

# Terms and Conditions

These are the entire Terms and Conditions of Sale of all goods merchandise and services ("the goods") supplied by INTERGLASS PTY LIMITED as Trustee for The INTERGLASS INVESTMENT TRUST (ACN 072 403 546 – ABN 43 798 865 186), and any associated businesses (all of which are referred to as "INTERGLASS") to any person, firm or company placing an order with INTERGLASS for the purchase of any goods ("the Customer"). Except as otherwise expressly agreed upon in writing between a duly authorised officer of INTERGLASS and the Customer, these Terms and Conditions shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any Customer.

## 1. DEFINITIONS AND INTERPRETATION

- i.
  - i. "Business Day" means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
  - ii. "Customer" means the person to whom the Quotation is addressed and/or any person who accepts it.
  - iii. "Contract" means the contract for the sale of the Goods and the supply of the Services specified in the Order and subject to these terms and conditions of sale.
  - iv. "Courts" means, in relation to a Jurisdiction, those courts and tribunals exercising jurisdiction in that Jurisdiction, including any competent Federal court exercising jurisdiction in that Jurisdiction.
  - v. "Domestic Building Act" means the Home Building Contracts Act 1991 (WA), as amended from time to time, and includes any other laws or regulations which imply certain warranties into the contract between INTERGLASS and the Customer.
- ii. "Goods" means the Goods the subject of the Quotation.
- iii. "Order" means the acceptance of the Quotation in whole or in part by the Customer.
- iv. "person" includes companies.
- v. "Quotation" means the document issued by INTERGLASS outlining its estimate of the cost for the provision of specified Goods and Services.
- vi. "Services" means the Services, if any, to be supplied with the Goods and the subject of the Quotation.
- vii. Headings are for convenience only and do not form part of these terms and conditions of sale.
- viii. Reference to the singular includes the plural and the plural includes the singular.
- ix. Reference to one gender includes the others.

## 2. PLACING ORDER

- i. Any person who accepts the Quotation warrants he is the duly authorised agent of the Customer for the purpose of placing the Order. An order is deemed to have been accepted by the Customer upon the signing of the Quotation and or payment of a deposit. By accepting the order the Customer is deemed to have read and understood the INTERGLASS terms and conditions of sale.
- ii. No quotation by INTERGLASS shall constitute an offer.
- iii. The Customer acknowledges that INTERGLASS has no obligation to agree to provide, or continue to provide any credit facilities to the Customer. The Customer is not entitled to any credit facilities until it receives notice from INTERGLASS to that effect and INTERGLASS may at any time by notice to the Customer reduce, vary or terminate any such credit facilities. Any credit limit that may apply from time to time in respect of credit facilities is for the administrative convenience and solely for the benefit of INTERGLASS and such credit limit does not constitute a term of this agreement nor of any Deed of Guarantee, Indemnity and Charge in respect of the obligations of the Customer.

## 3. TERMS OF PAYMENT

- i. Payment is subject to any terms agreed between INTERGLASS and the Customer in writing. In the absence of such written agreement, but subject always to any restrictions imposed by the Domestic Building Act, the Customer must make payment in full at the time of placing the Order.
- ii. The Customer is not entitled to defer, offset or withhold payment in whole or in part for any reason unless agreed to by INTERGLASS in writing.
- iii. If at any time monies are overdue, then at the option of INTERGLASS (but subject always to any restrictions imposed by the Domestic Building Act) the whole account balance shall become immediately due and owing by the Customer.
- iv. INTERGLASS may, at its absolute discretion, charge interest on all overdue accounts at the rate of 2% per month calculated on daily rests and to charge for any expenses incurred in collecting or attempting to collect any overdue monies, including any debt collector's expenses incurred, or to be incurred.
- v. INTERGLASS reserves the right to charge an administration fee for any payment made by credit card and the amount to be charged will be advised to the customer at the time of placing the order.
- vi. If INTERGLASS is required to deviate from the Quotation in order to fulfil the Order, INTERGLASS may, in its absolute discretion, charge the Customer to the fullest extent permitted by law for any additional costs incurred by INTERGLASS in so doing.
- vii. A certificate signed by an authorised representative of INTERGLASS shall be prima facie evidence of the amount of indebtedness of the Customer to INTERGLASS at that time.
- viii. The Customer is liable to pay to INTERGLASS and INTERGLASS may recover in full from the Customer all costs, expenses and disbursements incurred and / or payable by INTERGLASS (including debt collection agency fees and legal costs of a solicitor and own client basis) arising from or as a result of INTERGLASS's exercising or enforcing or seeking or exercise or enforce a right under these Terms and Conditions or the accompanying Deed of Guarantee, Indemnity and Charge, and in particular, in collecting or attempting to collect amounts due to INTERGLASS. Such costs, expenses and disbursements

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may be recovered by INTERGLASS from the Customer as a liquidated debt. INTERGLASS may apply payments received from the Customer firstly to any costs, expenses and disbursements, then to interest and then to other amounts owed by the Customer.

#### **4. ABILITY TO SUPPLY**

- i. Any obligation of INTERGLASS to supply Goods or Services is subject to its ability to secure labour, materials and other Services for the manufacture and supply of the Goods and Services.
- ii. INTERGLASS shall not be liable in anyway for failure to deliver the Goods and/or supply the Services within the stated time and the Customer may not reject the Goods and/or Services on account of such failure to deliver within the stated time.
- iii. INTERGLASS shall not be liable for any failure to supply or deliver the Goods or Services due to strikes, fires, explosions, flood, riot, lock-out, injunction, interruption of transportation, accidents, war, governmental action or other circumstances beyond INTERGLASS's control.
- iv. If for any reason INTERGLASS is unable to perform its obligations under the Contract, then INTERGLASS may at any time by notice in writing to the Customer terminate the Contract whereupon the Contract will be at an end and any deposit money paid by the Customer will be refunded by INTERGLASS and save for the recovery of the deposit neither party will have any claim against the other.

#### **5. PRICES**

- i. The prices on the Quotation shall remain current for 30 days. INTERGLASS reserves the right to vary the prices after lapse of 30 days, to the extent permitted by law.
- ii. The quoted price is based upon the particular specifications of the Goods current at the time of Quotation. INTERGLASS reserves the right to vary the price if there is any variation in specification after the Order is placed, to the extent permitted by law.
- iii. Notwithstanding any other clause of these terms and conditions of sale, if any supply by INTERGLASS is subject to Goods and Services Tax ("GST"), the Customer must, unless the price on the Quotation expressly states that GST is included, pay an additional amount to INTERGLASS. The additional amount:
  - a. is equal to the price payable by the Customer for the relevant supply multiplied by the prevailing GST rate; and
  - b. is payable at the same time and in the same manner as the price for the supply to which the additional amount relates.
- iv. The Customer must pay to INTERGLASS all charges, duties, imposts, taxes (including any goods and services taxes and sales taxes) and similar amounts payable in relation to the sale or supply of any products or services by INTERGLASS to the Customer.
- v. To secure repayment of all amounts the Customer owes to INTERGLASS on any account from time to time, the Customer charges, as beneficial owner and trustee of any trust, in favour of INTERGLASS all of the Customer's right, title and interest in land held now or in the future wherever located. Pursuant to this charge, the Customer acknowledges INTERGLASS's caveatable interest and consents to INTERGLASS lodging a caveat over the Customer's land at any time. Immediately on INTERGLASS's request the Customer agrees to execute a mortgage in registrable form in INTERGLASS's favour over any of the Customer's land and by reason of this agreement to execute a mortgage in INTERGLASS's favour the Customer acknowledges that INTERGLASS is an equitable mortgagee in respect of the Customer's land.
- vi. The Customer is not entitled to make any claim upon INTERGLASS if any amounts are outstanding from the Customer to INTERGLASS. The Customer is not entitled to set off any amounts against any amounts owed by the Customer to INTERGLASS unless specifically agreed to by INTERGLASS in writing. INTERGLASS may at any time set off amounts owed by INTERGLASS to the Customer against any sums owed by the Customer to INTERGLASS.
- vii. Our quotation is submitted on the basis of Errors and Omissions Excepted (E&OE). INTERGLASS reserves the right to withdraw the quotation, or submit a revision, should unintentional errors or omissions be discovered within seven (7) days of acceptance by the Customer.

#### **6. DELIVERY**

- i. Delivery of the Goods shall be deemed to occur when they are handed to the Customer or his representative or are delivered to the premises or site or carrier nominated by the Customer and the Goods shall thereafter be at the Customer's risk.
- ii. Upon the signing of a delivery docket and/or works order form unless the contrary is noted in that docket, the Goods shall be deemed to have been delivered in good order and condition and if no person is present to sign the delivery docket then the Goods will be deemed to have been delivered in good order and condition. To the extent permitted by law, the Customer may only return Goods if a shortage, damage or other fault at the time of delivery is reported by the Customer to INTERGLASS within 24 hours of delivery and confirmed in writing within 7 days of such report.
- iii. The Customer agrees to accept delivery of the Goods or to make alternative delivery arrangements within 7 days of INTERGLASS notifying the Customer that the Goods are available for delivery. To the extent permitted by law, INTERGLASS reserves the right at its absolute discretion to charge a minimum fee of \$50 plus 2% of order value per week or part thereof, if the Customer fails to accept or make alternative arrangements for delivery within 7 days of being advised that delivery is ready.
- iv. Where the parties have agreed that the Customer will advise INTERGLASS of a "load date" (being a date for delivery), the Customer must:
  - a. give sufficient notice of the load date (being not less than the standard published lead time for the Goods to be manufactured and delivered); and
  - b. ensure that the load date is not more than 90 days after the date of the Order.
- v. To the extent permitted by law, the Customer shall be responsible to INTERGLASS for any extra costs (which term shall

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include actual costs and imputed costs for storage, handling or demurrage) incurred by INTERGLASS as a result of failure of the Customer to take delivery of the Goods at the time and place specified. INTERGLASS will be entitled to a lien over the Goods until such costs have been paid in full.

- vi. If the Customer is required to give INTERGLASS notice of a load date under clause 6.iv, and fails to do so within 90 days after placing the Order, INTERGLASS reserves the right to:
  - a. review and vary the price payable by the Customer under the Quotation to the extent permitted by law, if INTERGLASS considers it reasonable to increase those prices to reflect INTERGLASS's then current prices for such Goods (or equivalent Goods), in which case the Customer must pay the difference on demand; and/or
  - b. supply to the Customer equivalent Goods to those described in the Quotation but which may contain slight variations in design. Such variations will not materially affect the dimensions, operation or appearance of the Goods. INTERGLASS must inform the Customer of such variations at the time of delivery of the Goods.
- vii. If the Customer fails to accept any part of the Goods which INTERGLASS has dispatched in conformity with the Contract and such part of the Goods is returned to INTERGLASS and re-dispatched subsequently, then INTERGLASS may, to the extent permitted by law, require the Customer to pay on demand a charge equal to double the current delivery charge.
- viii. It is the Customer's responsibility on delivery to ensure that all products conform to its specification and requirements and no claims will be accepted for defects ascertainable on delivery in respect of products not conforming to the Customer's written specifications and requirements, unless made in writing within 14 days after delivery. ix. Any claim by the Customer that any products or services invoiced by INTERGLASS have not been delivered to or received by the Customer must be communicated in writing by the Customer to INTERGLASS within 14 days that the products or services were invoiced, failing which the Customer will be deemed to have received delivery of the products or services.

## 7. TITLE

- i. Products are at the Customer's risk from delivery and property in the Goods supplied by INTERGLASS to the Customer will not pass to the Customer until the money owing for those Goods and any other money owing by the Customer to INTERGLASS has been paid. The Customer in the meantime takes custody of the Goods as the fiduciary agent and bailee of INTERGLASS.
- ii. Where the Customer does not make payment in respect of specific Goods, payment must be treated as having been made first in respect of Goods which have passed out of the possession of the Customer, and then in respect of whatever Goods still in the possession of the Customer INTERGLASS elects.
- iii. Until the Goods have been paid for in full:
  - a. the Customer must store the Goods in such a manner as to show clearly that they are the property of INTERGLASS;
  - b. the Customer may sell the Goods, in the ordinary course of its business, but only as fiduciary agent of INTERGLASS. Any right to bind INTERGLASS to any liability to a third party by contract or otherwise is expressly negated. The Customer receives all proceeds, whether tangible or intangible, direct or indirect, of any dealing with the Goods (including any proceeds from insurance claims) in trust for INTERGLASS and must keep the proceeds in a separate bank account until the liability to INTERGLASS is discharged;
  - c. Must keep all products insured against theft, damage, and destruction (and if the Customer fails to insure the products, INTERGLASS may do so and invoice the Customer for the cost of insurance) and
  - d. the Customer agrees not to sell, assign, charge or otherwise encumber or grant any interest over any obligations which any third party may owe to the Customer as a result of the use, manufacture or resale of the Goods.
- iv. The Customer irrevocably authorises INTERGLASS at any time, to enter any premises:
  - a. upon which the Goods are stored to enable INTERGLASS to inspect the Goods and/or if the Customer has breached these terms and conditions, reclaim possession of the Goods;
  - b. upon which the Customer's records pertaining to the Goods are held to inspect and copy such records.
- v. The provisions of this clause apply notwithstanding any arrangement between the parties under which INTERGLASS or a related body corporate grants the Customer credit.
- vi. The right to on-sell, deal or otherwise dispose of the goods in the normal course of trade may be revoked at any time by INTERGLASS and shall automatically cease if the Customer does not pay INTERGLASS, the Customer is unable to pay its debts as they fall due, the Customer ceases or suspends the Conduct of its business or threatens to, execution is levied on any of the Customer's assets, a Receiver is appointed over any of the assets on the undertaking of the Customer or if a winding up order is made against the Customer or if the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or administration or calls a meeting of, or makes any arrangement or composition with, creditors or commits any act of bankruptcy, or where the Customer is in default of any of its obligations to INTERGLASS, and all amounts immediately become due and payable.

## 8. WARRANTY AND GUARANTEES

- i. 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 for compensation for any other reasonably foreseeable loss or damage. You are also 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.
- ii. Where you are not a "consumer" within the meaning of the Australian Consumer Law, the guarantees referred to in clause 8.i do not apply.
- iii. In addition to any rights or remedies that you may have under the Australian Consumer Law or any other law, and subject to sub-clauses 8.iv, and 8.v INTERGLASS warrants that if, within three (3) years from the date of shipment (Warranty Period), the Goods prove defective by reason of faulty workmanship and/or operating failure, INTERGLASS will repair or replace the Goods without charge.

- iv. INTERGLASS, at its sole discretion, reserves the right to engage the manufacturer/supplier of any faulty goods to perform any repair or replacement work on its behalf.
- v. The warranty in clause 8.iii does not apply and to the extent permitted by law INTERGLASS will not be liable:
  - a. if the Goods have not been properly handled, installed and operated in accordance with INTERGLASS's standard specifications and recommendations;
  - b. if payment has not been received in full for the Goods;
  - c. where the Goods include wardrobe doors, if the wardrobe door(s) contain a warp less than ten (10) millimetres;
  - d. where toughened, laminated, float and mirrored glass has been manufactured within tolerances as specified by the relevant Australian Standard(s) applicable to that glass type.
- vi. INTERGLASS will not be responsible under clause 8.iii for additional charges of hanging, painting or other charges arising from the replacement of wardrobe doors shower screens, glass and aluminium framing.
- vii. In order to claim under the warranty in clause 8.iii you must:
  - a. Contact us in writing at the address of the addressee set out in the Contract within the warranty period; or
  - b. Contact the supplier within the warranty period; and
  - c. Provide the original proof of purchase. This warranty does not include the cost of transportation to or from us.
- viii. Toughened glass, float glass, laminated glass, painted glass, high performance glass, mirror glass, aluminium and aluminium finishes (powder coating and anodising), finishes to stainless steel woven mesh, locks, rollers, closers and moving parts which wear out as a part of normal use, are guaranteed against defects and degradation for a period of three years, but do require ongoing maintenance and cleaning (in accordance with recommended cleaning methods, and the use of recommended chemicals), to not void the guarantee.

## 9. LIABILITY

- i. Subject to clause 8, the only conditions, guarantees and warranties which are binding on INTERGLASS in respect of the state, quality or condition of the Goods and/or the Services (including advisory Services) are those imposed and required to be binding by statute (including the Australian Consumer Law and, if applicable, the Domestic Building Act) and which cannot be excluded. To the extent permitted by law, the liability, if any, of INTERGLASS arising from the breach of such conditions, guarantees or warranties shall, at INTERGLASS's option, be limited to and completely discharged in the case of the Goods, either the replacement or the repair by INTERGLASS of the Goods and in the case of the Services, by the supplying of the Services again. The Customer must bear the costs of returning to INTERGLASS any Goods in respect of which a warranty claim is made. All other conditions, guarantees and warranties whether express or implied by law in respect of the state, quality or condition of the Goods and/or the Services which may apart from this clause be binding on INTERGLASS are hereby expressly excluded.
- ii. To the fullest extent permitted by law and subject to clause 9.i, INTERGLASS has no liability to any person for any loss or damage of any kind whatsoever including without limitation, for any indirect or consequential loss (including loss of profits, business, revenue, opportunity, goodwill, or loss arising from any failure, breakdown, defect or deficiency in the Goods and/or the Services) even if due to the negligence of INTERGLASS arising out of or in connection with the Goods and/or the provision of the Services.

## 10. CANCELLATION AND DEFAULT

- i. The Contract may be cancelled/varied by the Customer only with the written consent of INTERGLASS. To the extent permitted by law, INTERGLASS may require as a condition of its consent that the Customer pay reasonable charges for such cancellation/variation, which take into account expenses incurred by INTERGLASS to the date of cancellation/variation, including recompense for any commitments made by INTERGLASS in consequence of the Order and all other losses both actual and prospective, incurred as a result of such cancellation/variation.
- ii. INTERGLASS shall be entitled to suspend delivery of the Goods or any part thereof and/or terminate the Contract if the Customer either fails to perform or observe any condition of the Contract including the terms of payment and/or delivery arrangements or if the Customer is made bankrupt, has a liquidator, receiver or official manager appointed for all or any part of his assets, or has a winding up order made against him or enters into any contract with creditors or voluntary insolvency administration. Such suspension and/or termination shall be without prejudice to and shall not affect any rights of INTERGLASS against the Customer prior thereto.
- iii. Upon termination of the Contract by INTERGLASS the security deposit (if any) shall be forfeited to INTERGLASS which may either sue the Customer for breach of Contract or resell the Goods and any deficiency arising on such resale and all expenses of and incidental to such resale or attempted resale and the Customer's default shall be recoverable by INTERGLASS from the Customer as liquidated damages. INTERGLASS may retain any monies paid by the Customer on account of the Contract other than the security deposit forfeited, as security for any damages awarded to INTERGLASS for the Customer's default.

## 11. PRIVACY

- i. INTERGLASS collects the personal information of its Customers to enable it to provide a Quotation for its Goods and/or Services and to provide its Customers with the Goods and/or Services they request. INTERGLASS may disclose the personal information of its Customers to third parties (such as contractors) that assist it in providing its Goods and Services. Customers may gain access to any personal information held about them upon request.
- ii. Where Goods and/or Services are supplied to the Customer on credit the Customer irrevocably authorises INTERGLASS, its employees and agents to make such enquiries as it deems necessary to investigate the creditworthiness of the Customer including (without limitation) making enquiries from persons nominated as trade referees, the bankers of INTERGLASS or any other credit providers ("Information Sources") and the Customer authorises the Information Sources to disclose to INTERGLASS all information concerning the Customer which is within their possession and which is requested by INTERGLASS.

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## 12. NOTICES

- i. A notice or other communication connected with these terms and conditions ("Notice") has no legal effect unless it is in writing. In addition to any other method of service provided by law, the Notice may be sent by prepaid post to the address of the addressee set out in the Contract or subsequently notified; sent by facsimile to the facsimile number of the addressee; sent by email to the email address of the addressee; or delivered at the address of the addressee set out in the Contract or subsequently notified.
- ii. If the Notice is sent or delivered in a manner provided by clause 12.i, it must be treated as given to and received by the party to which it is addressed:
  - a. if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting;
  - b. if sent by facsimile or email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
  - c. if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- iii. Despite clause 12.ii:
  - a. a facsimile is not treated as given or received unless at the end of the transmission the sender's facsimile machine issues a report confirming the transmission of the number of pages in the Notice;
  - b. an email message is not treated as given or received if the sender's computer reports that the message has not been delivered; and
  - c. a facsimile or email message is not treated as given or received if it is not received in full and in legible form and the addressee notifies the sender of that fact within 3 hours after the transmission ends or by 12 noon on the Business Day on which it would otherwise be treated as given and received, whichever is later.

## 13. MISCELLANEOUS

- i. If any condition of a Customer's Order conflicts with or purports to vary these conditions, then these conditions shall prevail to the extent of any inconsistency or variation unless otherwise agreed upon in writing.
- ii. The only terms and conditions binding on INTERGLASS are those contained herein or otherwise agreed to in writing by INTERGLASS and those, if any, which are imposed and which cannot be excluded by law.
- iii. To the extent permitted by law, the parties submit to the exclusive jurisdiction of the Courts located in the capital city of the Jurisdiction. The dispute must be determined in accordance with the law and practice applicable in the court.
- iv. The customer warrants that all wall and floor tiling and the substrate thereof, is sound, in good order and condition, and suitable for drilling with the use of masonry drill bits powered by hammer drills.
- v. If wall and floor tiles are broken during the removal of existing shower screens and mirrors, then the customer is solely responsible for their repair and/or replacement.
- vi. Prior to the installation of any products which require the use of mechanical fixings and pre-drilled holes into wall and floor tiles and their substrates, the Customer must identify and advise INTERGLASS of the position of all concealed water and waste pipes, and electrical cables. In the event that INTERGLASS and/or their contractors damage these pipes and cables, it is the Customer's sole responsibility, and at their cost, to repair and/or replace them together with any repairs and/or replacement to tiling, plastering and painting which may be damaged during the repair/replacement process.
- vii. Unless otherwise stated in the Quotation, all glass shall be clear glass.
- viii. The Customer will be responsible for the organisation of, and costs associated with, the removal and replacement by Contactors, Licensed (as required by the relevant jurisdiction) and otherwise, of all electrical cabling, switches, outlets, lighting and appliances; plumbing; and window and door fixtures/treatments; which at the sole discretion of INTERGLASS, are required to be removed, in order to allow installation of the Goods.
- ix. It is expressly agreed that any variations in colour or texture of any material used in the Goods shall not be a defect.
- x. It is the acknowledgement that INTERGLASS has not been requested to provide any advice on the safety or otherwise of any glass products of the Customer or any glass products at the replace of repair and has not had the opportunity to or been requested to assess safety of any said glass products.
- xi. If scaffolding is required it shall be the responsibility of the Customer.
- xii. If hoisting facilities are required for the removal of the Goods from the delivery vehicle or for their installation those facilities shall all be the responsibility of and at the cost of the Customer.
- xiii. Lead times for supply and supply and installation are estimates only and INTERGLASS is not liable for any damages relating to non-compliance with an estimate. Some work such as "window replacement" may necessitate "custom pressings", which will require extra time after product installation.
- xiv. The Customer warrants that they have obtained all necessary Building Approvals for their proposed works from ALL relevant Authorities. This includes necessary compliances with Habitable Rooms, ventilation and natural light requirements.
- xv. If anything in these terms and conditions or the Contract is unenforceable, illegal or void then it is severed and the rest of these terms and conditions and the Contract remain in force.

## 14. PERSONAL PROPERTY SECURITIES ACT 2009 ("PPS ACT")

- i. INTERGLASS and The Customer hereby acknowledge that the PPS Act applies to all transactions pursuant to the Terms and Conditions of Sale or otherwise.
- ii. The Customer acknowledges that it will grant a security interest in all present and after acquired goods as security for all monies now and in the future owing by the Customer.

- iii. The Customer hereby agrees to do all such things and sign all such documents as are necessary and reasonably required to enable INTERGLASS to acquire a perfected security interest in all goods supplied.
- iv. The Customer hereby agrees to provide such information as is required to enable registration of a Purchase Money Security Interest ("PMSI") under the PPS Act.
- v. The Customer hereby acknowledges that a PMSI is granted in priority to all other Creditors by the Customer in favour of INTERGLASS and in all goods that are supplied from time to time as security for the Customer's obligations to INTERGLASS.
- vi. The Customer hereby acknowledges that it will indemnify INTERGLASS for any liability for any costs of registration, maintenance, enforcement or discharge or security interest and such other costs and expenses as INTERGLASS may incur.
- vii. The Customer hereby agrees that it will not, without notice, change its name or initiate any change to any registered documentation, or act in any manner which would impact on the registered security interest of INTERGLASS.
- viii. The Customer hereby agrees to waive or exclude such Sections of the PPS Act as INTERGLASS may require, subject to those Sections being capable of exclusion.
- ix. INTERGLASS hereby reserves the right at any time in its sole discretion to make such amendments, alterations and additions to this Clause as it may in its sole discretion determine.

#### **15. GOVERNING LAW**

- i. The Customer agrees that these Terms and Conditions of Sale shall be construed according to the laws of the State or Territory as INTERGLASS may in its sole discretion determine. Proceedings by either INTERGLASS or the Customer may be instituted and/or continued in the specific Court in such State or Territory as INTERGLASS may in its sole discretion determine. Failing such determination the Customer consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of Western Australia applying the laws of that State.

#### **16. ELECTRONIC COMMUNICATIONS**

- i. In addition to delivery in person, via post and via facsimile, the customer agrees to have invoices and statements sent via email.
- ii. The Customer agrees that email communications from INTERGLASS to the Customer constitute an "electronic communication" within the meaning of the Electronic Transactions Act 2011 (WA).
- iii. The Customer agrees that in agreeing to receive invoices and statements via email, and the service of notices via e-mail under the Electronic Transactions Act 2011 (WA), or any like or similar legislation that may be applicable in the State or Territory where the goods were delivered to the Customer, the Customer is in all instances designating "an information system" for the purpose of receiving electronic communications within the meaning of the Electronic Transactions Act 2011 (WA).
- iv. The Customer agrees that evidence of the "dispatch" (as per Division 3 of the Electronic Transactions Act 2011 (WA)) by INTERGLASS of an email is also prima facie evidence of the "receipt" of the email by the Customer within the meaning of the Act. Unless the contrary is proven the time of receipt will be deemed to be twenty (20) seconds after the time of the "dispatch" of the email.