## Tuff Ozy Concrete Sleepers - Terms & Conditions of Trade

- Definitions

  "Contract" means the terms and conditions contained herein, together with any quotation, 9.2 order, invoice or other document or amendments expressed to be supplemental to this
- Contract.

  "Supplier" means Tuff Ozy Concrete Sleepers Pty Ltd ATF Norzy Trust T/A Tuff Ozy Concrete Sleepers, its successors and assigns or any person acting on behalf of and with the authority of Tuff Ozy Concrete Sleepers Pty Ltd ATF Norzy Trust T/A Tuff Ozy Concrete Sleepers Pty Dynamic Trust Tr

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Concrete Sleepers, its successors and assigns or any person acting on behalf of and with the authority of Tuff Ozy Concrete Sleepers IV Lid ATF Norzy Tust TAT AUT OZ Concrete Sleepers IV Lid ATF Norzy Tust TAT AUT OZ Concrete Sleepers IV Lid ATF Norzy Tust TAT AUT OZ Concrete Sleepers IV Lid ATF Norzy Tust TAT AUT OZ Concrete Sleepers IV Lid ATF Norzy Tust TAT AUT OZ CONCRETE CO 1.6

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le Client is taken to have exclusively accepted and is immediately bound, jointly and verally, by these terms and conditions if the Client places an order for or accepts Delivery the event of any inconsistency between the terms.

le Goods, we will be considered the terms and conditions of this Contract and any proprior document or schedule that the parties have entered into, the terms of this tract shall preside the terms and conditions contained in this Contract may only be nded in writing by the consent of both parties. Client acknowledges that: the supply of Goods on credit shall not take effect until the Client has completed a credit application with the Supplier and it has been approved with a credit limit established for the account; and

in the event that the supply of Goods request exceeds the Clients credit limit and/or the account exceeds the payment terms, the Supplier reserves the right to refuse Delivery;

and the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, the Supplier reserves the right to vary the Price with alternative Goods as per clause 52, subject to prior confirmation and agreement of both parties; and the Supplier also reserves the right to halt all Services until such time as the Supplier and the Client agree to such changes. The Supplier shall not be liable to the Client for any bas or damage the Client suffers due to the Supplier asraging its rights under this 10.5.

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Electronic signatures shall be deemed to be accepted by either party providing that the 10.6 parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act. 10.7

Electronic signatures shall be under the property of the property of the applicable provisions of that Act or any Regulations referred to in that Act.

Forms and Ornissions

The Ciliert acknowledges and accepts that the Supplier shall, without prejudice, accept no 10.8 liability in respect of any alleged or actual error(s) and/or ornissions;

(a) resulting from an inadvertent mistake made by the Supplier in the formation and/or 10.9 administration of this Contract, and/or

(b) contained infomitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the Services.

In the event such an error and/or ornission occurs in accordance with clause 3.1, and is not 11.1 attributable to the negligence and/or wilful misconduct of the Supplier; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

Change in Control

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Price and Payment
At the Supplier's sole discretion, the Price shall be either:

incurred by the Supplier as a result of the Client's failure to comply with this clause.

Purply the Supplier as a result of the Client's failure to comply with this clause.

Purply the Supplier as a result of the Client's Bupplier to the Client; or

(a) as indicated on any vinotice provided by the Supplier to the Client, or

(b) the Price as at the date of Delivery of the Goods according to the Supplier's current 12.1

(c) the Supplier's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

The Supplier reserves the right to change the Price I a variation to the Supplier's quotation is requested. Variations will be changed for on the beasts of the Supplier's quotation is requested. Variations will be changed for on the beasts of the Supplier's quotation is requested. Variations will be changed for on the beasts of the Supplier's quotation is requested. Variations will be changed for on the beasts of the Supplier's quotation is requested. Variations will be changed for on the beasts of the Supplier's quotation is requested. Variations will be changed for on the beasts of the Supplier's quotation is requested. Variations will be partially the Supplier with the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

At the Supplier's sole discretion, a non-refundable deposit may be required.

Time for payment for the Coods being of the essence, the Price will be payable by the Client 12.4

and the Supplier sole discretion, a non-refundable deposit may be required.

Time for payment for the Coods being of the essence, the Price will be payable by the Client 12.4

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Sole seven (7) (days following the end of the month in which a statement is posted to the Client's address or address for notices.

C) the date specified on any invoice or other form as being the date for payment, or client's address or address for notices.

C) the date specified

(a) the Client or the Client's nominated carrier takes possession of the Goods at the Supplier's address, or (b) the Supplier (or the Supplier's nominated carrier) delivers the Goods to the Client's 12.10 nominated address even if the Client is not present at the address.

At the Supplier so delicaretion, the cost of Delivery is either included in the Price or is in addition to the Price.

Any time specified by the Supplier for Delivery of the Goods is an estimate only. The Client must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. The Supplier will not be liable for any toss or damage incurred by the Client as a 13. 10 to the Coods as a ranged then the Supplier shall be entitled to charge a resonable fee for redelivery and/or storage.

The Supplier may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

The Client acknowledges that:

(a) all descriptive specifications. 6.2

6.4

The Client acknowledges that:

(a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in the Supplier's or the manufacturer's fact sheets, price lists or 13.3 advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Cortract, unless expressly stated as such in writing by the Supplier, (14.1 the promoted of the Goods, the Client acknowledges that the Supplier has given these in good falth, and are estimates based on industry prescribed estimates.

The Client shall be responsible for ensuring that the Goods ordered are suitable for their 14.2 intended use.

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Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.

If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.

If the Client requests the Supplier to leave Goods outside the Supplier's premises for 14.4 collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sele risk.

(a) exhibit variations in shade force, colour, texture, markings, vening, graining, finish and contain natural fissures, occlusions, and indentations. The Supplier will make every effort to match batches/samples of the Goods supplied in order to minimise such variations, but shall not be liable in any way whatsoever where such variations occur; and

and fade or change colour over time; and expand, contract or distort as a result of exposure to heat, cold, weather; and mark or stain if exposed to certain substances; and be damaged or disfigured by impact or scratching.

e Supplier and the Client agree that ownership of the Goods shall not pass until: the Client has paid the Supplier all amounts owing to the Supplier, and

(b) the Client has met all of its other obligations to the Supplier Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that from of payment has been honoured, cleared or recognised. It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 9.1:

.1: Client is only a bailee of the Goods and must return the Goods to the Supplier on

Trequest;
the Client holds the benefit of the Client's insurance of the Goods on trust for the
Supplier and must pay to the Supplier the proceeds of any insurance in the event of the
Goods being lost, damaged or destroyed;
the Client must not sell, dispose, or otherwise part with possession of the Goods other
than in the ordinary course of business and for market value. If the Client sells, disposes
or parts with possession of the Goods then the Client must hold the proceeds of any
such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier
for demand:

on demand;
the Client should not convert or process the Goods or intermix them with other goods
but if the Client does so then the Client holds the resulting product on trust for the
benefit of the Supplier and must sell, dispose of or return the resulting product to the
Supplier as it so directs;

Supplier as it so directs; the Client irrevocably authorises the Supplier to enter any premises where the Supplier believes the Goods are kept and recover possession of the Goods; the Supplier may recover possession of any Goods in transit whether or not Delivery has occurred: (f)

(f) the Supplier may recover possession or any occurrent update the Goods nor grant nor occurred;
(g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier;
(h) the Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

Personal Property Securities Act 2009 (PPSA)
In this clause financing statement, famoring change statement, security agreement, and security interest has the meaning given to it by the PFSA (bit Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PFSA and creates a security interest in all Goods and/or collateral (account)—being a monetary obligation of the Client to the Supplier for Services – that have previously been supplied and that will be supplied in the future by the Supplier to the Client.

The Client undertakes to:

promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Supplier

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information to be compete, accurate and up-to-date in all respects) which the Supplier may reasonably require to:

(i) register a financing statement of financing change statement in relation to a security interest on the Personal Property Securities Register (ii) register and yother document required to be registered by the PPSA or (iii) correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(iii) indemnify, and upon demand reimburse, the Supplier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby, not register a financing change statement or registering a financing change in the property Securities Register established by the PPSA or releasing any Goods charged thereby.

thereby:
not register a financing change statement in respect of a security interest without the prior written consent of the Supplier, not register or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a finirel part (6.5 without the prior written consent of the Supplier of any material change in the subiness practices of microdial by divise the Supplier of any material change in the subiness practices of microdial by divise the Supplier of any material change in the nature of proceeds derived from such sales.

sesing the Goods which would result in a change in the nature of proceeds derived from such sales. The Supplier and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Client waves their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

SA. less otherwise agreed to in writing by the Supplier, the Client waives their right to receive refrication statement in accordance with section 157 of the PPSA. c Client must unconditionally ratify any actions taken by the Supplier under clauses 10.3 to c

a verification statement in accordance with section 157 of the PPSA.

The Client must unconditionally traify any actions taken by the Supplier under clauses 10.3 to 10.5.

Subject to any express provisions to the contrary (including those contained in this clause 10), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

In consideration of the Supplier agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

The Client internal (whether including and conditions) (including but not limited to, the payment of any money).

The Client revocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorney's to perform all necessary acts to give effect, to the provisions of this clause 11 including, but not limited to, signing any document on the Client's behalf.

Pefects, Warranties and Returns, Competition and Consumer Act 2010 (CCA).

The Client invest inspect the Goods on Delivery and must within seven (7) days of Delivery notify the Supplier in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alloged defect in the CCA), certain statutory unpiled guarantees and warranties (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the CCA), certain statutory unpiled guarantees and warranties (including, without limitation the CCA), certain statutory unpiled guarantees and warranties (including, without limitation the CCA), certain statutory of the Section of the Representations under these terms and conditions including but not limite

Supplier's liability in respect of these warrantes is limited to the fullest extent permitted by law.

If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2 for this clause or the CCA, but is unable to the Schedule 2 for the Code of the Client has paid for the Goods.

17.2 for the Client is not a consumer within the meaning of the CCA, the Supplier sliability for any defect or damage in the Goods is.

(a) limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole discretion;

(b) limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Goods;

(c) otherwise negated absolutely,

Subject to this clause 12, returns will only be accepted provided that:

Subject to this clause 12, returns will only be accepted provided that:

(c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant), and

(d) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant), and

(d) the Goods are returned in as close a condition to that in which they were delivered as is possible. Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, the Supplier shall not be liable 19. Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, the Supplier shall not be liable 19. for any defect or damage which may be caused or partly caused by or arise as a result of: 19.1 (a) the Client failing to properly maintain or store any Goods; (b) the Client lailing to Properly maintain or store any Goods, the client continuing the use of any Goods after any defect became apparent or should the Client failing to follow any instructions or guidelines provided by the Supplier; (d) the Client failing to follow any instructions or guidelines provided by the Supplier; (e) fair wear and tear, any accident, or act of God. The Supplier may require the Client to part of Codes of up to twenty five percent (25%) of the value of the returned Goods plus any freight Costs. Notwithstanding anything contained in this clause if the Supplier is required by a law to accept a return then the Supplier will only accept a return on the conditions imposed by that law.

Notwinstanding anything contained in this clause in the Supplier is feelighted by a law to accept a return then the Supplier will only accept a return on the conditions imposed by that it is supplier to the supplier. He was a supplier will only accept a return on the conditions imposed by that it is supplier. Where the Supplier has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the supplier. The representations of the conditions are no crumstances may such designs, drawings and documents be used 20, without the express written approval of the Supplier. The Client warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier being any part of the Client and the supplier in a supplier in a supplier in the supplier against any action taken 20.2 by a third party against the Supplier in a suppl

found to be liegal, fraudulent or in contravention to the Client's obligations under this contract.

Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to 21.6.

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cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable if:
(a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to make a payment when it falls due;
(b) the Client has exceeded any applicable credit limit provided by the Supplier;
(c) the Client has exceeded any applicable credit limit provided by the Supplier;
(c) the Client has exceeded any applicable credit limit provided by the Supplier;
(c) the Client on arrangement with creditors, or makes an assignment for the benefit of its creditors or an arrangement with creditors, or makes an assignment for the benefit of its in respect of the Client is a set of the Client or any asset of the Client with the Client is in 21.9.

Cancellation

ancellation
thout prejudice to any other remedies the Supplier may have, if at any time the Client is in 21.9
each of any obligation (including those relating to payment) under these terms and
nditions the Supplier may suspend or terminate the supply of Goods to the Client. The

Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier has exercised its rights under this clause. The Supplier may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Supplier shall reavy to the Client any money paid by the Client for the Goods. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Client cancels Delivery of Goods the Client shall be liable for any and loss incurred (whether direct or indirect) by the Supplier as a direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

in the event that the Client cancels Delivery of Goods the Client shall be lable for any and all soss incurred (whether direct or indirect by the Suppler as a direct result of the cancellation (including, but not limited to, any loss of profits).

Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been Privacy Policy.

All emails, documents, images or other recorded information held or used by the Supplier is designed and referred to in clause 16.3, and therefore considered Confidential Information. The Supplier activowedges to obligation in relation to the handling of the part of the Confidential Information. The Supplier activowedges to obligation in relation to the handling continued to the confidential information. The Supplier activowedges to subject on in the confidential information. The Supplier activation of the Confidential Information. The Supplier activation of the Confidential Information of the Confidential Information. The Supplier activation of the Confidential Information of the Client in accordance with the Act and the Clorent, the Supplier with the Client in accordance with the Act and the Clorent Confidential Information activation of the Client of the Clien

written notice given under this Contract shall be deemed to have been given and

Any willest induce given under this Contract stan be deemen to have been given and receive by handing the notice to the other party, in person;

(b) by leaving it at the address of the other party as stated in this Contract;

(c) by sending it by registered post to the address of the other party as stated in this Contract;

(d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;

(e) if sent by email to the other party is last known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shall be deemed to the provided of the provi

events:
() the removal, replacement or retirement of the Client as trustee of the Trust;
(ii) any alteration to or variation of the terms of the Trust;
(iii) any advancement or distribution of capital of the Trust;
(iii) any advancement or distribution of capital of the Trust;
(iv) any resettlement of the trust property.

Building Industry Fairness (Security of Payment) Act 2017

Building Industry Fairness (Security of Payment) Act 2017

Services then the provisions of the Building Industry Fairness (Security of Payment) Act 2017

may anniv.

may apply.

Nothing in this contract is intended to have the effect of contracting out of any applicable

provisions of the Building Industry Farness (Security of Payment) Act 2017 of Queensland,
except to the extent permitted by the Act where applicable.

provisions of the Building Industry Fairness (Security of Payment) Act 2017 of Queensland, except to the extent permitted by the Act where applicable.

General

The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently legal or unerforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland in which the Supplier has its principal place of business, and are subject to the jurisdiction of the courts in that state.

Subject to dause 12, the Supplier shall be under no liability whatsover to the Client for any indirect and/or consequental loss subject shall be under no liability whatsover to the Client for any indirect and/or consequental loss subject shall be under no liability whatsover to the Client for any indirect shall be suppliered shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

The Supplier may licence and/or assign all or any part of its rights and/or obligations under this Confract whould the Client's consent.

The Client cannot licence and/or assign all or any part of the Supplier. The Euplier may lect to subcontract out any part of the Supplier.

The Euplier may licence and/or assign without the written approval of the Supplier.

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The Elent cannot licence and/or assign and any part of the Services but shall not be relieved to the supplier and the

noting the control of the Client accepts such provide Goods to the Client accepts such provide Goods to the Client.

Neither party shall be liable for any default due to any act of GoA war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either Both parties werrant that they have the power to action.

party.

Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.