

Terms and Conditions

AUS SAFESIGN AND PRODUCTS PTY LTD

ABN 37 688 930 976



TERMS AND CONDITIONS OF SALES AND TRADING

1. INTERPRETATION

- 1.1 In these terms and conditions:
- (a) **'AUS SAFESIGNS & PRODUCTS'** means Aus Safesign and Products Pty Ltd of Unit 3/10 Carbon Court, Osborne Park WA 6017.
 - (b) **'Customer'** means the customer whose name and address appear on the quotation or Invoice.
 - (c) **'Goods'** means all of the products and, if any, services supplied by AUS SAFESIGNS & PRODUCTS to the Customer as described on the purchase order agreed to by AUS SAFESIGNS & PRODUCTS and the Customer, or otherwise, whatsoever.
- 1.2 Nothing in these terms and conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying and condition, warranty, guarantee, right or remedy implied by law (including, without limitation the Australian Consumer Law and any applicable consumer protection legislation and which by law cannot be excluded, restricted or modified.

2. GENERAL

- 2.1 These terms and conditions form part of the sales agreement between AUS SAFESIGNS & PRODUCTS and the Customer and prevail over all terms and conditions of the Customer's order to the extent of any inconsistency between the two.

3. TERMS AND CONDITIONS OF SALE

- 3.1 The Goods and all other products sold by AUS SAFESIGNS & PRODUCTS to the Customer are sold on these terms and conditions of trading.

4. VENDOR'S QUOTATIONS

- 4.1 Any quotation made by AUS SAFESIGNS & PRODUCTS to the Customer shall not constitute offer to sell and any order made pursuant to any quotation shall not bind AUS SAFESIGNS & PRODUCTS unless such an order is expressly accepted by AUS SAFESIGNS & PRODUCTS.

5. PACKING

- 5.1 The cost of any special packing and packing materials used in relation to the Goods shall be at the Customer's expense notwithstanding that such cost may have been omitted from any quotation and the customer agrees to pay any such reasonable cost.

6. DELIVERY

- 6.1 The Customer shall take delivery of Goods at the Customer's nominated delivery address. The delivery times made known to the Customer are estimates only and AUS SAFESIGNS & PRODUCTS is not liable for late delivery or non-delivery. AUS SAFESIGNS & PRODUCTS is not liable for any loss, damage or delay occasioned to the Customer or its customers arising from late or non-delivery or late installation of the Goods.
- 6.2 For those orders under \$1,000 requiring the delivery by AUS SAFESIGNS & PRODUCTS to the Customer, AUS SAFESIGNS & PRODUCTS will impose a handling charge for such Customer, to be determined at the discretion of AUS SAFESIGNS & PRODUCTS.
- 6.3 Lead times commence only upon receipt of all required information, approved artwork, approved proofs, any required deposit and final order confirmation.
- 6.4 All delivery and production timeframes are estimates only and may be affected by supplier delays, freight disruptions, weather conditions, labour shortages or other circumstances outside our reasonable control.

7. SITE ACCESS AND CUSTOMER RESPONSIBILITIES

- 7.1 The Customer must provide safe and suitable access to any site where services are to be performed, including any inductions, permits, escorts, approvals and site-specific requirements.
- 7.2 If installation attendance is delayed or prevented due to site access restrictions, unsafe conditions, site unavailability or incomplete customer preparations, AUS SAFESIGNS & PRODUCTS may charge re-attendance, waiting time and associated costs.

8. VARIATIONS

- 8.1 Any change requested by the Customer after acceptance of a quotation including changes to quantities, dimensions, specifications, materials, finishes, colours, artwork, installation requirements, site conditions or scope of works constitutes a variation.
- 8.2 Variations may result in additional costs, revised pricing and amended lead times.
- 8.3 AUS SAFESIGNS & PRODUCTS may require written approval before proceeding with any variation.

9. LOSS OR DAMAGE IN TRANSIT

- 9.1 AUS SAFESIGNS & PRODUCTS is not responsible for any loss or damage to Goods in transit. AUS SAFESIGNS & PRODUCTS shall give the Customer such assistance as AUS SAFESIGNS & PRODUCTS may regard as reasonably necessary to press claims against carriers provided that the Customer:
- (a) notifies AUS SAFESIGNS & PRODUCTS and the carriers in writing within 24 hours of the receipt of the Goods; and
 - (b) lodges a claim against the carrier within 3 days of the date of receipt of the Goods.

10. PRICES

- 10.1 All prices quoted by AUS SAFESIGNS & PRODUCTS are those listed on AUS SAFESIGNS & PRODUCTS's current price list. The price list is subject to change without notice. Customers should check the current price and availability of items before ordering. Unless otherwise stated, all prices quoted by AUS SAFESIGNS & PRODUCTS are exclusive of GST, insurance and freight.
- 10.2 Prices of goods are subject to alteration without notice and, whilst every effort is made to adhere to prevailing prices, orders are accepted strictly on the basis that the price which will apply is the price ruling at the date of dispatch;
- 10.3 Published or quoted prices are exclusive of Goods and Services Tax, which will be charged at the rate applicable at the appropriate tax point.
- 10.4 Any variation to prices from those quoted which arise as a result of government taxes and levies will be for the Purchaser's account.

Terms and Conditions

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11. PAYMENT

- 11.1 All payments must be made in cash, credit/debit card or direct deposit unless the Customer has been trading with AUS SAFESIGNS & PRODUCTS for 3 months or if AUS SAFESIGNS & PRODUCTS agrees otherwise, after 3 months trading between AUS SAFESIGNS & PRODUCTS and the Customer, acceptable form of payment are cash, credit/debit card or direct deposit.
- 11.2 Customers without an approved credit account:
(a) Orders with a total value under \$500.00 ex GST require payment in full upon acceptance of the quotation.
(b) Orders with a total value of \$500.00 ex GST or greater require a deposit of 50% of the quoted amount prior to commencement of production, with the remaining balance payable prior to collection, dispatch or delivery.
(c) All goods remain the property of AUS SAFESIGNS & PRODUCTS until payment has been received in full.
(d) Goods will not be released, dispatched, delivered or made available for collection until all amounts owing have been paid in full.
- 11.3 Customers with an approved credit account must pay invoices within thirty (30) days of invoice date unless otherwise agreed in writing by AUS SAFESIGNS & PRODUCTS.
- 11.4 If any invoice remains unpaid after its due date, AUS SAFESIGNS & PRODUCTS may charge interest on the outstanding balance at the rate of 1.5% per month, calculated daily from the due date until payment is received in full. Such interest may be invoiced separately and is payable within seven (7) days of invoice date.
- 11.5 The Customer must indemnify AUS SAFESIGNS & PRODUCTS for all reasonable costs, expenses and disbursements incurred in recovering overdue amounts, including debt collection agency costs, legal costs and court fees.
- 11.6 Where any amount payable by the Customer is overdue, AUS SAFESIGNS & PRODUCTS may place the Customer's account on hold, suspend or refuse the supply of goods or services, decline new orders, suspend production, dispatch or delivery of any goods, and require payment in advance for future transactions until all outstanding amounts, including any interest, fees and charges, have been paid in full. This clause applies regardless of whether the Customer holds an approved credit account.
- 11.7 Customers who have been authorised and have made prior arrangement with AUS SAFESIGNS & PRODUCTS, may deposit payment of the purchase price for Goods directly into AUS SAFESIGNS & PRODUCTS's bank account unless otherwise notified
BANK: WESTPAC
ACCOUNT NAME: AUS SAFESIGN AND PRODUCT PTY LTD
BSB NUMBER: 036-310
ACCOUNT NUMBER: 542889

12. PROVISION OF CREDIT

- 12.1 The provision of credit by AUS SAFESIGNS & PRODUCTS to the Customer, and the terms of such credit, is at the absolute discretion of AUS SAFESIGNS & PRODUCTS. Without prejudice to the generality of the foregoing:
(a) AUS SAFESIGNS & PRODUCTS may in its absolute discretion extend and/or continue to extend credit to the Customer subject to the provision of such details as AUS SAFESIGNS & PRODUCTS may require; or
(b) AUS SAFESIGNS & PRODUCTS may in its absolute discretion extend and/or continue to extend credit to the Customer subject to the provision of security whether by personal guarantees or other security in a form which is acceptable to AUS SAFESIGNS & PRODUCTS; or
(c) AUS SAFESIGNS & PRODUCTS may in its absolute discretion cancel or vary credit made, available to the Customer in which case the Customer shall forthwith pay to AUS SAFESIGNS & PRODUCTS the cash amount of the credit withdrawn.
- 12.2 AUS SAFESIGNS & PRODUCTS may immediately suspend supply, cancel existing orders, withdraw credit facilities or require payment in advance where:
(a) an account becomes overdue;
(b) a credit limit is exceeded;
(c) there is a reasonable concern regarding the Customer's financial position; or
(d) the Customer breaches these Terms and Conditions.
(e) AUS SAFESIGNS & PRODUCTS may place the Customer's account on hold and refuse to accept new orders until all overdue amounts have been paid in full.
- 12.3 Any invoice remaining unpaid for more than thirty (30) days after the due date may incur an overdue account fee calculated at 1.5% per month on the outstanding balance, calculated daily until payment is received in full. Such charges may be invoiced separately and must be paid on demand.
- 12.4 AUS SAFESIGNS & PRODUCTS reserves the right to charge a reasonable administration fee of \$25.00 for each overdue invoice where additional payment reminders, account administration or collection action is required. Such fees may be invoiced separately and are payable within seven (7) days of invoice.

13. CUSTOMER PURCHASE ORDERS

- 13.1 Submission of a Purchase Order by the Customer does not constitute approval of credit.
- 13.2 Any terms and conditions contained within a Customer Purchase Order, procurement portal, subcontract agreement or similar document shall not apply and shall not override these Terms and Conditions unless expressly agreed in writing by an authorised representative of AUS SAFESIGNS & PRODUCTS
- 13.3 Where a Customer does not hold an approved credit account, any Purchase Order issued by the Customer shall be accepted solely on the basis of AUS SAFESIGNS & PRODUCTS standard payment terms.
- 13.4 AUS SAFESIGNS & PRODUCTS may, at its sole discretion, agree to alternative payment terms including payment within fourteen (14) days from invoice date.

14. REFUNDS

- 14.1 All refunds made by AUS SAFESIGNS & PRODUCTS shall be made by way of direct deposit unless the Customer paid for the Goods or products sold by AUS SAFESIGNS & PRODUCTS in cash and has expressly requested a cash refund.

Terms and Conditions

AUS SAFESIGN AND PRODUCTS PTY LTD

ABN 37 688 930 976



15. RETURN OF GOODS FOR CREDIT

- 15.1 Subject to the following conditions, the Customer may return Goods to AUS SAFESIGNS & PRODUCTS and receive credit.
- (a) AUS SAFESIGNS & PRODUCTS shall not be under any obligation to accept Goods returned by the Customer and will do so only on terms to be agreed in writing in each individual case.
 - (b) The Goods must be returned with the original packing.
 - (c) If the Goods returned are over 7 days old, then AUS SAFESIGNS & PRODUCTS shall be entitled to charge the Customer restocking fee of up to 15% the current price of the Goods is applicable.
 - (d) If a credit return is accepted by AUS SAFESIGNS & PRODUCTS credit note is issued to Customer by AUS SAFESIGNS & PRODUCTS no less than one working day after such acceptance.
 - (e) Custom signs produced to customer specification cannot be returned for credit.

16. RETENTION OF TITLES IN GOODS

- 16.1 AUS SAFESIGNS & PRODUCTS shall remain the legal and beneficial owner of Goods delivered to the Customer and property In the Goods shall not pass to the Customer until payment by the Customer to AUS SAFESIGNS & PRODUCTS of all money owing by the Customer to AUS SAFESIGNS & PRODUCTS
- 16.2 The Customer takes possession of the Goods as a trustee and bailee of AUS SAFESIGNS & PRODUCTS and agrees to keep the Goods separate from the Customer's own and that of third parties and properly and separately stored, protected and insured until payment in full to AUS SAFESIGNS & PRODUCTS.
- 16.3 In the event that the Customer fails to pay any sum owed to AUS SAFESIGNS & PRODUCTS in respect of the Goods or commits and act of bankruptcy or a receiver or receiver and manager or a controller or managing controller is appointed or the Customer goes into liquidation, voluntary administration or some other form of insolvency administration whether formal or informal or the Customer proposes or enters into a scheme or compromise or arrangement or deed of company arrangement with the Customer's creditors or the Customer ceases to carry on business then, without prejudice to any other rights of AUS SAFESIGNS & PRODUCTS, AUS SAFESIGNS & PRODUCTS is entitled to enter immediately onto the Customer's premises at any time and retake possession of all Goods and the Customer hereby expressly authorises and agrees to AUS SAFESIGNS & PRODUCTS being entitled to enter into the Customer's premises for such purpose.
- 16.4 AUS SAFESIGNS & PRODUCTS authorises the Customer to sell or use Goods in the ordinary course of the Customer's business and upon such use or sale:
- (a) as between AUS SAFESIGNS & PRODUCTS and the Customer, the Customer sells the Goods on behalf of and as bailee and trustee for AUS SAFESIGNS & PRODUCTS;
 - (b) as between the Customer and any third party, the Customer sells as principal;
 - (c) the Customer shall hold an account for the whole of the proceeds of the such sales separately and upon trust for AUS SAFESIGNS & PRODUCTS; and
 - (d) AUS SAFESIGNS & PRODUCTS shall be entitled to the whole of the proceeds of such sale, provided that the Customer shall be entitled to deduct amounts from the sale proceeds held on trust, but only to the extent that the remaining sum held on trust is not less than the amount of the purchase price of the Goods sold.
- 16.5 The Customer acknowledges that these Terms may create a security interest and purchase money security interest (PMSI) for the purposes of the Personal Property Securities Act 2009 (Cth).
- 16.6 The Customer consents to Aus Safesign and Products Pty Ltd registering its security interests on the Personal Property Securities Register (PPSR).
- 16.7 The Customer agrees to do all things reasonably required by AUS SAFESIGNS & PRODUCTS to enable registration, protection and enforcement of such security interests.

17. GOODS AND SERVICES TAX (GST)

- 17.1 Unless expressly stated otherwise, all prices are quoted in Australian Dollars (AUD) and are exclusive of GST.
- 17.2 Where GST is payable on any supply made by Aus Safesign and Products Pty Ltd, the Customer must pay an additional amount equal to the GST payable in respect of that supply.
- 17.3 GST will be calculated at the rate prescribed by applicable legislation and will be shown separately on quotations, tax invoices and other relevant documents.

18. WARRANTY

- 18.1 AUS SAFESIGNS & PRODUCTS warrants that Goods are free from defect in workmanship and materials for a period of 12 months from the date of invoice to the Customer. Subject to the following conditions of warranty, if the Goods fail to operate for any reason within the warranty period and the Goods are returned to the place of purchase at the Customer's expense, AUS SAFESIGNS & PRODUCTS will repair or replace the Goods free of charge:
- (a) The Goods must be returned to AUS SAFESIGNS & PRODUCTS with proof of purchase.
 - 1. Our goods come with guarantees that cannot be excluded under the Australian consumer law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
 - 2. Any claim under this warranty must be made within 14 days of the date of purchase of the product. To make a claim under the warranty, take the product (with proof of purchase) to the store where you purchased the product or contact;
- AUS SAFESIGNS & PRODUCTS, Unit 3/10 Carbon Court Osborne Park, WA 6017, Phone 08 6285 4003, email admin@asap-signs.com.au
- (b) The Goods must be returned with packaging intact.
 - (c) The Goods must not have been altered in any way.
 - (d) Failure of the Goods must not be due to misuse, improper installation, and connection to the wrong voltage or any other abuse.
 - (e) AUS SAFESIGNS & PRODUCTS will not be responsible for damage or loss to Goods caused during shipping.
- 18.2 Apart from any warranties implied by the Australian Consumer Law and any applicable consumer protection legislation, all other warranties express or implied and whether arising by virtue of statute or otherwise are hereby excluded.
- 18.3 Any repair of Goods undertaken by AUS SAFESIGNS & PRODUCTS, which are found to be faulty due to abuse, misuse or improper installation, shall be charged to the Customer at AUS SAFESIGNS & PRODUCTS's current hourly rate for required labour.

Terms and Conditions

AUS SAFESIGN AND PRODUCTS PTY LTD

ABN 37 688 930 976



- 18.4 AUS SAFESIGNS & PRODUCTS will supply replacement Goods not less than 7 working days after the receipt of returned Goods. Where the Customer requires immediate replacement, AUS SAFESIGNS & PRODUCTS shall be entitled to charge the Customer for the additional cost of doing so.
- 18.5 The Customers acknowledges that it can take up to eight weeks for AUS SAFESIGNS & PRODUCTS to replace returned Goods.
- 18.6 If by reason of stock shortage or discontinued lines, no exact replacement Goods can be **Supplied** by AUS SAFESIGNS & PRODUCTS, then AUS SAFESIGNS & PRODUCTS reserve the right to supply a substitute that is as close an equivalent to the replacement Goods as is available to AUS SAFESIGNS & PRODUCTS.

16. CUSTOMER'S PROPERTY

- 16.1 Any property of the Customer under AUS SAFESIGNS & PRODUCTS's custody or control shall be entirely at the Customer's risk as regards loss or damage caused to the property or by it.

17. STORAGE

- 17.1 AUS SAFESIGNS & PRODUCTS reserves the right to make a reasonable charge for storage if sufficient delivery instructions are not provided by the Customer.

18. GOODS SOLD

- 18.1 All Goods to be supplied by AUS SAFESIGNS & PRODUCTS are as described on the purchase order agreed by AUS SAFESIGNS & PRODUCTS and the Customer. That description prevails over all other descriptions including any Customer's specification or inquiry.

19. ARTWORK, COPYRIGHT & AI GENERATED CONTENT

- 19.1 The Customer is responsible for reviewing and approving all artwork proofs prior to production, including spelling, grammar, dimensions, colours, quantities, addresses and compliance requirements.
- 19.2 Once artwork approval has been received, AUS SAFESIGNS & PRODUCTS accepts no responsibility for errors contained within the approved proof. Where artwork, logos, images, text, designs, trademarks or other content are supplied by the Customer, the Customer warrants that it owns or has obtained all necessary permissions, licences and rights for reproduction and use.
- 19.3 Customer supplied artwork will be produced as supplied unless artwork services have been specifically quoted and engaged.
- 19.4 Where AI-generated artwork or content is supplied by the Customer, the Customer is solely responsible for ensuring appropriate ownership, licensing rights and commercial usage rights exist.
- 19.5 AUS SAFESIGNS & PRODUCTS accepts no responsibility for copyright, trademark, intellectual property or ownership disputes relating to customer supplied artwork, content or AI-generated material.
- 19.6 The Customer indemnifies AUS SAFESIGNS & PRODUCTS against all claims, losses, damages, expenses and legal costs arising from any breach of intellectual property rights resulting from customer supplied content.
- 19.7 AUS SAFESIGNS & PRODUCTS reserves the right to refuse any artwork or content where ownership, authority or licensing rights cannot be reasonably established.

20. LIABILITY

- 20.1 AUS SAFESIGNS & PRODUCTS will not be liable for any lost revenue or profit caused by the use of the Goods. It is the Customer's responsibility to ensure that data stored in or associated with the Goods is adequately protected or backed up.
- 20.2 Except insofar as they cannot be excluded or limited, all warranties terms and conditions whether express or implied by statute, common law or trade custom or usage or otherwise, are hereby expressly excluded.
- 20.3 To the extent that any term, warranty or condition cannot be excluded, such term, warranty or condition is, to the extent permitted by law, limited to the:
 - (a) repair of Goods;
 - (b) replacement of Goods or the supply of equivalent Goods; or
 - (c) payment of the cost of either (a) or (b).

21. CANCELLATION

- 21.1 No order may be cancelled except with AUS SAFESIGNS & PRODUCTS's consent in writing and on condition that the Customer indemnify AUS SAFESIGNS & PRODUCTS against all losses resulting from such cancellation.

22. WAIVER

- 22.1 The failure by AUS SAFESIGNS & PRODUCTS to enforce any of these terms and conditions does not constitute a waiver of AUS SAFESIGNS & PRODUCTS's rights to enforce them.

23. SEVERABILITY

- 23.1 To the extent that any one or more of the provisions herein contained is prohibited by any applicable law, such provisions shall to such extent be ineffective without invalidating or modifying the remaining provisions which shall continue in full force and effect as if the provisions so prohibited had not been included.

24. GOVERNING LAW

- 24.1 All sales made under these terms conditions of trading shall be deemed to have been made in the State of Western Australia **and** the construction, validity **and** performance of such sales is governed by the law for the time being in force in that State. The parties agree to submit to the exclusive jurisdiction of the Courts of Western Australia.