time.

“Recipient” means the person to whom the Consigned Goods are to be delivered.

“Services” means all services performed by us (and where the context so permits includes any supply of Goods).

“Supplier,” “we,” “us,” “our” means Reocrete Pty Ltd ACN 611 467 899, Reoreinforcement Pty Ltd ACN 667 088 235, Reoscapes Pty Ltd ACN 667 091 287, and Reoforce Pty Ltd ACN 669 512 725 (as the context requires).

“Tax Invoice” and “Taxable Supply” have the same meaning as in the GST Act.

“Terms” means these terms of trade.

“Works” means all literary, artistic, and other works, including all physical works, production materials and subject matter created solely or jointly with others, by us in the course of or in relation to any Contract in which Intellectual Property Rights may subsist and all drafts, variations, alterations, and adaptations of such works or subject matter (whether currently existing or created in the future).

Interpretation

100. If there is any conflict or inconsistency between any of the documents which comprise a Contract, it is expressly agreed the order of precedence will be (in descending order of precedence):
 - (a) any additional terms or conditions contained in our quotation (where applicable);
 - (b) our Credit Facility Terms (where applicable);
 - (c) these Terms; and
 - (d) any other documents issued by us.
101. Unless the contrary intention appears, a reference to:
 - (a) these Terms or another document includes any variation or replacement of them notwithstanding any change in the identity of the Parties;
 - (b) a reference to a clause is a reference to a clause contained in these Terms;
 - (c) the singular includes the plural and vice versa;
 - (d) “right” includes a benefit, remedy, authority, discretion, or power;
 - (e) “information” is to information of any kind in any form or medium, whether formal or informal, written or unwritten (e.g. computer software or programs, concepts, data, plans, reports, drawings, specifications, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets);
 - (f) “person” includes a natural person, partnership, body corporate, association, joint venture, Government Authority, or other entity;
 - (g) a person includes the person’s successors, executors, administrators, substitutes (including a person who becomes a Party by novation), and assigns; and
 - (h) any statute, ordinance, code, or other law includes regulations and other statutory instruments under any of them and consolidations, amendments, re-enactments, or replacement of any of them.
102. Headings are for convenience only and will not affect the interpretation of these Terms.
103. Words such as “includes”, “including”, and “for example” are not words of limitation and are to be construed as though followed by the words “without limitation”.
104. The expressions “in writing” or “written” means any expression of information in words, numbers, or other symbols, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
105. Where two or more persons are defined as a Party in these Terms, that term means each of the persons jointly, each of them severally, and any two or more of them jointly.
106. An agreement, covenant, obligation, representation, or warranty on the part of two or more persons binds them jointly and severally and an agreement, covenant, obligation, representation, or warranty in favour of two or more persons is for the benefit of them jointly and severally.
107. Unless specified otherwise, all reference to sums of money is in terms of Australian currency (AUD), and all documents and correspondence between the Parties will be in the English language.
108. Nothing in these Terms is to be read or construed to purport to exclude, restrict, or modify or have the effect of excluding, restricting, or modifying the application in relation to the supply of Goods or Services all or any of the provisions of the Competition and Consumer Act 2010 (Cth) or any other law which cannot be excluded, restricted, or modified