

1 TERMS AND CONDITIONS TO APPLY

Masters & Young Pty Ltd (ACN 077 782 177) ("Masters & Young") and the customer ("Customer") agree that these terms and conditions ("Terms & Conditions") shall apply to the supply of all goods sold ("Goods") by Masters & Young to the Customer despite any prior agreements, prior offers, dealings or trade usage, or any terms communicated by the Customer to Masters & Young. These Terms & Conditions supersede those in any previous form and do not affect the validity of any previous guarantee.

2 QUOTATIONS

If Masters & Young has provided any quotation specifically for Goods, whether in writing or orally ("Quotation"):

- These Terms & Conditions shall apply to the Quotation;
- The Quotation shall remain valid for acceptance by the Customer in writing for seven (7) days after the date of the Quotation.

3 ORDERS

If the Customer has made a purchase order for Goods without there being a Quotation provided by Masters & Young ("Order") the Order is subject to acceptance in writing by Masters & Young and is also subject to these Terms & Conditions.

4 VARIATION OR CANCELLATION

After the Customer's acceptance of the Quotation or Masters & Young's acceptance of the Order:

- no change in the specification of Goods shall bind Masters & Young, unless Masters & Young expressly agrees to the change in writing; and
- if the Customer cancels the Order or Quotation after acceptance, the Customer will pay Masters & Young any loss, damage or expenses incurred by Masters & Young in relation to the supply or proposed supply of the Goods.

5 PAYMENT

- The Customer shall pay for Goods within thirty (30) days from the date of the invoice issued by Masters & Young. Time shall be of the essence in respect of payment for the Goods.
- Any variation to the time for payment must be agreed in writing with Masters & Young.
- Unless otherwise agreed in writing the Customer is required to pay a deposit to Masters & Young prior to the manufacture of any Goods.
- If payment is not made by the due date for payment, the Customer shall pay to Masters & Young on demand interest at the rate of two percent (2%) per month until paid. This will not affect the other rights of Masters & Young.
- The Customer is not entitled to set off or withhold any payments to Masters & Young.
- Masters & Young is entitled to recover from the Customer, in addition to the price, any GST on the supply of the Goods except to the extent that the prices expressly include GST.
- Masters & Young is entitled to recover from the Customer, in addition to the price all losses, expenses, costs (including legal fees) on an indemnity basis and disbursements, consequent upon the Customer's failure to pay on the due date, are recoverable from the Customer by Masters & Young as a liquidated debt.

6 DELIVERY/FREIGHT

- Masters & Young will use all reasonable endeavours to deliver the Goods on or before the agreed date for delivery ("Delivery Date"), but:
 - the Delivery Date is subject to extension for any delay caused by strikes, lockouts, war, breakdowns, accidents, delays in transport, fire or any cause beyond the reasonable control of Masters & Young; and
 - Masters & Young will not be liable for any loss, damage or other liability whether in contract, tort, negligence or otherwise and whether directly or indirectly arising from the Goods not being delivered by the Delivery Date for any reason.
- The Customer will be charged for all costs related to delivery and such costs will be detailed on the tax invoice provided to the Buyer.
- Masters & Young may, with the agreement of the Buyer, deliver Goods to the Customer in instalments and in which case Masters & Young may separately invoice the Customer for payment for each delivery instalment (which shall be taken to be the subject of a separate and distinct contract between the parties).
- Goods which have been specifically manufactured by Masters & Young or altered by the Customer cannot be returned simply because the Customer has changed their mind.

7 RISK AND PROPERTY IN GOODS

- For the purposes of the Personal Property Securities Act 2009 (as amended from time to time) (the "PPSA") "Goods" means any and all present and after acquired goods supplied by Masters & Young to the Customer;
- The Goods shall be entirely at the risk (including loss, damage or deterioration) of the Customer from the time of dispatch of the Goods (the carrier of the Goods shall be taken to be the agent of the Customer).
- Masters & Young retains full title to the Goods until Masters & Young receives payment in full for the Goods and all other amounts owed by the Customer to Masters & Young.
- Until all such monies have been paid:
 - Masters & Young has the right to call for or recover possession of the Goods (for which purpose Masters & Young's employees or agents may enter onto the Customer's premises) and the Customer must deliver up the Goods if so directed by Masters & Young;
 - the Customer:
 - agrees that the relationship between the Customer and Masters & Young shall be fiduciary and the Customer shall keep the Goods safely, securely and separately stored and marked in a manner which clearly indicates that they belong to Masters & Young;
 - shall not resell, encumber or dispose of the Goods;
 - shall not mix the Goods or otherwise make them unable to be returned to Masters & Young in their original state;
 - agrees that if, in breach of this clause, the Goods are incorporated with goods of the Customer, the resultant product shall become and

be deemed to be the sole property of Masters & Young. If the Goods are incorporated in any way with the property of a party other than the Customer, the resultant product shall become and be deemed to be owned in common by Masters & Young with that other party (or parties) on a pro-rata basis to be calculated by reference to the cost to the Customer of the incorporated materials; and

- will hold any proceeds (as that term is defined in the PPSA) of any resale, disposal or other dealing with the Goods or any product incorporating the Goods (including sale or supply to a party other than the Customer) in breach of this clause in trust for Masters & Young and shall pay the proceeds into a separate fiduciary account to be held in trust for Masters & Young until accounted for to Masters & Young at the demand of Masters & Young.

(E) To avoid any doubt, for the purposes of the PPSA, it is the intention of the parties by this clause 7 that there is created for the benefit of Masters & Young a Purchase Money Security interest in the Goods;

- The Customer agrees that Masters & Young may register any personal property security interest created by the Terms & Conditions on the Personal Property Securities Register and the Customer waives its rights to receive a verification statement (as that term is defined in the PPSA) in respect of any financing statement or financing change statement (as those terms are defined in the PPSA) registered by Masters & Young in respect of any personal property of the Customer. Masters & Young and the Customer agree that, insofar as the provisions of Chapter 4 of the PPSA are for the benefit of the Customer or place an obligation on Masters & Young, those provisions will apply only to the extent that they cannot be contracted out of or to the extent that Masters & Young otherwise agrees in writing.

8 LIABILITY

The Customer agrees that:

- the Customer must satisfy itself as to the truth and accuracy of and may not rely for any purpose upon, any advice or information provided by or on behalf of Masters & Young in connection with Goods or the Terms & Conditions;
- except to the extent prohibited by law, the only remedy of the Customer against Masters & Young for any loss, damage or liability whether in contract, tort, negligence or otherwise of the Customer in connection with the Terms & Conditions, the Goods, Masters & Young's supply of the Goods or Masters & Young's failure to supply the Goods to the Customer in accordance with the Terms & Conditions shall be limited to Masters & Young, at its option, replacing the Goods; and
- Masters & Young shall otherwise have no liability to the Customer whether in contract, tort, negligence or otherwise.

9 DEFECTIVE GOODS

- Within seven (7) days after the delivery of the Goods the Customer shall both complete any inspection required by it to confirm the Goods comply with the Terms & Conditions and notify Masters & Young in writing of the extent to which the Goods do not comply with the Terms & Conditions.
- The Customer shall not use the Goods (other than to the extent reasonably necessary for the inspection) before the Customer completes the inspection and testing and satisfies itself that the Goods comply with the Terms & Conditions, or, if the Customer notifies Masters & Young in writing that the Goods do not comply with the Terms & Conditions, Masters & Young has had a reasonable opportunity to inspect and test the Goods after Masters & Young receives that notice.
- If the Customer does not comply with clause 9(a), the Customer shall be taken to have unconditionally accepted the Goods and the Customer must comply with the Terms & Conditions.

10 CHARGING CLAUSE

- To secure payment of all monies which are or may become payable by the Customer to Masters & Young under these Terms & Conditions the Customer (or where the Customer is comprised of two or more persons or other entities then each person and other entity jointly and severally) hereby charges as beneficial owner and as trustee of any trust in favour of Masters & Young all the Customers' right, title and interest in land (held now or in the future) with the due payment of all of those monies. The Customer acknowledges that Masters & Young may register a caveat or caveats over the Customer's land in respect of this charge.
- If the Customer is a trustee of any trust:
 - it is bound by these Terms & Conditions and charges the Customer's land as trustee;
 - warrants that it is a proper exercise of the Customer's authority and power under the trust instrument and at law to trade with Masters & Young and to charge the Customer's land in accordance with these Terms & Conditions.
- Upon demand by Masters & Young, the Customer agrees to immediately execute a mortgage or other instrument in terms satisfactory to Masters & Young to further secure the Customer's indebtedness to the Masters & Young.
- Should the Customer fail within a reasonable time of such demand to execute such mortgage or other instrument then the Customer appoints irrevocably the credit manager or a duly authorised officer of Masters & Young to be the Customer's lawful attorney to execute any such mortgage or other instrument.

11 TRUST AND TRUSTEES

Where the Customer is a trustee of any trust:-

- The Customer agrees to produce immediately to Masters & Young a stamped copy of the trust deed (including all amendments) upon written notice from Masters & Young.
- The Customer warrants that it has full power and authority to enter into these Terms & Conditions on behalf of the trust and that it shall be bound by these Terms & Conditions both personally and as trustee and clauses 10 and 11 extend to any land held by the Customer as trustee.

12 DEFAULT, INSOLVENCY AND TERMINATION

If the Customer:

- (a) commits a substantial breach of the Terms & Conditions including unreasonably refusing to accept any Goods or failing to pay for any Goods, in accordance with the Terms & Conditions; or
- (b) informs any person it is insolvent, commits an act of bankruptcy, has a bankruptcy petition presented against it, becomes bankrupt, becomes subject to or bound by any arrangement, assignment, composition or moratorium of debts with its creditors, official management, receivership, liquidation, voluntary administration, winding up or other external administration,

Masters & Young may, without affecting Masters & Young's other rights:

- (c) immediately terminate the supply of the Goods, by notice in writing to the Customer;
- (d) refuse, suspend or withhold any further Goods;
- (e) enter upon (personally or by its employees or agents) any premises in the possession or control of the Customer and use reasonable force for the purposes of retaking possession of any of the Goods (title to which has not passed to the Customer), in which case the sale of those Goods shall be taken to be terminated and Masters & Young shall have no liability to the Customer whether for trespass, negligence, payment of damages or compensation or otherwise;
- (f) terminate any credit arrangement with the Customer, by notice in writing to the Customer (in which case outstanding amounts will become immediately due and payable);

13 GOVERNING LAW

- (a) The laws of the State of Queensland shall apply to the Terms & Conditions and the parties submit to the exclusive jurisdiction of the Courts in Brisbane.

14 NON-WAIVER

- (a) Masters & Young's failure to exercise any right under the Terms & Conditions or failure to insist on strict performance of any part of the Terms & Conditions does not operate as a waiver and a partial exercise of a right does not preclude any further or fuller exercise of that right.

15 SEVERANCE

If any part of these Terms and Conditions or any related document is or becomes void or unenforceable that part is severed so that all parts which are not void or unenforceable remain in full force and effect and are unaffected by the severance.

16 NOTICES

- (a) Notices required to be given by the Customer to Masters & Young pursuant to these Terms and Conditions may be delivered to Masters & Young:
 - (i) personally or by post to Masters & Young at Unit 2, 5 Booran Drive, Woodridge QLD 4114; or
 - (ii) by email to Masters & Young at sonya@masters-young.com.au.
- (b) Notices will be taken as delivered when received by Masters & Young.
- (c) Notices required to be given by Masters & Young to the Customer pursuant to these Terms and Conditions may be delivered:
 - (i) by post to the Customer's last known address (and shall be taken as delivered on the second business day following posting); or
 - (ii) by email to the Customer's last known email address.