

1. APPLICATION OF THESE TERMS AND CONDITIONS

For the purposes of this Agreement, "the Supplier" is Picture Hanging Systems Pty Ltd ABN 77 116 993 714 and its successors and assigns or any person acting on behalf of and with the authority of Picture Hanging Systems Pty Ltd; "the Customer" is the individual, business, or other entity named on the quote or contract provided by the Supplier to the Customer; "Goods" means picture hanging supplies, virus sneeze screen kits and other products as more particularly described in the Supplier's quote, tax invoice and other paperwork supplied to the Customer; "Site" means the Customer's nominated place for delivery of the Goods; "Work" means the fabrication of the Goods for supply and/or installation; and "Australian Consumer Law" means the Australian Consumer Law set out in Schedule 2 of the Competition & Consumer Act 2010 (Cth), as amended from time to time.

2. SUPPLIER'S QUOTE

2.1 The Supplier will give the Customer a quote, excluding Goods and Services Tax (GST), that specifies the Goods and services to be supplied in order to fulfill the Customer's instructions.

2.2 Acceptance by the Customer

The Customer shall accept the quote by signing and emailing the quote, complete with a purchase order number, if applicable.

2.3 Supplier May Revise Quote

The Supplier may amend the quote after a period of one (1) month from the date of the signed quote should the start date of the Work be delayed for any reason whatsoever, to take into account any rise or fall in the cost of performing the Work and the Supplier shall notify the Customer of such amendment as soon as practicable thereafter. The Supplier will not be obliged to commence Work until such time as the Customer agrees to the revised quote.

3. DELIVERY BY COURIER

3.1 Delivery of the Goods shall be made to the Customer's nominated address. Delivery of Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purpose of this agreement. The Goods will be professionally packed and sent via courier with the Customer's tracking number being emailed once dispatched.

3.2 Delivery via an appropriate courier is usually within one (1) to two (2) working day/s, but if not immediately available, the delivery will take a little longer. Delays by the Supplier to deliver shall not entitle either party to treat this Agreement as repudiated. The Supplier shall not be liable for any loss or damage whatsoever due to failure by the Supplier to deliver the Goods, or any part of them, promptly.

3.3 Freight costs are to be paid by the Customer.

3.4 An additional delivery charge applies if there is no option to leave the Goods at the door and the courier is unable to tender delivery at that time.

3.5 The risk in the Goods shall pass to the Customer on delivery to the Customer or its agent or to a third party nominated by the Customer.

4. INSTALLATION

4.1 The Supplier can install the Goods, with prices on application to the Supplier's office during normal trading hours from 8.30am to 4pm.

4.2 The cost of installation is generally based on Customer feedback. Should the installation prove to be more involved than first thought, then additional costs will be incurred.

4.3 The Customer must give twenty-four (24) hours' notice, via email or text should an agreed installation date or time become unworkable. If such notice is not received by the Supplier, a cancellation fee of forty-five (\$45) dollars will apply.

5. RETENTION OF TITLE

5.1 Title

Notwithstanding the delivery or installation of the Goods, title in any particular Goods shall remain with the Supplier until the Customer has paid and discharged any and all monies owing pursuant to any invoice issued by the Supplier for the Goods, including all applicable GST and other taxes, levies and duties. Where the Goods have been on-sold by the Customer, the Customer will be taken to hold the proceeds of sale of such Goods upon trust for the Supplier and to account to the Supplier for these proceeds. Any payment made by or on behalf of the Customer which is later avoided by the application of any Statutory Provisions shall be deemed not to discharge the Supplier's title in the Goods nor the Customer's indebtedness to the Supplier and, in such an event, the parties are to be restored to the rights which each would have had if the payment had not been made.

5.2 Bailment

The Customer acknowledges that it is in possession of the Goods solely as Bailee until payment of all invoices for the Goods is made pursuant to clause 5.1 and until that time the Customer must not encumber or otherwise charge the Goods and the Customer shall be fully responsible for any loss or damage to the Goods whatsoever and howsoever caused following delivery of the Goods to the Customer.

5.3 Repossession

5.3.1 The Customer hereby irrevocably grants to the Supplier the right, at its sole discretion, to remove or repossess any Goods from the Customer and sell or dispose of them. The Supplier shall not be liable to the Customer or any person claiming through the Customer and the Supplier shall be entitled to retain the proceeds of any Goods sold and apply same towards the Customer's indebtedness to the Supplier.

5.3.2 If the Customer commits an act of bankruptcy, enters into any form of administration or liquidation, makes any composition or arrangement with its creditors, ceases to carry on business or breaches any fundamental clause of this Agreement, then the Supplier may, without prejudice to any other remedies it may have, repossess any Goods delivered to the Customer on any account which has not been paid in accordance with the terms and conditions herein and commence proceedings to recover the balance of any monies owing the Supplier by the Customer.

6. PPSA

6.1 In this clause, the following words have the respective meanings given to them in the PPSA: Financing Statement, Financing Change Statement, Proceeds, Register, Security Agreement, Security Interest and Verification Statement.

6.2 The Customer acknowledges and agrees:

- a) that these Terms and Conditions constitute a Security Agreement that creates a Security Interest in all Goods (and Proceeds):
 - (i) previously supplied by the Supplier to the Customer;
 - (ii) to be supplied in the future by the Supplier to the Customer;
- b) that the Security Interest created by these Terms and Conditions is a continuing Security Interest in all Goods supplied now or in the future by the Supplier to the Customer and Proceeds, which will operate (despite any intervening payment or settlement of account) until the Supplier has signed a release;
- c) to waive its rights in relation to the sections listed in sub-section 115(1) of the PPSA (or as otherwise amended), which

will not apply (to the extent, if any, mentioned) to the Security Agreement created by these Terms and Conditions.

6.3 The Customer undertakes to:

- a) keep all Goods free of any charge, lien or Security Interest except as created under these Terms and Conditions and not otherwise deal with the Goods in a way that may prejudice any rights of the Supplier under these Terms and Conditions or the PPSA;
- b) sign any further documents and provide any further information (which must be complete, accurate and up-to-date in all respects) that the Supplier may require to:
 - (i) register a Financing Statement or Financing Change Statement in relation to a Security Interest on the Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 6.3(b) (i) or 6.3(b) (ii);
- c) indemnify, and upon demand reimburse, the Supplier for all fees (including actual legal fees on a solicitor/own client basis), costs, disbursements and expenses in:
 - (i) registering and maintaining a Financing Statement or Financing Change Statement on the Register or releasing any Goods charged thereby; and
 - (ii) enforcing or attempting to enforce the Security Interest created by these Terms and Conditions.
- d) not register, or allow to be registered, a Financing Statement or a Financing Change Statement in respect of the Goods or Proceeds in favour of a third party, without the prior written consent of the Supplier; and
- e) immediately advise the Supplier of any material change in its business details (including, but not limited to, its trading name, address, contact details or business practices).

7. PAYMENT

7.1 Residential Work

Unless otherwise agreed in writing, residential Customers must pay for Goods in full, before they are dispatched.

7.2 Deposit

Unless agreed otherwise in writing, the Supplier will require a deposit from the Customer. The Customer acknowledges the Supplier is under no obligation to start or undertake any Work as requested by the Customer until the deposit is received by the Supplier in full and when all relevant details pertaining to the contract are provided.

7.3 Progress Payments

When agreed progress payments are not honoured by the Customer, the Supplier reserves the right to halt any further Work until such time as the outstanding payment is forthcoming.

7.4 Balance of Payment

On completion of the Work the Customer shall pay the total amount set out in the Supplier's tax invoice.

7.5 Interest

The Supplier may charge interest at the rate of two percent above the commercial lending rate of the Supplier's bank, calculated on a daily basis on amounts not paid within the time agreed in the

Supplier's quote and/or contract and as specified in the Supplier's tax invoice.

7.6 Damages

The Customer must pay to the Supplier any costs, expenses or losses incurred by the Supplier as a result of the Customer's failure to pay to the Supplier all sums outstanding as owed by the Customer to the Supplier including without limiting the generality of the forgoing any debt collection and legal costs incurred in enforcing payment on a solicitor and own client basis.

8. REFUND AND RETURNS POLICY

8.1. The Supplier will give the Customer fourteen (14) day money-back guarantees on all standard products, from the date the Customer receives the Goods.

8.2. These guarantees exclude 'special products', being the 'Covid-19 barrier screen kit', 'special colour/powder coated products', 'customised products' and any 'unstocked items/special orders'.

8.3. If the Customer is not satisfied with their purchase, the Customer must email the Supplier within fourteen (14) days of delivery, so the Supplier can resolve any problems.

8.4 The Supplier's refund policy does not apply to Goods which have been worn or used, damaged after delivery, or if any attempt has been made to alter the product or if the product has been dropped or broken.

8.5. A restocking fee of \$25 will be incurred for all returns and all products must be returned in original condition to Picture Hanging Systems, Unit 4 / 1 Moonbi Street, Brendale, QLD 4500. Postage and insurance costs are to be paid by the Customer and are not refundable.

8.6. The Supplier recommends that the Customer returns the product via registered post and that the Customer prepays all postage. The Customer assumes any risk of loss, theft or damaged to Goods during return transit. It is therefore advised that the Customer takes out shipment registration of insurance with the Customer's postal carrier. The Supplier will not be responsible for any parcels lost or damaged in transit, should the Customer choose not to insure.

9. SECURITY AND CHARGE

The Customer hereby charges all property, both equitable and legal, present or future of the Customer in respect of any monies that may be owing by the Customer to the Supplier under these Terms and Conditions or otherwise and hereby authorises the Supplier or its solicitors to execute any consent form as its attorney for the purpose of registering a caveat over any real property owned by the Customer at any time.

10. DEFAULT

The Supplier shall be entitled to suspend delivery of the Goods or any part of thereof and/or terminate the contract if the Customer either fails to perform or observe any condition of this 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 its assets, or has a winding up order made against it 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 the Supplier against the Customer prior thereto.

11. LIABILITY

11.1 Non-excludable Rights

The parties acknowledge that, under applicable the Australian Consumer Law, certain conditions and warranties may be implied in these Terms and Conditions and there are rights and remedies conferred on the Customer in relation to the provision of the goods or services which cannot be

excluded, restricted or modified by the agreement ("Non-excludable Rights").

11.2 Disclaimer of Liability

The Supplier disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the Customer, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. To the extent permitted by law, the liability of the Supplier for a breach of a Non-Excludable Right is limited, at the Supplier's option, to the supplying of the Goods and Work again or payment of the cost of having the Goods and Work supplied again.

11.3 Indirect Losses

Notwithstanding any other provision of these Terms and Conditions, the Supplier is in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate the Customer for:

- a) any increases in costs or expenses;
- b) any loss of profit, revenue, business, contracts or anticipated savings;
- c) any loss or expense resulting from a claim by a third party; or
- d) any special, indirect or consequential loss or damage of any nature whatsoever caused by the Supplier's failure to complete or delay in completing the Work or to deliver the Goods promptly.

11.4 Force Majeure

The Supplier will have no liability to the Customer in relation to any loss, damage or expense caused by the Supplier's failure to complete the Work or to deliver the Goods as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, the inability of the Supplier's normal suppliers to supply necessary material or any other matter beyond the Supplier's control.

12. PRIVACY

12.1 The Customer hereby authorises the Supplier to collect, retain, record, use and disclose consumer and commercial information about the Customer, in accordance with the Privacy Act 1988 and subsequent amendments, to persons and/or legal entities who are a solicitor or any other professional consultant engaged by the Supplier, a debt collector, credit reporting agency and/or any other individual or organisation which maintains credit references and/or default listings.

12.2 The Supplier may give information about the Customer to a credit reporting agency for the purposes of obtaining consumer and commercial credit reports and/or lodging consumer and commercial defaults on the Customer's credit file. This information may be given before, during or

after the provision of credit to the Customer and will be in accordance with the Privacy Act 1988 and subsequent amendments.

12.3 The Customer agrees to the Supplier obtaining personal information about the Customer from other credit providers the Customer has named as trade references, or from other credit providers named in a credit report, for the purpose of assessing the Customer's application for commercial or consumer credit.

13. GENERAL MATTERS

13.1 Amendments to These Terms and Conditions

The Supplier reserves the right to vary these Terms and Conditions at any time with fourteen (14) days' notice in writing to the Customer. Any subsequent order or new contract will represent the Customer's agreement to these Terms and Conditions, as amended.

13.2 Non-Waiver

Failure by the Supplier to enforce or delay in enforcing any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision unless acknowledged and agreed in writing by the Supplier.

13.3 Authority

13.3.1 The signatory signing on behalf of the Customer warrants that he/she has the authority to sign this Agreement for and on behalf of the Customer.

13.3.2 The signatory hereto on behalf of the Customer indemnifies the Supplier against all losses, costs and claims incurred arising out of the person signing this Agreement not having such power of authority.

13.4 Severability

Any provision in these Terms and Conditions which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

13.5 Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of the State of Queensland and the laws of the Commonwealth of Australia which are in force in Queensland. All disputes arising between the Customer and the Supplier will be submitted to a court of competent jurisdiction in Queensland selected by the Supplier and such court shall possess territorial jurisdiction to hear and determine such proceedings.
