

#### 1) General

All conditions, warranties, representations and statements whether expressed or implied which are not contained herein and would otherwise be binding on CSM, are, to the permitted by law, hereby expressly excluded.

#### 2) Order Confirmation, Amendments & Cancellations

a. Order confirmation must be in writing by signing the 'CSM Terms of Trade' which accompanies the quotation.

b. As the order may include made or painted to order or specially engineered and designed product and as manufacture process may commence immediately an order is placed, CSM is unable to accept cancellation or reduction of quantities.

c. Any modifications to design are subject to the progress of manufacture and will incur additional engineering costs.

d. Any costs and or charges incurred due to any changes or alterations of the original order will be to the customer's account.

#### 3) Delivery Dates / Lead Times

Delivery Dates and Lead Times provided verbally or in the quotation are indicative only and are estimated upon current workload. A final lead time / delivery date shall only be in writing by CSM and the customer's written order must be received no later than 24 hours after such confirmation. Lead time is measured from the latter of receipt of official order as per clause 2a) and upon approval of account application.

#### 4) Price, Product and Condition Changes

All products, prices and conditions of sales are subject to change without notice. All prices exclude GST unless explicitly noted.

#### 5) Payment Terms and Retention

a. All payment claims are made under the Building & Construction Industry Security Payment Act 1999 NSW.

b. A payment schedule including deposits will be detailed in the quotation.

c. An account will only be opened when a completed credit application form has been approved.

d. Unless otherwise indicated on the invoice, the terms for an approved credit account shall be full payment no later than 14 days from the date the Invoice is raised. Failure to comply may result in withdrawal of credit.

e. All other transactions will be on the basis of direct deposit prior to delivery. COD may be allowed in special circumstances.

f. Payments by cash or credit card may be subject to a maximum value of \$10,000.00.

g. Payment by Credit Card will attract a fee of 2% of the total of the invoice value

h. If for any reason the customer is unable to take delivery within 7 days of the specified delivery and installation date, payment is due within the normal trading terms after CSM notifies the customer of the availability of the goods for delivery.

i. If payment is not made in accordance with CSM's terms then administration charges of 2% per month will apply.

j. CSM does not allow for defects liability periods, retentions, liquidated damages nor performance guarantees, consequential losses or any site specific allowances or Union Conditions unless specifically agreed in writing.

k. All prices and rates quoted are exclusive of GST unless other wise specified.

l. CSM may assign or insure either part or all of the debtor balances outstanding including payments for work-in-progress contingent / arising from a client's order. Failure to maintain credit terms detailed herein or cancellation of order may result in action for recovery by CSM or third parties without notice and reporting of same to credit agencies.

#### 6) Property

##### **a. Risk**

Risk in the goods passes to the customer upon delivery to the customer's nominated carrier or premises. Risk in goods held for storage will pass upon CSM notifying the customer of the availability of goods for delivery.

##### **b. Property**

Property in the goods shall remain with CSM and CSM reserves the right to dispose of the goods until such time as:-

i) Full payment is made for all amounts owing by the customer to CSM under these conditions, or

ii) The customer sells the goods (whether in their original form or altered or as part of other products) to its customers in the ordinary course of business.

If the customer fails to pay all or any part of the customer's total indebtedness to CSM under the conditions, or becomes bankrupt, or enters into an agreement with creditors or appoints an administrator, receiver or liquidator, CSM may without notice and without prejudice to any of its other rights and remedies recover and/or sell the good and may enter upon the customer's premises by its "servants or agents" for that purpose.

Until payment is full for all amounts owing by the customer to CSM under these conditions:

i) The customer shall store the goods in a way that clearly manifests CSM Groups title;

ii) The customer shall hold the goods as bailee and as a fiduciary for CSM Group

iii) In the event of sale of the goods (whether in their original form, or as part of other products), the customer is in a position as a fiduciary shall:

a) Assign to CSM the benefit of any claim against a customer; and

b) Account fully to CSM for the proceeds of sale.

##### 7) Freight and Installation

a. All deliveries and installation works to be done during normal working hours, Monday-Friday and based on clear and uninterrupted access. Delivery and/or installation outside of normal working hours will incur additional costs and CSM must be notified at the time of order placement.

Work program may result in delays and increased installation time which shall be to the customer's account.

b. Unless otherwise agreed, goods are ALWAYS sold ex-works.

Packing, freight and insurance is to the customer's account.

c. Delivery will be to the customer's ground floor site with reasonable heavy vehicle access or to the customer's specified carrier during normal working hours. Delivery areas are to be clear of any obstructions and a working area provided prior to the arrival of CSM crew. Due to Workcover and OH&S requirements, delivery is based on Ground Floor access or the free use of lifts to upper levels (no stairs). Should a lift not be available (or access via stairs), this will result in increased costs and possible delays. If not advised at time of order any additional costs or redelivery charges arising shall be to the customers account.

d. In the event that CSM Group (or its contractor) incurs additional delivery and installation charges and/or waiting time of trucks(s), delivery and installation personnel, such additional costs and waiting time shall be for the customer's account. The costs and delays shall include, inter alia, the following:

i) inability to gain access or parking;

ii) the site being in an unfit state due to incomplete work of other trades or if debris is not cleared;

iii) the customer's representative not attending where that attendance was pre-arranged and necessary for the orderly completion of work.

iv) any other reason outside CSM's control where the goods were unable to be installed within the allotted time frame due to difficulties or restrictions or due to non-performance by the customer, and

v) CSM is not liable for any delay or failure to perform due to strikes, lockout or other labour difficulties, failure due to delay of raw materials or other goods, specified material and finishes, transportation difficulties, accident, fire, act of God or any other cause beyond CSM Group's control. Waiting time in Sydney Metropolitan area shall be charged as a minimum of 3 hours including travel to and from site. The waiting time rates may be varied by CSM without notice. The current rates are available upon request.

#### 8) Claims and Returns

- a. All claims and returns must be made within two days of receipt of goods. The customer will be responsible for immediate examination of the goods upon arrival of the goods at the place of delivery nominated by the customer.
- b. Shortages, damage and discrepancies must be noted on delivery dockets.
- c. All Cabinets, Shelving, Carts, Storage & accessories products are manufactured and/or painted to customer's order, and accordingly will not be accepted for credit. Return freight must be paid by the customer whilst damages will be assessed and charged accordingly. Notwithstanding the above, written or faxed approval must be obtained from CSM prior to returning goods, for any reason.
- d. At CSM Group's discretion, small quantities only of standard products not otherwise covered in c) above, ordered in error, maybe returned for Credit but will accrue a restocking fee of 25% plus GST.

#### 9) Storage

Storage and additional transport charges will apply if delivery is delayed by client or its representative beyond the agreed delivery date, or should goods need to be redelivered where a site is not ready. Should the commencement date be delayed, it will be the responsibility of the client to provide storage facilities for the manufactured product. CSM can organise the storage facilities however full charges will apply for off-site storage and contractor fees. A storage fee of 2.5% per month or part thereof (in addition to any charges here in) will be charged on the full value of any goods not accepted on the originally agreed delivery date.

#### 10) Warranty

Notwithstanding clauses 8) & 7b) all goods are sold ex-factory – accordingly it is the purchaser's responsibility for goods to be returned for any warranty claim howsoever arising. Return freight, packaging and freight insurance costs for warranty claims are to the purchaser's account. Standard warranty on CSM manufactured products, unless otherwise agreed by CSM in writing, covers workmanship for a period of 7 years from the date of delivery to the customer for; cabinets, shelving and mobile shelving carcass subject to fair wear and tear and the product being used, loaded and maintained within design constraints and according to operating instructions. Warranty does not cover fabrics or timber / Laminates specified by the client or its representative. Warranty is not transferable, is void if a (non-mobile) product is relocated partly or fully loaded. Mobile shelving and shelving must be relocated by CSM to maintain warranty. CSM will hold stock and provide replacement of components subject to wear in the normal course of operation for a period of 5 years. Components may be subject to design changes in which case an equivalent substitute will be available.

Notwithstanding, the above the only conditions and warranties which are binding on CSM in respect of the state, quality or conditions of the goods supplied by it to the Customer are those imposed and required to be binding by the statute (including the Trade Practices Act 1974) and to the extent permitted thereby, the liability, if any, of CSM arising from the breach of such conditions or warranties shall at CSM's option be limited to and completely discharged by:

- a. In the case of goods supplied by CSM to the customer who is a "consumer" as defined by the Trade Practices Act, 1974 by i) Any remedy Provided by the statute; or ii) The replacement or re-supply of goods by the Company; or iii) The repair of the goods at CSM 's factory; or iv) The payment of the cost of repair of the goods.
- b. Otherwise, by the replacement of those goods or the payment of the cost of replacing the goods, and in this event there will be no responsibility by CSM for any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred by the Customer. And otherwise all other conditions and warranties whether expressed or implied by law in respect of the state, quality or conditions of the said goods which may apart from this clause be binding upon the customer are hereby expressly excluded.

#### 11) Minimum Order Value

If at the time of receipt of the original order, the value of the order, exclusive of GST, is not greater than the current minimum order value of \$200.00, CSM reserves the right to charge a handling fee currently \$35.00.

The current minimum order value is and handling fee will vary without notice. Certain products are subject to purchase in a minimum quality, as indicated in the CSM Group's price list.

#### 12) Patents, Designs and Copyright

- a. The Customer undertakes that no patent, copyright, trade mark, design or any other right in the goods or accompanying literature supplied to the Customer shall be infringed by the Customer's use or application of the goods for any purpose whatsoever.
- b. The Customer acknowledges that all technical information, advice, drawings, designs in any of the accompanying literature and samples submitted to the Customer by the Company are confidential and proprietary information of the CSM Group.
- c. The Customer will keep the information secret and confidential and will not disclose any part of it to any party without the express written authority of the CSM Group. This obligation does not apply to any part of the information which forms part of the public domain or enters the public domain other than by reason of default on the part of the Customer.
- d. The Customer will not reproduce any part of the information in any form without the express authority of the CSM Group.

#### 13) Site Details, Engineering Considerations, Building Code of Australia, Government Approvals

- a. Carpet – as the mobile unit tracks may be grouted to the floor, carpet cutting maybe required in some instances. CSM's quotation does not allow for carpet cutting or relaying and is the responsibility of the client. CSM will liaise installation based around the carpet cutting and relaying.
- b. Drilling – due to noise restrictions on some sites we may require drilling to be done before 8am or after 5pm. This may result in an additional charge.
- c. Our price may be based on "site unseen" being site and area dimensions provided by the customer or its Architect/Designer/Builder and is subject to site check prior to installation. Any changes to CSM product as a result of the site inspection may result in a variation to this pricing. The customer's consideration should include (but not be limited to) location of obstacles and services such as air conditioning ducts and outlets, lighting, power points, communications, cabling access points, skirting, bulk heads, rebates, columns, windows and fire services.
- d. It is the customer's responsibility to ensure the engineering integrity of the building and site and in particular that the floor is capable of carrying maximum anticipated loads. CSM recommends that structural adequacy be confirmed by a qualified engineer prior to placement of order.
- e. Whilst CSM take all care in preparing this quotation for you we accept no responsibility for compliance with any Building Code of Australia, Local Council Ordinates or other regulatory requirements concerning the location of storage units (this may include Egress and minimum/maximum distances from Fire Services & Sprinklers). CSM recommends that this should be confirmed with a suitably qualified Engineer or Architect prior to placement of order as any variations will require a review and revision of pricing.

#### 14) Take Back

At the end of its effective life CSM will take back the following products manufactured by CSM; metal storage cabinets, Mobile Shelving Units, systems shelving, Mobile Pedestals and Sistema Wall. The product taken by CSM will either be dismantled and the components recycled or the product will be resold at Action without the usual CSM warranty. Take back is subject to charge and it is the purchaser responsibility for goods to be returned. Take back charges will include the cost of handling, freight, disposal and/or recycling.

#### 15) Applicable Law

The Agreement shall in all respects be construed to operate as an Australian contract and in conformity with the laws of the State of New South Wales and the Commonwealth of Australia and all matters and disputes regarding this Agreement shall be justifiable in the courts of this jurisdiction.

#### 16) Validity

If any clause or condition is found not to be applicable for any reason the remaining clauses will and conditions will continue to apply.