

1. INTERPRETATION

- a. In these Conditions, unless the contrary intention appears:
- "William Green" means William Green Pty Ltd ABN 69 001 334 096 of 47-49 Mary Parade, Rydalmere NSW 2116, Australia.
 - "bankrupt" means and includes the situation where the Customer ceases or threatens to cease to carry on its business or where execution has been levied upon the whole or any part of its assets, and, in respect of a Customer who is an individual, the situation where he has committed an act of bankruptcy or is or becomes bankrupt or subject to any deed of assignment arrangement or composition with his creditors in accordance with the bankruptcy laws.
 - "Business Day" means a weekday other than a gazetted public holiday in either Australia in which the Customer's delivery address for the relevant delivery is located.
 - "Conditions" means these Conditions of Sale and any further or other written conditions of sale amending or adding to these Conditions signed by a duly authorised representative of William Green.
 - "Customer" means the customer of William Green who buys goods or to whom William Green supplies services.
 - "Goods" means the goods that William Green proposes to sell or has sold to the Customer; a reference to Goods includes services.
 - "Price" means the price of the goods.
 - "GST" means the Goods and Services Tax as imposed by the GST Law.
 - "Payment" means any amount payable under or in connection with this Agreement and/or Contract.
 - "Tax Invoice" has the meaning given to that term by the GST Law.
 - "Taxable Supply" has the meaning given to that term by the GST Law.

2. ENTIRE CONTRACT

Unless there are other or different terms and conditions set out in another document signed by a duly authorised representative of William Green, this document including these Conditions, constitutes the entire contract between William Green and the Customer.

3. ADVICE

To the extent permissible by law, any advice recommendation, information, assistance or service provided by William Green in relation to the application or use of the goods is given in good faith and is believed by William Green to be appropriate, but is given without liability or responsibility on William Green's part.

4. TAX

The Customer shall pay any sales and other taxes on the Goods.

5. TERMS OF PAYMENT

- The terms of payment are net 30 days (that is payment must be made available for banking to the credit of William Green's bank account without set-off or deduction, on or before the last working day of the month after the month in which delivery of the Goods is made), unless agreed otherwise in writing by William Green.
- Interest may be charged at the rate of 2% per month calculated from the delivery date on any overdue amounts.

6. SPECIFICATION

Unless otherwise stated in writing by William Green, the specification of the Goods is stated in William Green's most recent published product data and/or in any most recent applicable drawings issued by William Green, or, if not so specified, subject to the tolerances normally regarded as being commercially acceptable.

7. DELAYS

Any date for delivery of the Goods indicated by William Green is an estimated date for delivery only. William Green shall be under no liability for any loss or damage, however it arises, if the Goods are not delivered or completed by that date. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery.

8. ORDER, DELIVERY AND ACCEPTANCE

- All orders placed by phone, facsimile, email or any other means are subject to confirmation and acceptance by William Green. An acceptance of the order by William Green is then to be an acceptance of these Conditions by the Customer and these Conditions with the delivery and returns policy will override any conditions contained in the Customer's order.
- To the extent permissible by law, William Green may adjust prices in the event of price changes or mistakes made by suppliers on reasonable prior notice to you. If William Green requests payment for increased prices, the Customer may cancel the order by giving notice to William Green, which must be received within 7 days of the announcement of the increase.
- William Green will, through a selected freight company, deliver the Goods to the Customer ordered to the address specified in the order, within the agreed time frame, subject to their availability. Where the Goods are not available William Green will notify the Customer as soon as possible. Anyone at the delivery address who receives the Goods will be presumed by William Green to be authorised to receive the Goods.
- Goods may be delivered by instalments at the discretion of William Green.
- Freight charges are applicable and vary from time to time. The Customer will be charged for any freight charges associated with delivery of Goods.
- If there is no one at the delivery address to receive and sign for the order, William Green may charge the Customer additional delivery fees.
- Once the Goods are delivered to the Customer, the Customer is responsible if the Goods are lost or damaged.
- The Customer is deemed to have accepted delivery of the Goods:

 - On the second business day after delivery unless prior to that time the Customer has notified William Green in writing of its rejection of that delivery and the reasons for rejection; or immediately upon dealing with the Goods in a manner which is inconsistent with the ownership of William Green, whichever is the earlier.

9. RISK

Risk to the Goods, unless otherwise agreed in writing, passes to the Customer upon delivery to the Customer or its agent or to a destination nominated by the Customer or to a carrier commissioned by the Customer.

10. PROPERTY

- Property in the Goods remains with William Green and William Green reserves the right to dispose of the goods until such time as full payment is made for all amounts owing by the Customer to William Green under these Conditions.
- If the Customer fails to pay all or any part of the Customer's total indebtedness to William Green under these Conditions, or an event of default as specified in Clause 11 occurs, William Green may without notice and without prejudice to any of its other rights and remedies recover and/or resell the Goods or any part of them and may enter upon the Customer's premises by its servants or agents for that purpose.

- Until payment in full for the amounts owing by the Customer to William Green under these Conditions:
 - The Customer shall store the goods in a way that clearly manifests William Green's title; and
 - The Customer shall hold the Goods as bailee and as a fiduciary for William Green.

11. PERSONAL PROPERTY AND SECURITIES ACT (CTH) 2009 ("PPSA")

- Defined terms in this clause have the same meaning as given to them in the PPSA.
- William Green and the Customer acknowledge that these Conditions constitute a Security Agreement and give rise to a Purchase Money Security Interest (PMSI) in favour of William Green over the Goods supplied or to be supplied to the Grantor pursuant to these Conditions.
- The Goods supplied or to be supplied under these Conditions fall within the PPSA classification of "Other Goods" acquired by the Customer pursuant to these Conditions.
- William Green and the Customer acknowledge that William Green, as Secured Party, is entitled to register its interest in the Goods supplied or to be supplied to Customer, as Grantor, under these Conditions on the PPSA Register as Collateral.
- To the extent permissible at law, the Customer:
 - waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer, as Grantor, to William Green.
 - agrees to indemnify William Green on demand for all costs and expenses, including legal costs and expenses on a solicitor/client basis, associated with:
 - registration or amendment or discharge of any Financing Statement registered by or on behalf of William Green; and
 - enforcement or attempted enforcement of any Security Interest granted to William Green by the Customer.
 - agrees that nothing in sections 130 to 143 of the PPSA will apply to these Terms or the Security under these Conditions.
 - agrees to waive its right to do any of the following under the PPSA:
 - receive notice of removal of an Accession under section 95;
 - receive notice of an intention to seize Collateral under section 123;
 - object to the purchase of the Collateral by the Secured Party under section 129;
 - receive notice of disposal of Collateral under section 130;
 - receive a Statement of Account if there is no disposal under section 130(4);
 - receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.
 - receive notice of retention of Collateral under section 135;
 - redeem the Collateral under section 142; and
 - reinstate the Security Agreement under section 143.

12. DEFAULT

- Should default be made by the Customer in paying any sum due under any contract between William Green and the Customer as and when it becomes due or should the Customer become Bankrupt William Green may:
 - (without having to give notice thereof to the Customer) suspend all further deliveries of Goods until the default has been made good.
 - refuse, change or withdraw extensions of credit at any time, and may demand the immediate cash payment or all moneys owing under any contract.
 - Seek reimbursement of any legal or debt recovery costs incurred in the recovery of moneys from customers owing under any contract without prejudice to any other right or remedy of William Green under or in respect of these Conditions or such event.

13. WARRANTY

- William Green warrants that:
 - on payment in full it shall give good title to the Goods;
 - The Goods delivered pursuant to the contract shall conform to specification; and
 - If William Green at any time issues to the Customer, or a third party at the request of the Customer, an express written warranty in respect of the Goods these Conditions shall be read and construed subject to the terms and conditions of the warranty, and in the event of any inconsistency, the terms and conditions of that warranty shall prevail.
 - So far as surface coatings (if any) are concerned and to the extent permissible by law, William Green's warranty is that at the time of delivery of the Goods the properties of such coatings conform with the specification of such coatings as listed in William Green's most recent published product data, and except as provided in any express written warranty no other representation, condition or warranty is given in respect of same.
 - All products are warranted as per Company Warranty Statement QSF0067.
- William Green's liability in respect of a breach of a consumer guarantee or any express warranty provided by William Green for any service or Good not of a kind ordinarily acquired for personal, domestic or household use is limited to, to the extent permissible by law and at William Green's option:
 - in relation to the Goods:
 - the replacement of the Goods or the supply of equivalent goods;
 - the repair of the Goods;
 - the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
 - the payment of the cost of having the Goods repaired.
 - in relation to the services:
 - the supply of the services again; or
 - the payment of the cost of having the services supplied again.
- To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Conditions are excluded and William Green is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for:
 - any increased costs or expenses;
 - any loss of profit, revenue, business, contracts or anticipated savings;
 - any loss or expense resulting from a claim by a third party; or
 - any damage or fault in performance arising out of incorrect or inappropriate operation of the Goods by the Customer;
 - any special, indirect or consequential loss or damage of any nature whatsoever caused by William Green's failure to complete or delay in completing the order to deliver the Goods or William Green's breach of these Conditions.

14. INDEMNITY

To the full extent permitted by law, Customer will indemnify William Green and keep William Green indemnified from and against any liability and any loss or damage William Green may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms and Conditions by Customer or its representatives.

15. RETURNS POLICY QSF0019

To the extent permissible by law:

- (a) alterations to orders which are either completed or in production will be subject to liquidated damages;
- (b) Goods returned at Customers expense, which are unused and in its original packaging within 30 days of invoice will be subject to liquidated damages;
- (c) the amount of liquidated damages will be an amount equal to 25% of the invoice value;
- (d) orders for non-stock items or manufactured items are non returnable.

16. GST

The parties agree that if the whole or any part of any Payment is the consideration for a Taxable Supply for which the payee is liable to GST, the payer must pay to the payee an additional amount equal to the GST amount concurrently with that Payment.

17. WAIVER

The failure by William Green to enforce any of these Conditions or to take action in respect of any breach shall not be in waiver of any of these Conditions even if such failure or breach is continuing and habitual or repeated from time to time and no estoppel may be pleaded against William Green either at law or in equity in any circumstances what so ever.

18. GOVERNING LAW

This Contract made with us shall be deemed to have been made in the State/Territory in which your order is accepted by us and you further agree to submit to the non-exclusive jurisdiction of the appropriate court of that State/Territory.