

# **CHATE ENGINEERING PTY. LTD.**

ACN 634 719 958

## **TERMS & CONDITIONS OF TRADE**

- 1. All quotations, offers, sales and contracts are subject to the following Terms & Conditions. These Terms & Conditions form part of, and should be read, in conjunction with each and every Quotation, offer, sale or Contract.**
- 2. The Purchaser represents and warrants that, before entering into any Agreement with Chate Engineering Pty. Ltd. ( The Supplier ), the Purchaser is not Insolvent, nor has committed any act that may lead to Insolvency or Bankruptcy, nor knows of any circumstance that may lead to any such an act or acts and/or, if applicable, a Petition to Wind Up The Purchaser.**
- 3. All goods of the subject Contract shall remain the sole and absolute property of The Supplier as legal and equitable owner until such time as The Purchaser has paid The Supplier for the goods and any agreed associated Services in cleared funds in full. Until such full payment is made, The Purchaser shall, in the meantime, take custody of the goods and retain them as fiduciary agent and bailee of The Supplier, who's Title shall not pass until payment is made in full. To this end, The Purchaser grants an irrevocable right to The Supplier, it's servants and/or agents, to, at The Supplier's sole discretion, enter upon any lands for the purpose of regaining possession of any goods that have not been paid for. This right extends to doing so without notice, at any time, in the event of any impending Bankruptcy proceedings, or, if applicable, the presentation of a Writ to Wind up The Purchaser to a competent Court. The cost and risk of any such retrieval shall be borne solely by The Purchaser.**
- 4. All Intellectual Property, drawings and other information produced by The Supplier in support of The Contract, shall, unless otherwise agreed in writing, remain the sole property of The Supplier.**

Similarly, The Purchaser warrants that they hold the right to supply any architectural, engineering, or the like, drawings to The Supplier, that may be so supplied.

5. Payment is due on, or prior to, Fourteen ( 14 ) Days from the date of the Invoice rendered in respect of the supply of any goods and/or services, unless otherwise agreed in writing. Any overdue payments may incur an additional charge for agreed liquidated damages at a rate equivalent to 3% in excess of the then current Interest rate set by The Federal Court of Australia.
6. The Purchaser is solely liable for all reasonable costs and expenses incurred by The Supplier in the event that The Supplier needs to enforce any of the obligations under these Terms & Conditions.
7. The Purchaser consents to :
  - i) The Supplier placing, at it's discretion, a Security Interest in the goods. The Purchaser waives it's right under s. 157 of the ***Personal Property Securities Act 2009 (Cth) (PPSA)*** to receive notification of such registration.
  - ii) The Supplier placing a Caveat over any Real Property owned by The Purchaser. The executed Contract shall serve as The Purchaser's Consent in this regard.
8. Quoted delivery dates are approximate and are estimated at the date of the Quotation. The Supplier is not liable for any delays, or errors, in any delivered items from outside Third Party Suppliers.
9. The Purchaser is solely responsible for any matter, costs or damages arising from the provision of any specifications to The Supplier that are used by The Supplier in the execution of it's obligations under The Contract. The Purchaser indemnifies, and keeps indemnified, The Supplier in this regard.
10. Quotations are valid for a period of Thirty (30) Days from the date of such, unless otherwise agreed in writing.
11. All prices quoted are subject to material costs at the time of actual order. Any variation in the buying cost from the original quoted cost shall be solely born by The Purchaser.
12. Prices are exclusive of GST. Where applicable, GST will be charged as a separate item on The Invoice. The GST charged will be commensurate with the then current rate of GST, as set by The Australian Commonwealth Government.
13. The Supplier may postpone or cancel any obligations, contracts or agreements affected by force-majeure that includes anything prejudicial to The Supplier. The Purchaser has no claims in this regard.

14. Any claims with regard to quality or workmanship must be made within Seven (7) Days in writing, otherwise The Purchaser is deemed to have accepted the works in accordance with The Contract.
15. Any change in the ownership, legal entity or address of The Purchaser must be notified immediately to The Supplier in writing.
16. In the event that The Purchaser is a registered Company, by entering into the relevant contract with The Supplier, the Director/s of The Purchaser, both jointly and severally, guarantee the due performance of The Purchaser's obligations pursuant to The Contract. This obligation shall not merge upon completion of the contract.
17. Should any additional material, labour or drafting be required during the course of the project (variations), there will be a cost for the additional items & variations forwarded to The Purchaser for written approval prior to the commencement of such variations, which are all also subject to these Terms & Conditions.
18. **During site work, Oxy/Acetylene cutting and/or Welding equipment will be in use. The Purchaser MUST remove any and all hazards to prevent the ignition and spread of fire prior to the commencement of onsite works by The Supplier. Any down time waiting for hazardous materials to be cleared from the work area will be at The Purchaser's sole expense, as will any time lost by The Supplier as a result of being prevented from commencing, or stopping work, due to the impediment of other personnel and/or Tradesmen onsite not associated with The Supplier, or other conditions beyond The Supplier's control.**
19. These Terms & Conditions and The Contract are governed by the Laws of New South Wales, to which Jurisdiction, the Parties submit.
20. In the event that any provision herein is rendered void, invalid or unenforceable, such provision ( or part thereof ) shall be severed from these Terms & Conditions and Contract without affecting the remaining provisions herein.