

COOPERS FIRE PTY LIMITED
UNIT 4 36-44 ATKINSON ROAD, CARINGBAH NSW 2229, AUSTRALIA

TERMS AND CONDITIONS OF PURCHASE

These are Terms and Conditions of purchase of all products and services purchased by Coopers Fire Pty Limited (ABN: 50 122 435 081) ("Company"). Except as otherwise expressly agreed upon in writing between a duly authorised officer of the Company and the Seller, these Terms and Conditions will apply notwithstanding any provisions to the contrary which may appear on any Order or other document issued by any Seller, unless specifically agreed in writing by the Company.

General

1. All Orders placed by the Company are subject to these Terms and Conditions and the Company may, at any time and from time to time, vary or alter these Terms and Conditions. Any such variation to these Terms and Conditions will apply upon notification by the Company to the Seller.

2. Any representation, warranty, condition or undertaking that would be implied into these Terms and Conditions by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law. Nothing in these Terms and Conditions excludes, restricts or modifies any condition, warranty, right or remedy conferred on a party by the Competition and Consumer Act 2010 or any other applicable Australian law that cannot be excluded, restricted or modified by agreement.

3. Where the Seller has more than one proprietor the liability of those applicants or proprietors under these Terms and Conditions will be Joint and Several.

Pricing

4. Unless otherwise stated, all prices quoted are GST exclusive. GST will be added in relation to delivery, supply and installation of all goods and services.

Terms of Payment

5. All payments due to the Seller are to be made, without retention, within sixty (60) calendar days of the date of the invoice. Payment will be considered to be made when the funds are cleared in the Seller's nominated bank account.

Delivery & Inspection

6. Any date or time quoted by the Seller for delivery is essential. If delivery does not occur by the specified delivery date, the Company has the right to cancel the order, and be refunded all amounts paid to the Seller in relation to the order within 7 days.

7. The Seller's obligation to deliver will be discharged on arrival of the products at the Customer's nominated delivery destination.

8. Unless specifically agreed otherwise in writing, the Seller is responsible for all costs and charges in respect of delivery and transport of the Goods, including insurance.

9. The Seller is responsible for the unloading of the goods upon delivery. The Company is not liable for any damage caused to the goods during unloading, or any other loss or damage occasioned in that regard.

10. The Company will examine the products after delivery and the Seller will be liable for any mis-delivery, shortage, defect or damage, provided that the Company notifies the Seller within 14 calendar days of the date of delivery of the products.

Property and Risk

11. Notwithstanding delivery of products, title in any products supplied and/or installed will pass to the Company upon delivery or payment, whichever is the earlier.

12. The risk in any products supplied and/or installed will pass to the Company upon delivery (actual or constructive) to the Seller.

13. The Seller acknowledges that if he is in possession of any

products paid for by the Company, he holds such, solely as a fiduciary bailee for the Company until delivery has been made in full to the Company.

Consumer Law

14. The Sellers goods must come with guarantees that cannot be excluded under the Australian Consumer Law. The Company is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Company is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The term "major failure" has a defined meaning under the Australian Consumer Law.

15. No additional express warranty for defects or otherwise are provided for our products. Consumers may rely upon their statutory rights and remedies under the Australian Consumer Law.

16. The Seller can be contacted in relation to claims as follows:

- a) Telephone Number: [#Insert]
- b) Email Address: [#Insert]
- c) Mailing address: [#Insert]

Force Majeure

17. The Seller will not be liable for any failure or delay in supply, delivery or installation where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of the Seller including, but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storms or tempest, vandalism or riot, civil commotions or accidents of any kind (each an "Event of Force Majeure"). The Seller's obligations will be suspended until the Event of Force Majeure ceases to cause the failure or delay (as the case may be). The Company will be relieved of any obligation to make payment to the Company until the Event of Force Majeure has ceased. If the Seller is prevented from complying with their obligations due to an Event of Force Majeure, the Company may at its option at any time cancel the contract.

Termination

18. If the Seller fails to comply with any of these Terms and Conditions, or being a natural person or persons commits any act of bankruptcy or being a corporation passes a resolution for winding up or liquidation (other than for the purpose of reorganisation or reconstruction) or enters into any composition or arrangement with creditors or if a receiver, manager, receiver manager or administrator is appointed for any property or assets of the Seller or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, or if a Liquidator or Provisional Liquidator is appointed, the Company may, in addition to exercising all or any of its rights against the Seller, suspend any further payments and immediately enter premises occupied by the Seller to recover possession of any products paid for in accordance with these Terms and Conditions without in any way being liable to the Seller or any person claiming through the Seller.

Governing Law & Jurisdiction

The Seller agrees that these Terms and Conditions will be construed according to the Laws of the State of New South Wales. The Seller consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the Laws of New South Wales

I/ we understand and accept the above terms and conditions,

Name: _____ **Signature:** _____ **Date:** _____

Name: _____ **Signature:** _____ **Date:** _____