

TYREX SOLUTIONS PTY LIMITED

ABN 25 357 755 451

Terms and Conditions

1. Conditions

- 1.1. Each sale of goods is made upon and subject to these Terms & Conditions of sale and to the exclusion of any other terms and conditions (whether express or implied, oral or written) unless otherwise stated or acknowledged in writing by Tyrex Solutions Pty Limited.
- 1.2. Tyrex Solutions Pty Limited reserves the right to refuse an order.

2. Price

- 2.1. Unless otherwise stated in writing all sales will be invoiced at the prices ruling at the date of delivery.
- 2.2. The price of the goods does not include the cost of the delivery of goods. The cost of delivery shall be charged at the date of invoice.
- 2.3. All deliveries will be done by the courier service employed by Tyrex Solutions Pty Limited from time to time, unless otherwise authorised by Tyrex Solutions Pty Limited.
- 2.4. Any additional packaging required will be applied at the Buyer's request and at the Buyer's expense.
- 2.5. Each delivery of goods whether whole or part only of the goods contracted for shall be deemed a separate contract and be paid for accordingly.

3. Delivery

- 3.1. The responsibility of Tyrex Solutions Pty Limited for delivery ceases at the receiving dock, office or street frontage of the address nominated for delivery.
- 3.2. If the Buyer requests delivery at any other point, it is the Buyer's responsibility to provide adequate and safe access for that purpose and to bear all risks of loss, damage includes damage to the delivery vehicle or injury to persons or property including private or public property premises and vehicles.
- 3.3. The driver of the delivery vehicle may in his or her absolute discretion refuse to proceed beyond the street frontage.
- 3.4. Clauses 3.1, 3.2 and 3.3 are subject to the terms and conditions of the courier service selected by Tyrex Solutions Pty Limited. A link to the terms and conditions of Tyrex Solution's courier service can be found on www.tyrex.com.au.

4. Credit Terms

- 4.1. Tyrex Solutions Pty Limited Terms of Business are strictly 14 days from Date of Invoice, or as approved by Tyrex Solution PTY Limited and where a credit account has been approved.
- 4.2. Tyrex Solutions Pty Limited reserves the right to refuse credit to any client.
- 4.3. Overdue accounts may be charged interest at the interest rate charged by the cash rate published by the Reserve Bank of Australia plus 8.00%, which shall be calculated from the day in which the account becomes overdue.
- 4.4. Companies who exceed their credit terms will be charged interest at an interest rate calculated as the cash rate published by the Reserve Bank of Australia plus 8.00%, which shall be calculated from the day on which the account becomes overdue.

5. Claims

- 5.1. Subject to clause 6, no claims will be recognised in respect of goods after goods have been placed, attached to other goods or incorporated in a structure.
- 5.2. Goods are not returnable except within 30 days of receipt by prior agreement and goods in first condition only will be accepted for return.
- 5.3. Acceptance of goods is subject to Tyrex Solutions Pty Limited's visual inspection.
- 5.4. Inward and outward freight and administration fees where charged is to the Buyer's account.
- 5.5. Any charges/costs incurred as a result of Buyer error or negligence shall be borne by the Buyer.
- 5.6. When goods are delivered and a receipt for the delivery cannot be obtained by the carrier/courier, Tyrex Solutions Pty Limited will not be responsible to meet subsequent claims for shortages.
- 5.7. The Buyer is deemed to have accepted goods on delivery.

6. Consumer Protection

- 6.1. Nothing herein contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting, or modifying the application in relation to the supply of any goods pursuant to the contract of all or any of the provisions of the Competition and Consumer Act 2010 or any relevant Act (hereunder collectively referred to as the 'Acts')) which by law cannot be excluded, restricted or modified.
- 6.2. Provided that to the extent that any of the Acts permits Tyrex Solutions Pty Limited to limit its liability for the breach of any condition or warranty applying under or by the virtue of any of the Acts

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then Tyrex Solutions Pty Limited's liability for any such breach shall be limited to the extent permitted by such Acts and subject thereto.

- 6.3. In the case of goods, such one or more of the following as Tyrex Solutions Pty Limited in its absolute discretion determines:
 - 6.3.1. The replacement of the goods or the supply of equivalent goods;
 - 6.3.2. The repair of goods;
 - 6.3.3. The re-supply of services;
 - 6.3.4. The payment of the cost of replacing the goods or of acquiring equivalent goods;
 - 6.3.5. The payment of the cost of having the goods repaired.
- 6.4. It is the Buyer's responsibility to satisfy itself that the goods are of a description, quality and character suitable for the purpose for which they are purchased or any other purpose and subject to any provision of the Acts to the contrary, Tyrex Solutions Pty Limited shall not be liable in any way whatsoever for any loss or damage (including direct, indirect, special, general or consequential) however so arising from the sale or from the failure of the Buyer to satisfy itself.

7. GST and Other Taxes

- 7.1. In addition to the price specified the Buyer agrees with Tyrex Solutions Pty Limited to pay to Tyrex Solutions Pty Limited any taxes (both Federal & State) imposed upon the supplier under this contract) including but not limited to, a Goods & Services Tax ("GST").
- 7.2. If the GST, or any existing taxes, duties or charges are varied (the Tax charge), during the term of this agreement, the cost of the Tax, or the cost of any increases in taxes, to Tyrex Solutions Pty Limited, will be borne by the Buyer as an increase in the price of the goods; and.
- 7.3. The appropriate GST is payable by the Buyer to Tyrex Solutions Pty Limited with respect to and at the same time as all amounts which become payable by the Buyer to Tyrex Solutions Pty Limited under this Agreement.
- 7.4. For the purpose of the GST Act the ABN for Tyrex Solutions Pty Limited is 25357755451.

8. Force Majeure

- 8.1. The parties shall be excused from the timely performance of obligations under this Agreement where and the extent that any performance is prevented or delayed by any cause beyond the reasonable control of the party concerned including, without limiting the generality of the foregoing:
 - 8.1.1. Any act of God;
 - 8.1.2. Any statutory obligations;
 - 8.1.3. War or civil commotion;
 - 8.1.4. Labour disturbances or strikes; and
 - 8.1.5. Business failure or shut down.

9. Customised Goods

- 9.1. This applies to goods that are customised to the requirements specified by the Buyer, which can no longer be considered to be off the shelf goods, which are those goods ordinarily sold.
- 9.2. This includes but is not limited to modifications to standard products to suit Buyer modifications, and products made as specified by the customer.
- 9.3. Customised goods are not returnable nor can any refund be made, except when required by law.
- 9.4. The Buyer acknowledges that it accepts full liability for quantities ordered by the Buyer and that no variation to quantities ordered can be made.
- 9.5. A request by a Buyer for the cancellation of an order for customised goods is at the sole discretion of Tyrex Solutions Pty Limited.

10. Colour

- 10.1. Tyrex Solutions Pty Limited will use its best endeavours to provide the Buyer with the colour of the good as specified by the Buyer.
- 10.2. The Buyer acknowledges that where the colour of good/s are not as specified, that the Buyer is obliged to accept the good.
- 10.3. Printed colours samples as detailed in any brochure provided by Tyrex Solutions Pty Limited are only a guide and not indicative of the goods final colour.

11. Warranty

- 11.1. In consideration of the terms of this agreement, I/We hereby covenant and agree that I/We will be jointly with the Company (as stated in this agreement), and each of us severally liable to you for the payment for all such goods as may be sold to us aforesaid and for the due performance and observance of any such terms and conditions as may be agreed in respect of any such sale and I/We expressly acknowledge and agree that this indemnity is unlimited and that I/We require no notice of

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the amount of credit from time to time extended to the Company or the conditions whether as to interest, time for payment or otherwise whatsoever attaching to the sale of any goods and further that this indemnity will not be revoked except after the expiration of three (3) months notice in writing to you.

12. Title and Risk

- 12.1. Property in each unit of the goods shall pass to the Buyer when payment in full is received by Tyrex Solutions Pty Limited or on attachment to land or on the sale of the goods in the ordinary course of trade or on the merger of those goods with other goods, whichever occurs first.
- 12.2. Unless title passes the Buyer holds the goods as bailee for Tyrex Solutions Pty Limited.
- 12.3. The Buyer assumes all risks in and for goods from the time of delivery.

Tyrex Solutions Pty Limited reserves the right to change the details in this publication without notice.