



Premier Willows Pty Ltd T/A
Premier Fencing
ACN 052 174 437
ABN 34 052 174 437

171 Racecourse Road
BALLAN
VIC 3342

Phone: (03) 5368 1138
Email: admin@premierfencing.net.au

TAX INVOICE

Invoice Date
28 Jul 2025

Invoice Number
10168

Purchase Order
PU038136

Hepburn Shire Council
PO Box 21
DAYLESFORD VICTORIA 3460

Description	Hrs/Mtrs	Unit Price	Amount
PM: Tim Powell Old Ballarat Road	1.00	5,345.00	5,345.00
Guardrail repairs			
Subtotal			5,345.00
Plus GST			534.50
Total Inc. GST			5,879.50
Less Payments Applied			0.00
Balance Due			5,879.50

Due Date: 30 Aug 2025

Payment Options

Direct Deposit:

Account Name: Premier Willows Pty Ltd

BSB: 063-824

Account No: 1005-6855

Reference: Invoice Number

Or Make Cheques Payable to:

Premier Willows Pty Ltd

TERMS OF TRADE

1. Application and Interpretation

These Terms of Trade ('Terms') apply to every order for goods or materials ('products') or services you place with Premier Willows Pty Ltd (ACN 052 174 437) ('we', 'us' or 'our') trading as Premier Willows Fencing, whether accepted by us in writing or by performance ('the contract'), except where we provide written confirmation otherwise. These terms override your terms (if any) and constitute the entire agreement between us unless agreed otherwise in writing. Where there are inconsistencies between these Terms and the terms contained in any purchase order these Terms prevail. Any future order placed by you after receipt of these Terms constitutes your full and unconditional acceptance.

2. Price Variation

Prices are as contained in our most recent quotation. Quotations are not fixed and unless otherwise stated in writing, all amounts are GST exclusive. We reserve the right to vary prices at any time.

3. Payment and Interest

Payment for all products shall be due within 30 days of delivery unless otherwise agreed and overdue accounts will attract interest at 15% p.a.

4. Information

- (a) You must provide us with all information, plans, specifications and particulars concerning the site of the works including all details and locations of underground services and all requirements for products and services and you must provide access to the site of the services.
- (b) You warrant that all information provided to us is accurate and we may rely on this information in supplying the products and carrying out the services.
- (c) You indemnify us for any legal liability, claim, loss or damage in respect of the products and services directly or indirectly incurred by a failure to provide adequate or correct information in accordance with this clause.

5. Delivery

- (a) We will endeavour to complete supply in the time stated if specified in writing but if we fail to do so because of an event occurring which is outside our reasonable control (including without limitation events listed in clause 12), we may at our discretion cancel the order or any unfulfilled part or extend the time for its performance or completion.
- (b) You must inspect works immediately upon supply and notify us of any damage, defect or incorrect supply within 48 hours otherwise the supply shall be deemed to be in accordance with the contract and you shall be bound to accept supply and make payment in full.

6. Risk

Subject to clause 5, products shall be at your risk after supply has been, or has deemed to have been effected.

7. Property

- (a) You acknowledge that title in the products do not pass to you until the purchase price for products and

services is taken to be fully and finally paid in accordance with clause 3.

- (b) If, notwithstanding clause 7.7.1(a), the products are sold, otherwise disposed of or dealt with before the purchase price for the products has been fully and finally paid, you act as our fiduciary agent and the proceeds of such sale or other disposal or dealing are also our property and are held by you on trust for us.

- (c) A default event will occur if in our opinion there is a material risk that are, or will be, unable to pay amounts owing to us or perform any other obligation under these Terms; you default in paying any sums due to us; you (if an individual) become insolvent, bankrupt, commit any act of bankruptcy, compound with or enter into any compromise or arrangement with your creditors; you (if a company) have a provisional liquidator, liquidator, receiver, receiver and manager or official manager, trustee for creditors or in bankruptcy,

voluntary administrator or analogous person appointed to you or your property; you have judgment entered against you in any court or a secured creditor seizes or takes possession

of any collateral in your possession and we give notice in writing to the you that we consider it to be a default event.

- (d) If a default event occurs, then all moneys accrued or owing by you to us shall become immediately due and payable and you irrevocably authorise us and/or any of our agents to enter your land or premises to recover possession of our products.

8. Personal Property Securities Act 2009 (Cth) ('PPSA')

All terms used in the clause have the same meaning as defined in the PPSA. You acknowledge and agree that:

- (a) the supply of the products under these Terms gives rise to a Security Interest in the products in our favour, being a Purchase Money Security Interest ('PMSI');
- (b) our rights and interest in proceeds derived from the products constitute a PMSI in such proceeds;
- (c) to the extent permitted by law, you irrevocably waive any rights you may have to receive notices or statements under sections 121(4), 130, 132(4) and 135 of the PPSA, or reinstate a security agreement following termination under section 143 and the parties contract out of Part 4.3 of the PPSA if that Part would otherwise apply by virtue of section 116(2) of the PPSA, and you irrevocably waive any rights you may have to receive a verification statement (as defined in the PPSA) or notice of any verification statement.

9. Consumer Rights and Guarantees

- (a) Where the Customer is a Consumer for the purposes Australian Consumer Law (**ACL**), products and services are

sold with consumer guarantees prescribed by the *Competition and Consumer Act 2010* (Cth) and this Clause shall apply.

- (b) Subject to the requirements set out in the ACL where there is a failure in products or services that amounts to a breach of such consumer guarantees, we will:
- (i) if the failure is a major failure (at the your option) either arrange for a replacement, arrange for a re-supply of the services or issue a refund of the price; or
 - (ii) if the failure is not a major failure, (at our option), repair or replace the product(s) or rectify or arrange for a re-supply of the services.
- (c) Where the products or services are not acquired predominantly for personal, domestic or household use, our liability is limited to either replacing or repairing the products or rectifying or re-supplying the services, or refunding the price paid by you and you will not be entitled to any consequential loss as a result of our failure to meet the prescribed Consumer Guarantees.
- (d) We will not replace products or re-supply services if the fault or damage to the products or services which has made them of unacceptable quality has been caused by an accident, neglect or abnormal use by you or a third party or if you failed to take reasonable steps to prevent the product or services from becoming of unacceptable quality.

10. Limitation of liability

- (a) Nothing in these Terms limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties which are precluded from exclusion or modification and **this Clause is only intended to limit our liability where the law allows.**
- (b) Where permitted by law:
- (i) Our liability will be limited to the cost of re-supply of equivalent products or services.
 - (ii) We shall not be liable for any claim of loss or expense made after 28 days from date of supply after which there shall be deemed to have been unqualified acceptance of the products/services.
 - (iii) We (including our related entities, respective officers, employees and agents) exclude all liability (including negligence), for any personal injury or any loss or

damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the products or services and we are not subject to, and you release us from, without limitation, any liability (including but not limited to consequential loss or damage) because of, inter alia: any delay in delivery or fault or defect in the products or services; fair wear and tear; negligent act or omission; improper use of products or any error in details provided to us by you in accordance with clause 4.

11. Intellectual Property

You agree that you will not infringe any of our intellectual property rights and we maintain the right to bring claims against you and any third party for any breaches of intellectual property rights. We will not be liable for any infringement or unauthorised use of intellectual property rights arising from these Terms and if any dispute or claim is made in respect of such an infringement, we may terminate these Terms without notice or liability to the Customer or any third party.

12. Force Majeure

We will not be in default or be liable for failure to observe or perform in accordance with these Terms for any reason or cause which is outside of our reasonable control, including without limitation, war, insurrection, riot, civil commotion, strikes, lockouts, industrial disputes, acts of god, act of governments, flood, storm, tempest, power shortages or power failure, or an inability to obtain sufficient labour, raw materials, fuel or utilities.

13. Miscellaneous

- (a) We are entitled to rely on orders made by any of your employees, agents or contractors and such orders shall be deemed to have been made with your authority and will be binding.
- (b) These Terms are governed by the laws of Victoria, Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.
- (c) If any of these Terms are determined invalid, unlawful or unenforceable in whole or in part, such term shall be severed and the remaining terms shall continue to operate to the fullest extent permitted by law.