

TERMS AND CONDITIONS OF SALE

The terms and conditions shall apply to all goods and services sold by Red Stag Gates & Fences Ltd ("seller", "Us", "We", "Our") to the purchaser of such goods and services ("buyer", "You", "Your").

1 APPLICABILITY

- a. We will contract on these terms only. Receipt of an order from you means automatically you (or anybody acting on behalf of your company) have accepted these terms and conditions, notwithstanding anything that may be stated to the contrary in your inquiries or on your orders.
- b. No variation or modification of these terms and conditions will be binding on us unless accepted by us in writing.

2 PAYMENT

Retail Customers

A 50% initial deposit is required to confirm installation, (MTO) Made to Order or coated orders. The balance of payment is due in full within 7 days of the date of installation. Payment is due in full, prior to collection, delivery or freight for all other orders.

Account Holders

Payment is due in full by the 20th of the month following the date of invoice, unless varied in writing by a duly authorised representative of the seller. Orders exceeding your approved credit limit require a 50% deposit.

All Customers

- a. We are entitled to charge an administration fee of \$50 and interest at 3% per month to you where any account is overdue for payment.
- b. You shall also be liable to pay for all our expenses and legal costs in relation of obtaining remedy of the failure to comply.
- c. We may refuse to deliver goods if there are any outstanding moneys owing to us by you or there is any breach of these terms and conditions.
- d. We reserve the right to treat each separate delivery as a separate contract for the purpose of payment.
- e. No orders may be cancelled by the buyer except with the express consent of Red Stag Gates & Fences Ltd. We reserve the right to charge for costs incurred. No MTO (Made To Order) orders are able to be cancelled.

3 OWNERSHIP

- a. Ownership of the goods shall remain with us and not pass to you until payment has been received in full.
- b. You shall hold the goods as bailee for us until payment has been received, and shall be in fiduciary relationship with us.
- c. If you have not paid in full for the goods by the due date, we may retake possession of and sell the goods or any items of which the goods form part.

4 DELIVERY

- a. Any stated delivery dates are estimates only and we shall not be held liable for non-delivery or late delivery, however caused, nor shall you be entitled to cancel your order.
- b. We reserve the right to make partial deliveries and to be entitled to payment for partial deliveries in accordance with these conditions. Incomplete delivery will not entitle you to withhold payment for goods.
- c. If you are unwilling or unable to accept delivery of any goods, we may arrange for storage and insurance of the goods as we think fits, and at your expense, in which case the goods shall be deemed to be delivered to you and will be invoiced and payment will become due accordingly.
- d. Unless otherwise stated, delivery to a carrier constitutes delivery to you.

5 RISK

The risk in the goods shall pass to you upon delivery, and you will insure the goods for their full replacement value for our benefit until ownership of the goods has been passed to you.

6 ORDER CONFIRMATION

- a. The seller accepts no responsibility for incorrect details in any orders unless verbal orders are confirmed in writing or by fax.
- b. It is your responsibility to ensure that the type and size of goods chosen (including coatings) are suitable for the environment in which they will be installed and that the goods are suitable for the intended treatment or processing required by you. You are also responsible for ensuring that our advice covering all aspects of correct selection, handling, installation and maintenance of the goods have been complied with.

7 CLAIMS

- a. Since methods and conditions of application and use are beyond our control, any liability whatsoever which we may have under any implied or express statutory or other representation, warranty, condition or term made in connection with or applying in respect of the quantity, state, condition, fitness or properties of any goods supplied by us is limited to the replacement of the goods or credit or payment of a price at the option of us. In particular it does not extend to consequential loss and is conditional upon you, making a written claim to us within the warranty period and returning to us a sufficient part of the goods to enable proper examination and testing.
- b. No return of goods will be accepted unless we agree the return beforehand, nor if the return is made more than 14 days after the receipt of the goods. Damage in transit on returned goods is at your own risk. Returns must be accompanied by the delivery docket number. We shall be entitled to charge an administrative/ restocking fee of all returned goods of 10% of the purchase price of the goods returned, with a minimum of \$15.00. The value of credits issued by us for returned goods shall be at our discretion. The value of credits issued may be further reduced to take account of any deterioration in the original quality or appearance of the goods.
- c. Goods that are specially designed, manufactured, coated or altered to your specifications are in no case eligible for any refunds.

8 RISK AND REPOSSESSION FOR NON PAYMENT

- a. The seller reserves a security interest in all the present and after-acquired goods supplied by the seller and all inventory supplied by the seller.
- b. The buyer acknowledges that the seller has a first ranking security interest in the goods supplied and any proceeds from them. The buyer will do all acts and sign all documents necessary to perfect the security interest.
- c. The seller may register its security interest on the Personal Property Securities Register. The buyer shall pay all costs incurred in the registration and maintenance of the security interest.
- d. If the buyer has not paid for any goods when due, the seller may repossess and sell such goods and any products manufactured from such goods in order to satisfy any outstanding liability owed by the buyer, even if the seller does not have priority over other persons having security interest in the goods. Sections 108, 109, and 120 of the Personal Property Securities Act 1999 ("PPSA") shall not apply to the extent that they are inconsistent with this clause.
- e. In the event of repossession, the seller or its representative may enter premises where goods are stored in order to effect the repossession. The seller shall not be liable for any costs or losses arising from this.
- f. The buyer waives any right to receive a verification statement under the PPSA and to the extent permitted by the law, sections 114(1)(a), 133 and 134 of the PPSA shall not apply to this agreement and the buyer will have none of the rights referred to in the following sections of the PPSA: 116, 117(1)(c), 119, 120(2), 125-127, 129, 131 and waives its rights to object under sections 121 and 132.