



ABN 32 122 413 503

### Terms and Conditions

The Buyer acknowledges that it has read and understood and agrees to be bound by the following terms and conditions which are incorporated into the contract for sale of goods ("the Goods") between 7Steel Building Solutions and the Buyer.

#### **Delivery**

1. Delivery times are approximate only. 7Steel Building Solutions will use its best endeavours to deliver the Goods to the Buyer on the agreed date.
2. Notwithstanding anything contained in these terms and conditions, the insurance risk in the Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods leaving the premises of 7Steel Building Solutions whichever is the earlier.
3. The Buyer will insure the Goods against loss and damage with a reputable insurer for their full insurable value, such insurance to be in the name of the Buyer with the interest of 7Steel Building Solutions noted on the policy. The Buyer will, if required, provide proof of such insurance to 7Steel Building Solutions.

#### **Price**

4. 7 Steel Building Solutions will invoice the Buyer for the price of the Goods.
5. The price of the Goods is exclusive of all delivery, freight and insurance costs and all other expenses, taxes or duties payable in respect of the Goods which are payable by the Buyer. 7Steel Building Solutions reserves the right to increase prices to take account of increases to 7Steel Building Solutions in the costs of supplying the Goods. All clerical errors in prices are subject to correction by 7Steel Building Solutions.

#### **Payment**

6. Unless otherwise expressly agreed, the Buyer is required to pay for the Goods referred to in the invoice in full on or prior to receiving the Goods and no later than the date specified on the invoice.
7. If payment is not received by or on the due date, 7Steel Building Solutions reserves the right to charge interest on any outstanding amount at the ruling AFMA Bank Bills rate plus a 3% margin.
8. 7Steel Building Solutions retains title (including any equitable and/or beneficial entitlement) to the goods referred to in the invoice until the Buyer has paid for the Goods in full. If the Goods are on-sold before the Buyer pays for them, then the interest of 7Steel Building Solutions in the Goods attaches to the proceeds of the sale. The Buyer will hold such proceeds of sale in trust for 7Steel Building Solutions and will retain them in a separate account payable to 7Steel Building Solutions on demand.
9. If any amount is owing to 7Steel Building Solutions for the Goods after the date specified on the invoice, the Buyer agrees that:
  - a) 7Steel Building Solutions is entitled to immediate possession of the Goods;
  - b) The Buyer will not deal in any way with the Goods or part with possession of the Goods or act in any way inconsistent with 7Steel Building Solutions' ownership of the Goods;
  - c) The Buyer will store the Goods separately from goods owned by the Buyer and will identify them as the goods of 7Steel Building Solutions;
  - d) 7Steel Building Solutions has the irrevocable right, without notice, to enter the premises of the Buyer at any time for the purpose of inspecting, removing and take possession of the Goods or any part of the Goods;
  - e) 7Steel Building Solutions is entitled to use all reasonable force to gain access to the premises of the Buyer and will not be liable for any damage or loss occasioned to the Buyer or the Buyer's premises; and
  - f) The Buyer will indemnify 7 Steel Building Solutions against any loss or damage suffered by any third party arising from actions taken by 7Steel Building Solutions to repossess the Goods.
10. In the event that the Buyer uses the Goods in some manufacturing, construction or improvement process of its own or of a third party, then the Buyer will hold in trust for 7Steel Building Solutions such part of the proceeds from any sale or other disposition of the outcome of such manufacturing, construction or improvement process as relates to the Goods and will retain it in a separate account payable to 7Steel Building Solutions on demand. Such part of the proceeds of any such sale or other disposition shall be deemed to equal in dollar terms the amount owing by the Buyer to 7Steel Building Solutions at the time of the receipt of such proceeds.
11. These terms and conditions do not entitle the Buyer to return the goods or to refuse or delay payment on the grounds that title, property and/or ownership in them have not passed to the Buyer.

#### **Warranty/Limitation of Liability**

12. 7Steel Building Solutions warrants that the Goods conform to contract specifications.
13. Subject to relevant Commonwealth and/or State law, 7Steel Building Solutions' liability, if any, to the Buyer is limited to a liability to replace the Goods or to pay to the Buyer an amount equal to the cost of reimbursing the Buyer for the invoiced value of the Goods or the cost of having the Goods repaired whichever is the lowest amount.
14. Under no circumstances will 7Steel Building Solutions be liable to the Buyer for incidental or consequential damages of any kind or for damages resulting from improper use, installation, neglect, abuse or alteration of the Goods or from use of unauthorised components in the Goods.

#### **Termination**

15. 7Steel Building Solutions shall have the right to withhold deliveries to the Buyer and to terminate any contract for sale of the Goods and to retain any payments already made in the event of:
  - a) The Buyer defaulting in complying with any of these terms and conditions
  - b) The Buyer entering into a scheme of arrangement with the Buyer's creditors or entering into liquidation/bankruptcy or having a receiver/receiver and manager/trustee in bankruptcy appointed for all or part of the Buyer's assets;
  - c) The performance of 7Steel Building Solutions' obligations hereunder being adversely affected by operation of events beyond its reasonable control.
16. Termination of the contract shall be without prejudice to 7Steel Building Solutions' right to recover payment from the Buyer for any of the Goods delivered prior to termination.

#### **Miscellaneous**

17. These terms are subject to variation by 7Steel Building Solutions without notice to the Buyer.
18. This contract and these terms and conditions will be governed in all respects in accordance with the laws of the State of New South Wales and the parties submit to the exclusive jurisdiction of the Courts of that State.