

These standard terms and conditions apply to all sales of products by FIX-A-TAP AUSTRALIA Pty Ltd ABN 44 001 534 to any customer ("the Customer").

### NEW ACCOUNTS

Application for new accounts must be on a FIX-A-TAP AUSTRALIA Pty Ltd application form, signed and completed in full. Trade references must be included. Acceptance of new accounts remains the sole jurisdiction of FIX-A-TAP AUSTRALIA Pty Ltd.

### TITLE TO PRODUCTS

Until the purchase price of the products and all other sums due by the Customer to FIX-A-TAP AUSTRALIA Pty Ltd upon any account whatsoever have been paid or satisfied in full:

- The products shall remain the property of FIX-A-TAP AUSTRALIA Pty Ltd notwithstanding the delivery of the products and the passing of risk to the Customer;
- FIX-A-TAP AUSTRALIA Pty Ltd may at any time recover the products if they are in the Customer's possession and re-sell the products if any payment owed by the Customer on any account is overdue;
- For the purpose of so recovering the products, FIX-A-TAP AUSTRALIA Pty Ltd, its servants or agents may enter upon the Customer's or other premises upon which the products are located;
- The Customer shall possess all products on a fiduciary basis only and holds the products as bailee for FIX-A-TAP AUSTRALIA Pty Ltd; and
- In the event that the Customer uses the products in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the products in trust for FIX-A-TAP AUSTRALIA Pty Ltd. Such part will be an amount equal in dollar terms to the amount owing by the Customer to FIX-A-TAP AUSTRALIA Pty Ltd at the time of the receipt of such proceeds. The Customer will pay FIX-A-TAP AUSTRALIA Pty Ltd such funds held in trust upon demand by FIX-A-TAP AUSTRALIA Pty Ltd.
- The Customer has the right to dispose of the products in the course of its business for the account of FIX-A-TAP AUSTRALIA Pty Ltd and to pass good title to the products to its customer being a bona fide purchaser for value without notice of FIX-A-TAP AUSTRALIA Pty Ltd's rights. If the products are on-sold prior to FIX-A-TAP AUSTRALIA Pty Ltd being paid in full then the sale proceeds are to be held on trust by the Customer for FIX-A-TAP AUSTRALIA Pty Ltd.
- The Customer acknowledges that these Standard Terms and Conditions constitute a Security Agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and that FIX-A-TAP AUSTRALIA Pty Ltd is entitled to register its security interest in the products on the PPSA Register. The Customer waives its right to receive notice of any such registration.

### LIMITATION OF LIABILITY

FIX-A-TAP AUSTRALIA Pty Ltd liability in respect of a breach of a consumer guarantee or any warranty made under these Standard Terms and Conditions for any products not of a kind ordinarily acquired for personal, domestic or household use is limited, to the extent permissible by law and at the option of the FIX-A-TAP AUSTRALIA Pty Ltd in relation to the products:

- i. replacing the products or the supply of equivalent products;
- ii. the repair of the products;
- iii. the payment of the cost of replacing the products or of acquiring equivalent products; or
- iv. the payment of the cost of having the products repaired.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Standard Terms and Conditions are excluded and FIX-A-TAP AUSTRALIA Pty Ltd is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for:

- i. any increased costs or expenses;
- ii. any loss of profit, revenue, business, contracts or anticipated savings;
- iii. any loss or expense resulting from a claim by a third party; or
- iv. any special, indirect or consequential loss or damage of any nature whatsoever caused by FIX-A-TAP AUSTRALIA Pty Ltd failure to complete or delay in completing the order to deliver the goods.

### INDEMNITY

The Customer will indemnify FIX-A-TAP AUSTRALIA Pty Ltd and keep FIX-A-TAP AUSTRALIA Pty Ltd indemnified from and against any liability and any loss or damage FIX-A-TAP AUSTRALIA Pty Ltd may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Standard Terms and Conditions by the Customer or its representatives.

**DELIVERY**

Any times quoted for delivery are estimates only and FIX-A-TAP AUSTRALIA Pty Ltd accepts no liability for any delay in delivery of products ordered or any unavailability of products ordered.

Risk in the products will pass to the Customer on delivery.

FIX-A-TAP AUSTRALIA Pty Ltd reserves the right to charge for delivery of products, and minimum order quantities are applicable. Any orders placed with an order value of less than the Customers Minimum Order Value will incur a freight fee. Backorders are exempt from additional freight fees..

**PAYMENT**

All credit orders are accepted by FIX-A-TAP AUSTRALIA Pty Ltd subject to satisfactory credit approval of the Customer. Credit approval, once granted, may be withdrawn at any time. Where credit approval has not been granted, or is withdrawn, payment for all products is required on delivery. Where credit has been granted, payment for the products is to be made on or before 30 days from the end of the month of purchase. Payment must be made in full without set off or deduction. If the Customer is in default, FIX-A-TAP AUSTRALIA Pty Ltd may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.

**CREDIT CLAIMS AND RETURNS**

A return authority is required prior to any returns. FIX-A-TAP AUSTRALIA Pty Ltd will not accept returns where products have been freighted and charged to FIX-A-TAP AUSTRALIA Pty Ltd, unless our nominated carrier has been used with our consent.

Damaged or defective products, or products which are not otherwise in accordance with the Customer's order may be returned by the Customer to FIX-A-TAP AUSTRALIA Pty Ltd in their original condition and original packaging within 14 days of delivery. A return authority is required prior to return. Subject to the above, all products shall be deemed to have been accepted by the Customer as being in accordance with order.

Products returned which are surplus to the Customer's requirements are subject to a 20% restocking fee. Only products that are in original condition will be accepted.

The processing of a Credit Note assumes acceptance of a Customer Credit Claim.

**PRICING & GST**

Prices are subject to alteration without notice. All pricing excludes GST. Customers will be charged GST at the rate of 10%.

**ORDER ACCEPTANCE**

These Standard Terms and Conditions apply to all supply of products between FIX-A-TAP AUSTRALIA Pty Ltd and the Customer, including all quotations, offers, acknowledgements, orders or sales relating to the products supplied by FIX-A-TAP AUSTRALIA Pty Ltd to the Customer.. No order shall be binding on FIX-A-TAP AUSTRALIA Pty Ltd until accepted by FIX-A-TAP AUSTRALIA Pty Ltd. An individual contract for the supply of products on these Standard Terms and Conditions is formed on acceptance by FIX-A-TAP AUSTRALIA Pty Ltd of an order from the Customer. FIX-A-TAP AUSTRALIA Pty Ltd reserves the right to accept any order in whole or in part. Where FIX-A-TAP AUSTRALIA Pty Ltd makes a part delivery of any order, such delivery shall constitute a separate contract. No order may be cancelled after it has been accepted by FIX-A-TAP AUSTRALIA Pty Ltd.

**INCONSISTENCIES**

Any orders placed with FIX-A-TAP AUSTRALIA Pty Ltd are on the basis of these Standard Terms and Conditions unless otherwise expressly agreed in writing by FIX-A-TAP AUSTRALIA Pty Ltd. These Standard Terms and Conditions (which will only be waived or varied in writing signed by FIX-A-TAP AUSTRALIA Pty Ltd) will prevail over all conditions and terms of the transaction to the extent of any inconsistency. Acceptance of FIX-A-TAP AUSTRALIA Pty Ltd products constitutes acceptance of these Standard Terms and Conditions.

**CHANGES**

FIX-A-TAP AUSTRALIA Pty Ltd may add to or change these Standard Terms and Conditions provided the updated terms and conditions are available to be viewed on line at [www.fixatap.com.au](http://www.fixatap.com.au). The Customer will be bound by and agrees to accept any such updated terms and conditions.

**WAIVER**

No waiver of any of these Standard Terms and Conditions or failure to exercise a right or remedy by FIX-A-TAP AUSTRALIA Pty Ltd will be considered to imply or constitute a further waiver by FIX-A-TAP AUSTRALIA Pty Ltd of the same or any other term, condition, right or remedy.

**JURISDICTION**

The law of the State of New South Wales shall apply to these Standard Terms and Conditions and all sales by FIX-A-TAP AUSTRALIA Pty Ltd. The Customer and FIX-A-TAP AUSTRALIA Pty Ltd submit to the jurisdiction of the courts of New South Wales.