



## General Terms and Conditions of Sale of The Roofing Centre (Tasmania) Pty Ltd

These General Terms and Conditions of Sale ("Conditions") will apply to and form part of any contract for the supply of goods, products and materials and related services ("Goods") by The Roofing Centre (Tasmania) Pty Ltd ABN 38 010 575 210 ("The Roofing Centre") to the Purchaser.

Effective: 1 May 2021

Nothing in these Conditions excludes, restricts, modifies or limits the application of the Australian Consumer Law to the extent it applies to any transaction arising under these Conditions.

### 1. Quotations, orders and contracts

- 1.1. All quotations made, and any order for Goods which is accepted, by The Roofing Centre are subject to these Conditions and any other terms which are agreed to in writing by the parties. These Conditions are to the exclusion of any previous dealings between The Roofing Centre and any Purchaser or the imposition of additional or alternative terms and conditions by a Purchaser. These Conditions set out the entire agreement between the parties in relation to their subject matter. The terms of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded in their entirety with respect to the sale of Goods under these Conditions.
- 1.2. A quotation is not a binding offer to sell. The Roofing Centre may withdraw, revoke or vary a written quotation at any time prior to The Roofing Centre accepting an order in response to that quotation.
- 1.3. The Roofing Centre reserves the right to accept or decline, in whole or in part, any order for Goods placed by a Purchaser.
- 1.4. The agreement to supply Goods to the Purchaser starts on the date The Roofing Centre agrees to supply the Goods to the Purchaser.

### 2. Price

- 2.1. Subject to these Conditions, the price of Goods will be as agreed between The Roofing Centre and the Purchaser at the time of The Roofing Centre's acceptance of the Purchaser's order.
- 2.2. If in the period between acceptance of an order by The Roofing Centre and delivery of the relevant Goods, The Roofing Centre incurs an increase in the cost of producing, procuring and/or delivering the Goods, The Roofing Centre reserves the right to increase the price of those Goods (a 'price escalation') subject to (a) prior written notice to the Purchaser and (b) that price escalation not exceeding the increase incurred by The Roofing Centre.
- 2.3. The price of Goods specified by The Roofing Centre in any quotation:
  - (a) will remain valid for a period of 30 days unless otherwise specified; and
  - (b) is subject to any other conditions specified in the quotation.
- 2.4. If GST is payable, or notionally payable, on a supply made under or in connection with these Conditions, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply ("GST Amount"). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 days after the receipt of a tax invoice. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.
- 2.5. Unless otherwise agreed, the price of the Goods does not include the cost of delivery of the Goods, which will be as agreed by the parties at the time The Roofing Centre accepts the Purchaser's order. Where The Roofing Centre incurs any additional costs arising out of:
  - (a) late notification by the Purchaser of a change to the agreed delivery schedule,
  - (b) storage charges where Goods are not collected immediately upon being made available, or
  - (c) demurrage costs incurred by The Roofing Centre,The Roofing Centre may pass these costs through to the Purchaser (to the extent reasonably incurred).

- 2.6. Unless otherwise requested by the Purchaser in writing, the price provides for The Roofing Centre's standard packing arrangements. On request, The Roofing Centre will provide details of its standard packing arrangements, as applicable.

### 3. Payment

- 3.1. Unless The Roofing Centre grants credit to the Purchaser, and subject to The Roofing Centre's right to withdraw credit, payment for Goods purchased from The Roofing Centre must be made by the Purchaser in immediately available funds on or immediately prior to delivery of the Goods.
- 3.2. Where the Purchaser has an approved credit account with The Roofing Centre, the Purchaser must ensure that payment for the Goods is made to The Roofing Centre by no later than 30 days after the date of The Roofing Centre's invoice unless otherwise agreed.
- 3.3. The Roofing Centre may re-evaluate payment terms, suspend performance of an order or terminate an order entirely if, in The Roofing Centre's reasonable opinion, the credit of the Purchaser becomes impaired or there is a material adverse change to the Purchaser's financial position.
- 3.4. The Roofing Centre may charge interest on all amounts overdue, from the date of default until the date of payment in full, at the rate of 2% per annum above the prevailing Reference Rate charged by the Australia and New Zealand Banking Group Limited for business finance (or if that rate is no longer published, a comparable rate set by the Australia and New Zealand Banking Group Limited). All payments made by the Purchaser will first be applied to the accrued interest.

- 3.5. Neither party may, and each party waives its right to, set off any amount owed by it to the other against any amount of money owed, or that may become owing, to it by the other party. However, discounts, rebates, credits and other payments due from The Roofing Centre to the Purchaser in connection with the supply of Goods, or any other supply to the Purchaser, may be paid by way of credit note against amounts owing by the Purchaser.

- 3.6. Payments made by credit card may be subject to a surcharge, to the extent permitted by Law.

### 4. Default by Purchaser

- 4.1. If the Purchaser is in default of any of its obligations under these Conditions or any other agreement between the Purchaser and The Roofing Centre for the supply of Goods (including any obligation to pay) ("Default Event"), The Roofing Centre may notify the Purchaser of the default and immediately suspend delivery of any further Goods until such time as the Purchaser has remedied that default.
- 4.2. If a Default Event occurs, The Roofing Centre may terminate this or any other agreement for the supply of Goods to the Purchaser if the Purchaser does not remedy the relevant default within 10 Business Days of receipt of notice of the default.
- 4.3. If the Purchaser is in default of its obligations in relation to payment, or becomes subject to an Insolvency Event, The Roofing Centre may in addition to any other rights it may have under these Conditions or at Law:
  - (a) suspend deliveries of further Goods to the Purchaser whether under this contract or otherwise;
  - (b) terminate any contract between The Roofing Centre and the Purchaser in relation to Goods that have not been delivered;
  - (c) withdraw any credit facilities which may have been extended to the Purchaser and require immediate payment of all moneys owed to The Roofing Centre by the Purchaser; and/or
  - (d) issue an invoice for, and demand immediate payment for, Goods ordered by the Purchaser but not delivered.
- 4.4. Where the Purchaser has an approved credit account with The Roofing Centre, the Purchaser as beneficial owner charges in favour of The Roofing Centre all of its interest in all of the present and future real property of the Purchaser as security for the due and punctual payment of all debts and monetary liabilities owed by the Purchaser to The Roofing Centre pursuant to a contract on or including the terms of these Conditions. The Purchaser consents to The Roofing Centre lodging a caveat to note its interest. Upon demand by The Roofing Centre, the Purchaser agrees to immediately execute a mortgage on terms satisfactory to The Roofing Centre to more particularly describe the security interest conferred by this clause. Should the Purchaser fail within a reasonable time of such demand to execute such mortgage then the Purchaser irrevocably appoints The Roofing Centre as its attorney with authority to do on its behalf anything that it may lawfully authorise an attorney to do including, without limitation, to make, sign, execute, seal and deliver any document and to take possession of, use, sell or otherwise dispose of any real property of the Purchaser. All costs incurred by The Roofing Centre relating to any action taken by The Roofing Centre to recover monies due from the Purchaser (including, without limitation, legal or other debt collection costs) will be payable by the Purchaser on demand.

### 5. Specifications, materials or special orders

- 5.1. All descriptions, specifications, illustrations, drawings, data, dimensions and weights contained in catalogues, price lists or other advertising matter of The Roofing Centre or elsewhere are approximations only. They are intended by The Roofing Centre to be a general description for information and identification purposes and do not create a sale by description.
- 5.2. Unless otherwise stated on a quotation, Goods will be supplied by The Roofing Centre within the tolerances in regard to quantity, weight, dimension and chemical composition as specified in the relevant order or, if not specified, as consistent with usual industry practice.
- 5.3. If The Roofing Centre processes the Purchaser's goods or materials then The Roofing Centre does not give any warranty or assurance that materials supplied by the Purchaser are suitable for such processing. The Roofing Centre accepts no responsibility and will not in any way be liable to the Purchaser for any damage done or caused to such materials or goods, except where the Purchaser is a Consumer or Small Business and such loss or damage arises from the negligence or wilful misconduct of The Roofing Centre or any of its officers, employees or agents.
- 5.4. The Purchaser agrees that it does not rely on the skill or judgement of The Roofing Centre in relation to the suitability of any of the Goods for a particular purpose.

### 6. Delivery and Risk

- 6.1. Unless otherwise agreed, The Roofing Centre must deliver Goods to the Purchaser as follows:
  - (a) The Roofing Centre reserves the right to arrange transport by any means in its absolute discretion;
  - (b) delivery will be made during Working Hours to the location agreed by the parties ("Delivery Point");



- (c) The Roofing Centre or its transport contractor will deliver the Goods as close ("**Drop Spot**") to the Delivery Point as, in the reasonable opinion of The Roofing Centre or its transport contractor, it is safe or prudent to do so and delivery is effected when The Roofing Centre's or its transport contractor's delivery vehicle arrives at the Drop Spot;
- (d) The Roofing Centre reserves the right to charge the Purchaser any reasonable costs which it incurs as a result of any delay by the Purchaser in unloading the Goods or where unloading of the Goods cannot be effected, including, if applicable, a reasonable return delivery fee (at prevailing freight rates provided The Roofing Centre will use reasonable endeavours to try to minimise this cost);
- (e) the unloading of Goods is the Purchaser's responsibility at its own cost and risk but The Roofing Centre or its transport contractor may, without liability to The Roofing Centre, unload the Goods if the Purchaser requests The Roofing Centre to do so or is absent from the Drop Spot at the time The Roofing Centre or its transport contractor wishes to unload and the Purchaser releases and forever discharges The Roofing Centre and its transport contractor from and against any claim, cause of action or liability arising out of the unloading of Goods at the Drop Spot;
- (f) where the Purchaser attends The Roofing Centre's premises to acquire the Goods, The Roofing Centre may, in its absolute discretion:
- (i) deliver the Goods into or onto the Purchaser's vehicle in which case delivery is effected when the Goods are set down in or on the Purchaser's vehicle; or
  - (ii) deliver the Goods by setting them down alongside the Purchaser's vehicle in which case delivery is effected when the Goods are set down alongside the Purchaser's vehicle notwithstanding that The Roofing Centre's staff may, on request, assist the Purchaser to load the Goods into or onto the Purchaser's vehicle.
- 6.2. Goods ordered for collection will be held for a maximum period of 10 Business Days after the specific collection date. If the Goods are not collected by that time, they may be delivered to (at The Roofing Centre's option) the Purchaser's site or store or to a store selected by The Roofing Centre and all reasonable costs incurred by The Roofing Centre in relation to the holding and delivery of the Goods will be charged to and be paid by the Purchaser.
- 6.3. The Goods are at the Purchaser's risk from the time at which they are delivered (in accordance with clause 6.1) to the Purchaser or its nominee.
- 6.4. Dates and times quoted for delivery are estimates only. Maximum lengths for products vary by State and Territory and delivery of such will be determined by The Roofing Centre on a case by case basis.
- 6.5. The Roofing Centre will not be obliged to complete any order in one delivery and expressly reserves the right to deliver by instalments. Where The Roofing Centre delivers by instalments each instalment will be deemed to be sold to the Purchaser under a separate contract. Failure to deliver any one instalment by the time quoted for delivery of that instalment (if any) will not entitle the Purchaser to terminate the order.
- 6.6. Where The Roofing Centre or its transport contractor enters the Purchaser's premises or the premises of a third party to effect delivery, the Purchaser:
- (a) releases The Roofing Centre from any claim the Purchaser may at any time have had against The Roofing Centre but for this release in respect of damage occasioned to the Purchaser's premises or injury to persons arising out of the delivery by The Roofing Centre or its transport contractor of Goods to such premises; and
  - (b) indemnifies and holds The Roofing Centre harmless from and against any Losses suffered or incurred by The Roofing Centre in respect of damage occasioned to the Purchaser's or third party's premises or injury to persons arising out of the delivery by The Roofing Centre or its transport contractor of Goods to such premises,
- except for and to the extent that such Losses arise out of the negligence or wilful misconduct of The Roofing Centre or its transport contractor.
- 6.7. No defect or claim in respect of Goods delivered will entitle the Purchaser to reject the delivery of other Goods which are not subject to any defect or claim even if they are delivered as part of the same order.
- 6.8. If a party ("**Affected Party**") is prevented either directly or indirectly from performing any of its obligations under these Conditions (other than an obligation to pay), including without limitation, making a delivery of the Goods or any part of the Goods, by reason of Force Majeure it will be entitled, at its option, by notice to the other party, either to:
- (a) extend the time for performance of its obligation for a reasonable period;
  - (b) where the Affected Party is The Roofing Centre, subject to refunding the Purchaser for any payment already made to The Roofing Centre in respect of those particular Goods (if any), terminate the contract in relation to Goods that have not been delivered,
- and the other party will not have any claim against the Affected Party for damages or any other remedy for breach of contract.
- 6.9. If, due to an event of Force Majeure, the Goods have not been delivered by the date which is 1 month after the estimated delivery date specified in the order acknowledgement, the Purchaser may terminate the order in respect of the Goods which have not been delivered by giving not less than 14 days written notice to The Roofing Centre.
- 7. Retention of Title**
- 7.1. The Purchaser agrees that legal and equitable title to the Goods is retained by The Roofing Centre until The Roofing Centre receives payment in full from the Purchaser for the Goods. Until the Purchaser has paid all monies owing to The Roofing Centre on any account, the Purchaser must:
- (a) hold the Goods as bailee of The Roofing Centre;
  - (b) keep the Goods in good and merchantable condition and fully insure the Goods against loss or damage however caused;
  - (c) not sell the Goods except with the prior written consent of The Roofing Centre or in the ordinary course of the Purchaser's business, provided that any such sale is at arms' length and on market terms and any proceeds of re-sale (to the extent they relate to the Goods) will be held on trust for The Roofing Centre in a separate account or otherwise clearly identified in the books and records of the Purchaser;
  - (d) not create any encumbrance over the Goods which is inconsistent with The Roofing Centre's title and ownership of the Goods;
  - (e) where the Purchaser processes the Goods, either by using the Goods to manufacture other goods or by incorporating the Goods in or with any other goods, hold such part of the new goods ("**Processed Goods**") and the proceeds of sale of the Processed Goods on trust for The Roofing Centre; and
  - (f) store the Goods and such part of the Processed Goods separate from its own goods and those of any other third party so that they are readily identifiable as the property of The Roofing Centre.
- 7.2. For the purpose of clause 7.1, "such part" means an amount equal in dollar terms to the amount owing by the Purchaser to The Roofing Centre at the time the Goods are used in the manufacture of, or incorporated into, the Processed Goods.
- 7.3. If the Purchaser is in breach of its obligation to make payment for the Goods by the due date, the Purchaser becomes subject to an Insolvency Event or in The Roofing Centre's reasonable opinion the payment of any amount in respect of the Goods supplied by The Roofing Centre is in jeopardy, the Purchaser must (at its cost) return to The Roofing Centre any Goods to which title is retained by The Roofing Centre immediately on demand.
- 7.4. If the Purchaser does not return the Goods to The Roofing Centre on demand under clause 7.3, the Purchaser:
- (a) irrevocably authorises representatives of The Roofing Centre to enter upon any site where the Goods are located to take possession of the Goods without prior notice; and
  - (b) indemnifies The Roofing Centre for all fees (including legal fees on a full indemnity basis), costs and other Losses incurred or suffered by The Roofing Centre (including any such fees, costs and Losses which arise out of a claim made by or against The Roofing Centre) in connection with retaking possession of the Goods or the exercise by The Roofing Centre of its rights under this clause.
- 7.5. The Roofing Centre will be entitled to resell any Goods which have been returned to it or it has taken into possession under clause 7.3 or 7.4.
- 8. Application of the PPSA**
- 8.1. In this clause 8, PPSA means the *Personal Property Securities Act 2009 (Cth.)*. If a term used in this clause has a particular meaning in the PPSA, it has the same meaning in this clause.
- 8.2. This clause 8 applies to the extent that The Roofing Centre's interest in any Goods is a security interest.
- 8.3. The Purchaser acknowledges and agrees that The Roofing Centre may apply to register one or more security interests in the Goods in accordance with the PPSA at any time before or after delivery of the Goods.
- 8.4. To the extent permitted by Law, the Purchaser waives its rights to receive any notice that is required by the PPSA (but this does not prohibit The Roofing Centre from giving such a notice).
- 8.5. The Roofing Centre can apply amounts it receives from the Purchaser towards amounts owing to it in such order as The Roofing Centre chooses.
- 8.6. If the Purchaser defaults in the performance of any payment obligation owed to The Roofing Centre under these Conditions or any other agreement for The Roofing Centre to supply Goods to the Purchaser, The Roofing Centre may enforce its security interest in any Goods by exercising all or any of its rights under these Conditions or the PPSA.
- 8.7. To the maximum extent permitted by Law, The Roofing Centre need not comply with, and the Purchaser may not exercise rights under, any provisions of Chapter 4 of the PPSA that may be contracted out of.
- 8.8. For the purposes of any clause in these Conditions restricting disclosure, disclosure under section 275 of the PPSA will only be regarded as required by Law to the extent that section 275 requires disclosure despite any agreement to the contrary.
- 8.9. The Purchaser must promptly do anything required by The Roofing Centre (such as obtaining consents, producing, completing and signing documents) to ensure that The Roofing Centre's security interest is enforceable, a perfected security interest and has priority over all other security interests in the Goods.
- 8.10. Nothing in this clause 8 is limited by any other provision of these Conditions or any other agreement between the parties.
- 9. Damage, Inaccuracies and Defects**
- 9.1. The Purchaser must check all Goods received immediately upon delivery and must notify The Roofing Centre in writing of any inaccuracies or short supply of Goods or any fault, damage or defect in Goods or failure of Goods to comply with the terms of a contract made pursuant to these Conditions within 5 Business Days of the date of delivery of the Goods.
- 9.2. If the Purchaser does not notify The Roofing Centre in accordance with clause 9.1, The Roofing Centre will not be responsible for any loss or damage whatsoever and howsoever caused arising out of or resulting from such inaccuracies or short supply of Goods, or fault, damage or



- defect in Goods or failure of Goods to comply with the terms of a contract, unless the Purchaser is a Consumer or Small Business and such loss or damage arises from the negligence or wilful misconduct of The Roofing Centre, or any of its officers, employees or agents.
- 9.3. If the Purchaser notifies The Roofing Centre in writing in accordance with clause 9.1 and, if in The Roofing Centre's reasonable opinion the Purchaser's notice is reasonable and the Purchaser has not used the Goods, The Roofing Centre will arrange to repair or replace (at The Roofing Centre's option) the Goods that appear to be faulty, damaged or defective or not in compliance with the terms of a contract made pursuant to these Conditions and The Roofing Centre's liability to the Purchaser will be limited in accordance with clause 10.2(c).
- 9.4. Any queries regarding items shown on invoices issued by The Roofing Centre must be lodged by the Purchaser with The Roofing Centre within 5 Business Days after the issue date of the relevant invoice.
- 9.5. Goods are not damaged or defective by reason only of the presence of rust, millscale or rolling seams except as provided for in AS3600.
- 9.6. All roll toolage, shears, lifting and associated equipment which The Roofing Centre makes or obtains to produce the Goods will, unless otherwise expressly agreed by The Roofing Centre, be and remain the property of The Roofing Centre and any payment made with respect to them will be deemed to be a charge in respect of their use. These and any other special tools, jigs, fixtures and patterns acquired or supplied by The Roofing Centre for the fulfilment of the order are the property of The Roofing Centre and are not to be used without its authority.
- 10. Warranties, Liabilities and Indemnities**
- 10.1. Where applicable, Goods must be installed in accordance with The Roofing Centre's recommended fixing procedures (as published from time to time and available on request from The Roofing Centre's customer service representative) and The Roofing Centre will not be liable for any Losses arising out of a failure to do so.
- 10.2. Subject to clause 10.4:
- (a) The Roofing Centre will not be responsible for the consequence of any statement or representation made or technical advice given by its employees, agents or sub-contractors in connection with the design, installation and use of the Goods, whether oral or written, and the Purchaser agrees that all such advice is accepted by the Purchaser entirely at the Purchaser's risk;
- (b) except for the warranties expressly made in these Conditions and warranties issued by The Roofing Centre in writing applying to the Goods (if any), all conditions, warranties, undertakings or representations, express or implied, arising by Law or otherwise are expressly excluded by The Roofing Centre to the full extent permitted by Law;
- (c) except as otherwise expressly specified in the terms of any applicable written warranty provided by The Roofing Centre, The Roofing Centre's liability to the Purchaser (whether arising under statute, contract, tort (including negligence), equity or otherwise) for any defect in the Goods, or the supply of the Goods, is limited (to the full extent permitted by Law), at The Roofing Centre's option, to:
- (i) in the case of Goods, the repair of the Goods, the replacement of the Goods or paying for the cost of repair or replacement of the Goods; or
- (ii) in the case of services, the resupply of services or paying for the cost of resupplying the services;
- (d) The Roofing Centre is not liable to the Purchaser or anyone else in connection with the Goods or the supply of the Goods, or with these Conditions (including any changes to these Conditions), for any Losses:
- (i) arising from any act or omission on the part of the Purchaser or any of its officers, employees, agents or contractors;
- (ii) (including without limitation for damage to the Goods or any other property, or injury to any person) arising from:
- (A) the loading, unloading or delivery of the Goods;
- (B) any delay in delivering the Goods;
- (C) the delivery or removal of defective Goods or the installation of replacement Goods; or
- (D) the use of any tool or equipment loaned or hired out by The Roofing Centre;
- (iii) in relation to any claim, action or proceeding by a third party against the Purchaser (or any Losses incurred or suffered by the Purchaser as a result of any such claim, action or proceeding); or
- (iv) in relation to the fitness or suitability of the Goods for the Purchaser's purpose (including a third party purpose) unless such purposes are known and expressly confirmed in writing by The Roofing Centre at the time the order for the Goods is accepted.
- 10.3. Subject to clause 10.4, the Purchaser indemnifies and will keep indemnified The Roofing Centre and each of its officers, employees and agents (for each of whom The Roofing Centre holds the benefit of this indemnity upon trust) from and against all Losses arising out of or relating to:
- (a) The Roofing Centre's use of or reliance on any materials, design, drawing or specification provided to The Roofing Centre by the Purchaser (including any allegation or claim that The Roofing Centre has infringed the intellectual property rights of any person);
- (b) any loss or damage caused by or during the processing of materials supplied to The Roofing Centre by the Purchaser;
- (c) any loss or damage caused by any tool or equipment, or the use of any tool or equipment, loaned or hired out by The Roofing Centre to the Purchaser;
- (d) the negligence, wrongful act or omission, breach of statutory duty, breach of contract or wilful misconduct of the Purchaser or its officers, employees, agents or contractors;
- (e) any injury to or death of any person or any damage to or loss of property connected with the conduct, operations or performance of the business of the Purchaser; or
- (f) misuse of the Goods by the Purchaser.
- 10.4. Where the Purchaser is a Consumer or Small Business:
- (a) the Purchaser's liability to indemnify The Roofing Centre under clause 10.3 will be reduced proportionately to the extent that The Roofing Centre's negligent act or omission or wilful misconduct has contributed to the loss; and
- (b) under clauses 10.2(a) or 10.2(d) The Roofing Centre will be proportionately liable to the Consumer or Small Business but only to the extent that The Roofing Centre's negligent act or omission or wilful misconduct contributed to the loss or damage.
- 10.5. To the extent permitted by Law, but notwithstanding anything else contained in these Conditions:
- (a) the maximum liability of The Roofing Centre to the Purchaser whether under contract, at Law, in equity or otherwise for all Losses in connection with these Conditions and the subject matter of these Conditions (including the Goods) is an amount equal to the price paid for the Goods under the order to which the Losses relate;
- (b) neither party will be liable to the other in relation to:
- (i) business interruption, loss of revenue, loss of income, loss of production, loss of use, loss of product, loss of business, loss of profits, loss of opportunity, loss of contracts, loss of investment, damage to goodwill or damage to business reputation or loss of actual or anticipated savings, however arising; and
- (ii) without limiting clause 10.5(b)(i), any indirect or consequential loss that cannot reasonably be considered to arise naturally from the facts, matters or circumstances which give rise to a claim.
- 11. Confidentiality**
- 11.1. Each party (**receiving party**) must keep all confidential and proprietary information provided or disclosed by the other party (**disclosing party**) confidential and must not disclose it to any person except:
- (a) after it becomes known to the public at large (other than as a consequence of any breach of these Conditions);
- (b) to officers, employees, contractors, agents and advisers of the receiving party or its Related Corporations;
- (c) after it has been received from a third person entitled to possess such information and provide it to the receiving party;
- (d) to the extent necessary to comply with any applicable Law, legally binding order of any court or other appropriate body or the rules of any applicable securities exchange; or
- (e) disclosure of information relating to the receivables and related securities associated with these Conditions or any contract formed under them to a purchaser or financier of such receivables.
- 11.2. The receiving party shall procure that any of its or its Related Corporations' officers, employees, contractors, agents and advisers who receive such confidential and proprietary information keep it confidential consistent with the obligations in these Conditions.
- 11.3. For the purposes of these Conditions, **confidential and proprietary information** includes information relating to the Goods, the business affairs or method of carrying on business of the disclosing party or details of any pricing or supply arrangement between the Purchaser and The Roofing Centre.
- 12. Intellectual Property**
- 12.1. The Roofing Centre retains the Intellectual Property Rights in any Goods, promotional literature, technical documents or other information provided by The Roofing Centre to the Purchaser under these Conditions.
- 12.2. The Purchaser must:
- (a) where practicable, indicate prominently in written form that the Intellectual Property Rights are owned by The Roofing Centre and that the Purchaser is a user of the Intellectual Property Rights;
- (b) only use the Intellectual Property Rights in relation to the Goods or as otherwise approved by The Roofing Centre;
- (c) not use the Intellectual Property Rights in any way which would lead the trademarks to become generic, lose distinctiveness or become liable to mislead the public or in any way which would be materially detrimental to or inconsistent with the name, reputation and/or image of The Roofing Centre;
- 12.3. If the Purchaser is in breach of any of these Conditions, including clause 12.2, if requested by The Roofing Centre in writing, the Purchaser will promptly cease to use any Intellectual Property Right and deliver or (at The Roofing Centre's request) destroy any materials in whatever form including all marketing and advertising materials, logos, labels and any reproductions of The Roofing Centre brands that are in the possession or control of the Purchaser that carries an Intellectual Property Right.
- 12.4. The Purchaser must procure that its employees, contractors and agents comply with the provisions of clauses 12.2 and 12.3.
- 12.5. All goodwill in any Intellectual Property Right generated through the use of such right by the Purchaser is for the benefit of The Roofing Centre.
- 13. Miscellaneous**
- 13.1. The Law applicable to the agreement between The Roofing Centre and the Purchaser is the Law of the state or territory in which the Goods are delivered. The Roofing Centre and the Purchaser submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there, including any court that exercises appellate jurisdiction.



- 13.2. Nothing in these Conditions will constitute The Roofing Centre as a subcontractor of the Purchaser.
- 13.3. For the purpose of these Conditions and any transaction effected pursuant to these Conditions, mass of steel reinforcing bars will be calculated on the basis of per metre as defined in AS4671-2001 plus an allowance for rolling margin as determined by The Roofing Centre from time to time. The length used in the calculation of mass will be as defined in AS1100 part 501.
- 13.4. A party waives a right under these Conditions only if it does so in writing. A party does not waive a right simply because it fails to exercise the right, delays exercising the right or only exercises part of the right. A waiver of one breach of a term of these Conditions does not operate as a waiver of another breach of the same term or any other term.
- 13.5. Each provision of these Conditions is deemed to be separate and severable from the other provisions. If a provision in these Conditions is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or unenforceable must, to that extent, and in that jurisdiction, be treated as deleted from these Conditions. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.
- 13.6. Subject to clause 13.7, neither party may assign the benefit of, or otherwise create an interest in its rights under these Conditions, unless it obtains the prior written consent of the other party.
- 13.7. Nothing in these Conditions restricts The Roofing Centre from assigning, declaring a trust over, transferring or otherwise dealing with any receivables owed to it by the Purchaser under these Conditions, together with any associated rights and interests (including any related security) in favour of any third party. With notice to the Purchaser, The Roofing Centre may assign this contract to any of its Related Corporations or, in the case of a sale of business, to any third party which acquires all or substantially all of the assets of The Roofing Centre which are used in the performance of the obligations arising under these Conditions.
- 13.8. The Purchaser must comply with all Laws and requirements of any regulatory authority applicable to the Purchaser's business, including without limitation those Laws and regulatory requirements relating to the environment, health, safety, storage, handling and sale of Goods. The Purchaser must comply with any processes, material safety data sheets (or similar documents), reasonable instructions or directions of The Roofing Centre issued in connection with the Goods.
- 13.9. The Roofing Centre and the Purchaser agree that any business conducted by electronic data interchange will be conducted in accordance with the terms of any Electronic Trading Partner Agreement to which they are parties and into which these Conditions of sale are incorporated.
14. **Business Standards**
- 14.1. Each party represents, warrants and undertakes to the other at all times that:
- it, and its directors, officers, employees and representatives, and any of its Related Corporations involved in the performance of any contract formed under or incorporating these Conditions, (**Personnel**) will comply with all Laws relating to anti-bribery and corruption in the jurisdictions in which it operates (**ABC Laws**);
  - it will take reasonable steps to promote compliance with all ABC Laws and to ensure its Personnel comply with all ABC Laws; and
  - neither it nor any of its Personnel engage in any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking or other slavery-like exploitation as prohibited under any Law.

#### 15. Interpretation

In these Conditions:

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

**Business Day** means Monday to Friday (inclusive) excluding public holidays at the place of delivery;

**Consumer** means a person who acquires Goods pursuant to a Consumer Contract as defined in section 23(3) of the Australian Consumer Law;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Force Majeure** means an act of God, war, fire, strike, lockout, trade or industrial disputes, government interference, lack of production capacity or raw materials, transport delays, accidents, breakdown of plant or machinery, non delivery or shortage of supplies, pandemic, disease or illness or any other cause beyond the Affected Party's control but specifically excludes the lack of availability of funds or inability to make payments when due;

**Insolvency Event** means the occurrence of any of the following events in relation to a party:

- the party becomes insolvent as defined in the Corporations Act, states that it is insolvent or presumed to be insolvent under an applicable Law;
- the party is wound up by resolution or an order of a court or declared bankrupt;
- the party becomes an insolvent under administration as defined in the Corporations Act;
- the party becomes subject to one of the forms of external administration provided for in Chapter 5 of the Corporations Act;
- the party enters into or becomes subject to:
  - any arrangement or composition with one or more of its creditors or any assignment for the benefit of one or more of its creditors; or
  - any re-organisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- any application or order is made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken which is preparatory to or could result in any of (b), (c), (d) or (e) above;
- the party is taken, under section 459F(1) of the Corporations Act, to have failed to comply with a statutory demand; or

- the party suspends payment of its debts, ceases or threatens to cease to carry on all or a material part of its business;

**Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, inventions and confidential information, and other results of intellectual activity in any field whether or not registrable, registered or patentable. These rights include rights in applications to register these rights or all renewals and extensions of these rights.

**Law** means:

- legislation, regulations, by-laws, orders, awards, proclamations and statutory instruments imposed or enforced by any applicable government, agency or authority;
- any written instrument which constitutes a requirement of an organisation which has jurisdiction in connection with the supply of the Goods; and
- principles of common law and equity established by decisions of the courts;

**Losses** means all losses, damages, liabilities, costs, charges, expenses, claims, actions, suits or proceedings;

**Purchaser** means a person, being an incorporated or unincorporated business or an individual, who acquires Goods from The Roofing Centre, and includes a Consumer or Small Business;

**Related Corporation** has the meaning given to the term "related body corporate" in the Corporations Act;

**Small Business** means a purchaser that acquires Goods pursuant to a Small Business Contract as defined in section 23(4) of the Australian Consumer Law;

**Working Hours** means between 7.00am and 5.00pm on any Business Day at the place of delivery.

The following rules of interpretation apply to these Conditions:

- any requirement for a document or communication to be in 'writing' in these Conditions will be satisfied by letter, facsimile, email or EDI;
- neither party will be disadvantaged in the interpretation of these Conditions on the basis that the party proposed or drafted any part of it; and
- mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.

#### Our commitment to integrity and ethics

The Roofing Centre is committed to ethical and fair dealings with its suppliers and customers.

If you become aware of any business conduct issue arising out of your dealings with The Roofing Centre, we encourage you to report that matter either via your account contact or, alternatively, via Business Conduct Reporting Hotline of BlueScope, The Roofing Centre's parent company (which allows for anonymous reports to be made).

Contact details of BlueScope's Business Conduct Reporting Hotline can be found at:

<https://www.bluescope.com/sustainable-steel/reporting-suspected-business-misconduct/>