

RI-INDUSTRIES TERMS AND CONDITIONS OF SALE AND DELIVERY

1. The goods sold by Ri-Industries Developments Pty Ltd (**Ri-Industries**) are sold on these terms and conditions.

Delivery

2. Ri-Industries is not a common carrier and will accept no liability as such. All goods carried or other services performed shall be subject only to these conditions of delivery and Ri-Industries reserves the right to accept or refuse delivery of any goods at its discretion.
3. The cost of any special packing and packing materials used in relation to the goods are at the purchaser's expense notwithstanding that such cost may have been omitted from any quotation.
4. The delivery times made known to the purchaser are estimates only and Ri-Industries is not liable for late delivery or non-delivery.
5. Ri-Industries is not liable for any loss, damage or delay occasioned to the purchaser or its customers arising from late or non-delivery or late installation of the goods.
6. Ri-Industries is not responsible to the purchaser or any person claiming through the purchaser for any loss or damage to goods in transit caused by any event of any kind by any person (whether or not Ri-Industries is legally responsible for the person who caused or contributed to that loss or damage).
7. Ri-Industries reserves the right to make a charge, based on its current rates, in respect of any delay caused by the purchaser or any other third party as regards unloading. This includes the non attendance of the person nominated by the purchaser to accept the delivery of the product(s).
8. The purchaser may make suggestions or requests as to precisely where and in what way the delivery and set down of the goods is to be made. Ri-Industries' personnel making the delivery may accept such requests/suggestions **but are not bound to accept them.**
9. Ri-Industries' responsibility for the delivery of goods will cease at the kerbside of the address nominated by the purchaser on the application form for sale/purchase. If the delivery vehicle, upon request, enters the purchaser's property to make the delivery to a position nominated by the purchaser in accordance with clause 8, the purchaser agrees to indemnify Ri-Industries against any claim, injury, loss, damages or costs (including legal costs on a full indemnity basis) whatsoever arising from this.
10. Ri-Industries has the right to terminate or suspend the delivery at any time without compensation to the purchaser on all or any of the following grounds:
- a. the unsafe condition of the ground or foundation where the crane and/or vehicle is to operate;
 - b. impracticable or risky instructions given by the purchaser or its servants or agents;
 - c. unsafe working conditions;
 - d. time to make the delivery has expired; or
 - e. any other reasonable grounds.
11. To the extent that delivery is terminated or suspended on any or all of the grounds listed in clause 10:
- a. the purchaser shall not be entitled to a refund and is liable for all costs, expenses and fees incurred or associated with the re-delivery and storage of the goods and any other amount arising as a result the termination or suspension; and
 - b. Ri-Industries accepts no liability for any loss or costs incurred by the purchaser or any other third party arising from the termination or suspension.

Goods and Services Tax

12. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of goods and services tax (**GST**).
13. If GST is payable by Ri-Industries on any supply made under this document, the purchaser will pay to Ri-Industries an amount equal to the GST payable on the supply.
14. The purchaser will pay the amount referred to in clause 13 in addition to and at the same time that the consideration for the supply is to be provided under this document.
15. Ri-Industries must deliver a tax invoice to the purchaser before Ri-Industries is entitled to payment of an amount under clause 13.

Guarantee

16. Ri-Industries is not liable for and the purchaser releases Ri-Industries from any claims in respect of faulty or defective design of any goods supplied unless such design has been wholly prepared by Ri-Industries and the responsibility for any claim has been specifically accepted by Ri-Industries in writing.
17. Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. Ri-Industries is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the goods or arising out of Ri-Industries negligence or in any way whatsoever.
18. Where the Australian Consumer Law applies to this document and where Ri-Industries is able to limit its liability under the consumer guarantees contained in the Australian Consumer Law, Ri-Industries' liability for any breach of such a condition, consumer guarantee or right will (but only to the extent permitted by law) be limited (at Ri-Industries' option) to the replacement or repair of the goods or the supply of equivalent goods, the payment of the cost of repairing or replacing the goods or acquiring equivalent goods.

Right, Title and Risk

19. Ri-Industries reserves the following rights in relation to the goods until all amounts owed by the purchaser to Ri-Industries are fully paid:
- a. ownership of the goods;
 - b. to enter the purchaser's premises (or the premises of any of the purchaser's associates where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
 - c. to keep or resell any goods repossessed pursuant to (b) above.
20. Title to the goods passes to the purchaser free of encumbrances and all other adverse interests upon payment in full by the purchaser being received by Ri-Industries in relation to the goods.
21. Risk in the goods passes to the purchaser upon delivery of the goods to the purchaser or collection of the goods by a person nominated by the purchaser as the case may be.

Indemnity

22. The purchaser indemnifies on a continuing basis and on a full indemnity basis Ri-Industries from and against any liability, loss, expense or demand for or arising from any false, misleading, deceptive or misdescriptive representation or statement made by the purchaser in respect of the goods to any person. This indemnity survives termination of this agreement by either party for any reason.

Cancellation / Special Orders

23. No order may be cancelled except with consent in writing and on terms which will indemnify Ri-Industries against all losses, special orders are non-returnable or refundable.
- a. changes to an order pre- or post-delivery will incur a 15% administrative and handling fee.

Inconsistency

24. These terms and conditions (which shall only be waived in writing signed by Ri-Industries) shall prevail over all conditions of the purchaser's order to the extent of any inconsistency.

Personal Property Securities Act 2009 (PPSA)

25. The purchaser agrees:
- a. that this contract is a security agreement for the purposes of the PPSA;
 - b. to do such things as Ri-Industries may require from time to time to ensure that any security interest of Ri-Industries is perfected under the PPSA for whatever period that Ri-Industries determines in its sole discretion and will reimburse and indemnify Ri-Industries for all expenses incurred by Ri-Industries in registering its security interest on the PPSA register;
 - c. to keep Ri-Industries fully informed of all relevant information regarding the purchaser, including providing not less than 14 days notice in writing of any proposed change in name or contact details and will immediately notify Ri-Industries of any material changes in business activities;
 - d. that any property purchased by the purchaser in utilising the credit facility is commercial property for the purposes of the PPSA;
 - e. that Ri-Industries may refuse to deliver any property until such time as Ri-Industries is satisfied that it has a perfected security interest in relation to that property;
 - f. that nothing in sections 125, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA and Part 4.3 (other than Division 6 of Part 4.3) of the PPSA shall apply to this contract, or the security under this contract and to the extent permitted by the PPSA, the purchaser waives its rights in respect of this contract, or the security under this contract, to receive any notice or statement under the following sections of the PPSA: 95, 118, 121(4), 123, 130, 132(3)(d), 132(4), 135, 157 and all sections in Part 4.3 (other than those in Division 6 of Part 4.3);
 - g. no party may disclose information of the kind referred to in section 275(1) of the PPSA (except where required under section 275(7) of the PPSA) and the parties agree not to authorize the disclosure of such information at any time; and
 - h. that Ri-Industries may search the PPSA register for security interests granted by the purchaser.