

## TERMS AND CONDITIONS OF SALE (Clauses 1 to 18)

1. In these terms and conditions ("Terms and conditions"), "Contract" means the contract for the supply of goods and/or services resulting from the acceptance by the Seller of an Order in accordance with clause 2; "Customer" means any person who enters into a Contract with the Seller for the sale and purchase of Goods and Services and includes the Customer's permitted assigns, successors, employees, servants and agents; "Loss" means any damage, loss, liability, expense or cost whether direct or indirect, consequential or incidental; "Order" means an order placed by an intending Customer with the seller for the supply of Products; "Seller" means Mirage Doors (Aust) Pty Ltd. "Goods and Services" means all Goods and Services supplied or to be supplied by the Seller from time to time. "Price" means, unless the contrary intention appears, the Price for which a Good or Service (or goods and Services) is sold pursuant to the Terms and Conditions and is the amount payable by the Customer, exclusive of any GST payable, in respect of the sale.
2. These Terms and Conditions supersede all previous terms and conditions imposed by the Seller. Each Order will constitute an offer by the Customer to acquire Goods and Services from the Seller upon and subject to the Terms and Conditions to the exclusion of all other terms and conditions. A contract will be made between the Seller and the Customer for the sale and purchase of Goods and Services only on acceptance of an Order by the Seller, which may be by delivery of all or part of the Goods and Services ordered.
3. Unless otherwise agreed, the Seller will arrange for delivery of the Goods and Services. Risk of Loss to Products will pass to the Customer on the earlier of receipt of Goods and Services by the Customer; delivery of Goods and Services to the Customer; and delivery of Goods and Services by the Seller to a third party for the purpose of delivering Goods and Services to the Customer. The Seller will not be liable for any delay in delivery of Goods and Services.
4. The Customer will have no claim for shortages or defects in respect of any Goods and Services apparent on inspection unless a written complaint is delivered to the Seller within 10 days of receipt of the Goods and Services specifying the shortage or defect. The Seller will only, at its option, accept the return of, or give a credit for Goods and services where: the Customer has complied with this clause 4; the Seller is satisfied as to the claim by the Customer; in the case of Goods and Services that have at the request of the Customer been specifically sourced, the supplier of such Goods and Services will accept return of the Goods and Services for credit; and, if the seller elects to have the Goods and Services returned, the Goods and Services are returned to the Seller in the same condition as when first delivered to the Customer with the relevant invoice number and date of order. The Seller will not accept the return of or give credit for Goods and Services supplied (originally) to non-standard specifications. All Goods and Services returned will be subject to a minimum handling charge 20% of the invoiced price except in the case of defective Goods and Service or Goods and Services incorrectly supplied. In the case of buy-ins against customer order, credit will only be allowed if the original manufacturer/supplier also accepts the return. Requests for Proof of Delivery may only be made within 30 days of delivery date.
5. Prices for Goods and Service are set in accordance with the seller's price list, which is subject to change from time to time without notice. The price payable is the price quoted as at the date of raising of an invoice in

respect of the Goods and Services. Where the Seller has granted the customer credit facilities, the price of the Goods and Service is due and payable in accordance with the terms and conditions of the credit facilities. If credit facilities have not been granted to the customer, the price of Goods and Services must be paid in advance. The Seller may, from time to time, charge reasonable storage fees. Where the Seller has provided the Customer with a quote in relation to the supply of Goods and Services, the Seller's standard terms and conditions of Purchase will apply. The extent to which there is any inconsistency with the terms of the quote, the terms of the quote will prevail.

6. **Personal Property Securities Act (2009)**

- a. The Customer consents to the Seller effecting a registration on the PPSA register (in any manner the Seller deems appropriate) in relation to any security interest arising under or in connection with or contemplated by these terms.
- b. The Customer waives its right to receive notice of a verification statement in relation to any registration by the Seller on the register.
- c. The Customer agrees to promptly execute any documents, provide all relevant information, fully cooperate with the Seller and do any other act or thing that the Seller requires to ensure that the Seller has a perfected security interest in, and has priority over any other security interests in, the Goods or otherwise.
- d. The Customer agrees that, until all monies owing to the Seller are paid in full, it shall not sell or grant any other Security Interest in the Goods.
- e. The Customer will not register a financing charge statement in respect of the security interest without the Seller's prior written consent.
- f. The Customer agrees that the Seller may, at its absolute discretion, apply any amounts received from the Customer toward amounts owing to the Seller in such order as the Seller may determine.
- g. If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising in connection with these terms, the Customer agrees that the following provisions of the PPSA will not apply to the enforcement of these terms: section 95 (notice of removal of accession), to the extent that it requires the Seller to give a notice to the Customer; section 96 (when a person with an interest in the whole may retain an accession); subsection 121(4) (enforcement of liquid assets – notice to grantor); section 125 (obligation to dispose of or retain collateral); section 130 (notice of disposal), to the extent that it requires the Seller to give a notice to the Customer; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); subsection 134(1) (retention of collateral); section 135 (notice of retention); section 142 (redemption of collateral); and, section 143 (reinstatement of security agreement).
- h. Notices or documents required or permitted to be given to the Seller for the purposes of the PPSA must be given in accordance with the PPSA.
- i. The Seller agrees with the Customer not to disclose information of the kind mentioned in subsection 275(1) of the PPSA except in circumstances required by paragraphs 275(7)(b)-(e).

- j. In these terms the following words have the respective meanings given to them in the PPSA: commingled, financing statement, financing change statement, perfected, proceeds, register, registration, security interest and verification statement
7. Property in and ownership of Goods and Services remains with the Seller and will not pass to the Customer until all Goods and/or Services have been paid for in full and all other debts owing to the Seller by the Customer have been paid in full. The Customer acknowledges that until such time as the property in and ownership of Goods and/or Services passes to the Customer in accordance with this clause 6, the Customer is in possession of the Goods and/or Services for and on behalf of the Seller as a fiduciary bailee and agent. Upon taking delivery of Goods and/or Services the Customer must keep the goods identifiably separate from any other Goods held or sold on the Customer's premises to enable the Goods to be identified and must not remove from the Goods any documentation affixed to or referring to the Goods. The Seller, by giving 2 days notice to the Customer, is entitled to enter the Customer's premises and inspect the Goods.
8. Until payment in full of the price of the Goods and/or Services and all other amounts owing by the Customer to the Seller, in the event of sale of Goods and/or Services by the Customer: (1) the Customer must; (i) deposit all proceeds of sale of Goods and/or Services received by the Customer separately; (ii) account to the Seller for such proceeds; and (2) the Seller will be entitled to trace all proceeds of sale of Goods and/or Services received by the Customer through the relevant, account or any other account maintained by the Customer.
9. The Customer grants to the Seller an irrevocable license to enter the Customer's premises, exercisable upon any event of termination specified in clause 14 occurring, which license to enter permits the seller at its sole option, to enter the Customer's premises and repossess and remove all Goods and/or Service related material on the premises that has remained the property of the seller. The Customer consents to such actions and agrees that the seller will not be liable for any loss or damage suffered by the Customer as a result of the Seller taking such action. This clause 9 is not intended to create a charge over Goods and/or services or any book debts. Notwithstanding that the Seller may grant the Customer credit, the Customer must, in the event Goods and/or Services are sold and the proceeds of sale received, comply with clause 8.
10. The Customer may use Goods and/or Services with other Good and/or Services but only on the condition that if the Good and/or Services are mixed, united or incorporated with other Goods and/or Services, the resulting Goods and/or Services which incorporates Goods and/or Services is the property of the seller until such Goods and/or Services have been paid for in full and all other debts owing to the seller by the Customer have been paid in full.
11. Except only for such rights and remedies which the Customer has in respect of the supply of Goods and/or Services under the Competition and Consumer Act 2010 and other applicable laws and which cannot be lawfully excluded, restricted or modified, the Customer agrees that: (1) all conditions and warranties whether statutory or otherwise are excluded in relation to the Goods and/or Services and any services provided by the Seller; and (2) the Seller will not be liable for any loss (other than in accordance with clause 4) which the Customer suffers, incurs or is liable for in connection with the supply of Goods and/or Services under these Terms and Conditions, the promotion or sale of the Goods and/or services by the Customer, or the provision of services by the Seller.

12. Where the seller is permitted under the Competition and Consumer Act 2010 or other applicable laws to liability for the breach of a condition or warranty that is implied by the Competition and Consumer Act 2010 or any other applicable laws; the Seller's liability is limited to (1) in the case of Goods, any one of the following as determined by the Seller: (i) the replacement of the Goods or the supply of equivalent Goods; (ii) the repair of the Goods; (iii) the payment of the cost replacing the Goods or of acquiring equivalent Goods; or (iv) the payment of having the Goods repaired: (2) in the case of services any one of the following as determined by the Seller: (i) the supply of services again; or (ii) the payment of the cost of having the services supplied again.
13. The Customer acknowledges that it has not relied upon any representation made by the Seller which has not been stated expressly in these Terms and Conditions. Any representation, advice, recommendation, information or assistance provided by the Seller in relation to Goods and/or Services supplied or their use or application must not be relied upon by the Customer and the Customer acknowledges that is the responsibility of the Customer to satisfy itself as to the appropriate use or application of Goods and/or Services are suitable for any particular purpose. The Customer indemnifies the Seller against all Loss incurred by the Seller in connection with any act or omission of the Customer including, but not limited to, negligence of the Customer or any unauthorised representation made or warranty given by the Customer in connection with the Goods and/or Services.
14. It is an event of termination if: (1) the Customer breaches or fails to observe any of the terms of these Terms and Conditions; (2) the Customer trades outside the terms and conditions of the Customer's credit facilities (if any); (3) the Customer becomes insolvent, the Customer enters into bankruptcy or the seller notifies in writing the Customer of its view that the Customer is in financial difficulties; (4) an administrator or receiver is appointed over all or any of the business undertaking of the Customer or the Customer is served with a statutory demand pursuant to the Corporations Law; or any guarantor of the Customer's indebtedness to the Seller revokes its guarantee.
15. If an event of termination as specified in clause 14 occurs the Seller will have an immediate right to possession of goods held by the Customer and all amounts owing by the Customer in respect of the Products together with all other debts owing by the Customer to the Seller will become due and payable and must be paid by the Customer on demand by the Seller. Further, the Seller will be entitled (without prejudice to any other right or remedy provided under these Terms and Conditions or otherwise) to do any one or more of the following: (1) suspend indefinitely all further deliveries of Goods and/or Services in respect of the Order or any other Orders being processed for delivery and cancel any Order or refuse to accept any further Orders; (2) cancel any credit facility provided to the Customer; (3) require the return of all Goods where property in, and ownership of, has not passed in accordance with clause 7; and terminate the Contract by written notice to the Customer. The Seller will not be liable for any Loss (including Loss arising from negligence) suffered by the Customer as a result of the seller taking any action under this clause.
16. The Seller will not be liable for any Loss incurred as a result of delay or failure to observe any of these Terms and Conditions due to an event of force majeure, being any cause or circumstance beyond the Seller's control, or due to any failure or delay in performance caused by lack of production capacity, manufacturing machinery breakdown, failure of supply by suppliers of the Seller, shortage of raw materials or components, any strikes, floods, lockouts, labour disputes, fires, acts of God or public enemy, malicious or accidental damage, delays in transport, or restrictions or prohibitions by any government or any semi-government authorities or embargoes. During the continuance of an event of force majeure or an event described in this clause the Seller's obligations under these Terms and Conditions will be suspended and will resume as soon as the cause or circumstance has ceased effect.

17. The Customer is not entitled to withhold any moneys due and payable under the banner of retention or warranty unless agreed in writing with the Seller prior to commencement of works. Where the Customer is granted condition to withhold Retention's or Warranties, all moneys withheld must be placed in a trust account. Any interest income offset by charges will be jointly shared between the Seller and the Customer. The Seller, by giving 2 days notice to the Customer, is entitled to request the Customer's to provide evidence of this trust account.
  
18. All notices to be given by any party under these Terms and Conditions must be in writing and may be given to the other party by hand delivery, prepaid post, Email, SMS, or facsimile addressed to the other party at its last known address or facsimile number or as specified by the other party. Any notice given under these Terms and Conditions will be deemed to have been received by the person to whom it was sent in the case of hand delivery, upon delivery; in the case of prepaid post, three days after dispatch; in the case of Email, SMS and facsimile upon completion of the transmission. These Terms and Conditions are governed by and must be construed in accordance with the laws of New South Wales. Additionally, all notices and requests required to be sent to Mirage Doors (Aust) Pty Ltd must be sent to [accounts@amgroup.com](mailto:accounts@amgroup.com)