

Terms and Conditions – Protecta Group Australia Pty Ltd

ABN 55 607 874 260

These Terms and Conditions ("Terms") apply (unless otherwise previously agreed in writing) to the supply of Goods by the Company to a Customer from time to time. Any supply of Goods by the Company to the Customer made after the date of acceptance of these Terms is a supply pursuant to the supply agreement constituted by these Terms and the relevant order accepted by the Company ("Agreement") and any such supply does not give rise to a new or separate agreement.

1. Interpretation

In these Terms unless the contrary intention appears:

- (a) "Additional Charges" includes all delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Customer to Company arising out of the sale of the Goods.
- (b) "Company" means Protecta Group Australia Pty Ltd ABN 55 607 874 260.
- (c) "Consequential Loss" means increased costs or expenses; loss of revenue; loss of profit or anticipated profit; loss of business; loss of business reputation; loss of opportunities; loss of anticipated savings; loss of goodwill; loss or expense resulting from a claim by a third party; special or indirect loss or damage of any nature whatsoever caused by the Company's failure to complete or delay in completing the order to deliver the Goods; and any other loss suffered by a party as a result of a breach of this Agreement that cannot reasonably be considered to arise directly and naturally from that breach.
- (d) "Force Majeure Event" means any event outside the reasonable control of the Company including acts of God, war, riots, strikes, lock outs, trade disputes, break downs, mechanical failures, interruptions of transport, government action, pandemic, epidemic or any other cause whatsoever, whether or not of a like nature to those specified herein.
- (e) "Goods" means the goods sold to the Customer by Company and includes any services provided by Company to Customer.
- (f) "Company" means Protecta Group Australia Pty Ltd ABN 55 607 874 260.
- (g) "PPSA" means the Personal Property Securities Act 2009 (Cth).
- (h) "Purchaser Price" means the list price for the goods as charged by Company at the date of delivery or such other price as may be agreed by Company and the Customer prior to delivery of the Goods.
- (i) "Quotation" means a written or verbal quotation provided by the Company to the Customer.
- (j) "Site" means the Company's website at <https://www.protecta.com.au/> or such other website address of the Company advised to the Customer from time to time.

2. Orders for Goods

- (a) An order given to the Company is not binding on the Company, until the later of:
 - (i) an acceptance of order is communicated by the Company to the Customer; or
 - (ii) the Goods ordered are supplied by the Company to the Customer.
- (b) An acceptance of the order by Company is then to be an acceptance of these Terms by Company and the Customer and these Terms will override any conditions contained in the Customer's order. Company reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods to the Customer. No order is binding on Company until accepted by it.
- (c) An order which has been accepted in whole or in part by Company cannot be cancelled by the Customer without obtaining the prior written approval of Company, which it may refuse in its absolute discretion.
- (d) The Customer must ensure the Goods are suitable for its particular purpose. In placing an order, the Customer acknowledges that it has not been induced by any representation by or on behalf of the Company which has not been confirmed in writing to or by the Company.
- (e) Discrepancy in Goods Ordered – Customers are urged to thoroughly inspect all goods upon pick up or delivery. Any discrepancy in the received goods compared to the order placed must be reported to the company within 24 hours of the pick-up or delivery date.
Notification can be conveyed through either email or via Phone call. Please note that any requests made outside of this 24-hour window will not be considered, and the company will not be held liable for discrepancies reported after this timeframe.

3. Price

- (a) All prices may be subject to change without notice due to increased costs of supply or factors beyond the Company's control. The Company will make all reasonable efforts to advise the Customer of the increase in prices such as through updating its Site, catalogues or by advising the Customer by some other means. The Company may increase the price for any Goods after the Customer accepts a Quotation.
- (b) Quotations are valid for 3 months from the date the Quotation is provided from the Company to the Customer.
- (c) If the Customer places an order in accordance with the Quotation after the expiry of the Quotation, the Company may at its discretion supply the Goods in accordance with the Quotation, which would deem the Quotation valid, or issue the Customer with a revised Quotation.
- (d) All prices are quoted in Australian dollars and all payments must be made in Australian dollars.
- (e) The Company is entitled to adjust the price where the Quotation has expired or where the Customer varies the quantities or the times of delivery.

4. Orders placed on the Company's Site

- (a) This clause 4 applies to all orders placed on or via the Company's Site. The Customer may make payment by via EFT to a bank account nominated by the Company or by credit card or debit card.
- (b) All prices listed on the Site are subject to change. In the event Goods are listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from the Company's suppliers, the Company will have the right, prior to the acceptance of the Customer's order to refuse or cancel any such orders whether or not the order has been confirmed and the Customer's credit card, debit card or other account charged. If the Customer's credit card, debit card or other account has already been charged for the purchase and the Customer's order is cancelled, the Company shall issue a credit to the Customer's credit card, debit card or other account in the amount of the charge.

- (c) The availability of Goods and other items on the Site may change at any time, but the Company will update the Site as soon as reasonably practicable by way of notice.
- (d) Due to photographic and screen limitations associated with the representation of Goods, some Goods may differ to a small extent in visual appearance (for example in colour) from the way they appear on the Site.
- (e) Occasionally there may be information on the Company's Site that contains typographical errors, inaccuracies, or omissions that may relate to descriptions of the Goods, pricing, promotions, offers, and availability. The Company reserves the right to correct any errors, inaccuracies or omissions and to change or update information as soon as reasonably practicable after it becomes aware of such errors, inaccuracies or omissions or to cancel or ceasing the processing of orders if any information on the Site is inaccurate at any time and cancellation of any order in these circumstances shall be deemed reasonable notice to the Customer. (including if it occurs after the Customer has submitted an order). If the Customer's credit card or debit card has already been charged, a credit will be issued.
- (f) The Company reserves the right at any time after receipt of the Customer's order to accept or decline the Customer's order for any reason. If the availability of stock changes after receipt of a Customer's order, the Company reserves the right to supply less than the ordered quantity. The Company may require additional verifications or information before accepting any order. Notwithstanding the foregoing, the Customer agrees that, if the Company cancels all or a portion of the Customer's order or if the Company provides the Customer with less than the quantity the Customer ordered, then to the extent permitted at law, the Customer's sole and exclusive remedy will be one of the following:
 - (i) the Company will issue a credit to the Customer's credit card, debit card or other account in the amount charged for the cancelled portion or the quantity not provided (if the Customer's credit card, debit card or account has already been charged for the order); or
 - (ii) the Company will not charge the Customer for the cancelled portion of the order or the quantity not provided. Any orders placed on the Company's Site will be subject to these Terms.
- (g) Where the Company uses third-party payment processors ("Payment Processors") to process the Customer's payments, the processing of payments will be subject to the terms conditions and privacy policies of the Payment Processors in addition to these Terms. The Company is not responsible for any error by the Payment Processors.
- (h) The Payment Processors are regulated and authorised to provide payment services in the countries where they operate. The Company may share the Customer's personal or transactional information with Payment Processors when it's necessary to process payments.

5. Payment

- (a) The Customer must pay the Purchase Price and the Additional Charges to the Company.
- (b) If the Customer is in default, the Company may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.
- (c) Unless otherwise agreed to by the Company, the Customer must pay the Purchase Price and Additional Charges before the delivery of the Goods to the Customer.
- (d) Where Company has granted credit facilities, all payments are due within 30 days from end of month. Interest is charged at the rate of 2% per month or part of a month from the expiry of that period until the date payment is received by Company.
- (e) Where the Company has granted credit facilities to the Customer for the supply of Goods, payment is due within 30 days from end of month, unless otherwise specified in writing by the Company.
- (f) The Company may at its sole discretion at any time and without any prior notice to the Customer vary, suspend or terminate any credit facilities or arrangements concerning the supply or provision of Goods, without liability to the Company.
- (g) For all Goods ordered on the Company's Site, unless otherwise agreed by the Company, the following applies:
 - (i) the Customer agrees to pay the Purchase Price and any Additional Charges at the time the Customer submits the order; and
 - (ii) unless the Company has agreed to an alternate billing arrangement in writing, the Company will automatically bill the Customer's credit card, debit card or other account submitted as part of the order process.
- (h) The Company reserves the right to decline transactions that it believes to be high risk, fraudulent, or in violation of these Terms.
- (i) The Customer undertakes that all details provided to the Company for the purpose of purchasing the Goods from the Company will be correct, that the credit card or debit card, or account or other payment method which the Customer uses is its own and that there are sufficient funds or credit facilities to cover the cost of the Goods. The Company reserves the right to obtain validation of the Customer's payment details before providing the Customer with the Goods.
- (j) All amounts payable by the Customer under these Terms must be paid without set-off or counter claim of any kind.

6. Delivery of Goods and Risk

- (a) Delivery of the Goods shall be made to the Customer's address. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- (b) Company may provide estimates for delivery dates and times to the Customer. The dates and times quoted for delivery are estimates only and Company accepts no liability for failure or delay in delivery of Goods for any reason. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of Company.
- (c) For the avoidance of doubt, the Customer acknowledges that if it amends its order and/or delivery instructions, the times quoted for delivery may change.
- (d) Risk in accepting the Goods passes on delivery to the Customer.
- (e) All Additional Charges are payable by the Customer in addition to the Purchase Price of the Goods.
- (f) Return of Goods will not be accepted by Company except by prior agreement in writing with Company. To the extent permitted by law, the Goods must be unused, undamaged, returned as agreed in the original intact packing and are listed in the Company's current price list. Any Goods accepted for return will be subject to a restocking charge of 10% of the Purchase Price of those Goods.

7. Limitation of Liability

- (a) Company liability is limited to, to the extent permissible by law and at Company's option;
 - (i) in relation to the Goods:
 - (A) the replacement of the products or the supply of equivalent products;
 - (B) the repair of the products;
 - (C) the payment of the cost of replacing the products or of acquiring equivalent products; or
 - (D) the payment of the cost of having the products repaired
 - (ii) Where the Goods are services:
 - (A) the supply of service again; or
 - (B) the payment of the cost of having the services supplied again.
- (b) Any claims to be made against Company for short delivery of Goods must be lodged with Company in writing within 7 days of the delivery date.
- (c) To the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms are excluded and Company is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate Customer for:
 - (i) any increased costs or expenses;
 - (ii) any loss of profit, revenue, business, contracts or anticipated savings;
 - (iii) any loss or expense resulting from a claim by a third party; or
 - (iv) any special, indirect or Consequential Loss or damage of any nature whatsoever caused by Company's failure to complete or delay in completing the order to deliver the Goods.

8. Retention of Title

- (a) Ownership, title and property of the Goods remains with Company until payment in full for the Goods and all sums due and owing by the Customer to Company on any account has been made. Until the date of payment:
 - (i) the Customer has the right to sell the Goods in the ordinary course of business;
 - (ii) until the Goods have been sold by the Customer in the ordinary course of the Customer's business, the Customer holds the Goods as bailee for Company;
 - (iii) the Goods are always at the risk of the Customer.
- (b) The Customer is deemed to be in default immediately upon the happening of any of the following events:
 - (i) If any payment to Company is not made promptly before the due date for payment;
 - (ii) If the Customer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Customer payable to Company is dishonoured;
- (c) In the event of a default by the Customer, then without prejudice to any other rights which Company may have at law or under this agreement:
 - (i) Company or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods.
 - (ii) Company may recover and resell the Goods;
 - (iii) If the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, Company may in its absolute discretion seize all goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of Company and the Customer may be ascertained. Company must promptly return to the Customer any goods the property of the Customer and Company is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods.
- (d) In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for Company. Such part will be an amount equal in dollar terms to the amount owing by the Customer to the Company at the time of the receipt of such proceeds. The Customer will pay Company such funds held in trust upon the demand of Company.
- (e) Separately, the Customer hereby charges all its right, title and interest to and in the proceeds of sale of the Collateral (as defined in the PPSA) as original collateral, or any of it, in favour of the Company.

9. PPSA

- (a) Defined terms in this clause have the same meaning as given to them in the PPSA.
- (b) Company and the Customer acknowledge that these Terms constitute a Security Agreement and entitle the Company to claim:
 - (i) a Purchase Money Security Interest ("PMSI") in favour of Company over the Collateral supplied or to be supplied to the Customer as Grantor pursuant to these Terms; and
 - (ii) a security interest over the proceeds of sale of the Collateral referred to in clause 8(b)(i) as original collateral.
- (c) The goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other Goods" acquired by the Customer pursuant to these Terms.
- (d) The Proceeds of sale of the Collateral referred to in clause 8(b)(i) falls within the PPSA classification of "Account".
- (e) Company and the Customer acknowledge that Company, as Secured Party, is entitled to register its Security Interest in the Collateral supplied or to be supplied to Customer pursuant to these Terms and in the relevant Proceeds on the PPS Register.
- (f) To the extent permissible at law, the Customer:
 - (i) waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer to Company;
 - (ii) agrees to indemnify Company on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;

- (A) registration or amendment or discharge of any Financing Statement registered by or on behalf of Company; and
 - (B) enforcement or attempted enforcement of any Security Interest granted to Company by the Customer;
 - (C) agrees that nothing in sections 130 and 143 of the PPSA will apply to these Terms or the Security under these Terms;
 - (D) agrees to waive its right to do any of the following under the PPSA:
 - (E) receive notice of removal of an Accession under section 95;
 - (F) receive notice of an intention to seize Collateral under section 123;
 - (G) object to the purchase of the Collateral by the Secured Party under section 129;
 - (H) receive notice of disposal of Collateral under section 130;
 - (I) receive a Statement of Account if there is no disposal under section 132(4);
 - (J) receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.
 - (K) receive notice of retention of Collateral under section 135;
 - (L) redeem the Collateral under section 142; and
 - (M) reinstate the Security Agreement under section 143.
- (iii) All payments received from the Customer must be applied in accordance with section 14(6)(c) of the PPSA.

10. On-Sale

The Customer agrees that upon the on-sale of any Goods to third parties, it will:

- (a) inform any third party involved of these Terms;
- (b) inform any third party of Company's product warranties if any;
- (c) not make any misrepresentations to third parties about the Goods

11. Trustee Capacity

If Customer is the trustee of a trust (whether disclosed to Company or not), Customer warrants to Company that:

- (a) Customer enters into this Agreement in both its capacity as trustee and in its personal capacity;
- (b) Customer has the right to be indemnified out of trust assets;
- (c) Customer has the power under the trust deed to enter into this Agreement; and
- (d) Customer will not retire as trustee of the trust or appoint any new or additioner trustee without first advising the Company.

12. Force Majeure

- (a) The Company will not be liable for the consequences of any failure or delay in performing any of its obligations under these Terms to the extent that such failure or delay is due directly or indirectly to any Force Majeure Event.
- (b) If a Force Majeure Event arises, the Company will notify the Customer in writing of the Force Majeure Event and the likely impact it will have on the Company's performance under these Terms. If the Force Majeure Event affects the capacity of the Company to complete its material obligations under these terms in a timely manner, the Company may by notice to the Customer terminate this Agreement without any liability whatsoever on its part arising from that termination.

13. Indemnity

To the full extent permitted by law, Customer will indemnify Company and keep Company indemnified from and against any liability and any loss or damage Company may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms by Customer or its representatives.

14. Privacy

The Company may collect personal information about the Customer that is relevant to providing the Goods to the Customer, to fulfil its obligations pursuant to the Terms, to fulfil administrative functions associated with these services (for example assessment of credit worthiness), account management, to enter into contracts with the Customer or third parties, and for marketing and client relationship purposes. The Company will comply with the Australian Privacy Principles in all dealings with the Customer. A copy of the Company's Privacy Policy is available upon request or by visiting www.protecta.com.au.

15. General

- (a) Neither party excludes or limits the application of any statute (including but not limited to the Competition and Consumer Act 2010 (Cth) (CCA) as amended from time to time and its schedule 2, the Australian Consumer Law), where to do so would contravene that statute or cause a provision of these Terms to be void. Any stated exclusion or limitation in this Terms is only to the full extent permitted at law.
- (b) The Company may terminate or vary these Terms and/or cancel delivery of the Goods at any time before the Goods are delivered by giving written notice to the Customer. The Company will not be liable for any loss or damage whatever arising from termination or such cancellation.
- (c) Where these Terms are executed simultaneously to or in contemplation of a Directors Deed of Guarantee, then they shall be read together and in contemplation of each other.
- (d) These Terms are to be construed in accordance with the laws from time to time in the State of New South Wales and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect to any proceedings in connection with these Terms.
- (e) Clerical errors in computation, typing or otherwise of price list, catalogue, quotation, acceptance, offer, invoice, delivery docket, credit note or specification of the Company shall be subject to correction. The Company may complete any blanks on any relevant document, on the Customer's behalf.
- (f) These Terms contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.
- (g) Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Terms.
- (h) No waiver of any of these Terms or failure to exercise a right or remedy by Company will be considered to imply or constitute a further waiver by Company of the same or any other term, condition, right or remedy