

GENERAL

All Purchases of Goods and Services are supplied to the Purchasers on the following Terms and Conditions. No person employed by or acting as an agent of Reozone or purporting to do so has authority to supply Goods or Services on any other terms and conditions or to vary these Terms and Conditions in any way whatsoever unless authorised in writing by Reozone.

1. DEFINITIONS

1.1 In these Terms and Conditions:

- (a) **Contract** means the contract created in accordance with clause 4;
- (b) **Delivery Offer** means the delivery offer, which sets out the terms and conditions on which Reozone delivers Goods, and which is available on request by Reozone.
- (c) **Drop Location** means a location as close as reasonably possible to the requested delivery location.
- (d) **Goods** means goods, products, materials and services supplied by Reozone under the Contract;
- (e) **Reozone** means Reozone Pty Ltd ACN 141 459 127 trading as Reozone;
- (f) **Purchaser** means the person or company that agrees to purchase the Goods or Services;
- (g) **Guarantor** means the person(s) or entity who agrees to be liable for the debts of the purchaser;
- (h) **Quotation** means a quote for Good and/or Services issued to the Purchaser by Reozone;
- (i) **Working Documents** means architectural drawings, structural drawings, constructions drawings, specifications and reinforcement schedules or other documents together with any variation or site instruction;
- (j) **Services** means any labour performed and/or works provided by Reozone under the contract (whether or not a fee is charged for such labour and/or services), including but not limited to estimating, scheduling, re-scheduling, detailing, prefabrication, project management, steel fixing and administrative services;
- (k) **We/Us/Our** means Reozone
- (l) **Writing** means hard copy, signed by a person authorised in writing, or electronic, transmitted by a person authorised in writing.
- (m) **You/Your** means the Purchaser

2. QUANTITIES

- 2.1 Generally, the steel mass of the steel reinforcing Goods supplied will be within the tolerances permitted by Australian Standards AS/NZS4671, AS3600, AS5100, AS2870, AS2327 and AS/NZS1100.
- 2.2 When calculating the mass of steel reinforcing Goods, Reozone will make calculations on a per metre basis in accordance with AS/NZS4641. Reozone will make an allowance for manufacturing tolerances onto the calculated nominal mass to cover rolling variations and other costs.
- 2.3 Calculations with respect to the length of steel reinforcing will be made in accordance with AS/NZS1100 Part 501.
- 2.4 Unless the Quotation states that the price is a lump sum, the price in the Quotation is based on estimated quantities of Goods and Services as applicable. Estimated quantities are to be used as a guide only for budgeting purposes.
- 2.5 Unless the price is a lump sum, the Purchaser is liable to pay for the actual quantity of Goods and the quantum of the Services necessary for Reozone to perform its obligations. Other than a lump sum price, any adjustment in the actual price compared to the quoted price will reflect the increase or decrease of the Goods and/or Services or Works actually supplied or provided.
- 2.6 Guaranteed tonnages provided by PT contractors are not the responsibility of Reozone. It is the clients' duty of care to conduct their own QS allowance for the project. The determination of all inclusions and exclusions from the PT contractors guaranteed tonnage is the responsibility of the client. Final sign off by the structural engineer on each level voids Reozone from any quantity investigation during or at the end of the project.

3. QUOTATIONS AND PRICING

- 3.1 Reozone may at any time and at its absolute discretion accept or reject in whole or in part any request from the Purchaser for a Quotation.
- 3.2 A Quotation is valid for a period of 30 days from the date of the Quotation and will automatically expire unless Reozone specifies otherwise in writing. Prior to acceptance, any Quotation may be withdrawn earlier in writing from Reozone at its absolute discretion.
- 3.3 Reozone reserves the right to withdraw, change or re-submit a new Quotation upon automatic expiry of the earlier Quotation.
- 3.4 In the event of variations in the price or availability of materials on the market or changes to the costs of storage, taxes, transport or other inputs, Reozone reserves the right to revise the pricing in the Contract for the whole or any part of the Contract if;
 - (a) supply of the quoted Goods and/or Services does not start within 30 days after the date of the written order acknowledgement.
 - (b) supply under the Contract is stopped or suspended for more than 30 days.
 - (c) supply under the Contract is changed in any way before, during or after commencement of supply, including but not limited to re-design of the project, the start date of the supply, the completion date of supply and the agreed rate of supply of Goods and/or Services.
 - (d) supply under the Contract has not been completed within 6 months of the date of the Quotation.
- 3.5 The price quoted is subject to the Purchaser ordering the whole quantity of the Goods and/or Services described in the Quotation. If the Purchaser orders less than the whole quantity of Goods and/or Services specified in the Quotation, then Reozone reserves the right to revise the pricing for such Goods and/or Services.
- 3.6 Unless otherwise agreed in writing, the price charged for the Goods and/or Services is the price applying on the Quote, if given, or at the date of dispatch. Any price indications or price lists are subject to alteration in accordance with these Terms and Conditions.
- 3.7 All amounts shown in Reozone quotations and invoices may be rounded up or down to the nearest multiple of 10 cents.

4. THE CONTRACT

- 4.1 An order or offer to purchase Goods and/or Services can be made by the Purchaser in writing or orally.
- 4.2 An order or offer made either in writing or orally by the Purchaser does not constitute a binding contract until Reozone has accepted such order or offer in accordance with these Terms and Conditions.
- 4.3 An order or offer made either in writing or conduct by the Purchaser is accepted by Reozone only if Reozone:
 - (a) formally accepts the order by written acknowledgement; or
 - (b) delivers the ordered Goods and/or Works described in the order or offer, whichever occurs first.
- 4.4 Reozone may at any time and at its absolute discretion accept or reject part or all of any order or offer made by the Purchaser.
- 4.5 The Purchaser is not entitled to cancel or change part or all of any order or offer after acceptance by Reozone, unless Reozone approves in writing.
- 4.6 The Contract, when created, is wholly documented by (in descending order of precedence):
 - (a) any specific terms agreed by the parties;
 - (b) the Quotation (if applicable);
 - (c) these Terms and Conditions;
 - (d) the relevant Working Documents;
 - (e) the applicable Delivery Offer;
 - (f) the credit terms applying to the Purchaser (if applicable).
- 4.7 Previous dealings between Reozone and the Purchaser have no effect on the Contract.

4.8 Trade custom/usage is superseded by the Contract and is not applicable in interpretation of the Contract.

4.9 The Contract constitutes the entire agreement between Reozone and the Purchaser with respect to the Goods supplied or Services provided under the Contract and all prior negotiations, proposals and correspondence are superseded by that Contract.

5. VARIATIONS

5.1 Except as otherwise expressly permitted by this Contract, no variation of the Contract is effective unless it is agreed to by both parties in writing.

5.2 In the event there is an increase in our costs of supply after we issue a quotation, we may reissue the Purchaser with a replacement quotation reflecting those new prices or charges (unless our earlier quote was for a fixed price). The Purchaser may cancel the contract by providing us with seven days' notice.

6. CHARGE

6.1 I/We declare that in consideration of Reozone having agreed to or agreeing to sell goods or to extend credit to the purchaser(s), the purchaser(s) jointly and severally charge (as beneficial owner(s)) all freehold and leasehold interest in land and in any assets that the purchaser(s) now or during the course of the agreement acquire. The purchaser(s) consent to Reozone lodging a caveat or caveats noting its interest pursuant to such charge.

6.2 The purchaser(s) jointly and/or severally:

- (a) agree to deliver to Reozone within seven (7) days of written demand a Memorandum of Mortgage in registered form and that any amounts due and payable under this clause, including any debts owed by the purchaser(s) to Reozone, is payable on demand incorporating the covenants contained in Memorandum No Q860000 registered at the Land Titles Office of New South Wales as amended to comply with and reflect any appropriate laws in the jurisdiction(s) where the guarantor(s) and/or the purchaser(s) has any beneficial interest in real and personal property and as amended appropriately to comply with any formal requirements of registration.
- (b) authorise and consent to Reozone taking all actions necessary to give effect to this security including lodgement of a Caveat upon Title of the purchaser(s) real property. The purchaser(s) hereby irrevocably appoint Reozone and any person nominated by Reozone severally the Attorney of the purchaser(s) with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.

7. WARRANTIES AND LIMITATION OF LIABILITY FOR CONSUMERS AND SMALL BUSINESSES UNDER THE AUSTRALIAN CONSUMER LAW

7.1 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- (a) to cancel your service contract with us; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

7.2 You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

7.3 You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

7.4 To the extent permissible under the Australian Consumer Law, our liability for any breach of warranty or guarantee is limited where:

- (c) the Products have received maltreatment or inattention, have been incorrectly or improperly installed or used, have been modified or interfered with by you or a third party; or

- (d) The Products have been improperly used, applied, transported, packaged or stored; or
- (e) other products have been comingled with the Products.

8. WARRANTIES AND LIMITATION OF LIABILITY FOR OTHER PURCHASERS

8.1 To the extent permitted by law, all implied conditions and warranties are excluded.

8.2 To the extent that any implied conditions and warranties cannot be excluded, the Purchaser's sole and exclusive remedy for any loss or damage of any kind, however arising, is limited (where permitted by law) to any one of the following, as determined by Reozone:

In the case of Goods supplied by Reozone pursuant to the Contract:

- (a) the replacement of the Goods or resupply of equivalent Goods; or
- (b) the repair of the Goods; or
- (c) after prior agreement in writing between Reozone and the Purchaser, payment of the cost of replacing or repairing or having the Goods replaced or repaired; or
- (d) reimbursement of some or all amounts paid by the Purchaser in respect of the Goods.

In the case of services supplied by Reozone pursuant to the Contract:

- (e) the provision of the Services again; or
- (f) after prior agreement in writing between Reozone and the Purchaser payment of the cost of having the relevant Services provided again; or
- (g) reimbursement of some or all amounts paid by the Purchaser in respect of the Services.

8.3 Goods which are not manufactured by Reozone are subject solely to the warranties (if any) specified by the manufacturers or the third-party suppliers to Reozone, and the Purchaser acknowledges that, to the extent permitted by law, Reozone gives no warranties beyond the manufacturer's or supplier's warranties.

8.4 The Purchaser acknowledges that Reozone makes no representations or warranties as to the fitness or suitability for any purpose of any of the Goods or Works described in the Quotation or Contract.

8.5 Except as required by law, Reozone is not obliged to accept Goods returned for any reason.

9. INVOICING AND PAYMENT

9.1 Where the Purchaser has an established and approved commercial credit account with Reozone (within the meaning of the *Corporations Act 2001*), the Purchaser must comply with the terms and conditions of that commercial credit account, including payment terms. The Purchaser hereby agrees that Reozone can charge a reasonable administration fee as determined from time to time to cover credit card merchant fees and Reozone's associated overhead or administrative charges on accounts in arrears.

9.2 If the Purchaser has a commercial credit account with Reozone then, unless otherwise agreed in writing:

- (a) Reozone may issue invoices for Goods and Services either:
 - (i) on dispatch/completion of such Goods and/or Services; or
 - (ii) when such Goods and/or Services are delivered; or
 - (iii) when such Goods and/or Services are deemed delivered in accordance with clause 13; and
- (b) the Purchaser must pay all invoices in full and without set-off or deduction by the last business day of the month following the month in which the invoice was issued.

9.3 If the Purchaser does not have a commercial credit account with Reozone then the Purchaser must pay Reozone for the Goods and/or Services at the time it places an order for such Goods and/or Services with Reozone.

9.4 If any payments are not made on time or in full, a breach of this contract will have occurred, and we may in our absolute discretion do any or all of the following:

- (a) Reduce or cancel your credit limit;

- (b) Reduce or cancel any of your current orders which remain unfulfilled;
- (c) Refuse to supply you with further Goods and/or services;
- (d) Require you to pay the entire amount outstanding prior to further Goods being delivered;
- (e) Engage a mercantile agent and/or commence legal proceedings to recover the debt;
- (f) Notify the relevant credit reporting bodies;
- (g) Terminate this agreement in writing.

9.5 If Reozone delivers only part of an order, then it may invoice, and the Purchaser must pay for, that part of the Goods and/or Services delivered or completed, unless otherwise agreed in writing between the parties.

9.6 The Purchaser is not entitled to, and must not demand or hold, any sum on account of retention for completion of the Contract to be performed by Reozone or against any pending or unsecured claim against Reozone. If the Purchaser withholds any money as retention money despite this clause, Reozone reserves the right to withhold further supply under the Contract or any other contract between Reozone and the Purchaser.

10. DEFAULT AND TERMINATION

10.1 If:

- (a) the Purchaser refuses or fails to pay any amounts when due under the Contract; or
- (b) the Purchaser defaults in performing any of its obligations under the Contract; or
- (c) there is an Insolvency Event under Clause 20; or
- (d) the Purchaser is in breach of this contract, then, in addition to and without prejudice to any other rights it has by law, Reozone:
- (e) is entitled to treat the whole of the Contract as repudiated and may immediately terminate the contract;
- (f) may refuse to supply the Goods or provide the Services to the Purchaser;
- (g) is entitled to treat any other contract between Reozone and the Purchaser as repudiated and entitled to be terminated; and
- (h) is entitled to claim return of any Goods in the possession of the Purchaser where title has not passed to the Purchaser.

10.2 If the Purchaser does not pay the amount due on any invoice in full in accordance with these Terms and Conditions, then the Purchaser must pay to us interest charged at the Commonwealth Bank's Benchmark Business Lending Indicator Rate, as published from time to time, plus 2% per annum on the balance of the amount due for the period from and including the due date for payment until the date that payment of the amount due is made in full. The Purchaser hereby agrees and accepts that this is a genuine pre-estimate of our loss.

10.3 The Purchaser agrees to pay any costs, charges and expenses incurred by us in exercising our rights to recover the amount due including but not limited to mercantile agency fees and commission and legal costs on an indemnity basis in bringing debt recovery proceedings or a claim for breach of these Terms and Conditions.

10.4 Subject to clause 10.1, neither party is entitled to terminate, suspend or cancel part or all of the Contract unless the other party has failed to remedy its breach of the Contract within seven (7) days after the first party gives it written notice of such breach.

10.5 If the Purchaser purports to wrongly terminate or rescind part or all of the Contract or if the Purchaser refuses to take delivery of any Goods delivered in accordance with the Contract, Reozone may recover from the Purchaser the total amount of the order placed on Reozone, less any amounts already paid by the Purchaser.

11. MONEY OWING

11.1 A statement in writing as to any amount owing under the Contract by the Purchaser on the date mentioned in such statement is prima facie evidence that such amount is owing.

12. TAX

12.1 Unless otherwise agreed in writing or required by law, all amounts stated in a Quotation or payable under the Contract are calculated or expressed exclusive of GST. If GST is payable, the amount of GST will be specified separately in the relevant documentation.

12.2 If GST is or becomes payable by a supplier in relation to a supply under the Contract, the recipient of that supply must pay to that supplier an amount equal to the GST. An amount payable under this clause 12 must be paid:

- (a) at the same time as the payment of the amount in respect of that supply is due; and
- (b) in addition to the amount payable under the Contract.

12.3 The Purchaser is not obliged to pay any GST unless a valid tax invoice has been issued.

12.4 If the Purchaser fails to pay such GST when due, Reozone may recover it from the Purchaser as a debt under the Contract.

12.5 Any party that becomes aware of the occurrence of any adjustment event in connection with the Contract must notify the other party as soon as possible. The parties must then take whatever steps are necessary and make whatever adjustments are required to ensure that any additional GST, or refund of GST, on that supply is paid no later than 20 business days after the parties first become aware of the adjustment event.

12.6 For the purposes of this clause, any terms used which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given to them in that Act.

13. DELIVERY

13.1 Reozone will deliver the Goods to the Purchaser as follows:

- (a) Reozone reserves the right to arrange transport by any means in its absolute discretion.
- (b) delivery will be made within the Sydney metropolitan area during the normal Working hours of 6.30am – 5pm weekdays or as agreed to in writing or verbally by Reozone to a location agreed by both parties.
- (c) Reozone or its transport contractor will deliver the goods to the requested delivery location as requested by the Purchaser, however, if in the opinion of Reozone or its transport contractor that the Goods cannot be delivered to the requested location, Reozone or its transport contractor will deliver the Goods to the Drop Location. The Goods will be delivered to the Drop Location only if, it is safe or prudent to do so in the opinion of Reozone or its transport contractor. Once delivery occurs, the risk in the Goods passes to the Purchaser when the delivery vehicle arrives at the Drop Location.
- (d) the unloading of goods at the Drop Location is the purchaser's responsibility at its own cost and risk but the supplier or its transport contractor may, without liability to Reozone, unload the Goods at the Drop Location if the purchaser requests the supplier to do so or is absent from the Drop Location at the time the supplier or its transport contractor wishes to unload and the purchaser releases and forever discharges Reozone and its transport contractor from and against any claim, cause of action or liability arising out of the unloading of Goods at the Drop Location.
- (e) where the purchaser attends Reozone's premises to acquire Goods, Reozone may in its discretion:
 - (i) deliver the Goods into or onto the Purchaser's vehicle in which case risk in the Goods passes to the Purchaser and delivery is effected when the Goods are set down in or on the Purchaser's vehicle; or
 - (ii) deliver the Goods by setting them down alongside the Purchaser's vehicle in which case risk in the Goods passes to the Purchaser and delivery is effected when the Goods are set down alongside the Purchaser's vehicle notwithstanding that the Supplier's staff may, on request, assist the Purchaser to load the Goods into or onto the Purchaser's vehicle.

13.2 Where Reozone or its transport contractor enters the Purchaser's premises or the premises of a third party nominated by the Purchaser as a delivery point or Drop Location, the Purchaser;

- (a) must ensure the premises is safe, accessible, complies with all of the relevant occupational health and safety laws and is properly insured.
- (b) releases Reozone from any claim the Purchaser may at any time have had against Reozone but for this release in respect of damage occasioned to the Purchaser's premises or injury to persons arising out of the delivery by Reozone or its transport contractor of Goods to such premises; and
- (c) indemnifies Reozone for any loss, damage or liability suffered or incurred by Reozone in respect of damages occasioned to the third

party's premises or injury to persons arising out of the delivery by Reozone or its transport contractor of Goods to the premises of the third party except for and to the extent that such loss, damage or liability suffered or incurred by Reozone arises out of the negligence or carelessness of Reozone or its transport contractor.

- 13.3 A statement on an invoice or delivery docket given to the Purchaser by Reozone as to the quantity, description, date and place of delivery of Goods will, as between Reozone and the Purchaser, be a conclusive statement and will bind the parties for all purposes.
- 13.4 If the Purchaser does not advise Reozone in writing of any fault, damage or defect in Goods or Services or failure of Goods or Services to comply with the terms of a contract made pursuant to these Conditions within 48 hours of delivery:
- the Purchaser is deemed to have accepted the Goods and Services and is deemed to agree that the Goods or Services are not faulty, damaged or defective and comply with a contract made pursuant to these terms and Conditions; and,
 - the Purchaser releases and discharges Reozone from and against any claims, actions, loss or liability relating to any fault, damage or defect in the Goods or Services or any failure of the Goods or Services to comply with a contract made pursuant to these Conditions.
- 13.5 If the Purchaser advises Reozone in writing of a fault, damage or defect in Goods or Services or a failure of Goods or Services to comply with the terms of a contract made pursuant to these Conditions within 48 hours of delivery then Reozone will, if in its opinion the Purchaser's advice is reasonable and the Purchaser has not used the Goods, replace or rectify the Goods or Services that appear to be faulty, damaged or defective or not in compliance with the terms of a contract made pursuant to these Conditions and Reozone will have no additional liability to the Purchaser.
- 13.6 Goods are not damaged or defective by reason only of the presence of rust, mill scale or rolling seams except as provided for in AS3600.
- 13.7 Unless otherwise agreed by Reozone and the Purchaser in writing, Reozone will bundle or package Goods the subject of an order in its discretion and the Purchaser releases and forever discharges Reozone from any liability or claim arising out of such bundling or packaging by Reozone.
- 14. RISK**
- 14.1 Risk in the Goods passes to the Purchaser on:
- delivery of the Goods to the Purchaser; or
 - deemed delivery of the Goods to the Purchaser in accordance with clause 13, whichever occurs first.
- 14.2 Reozone will not be responsible for any claim from the Purchaser arising from or in any way relating to the unloading of the Goods at the Drop Location.
- 14.3 If Reozone's officers, agents or employees enter upon any property at the actual or implied request of the Purchaser, to the extent permitted by law, Reozone accepts no responsibility for any damage suffered by the Purchaser or the Purchaser's officers, agents or employees or to the Purchaser's property as a result of or in connection with Reozone's officers, agents or employees entering such property.
- 14.4 If a vehicle engaged in the delivery of Goods to the Purchaser's property is disabled or damaged due to the condition of the Purchaser's property at the Drop Location, the Purchaser is liable for the cost of salvage of or repair to the vehicle. To the extent permitted by law, the Purchaser indemnifies Reozone and keeps Reozone indemnified against any loss or damage suffered by Reozone or as a consequence of Reozone becoming liable to any third party directly or indirectly as a result of Reozone's officers, agents or employees entering any property at the actual or the implied request of the Purchaser or unloading the Goods.

15. LEGAL TITLE AND RELATED MATTERS

- 15.1 Property in and ownership of the Goods shall not pass to you until payment of the invoice amount due and any other amounts owing to us by you from time to time have all been paid in full.

- 15.2 We retain equitable and legal title in the Goods, and you take custody of our Goods and retain them on trust as our fiduciary agent until title has passed to you.
- 15.3 You must store our Goods safely and separately in a manner which clearly identifies such Goods as our property and must not remove, deface or obliterate any identifying mark, code or number on any of the Goods until title has passed to you.
- 15.4 If you sell or on-supply any Goods prior to paying the invoice amount due and any other outstanding amounts owing to us by you from time to time, you hereby acknowledge that you are holding all proceeds of such sale or on-supply on trust for us as our fiduciary agent until your liability to us is fully and finally discharged.
- 15.5 Upon demand you will immediately return the Goods to us and/or allow us, our employees or agents to enter upon any premises where the Goods have been stored (or where we suspect the Goods have been stored) to recover those Goods.
- 15.6 You hereby indemnify us from and against any liability to any third party in respect of any claims, actions, proceedings, demands, costs, damages and loss arising from us exercising our rights under this clause.
- 15.7 If the Purchaser uses the Goods in some manufacturing or construction process of its own or some third party, then the Purchaser holds such part of the proceeds of such manufacturing or construction process as related to the Goods on trust for Reozone. Such part is deemed to equal in dollar terms the amount owing by the Purchaser to Reozone at the time of the receipt of such proceeds. The Purchaser must keep that part of the proceeds separate and on trust for Reozone and not mix those proceeds with any other monies. Notwithstanding the above, the Purchaser is still required to pay Reozone for Goods already delivered and for Goods manufactured or ordered to specification and not yet delivered.

16. RESALE

- 16.1 The Purchaser agrees that it will not re-supply the Goods supplied to it by Reozone without Reozone's prior written consent, which Reozone may withhold at its absolute discretion.

17. FORCE MAJEURE

- 17.1 Reozone will not be liable to the Purchaser for any loss incurred by the Purchaser as a result of any delay or failure to make any supply of Goods or Services, being prevented (directly or indirectly) from supplying the Goods or providing the Works or any part thereof or being unable to observe any of these Conditions due to an event of *force majeure*.
- 17.2 *Force majeure* includes any cause or circumstance beyond Reozone's reasonable control, including but not limited to, any lack of production capacity or raw materials, non-delivery of raw material or products, failure of Reozone's own suppliers to deliver to Reozone any Goods or components of Goods, strikes, lockouts, labour or trade disputes, fires, floods, epidemics and pandemics, delay in the manufacture of the Goods for any reason whatsoever, acts of God or public enemy, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by any government or any semi-government authorities or embargoes or any other cause whatsoever outside its control (whether or not of a like nature to those specified above).
- 17.3 During the continuance of an event or *force majeure* Reozone's obligations under these Conditions will be suspended and Reozone is entitled, at its discretion, to give notice to the Purchaser, either to cancel the Contract or to extend the time for its performance.

18. SHORTAGES, DEFECTS, FAILURE OF, OR DELAY IN SUPPLY

- 18.1 The Purchaser hereby agrees to check all Goods received immediately upon unloading at their destination and all Services immediately upon completion. No claim by the Purchaser for shortages or improper or defective or damaged Goods, or defective or improper Works/Services will be recognised by Reozone unless notified to Reozone within forty-eight (48) hours of delivery or performance.
- 18.2 Reozone will endeavour to rectify inaccuracies or short supply within forty-eight (48) hours of notification, but will not be responsible for any

loss or damage (including consequential loss) however caused arising out of or resulting from such inaccuracies or short supply.

18.3 If, due to any cause whatsoever, Reozone is unable to supply any part of the Contract by the nominated delivery date or at all, it is entitled, at its option:

- (a) to supply to the Purchaser similar Goods and/or Services which in the opinion of Reozone are an appropriate substitute without prior reference to the Purchaser; or
- (b) not to supply part or all of the Goods and/or Services; or
- (c) delay supply of part or all of the Goods and/or Services.

19. DISPUTE RESOLUTION

19.1 Except for legal action with respect to any unpaid invoice(s), in the event there is a dispute or disagreement between Reozone and the Purchaser arising in any way from or in relation to the Contract, then Reozone and the Purchaser must use their reasonable endeavours to resolve such dispute quickly and amicably between senior representatives of Reozone and the Purchaser.

19.2 Nothing in this clause prevents a party seeking urgent interlocutory relief from a court or requires that party to participate in informal resolution processes for longer than 30 days after a dispute has arisen.

20. INSOLVENCY EVENT

20.1 Any of the following events are taken to be an Insolvency Event:

- (a) an application or order is made, a resolution is passed or proposed, or other steps are taken for the winding up, dissolution, official management or voluntary administration of a customer;
- (b) the Purchaser enters into any arrangement, composition or assignment for the benefit of its creditors or any class of them;
- (c) a receiver, a receiver and manager, administrator or other officer is appointed to the Purchaser or any part of its property;
- (d) a third party attempts to levy execution against the Purchaser's property or the Goods;
- (e) the Purchaser ceases, suspends or threatens to cease or suspend the conduct of its business or disposes of or threatens to dispose of its assets other than in the ordinary course of business;
- (f) the Purchaser commits or is deemed to have committed an act of insolvency or stops or suspends payment of its debts;
- (g) in the case of the Purchaser being a natural person, the customer commits an act of bankruptcy;
- (h) we of the view, acting reasonably, that any of the above will or are likely to occur.

20.2 If an Insolvency Event occurs, we may terminate any and all contracts with the Purchaser, suspend, revoke or reduce credit extended to the Purchaser, withhold further deliveries of any Goods, cancel any pending orders, enter onto the Purchaser's premises and recover our Goods, and refuse the further supply of any Goods. This clause does not limit or otherwise prejudice any other rights we may have.

20.3 The Purchaser hereby indemnifies us from and against all losses, costs and disbursements including legal costs on an indemnity basis or any liability to any third party incurred in exercising our rights under this clause.

21. UPDATING TERMS AND CONDITIONS

21.1 We may update our Terms and Conditions from time to time. We will publish our updated Terms and Conditions on our website at www.reozone.com.au and notify you by email that there has been a change.

21.2 If no email address is given or an email is returned undeliverable, we will send you by ordinary mail either a copy of the updated Terms and Conditions or written notice of the change and a link to our website.

21.3 By placing a written or oral Purchase Order for our Goods and/or Services after we have updated our Terms and Conditions you confirm that you have read and accept such updated terms and conditions.

22. CONFIDENTIALITY

22.1 Reozone and the Purchaser agree that the Contract and any other information furnished by one party to the other pursuant to the Contract

is and remains confidential between the parties and the parties must not disclose the same, or permit or cause the same to be disclosed, either directly or indirectly, to any third party unless:

- (a) prior approval in writing has been obtained from the other party;
- (b) disclosure is required by law or;
- (c) the information is in the public domain prior to the disclosure by the party.

22.2 The expression "any third party" does not include the financial or legal advisers of a party or a related body corporate of a party.

23. EXTRAS

23.1 Unless noted in the Quotation, the price quoted does not include items such as: tie wire; bar chairs; threading and/or screwing; saw cutting; mechanical splices; welding of any nature; blacksmithing; press work; butt welding; assembly of goods; supply and location of lifting hooks, slings and cradles; supply of bars exceeding lengths of ten metres or exceeding diameter of 36mm; delivery of oversized loads or provision of vehicle escorts; brickwork reinforcing and holding down bolts; galvanizing; on-site scheduling; product containers; steel fixing; on-site accommodation; provision of traffic control; or such other items as specified in the Quotation as being excluded.

23.2 Where the Quotation states that prefabricated elements, such as reinforcing elements or cages, manufactured items and steel fixing are included, unless expressly stated otherwise the quoted price does not include the cost of or associated with lifting or lowering to position on site; site scaffolding; supply and welding of lifting points; or site welding.

23.3 The Purchaser is responsible for the design and location of any required lifting and/or support items at the Purchaser's site.

23.4 Reozone is not liable for the design, lifting and/or positioning of any prefabricated elements at the Purchaser's site, including but not limited to manually tied and/or welded components.

24. WORKS

24.1 Unless expressly stated in a Quotation, the prices, fees or rates quoted do not include any Services.

24.2 Reozone reserves the right to charge for any or all Works.

24.3 Where Reozone has agreed to provide Works, the Purchaser must pay Reozone's fees for such Works, if applicable, when such Works have been performed.

24.4 Reozone will use all reasonable endeavours to perform Works in a competent, proper and workmanlike manner and exercising a reasonable standard of skill and diligence, but is not liable for any inaccuracy, error or omission arising from performance of the Works.

24.5 Where a Quotation expressly includes steelfixing and/or prefabrication as part of the Works, the Purchaser must give Reozone 14 (fourteen) days' notice to arrange such steelfixing and/or prefabrication and meet associated health and safety requirements.

25. WORKING DOCUMENTS

25.1 Reozone accepts no responsibility for the correctness of Working Documents prepared by the Purchaser or a third party.

25.2 Unless otherwise agreed, the Purchaser must deliver all Working Documents without charge to Reozone in a timely manner.

25.3 Where the Purchaser submits electronic copies of Working Documents to Reozone, then Reozone reserves the right to charge for the printing costs associated with those Working Documents.

25.4 Should errors occur as a result of Working Documents prepared by the Purchaser or a third party, the Purchaser is liable for the cost of rectification.

25.5 All Working Documents will remain in the custody and control of Reozone.

25.6 A Quotation does not include any fee for design, detailing, scheduling or re-scheduling of Working Documents to be prepared by Reozone unless stated in the Quotation. The Purchaser must pay Reozone's fees for such services, if applicable, when such Working Documents are prepared.

- 25.7 Reozone will provide only two copies of material processing supply schedules and associated installation location plans.
- 25.8 Reozone reserves the right to schedule distribution steel as detailed in the Working Documents or as otherwise agreed in writing.
- 25.9 Unless authorised in writing, neither the Purchaser nor any third party is authorised to reproduce, adapt or use in any manner whether part or whole any Working Documents prepared by Reozone. Any unauthorised reproduction, adaptation or use may be, among other things, a breach of copyright and actionable by Reozone.
- 25.10 The Purchaser indemnifies Reozone against all claims and all costs, liabilities and expenses incurred by Reozone as a result of or related to any inaccuracy, omission or error in the Working Documents prepared by the Purchaser or a third party or any other documents provided by the Purchaser to Reozone for the purposes of or in the course of the supply of Goods or performance of Works, breaching a third party's intellectual property rights. This clause survives termination or expiry of the Contract.