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ABN: 97 942 956 334 ACN: 604 300 610

Terms and Conditions

- References in this credit application, these terms and conditions and Guarantee and Indemnity (collectively, "this Agreement") to "Concrete Products Australia (CPA)", "We", "Us", "Our" etc. are references to Concrete Products Australia Pty Ltd ABN: 97 942 956 334. References to "the Applicant", "You", "Your" etc. are references to the Applicant and/or Guarantor. References to the Applicant, also includes the employees, agents, subcontractors, successors, assignees of, and any entity claiming through or under the Applicant. The actions or signatures of any person appearing to have the authority of the Applicant so to do shall bind the Applicant.
- You agree to promptly notify Us by certified or registered mail of any change in the constitution, name or ownership of the Applicant's business. If such a change occurs, You agree to obtain, complete and return a new credit application to Us to be reviewed for re-approval, prior to receiving any further product and/or service from Us.
- In addition to any other lawful means, any notice or other communication or service of court documents relating to a proceeding arising out of, or as a result of, this Agreement may be personally served or performed on You by Us, by Us: leaving the notice or document at Your last known address, or posting the notice or document to Your last known mailing address, or emailing a copy of the notice or document to Your last known email address.
- You are responsible for ensuring that You read and understand all documentation supplied to You by Us including delivery dockets, quotes, orders and invoices, and by doing so You agree to all stated terms and conditions of those documents in addition to the terms and conditions set in this Agreement. The terms contained in this Agreement apply to all transactions between the parties and take precedence over any other document of the Applicant or elsewhere.
- You acknowledge that CPA abides by the National Privacy Principles established under the Privacy Act 1988 (the "Privacy Act") and that CPA's Privacy Policy is available via its website at: www.concreteproductsaustralia.com.au. You acknowledge that You are informed in accordance with s18E(8)(c) of the Privacy Act, that certain items of personal information about You and/or the Applicant contained in this application, or which may be subsequently obtained and permitted to be kept on a credit information file in accordance with s18K(1)(b) or s18K(1)(h) of the Privacy Act might be disclosed to a credit reporting agency. This information includes, among other things, particulars as to Your and/or the Applicant's identity, the fact an application for credit was made and the amount of credit sought, details of current providers of credit and details of any credit overdue, cheques dishonoured and serious credit infringements. To assist in the processing of this application, the provision of credit and/or the recovery of any overdue account, You hereby authorise CPA, its successors and/or assigns to obtain credit information from business references, stated by You in this credit application and from Your bank and any other credit provider and credit reporting agency, and provide credit information about You to any other business/credit provider who may contact Us inquiring about Your credit worthiness. You acknowledge that such information may include personal credit information regarding You and You agree that We can use this information for the purpose of Our credit application approval process.
- You must pay for all products and/or services supplied by Us before they leave the CPA premises, unless You have an "approved account" with Us. You do not have an approved account with Us unless We have notified You of such in writing. Any approved account is subject to:
 - We reserve the right, at any time and without giving a reason, to withdraw Your "approved account" status.
 - All approved accounts must be paid within 14 days from the date of each individual invoice for products and/or services supplied to You by Us unless otherwise agreed in writing by Us to You.
 - In the event of a dispute of the contents of any invoice, only the invoice or invoices that are in dispute may remain unpaid while they are in dispute and You agree to pay all other invoices in full by the due date for payment.
 - All monies outstanding after the due date shall bear interest at the rate of 1.5% per month, such interest will be calculated on monthly balances and will be capitalised monthly.
 - In the event that You fail to pay any invoices on Your account on the due date for payment, Your account will become overdue and all monies outstanding on that account and on any other account that You, or a related entity has with CPA will become immediately due and payable.
 - You agree to pay any costs and expenses We incur, including legal costs in connection with recovery or attempted recovery of any money You owe Us.
- In the event of products and/or services supplied by CPA to You being defective, the liability of CPA (if any) shall be limited to the replacement of such defective products and/or services, or refund of any monies paid (at CPA's option). Except as otherwise provided herein, under no circumstances is CPA liable in any way to You or any other person for any loss as a result, direct or indirect of any defect, deficiency or discrepancy in the products/services supplied by Us including in their form, content and timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for and in relation to any of the following: (i) any products/services supplied to You; (ii) any delay in supply of the products/services; or (iii) any failure to supply the products/services.

Any advice, recommendation, information, assistance or service given by CPA in relation to products/services is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty of accuracy, appropriateness or reliability. CPA does not accept any liability or responsibility for any loss suffered as a result of Your reliance on such advice, recommendation, information, assistance or service. To the fullest extent permissible at law, CPA is not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide products/services, or otherwise arising out of the provision of products/services, whether based on this Agreement, negligence, strict liability or otherwise, even if CPA has been advised of the possibility of damages. You indemnify CPA, its servants and agents in respect of any claim, demand or action commenced by any person (including the Applicant) against CPA in connection with any loss arising from or incidental to the provision of products/services, or the subject matter of this Agreement. This provision remains in force after the termination of this Agreement.
- CPA's responsibility for products and/or services ceases at the kerbside of the job address advised to Us by You, whether written or verbal. CPA shall not be liable for and is hereby indemnified by You in respect of any claims made by or through You or any third party which arises out of effecting entry to a job or the presence of CPA past the kerbside. If CPA passes the kerbside You agree to provide safe and adequate access and have all necessary Council permits.
- All warranties, undertakings, or representations expressed or implied and whether arising by statute or otherwise are hereby expressly excluded (except to the extent only that such exclusion is prohibited by the statute). These terms and conditions cannot be altered except in writing and signed by the parties. You expressly agree that use of the products/services supplied by CPA is at Your sole risk.
- You shall not, and shall not be entitled to claim against Us in connection with any act omission or event arising, unless the claim is made to CPA in writing within 10 days of the occurrence of the act, or event giving rise to the claim.
- Our prices for products and/or services supplied by Us do not include Goods and Services Tax. You must pay Goods and Services Tax payable in relation to the supply of those products and/or services in addition to paying the price for the products and/or services, due at the same time.
- CPA shall not be liable in any matter whatsoever for delay in delivery or non-delivery (or any costs associated therewith) which is, attributable to transport delays, plant or equipment breakdowns, unavailability or shortage of materials, industrial stoppages or any other cause whatsoever, which is beyond the direct control of CPA. Any delivery date advised by CPA is an estimate only and can change based on variables outside of CPA's direct control. You are responsible for inspecting products supplied by Us at the time of delivery. If You fail to advise CPA in writing of any fault in the products or failure of the products to accord with the order on the date of delivery, You are deemed to have accepted the products and to have accepted that the products are not faulty and accord with the order. Risk in any products passes to You upon delivery.
- We are entitled to charge You for any product and/or service You order but are unable to collect or take delivery of. Once Your order is complete You must collect or accept delivery immediately. If You do not collect or accept delivery of Your order immediately CPA may charge additional fees for any or all of the following: waiting time, storage, delivery cancellation, product removal/dumping and any other fees arising in relation.

14. You agree that as a condition of CPA supplying You products and/or services on credit that You:
 - a) Will not own any of Our products that have been delivered to or collected by You until all monies owed by You to Us both for the particular products and/or services and for any other account held by or associated with You have been received by Us in full.
 - b) Will hold and store all products You receive from Us, on behalf of Us (at Your own risk) and do so in a way that they are able to be separately identified as CPA products until You have paid Us in full.
 - c) Authorise Us to enter any properties (without limitations) to recover possession of the products without liability for tort, trespass, negligence or payment of any compensation to You whatsoever, and You indemnify CPA against any action or claim in connection with recovering possession of the products.
 - d) Will, in the event that supplied products are included in any process, so that the product/s are no longer identifiable or separable then You and CPA will be owners in common of the resulting new product. You will then hold on trust for Us the proceeds from the sale of this new product/s in proportion to the interest of CPA in the new product/s.
15. You agree that You are liable for all amounts owing on the account opened by this agreement.
16. You acknowledge that CPA reserves the right to impose a credit limit on Your account, discontinue supply at any time and increase or decrease the credit limit of the account.
17. You acknowledge that You enter into this agreement with full authority and knowledge of its ramifications as an individual debtor or on behalf of any company or corporation, and fully indemnify CPA for any amounts incurred under this application.
18. Where You are the Trustee of a Trust, then You acknowledge and agree that as Trustee You shall be personally liable for the account in addition to the trust and the assets of You and the Trust shall be available to CPA to discharge the monies owed on the account.
19. If circumstances beyond CPA's control prevent or hinder its provision of the goods/services, CPA is free from any obligation to provide the goods/services while those circumstances continue. CPA may elect to terminate this Agreement or keep the Agreement on foot until such circumstances have ceased.
20. This Agreement are governed by the laws of Queensland and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland. This Agreement and written and agreed variations represent the whole agreement between the parties relating to the subject matter of this Agreement. This Agreement supersedes all oral and written negotiations and communications by and on behalf of either of the parties. In entering into this Agreement, You have not relied on any warranty, representation or statement, whether oral or written, made by CPA or any of its employees or agents relating to or in connection with the subject matter of this Agreement.
21. If any provision of this Agreement at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.
22. Your rights above are non-assignable.