

GRP AUSTRALIA

TERMS AND CONDITIONS FOR THE SALE OF GOODS FOR QUOTATION AND NON-QUOTATION SALES

1. DEFINITIONS

- a) In these Conditions the following terms shall have the following meanings unless the context shall require otherwise:
- (i) "Default" means a default under clause 12 of these Conditions; and
 - (ii) "Conditions" means these terms and conditions of sale and any written variations by GRP Australia; and
 - (iii) "Goods" means goods, products and materials supplied by GRP Australia to the Purchaser; and
 - (viii) executors; and
 - (ix) "GRP Australia" means Inkstone Unit Trust (ABN 14 661 268 552) Trading as GRP Australia and its successors and assigns; and
 - (x) "Working Documents" shall mean architectural drawings, structural drawings, construction drawings, specifications and reinforcement schedules or other documents together with any variation or site instruction provided by the Purchaser to GRP Australia; and
 - (xi) "Works" shall mean any labour performed and/or services provided by GRP Australia in relation to or in connection with the supply of Goods pursuant to these Conditions.
 - (xii) "PPSA" means the Personal Property Securities Act 2009 (Cth);
- b) The terms "financing statement", "proceeds", "purchase money security interest", "security Agreement", "security interest" and "verification statement" have the respective meanings given to them under, or in the context of, the PPSA;

2. THE CONTRACT

- a) The purchase of Goods and/or the provision of Works by GRP Australia to the Purchaser are governed by these Conditions, unless varied or authorised in writing by GRP Australia.
- c) The entire agreement between GRP Australia and the Purchaser with respect to the purchase of Goods and/or the provision of Works is:
- (i) These Conditions; and
 - (ii) Any other terms and conditions which are imposed by law and cannot be excluded, and all prior negotiations, proposals and correspondence are superseded by these Conditions.

3. GRP AUSTRALIA QUOTATIONS

- a) A quotation is not an offer by GRP Australia. GRP Australia may withdraw or alter the quotation at any time without notice.
- b) Unless GRP Australia withdraws the quotation, the quotation is valid for the period stated in it, or if no period is stated, for 30 days after the date of the quotation.
- c) Any prices quoted apply only if all the Goods and/or the Works required, included in the quotation, are purchased. If the Purchaser orders part only of the Goods and/or Works quoted, GRP Australia may submit a revised quotation.

4. WORKING DOCUMENTS AND SCHEDULING

- a) Where the Purchaser (or a third party on its behalf) provides Working Documents to GRP Australia for the scheduling or determination of the quantities of goods to be supplied:
- (i) GRP Australia relies strictly on the accuracy of those Working Documents; and
 - (ii) GRP Australia will Endeavor to accurately estimate or schedule the correct quantities of Goods from those Working Documents as best it can, however it shall not be liable for any errors in the estimation or scheduling of the Goods. GRP Australia shall not be liable for the costs of any rectifications of such errors.
- b) GRP Australia takes no responsibility should any Working Documents or other documents provided by or on behalf of the Purchaser breach intellectual property rights of any third party and the Purchaser agrees to indemnify GRP Australia against any such claim by a third party.

5. QUANTITIES

- a) Subject to clause 5(b), GRP AUSTRALIA will use its reasonable endeavours to:
- (i) Supply Goods having the grade of material specified in the Order Acknowledgment (if applicable); and
 - (ii) Ensure that any grade of material as specified in the Order Acknowledgment will, unless otherwise agreed, be in accordance with applicable Australian Standards AS/NZS4671 and/or as detailed in any current, relevant price schedules, product handbooks or other product literature of GRP AUSTRALIA.
- b) Unless otherwise agreed in writing:
- (i) All Goods will be supplied and delivered in accordance with GRP AUSTRALIA standard practice and shall be subject to GRP AUSTRALIA normal tolerances, limitations and variations of the following: dimension, weight, shape, composition, mechanical properties, structure, quality and service conditions;
 - (ii) Any statements made by GRP AUSTRALIA as to weight, length quantity or other characteristics of Goods are approximate, and GRP AUSTRALIA may

- (iv) "GST" means any tax including any additional tax imposed on the supply of or payment for Goods which is imposed or assessed under GST Law.
- (v) "GST Law" means A New Tax System (Goods and Services Tax) Act 1999 (Cth), and all other related and ancillary legislation; and
- (vi) "Order" means an invitation to treat by the Purchaser for the supply of Goods and/or the provision of Works; and
- (vii) "Purchaser" means the purchaser of any Goods or Works and in the case of a company shall include its successors, agents and permitted assigns and in the case of an individual shall include that individual's administrators and

supply Goods on an actual or calculated basis (calculated in accordance with applicable Australian standards); and

- (iii) GRP AUSTRALIA statements as to weight, length, quantity or other characteristics are final (in the absence of manifest error) and will not be contested by the Customer unless the Customer has given GRP AUSTRALIA written notice of any error within 14 days of delivery and a reasonable opportunity to examine and re-test the Goods before they are used or dealt with

6. PRICES AND GST

- a) Unless otherwise stated, all prices quoted by GRP Australia are GST exclusive. In addition to the price for the Goods and/or the provision of Works, the Purchaser must pay to GRP Australia an amount equal to any GST GRP Australia must pay for any supply by GRP Australia under these Conditions.
- b) The Purchaser must pay the amounts pursuant to clause 6(a), without deductions or set off of any other amounts, at the same time and on the same basis as the Purchaser pays the price (or the first part of it if GRP Australia agrees to the Purchaser paying the price in instalments).
- c) If the Purchaser fails to pay the amounts pursuant to clause 6(a) when due, GRP Australia may recover the unpaid amounts from the Purchaser as a debt under these Conditions.
- d) Unless a tax invoice for an amount payable under clause 6(a)(i) has already been provided, GRP Australia must deliver a tax invoice to the Purchaser within 14 days after receiving such payment.
- e) Prices quoted are those ruling at the date of issue of the quotation and are subject to adjustment (in the absolute discretion of GRP Australia) for any variation in; and
- f) The costs of labour material or transport; and
 - g) Exchange rates, customs duty freight or insurance; and
 - h) Suppliers prices; and
 - i) The amount of Works required to produce the Goods due to a variation in specification approved by the parties; and
 - j) Any other charges affecting the cost of production.
 - k) If GRP Australia suspends Works on any order due to the Purchaser's instructions or lack of instructions, GRP Australia may (in its absolute discretion) increase the quoted price to cover any extra expenses or costs incurred.

7. PAYMENT

- a) Where the Order includes custom or non-stock Goods, the Purchaser must pay 30% of the total purchase price of the Goods at the time of placing an Order or on acceptance of the Quotation.
- b) Unless otherwise agreed the remaining purchase price shall be due and payable by the Purchaser prior to delivery or collection by the Purchaser.
- c) Where the Purchaser has an approved credit account with GRP Australia, the Purchaser shall pay the remaining amounts due within 30 days of the invoice date.

8. DELIVERY

- a) GRP Australia accepts no responsibility or duty to deliver, however it may elect to arrange delivery at its absolute discretion, at the Purchaser's cost and risk in all things.
- b) If the quoted price from GRP Australia, for the supply of Goods, is an "ex factory" price, GRP Australia shall deliver the Goods to the Purchaser at the premises of GRP Australia.
- c) If the quoted price from GRP Australia, for the supply of Goods, is an "as delivered" price, GRP Australia shall deliver the Goods to the Purchaser pursuant to clause 8(d).
- d) Where GRP Australia does deliver the Goods and/or Works to the Purchaser:
- (i) The Purchaser shall nominate the site for delivery in writing to GRP Australia prior to the delivery of the Goods; and
 - (ii) The Purchaser will ensure that an area is available which complies with all applicable Occupational Health and Safety and Welfare Legislation; and
 - (iii) GRP Australia shall satisfy its obligation by delivering the Goods on a truck at a curb or site adjacent to the Purchaser's job store or site
 - (iv) The Purchaser shall ensure that there is suitable means at the delivery site that meets Occupational Health and safety standards for the unloading of the goods.

- e) All delivery dates and times are only an estimate. GRP Australia is not liable to the Purchaser for any loss or damage (including consequential loss or damages) arising from late delivery.
- f) Where the Purchaser does not accept delivery of Goods or allow provision of the Works which it has ordered from GRP Australia, when the Goods are ready for delivery or when the Works are to be provided by GRP Australia, the Purchaser shall be liable for additional charges at GRP Australia's current rates for storage and/or double handling.
- g) The Purchaser must ensure that a representative of it is available at the time of delivery to acknowledge delivery by signing the delivery receipt. If a representative of the Purchaser is not in attendance when the Goods are delivered, GRP Australia reserves the right to unload the Goods at that time.
- h) The Purchaser shall only be able to make any claim or demand on GRP Australia in respect of any shortages or inaccuracies in the goods delivered if, and only if, GRP Australia is so notified in writing within 24 hours of delivery or collection of the Goods.
- i) GRP Australia will Endeavor to rectify any inaccuracies or shortages as soon as possible after being notified in writing pursuant to clause 8(i) but will not be responsible for any loss or damage resulting from the shortage or inaccuracy.
- j) GRP Australia will not be responsible for any claim from the Purchaser arising from or in any way relating to the unloading of the Goods.
- k) GRP Australia may, in its absolute discretion, charge the Purchaser for any frustrated delivery to cover GRP Australia's cost of attempts to deliver.
- l) Unless agreed in writing to the contrary, GRP Australia reserves the right to make part deliveries of any Order. A failure by GRP Australia to make delivery of the entire Order shall not invalidate the Purchaser's Order. If GRP Australia only delivers part of the Goods which are ordered by the Purchaser, GRP Australia shall still be entitled to invoice the Purchaser for those Goods delivered.
- m) In the event of GRP Australia or its officers, agents or employees entering upon any property at the actual or implied request of the Purchaser, GRP Australia will not accept any responsibility for any damages suffered by the Purchaser or Purchaser's officers, agents or employees or to the Purchaser's property.
- n) In the event that a vehicle engaged in the delivery of Goods to the Purchaser's property is disabled due to the condition of the Purchaser's property, the Purchaser shall be liable for the cost of the salvage of the vehicle.
- o) The Purchaser shall indemnify GRP Australia and keep GRP Australia indemnified against any loss or damage suffered by GRP Australia or as a consequence of GRP Australia becoming liable to any third party directly or indirectly as a result of GRP Australia or its officers, agents or employees entering any property at the actual or implied request of the Purchaser or unloading the Goods.

9. RISK AND LEGAL TITLE

- a) Title and risk in the Goods shall pass to the Purchaser on the occurrence of either delivery of the Goods to the Purchaser or the collection of the Goods by the Purchaser. However title in the Goods shall not pass to the Purchaser until full payment is received by GRP Australia for the Goods and any other goods sold to the Purchaser by GRP Australia and until all cheques and other instruments are honoured or met in full;
- b) If the Goods are in the possession of the Purchaser at any time prior to the title therein passing to the Purchaser, the Purchaser shall retain the Goods in a good and merchantable condition until the Goods are either paid for or collected, as a bailee only.
- c) The Purchaser shall in all cases be responsible for the payment of any insurance in respect of the Goods and in the event of GRP Australia contracting for any such insurance the Purchaser will reimburse on demand the cost of the relevant insurance premium to GRP Australia.
- d) Until full payment is received by GRP Australia the Purchaser shall be deemed to be a bailee of the Goods for and on behalf of GRP Australia and GRP Australia shall be entitled to all rights and remedies of a bailor.
- e) Where the Purchaser purports to sell Goods to which the Purchaser does not have title, or otherwise deals with any interest in the Goods in any form to a third party (including when the Goods have been mixed with other Goods by manufacturing or otherwise), the Purchaser does so solely as trustee for GRP Australia and the Purchaser shall receive proceeds of those Goods, as trustee for GRP Australia and on its account shall keep such proceeds in a separate account.

10. WARRANTIES AND LIMITATION OF LIABILITY

- a) To the extent permitted by law these Conditions expressly exclude every warranty, condition liability or representation concerning the Goods or Works.
- b) The liability of GRP Australia and its employees or agents for a breach of any warranty or liability which cannot be excluded restricted or modified by law, is limited, at GRP Australia's option, to:
 - (i) In the case of Goods, any one or more of the following:
 - a) the replacement of the relevant Goods or supply of equivalent Goods; or
 - b) the repair of the Goods; or
 - c) subject to the prior agreement of GRP Australia and the Purchaser, the payment of the costs of replacing the Goods or the payment of having the Goods repaired.
 - (ii) In the case of Works:
 - a) the supplying of the Works again; or
 - b) the payment of the cost of having the relevant Works provided again.
 - c) to the extent permitted by law, GRP Australia, its employees or agents shall not be liable for any loss or damage (including any consequential or special loss or damage) of any kind whatever, even if due to the negligence of GRP Australia, its employees or agents.

- d) except as required by law, GRP Australia will not be obliged to accept Goods returned for any reason.
- e) the Purchaser indemnifies GRP Australia its employees and agents from every liability, loss, damage, cost or expense directly or indirectly incurred or suffered by GRP Australia caused by or contributed to by any of the following:
 - f) GRP Australia complying with any instruction of the Purchaser about the Goods; and
 - (iii) The Purchaser's failure to:
 - a) comply with any law about the Goods or their use; and
 - b) take reasonable precaution to detect any matters in relation to which GRP Australia may become liable in any way (for example, under Part VA of the Trade Practices Act 1974 (Cth); and
 - c) take any reasonable precaution to bring to the attention of any potential users of the Goods any dangers associated with the Goods.
 - (iv) the use or operation of the Goods by the Purchaser; or
 - (v) any negligence or breach of duty by the Purchaser of these Conditions.

11. DEFAULT

- a) The Purchaser shall be in default under these Conditions, where:
 - (i) the Purchaser fails for any reason to pay any monies when due to GRP Australia, or
 - (ii) the Purchaser fails to perform any of its obligations under these Conditions, or
 - (iii) the Purchaser exceeds the limit of any credit account with GRP Australia; or
 - (iv) Any of the assets of the Purchaser are subject to a warrant of execution or similar for more than seven days after its levy or issue; and
 - (v) The Purchaser suspends payment of its debts or is presumed to be insolvent within the meaning of the Corporations Act 2001 (Cth) or enters or proposes to enter into any arrangement, scheme or composition with its creditors or ceases or threatens to cease carrying on business or is wound up or suffers the appointment of any external administration.
- a) In the case of an event of a Default by the Purchaser, the Purchaser shall be in breach of these Conditions and GRP Australia shall be entitled to do any one or more of the following:
 - (i) treat the whole of these Conditions as repudiated; and
 - (ii) refuse to supply the Goods or provide the Works to the Purchaser; and
 - (iii) treat any other contract between itself and the Purchaser as repudiated; and
- b) Claim return of any Goods in the possession of the Purchaser where title has not passed to the Purchaser, pursuant to clause 9; and
- c) Seek indemnity from the Purchaser for GRP Australia's legal costs, fees, charges, expenses and outgoings on a solicitor and own client basis flowing from a Default.
- d) The Guarantor(s) hereby charge all their real and personal property for the Company's indebtedness to GRP Australia

12. FORCE MAJEURE

- a) If GRP Australia is prevented (directly or indirectly) from supplying the Goods or providing the Works or any part thereof by reason of acts of God, strikes, lockouts, trade disputes, fire, breakdowns, delay in the manufacture of the Goods for any reason
- b) Whatsoever, interruption of transport, government action, non-delivery of raw material or any cause whatsoever (whether or not like of nature to those specified above) outside its control, GRP Australia shall be under no liability whatsoever to the Purchaser and GRP Australia shall be entitled, in its absolute discretion, to give notice to the Purchaser to either to cancel the contract or to extend the time for the performance by GRP Australia of its obligations.

13. NOTICE

- a) A notice, consent or other communication under these Conditions is only effective if it is writing, signed and either left at either the addressee's address or sent to the address by mail or fax or emailed to the addressee's email address. If it is sent by mail, it is taken to have been received 5 working days after it is posted. If it is sent by fax or email, it is taken to have been received when the addressee receives in full and in legible form.
- b) A person's address and email address are those set out in the quotation. GRP Australia may send a notice to the Purchaser's last known address.

14. GOVERNING LAW

- a) These Conditions shall be governed by the laws of the State of Queensland and the parties submit to the non- exclusive jurisdiction of the courts of that State.

15. NO ASSIGNMENT

- a) The Purchaser must not assign its benefits or obligations under these Conditions without the prior consent in writing of GRP Australia

16. NO WAIVER

- a) A party waiver's a right relating to these Conditions only by notice to the other party that it waives that right.
- b) A single or partial exercise or waiver of a right relating to these Conditions will not prevent any other exercise of that right or any other right.

17. SEVERANCE

- a) If a provision of these Conditions would, but for this clause, be unenforceable:
 - (i) the provision must be read down to the extent necessary to avoid that result; and
 - (ii) if the provision cannot be read down to that extent, it must be served without effecting the validity and enforceability of the remainder of these Conditions.