

1. CONDITIONS

- 1.1. Every Contract is governed by these terms and conditions.
- 1.2. RBLs agrees to supply the Goods to the Buyer in accordance with the Contract in consideration for payment for the Goods and other amounts payable to RBLs by the Buyer.
- 1.3. These terms and conditions, the Invoice terms and any other written agreement between RBLs and the Buyer constitutes the entire agreement between the parties and supersedes all prior contracts, arrangements, understandings (if any) between the parties in relation to the Goods.
- 1.4. Any terms and conditions contained in the Buyer's order documentation inconsistent with these terms and conditions, including a statement that the Buyer's terms and conditions prevail, are expressly excluded.
- 1.5. RBLs may at any time after giving notice vary these terms and conditions.

2. QUOTATIONS AND ORDERS

- 2.1. All information about the Goods and other documentation including quotations provided by RBLs to the Buyer are invitations to do business.
- 2.2. A Buyer's order to purchase are offers to purchase on these terms.
- 2.3. RBLs may in its absolute discretion choose to accept or reject a Buyer's order to purchase. Such acceptance may be made by written notice or by the supply of Goods to the Buyer.
- 2.4. Any quotation or document provided by RBLs to the Buyer does not necessarily mean that the Goods or prices described are available to the Buyer and any such document, quote or prices may be varied or withdrawn by RBLs at any time.

3. PRICES AND PAYMENT

- 3.1. Prices of the Goods, including all GST, in relation to the Goods will be set out in the relevant Invoice. Unless otherwise expressly stated all prices quoted to the Buyer are exclusive of: GST, delivery and handling charges.
- 3.2. The Buyer must pay the GST payable in respect of RBLs's supply of Goods.
- 3.3. Payment by the Buyer of the price of all Goods supplied and of all other amounts on the Invoice must be made before, or immediately on, Delivery unless RBLs has agreed to grant credit to the Buyer where payments must be made within 7 days from the Invoice date or such other date as agreed by RBLs in writing.
- 3.4. All payments by the Buyer must be made without any set off.
- 3.5. All losses and costs, including legal costs, arising from the Buyer's failure to pay the Invoice amount when due are recoverable from the Buyer as liquidated damages.

4. RISK AND RETENTION OF TITLE

- 4.1. Risk in the Goods passes to the Buyer on Delivery.
- 4.2. Title to the Goods will not pass to the Buyer until the money owing for the Goods by the Buyer has been paid to RBLs.
- 4.3. The Buyer acknowledges and agrees that: 1) this document is a written security agreement adopted or accepted by the Buyer by placing an order with RBLs and the Buyer agrees to grant a PMSI to RBLs; 2) it is the grantor, and RBLs the secured party, in accordance with the PPSA terms; 3) the Buyer gives and RBLs takes a security interest on all of the Buyer's present and after acquired Goods and the proceeds; and 4) RBLs's security interest attaches to the Goods upon Delivery.
- 4.4. The Buyer consents to RBLs effecting a registration on the PPSR in relation to any security interest arising under or in connection with a Contract.
- 4.5. The Buyer agrees to provide all necessary information, execute all documents necessary and do all things necessary for RBLs to register a financing statement on the PPSR, enabling RBLs to perfect its security interest in the Goods which will be registered as a PMSI.
- 4.6. The parties agree to contract out of each provision of the PPSA which they are able to contract out of, other than sections 123 and 126, of the PPSA.
- 4.7. The Buyer waives its right to receive any notice under the PPSA, including under PPSA section 157(3), unless the notice is required by the PPSA and cannot be excluded.
- 4.8. Until the Goods have been paid for in full the Buyer must properly store, protect and insure the Goods, and clearly show that they are the property of RBLs.
- 4.9. The Buyer may sell or consume the Goods, in the ordinary course of its business.
- 4.10. The Buyer must if requested by RBLs deliver up the Goods to RBLs, failing which RBLs is irrevocably authorised to enter the place where the Goods are stored and repossess the Goods if the Buyer: fails to pay a due amount following demand by RBLs; or commits an act of bankruptcy; or a receiver is appointed to the Buyer; or goes into liquidation, administration, or any form of insolvency administration; or ceases, or threatens to cease, to carry on business; or enters into a scheme or compromise with its creditors.
- 4.11. The Buyer must not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter a financing change statement pursuant to section 178 of the PPSA without the prior written consent of RBLs.
- 4.12. RBLs's security interest in the Goods continues if the Goods become an accession to other goods.
- 4.13. This clause 4 survives the termination of the Contract.

5. DELIVERY AND INSTALLATION

- 5.1. If RBLs is delayed or unable to Deliver the Goods it may store the Goods, reschedule the Delivery and charge the Buyer all costs associated with the rescheduled Delivery.
- 5.2. RBLs will be deemed to be unable to Deliver the Goods where: the Buyer is unable or unwilling to accept Delivery; the Delivery site is deemed unsuitable by RBLs; the Buyer does not pay for the Goods where payment is required on or before delivery.
- 5.3. The Buyer will not be relieved of any obligation to accept and to pay RBLs for the Goods by reason of any delay in Delivery; and RBLs has no liability to the Buyer for any loss or damage consequential or otherwise for late Delivery of the Goods.
- 5.4. The Buyer is responsible for the delivery site and ensuring that it is safe, compliant and all site delivery requirements specified by any government authority are met.
- 5.5. Unless agreed in writing, delivery to a site is limited to unloading the Goods to the ground of the street kerbside at the specified site but not moving the Goods onto or within the site, or lifting the goods onto a building, structure or any item of equipment.
- 5.6. Where the Buyer, or the Buyer's Representative, requests Rodgers unload or move the

Goods other than to the ground kerbside then they are responsible for the suitability of the location, structure or equipment requested, and are responsible for any loss or damage that may occur if Rodgers loads or moves the Goods to that location, structure or equipment.

5.7. The Buyer will be deemed to have accepted delivery of the Goods upon Delivery regardless of whether the delivery site is attended or not.

6. RETURNS

- 6.1. Goods may not be returned other than with RBLs's prior written approval. The Buyer will be charged a handling fee for Goods returned to RBLs.
- 6.2. If a Buyer claims that the Goods are in anyway defective they must advise RBLs within 48 hours of Delivery and provide RBLs with reasonable access to assess the Goods.
- 6.3. Any claim for variations in the colour of fired clay products, such as bricks, must be made before they are laid, installed or otherwise affixed.

7. IMPLIED TERMS AND LIMITATION OF LIABILITY

- 7.1. To the fullest extent permitted by law all statutory or implied warranties and conditions are excluded from the Contract.
- 7.2. To the extent permitted by law the liability of RBLs under any warranty or condition that cannot legally be excluded from the Contract is limited at RBLs's option to: the repair or replacement of the Goods; or the supply of equivalent goods; or paying the cost of repair or replacement of the Goods; or paying the cost of the supply of equivalent goods
- 7.3. Subject to clause 7.1, and to the maximum extent permitted by law, RBLs's maximum aggregate liability for all claims under or relating to a Contract is limited to the amount paid by the Buyer for the Goods under the Contract.
- 7.4. If the Buyer is a consumer, according to the ACL, and there is a major failure in the Goods, the Buyer may reject the Goods and request a replacement or refund.
- 7.5. Except as provided in clauses 7.2 and 7.3, RBLs will not be liable to the Buyer or any other person in contract or tort for direct, indirect or consequential loss, damage, expense or injury suffered by the Buyer or any other person in relation to the Goods supplied pursuant to the Contract.
- 7.6. Except as provided in clause 7.2, RBLs gives no warranty in relation to the Goods.

8. SAFETY RESPONSIBILITY AND INDEMNITY

- 8.1. The Buyer is responsible for the proper storage, handling and use of the Goods and shall store, handle and use the Goods without risk to safety, health or the environment.
- 8.2. Without limiting the Buyer's obligations under clause 8.1, the Buyer acknowledges that the Buyer has familiarised itself with any recommended handling procedures contained in any MSD in respect of the Product.
- 8.3. The Buyer accepts all risks associated with the Buyer or the Buyer's Representative entering RBLs's premises and RBLs loading Goods into their vehicles.
- 8.4. The Buyer indemnifies RBLs and holds RBLs harmless against any claim, loss or expense which RBLs suffers or is liable for in respect of or in connection with: (i) the Goods, or their use, storage, handling or resale by the Buyer; (ii) RBLs exercising its rights under clause 4.10; (iii) any failure, act or omission by the Buyer; (iv) RBLs or RBLs's Representative entering the Buyer's or the Buyer's representative's premises.

9. TERMINATION

- 9.1. In addition to any other right of termination it may have RBLs may terminate a Contract if: (i) the Buyer fails to perform any precondition for Delivery of the Goods; (ii) RBLs is unable to Deliver the Goods for 30 days after first attempting Delivery; (iii) the Buyer commits an act set out in clause 4.10; (iv) the Buyer purports to assign its rights under a Contract; (v) an event occurs outside the control of RBLs which in RBLs's opinion makes it impractical or impossible for it to fulfil its obligations under the Contract.

10. MISCELLANEOUS

- 10.1. RBLs will not be liable for any delay or any breach or default under the Contract in circumstances where such delay, breach or default results from causes beyond RBLs's reasonable control.
- 10.2. Any indulgence which RBLs may grant to the Buyer will not prejudice or interfere with RBLs's rights under a Contract and will not constitute a waiver.
- 10.3. RBLs delivery drivers are not for any purpose arising under this Contract an authorised representative of RBLs.
- 10.4. The Buyer is not a partner, joint venturer or agent of RBLs and is not authorised to hold itself out as such or purport to incur any obligation, undertaking or warranty or representation on behalf of RBLs.
- 10.5. Any notice to be given to a party must be in writing.
- 10.6. RBLs may assign the benefit of or sub-contract the performance of any Contract or part thereof to any person.
- 10.7. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 10.8. The Contract is governed by the laws of New South Wales.
- 10.9. Words importing the singular number include the plural and vice versa.

11. DEFINITIONS

ACL means the Australian Consumer Law as contained in schedule 2 of the Competition and Consumer Act 2010;

RBLs means Rodgers Building & Landscape Supplies Pty Limited ABN 34160335357 (trading as Rodgers, NSW Bricks and NSW Roofing) and its assigns;

Buyer means the entity that has placed an order to purchase Goods from RBLs;

Contract means a contract of sale of Goods resulting from a Buyer's order accepted by RBLs;

Delivery means the Goods have been either: handed to the Buyer or the Buyer's Representative, or delivered to the carrier or site specified by the Buyer;

Goods means any goods and services supplied by RBLs;

GST means Goods and Services Tax as provided for in A New Tax System (Goods and Services Tax) Act 1999;

Invoice means the Invoice issued by RBLs in relation to each Contract;

MSD means any material safety datasheet available to the Buyer;

PMSI means Purchase Money Security Interest, as defined in the PPSA;

PPSA means the Personal Property Securities Act 2009 (Cth);

PPSR means the Personal Property Securities Register; and

Representative means a party's employees, agents and contractors.