Flat Packs WA – Terms & Conditions of Trade business practice). The Customer shall be liable for any loss incurred by Flat Packs WA as a result of the Customer's failure to comply with this clause.

- Definitions Acknowledgment Document" means the document signed by the Customer in conjunction with these Terms and Conditions of Trade and applicable if Flat Packs WA elects, whereby the Customer acknowledges the extent and effect of the *Acknowledgment Document" means the document signed by the Customer in conjunction with these Terms and Conditions of Trade and applicable if FIA Packs WA elects, whereby the Customer acknowledges the extent and effect of the provision of Geods or Services.
 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contrad., either park's infelectual property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information, (including but not limited to, Tersonal Information" such as: nane, address, D.O.B., occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and conditions contained herein, logether with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
 "Contract" means the terms and conditions contrade therein, logether with any quotation, order, invoice or other document or amendments expressed to be supplemental of a models amount of data (including Personal Information) specific to the particle clients.
 "Contract" means the terms amount of data (including Personal Information) specific to the particle client.
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 "Contract" means the terms amount of data (including Personal Information) specific to the particle client.
 "Covides" means small files which are stored on a use's computer. They are in the background when using File Packs WA's webbite. the the Customer shall have the right to enable (disable the Covides the stored stored on a use's computer. They are in the background when using File Packs WA's webbite. The the Customer shall have the right to enable (disable the Covides the the Customer shall have the right to enable (disable the Covides the the Customer shall have the
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- website.
 "Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Flat Packs WA to provide the Services as specified in any proposal, quadration, order, invoice, or other documentation, and:

 (a) if there is more than one Customer, is a reference to each Customer jointly and severally, and
 (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and

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 - severally; and if the Custome ner is on behalf of or part of, a Trust, shall be bound in its own (c)
 - capacity as a trustee; and includes the Customer's executors, administrators, successors, and (d)
 - 84 (d) InCludes the Customer's executars, examinisations, exception, and permitted assigns. "Flat Packs WA" means Flat Packs WA Pty Ltd ATF The Rijax Family Trust T/A Flat Packs WA, its successors and assigns or any person acting on behalf of and with the authority of Flat Packs WA Pty Ltd ATF The Rijax Family Trust T/A Flat Darke WA
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"representation ut its represented to conform by or for a person in the chain of responsibility for the product. "Price" means the Proce payable (bus any GST where applicable) for the Goods as agreed between Flat Packs WA and the Customer in accordance with clause 8 below. 8.6

- below, "Services" means all Services (including consultation, manufacturing and/or installation Services) or Goods supplied by Flat Packs WA to the Customer at the Customer's request from line to time (where the context so permits the terms 'Services' or 'Goods' shall be interchangeable for the other). **"Worksite"** means the address nominated by the Customer to which the Goods/Services are to be supplied by Flat Packs WA.

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 Interact of the adultess incliminated by the observed to which not goods/Services are to be supplied by Flat Packs WA.

 Acceptance
 The parties acknowledge and agree that:
 (a) they have read and understood the terms and conditions contained in this Contract, and

 (a) they have read and understood the terms and conditions ontained in this Contract, and
 (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions of this Costomer places an order for or accepts Gelivery of the Goods.

 Any amendment to the terms and conditions on this Contract may only be amended in writing by the consent of both parties.
 This Contract shall prevail.

 Any amendment to the terms and conditions or the soure the subject matter of this Contract and south overants, agreement and obligations contained in this Contract may only be amended in writing by the consent of both parties.

 This Contract south the term the Contract between the parties and contains all the respectations, warranties, covenants, and agreements of the subject matter of this Contract and such covenants, agreement and obligations contained in this Contract will not merge or terminate upon the termination of this Contract will not merge or terminate upon the termination of this Contract will not merge or terminate upon the termination of the account eacknowledges and accepts that:

 (b) contract will not merge or terminate upon the termination of this contract will not merge or terminate upon the termination of the account, and

 (b) the event that the spave have been fulfilled to sastatified or are combineed a credit apapuly of Services requeste 2.4 25
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- Aut. Authorised Representatives Unless otherwise limited as per clause 3.2 the Customer agrees that should the Customer introduce any third party to Flat Packs WA as the Customer's duly authorised representative, that none introduced that person shall have the full authority of the Customer to order any Services or Goods on the Customer's behalf and/or to request any variation to the Services or Goods on the Customer's behalf (such authority to continue unlit all requested Services have been completed or the Customer otherwise Intel Packs WA in writing that said person is no longer the Customer's duly authorised representative. In the event that the Customer duly authorised representative as per clause 3.1 is to have only limited authority to act on the Customer's behalf, then the Customer must specifically and clearly advise Flat Packs WA in writing of the parameters of the limited authority and to their representative. The Customer seportically achoniced persons, Goods or vinationis requested by The Customer's duly authorised representatives. Customer other margin in providing any Services, Goods or vinationis requested by the Customer's duly authorised representative. Customer diverses for the service service and the service of the limited authority or act on the Customer's behalf individually fielt Packs WA's grait additional costs incurred by Flat Packs WA (including Flat Packs WA's providing any Services, Goods or vinations requested by the Customer's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)). Parker
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Orders The Customer will ensure that, when placing an order, sufficient information is provided to enable Flat Packs WA to execute such order, and that Flat Packs WA is executed and that Flat Packs WA provided to enable Flat Packs WA to execute such order, and that Flat Packs WA is made aware of any special requirements pertaining to the order, and Flat Packs WA relies on the integrity of the information supplied to it. Flat Packs WA takes no responsibility: (a) if specifications provided by the Customer are wrong or inaccurate and the Customer will be flable for expenses incured by Flat Packs WA in the event any additional work is required to rectify the order; and (b) and will not be held liable for any damages or costs resulting in the Goods being flaulty as a consequence of insufficient information provided by the Customer.

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Out of Stock/Substitution Flat Paks; WA will use its reasonable endeavours to ensure that all Goods ordered by the Customer are supplied to the Customer. If the Goods ordered are not available, Flat Packs WA shall work with the Customer on a case by case basis where options may include back order of Goods or amendment to erder.

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- Errors and Omissions The Customer acknowledges and accepts that Flat Packs WA shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or
- prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by Flat Packs WA in the formation and/or administration of this Cortract; and/or uspiled by Flat Packs WA in respect of the Services. In circumstances where the Customer is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Customer is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not) ("Customer Error"). The Customer must prior all Goods it orders from Flat Packs WA is emitted to, alt as bacolude suffer form a Customer Error and notivitistanding that the Customer is sould essolute discretion to waive its right under this sub-clause in relation to Customer Errors. 11.2

Change in Control The Customer shall give Flat Packs WA not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other 7. 7.1 11.3 change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees, o

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- Price and Payment
 At Flat Packs WA's sole discretion, the Price shall be either:
 (a) as indicated on any invoice provided by Flat Packs WA to the Customer upon
 placement of an order for Goods, or
 (b) Flat Packs WA's quoted Price (subject to clause 8.2) which will be valid for
 the period stated in the quotation or otherwise for a period of forty-five (45)

- (b) Flat Packs WA's quoted Price (subject to clause b _j wind wind server and the period stated in the quotation or otherwise for a period of forty-five (45) days.
 Fat Packs WA reserves the right to change the Price:

 (a) if a variation to the Goods which are to be supplied is requested; or
 (b) if a variation to the Goods which are to be supplied is requested; or
 (c) where additional Services originally scheduled (including any applicable plans or specifications) is requested; or
 (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather, limitations to accessing the Worksite, obscured building/Worksite defects, incorrect measurements, plans and/or specifications provided by the Customer, as a result of delays from third-party supplies, health hazards and safety considerations (discovery of absets, etc.), detection of moisture, removal of cablest, prerequisite work hay any third-party, cleck, which are building ocd, childed work manipple and wring, etc.) which are building code, childed work manipple and wring, etc.) which are building code, or hilder MA are only discovered on the Services, or
 (d) in the event of increases to Flat Packs WA in the cost of labour or materials (including taxs and statutory charges, and fluctuations in currency whithin the right on the based for a failure to day by the first Packs WA is and the cost of the variation to the Event of the Services, and white the first Packs WA is and the cost of the variations. The completence with any quality or respondence with any quality of the service in the day of the service in the first Packs WA is and the cost of the variation to the Event of a respond to any variation submitted by Flat Packs WA is and the cost of the variation to the Price. Payment for all variations must be made in full at the time of the completion.

Cost of the Variation to the Price. Payment for an variations must be made in rul at the time of their completion. At Flat Packs WA's sole discretion, a reasonable non-refundable deposit may be required upon placement of an order for Goods, in accordance with any quotation provided by Flat Packs WA or as notified to the Customer prior to the placement of an order for Goods. Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date's determined by Flat Packs WA, which may be: (a) on completion of the Services;

- - (a) (b) on completion of the Services; by way of instalments/progress payments in accordance with Flat Packs. WA's payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Goods delivered to the Worksite but not yet installed; or thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices; the date specified on any invoice or other form as being the date for payment; or
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or or (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Flat Packs WA. Payment may be made by cash, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and Flat Packs WA.

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riay appy per transaction), or by any other method as agreed to between the Catomer and FLA Packs WA. Determine the Packs WA. Subtransition of the Packs WA. Subtransition of the Packs WA. Subtransition of the Packs WA. WA may re-alcohord any invite the FLA Packs WA determines and may do as the time of receipt or at any time afterwards. On any default by the Customer FLA Packs WA. WA may re-alcohord any mained in previously received and allocated. In the absence of any payment allocation by FLA Packs WA. payment will be deemed to be allocated in such mamer as preserves the maximum value of FLA Packs WA. Purchase Money Security Interest [as defined in the PFSA] in the Goods. The Customer shall not be entitled to set aff against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by FLA Packs WA nor to withhold payment of any provide because part of that invoice is in dispute. Nore in receipt of an invoice for payment, if any part of the invoice is in dispute. Then the Customer must notify FLA Packs WA in writing within three (5) business days, the invoice shall remain due and payable for the full amount, until such time as FLA Packs WA payment of any lacks with a mining within three (5) business days. The invoice because is completed. Failure to make payment may result in FLA Packs WA particular the customer's account into default and subject to default interest in accordance with clause 21.1. Unless otherwise stated the Price does not include GST. In addition to the Dene the customer's account into default and subject to default interest in accordance with clause 21.1.

clause 21.1. Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Flat Packs WA an amount equal to any GST Flat Packs WA must pay to any supply by Flat Packs WA under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set-off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price. **13.** 13.1

Provision of the Services Subject to clause 9.2.1 is Flat Packs WA's responsibility to ensure that the Services start as soon as it is reasonably possible. The Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that Flat Packs WA claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond Flat Packs WA's control, including but not limited to any faiture by the Customer throw the Services; or (b) have the Morksite ready for the Services; or (c) notify Flat Packs WA that the Worksite ready. Flat Packs WA may deliver the Services by separate instaments. Each separate terstament shall be invoiced and paid in accordance with the provisions in these terms and conditions. Any time specified by Flat Packs WA for delivery of the Services or supply of the

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Instament shall be involced and paid in accordance with the provisions in these terms and conditions. Any time specified by Flat Packs WA for delivery of the Services or supply of the Goods is an estimate only and Flat Packs WA will not be liable for any loss or damage incurred by the Customer as a result of any delay (including, but not limited to , indement weather or circumstances beyond the control of Flat Packs WA). However, both parties agree that they shall make every endeavour to enable the Services or Goods to be supplied at the time and place as was arranged between both parties. In the event that Flat Packs WA is unable to supply the Services or Goods as agreed solely due to any vernt under clause 28 or any action or rinaction of the Customer (including, but not limited to, any interference to the supply of Goods, or where no proper or safe access is provided D Flat Packs WA), then Flat Packs WA shall be entilled to add to the Price a non-delivery fee, re-delivery fee, storage fee and any additional material and/or labour costs incurred by Flat Packs WA by reason of any delay in delivery. 14.3 14.4

Accuracy of Customer's Plans and Measurements Flat Packs WA shall be entitled to rely on the accuracy of any plans, specifications (including, but not limited to, CAD drawings) and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information or data provided by the Customer is inaccurate, Flat Packs WA accepts on cesopositivity for any loss characse, or costs bowear resultion from these

Information or data provided by the Customer is inaccurate, Hat Packs WA accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications, data or other information. In the event the Customer gives information relating to measurements and quantities of the Goods required in completing the Services, it is the Customer's responsibility to verify the accuracy of the measurements and quantities, Efet me Customer or Flat Packs WA places an order based on these measurements and quantities. Flat Packs WA placepts no responsibility for any loss, damages, or costs however resulting from the Customer's failure to comply with this clause.

- Risk
 If Flat Packs WA retains ownership of the Goods under clause 16 then:
 where Flat Packs WA is supplying Goods only, all risk for the Goods shall immediately pass to the Customer on delivery and the Customer must insure the Goods on to before delivery. The cost of Delivery of the Goods will be payable by the Customer in accordance with the quadation provided by Plat Packs WA to the Customer, or as otherwise notified to the Customer prior to the placement of an order for Goods. Delivery of the Goods shall be deemed to have taken place immediately at the time that either:
 (i) the Customer or the Customer's nominated carrier takes possession of the Goods at Flat Packs WA's address; or
 (ii) the Goods are delivered by Flat Packs WA or Flat Packs WA's nominated carrier to the Customer's nominated delivery address (even if the Customer is not present at the address).
 (b) where Flat Packs WA is to both supply and install Goods the Flat Packs WA shall maintain a Contract works insurance policy with the Services are completed. Upon completion of the Services all risk for the Services shall immediately pass to the Customer.
 Notwithstanding the provisions of clause 11.1 if the Customer specifically requests of the charter works MA's MA's MA's MA's present of the address of provisions of clause the flat Packs WA's provisions of clause the Customer is not present at the address of provisions of clause the Customer is not present of the Services shall be devided by Plat Packs WA's present of the Services shall be devided by Plat Packs WA's present of the Services shall be devided by Plat Packs WA's present of the Services shall be devided by Plat Packs WA's present of the Services shall be devided by Plat Packs WA's present of the Services shall be devided by Plat Packs WA's present of the Services shall be devided by Plat Packs WA's present of the Services shall be devided by Plat Packs WA's presentes of the presentes the states the the tadvertes by Plat Packs

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immediately pass to the Customer. Nonlitistanding the provisions of clause 11.1 if the Customer specifically requests Flat Packs WA to leave Goods outside Flat Packs WA's premises for collection or to deliver the Goods to an unattended location then such Goods shall always be fild at sole risk of the Customer and it shall be the Customer's responsibility to ensure the Goods are insured adequately or at all in the event that such Goods shall be and or destroyed then replacement of the Goods shall be at the Customer's evenence. 15.5 15.6 **16.** 16.1

expense. The Customer acknowledges and accepts that: (a) Flat Packs WA is only responsible for parts that are replaced/supplied by Flat Packs WA and does not at any stage accept any liability in respect of components supplied by any other third party that subsequently fail and are

Page 1 of 2

Please note that a larger print version of these terms and conditions is available from Flat Packs WA on request. #32742 © Copyright - EC Credit Control 1999 - 2023

- found to be the source of the failure, the Customer agrees to indemnify Flat
- found to be the source of the failure, the Customer agrees to indemnify Flat Packs WA against any loss or damage to the Goods, or caused thereby, or any part thereof howsbeer arising;
 waristions in texture, shade, colour, surface, finish, markings, veining, and contain natural fissures, occlusions, and indentations are inherent in the Goods (including, but not limited to, paint, timber, glass, granite, markle, and man-made stones). While Flat Packs WA will make every effort to match sales samples to, or batches between, the limited Goods, Flat Packs WA shall not be liable for any loss, dramage to costs howsoever arising; with the limited Goods suppliet;
 (c) Markle, granite and man-made stones, bring portuge strokes, and other additional between different batches or where such samples differ to the finished Goods suppliet;
 (c) Markle, granite and man-made stones, being poroug products, oil and other additises for some the to causing discolvariation and staining fil left on surfaces for some terms to causing discolvariation and staining fil left on surfaces for some terms to causing discolvariation and staining fil left on surfaces for some terms to causing the Goods and/or Services after delivery and installation; marking, and the properties are set of exposure to heat, cold, weather, therefore, Flat Packs WA will accept no responsibility for gaps that may appear during prolonged by periods;
 (ii) be damaged or disfluered by impact or scratching.
 Where Flat Facks WA is installing the Goods and/or advis in demands, installation installed or and flat Packs WA shall not be liable for any daims, demands, losses, damages, costs, and expenses to nove using a site faces, and there to and Flat Packs WA shall not be liable for any daims, demands, losses, damages, costs, and expenses to howsover caused arabiting.
 Where Flat Facks WA is shall not be liable for any delate or damage to be finalled or areas to be installed on a divert in

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Incorrect or faulty installation by any third party.
 Worksite Access and Condition
 Patil Packs WA is not responsible for the removal of rubbish from or clean-up of the building/construction Worksite's. All rubbish generated by Flat Packs WA will be placed in a designated area appointed by the Customer fast environment of the flat Packs WA will be placed in a designated area appointed by the Customer fast environment of Flat Packs WA and agreed by the Customer that.
 It is the intention of Flat Packs WA and agreed by the Customer that.
 (a) the Customer shall ensure that Flat Packs VA always has dear and free access to the Worksite to enable them to undertake the Services (including and for the delivery and installation of the delivery and installation of the Customer that.
 (b) the Customer shall ensure that Flat Packs WA always has dear and free access to the Worksite to enable them to undertake the Services (including and for the delivery and installation of the Godes). Flat Packs WA always and for the delivery and installation of the Godes WA, and a guest to the Worksite (including without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Flat Packs WA and specified by Flat Packs WA as also area for storage and shall take all reasonable efforts to protect all items from possible destruction, theting or dires, the Customer shall supply Flat Packs WA as also area for storage and shall take all reasonable efforts to protect all items from gossible destruction, theting or dimage. In the event that any of the stored latms are destructed, supportion, theting or dimage. In the event that any of the stored latms are due stored in the advection shall supply Flat Packs WA as also area for storage and shall take all reasonable efforts to protect all items from possible destruction, theting or dimage. In the event that any of the stored latms are duestored inthe advection and shall

- Her by hat Packs WA and his employees, contractors and/or agents. If inductions in the event the Customer requires an employee or sub-contractor of Flat Packs WA to undertake a Workstle induction during working hours, the Customer will be liable to pay the hourly charges for that period. If any induction needs to be undertaken prior to the commencement date them the Customer shall be liable to pay Flat Packs WA's standard (and/or overtime, if applicable) hourly labour rate, or the Worksite, the Customer and/or the Customer shall be liable to pay Flat Packs WA's standard (and/or overtime, if applicable) hourly labour rate, or the Worksite, the Customer and/or the Customer shall be added to not be force access to the Worksite will be granted. Inspection of the Worksite during the course of the Services will be by appointment only and unless otherwise agreed, in such an event the Customer and/or third party acting on behalf of the Customer must at all times be accompanied by Flat Packs WA. (b)

Service Locations Prior to Flat Packs WA commencing any work the Customer must advise Flat Packs. WA of the precise location of all services on the Worksite and clearly mark the same. The mains and services the Customer must identify include, but are not limited to, electrical services, gas services, server services, pumping services, server connections, sever sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the Mid-triated services and the services that may be and the servi Worksite. Whilst Flat Packs WA will take all care to avoid damage to any services the Customer agrees to indemnify Flat Packs WA in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 13.1.

Compliance with Laws The Customer and Flat Packs WA shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services, including any occupational health and safety (CHS) laws relating or any other relevant safety standards or legislation perfaining to the

relating or any other relevant safety standards or legislation pertaining to the Services. Both parties acknowledge and agree: (a) to comply with the National Construction Code of Australia (NCC) and the Home Building Contracts Act 1991, in respect of all workmanship and building products to be supplied during the ocurse of the Services; and (b) that Services will be provided in accordance with any current relevant Australian/New Zealand Standards applicable. All to complete the Services, the Customer acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the Intended Use and any faults inherent in those products. However, fin Flat Packs WA's option, it is believed that the materials supplied are Non-Conforming products and will not conform with state and/or territory regulations, then Flat Packs WA's option, it is believed that the materials supplied are Non-Conforming products and will not conform with state and/or territory regulations, then Flat Packs WA's option, it is believed in accordance with clause 8.2. The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Services.

The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Services.

Modern Slavery For the purposes of this clause: (a) 'Act' means the Modern Slavery Act 2018 (cth) (b) "Modern Slavery, 'Modern Slavery Statement' and 'Reporting Entity' have the meanings given by the Act. If the Customer is a Reporting Entity, it shall comply with all of its obligations under the Act

the Ad. Whether the Customer is a Reporting Entity or not, the Customer shall: (a) use reasonable endeavours to identify, assess and address risks of Modern Slavery practices in its operations and supply chains: (b) use its reasonable endeavours to ensure that the personnel responsible for managing the operations and supply chains: used for the purposes of the Contract have undertaken suitable training to identify and report Modern Contract have undertaken suitable training to identify and report Modern

managing the operations and supply chains used for the purposes or the Contract have undertaken suitable training to identify and report Modern Slavery;
 uses its reasonable endeavours to ensure that if at any time the Customer becomes aware of Modern Slavery practices in its operations and supply chains, the Customer must as soon as reasonably proticable take all reasonable steps to address or remove these practices;
 or oride to Flat Packs WA a copy of any Modern Slavery, Statement that it submits under the Act within seven (7) days of so doing; and
 within seven (7) days of Flat Packs WA's request (or such longer period as Flat Packs WA agrees), provide to Flat Packs WA any information or assistance reasonable requested by Flat Packs WA any information or assistance reasonable requested by Flat Packs WA any information or disense reasonable requested by Flat Packs WA.
 concerning the Customer's operations and supply chains;
 to concerning the Customer's operations and supply chains.
 to enable Flat Packs WA to prepare a Modern Slavery Statement or of therwise compy with the Act; or
 to enable Flat Packs WA to assess and address risks of Modern Slavery practices in its operations and supply chains.
 The parties agree that in the circumstances a breach anises pursuant to this dause or the terms of the Act, the parties will try and resolve the breach by way of remediation and Flat Packs WA will be able to terminate the Contract for any breach by the Customer shall indeminify Flat Packs WA against any loss or liability suffered by Flat Packs WA as a result of the Customer's breach of this dause 15.

Title Flat Packs WA and the Customer agree that ownership of the Goods shall not pass

Flat Packs WA – Terms & Conditions of Trade

- the Customer has paid Flat Packs WA all amounts owing to Flat (a)
- and the Customer has met all of its other obligations to Flat Packs WA. ceipt by Flat Packs WA of any form of payment other than cash shall not be med to be payment until that form of payment has been honoured, cleared or or be payment until that form of payment has been honoured, cleared or
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- Réceipt by Flat Packs WA 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.
 It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 16.1:

 (a) the Customer is only a bailee of the Goods and must return the Goods to Flat Packs WA on request;
 (b) the Customer holds the benefit of the Customer's insurance of the Goods of any insurance in the event of the Goods on gluos, damaged or destroyed;
 (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of Usuness and for market value. If the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the proceeds of sell sells, and for market value. If the Customer sells, disposes or parts with possession of the Goods bener has not here proceeds of any such act on truts for Flat Packs WA and must pay or deliver the proceeds to Flat Packs WA and must pay or deliver the proceeds to Flat Packs WA and must equit of the Heads unthonses field for Charle Assaw WA as its odirects;
 (e) the Customer invocably unthonses Flat Packs WA and must equit of the Packs WA and must equit of the Heads U and the resulting product on truts unthores the Goods on the Coods in transit whether or not Delivey has occurred;
 (f) Flat Packs WA may recover possession of any Goods in transit whether or not Delivey has cocurred;
 (g) He Customer develop away any interest in the Goods has not passed to the Coods sud not/thistanding that ownership of the Goods has not passed to the Customer.

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- Personal Property Securities Act 2009 ("PPSA") In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA, Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions in writing the Customer and/conductant (account) being a monetary obligation of the Customer to Plat Packs WA for Services that have previously been supplied and that will be supplied in the future by Flat Packs WA to the Customer. The Customer undertakes to: 21.2
 - (a)
- istomer undertakes to: promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Flat Packs WA may reasonably require to; (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Renieter 21.3
 - register any other document required to be registered by the PPSA (ii)
- 17.4 17.5
- 17.6 17.7
- and 143 of the PPSA. Unless otherwise agreed to in writing by Flat Packs WA, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Customer must unconditionally raiting any actions taken by Flat Packs WA under clauses 17.2 to 17.5. Subject to any express provisions to the contrary (including those contained in this clause 17), onthing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA. 17.8
- 17.9

18. 18.1

- contracting out of any of the provisions of the PPSA. Security and Charge In consideration of Flat Packs WA agreeing to supply the Goods and/or provide its Services and as acknowledged by Flat Packs WA in accordance with any Acknowledgment Document the Customer grants Flat Packs WA ascurity interest by way of a floating charge (registerable by Flat Packs WA pursuant to the PPSA) over all of its present and after acquired rights. The Answer MA pursuant to the PPSA) over all of the present and after acquired rights. The Answer MA ascurity interest by way of a floating charge (registerable by Flat Packs WA pursuant to the PPSA) over all of the present and after acquired rights. Thile and interest (whether pint or several) in all other assets that is now owned by the Customer or owned by the Customer in the future, including but not limited to thoses set out in any Acknowledgment Document, to the extent necessary to secure the repayment of monies owed under this Contract AC 2001 (Ch). The Customer indemnifies Flat Packs WA to appoint a receiver to the Customer in accordance with the Covorations AC 2001 (Ch). The Customer indemnifies Flat Packs WA from and against all Flat Packs WA's costs and disbursements including legal costs on a solitot and own client basis incured in servicing Flat Packs WA's nogher under this Contract and as a result, the security provided in clauses 16, 1,17.2 and 18, 1as applicable, is deemed insufficient by Flat Packs WA. The Customer in here thure, to secure the performance of the Customer of flat Packs WA, the Customer in here thure, to secure the performance of the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money), in accordance with the Acknowledgment Document.
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- Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA) The Customer must inspect the Goods on Delivery (or the Services on completion) and must within (Is (Jays of Delivery notify Flat Tacks WA in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the GoodSiPervices as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must notify with Flat Res WA to inspect the Goods or to review **19.** 19.1
- 19.2
- Such as head-ready Lossine ania any Such Yareko Vectorials evident. Option Such motifies in the Outpart of the Control of the Control of the Control of the Control Under applicable. State, Territory and Commonwealth Law (including, without limitation the COA), certain statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees). The Name Such Such Such Fait Packs WA acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Fait Packs WA makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the GoodServices. Fait Packs WA makes no warrantees or there ever limited to the fullest extent permitted by section 64A of Schedule 2. I Fait Packs WA is required to replace the Foods under this dause or the CCA, but is unable to do so, Fait Packs WA may remove under this dause or the CCA, but is unable to do so, Fait Packs WA may remove under the Guases or the CCA, but is unable to do so, Fait Packs WA may remove under the Guase or the CCA, but is constructed the Guast terms and the full and the full sets of the Customer has paid for the GoodSection. 19.3 19.4
- 23.3 19.5
- 19.6
- the Goods. If Flat Packs WA is required to rectify, re-supply, or pay the cost of re-supplying the Services under this clause or the CCA, but is unable to do so, then Flat Packs WA 197
- 19.8
- Services under this clause or the CCA, but is unable to do so, then Flat Packs WA may refund any money the Customer has paid of the Services but only to the extent that such refund shall take into account the value of Services and Goods which have been provided to the Customer which the meaning of the CCA, Flat Packs WA's liability for any defect or damage in the Goods is: (a) limited to the value of any express warranky or warranky card provided to the Customer by Flat Packs VA at Flat Packs WA's sole disoretion; (b) limited to any warranky to which Flat Packs WA is entitled, if Flat Packs WA or otherwise neared at should which. 23.5

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- di not manufacture the Goods; (c) otherwise negated absolutely, Subject to this clause 19, returns will only be accepted provided that: (a) the Customer has completed with the provisions of clause 19.1; and (b) Flat Packs WA has agreed that the Goods are defective; and (c) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and (d) the Goods are returned in as dose a condition to that in which they were delivered as is possible. Nowithstanding dauses 113.1 to 19.9 but subject to the CCA, Flat Packs WA shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of. 19.10 23.7

- (a) the Customer falling to properly maintain or store any Goods;
 (b) the Customer using the Goods for any purpose other than that for which they were designed;
 (c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 (d) the Customer falling to follow any instructions or guidelines provided by Flat Packs WA;
 (e) Tair wear and tear, any accident, or act of God.
 Flat Packs WA may in its absolute discretion accept non-defective Goods for return in which case Flat Packs WA may require the Customer to pay handling fees of up to thirty percent durin, ther Flat Packs WA will code of the returned Goods pus any tregint costs. Notwithstanding anything contained in this clause if Flat Packs WA is required by a law to accept a terturn, the Flat Packs WA will coacebt and wacced to return the conditions.

- law to accept a return, then Flat Packs WA will only accept a return on the conditions imposed by that law.

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Introleed by tiral raw. Intellectual Property Where Fiel Packs WA has designed, drawn, written plans or a schedule of Services, or created any products for the Customer, then the copyright in all such designs, drawings, documents, plans, schedules, and products shall remain vested in Flat Packs WA, and shall only be used by the Customer at Flat Packs WA's discretion. Under on circumstances may such designs, drawings and documents be used without the express written approval of Flat Packs WA. The Customer warrats that all designs, specifications, or instructions given to Flat Packs WA will not cause Flat Packs WA to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Flat Packs WA against any action taken by a third party against Flat Packs WA in respect of any such infringement. The Customer agrees that Flat Packs WA may (at no cost) use for the purposes of marketing or entry link any competition, any documents, designs, plans or products which Flat Packs WA has created for the Customer.

Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Flat Packs WA's sole discretion such interest shall per central induit y a und rais an lat face survise der bostenion doch metes stem compound monthly at such a rais plarer as will as before any iddyment. If the Customer owes Flar Packs WA any money, the Customer shall indemnify Flat Packs WA from and gainst all costs and disbursements: (a) incurred; and/or (b) which would be incurred and/or

(a) incurred; and/or
 (b) which would be incurred and/or
 (c) for which by the Customer would be incurred in exercising Flat Packs WA's rights under these terms and conditions, internal administration fees, Flat Packs WA's for Curtact fees owing for breach of these terms and conditions; including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.
 Further to any other rights or remedies Flat Packs WA may have under this Contract, if a Customer has made payment to Flat Packs WA and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reverse dransaction, in addition to any further costs incurred by Flat Packs WA under this clause 21 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer shall be liable for the and the which remains unfulfilled and all amounts owing to Flat Packs WA shall, whether or not due for payment, beccus mer immediately payable if.
 (a) any money payable to Flat Packs WA shall, whether or not due for payment, beccus mer immediately payable if.
 (a) any money payable to Flat Packs WA shall, whether or not due for payment beccus mer immediately payable if.
 (a) any money payable to Flat Packs WA shall, whether or not due for payment beccus mercediately apyable if.
 (b) the Customer has exceeded any anniciable credit limit provided by Flat

- (b)
- Was opnion the Customer will be unleaded and any applicable credit limit provided by Flat the Customer has exceeded any applicable credit limit provided by Flat Packs WA; the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or a sequement for the benefit of its creditors; or a receiver, manager, liquidato (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer. (c)
- (d)

Cancellation **22.** 22.1

Cancellation Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions ("the Breaching Party") the other party may suspend or terminate the supply or purchase of Goods and/or Services to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be lable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause. If Flat Packs WA, due to reasons beyond Flat Packs WA's reasonable control, is unable to deliver any Goods and/or Services to the Customer, Flat Packs WA has parties and the customer any money paid by the Customer for the Goods and/or Services. Flat Packs WA shall repay to the Customer any money paid by the Customer for the Goods and/or Services. The Packs WA shall not be liable for any loss or damage whatsoever arising from such cancellation. The Customer may cancel Delivery of the Goods and/or Services by written notice served within forty-eight (48) hours of placement of the order. If the Customer accordance with this clause 2.3, the Customer will not be liable for the payment of any costs of Flat Packs WA, except where a deposit is payable in accordance with duse 8.4. Flatiler by the Customer to threwise accept Delivery of the Goods and/or Services shall place the Customer to the trave accept Delivery of the Goods and/or Services shall place the Customer to threwise accept Delivery of the Goods and/or Services shall place the Customer to threwise accept Delivery of the Goods and/or Services shall place the Customer to threwise accept Delivery of the Goods and/or Services shall place the Customer to the more factions, or for non-stockit terms, will not be accepted once production has commenced, or an order has been placed.

nas been piaced.
Privacy Policy
All emails, documents, images, or other recorded information held or used by Flat Packs WA is Personal Information, as defined and referred to in docuse 23.3, and therefore considered Confidential Information Flat Packs WA acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pusant to the Phrave X to 1986 (The Act) including the Part IIIC of the Act being Privacy Amendment (Nutritable Data Breace) Act 32.6 and 10.6 are privacy and processing of Personal Information pusant to the Phrave X to 1986 (The Act) including the Cast IIIC of the Act being Privacy Amendment (Nutritable Data Breace) Act 32.6 are Used and any the EU Data Phraot, Laws (Finder Mark 1997) (Collectively, TEU Data Phraot, Laws). Flat Packs WA acknowledges that in the event I becomes aware of any data breaches and/or disclosure of the Customer's Personal Information, held by Flat Packs WA that may result in serious accordance with the Act and/or the GDPR. Any release of such Personal Information must be approved by the Customer by written consent, unless subject to an operation of law. Notwithstanding dates 23.1, privacy limitations will extend to Nales be approved by the Customer by written consent, unless Flat Packs WA's website to make requiries. Flat Packs WA's website to make requiries. Flat Packs WA's website to make requiries flat Packs WA's website to make requiries. Flat Packs WA's website to make may result providers and and the Customer's web the Customer' Privacy Policy All emails doc **28.** 28.1 28.2 28.3 28.4

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- and/or (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years. The Customer consents to Flat Packs WA being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit
- Collect personal clean information accesses and a colling and the colling access and a colling access and a colling access and a colling access and for the following purposes (and for other agreed purposes or required by):
 (a) the provision of Goods: and/or the provision of Good

 - (a) the provision of Goods; and/or (b) analysins, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or (d) enabling the collection of amounts outstanding in relation to the Goods. Flat Packs WA may give information about the Customer to a CRB for the following nurroses:
- (a) to obtain a consumer credit report; (b) allow the CRB to create or maintain a credit information file about the Customer including credit history. The information given to the CRB may include:

Page 2 of 2 Please note that a larger print version of these terms and conditions is available from Flat Packs WA on request. #32742 © Copyright - EC Credit Control 1999 - 2023

- (a) (b)
- Personal Information as outlined in 23.3 above; name of the credit provider and that Flat Packs WA is a current credit provider to the Customer; whether the credit provider is a licensee; (c) (d) (e)
- Whether the design performence and the second performance of the second performance of the second performance of the credit account and the second requested):

defails concerning the Customer's application for credit or commercia creue (e.g. date of commensement/termination of the credit account and the amount requested);
 advice of consumer credit defaults (provided Flat Packs WA is a member of an approved OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and Flat Packs WA has been paid or otherwise discharged and al details surrounding that discharge (e.g. dates of payments);
 individe that the amount of the Customer's overdue payment is equal to or more than the personal information about the Customer related by Flat Packs WA and the night to request (by e-mail) from Flat Packs WA:
 a copy of the Personal information about the Customer related by Flat Packs WA and the night to request that Flat Packs WA.
 the Customer for the purpose of the customer related by Flat Packs WA and the night to request that Flat Packs WA.
 that Packs WA does not disclose any Personal Information about the Customer for the purpose of later transfering.
 That Packs WA will destrop Personal Information upon the Customer related by Flat Packs WA will destrop Personal Information upon the Customer respect (b) re-mail or if it is no longer required unless it is required to fulfil the objetions of this customer for the purpose of the complaint within seven (*P*) days of receipt and will take a reasonable steps to reach a decision on the complaint within thirty (30) days of receipt of the complaint. If the Customer is not satisfied with the resolution provided, the Customer is an tsatisfied with the resolution provided, the Customer is more steps and will deside the days of neceipt and will take a flat avairs with Flat Packs WA for repair, modific

Unpaid Seller's Rights

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unpage seller's Kights Where the Customer has left any item with Flat Packs WA for repair, modification, exchange or for Flat Packs WA to perform any other service in relation to the item and Flat Packs WA has not received or been tendered the whole of any monies owing to it by the Customer, Flat Packs WA shall have, until all monies owing to Flat

owing to it by the Customer, Flat Packs WA shall have, until all monies owing to Flat Packs WA are paid: (a) a lien on the item; and (b) the right to relain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. The lien of Flat Packs WA shall continue despite the commencement of proceedings, or judgment for any monies owing to Flat Packs WA having been obtained against the Customer.

Trusts

(a)

(b)

(c)

applicable

Packs WA

Service of Notices Any written notice given under this Contract shall be deemed to have been given received: by handing the notice to the other party, in person; by leaving it at the address of the other party as stated in this Contract; by sending it by registered post to the address of the other party as stated in the Contract.

- (b) (c)
- (c) by sehaing it or yregistered post to me address of the other party as stated in this Contract; (d) of fsent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission; (e) of fsent by email to the other party is last known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

If the Customer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not Flat Packs WA may have notice of the Trust, the Customer covenants with Flat Packs WA as follows:

at Pack WA as follows: the Contract extends to all rights of indemnity which the Customer covenants at Pack WA as follows: the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Tust, the trustees and the trust fund; the Customer has full and complete power and authority under the Trust or from the Trustees of the Trust as the case may be to netric into the Contract and the provisions of the Trust as the case may be to hear into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust, the trustees and the trust fund. The Customer will not release the right of indemnity or commit may breach of trust or be a party to any other action which might prejudice that right of indemnity.

that right of indemnity; the Customer will not during the term of the Contract without consent in writing of Flat Packs WA (Flat Packs WA will not urreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Customer as trustee of the Trust; (ii) any advancement or distribution of capital of the Trust; (iv) any resettlement of the trust fund or trust property.

Building and Construction Industry (Security of Payment) Act 2021 At Flat Packs WA's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry (Security of Payment) Ad 2021 may apply. Nothing in this Contract is intended to have the effect of contracting out of any provisions of the Building and Construction Industry (Security of Payment) Ad 2021 of Western Australia, except to the extent permitted by the Act where annicable

General Any dispute or difference arising as to the interpretation of these terms and onditions or as to any matter ansing herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) to ndifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's tess. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute. The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall not be treated as a waiver of that provision of these terms and conditions shall not be treated as a waiver of that provision of these terms and conditions shall not be affected, prejudiced or impaired. These terms and conditions and any Contract to which they apply shall be governed by the laws of Western Australia and are subject to the jurisdiction of the Perth Courts in that joins. These terms prevaid write attimes and conditions and the Caustome (ver-flat Packs WA may licence and/or assign all or customer (ver-displants inter this Contract, and write the Customer (ver-displants) and the site theory and write the sectomer. Flat Packs WA may licence and/or assign all or used the travision the assignment does not cause detriment to the Customer (ver-Flat Packs WA may licence and/or assign without the written approval of Flat Packs WA.

WA. Flat Packs WA may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Flat Packs WA's sub-contractors without the authority of Flat Darker MM.

Packs WA. The Customer agrees that Flat Packs WA may amend their general terms and conditions for subsequent future Contracts with the Customer by disclosing such to the Customer invinting. These changes shall be demed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Flat Packs WA to provide Gods to the

Customer makes a further request for Flat Packs WA to provide Goods to the Customer. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, free, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embrago, including but not limited to any Government imposed border lockdowns (including, workdwide destination ports), etc. ("Force Migure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Customer to make a payment to Flat Packs WA, once the parties agree that the Proce Migure even thas ceased. Both parties warrant that they have the power to enter this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them. The rights and obligations of the parties will survive the execution and Delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.