

1. DEFINITIONS

In this document, unless the contract otherwise required:

Buyer means the person name in the Quotation or invoice;

Company means The Source (SA) Pty Ltd trading as The Source;

Custom Good means any good which is not a standard product supplied by the Company and requires the Company to have it custom made;

Custom Deposit means fifty (50) percent of the entire amount of the Quotation;

Deposit shall mean thirty (30) percent of the entire amount including GST of the Quotation;

ACL means Australian Consumer Law under the Competition and Consumer Act 2010 (Cth);

GST means the goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended;

Goods means all of the goods to be supplied to the Buyer;

Order means the goods requested by the Buyer from the Company to be incorporated in a Quotation. An Order will not be placed unless the Deposit has been paid;

Payment means any amount payable under a Quotation or Invoice issued by the Company;

PPSA means the Personal Property Securities Act 2009 (Cth) as amended;

Purchase Price means the price for the Goods set out in the Quotation or invoice;

Quotations means the form attached hereto and names "Quotation" in which these terms and conditions are or are deemed to be incorporated;

Standard Orders shall mean any orders on goods which are in stock and not custom made; and

Terms and Conditions means these terms and conditions outlined in this document which are assumed to be accepted upon any payment by the Buyer to the Company toward any Quotation issued by the Company.

2. INTERPRETATION

This document unless the contrary is stated:

- (a) words denoting the singular include the plural and vice versa;
- (b) a reference to gender includes all genders;
- (c) a reference to a person or entity include a natural person, a partnership, corporation, trust, association, unincorporated body, authority to other entity;
- (d) headings and the table of contents (if any) are for convenience only and do not affect interpretation;
where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) a reference to any document is a reference to that document (and, where applicable any of its

provisions) as amended, novated, supplemented or replaced from time to time;

- (f) a reference to a party to this document includes that party's executors, administrators, successors and permitted assigns;
- (g) a reference to "\$" or "Dollars" is a reference to the Australian currency;
- (h) a reference to a recital clause, schedule or annexure is to a recital, clause (including sub-clause, paragraph, sub-paragraph or further subdivision of a clause), schedule or annexure of or to this document and a reference to a paragraph is to a paragraph in a schedule;
- (i) the word "including" is not be treated as a word of limitation;
- (j) a reference to time is a reference to the time in Adelaide, South Australia;
- (k) in the time prescribed or allowed by this document for doing any act or things falls or expires on a day which is not a business day, such time is extended so as to fall or expire on the next succeeding business day after that day; and
- (l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation for this document.

3. PAYMENT TERMS

3.1 Deposit

- (a) The Company shall not begin ordering or commence works on the Buyer's Order unless:
 - i. for any Quotation above \$100.00 the deposit has been paid by the Buyer to the Company and the Company has received the deposit; or
 - ii. for any Quotation which includes a Custom Good the Buyer has paid the Custom Deposit to the Company and the Company has received the Custom Deposit; or
 - iii. full payment has been made for any Quotation if the total Purchase Price is under \$100.

3.2 Balance of Quotation

- (a) The Buyer agrees that all Goods are supplied on a cash before delivery basis unless otherwise agreed in writing.
- (b) The Buyer shall make full and final payment of the Quotation upon confirmation from the Company that the Order has been fulfilled and shipped.

- (c) The Company shall accept the following, or combination of the following methods of payment:
 - i. electronic funds transfer direct to the Company's nominated bank account;
 - ii. written Cheque made out to "The Source" delivered to the Company at least three (3) days prior to the final payment date in order for the funds to appear as cleared by the Company;
 - iii. cash;
 - iv. eftpos payments for VISA, American Express, Mastercard, JCB and Diners. All payments made on a Diners, American Express or BCJ card will incur a 3% fee. A 1% fee applied for all VISA and Mastercard transactions.
 - (d) The Buyer shall not receive the Goods unless the Company has received the full payment of the Balance of the Quotation.
 - (e) In the event that the Buyer does not comply with these Terms and Conditions, each outstanding amount shall bear daily interest at a rate of 15% per annum per overdue amount.
- i. advise the Company of the preferred delivery address at least 5 business days from the expected delivery date; and
 - ii. advise the Company of a specific delivery period of time at which someone will personally accept delivery of the Goods; and
 - iii. the sign a delivery docket to acknowledge the Goods have been received by the Buyer.
- (b) If the Buyer or its agent is not at the delivery address to accept delivery of the Goods, then any penalties charged by the Company's Agent will be forwarded to the Buyer and the Buyer shall be liable and responsible for additional delivery costs.
 - (c) The Company shall not be liable to the Buyer for any delivery which is delivered late.

4. ORDERS

By Ordering the Goods (including, for the avoidance of doubt a Custom Good) the Buyer is making a binding offer to purchase those Goods and agrees to these Terms and Conditions.

5. DELIVERY OF GOODS

5.1 Inspection

The Buyer shall check and inspect all Goods received, delivered or collected by the Company or its employee, agent, contractor and will within 24 hours of delivery, collection or receipt of the Goods give notice to the Company of any matter or thing by which the Buyer alleges that are inconsistent with the Order. Failure to provide such notice within 24 hours of delivery, subject to any contrary provision under the ACL or at law, will deem the Goods to be accepted by the Buyer. **Despite any other clause in this document, if the Buyer does not notify the Company of any defect in the Goods, after inspecting the Goods within 24 hours of delivery, the Buyer indemnifies and releases the Company from any liability or claim in any respect with regards to the Goods or the Custom Goods.**

5.2 Delivery of Goods

- (a) The Buyer shall pay an additional fee to the Company if they elect to have their Goods delivered. If the Buyer has elected to have the Goods delivered they must:

5.3 Part Deliveries

The Company reserves the right to make a part delivery of any Order and the Buyer agrees to bear the cost of any part delivery. A part delivery will not invalidate the balance of the Order.

5.4 Collection of Goods

Once the Company has notified the Buyer that their Goods are ready for collection the Buyer shall within two (2) weeks from the date of the notification collect the Goods. The Company may agree in writing with the Buyer to storage of the Goods at a fee for a period exceeding 2 weeks.

5.5 Description of Goods

Unless agreed in writing, the Company reserves the right to supply an alternative brand of substitute product (of equal value) when necessary, without the consent of the Buyer.

5.6 Installation

The Quotation is made on a supply basis only and installation shall be an additional expense of the Buyer.

5.7 Ownership of Good

Ownership and title of Goods supplied by the Company to the Buyer will not pass to the Buyer until all amounts owing by the Buyer to the Company have been paid in full. Until ownership has passed, the Buyer shall not dispose of or sell the Goods.

5.8 Supply

The Company reserves its right to:

- (a) suspend or discontinue the supply of Goods to the Buyer; or
- (b) modify the design of the Goods,

without being obliged to give any reason.

5.9 Risk

Goods supplied by the Company to the Buyer are at the Buyer's risk immediately from the time of delivery or collections.

6. QUOTATION

6.1 Payment of Quotation

Any payment towards the Quotation including the deposit will constitute acceptance of these Terms and Conditions even if the Buyer has not signed these Terms and Conditions. The Company shall deem any payment towards the Quotation as the Buyer agreeing to purchase the Goods on the Terms and Conditions of this document.

6.2 Changes to Initial Quotation

Once the Buyer has made a payment towards the Quotation, including the Deposit, any changes to the Order will attract a reasonable manufacturing 'handling fee'.

6.3 Quotation Period

The Quotation annexed hereto shall be valid for 30 days or such period as agreed by the Company and the Buyer. The Quotation is to be treated as an invitation to treat on the Terms and Conditions contained in this document.

7. WARRANTY

- (a) The Company makes no express warranty or guarantee as to the condition or fitness for purpose of Goods, except that to the extent that the Goods supplied are covered by a manufacturer's warranty which the Company shall pass on to the Buyer. All Buyer claims will be assessed by the manufacturer of the Goods ("manufacturer") and/or the Company.
- (b) The Company and the Manufacturer will not be liable for any fault in the Goods caused by misuse, negligent acts or omissions of the Buyer.
- (c) To the extent permitted by Law, the Company's liability arising from any breach of any implied conditions or warranties will be limited to:
 - i. the replacement of the Goods;
 - ii. re-supply of the goods;

- iii. payment of the cost of replacement of the Goods;
- iv. payment of the cost of repair of the Goods.

(d) The Company will not be liable to the Buyer for all negligent acts or omissions of the Company, its employees, agents or contractors or other such liability in connection with the supply of the Goods.

(e) The Company acknowledges all Goods supplied to the Buyer are supplied with consumer guarantees under the ACL.

8. PPSA

- (a) The Buyer acknowledges and agrees that by accepting these terms and conditions, these constitute a Security Agreement (or defined in the PPSA) that covers the Goods for the purposes of the PPSA:
 - i. the Company (as a Secured Party) holds a security interest on the Goods and all other present and after acquired Goods supplied by the Company to the Buyer;
 - ii. any purchase by the Buyer on credit terms from the Company will constitute a purchase money security interest as defined under section 14 of the PPSA;
 - iii. the Company will continue to hold a Security Interest in the Goods in accordance with and subject to the PPSA, notwithstanding that the Goods may be processed, commingled or become an accession with other goods;
 - iv. the Buyer will ensure all Goods supplied by the Company are kept free of any charge, lien or Security Interest or unregistered Security Interest;
 - v. the parties acknowledge that the Company is entitled to register on the Goods supplied or to be supplied to the Buyer under this document on the PPSA Register as "Collateral"; and
 - vi. the Buyer agrees to sign any further documentation which the Company may reasonably require to register, amend or update a Security Interest on the PPS Register.

9. Termination

9.1 Termination by the Company

The Company may terminate this document if:

- (a) the Buyer fails to pay moneys due and payable pursuant to this document; or

- (b) the Buyer breaches, repudiates or terminates this document; or
- (c) winding up proceedings are commenced against the Buyer; or
- (d) a Liquidator, Administrator, Receiver or Controller (as defined by the Corporations Act 2001) is appointed to the Buyer or any part of its assets; or
- (e) the Buyer commits an act of Bankruptcy (as defined in the Bankruptcy Act 1966); or
- (f) the Company has reasonable believe that the Buyer is insolvent; or
- (g) the Buyer suspends, or threatens to suspend the conduct of its business; or
- (h) the Buyer becomes unable to pay its debts as and when they fall due.

9.2 Termination by Buyer

In the event the Buyer terminates this document, then without prejudice to its other rights, the Company may recover from the Buyer all costs and expenses incurred by the Company in its performance of this document and all loss and damage arising from or relating to the termination or repudiation including but not limited to the cost of any Goods ordered but not delivered (which cannot be cancelled or refunded).

10. Costs

- (a) Any expenses, costs or disbursements incurred by the Company in recovering any outstanding money owing by the Buyer to the Company including debt, collection fees and solicitors fees shall be paid by the Buyer.
- (b) Any expenses, costs or disbursements incurred by the Company as a result of the Buyer's acts or omissions shall be paid by the Buyer on a full indemnity basis.

11. Assignment

The Buyer may not assign or transfer or purport to assign or transfer any of its rights or obligations under or in connection with the Quote or this document to any other person or corporation whatsoever.

12. Applicable Law

This document shall be governed by and construed in accordance with the laws of South Australia, Australia. The Buyer agrees to submit to the non exclusive jurisdiction of the South Australian Courts

and courts of appeal therefrom for all purposes of or in connection with this document or the quote.

13. Force Majeure

The Company shall not be liable whatsoever for the consequence of any failure on its part to perform or delay in performing any obligation under these Terms and Conditions when due, whilst and to the extent that such failure or delay is due directly or indirectly to any event of force majeure. Force Majeure includes any act of God, war, riots, strikes, lock outs, trade disputes, fires, break downs, mechanical failures, interruptions of transport, Government action or any cause whatsoever, whether or not of a like nature to those specified above, outside the reasonable control of the Company.

14. Waiver

A waiver of any right or remedy under this document is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this document or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.