



Terms and Conditions of Sale

1. Definition

'Fielders' means FIELDERS AUSTRALIA Pty. Ltd. trading as 'Fielders' Steel Roofing.
'CUSTOMER' means the customer identified in the Application for credit.
'CONTRACT' means all contracts entered into between 'FIELDERS' and the 'CUSTOMER'.
'GOODS' means the goods the subject of the Contract.

2. All Contracts

The Terms and Conditions of Sale shall apply to all Contracts for the supply of Goods by 'FIELDERS' to the 'CUSTOMER' and shall prevail over any terms and conditions contained in the Purchase Order, Invoice/Cartnote or other documents governed by the laws of South Australia.

2.1 Variation of Trading Terms

FIELDERS AUSTRALIA Pty. Ltd may vary these terms and conditions at any time by notice in writing to the 'CUSTOMER'.

3. Payment

- 3.1 Payment shall be made by the 'CUSTOMER' within 30 days from the end of the month of invoice.
- 3.2 Interest will be charged on overdue amounts at the rate of 2% per month.
- 3.3 Legal costs of recovery of any overdue amounts shall be recoverable by 'FIELDERS' as a debt due by the 'CUSTOMER'.
- 3.4 Appropriate Law
Any legal action for recovery of monies owed by the customer shall be issued in an appropriate Court in the State of South Australia which Courts have exclusive jurisdiction to deal with such matters.

4. Delivery

- 4.1 Delivery shall be made by 'FIELDERS' at the 'CUSTOMER'S' expense to the 'CUSTOMER'S' premises or in accordance with the 'CUSTOMER'S' instruction by such transport at 'FIELDERS' discretion.
- 4.2 Claims will only be considered if made within 14 days of delivery and the 'CUSTOMER' shall be responsible for checking the Goods on delivery.
- 4.3 Risk shall pass to the 'CUSTOMER' on delivery of the Goods notwithstanding that property shall remain with 'FIELDERS' until those goods are paid for.
- 4.4 Insurance against all risks whatsoever shall be maintained by the 'CUSTOMER' from delivery.
- 4.5 Additional Costs: incurred from excessive delays or extra labour to unload will be charged to the 'CUSTOMER'S' account. Lengths 12.0 metres and over may be subject to additional delivery charges. Maximum lengths for products vary and delivery of such will be determined by the company.
- 4.6 **Time for Delivery:** Dates for delivery are estimates only and subject to the availability of the Goods and 'FIELDERS' shall not be liable to the 'CUSTOMER' for any delays in delivery.
- 4.7 **Force Majeure:** 'FIELDERS' accepts no responsibility for loss, damage or non-delivery arising by reason of riot, civil commotion, war whether declared or not, accident, shortened hours of labour, strikes, lock-outs, storm, flood, fire or any other circumstances beyond the direct control of 'FIELDERS'.

5. Property in Goods

- 5.1 Property in Goods will not pass to the 'customer' until payment in full has been made by the Customer to 'FIELDERS' for all Goods delivered to the 'Customer' by 'FIELDERS'.

Until payment has been made in full and property passes in accordance with 5.1:

- 5.2 Bailee and Storage: The 'CUSTOMER' shall hold all goods as bailee and as a fiduciary of 'FIELDERS' and

shall securely store same separately from the 'CUSTOMER'S' other goods so as to clearly identify the Goods as 'FIELDERS'.

- 5.3 Disposal of Goods: The 'CUSTOMER' is authorised to sell the Goods but shall hold the book debt and the proceeds of sale on trust for 'FIELDERS' for any overdue amount from the proceeds thereof, and the 'CUSTOMER'.
- 5.4 Repossession of Goods: The 'CUSTOMER'S' right to possession of the Goods shall cease if the 'CUSTOMER'.

5.4.1 Fails to make payments of any outstanding amount due to 'FIELDERS';

5.4.2 commits an act of bankruptcy or is declared insolvent or, if a company, the 'CUSTOMER' does or omits to do anything which entitles the 'CUSTOMER' or any person to appoint an external administrator pursuant to any Part of Chapter 5 of the Corporation Law; or enters into some arrangement of assignment for the benefit of creditors; and 'FIELDERS' shall be entitled to require the 'CUSTOMER' to return all unpaid Goods failing which 'FIELDERS' is irrevocably authorised to enter the 'CUSTOMER'S' premises to repossess the Goods without notice.

5.4.3

6. Lien

'FIELDERS' is entitled to claim a general Lien on all goods belonging to the 'CUSTOMER' for all amounts owing to 'FIELDERS' by the 'CUSTOMER'.

7. Warranty and Damages

- 7.1 Standard Warranty imposed by statute law only applies with all other conditions, warranties and representation on part of 'FIELDERS' expressly excluded.
- 7.2 Damages for the breach of any warranty shall be limited to replacement on repair of the Goods of the cost of same only, at 'FIELDERS' discretion, and shall not extend to any consequential damages whatsoever.
- 7.3 Defective Raw Materials
The company's products are manufactured from steel or other materials which have been purchased to appropriate specification and which are expected to display the mechanical and chemical properties embodied in the material specifications. The Company accepts no liability for its products which are proven to be defective by virtue of the steel or other materials which have been purchased failing to contain the mechanical and chemical properties embodied in the material specification.

8. Acknowledgement of Terms and Conditions of Sale and Privacy Act Authorisation

Each of the persons whose signatures appear below (in whatever capacity)

AUTHORISE AND ACKNOWLEDGE:

- 8.1 the 'CUSTOMER' to make this Application and have each read, understood and agree to be bound by all the Terms and Conditions of Sale.
- 8.2 that items of personal information contained in this Application and permitted to be kept on a credit information file be disclosed to a credit reporting agency.
- 8.3 in accordance with paragraphs (b), (e) and (h) of s.18K(1) and/or s.18L(4) of the Privacy Act 1988, that disclosure by a credit reporting agency and/or use by 'FIELDERS' of the relevant information referred to in those sections may occur for the purposes of assessing this application.
- 8.4 'FIELDERS' may supply information about our credit worthiness to other credit providers and authorises the Trade Reference to provide 'FIELDERS' with information about our credit worthiness.