

TERMS AND CONDITIONS OF SALE

SCOPE

1. All contracts for the sale of goods (except Woven Image goods) by CSR Building Products Limited (ACN 008 631 356) and its associated Australian incorporated entities (**Supplier**) to a customer (**Customer**) shall be subject to these Terms and Conditions of Sale (**T&Cs**), as amended from time to time by the Supplier and appearing on the website www.csr.com.au, unless a signed contract is entered into.
2. Unless otherwise expressly agreed in writing, these T&Cs override any other terms and conditions on documents issued by the Customer.
3. These T&Cs apply to all the Supplier's customers. If a Customer is a Small Business these T&Cs are to be read subject to the Small Business amendments in Appendix A.

DEFINITIONS

"ACL" means Australian Consumer Law, per Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

"Consequential Loss" means loss of expected savings, loss of use, opportunity, profit or revenue, increased financing costs, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

"Force Majeure" includes acts of God, strikes, lock-outs, fire, accident, lightning, earthquakes, storms, floods, explosion, war, acts of terrorism, machinery breakdown, difficulty in procuring suitable materials, goods or substances required in the manufacture of the goods and any other circumstances, whether similar or dissimilar, beyond the reasonable control of the parties.

"Insolvency Event" means for an individual where they are made bankrupt or a bankruptcy petition is levied against them or, and for a company entering a deed of company arrangement, an administrator, controller or liquidator is appointed, a winding up resolution is passed, or other related events occur.

"Loss" means any expense, cost or damage of any kind but excludes Consequential Loss.

"Modern Slavery Laws" means the *Modern Slavery Act 2018* (Cth).

"PPSA" means the *Personal Property Securities Act 2009* (Cth).

"Small Business" means a Customer employs fewer than 100 people at the time these T&Cs are entered, or has an annual turnover in the last income year that ended at or before the time these T&Cs are entered, of less than \$10 million.

ORDERS

4. Orders are subject to Supplier acceptance. Once an order is accepted a binding contract for the supply of goods will exist between the Supplier and the Customer, which consists of the order and these T&Cs (**Contract**).
5. No accepted order may be suspended, cancelled, returned, or amended by Customer without the Supplier's agreement (which can be provided by Supplier in writing on Customer's request), and the Customer accepts liability for all reasonable Loss directly incurred by the Supplier in relation to the suspension, cancellation

return or amendment of any order (including restocking, storage, handling and transport fees), except to the extent such Loss is caused, or contributed to, by the Supplier.

6. Orders are accepted subject to the Supplier's minimum order conditions and manufacturing limitations as notified to the Customer from time to time.

PRICES AND QUOTES

7. Prices on a quote are valid for 30 days, unless notified otherwise to the Customer.
8. The Customer acknowledges the Supplier changes its pricing annually.
9. Unless otherwise agreed in writing, the Supplier may also increase pricing following any increase in cost to the Supplier related to supply, production, labour, or delivery of the goods on 30 days' notice in writing.
10. Price increases apply to all deliveries made following the date of a price increase.

PAYMENT

11. Payment by the Customer of valid tax invoices supplied by the Supplier are to be made 30 days from the date of invoice unless (a) the Customer is a cash on/prior to delivery customer or (b) alternative payment terms are agreed by the Supplier in the Customer's credit application.
12. A deposit may be required for made to order, or custom orders, which is non-refundable.
13. If at any time a tax invoice becomes overdue then payment of all overdue amounts may become immediately due and payable together with the costs of collection incurred by the Supplier, including professional advisor fees.
14. The Supplier accepts payment of accounts by MasterCard or Visa. Amex is also accepted through CSR Connect (www.csrconnect.com.au). Fees may apply for credit card payments.
15. The Customer shall pay interest at the rate of 1% per month on daily balances in respect of any amounts as may from time to time be overdue until paid, and such money, together with all interest, shall be recoverable from the Customer as a liquidated debt.
16. The Supplier reserves the right to (a) vary the terms of payment and total value of credit allowed on 10 business days' notice in writing to the Customer and/or (b) require payment in cash in full prior to delivery should the credit worthiness of the Customer at any time in the Supplier's reasonable opinion become unsatisfactory.
17. A party may not offset or withhold monies from amounts due to the other party, without that other party's agreement.

DELIVERY

18. The Supplier will use commercially reasonable efforts to deliver the goods within a reasonable time, but any time or date quoted for delivery shall be treated only as an estimate. A failure to deliver at the date or time quoted will not entitle the Customer to claim for any Loss or Consequential Loss, or to cancel the Contract.
19. Delivery shall be made in accordance with delivery terms (known as "Incoterms 2020") agreed in a Contract, failing which it shall be (a) when the goods arrive at the delivery address on the invoice ready for unloading by Customer, or (b) in the case of ex-works delivery when the goods are loaded onto the Customer's nominated vehicle.
20. Where delivery is to be made by instalments, each delivery shall be deemed to be the subject of a separate Contract and any delays in respect of any particular delivery shall not entitle the Customer to reject the order or any instalments remaining to be delivered.
21. If the Customer is unable to accept delivery, the Supplier may impose additional costs incurred for storage, additional handling, insurance, and transport on the Customer in addition to any claim by the Supplier for Losses incurred by the Supplier due to the Customer not accepting delivery. The Supplier may, at its sole discretion, sell the goods in storage to others if the Customer fails to pay for the goods or fails to pay storage charges when due.
22. Delivery charges applicable (including to deliveries made in instalments) will be notified to the Customer. For certain goods, packaging requirements will be determined at loading time and associated costs will be added to the invoice.
23. Unless otherwise advised in writing by the Supplier, ownership of pallets, blocks, packing cases or other containers (except cardboard cartons) remains with the Supplier which are returnable by the Customer to the Supplier. The cost of replacement or repair of any returnable items lost or damaged whilst in the possession of the Customer, are the liability of the Customer.

RISK AND INSPECTION

24. Risk in the goods shall pass to the Customer on delivery in accordance with clause 19.
25. In the event of an incorrect or short delivery, or where visible transit damage has occurred whilst goods were at the Supplier's risk, the Customer must note it on the delivery docket at time of delivery, and also notify Supplier within 3 business days of delivery.
26. Where latent defects arise, the Customer must notify the Supplier promptly following discovery.
27. Following notification under clauses 25 or 26, the Customer shall ensure the goods are available for inspection by the Supplier.
28. Subject to clauses 40 to 45, the Supplier may, at its option, replace damaged, defective or missing goods free of charge, or credit the Customer the value of such goods.
29. The Customer must use reasonable endeavours to identify defects in the goods prior to use, and cannot make any claim after the goods are used (including in construction), cut, processed or otherwise altered.

TITLE

30. The Supplier retains title in any goods supplied to the Customer until payment in full for the supply of the relevant goods has been received by the Supplier.
31. Until payment in full has been received:
 - a. title in the goods remains with the Supplier;
 - b. notwithstanding the above, the Customer may sell such goods or use the goods in the ordinary course of the Customer's business, and the Customer must hold the proceeds of sale in a separate account on trust for Supplier;
 - c. until goods are sold or used in the ordinary course of the Customer's business, the Customer must keep the goods stored in manner which clearly identifies them as the goods of Supplier, safe, and free from deterioration, destruction, loss or harm; and
 - d. the Supplier, or its nominated contractor, is irrevocably authorised by the Customer to enter the Customer's premises or (on prior notice) those of any third party, in order to inspect or recover and take possession of such goods.

SECURITY INTEREST

32. The Customer acknowledges and agrees that this Contract constitutes a security agreement for the purposes of section 20 of the PPSA and that value has been given for the security interest pursuant to section 19 of the PPSA. The retention of title arrangement in clauses 30 and 31 is the grant of a purchase money security interest by the Customer in favour of the Supplier in respect of all present and after-acquired goods supplied to the Customer by the Supplier.
33. The Customer must as soon as practicable, if requested by the Supplier, sign any documents, provide all necessary information and do anything else reasonably required by the Supplier to ensure that the Supplier's purchase money security interest is a perfected security interest.
34. The Customer must not enter into any security agreement that permits any other person to have or to register any security interest in respect of the goods or any proceeds from the sale of the goods until the Supplier's purchase money security interest is a perfected security interest.
35. For any goods supplied that are not goods that are used predominately for personal, domestic or household purposes, the parties agree to contract out of the application of ss 95, 118, 121(4), 130, 132(4), 135, 142 or 143 of the PPSA in relation to the goods.

36. The Customer hereby waives any rights the Customer may otherwise have to:
- receive any notices the Customer would otherwise be entitled to receive under ss 95, 118, 121, 130, 132 or 135;
 - apply to a Court for an order concerning the removal of an accession under section 97;
 - object to a proposal of the Customer to purchase or retain any collateral under ss 130 and 135;
 - redeem collateral or reinstate the security agreement under ss 142 and 143; and
 - receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest the Supplier may have in goods supplied to the Customer from time to time.
37. For the purposes of this section, the expressions "accession", "collateral", "financing statement", "financing change statement", "security agreement", "security interest", "perfected security interest" and "verification statement" have the meanings given to them under, or in the context of the PPSA. References to sections are to sections of the PPSA.

DEFAULT

38. The Customer commits an event of default if the Customer:
- fails to pay an invoice in accordance with applicable payment terms;
 - materially breaches a Contract (and such breach is either not capable of remedy or is not remedied within 7 days' written notice from the Supplier); or
 - is subject to an Insolvency Event.
39. If the Customer commits an event of default, the Supplier may terminate or suspend a Contract following written notice to the Customer without affecting any rights to recover any debt or damages arising prior to the date of default.

LIABILITY

40. These T&Cs and any Contract do not exclude or modify any guarantees, warranties or representations implied by any legislation, including the ACL.
41. Where goods are supplied to the Customer, and the Customer is a consumer (as defined in the ACL) the following statement is provided: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
42. For Customers who are not consumers (as defined in the ACL) the relevant Supplier goods warranty, and these T&Cs, contain the entire remedy.
43. If the goods have a Supplier warranty, it applies subject to its terms and exclusions. If the goods come with a manufacturer's warranty, the Supplier will use reasonable

endeavours to pass along the benefit to the Customer.

44. Notwithstanding any other clause in any Contract and to the extent permitted by law:
- all guarantees, warranties and representations not expressly provided in these T&Cs (or in a Supplier or manufacturer's warranty) are excluded;
 - the Customer agrees it has not relied on any representations or inducements from the Supplier in purchasing the goods;
 - neither party shall be liable to the other for any Consequential Loss;
 - the Supplier's liability arising out of or in connection with any act or omission in connection with the goods or pursuant to these T&Cs (whether arising under contract, statute, in equity or for tort including negligence) shall not exceed the GST exclusive price paid or payable by the Customer for the specific goods that gave rise to the Loss in question.
45. Each party must take reasonable steps to mitigate any Loss it suffers or incurs.

PRIVACY

46. The Supplier will collect, use and disclose personal information (as defined in the *Privacy Act 1988* (Cth)) of the Customer in accordance with its privacy policy from time to time, available at [www.csr.com.au](http://www csr com au).

SUPPLIER DISCLAIMER

47. Information on Supplier goods (including digital and hard copy) is general only and is not a recommendation to use Supplier goods. The Supplier disclaims liability for any and all Loss suffered by anyone acting in reliance on such material. The Customer must obtain specialist advice to ensure Supplier goods, and their intended use, meet the Customer's intended requirements.
48. If product images are shown in Supplier materials, colours are represented as accurately as possible but the Supplier recommends checking chosen good(s) against a sample before purchasing, as digital representations may affect colour tones and finishes. In addition, goods and samples may vary regarding colour and surface finish due to the manufacturing process and raw materials used.

FORCE MAJEURE

49. If either party's performance of a Contract is prevented by Force Majeure, that party shall be excused from performance of the Contract, provided the affected party uses reasonable endeavours to remove or minimize the effects of such Force Majeure.
50. If the Force Majeure continues for more than 60 days, either party may terminate the affected Contract.

INTELLECTUAL PROPERTY:

51. All intellectual property of the Supplier shall remain the sole property of the Supplier and no licence, right or other interest of any kind in respect of such intellectual property is granted, created or transferred to the Customer.
52. For the purposes of this section, intellectual property includes but is not limited to patents, trade marks, designs, trade names and copyright (whether registered or not).

NOTICES

53. A notice under these T&Cs or a Contract must be in writing and delivered by hand or sent by pre-paid post or email to a party at their registered ASIC address, or email address as used between the parties in respect of the Contract.
54. Notices are deemed served upon hand delivery, 2 business days after sending by prepaid post (or 10 business days if posted from overseas) and by email upon sending provided no undeliverable message is returned. A notice received other than on a Monday to Friday between 9-5pm (recipient's time) is regarded as received at 9.00am on the following week day.

MODERN SLAVERY

55. Each party will comply (and ensure that its representatives comply) with any reasonable requests made by the other for assistance, for the provision of information or documents as required by either party to enable that party's own compliance under or related to Modern Slavery Laws.
56. Each party must notify the other if it becomes aware of a potential, suspected or actual breach by it or its personnel of any Modern Slavery Law.

GENERAL

57. Any Contract between the Supplier and the Customer cannot be assigned by the Customer without the express written consent of the Supplier. A Contract, and any information given by one party to the other under or in connection with the Contract, is confidential, and the receiving party must not disclose such confidential information to third parties (excluding professional advisors or related bodies corporate) without the consent of the disclosing party.
58. Failure by the Supplier to insist upon strict performance of any condition of a Contract will not be deemed a waiver of any rights the Supplier may have.
59. All amounts payable are expressed to be exclusive of GST. If GST is payable on a taxable supply as defined in A New Tax System (Goods and Services Tax) Act 1999 then the amount payable by the Customer for that taxable supply will be the amount expressed plus GST.
60. If any provision of any Contract between the Supplier and the Customer shall be determined by any Court or tribunal to be illegal, invalid, void, or voidable, then such provision shall be deemed deleted from the Contract and the remainder of the Contract shall continue in full force.

61. The Supplier may amend these T&Cs, which will take effect after notification to the Customer.
62. Where the Customer is a company and there is a change of more than 50% of the Customer's management or shareholding (for example, following a sale of assets or shares), the Customer must notify the Supplier within 28 days of such change.
63. These T&Cs and Contracts shall be governed by the laws of New South Wales unless agreed otherwise.

APPENDIX A - SMALL BUSINESS

If the Customer is a Small Business these T&Cs are amended as follows:

1. Clause 10 is deleted and replaced with the following: 'If the Customer notifies the Supplier in writing that a price increase under clause 9 is not acceptable to Customer, the price shall remain the same for deliveries in respect of orders accepted prior to the date of the price increase - provided always that the date of such deliveries is no more than 28 days after the date of the price increase - and will only apply to orders accepted following the date of such price increase.'
2. Clause 16 is deleted and replaced with the following: 'The Supplier may require payment in cash in full prior to delivery should the credit worthiness of the Customer at any time in the Supplier's reasonable opinion become unsatisfactory.'
3. Clause 61 is deleted and replaced with the following: 'The Supplier may amend these T&Cs, which will take effect following notification to the Customer. If the Customer notifies the Supplier in writing that any amendment to the T&Cs is not acceptable to Customer, such amendment will be suspended for 28 days from the Customer's notification and will be effective on the date following such suspension period.'

