

TERMS AND CONDITIONS OF SUPPLY

1. **ACCEPTANCE OF ORDERS** Any quotation given by WASCA lapses if not accepted within 7 days. WASCA will only accept orders which are accompanied by payment of the required deposit (if any). All quoted prices are exclusive of GST.
2. **TERMS OF PAYMENT** Terms of payment where WASCA has accepted the Customer's credit application are unless agreed otherwise by WASCA, 30 days from the end of the month of invoice. If payment is not made within the above terms WASCA is entitled to calculate and charge daily interest at a rate not greater than the maximum interest rate charged by ANZ on its credit card accounts from time to time, and WASCA reserves the right to recover from Customer all costs, expenses and charges incurred by WASCA in undertaking any debt recovery action, including legal fees on a full indemnity basis.
3. **MINIMUM INVOICE / ORDER VALUE** Due to the administrative cost of each order, we are unable to process orders below \$75.00 invoice value.
4. **DEFAULT** If Customer defaults in payment, fails to accept delivery of goods, or an application is made to a court to wind up Customer, or a receiver or administrator or trustee-in-bankruptcy is appointed to manage the affairs of Customer, then WASCA may terminate the contract and may recover from Customer reasonable compensation for materials purchased and ordered and labour expended in complying with Customer's orders.
5. **DELIVERY AND RISK** While WASCA will use all reasonable endeavours to deliver by the date specified, it does not guarantee delivery on that date and is not liable for any Loss resulting from late delivery. Risk in the goods passes to Customer at the time of delivery. Delivery to Customer is deemed to occur at the time of delivery to Customer, its agent or carrier.
6. **PASSING OF PROPERTY** Customer agrees that property in the goods is retained by WASCA until payment by Customer of all sums owing to WASCA, whether under this contract or otherwise. If Customer fails to pay by the due date any amount owing to WASCA, WASCA may (without prejudice to any of its other rights) recover and resell any goods in which property has not passed to Customer, and Customer hereby authorises WASCA to enter onto the premises where the goods are kept to take possession of the goods for that purpose at any time. If Customer sells or purports to sell any goods supplied by WASCA in which property has not passed to Customer, then Customer does so as a fiduciary for WASCA. The proceeds of such sale are the property of WASCA to the extent of any money owed to it by Customer. Customer must account to WASCA for that portion of the proceeds of sale, and WASCA may trace the proceeds of any such sale. Customer consents to registration by Seller of a financing statement under the Personal Property Securities Act 2009 (Cth) ("the PPSA") to perfect



TERMS AND CONDITIONS OF SUPPLY (CONTINUED)

the purchase money security interest created by this clause. Customer also agrees to the contracting out by Seller of each of the obligations which it is permitted to contract out of by Section 115 of the PPSA.

7. **CANCELLATIONS AND RETURNS** Any request by Customer for cancellation of an order must be in writing. Customer is liable to reimburse WASCA for the costs it has incurred for labour, freight and materials in fulfilling the order up to the date the request for cancellation is received by WASCA. WASCA will accept returns of standard goods provided the goods are: (i) unused; (ii) in their original packaging, and (iii) returned within 14 days of delivery; WASCA reserves the right to charge a \$50 administration fee for the return of goods which are not faulty. WASCA will not accept the return of goods manufactured to Customer's order, unless the goods are faulty.

8. **FORCE MAJEURE** Neither party is liable for any Loss incurred by the other party as a result of any delay or failure to observe any of these Terms and Conditions (other than an obligation to pay money) as a result of any circumstance beyond the party's control, including but not limited to any strike, lock-out, labour dispute, act of God, fire, flood, accidental or malicious damage or breakdown in machinery. The party affected must notify the other party as soon as possible of such circumstance. During the continuance of such circumstance the obligations of the party affected, to the extent they are affected by the circumstance, are suspended and resume as soon as possible after the circumstance has ceased to have effect.

9. **WASCA'S LIABILITY**
 - (a) Nothing in this document is to be interpreted as having the effect of excluding, restricting or modifying any guarantee, condition or warranty, or right or liability implied by any applicable legislation into the arrangement between WASCA and Customer, if such exclusion, restriction or modification would be void or prohibited by the legislation.
 - (b) To the extent that WASCA breaches any guarantee, condition or warranty implied into the arrangement between WASCA and Customer and which cannot be excluded, restricted or modified, WASCA's liability is limited to, at WASCA's discretion, either: (i) replacement of the goods or supply of equivalent goods; (ii) payment of the cost of replacing the goods or acquiring equivalent goods; (iii) repair of the goods; or (iv) payment of the cost of having the goods repaired; and in the case of services, to: (i) supply of the services again; or (ii) payment of the cost of having the services supplied again.



TERMS AND CONDITIONS OF SUPPLY (CONTINUED)

(c) Subject to (a) and (b) above, WASCA is not liable to Customer (or to any third party claiming through Customer) for any Loss directly or indirectly caused to Customer or any third party (including, without limitation, third parties to whom Customer has supplied goods) by any act or omission of WASCA, its employees or agents, whether based in negligence or other tort, contract or otherwise.

10. **JURISDICTION** This agreement is governed by the laws of the State of Victoria, and the parties submit to the jurisdiction of the courts of that State, and the Commonwealth of Australia.

11. **MISCELLANEOUS**

- (a) The waiver of any provision or breach of these Terms and Conditions is not to be construed as a waiver of any other provision or breach, or subsequent breach of the same or any other provision of the contract.
- (b) Unless agreed otherwise by WASCA and the Customer, WASCA reserves the right to deliver goods with a tolerance of up to +/- 10% of the quantity ordered by Customer.
- (c) The property in any tooling and diagrams used to manufacture the goods remains always the property of WASCA.
- (d) Customer indemnifies WASCA against any Loss suffered by WASCA and any Claim made against WASCA by a third party arising out of or in connection with the supply of goods where Customer does not communicate [in writing] to WASCA at the time of ordering the goods the purpose for which it requires the goods or the purpose for which the goods will be used by a third party (as the case may be).
- (e) If any provision of these Terms & Conditions is unenforceable or void either in whole or in part for any reason then that provision (or part) is deemed to be deleted without in any way affecting the validity or enforceability of the remainder of this document.
- (f) The terms and conditions of any purchase order issued by the Customer do not operate to modify or amend these Terms and Conditions.



TERMS AND CONDITIONS OF SUPPLY (CONTINUED)

(g) The following words have the following meanings in these Terms & Conditions, unless the context requires otherwise:-

"Claim" means any claim, demand, legal proceedings or cause of action under common law, equity or statute;

"Customer" means the person (including its successors, personal representatives and permitted assigns) who acquires goods from WASCA, and where this consists of more than one person the obligations in these Terms & Conditions are deemed to be joint and several;

"goods" means all goods and/or services supplied under these Terms & Conditions;

"Loss" means any loss, liability, damage, expense or cost (including legal costs) whatsoever and includes (without limitation) indirect or consequential loss or damage, loss of profits or business opportunity, and damage to equipment or property; and

"WASCA" means Washers & Stamped Components Australia Pty Ltd, ABN 48 004 614 966.

12. **PRICE VARIATION** The price quoted by WASCA is subject to variation at any time prior to the date of delivery upon written notice to Customer.

13. **NON-ACCEPTANCE** If Customer is unable or unwilling to accept delivery on or before the nominated delivery date, or if no delivery date is nominated and Customer is unable to accept delivery when WASCA gives notice that the goods are available for delivery, then WASCA will hold the goods in stock for 45 days after which time it may, at its discretion: (i) continue to hold the goods and charge Customer for storage; (ii) invoice Customer and deliver the goods in accordance with prior arrangements, notwithstanding that Customer's representative or agent is not present or is unwilling to accept the goods; or (iii) treat the contract as having been repudiated by Customer and invoice Customer for the full contract price for the goods and any other costs incurred by WASCA less any amounts received by WASCA from a bona fide sale of the goods to a third party.

14. **ACCEPTANCE OF TERMS AND CONDITIONS**

Please note that purchase of 'goods' as defined in 11(g) above, from WASCA, signifies your acceptance of these terms and conditions.

15. **PRIVACY ACT**

The Applicant agrees to the terms of the Privacy Statement pursuant to the Privacy Act 1988 (as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012 contained in this document.



PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the Privacy Act 1988 (as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012) (Act).
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
3. For the purpose of this statement, the terms “personal information”, “sensitive information”, “credit eligibility information”, “credit information”, “commercial credit purpose”, “credit guarantee purpose”, “consumer credit purpose”, “credit reporting body”, “credit provider”, “credit reporting information”, “credit reporting code” carry the same meaning as under the Act and the term “Information” means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. The Supplier may collect personal information about the Applicant and/or Guarantor(s) for the Supplier’s primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.
5. The Applicant and/or Guarantor(s) consent to the Supplier collecting, using and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. The Supplier may collect, and may already have collected, Information from the Applicant and/or Guarantor(s), other credit providers, credit reporting bodies and other third parties for the purposes of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the Information was not collected by the Supplier it may restrict or impede upon the Supplier trading with, extending credit to, continuing to extend credit to or extending further credit to the Applicant and/or Guarantor(s) or their related bodies corporate.
7. The Applicant and/or Guarantor(s) consent to the Supplier obtaining and making disclosure of Information about the Applicant and/or Guarantor(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. The Supplier notifies the Applicant and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. The Supplier may provide personal information about the Applicant and/or Guarantor(s) to any or all of the credit reporting bodies nominated below. The Supplier intends to disclose default information to any or all of the credit reporting bodies listed below. The Applicant and/or Guarantor(s) consent to such disclosure. The Supplier’s credit reporting policy contains a statement of notifiable matters in accordance with s21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit



PRIVACY STATEMENT (CONTINUED)

reporting bodies including what the information may be used for, what the Supplier may disclose and the Applicant's and/or Guarantor(s)' right to request limitations to the use of their information.

Veda Advantage
Level 15, 100 Arthur Street
NORTH SYDNEY NSW 2060
Tel: 1300 921 621

Creditor Watch
Level 13, 109 Pitt Street
SYDNEY NSW 2000
Tel: 1300 501 312

NCI
Level 2, 165 Grenfell St
ADELAIDE SA 5000
Tel: 1800 882 820

Dun & Bradstreet
Level 2, 143 Coronation Drive
MILTON QLD 4064
Tel: 07 3360 0600

Experian
Level 6, 549 St Kilda Road
MELBOURNE VIC 3004
Tel: 03 9699 0100

9. The Supplier may disclose Information to, and about them and the Applicant and/or Guarantor(s) hereby acknowledge that they consent to the disclosure of such information to the Supplier's employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective credit providers of the Applicant and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit.

10. By reason of the Applicant's and/or Guarantor(s)' consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to the Supplier's dealing with the Applicant's and/or Guarantor(s)' Information.

11. A full copy of the Supplier's privacy policy and credit reporting policy can be obtained from the Supplier's website (details above) or by making a request in writing directed to the Supplier's privacy officer. The Supplier's privacy policy and credit reporting policy contain information about how to access and seek correction of Information, or how to complain about a breach of the Act, APP, code(s) and how the Supplier will deal with any such complaint.

12. The Applicant and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to the Supplier within 14 days of receipt of this statement that its terms are not accepted, continuing to trade with the Supplier after receipt of this Statement or, if the Applicant and/or Guarantor(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with the Supplier after receipt of this statement.

I/we hereby certify that the foregoing particulars are correct to the best of my/our knowledge and acknowledge that all transactions will be subject to the terms and conditions of Supply which I/we have read and agree with.

