

1. Definitions

All contracts entered into by QA Signs Pty Ltd are subject to these Conditions of Sale (**Conditions**). In these Conditions, unless the context otherwise requires.

"Additional Costs" refers to and shall include but not be limited to; non-tender specified requirements; additional art work required to make ready for production or provision of full colour proofs.

"Agreement" means an agreement between the Customer and the Company to supply Goods. The Agreement consists of the terms of the Order and these Conditions.

"Company" means QA Signs Pty Ltd.

"Contract Price" wherever it appears in these Conditions means the agreed price plus GST.

"Customer" means the individual, company or other organisation to which the Company may agree to supply Goods in accordance with the Company's standard Conditions of sale as written in this agreement.

"Due Date" is the date shown on the tax invoice.

"Goods" is defined and refers to any product, material, work, service or design of which the Company has made, created, or manufactured for sole distribution or sale and to be supplied pursuant to the contract between the Company and the Customer.

"Manufacturer" means the original supplier of goods where the Company is not the original creator.

"Order" means an order by the Customer to purchase Goods from the Company.

"Preferred Creditor" refers to the Company, as a secured creditor it has the right to be paid before other creditors, in case of the liquidation of a debtor's assets, the Customer becomes insolvent, files a voluntary or involuntary petition for bankruptcy, makes an assignment for the benefit of creditors, has an administrator or receiver appointed or initiates reorganisation proceedings.

"Price" can refer to the cost of a product within a Quotation; transportation costs; government fees and charges costs; contracting costs and equipment costs.

"Progress Claim" refers to part or the entire Quoted or Tendered amount which the Company may require on: confirmation and authorisation of the Quotation; any time up to the completion and installation of the product; any time during the progress of the work; upon delivery of the product.

"Product" means any manufactured or working materials or parts utilized in the construction of Goods.

"Quotation" refers to any Order, tender or Quotation requested from the Company for estimation or price of requested Goods. By approving the Quotation issued the Customer is bound by the Company's Conditions of sale as per this written Agreement.

"Site" refers to the Customer's advised place(s) and location to where the Product is transported and installed.

"Written Notice" refers to any formal notice given to the Company by the Customer, in the form of personal delivery, registered mail, ordinary mail or E-mail.

2. General Application of Conditions

- 2.1. The Customer agrees that these Conditions shall apply to all Orders for purchases of services, products or goods by the Customer and to all services, products or goods supplied by the Company to the Customer.
- 2.2. These Conditions apply to sales by the Company to the Customer whether verbal or in writing.
- 2.3. Any Order placed by a Customer shall constitute an offer to contract upon these express Conditions, and no addition or variation whether contained in the Customer's Order or otherwise shall apply unless expressly agreed in writing by the Company.
- 2.4. These Conditions prevail over the provisions made in any other document which may conflict with these provisions.
- 2.5. The Company reserves the right to amend these Conditions from time to time. Amendments will be effective immediately upon the inclusion of such amendments within the version of Conditions on its website.

3. Acceptance

- 3.1. Any instructions received by the Company from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Company shall constitute acceptance of the Conditions contained herein.
- 3.2. Upon acceptance of these Conditions by the Customer they are binding and can only be amended with the written consent of the Company.
- 3.3. These Conditions shall without further notice apply to all future transactions between the Company and the Customer in relation to the sale and purchase of Goods, whether or not this document is delivered or executed in the course of the transaction.
- 3.4. Goods are supplied by the Company only on Conditions of sale herein to the exclusion of anything to the contrary in the terms of the Customer's Order notwithstanding that any such Order is placed on terms that purport to override these Conditions of trade.

4. Orders

- 4.1. All purchase orders supplied by the Customer are subject to acceptance by the Company and no Contract between the Company and the Customer comes into existence until the Company confirms either verbally or otherwise, in relation to the order.
- 4.2. All Orders are subject to the availability of Goods and to acceptance by the Company's authorised representative.
- 4.3. All Orders must be received in writing, either by mail, E-mail or web Orders. Telephone Orders must be confirmed in writing as soon as reasonably practicable after the call. Any acceptance by the Company by telephone shall be deemed to be provisional only.

5. Quotations

- 5.1. Any Quotation by the Company is not an offer, and no Contract shall come into existence unless and until the Company has accepted in writing or by the processing of the Customer's purchase order to supply the Goods specified in the Quotation.
- 5.2. Any Quotation provided by the Company is valid for thirty days from the Quotation date. After which it may be subject to review.
- 5.3. The Company controls the right to vary, withdraw or cancel the Quotation or tender at any time before it is accepted by the Customer. The Company is under no liability to the Customer or any third party for any damage, loss or other liability resulting from such withdrawal or cancellation.
- 5.4. The Company renders all rights to adjust the Quotation or tender costs advised, following the Customer's Quotation approval but before completion and installation to reflect any increase in cost to the Company due to any factor beyond the control of the Company.
- 5.5. All Quotations exclude the following unless expressly stated:
 - 5.5.1. Any required special permits, soil testing, engineer calculations or location of underground utilities,
 - 5.5.2. Transportation, Packing; Crating, Insurance, Delivery,
 - 5.5.3. Power supply fees and charges associated with the power supply or connection of power supply.
 - 5.5.4. Fees and charges associated with any traffic control or third party property access to site.

6. Cancellations

- 6.1. Once a Quotation is approved and accepted (within 30 business days), the Customer may only apply for cancellation of the agreed Quotation by formal written notice.

- 6.2. Cancellation of Orders cannot be accepted without the consent in writing of the Company to the Customer and on condition that the Customer will incur liability for all the Company's costs and expenses incurred up to the time of cancellation and/or loss of profits and other loss or damage resulting to the Company by reason of such cancellation.

7. Specifications and Variation

- 7.1. The Customer shall be responsible to the Company for ensuring the accuracy of the Quotation and to report possible inaccuracies.
- 7.2. The eventual quantity, quality, description of, and any specification for the Goods shall be as expressly set out in the Contract.
- 7.3. Any variations to the Goods need to be formally presented in writing to the Company.
- 7.4. After review of the variation request the Company agrees to the variations, the Customer will be liable to pay all costs incurred by the Company in performing the additional work or any alterations of work in progress.
- 7.5. The Customer will grant reasonable extensions of time for the additional work and labour required to meet the requested variations indicated in the written advice by the Customer.

8. Progress and Completion

- 8.1. The Company will make all attempts and effort to carry out the agreement of service between it and the Customer.
- 8.2. The Customer agrees that estimations of completion dates will be based on the provisions of:
 - 8.2.1. full cooperation from the Customer,
 - 8.2.2. supply of any goods from other suppliers,
 - 8.2.3. any necessary council or government permits or approvals are the Customer's responsibility unless otherwise expressly stated.
- 8.3. The Customer is solely responsible for access to the site location for the purpose of installation of the product. The Company shall not be liable for any loss or damage to the site unless due to the negligence of the Company.
- 8.4. If due to any event, the Company is unable to fulfill any contract or agreement of service, the Company will not be liable for any loss or damage which the Customer may pursue.

9. Delivery and Installation

- 9.1. The Customer is solely responsible for the correctness of any information regarding delivery and installation instructions provided to the Company.
- 9.2. The Company will not be liable or incur any loss, damage or any other liability directly or indirectly resulting from the delay in delivery or installation by its acting agents/contractors.
- 9.3. In the event that the Customer fails to provide delivery or installation instructions within 10 business days of a request issued by the Company for such information, the Company reserves the right to charge for storage of the Product pending delivery advice.

10. Prices

- 10.1. The Company reserves the right by giving written notice to the Customer to increase the Contract Price of the Goods to reflect any verifiable increase in cost outside of the Company's control, for example but without restriction, increased government charges, increase in material prices, labour or other costs of manufacture.
- 10.2. The Company's Quotation is subject to final site details, including but not limited to, dimensions, conditions and restrictions. The Company reserves the right by giving notice to the Customer to increase the Contract Price of the Goods where problems with the premises or the site for installation occur which cause additional delivery or installation costs for the Company which were not advised by the Customer before the issue of any Quotation of the product.
- 10.3. The Company reserves the right to charge the Customer progress claims during the course of the contract.
- 10.4. The Price for the Goods to be paid by the Customer to the Company shall be paid in the currency as specified by the Company on its Invoice.

11. Terms of Payment

- 11.1. Payment of the amount specified by the Company in the Quotation, tender or contract agreement must be made to the Company by the Due Date shown on the tax invoice.
- 11.2. Payment to the Company must be made in full without any deductions or restrictions for set-offs or counter claims by the Customer on the Due Date advised.
- 11.3. The Customer will incur and be liable for interest at a rate of 15% per annum calculated daily on any outstanding amount, costs, charges and expenses (including debt collection and legal costs) incurred by the Company in the recovery of any overdue payment from the Due Date specified, until paid.
- 11.4. In the event that the Customer fails to pay any outstanding amount, costs, charges and expenses later than 30 business days from the date of the invoice the Company will engage the services of a debt collection agency of its choice to collect the monies outstanding and the Customer will be liable for all costs (including debt collection and legal costs) incurred by the Company.
- 11.5. Unless specifically excluded, all accepted Quotations require an upfront payment to be paid prior to the commencement of any work by the Company following approval or authorisation of a Quotation or tender:
 - 11.5.1. 100% if stated on the Quotation,
 - 11.5.2. 50% deposit if stated on Quotation and remaining 50% payment on day of delivery of Product or installation on Site(s).
- 11.6. Payment may be paid by cash, direct deposit and electronic bank transfer. Debit and Credit Cards are accepted as agreed with the Company.
- 11.7. Receipt by the Company of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Company ownership or rights in respect of the Goods shall continue.
- 11.8. Progress payments to the Company must be made by the Customer, in the amount specified in the Quotation and within 7 business days of receiving the Company's invoice for the Progress Claim.

12. Privacy Act 1988

- 12.1. The Company may disclose any personal information in its possession relating to the Customer to any credit reporting agency or similar body, for the purpose of assessing the Customer's creditworthiness.
- 12.2. The Customer consents to the Company receiving a credit report from credit reporting agencies or similar bodies containing personal credit information regarding the Customer's commercial activities or creditworthiness.

13. **Risk and Title**
- 13.1. Title to the Goods shall remain vested in the Company and shall not pass to the Customer until the purchase price for the Goods has been paid in full and received by the Company.
- 13.2. Irrespective of whether title to the Goods remains vested in the Company risk in the Goods shall pass to the Customer upon delivery.
- 13.3. Subject to the PPSA, until such time as the Goods have been paid for in full the Customer is at liberty to sell the Goods, including Goods into which the Company's Goods have been mixed, in the ordinary course of its business, and the Customer shall hold the proceeds thereof in trust for the Company and promptly account to the Company for those proceeds in payment of the purchase price for the Goods.
- 13.4. The Customer and the Company agree that the provisions of this clause apply notwithstanding any agreement between the parties under which the Company grants the Customer credit.
14. **Default**
- On happening of any one or more of the following events, namely, the Customer:
- 14.1. Fails to make payment to the Company on the Due Date, or
- 14.2. Refuses or neglects to take delivery of the Goods, or
- 14.3. (Being a Company) has an administrator or liquidator appointed over all or any of its assets of the Customer or enters into a scheme of arrangement for the benefit of its creditors, resolves that it be wound up or have a petition for its winding up presented against it or (being an individual) an application is made for the winding up of the Customer or a petition for bankruptcy is presented or the Customer petitions for his bankruptcy, or
- 14.4. Ceases or threatens to cease to carry on a business, or
- 14.5. Fails to comply with any obligation herein contained, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to terminate the contract or suspend any further deliveries under the contract without liability to the Company, and if the Goods have been delivered and not paid for, the Contract Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
15. **Personal Property Securities Act 2009 ("PPSA")**
- 15.1. The terms "Collateral", "Debtor", "Financing Change Statement", "Financing Statement", "Grantor", "Proceeds", "Purchase money security interest", "Secured Party", "Security Agreement" and "Security Interest" have the meanings given in the PPSA.
- 15.2. The Customer acknowledges and agrees that by accepting these Conditions which form part of the contract and constitute a Security Agreement that covers the Collateral for the purposes of the PPSA:
- 15.2.1. the Company holds (as Secured Party) a Security Interest over all of the present and after acquired Goods supplied by the Company to the Customer and any Proceeds of the sale of those Goods ("Collateral"),
- 15.2.2. that any purchase by the Customer on credit terms from the Company or retention of title supply pursuant to clause 13 hereof will constitute a purchase money security interest as defined under section 14 of the PPSA ("PMSI"),
- 15.2.3. the PMSI granted herein will continue to apply to any Goods coming into existence or proceeds of sale of Goods coming into existence,
- 15.2.4. 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,
- 15.2.5. any Company Security Interest will be a continuing and subsisting interest in the Collateral with priority to the fullest extent permitted by law over all other registered or unregistered Security Interests,
- 15.2.6. until title in the Goods pass to the Customer, it will keep all Goods supplied by the Company free and ensure all such Goods are kept free of any charge, lien or Security Interest and not otherwise deal with the Goods in a way that will or may prejudice any rights of the Company under the Contract or the PPSA, and
- 15.2.7. in addition to any other rights under these Conditions or otherwise arising, the Company may exercise any and all remedies afforded to it as a Secured Party under Chapter 4 of the PPSA without limitation.
- 15.3. The Customer undertakes to:
- 15.3.1. sign any further documents and provide such information which the Company may reasonably require to register, amend or update a Financing Statement or Financing Change Statement in relation to a Security Interest on the PPS Register,
- 15.3.2. indemnify and upon demand reimburse the Company for all expenses incurred in registering a Financing Change Statement on the PPS Register or releasing any Security Interests,
- 15.3.3. provide the Company not less than 14 days prior written notice of any proposed change in the Customer's name, address, contact numbers, or such other change in the Customer's details registered on the PPS Register to enable the Company to register a Financing Change Statement if required.
- 15.4. The Company and the Customer agree that sections 96, 125 and 132(3)(d) and 132(4) of the PPSA do not apply to the Security Agreement created under this Contract.
- 15.5. The Customer hereby waives its rights to received notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 15.6. The Customer waives its rights as a Grantor and/or a Debtor under sections 142 and 143 of the PPSA.
- 15.7. Unless otherwise agreed in writing by the Company, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 15.8. The Customer shall unconditionally ratify any actions taken by the Company under this clause 15.
- 15.9. This clause 15 will survive the termination of the Contract to the extent permitted by law.
16. **Security and Charge**
- Despite anything to the contrary contained herein or any other rights which the Company may have howsoever:
- 16.1. where the Customer is the owner of land, realty or any other asset capable of being charged the Customer agrees to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Company or the Company's nominee to secure all amounts and other monetary obligations payable under these Conditions. The Customer acknowledges and agrees that the Company (or the Company's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- 16.2. Should the Company elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer shall indemnify the Company from and against all the Company's costs and disbursements including legal costs on a solicitor and own Customer basis.
17. **Latent Conditions**
- 17.1. The Customer will be responsible for any latent conditions that cannot be identified during site inspection and prior to the commencement of work.
- 17.2. Latent conditions include not only those things which are on the surface of the land and the soil itself but subsurface features, such as but not limited to, underground utilities such as telecommunications, electricity lines and sewerage systems and site conditions affected by contamination, water courses and rock (not only its existence, but also key features such as quantity, type, weathering grade and strength).
18. **Force Majeure**
- 18.1. The Company shall not be liable to the Customer or deemed to be in breach of contract between the Customer and the Company for failure to deliver or for delay in delivery arising from any cause whatsoever beyond the reasonable control of the Company, for example but without restriction:
- 18.1.1. Acts of God, lightning strikes, earthquakes, floods, droughts, storms, fires or other natural disasters, radioactive or chemical contamination, acts of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo; rebellion, revolution, insurrection, or military or usurped power, or civil war; riot or civil commotion, malicious damage.
- 18.1.2. Strikes or other industrial disputes or disturbances; go slows, lock outs or disorder, work bans, pickets or blockades, breakdown of machinery or equipment; non delivery or shortage of supplies.
- 18.2. The Company shall not be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure that arises after the Effective Date.
- 18.3. Notwithstanding any written warranty guaranteeing a date of delivery, the time for delivery will be extended for a reasonable period having regard to the effect of the cause of the delay on the manufacture or delivery of the product.
- 18.4. The events in this clause do not relieve the Customer from any obligation to pay for any Goods already delivered or to accept delivery of any Goods tendered by the Company despite the delaying event or after the delaying event ends.
- 18.5. The Customer shall not be relieved from any obligation to accept or pay for material by reason of any delay in delivery or dispatch.
19. **Indemnity and Release**
- 19.1. The Customer agrees to indemnify and keep indemnified the Company, its agents, employees and contractors from all claims, demands, actions (including the cost of defending any legal proceedings), loss, damage or suits arising from any loss or damage to any property or death or injury to any person or persons in connection with the supply to and the use of the Goods by the Customer.
- 19.2. The Customer agrees to indemnify and keep indemnified the Company, its agents, employees and contractors from all claims, demands, actions (including the cost of defending any legal proceedings), loss, damage or suits arising from infringement by the Company of any patent, design or other intellectual property supplied by the Customer.
- 19.3. In no event, except as provided by law, shall the Company be responsible for any loss of profit, penalties, expenditure, damages or losses incurred by the Customer arising out of any delay in delivery or caused by or arising out of any use of or dealing with the product whether arising from any defect in the Goods, unsuitability for the Customer's purpose, negligence by the Company or its employees or agents or in any other way.
20. **Governing Law**
- 20.1. The Quotation, Conditions of Sale and subsequent Contract between the Customer and the Company will be governed by the laws of Queensland and the parties submit to the jurisdiction of courts of that State.
21. **Severability**
- 21.1. If a provision of these Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 21.2. If any unlawful and/or unenforceable provision of these Conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
22. **Confidentiality**
- 22.1. Both the Company and the Customer shall keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations or other communications between them relating to the Goods.
- 22.2. All copyright, design right, know-how or other intellectual property rights created by or used by the Company in relation to the Contract shall remain vested and belong absolutely to the Company. The Customer shall have a license to use the same only for the purpose of using the Goods. Any drawings, designs and/or proposals submitted by the Company for approval shall remain the property of the Company and shall be treated by the Customer as strictly confidential and shall not be divulged to third parties without the Company's prior written consent.
23. **Formal Written Notices**
- 23.1. Upon acceptance or approval of any Quotation or tender issued by the Company; or Variation of product, the Customer must issue formal written notices in the form of either personal delivery, registered mail, standard mailing system or E-mail where date of receipt will be recognised upon acknowledgement of the written notice.
- 23.2. All formal communication and notices must be in writing in the English language and forwarded by personal delivery, registered mail, standard mailing system or E-mail.
24. **Copyright**
- 24.1. Any proof provided to a Customer by the Company remains the property of the Company.
- 24.2. All original artwork, designs and layouts are all owned by the Company. Digital or physical reproduction of said artwork without written permission (for purposes other than proofing) is not permitted.