

TERMS AND CONDITIONS OF SUPPLY

1. INTERPRETATION AND DEFINITIONS

- 1.1 This Agreement is to be interpreted in accordance with the rules of interpretation in Clause 10 of this Agreement.
- 1.2 All the words in this Agreement which begin with a capital letter are defined in Clause 10.2 to this Agreement unless the capital letter appears for reasons of punctuation.

2. PURCHASE OF GOODS AND SERVICES

- 2.1 You agree to buy the Goods from ROBCO for the Purchase Price on and subject to the terms of this Agreement.

3. PURCHASE PRICE AND PAYMENT

3.1 Purchase Price

You must pay the Purchase Price in accordance with this Agreement.

3.2 Time for Payment

ROBCO will be entitled to issue an invoice for the Goods upon acceptance of your order. Invoices are payable upon receipt. Methods of payment are specified in the Invoice. Unless otherwise agreed by ROBCO, Goods will not be available for Delivery until the Purchase Price has been paid.

4. OWNERSHIP AND RISK

- 4.1 Ownership in the Goods will pass to You upon the later of payment of the Purchase Price or Delivery.
- 4.2 Risk in the Goods will pass to you upon Delivery.

5. WARRANTIES

5.1 Warranty from ROBCO

- (a) As part of the purchase of the Goods, ROBCO provides the Warranty in respect of the Goods for a period of 5 years commencing on the date of Delivery.
- (b) The Warranty is provided by ROBCO in addition to the Consumer Guarantees and Statutory Warranties and does not in any way exclude or limit them.

6. LIABILITY

- 6.1 To the maximum extent permitted by law and to the extent it is fair and reasonable, ROBCO's liability under this Agreement for breach of a Consumer Guarantee (except for a breach of Sections 51, 52 and 53 of the Australian Consumer Law) in relation to the supply of Non-household Goods is limited to:
- (a) the replacement of the Goods or the supply of equivalent Goods,
- (b) the repair of the Goods,
- (c) the payment of the cost of replacing the Goods or of acquiring equivalent Goods, or
- (d) the payment of the cost of having the Goods repaired,

6.2 Except as provided under clause 6.1, to the maximum extent permitted by law ROBCO's aggregate liability for all claims under or in connection with this Agreement (including a claim in contract, tort, equity, breach of statute or under an indemnity) is limited to the Purchase Price.

7. TERMINATION

7.1 Either party (**Innocent Party**) may terminate this Agreement by notice with immediate effect if the other party (**Guilty Party**):

- (a) commits a material breach of this Agreement (in Your case, a material breach for the purpose of this clause includes a failure to pay the Purchase Price in accordance with the terms of this Agreement) and has not remedied the breach within ten (10) Business Days of receipt of a notice from the Innocent Party specifying the breach, or
- (b) becomes insolvent or goes into liquidation or receivership or is declared bankrupt,

7.2 In addition to the termination rights in this clause 12 You may have Statutory Termination Rights. Nothing in this Agreement restricts or takes away these rights.

7.3 If You terminate this Agreement under clause or clause 7.1, ROBCO will refund all monies paid under this Agreement.

7.4 If the Agreement is terminated by ROBCO under clause 7.1, You must pay ROBCO's reasonable costs incurred as a result of the termination.

7.5 If You terminate this Agreement before Delivery but after payment of the Purchase Price for any reason, other than as allowed in this Agreement or under a Statutory Termination Right, ROBCO has the right to retain the Purchase Price unless the Goods are returned to ROBCO in the condition in which they were Delivered to You.

7.6 Rights under this clause 7 are additional to any other right, power or remedy a party might have at law in relation to a breach or termination of this Agreement.

8. RIGHT OF ENTRY

8.1 ROBCO has the irrevocable right to enter onto your Property at a reasonable time to remove the Goods and to carry out any works necessary to facilitate the removal or recovery of the Goods if this Agreement is terminated before ROBCO has received full payment of the Purchase Price.

8.2 ROBCO must make good or pay the reasonable costs You incur in making good any damage to the Property caused by ROBCO in exercising its rights under this clause 8.

8.3 ROBCO will be entitled to recover the reasonable costs it incurs in exercising its rights under this clause 8 as a debt against You.

9. MISCELLANEOUS

9.1 Security interest

- (a) As security for the payment of all amounts due under this Agreement, You grant a security interest in favour of ROBCO in respect of the Goods.

- (b) You further consent to ROBCO registering a security interest over the Goods pursuant to the PPS Act and, if requested by ROBCO, you agree to provide ROBCO with all assistance reasonably required to facilitate registration in favour of ROBCO and to ensure that such security interest is enforceable. For the purposes of section 153 of the PPS Act, You appoint ROBCO as your nominee and authorise ROBCO to act on your behalf in connection with such registration.
- (c) You agree to waive:
 - (i) any right to receive any notice under the PPS Act or any other law (including a verification statement) unless the notice is required by the PPS Act or by such other law and cannot be excluded;
 - (ii) any time period that must otherwise elapse under any law before ROBCO exercises a right, power or remedy.
- (d) To the extent permitted by law, You and ROBCO agree that sections 125, 132(3)(d), 132(4), 135, 142 and 143 of the PPS Act do not apply.

9.2 Privacy

- (a) You agree to provide ROBCO with whatever information ROBCO may require from You in order to supply you with the Goods and Services under this Agreement, and to apply for any grant, rebate or other benefit which you may be entitled to receive from the Government.
- (b) The information collected by ROBCO may include Personal Information within the meaning of the *Privacy Act 1988 (Cth)*. You are entitled to access this information by contacting ROBCO at the address shown in this Agreement.
- (c) If ROBCO does not collect the personal information, ROBCO may not be able to provide the Goods and Services in accordance with this Agreement.
- (d) ROBCO will collect information from You for the purposes specified in the Privacy Policy, including for the purposes of direct marketing.
- (e) ROBCO may disclose that information to Associated Persons or Government authorities where required to fulfil its obligations under this Agreement and also for any other purpose You have consented to or authorised by law.
- (f) ROBCO will not disclose Your Personal Information to overseas recipients.
- (g) ROBCO's Privacy Policy provides You with information about how You may:
 - (i) access Your personal information held by ROBCO and change that information,
 - (ii) complain about a breach of the *Privacy Act 1988 (Cth)* and how ROBCO will deal with such complaint.
- (h) By accepting this Agreement, You consent:
 - (iii) to the terms of the Privacy Policy,

- (iv) for Your personal information to be included in a database for use as set out in this Agreement or the Privacy Policy, including for the avoidance of doubt for the purpose of direct marketing, and
- (v) to ROBCO collecting, using and disclosing this information as set out in this Agreement or the Privacy Policy, including for the avoidance of doubt for the purpose of direct marketing.

If You do not wish to receive marketing material from ROBCO, You can opt-out or unsubscribe by contacting ROBCO at the address shown in the Privacy Policy.

9.3 GST

- (a) All consideration provided under this Agreement is exclusive of GST, unless it is expressed to be GST-inclusive.
- (b) Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**) under or in connection with this Agreement, the Recipient must pay to the Supplier an additional amount equal to the GST payable on the supply (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid by the Recipient at the later of the following:
 - (i) The date when any consideration for the taxable supply is first paid or provided.
 - (ii) The date when the Supplier issues a tax invoice to the Recipient.
- (c) If, under or in connection with this Agreement, the Supplier has an adjustment for a supply under the GST law which varies the amount of GST payable by the Supplier, the Supplier will adjust the amount payable by the Recipient to take account of the varied GST amount. The Supplier must issue an adjustment note to the Recipient within 28 days of becoming aware of the adjustment.
- (d) Terms used in this clause that are not otherwise defined in this Agreement have the meanings given to them in the GST Act.

9.4 Applicable Law

This Agreement is governed by the laws of the State of Queensland.

9.5 Entire Agreement

This Agreement constitutes the entire Agreement between the parties in relation to the supply of the Goods and supersedes any prior negotiations, representations, proposals, understandings and agreements concerning the supply of the Goods.

9.6 Notices

Unless specified otherwise by law, all notices to be sent to a party to this Agreement must be sent by registered mail to the address set out in the Details Section and will be deemed to have been received three days after the date of posting.

10. INTERPRETATION AND DEFINITIONS

10.1 Interpretation

In this Agreement (including all documents that comprise this Agreement), unless the context otherwise requires:

- (a) the table of contents and headings are for convenience only and do not affect interpretation;
- (b) words denoting the singular include the plural and vice versa;
- (c) a reference to an individual includes associations, partnerships, corporations, joint ventures, unincorporated associations or trusts, states or any statutory authority or government department, in each case whether or not having separate legal authority;
- (d) an act required to be done by a Party on a Day that is not a Business Day is required to be done the following Business Day;
- (e) a reference to any instrument (such as a deed, Agreement or document) is to that instrument (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time and from time to time;
- (f) a reference to a person includes that person's executors, administrators, successors and permitted assigns;
- (g) a reference to **"AUD"**, **"\$"** or **"dollars"** is a reference to an amount in Australian currency;
- (h) a reference to a recital, clause, schedule, appendix or exhibit is to a recital, clause (including sub-clause, paragraph, sub-paragraph or further subdivision of a clause), schedule, appendix or exhibit of or to this Agreement;
- (i) a recital, schedule, appendix, exhibit or a description of the Parties referred to in this Agreement forms part of this Agreement;
- (j) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or substitution for, and any subordinate legislation under, that legislation or legislative provision;
- (k) where an expression is defined, another part or speech or grammatical form of that expression has the corresponding meaning; and
- (l) **"including"** and similar expressions are not, and must not be treated as, words of limitation.

10.2 Definitions

In this Agreement, unless the context otherwise requires, the following terms have the meaning set out below:

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| "Agreement" | means the Quote (if any), the Invoice and these Terms and Conditions. |
| "Associated Persons" | means ROBCO's related bodies corporate, agents, contractors or relevant Government authorities. |
| "Australian Consumer Law" | means Schedule 2 of the <i>Competition and Consumer Act 2010 (Cth)</i> . |

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| “Business Day” | means any day which is not a Saturday, Sunday or public holiday in Brisbane. |
| “Consumer Guarantees” | means the statutory guarantees provided to You under the Australian Consumer Law. |
| “Day” | means a calendar day. |
| “Delivery” | means the time that: <ul style="list-style-type: none">(a) You take possession of the Goods at ROBCO’s address; or(b) ROBCO (or ROBCO’s nominated carrier) delivers the Goods to Your nominated address (even if You are not present at the address), and “Delivered” has the corresponding meaning. |
| “Goods” | means the frameless glass systems supplied by ROBCO in accordance with this Agreement. |
| “Government” | means the Commonwealth, State and local government councils, parliaments, departments, offices, bodies and instrumentalities and all public or statutory bodies, corporations, instrumentalities, authorities, persons or entities. |
| “GST” | means a goods and services tax or a similar value added tax. |
| “GST Act” | means the <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> . |
| “PPS Act” | means the <i>Personal Property Securities Act 2009 (Cth)</i> . |
| “Privacy Policy” | means ROBCO’s privacy policy available at www.robco.com.au/privacy/ . |
| “Purchase Price” | means the purchase price set out in the Invoice. |
| “Statutory Warranties” | means any warranties or guarantees required or implied by legislation, including the Consumer Guarantees under the <i>Competition and Consumer Act 2010 (Cth)</i> . |
| “Warranty” | means the warranty available at www.robco.com.au and reproduced at Schedule 1. |
| “We” | means ROBCO and You. |
| “You or Your” | means the person identified as such the Quote or the Invoice. |

CUSTOMER INFORMATION STATEMENT & EXTENDED WARRANTY

PRODUCT INFORMATION

Toughened glass is made by a process of heating glass to a molten state at about 600 degrees Celsius followed by sudden chilling by compressed air. This causes the surface to contract rapidly, forming a rigid outer layer around the glass rendering it much stronger than conventional glass and far more resistant to impact stress and temperature change.

A break in toughened glass can occur when a small chip or weakening in the hard outer layer of the glass disturbs its surface tension causing it to burst inwards or implode. This can occur without warning. Fortunately, the implosion of toughened glass usually results in small blunt cube-like granules that are far less dangerous than the jagged shards produced when ordinary glass breaks.

EXTENDED WARRANTY

After the glass breaks, it is almost impossible to determine if the breakage was caused by a problem during the manufacturing process or by mishandling. Nevertheless, if a breakage occurs within five years of purchase, ROBCO will replace the glass at its own cost, even if it is not possible to determine the cause of the breakage. This warranty applies in addition to the 5 year manufacturer's warranty provided by ROBCO.

Robco Holdings Pty Ltd

610 Pine Ridge Road

COOMBABAH QLD 4216

Phone: (07) 5514 5700

Fax: (07) 5563 3632

Email: info@robco.com.au

Website: www.robco.com.au

WARRANTY

1. Warranty

- 1.1. ROBCO warrants that the frameless glass systems supplied by it in accordance with the Terms and Conditions (the Goods), for a period of 5 years from the date of manufacture:
- (a) Conforms with the relevant quality, thickness and dimensional requirements of AS/NZS 2208 for Grade A safety glass; and
 - (b) Will remain free from visible or visual defects, inclusions or faults which can be seen from a distance of at least 3 metres and which are not within the acceptable limits set out in ROBCO's published specifications for the Goods as in force at the time of sale (a copy of which is available on request).

2. What we will do if something goes wrong

- 2.1. In the event of a claim under this warranty ROBCO will, at its entire discretion, remedy the breach of warranty in one of the following ways if ROBCO is satisfied that the conditions of the warranty are met:
- (a) ROBCO will replace the Goods. The Goods replaced by ROBCO will then become the property of ROBCO.
 - (b) ROBCO will repair the Goods.
 - (c) ROBCO will refund the value of the Goods.
- 2.2. To the full extent permitted by law, ROBCO is not responsible for, and the customer agrees to bear, any costs associated with the transportation of the Goods under this warranty.
- 2.3. The repair or replacement of the Goods or the supply of any additional goods under this warranty does not trigger the beginning of a new warranty term or an extension of the term of this warranty. Any repair or replacement of the Goods or any additional goods provided by ROBCO under this warranty will obtain the benefit of the balance of the term of this warranty.

3. How to obtain warranty support

- 3.1. To obtain support under this warranty, all claims under this warranty must be submitted in writing:
- (a) within the term of the warranty and within the later of 7 days from:
 - (i) the occurrence of the event giving rise to the claim, and
 - (ii) becoming aware of the fault, and
 - (iii) the time when the customer reasonably ought to have become aware of the fault.
 - (b) to info@robco.com.au
 - (c) with a copy of the original invoice.
- ROBCO will not consider claims that do not comply with these requirements.
- 3.2. As soon as possible after receiving the claim, ROBCO will assess and determine if the fault falls within the scope of this warranty and, if so, the most appropriate course of action to remedy the fault.

4. Warranty Conditions

Robco Holdings Pty Ltd

610 Pine Ridge Road

COOMBABAH QLD 4216

Phone: (07) 5514 5700

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Email: info@robco.com.au

Website: www.robco.com.au

4.1. Conditions of Application

- (a) This warranty is granted only to ROBCO's customers who have purchased the Goods for their own needs (not for the purpose of resale) other than where expressly agreed to by ROBCO.
- (b) The customer acknowledges that the Goods at the time of Delivery were undamaged and free from defects.
- (c) The warranty will not apply if the defect has been caused or contributed to by actions or events outside of the control of ROBCO, including:
 - (i) contact with wet cement, hard foreign objects, metals and materials likely to cause abrasive damage;
 - (ii) installation and maintenance of the Goods has been undertaken strictly in accordance with ROBCO's recommendations and any specific correspondence pertaining to the installation;
 - (iii) use of the Goods for a purpose other than that for which they were originally supplied,
 - (iv) external influences including but not limited to direct contact with sea water, smoke, dirt, chemicals and other impurities other than those present in normal clear atmospheric air or prolonged contact with water or moisture, nor exposed to radiation of any type other than normal sunlight;
 - (v) modifications/damage as a consequence of force majeure (such as, for example, storms, hail, fire, power outage, lightning, flooding, snow damage, avalanches, frost, earthquakes, tornadoes, cyclones, landslides, plagues of insects and other detrimental effects by animals, acts of war, etc.), or
 - (vi) damage caused by third parties due to vandalism or theft.
- (d) Claims under this warranty will only be accepted if the Products do not exhibit any signs of excessive wear and tear or external damage not reconcilable with normal use.

4.2. General Conditions

- (a) ROBCO's liability to compensate customers for any damage or losses caused by a breach of this warranty or arising in connection with this warranty is governed by the Terms and Conditions of Supply.
- (b) The rights granted by these warranties are in addition to any statutory or other legal rights and do not exclude or limit those rights in any way.
- (c) The terms of this warranty are governed by the laws of Queensland and any claim or dispute arising under or in connection with this warranty must be brought in the courts having jurisdiction in Queensland.