Central Pipe Fabrication Group Pty Ltd Terms and Conditions of Supply of Goods and Services

These terms and conditions of supply of goods and services (“Terms”) apply to all contracts between Central Pipe Fabrication Group Pty Ltd (“Central Pipe Fabrication Group Pty Ltd”) and the Customer for provision of credit and for the sale, supply and hire of goods, including, but not limited to pipes, pipe fittings, pipe welders and accessories (“Goods”) and to the provision of any related services (“Services”).

1)Information Warranty: The Customer hereby warrants that the information provided to Central Pipe Fabrication Group Pty Ltd by or on behalf of the Customer is true accurate and correct and is supplied for the purpose of obtaining credit.

2)Consent to Provide and Obtain Information: The Customer consents to the provision, receipt and exchange information about the Customer to credit reporting agencies. The Customer authorises Central Pipe Fabrication Group Pty Ltd to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and to use a credit report containing information about the Customer’s commercial activities or commercial creditworthiness to assess the Customer’s creditworthiness.

3)Acceptance of Terms: The submission of a credit application and/or the purchase of Goods by the Customer and/or Customer proffering its own terms and conditions of trade or counter-offer will constitute acceptance by the Customer of these Terms.

4)Quotations: All quotations for prices and availability of Goods provided by Central Pipe Fabrication Group Pty Ltd are valid and capable of acceptance by the Customer for a period of 14 days from the date on the quotation unless specified otherwise and based on manufacture being achievable within 7 days of proposed manufacture date at time of quoting. Prices are also subject to any material fluctuation in the input prices and exchange rates relating to those Goods as notified from time to time by Central Pipe Fabrication Group Pty Ltd in its sole discretion.

5)Purchase of Goods: Where the Customer issues a purchase order for purchase of Goods, Central Pipe Fabrication Group Pty Ltd is not bound in respect of that purchase order until it gives written notice to the Customer confirming acceptance of the purchase order subject to these Terms. Central Pipe Fabrication Group Pty Ltd may accept a purchase order for Goods in whole or in part. Central Pipe Fabrication Group Pty Ltd is not bound by the date of delivery set out in any purchase order.

6)Special Orders: The Customer will be solely responsible for any design defects for Goods made to order for the Customer or Goods manufactured to drawings, specifications or designs provided by the Customer and will indemnify Central Pipe Fabrication Group Pty Ltd for any third-party claims or losses in respect of custom-made goods that arise from a design defect in those custom-made Goods.

7)Price: The price for purchase of all Goods is the net retail customer price for the Goods as advised to the Customer. At any time prior to delivery, Central Pipe Fabrication Group Pty Ltd may, in its sole discretion, adjust the price for Goods by notice to the Customer for changes to the exchange rate or other input costs of the Goods that materially change prior to delivery.

8)Freight: Freight costs are not included in the prices quoted for Goods and will be charged to the Customer at Central Pipe Fabrication Group Pty Ltd’s standard rates, which are available on written request.

9)Mistake: Central Pipe Fabrication Group Pty Ltd reserves the right to correct mistakes in prices and quantities quoted in any quotation by giving written notice to the Customer at any time prior to the delivery of Goods. The Customer is deemed to have accepted the terms of the correction unless it gives two days’ prior written notice declining the corrected quotation.

10)Cancellation: Central Pipe Fabrication Group Pty Ltd may cancel an order for Goods at any time prior to delivery of Goods by written notice to the Customer without liability to the Customer. The Customer may not cancel a purchase order that has been accepted by Central Pipe Fabrication Group Pty Ltd without the consent of Central Pipe Fabrication Group Pty Ltd. If Central Pipe Fabrication Group Pty Ltd consents to the Customer cancelling a purchase order for Goods (including custom made or non-standard Goods), the Customer must pay to Central Pipe Fabrication Group Pty Ltd an amount equal to the costs incurred by Central Pipe Fabrication Group Pty Ltd for that order up to the date of cancellation plus 20% of the gross price of the Goods subject to the Order as fair and reasonable compensation for loss of profits and disposal costs of the Goods.

11)Payment: All supplies of Goods to Customers are on a cash sale or cash hire basis unless credit terms have been agreed to in writing, which will be on the following terms:

(i) All accounts are to be settled in full within 30 days from end of month in which Goods/Services are purchased, received, dispatched or hired, whichever is the earliest.

(ii)Subject to clause 15(vi), the Customer will not set off any amount required to be paid to Central Pipe Fabrication Group Pty Ltd against any amount that the Customer claims against Central Pipe Fabrication Group Pty Ltd.

(iii)Upon a default in payment, all monies then due to Central Pipe Fabrication Group Pty Ltd shall immediately become due and payable and shall be paid by the Customer within seven (7) days of the date of demand. Interest will accrue daily from the due date calculated at a rate of 2% per month.

(iv)Any expenses, costs or disbursements incurred by Central Pipe Fabrication Group Pty Ltd in recovering any outstanding monies including debt collection agency fees and solicitor’s costs (on a full indemnity basis) shall be paid by the Customer on demand.

(v)Central Pipe Fabrication Group Pty Ltd can at any time require additional security from the Customer as is considered reasonably necessary and can withhold supply of Goods until acceptable security has been granted by the Customer.

vi) Any monetary amount provided by Central Pipe Fabrication Group Pty Ltd in writing to Customer by way of a credit (other than credit pursuant to a Credit Application) may be set off against any amount payable to Central Pipe Fabrication Group Pty Ltd from time to time provided that any such unused credit expires 12 months from the date of issue.

12)Delivery: All delivery dates are approximate only. Unless otherwise agreed, delivery of Goods will occur upon:

i) where the Customer is responsible for delivery, upon the Goods being handed to the Customer’s carrier at Central Pipe Fabrication Group Pty Ltd’s premises. A signature of the Customer’s carrier on a Central Pipe Fabrication Group Pty Ltd delivery note will be conclusive proof of delivery to the Customer; or

ii) where Central Pipe Fabrication Group Pty Ltd has agreed to deliver Goods to the Customer, delivery will take place when Central Pipe Fabrication Group Pty Ltd delivers the Goods to the nominated site, even if the Client is not present at the site. A delivery note signed by Central Pipe Fabrication Group Pty Ltd’s carrier is conclusive proof of delivery to the Customer. The Customer will be responsible to provide any equipment needed to effect unloading of Goods and will be responsible for all costs of Central Pipe Fabrication Group Pty Ltd that arise where delivery is prevented or delayed because of lack of equipment, personnel or authorization to unload Goods.

13)Delay: The Customer will be liable for any loss suffered by Central Pipe Fabrication Group Pty Ltd because of any delay of delivery of Goods caused or contributed to by the Customer including reasonable storage fees and any costs associated with re-delivery.

14)Certification: If the Customer requires that the Goods be certified, then the issue of any certification certificate will be entirely at the discretion of Central Pipe Fabrication Group Pty Ltd and, if issued, will incur a fee in an amount to be advised by Central Pipe Fabrication Group Pty Ltd to the Customer at the time that the request for certification is received.

15)Title and Risk: Risk in relation to Goods passes to the Customer on delivery. Title to Goods does not pass to the Customer until full payment for the Goods has cleared in the account of Central Pipe Fabrication Group Pty Ltd. Central Pipe Fabrication Group Pty Ltd retains title to those Goods and to any proceeds from disposal of those Goods.

16)Claims: Any claim for non-delivery, shortage in supply or damage occurring during the course of delivery or any claim for rejects by a Customer must be in writing and given to the manager of Central Pipe Fabrication Group Pty Ltd within 24 hours of delivery.

17)Return of Goods: The Customer may not return any custom-made or specially produced or ordered Goods. All returns of unused Goods are subject to approval by Central Pipe Fabrication Group Pty Ltd at its absolute discretion upon receiving a completed Request for Credit Return Form from the Customer. All credits for Goods that have been approved for return will be less a 25% restocking fee and less any freight charges incurred by Central Pipe Fabrication Group Pty Ltd.

18)Repossession: Upon default in payment by the Customer, Central Pipe Fabrication Group Pty Ltd may repossess unpaid Goods. All costs of such repossession of Goods by Central Pipe Fabrication Group Pty Ltd will be payable by the Customer. Such rights shall be without prejudice to Central Pipe Fabrication Group Pty Ltd’s right to claim damages from the Customer for breach of contract. The Customer irrevocably authorises Central Pipe Fabrication Group Pty Ltd and its personnel and agents to enter upon the Customer’s premises without notice at any time, for the purposes of examination or recovery of Goods.

19)Reliance on Advice: The Customer acknowledges and agrees that it relies solely on its own skill and judgment and that it has not relied on any representation by Central Pipe Fabrication Group Pty Ltd in relation to the fitness for purpose or the suitability of the Goods or Services. Except where Central Pipe Fabrication Group Pty Ltd has acted fraudulently or has been intentionally misleading, the Customer releases Central Pipe Fabrication Group Pty Ltd from any claim and indemnifies Central Pipe Fabrication Group Pty Ltd for liability in relation to any advice, recommendation or assistance provided to the Customer by Central Pipe Fabrication Group Pty Ltd in relation to the Goods.

20)Design, Installation, Operation and Maintenance of Goods: The Customer is solely responsible for adequacy of the design of Goods and of layouts and systems using the Goods. The Customer must obtain all necessary governmental permits and approvals for the installation and use of the Goods. The Customer must ensure that all design and installation of the Goods is carried out by suitably trained and qualified tradespersons under the supervision of, and in accordance with the instructions of, a suitably qualified engineer. The Customer must at all times use the Goods and undertake system design, installation and operation and maintenance of the Goods in accordance with regulatory requirements, relevant international and national standards, and industry best practice. Central Pipe Fabrication Group Pty Ltd will not be liable, and the Customer releases Central Pipe Fabrication Group Pty Ltd from all claims, in relation to the Goods where the Customer has not complied with the requirements of this clause 24.

21)Insured Claims: To the extent that the Customer makes a claim in respect of Goods or Services that an Central Pipe Fabrication Group Pty Ltd insurance policy responds to (“Insured Risk”), the liability of Central Pipe Fabrication Group Pty Ltd to the Customer will be limited to the amount that is recovered under that insurance policy. Central Pipe Fabrication Group Pty Ltd will take all such reasonable action as is required under an insurance policy to recover proceeds under that policy for a Customer claim provided that Central Pipe Fabrication Group Pty Ltd is never required to take legal action against an insurer except in circumstances where the Customer pays for the costs of such action and gives Central Pipe Fabrication Group Pty Ltd a full indemnity for all costs and liabilities arising out of such action and such security as Central Pipe Fabrication Group Pty Ltd may reasonably require.

22)Uninsured Claims: For claims that are not subject to clause 25, Central Pipe Fabrication Group Pty Ltd’s liability to the Customer in relation to Goods and Services will never exceed the price of the Goods. Central Pipe Fabrication Group Pty Ltd will not be liable for any consequential loss or damages, including (but not limited to) loss of profit, business revenue, goodwill, anticipated savings or damage to property. The Customer indemnifies Central Pipe Fabrication Group Pty Ltd against any loss or expense arising from the Customer’s breach of these terms. The Customer indemnifies Central Pipe Fabrication Group Pty Ltd against any claims made by a third party in respect of negligence, personal injury or death arising out of the supply of Goods to the Customer by Central Pipe Fabrication Group Pty Ltd.

23)Warranty: Central Pipe Fabrication Group Pty Ltd’s liability for a product liability claim that is not otherwise covered by clause 25 is, subject to law, limited to either (at its option) repair of Goods, or the resupply of the Goods upon the Customer returning (at its cost) the defective goods, or the refund of the price for the Goods to the Customer.

24)Force Majeure: Central Pipe Fabrication Group Pty Ltd is not liable for any loss caused to the Customer arising from an event or occurrence that is beyond the control of Central Pipe Fabrication Group Pty Ltd including as a result of (but not limited to) strikes, lockouts, fires, floods, hurricanes, extreme weather, riots, war, embargoes, civil commotions and acts of God.

25)Severance: These Terms do not exclude any provisions required by law to be included and any inconsistent provisions shall be severed from these Terms without affecting the enforceability of the remaining provisions. If any of these terms or conditions is or becomes for any reason wholly or partly invalid that term or condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining conditions.

26)Trust: In the case of a customer that is a trust, the trustee of the Customer and its directors accept and agree to these Terms in their personal capacity as well as in their capacity as trustee. Each such trustee represents and warrants that the trust of which they are the trustee is lawfully operating and that the assets of the trust shall be available to meet payment of the account.

27)Change of Ownership: The Customer shall no later than 14 days prior to any proposed change of control of the Customer or any alteration or addition to the shareholding or directorship of Customer, notify Central Pipe Fabrication Group Pty Ltd of the proposed change. Central Pipe Fabrication Group Pty Ltd may, in its absolute discretion, cancel any outstanding order with the Customer or require any deposit or other security as Central Pipe Fabrication Group Pty Ltd may reasonably require from the Customer upon such change of control or ownership.

28)Charge: The Customer:

(i) | Charges in favour of Central Pipe Fabrication Group Pty Ltd all real property in which it now or in the future has any title or interest in as security for payment of any and all monies owing to Central Pipe Fabrication Group Pty Ltd;

(ii) Consents to Central Pipe Fabrication Group Pty Ltd (or its agent) lodging one or more caveats which note Central Pipe Fabrication Group Pty Ltd’s interest in that real property; and

(iii) Will do all such things (including executing any documents) required by Central Pipe Fabrication Group Pty Ltd for Central Pipe Fabrication Group Pty Ltd to register and maintain such caveat or caveats.

29)PPSA: These Terms constitute a security agreement pursuant to the Personal Property Securities Act 2009 (Cth) (PPSA) in relation to Goods and/or Services supplied and/or credit given to the Customer and any Goods that will be supplied in the future by Central Pipe Fabrication Group Pty Ltd to the Customer. The Customer acknowledges and agrees that one or more security interests (as that term is defined in the PPSA) may be registered by Central Pipe Fabrication Group Pty Ltd in relation to any supply by Central Pipe Fabrication Group Pty Ltd to the Customer and the proceeds arising in relation to any dealing in the Goods in accordance with the PPSA. The Customer agrees to do all such things and sign all such documentation and/or provide any further information as may be necessary and reasonably required by Central Pipe Fabrication Group Pty Ltd to:

(i) | Acquire a perfected security interest in the Goods and any proceeds.

(ii) Register a financing statement or financing change statement; and

(iii) Ensure that Central Pipe Fabrication Group Pty Ltd’s security position, and rights and obligations, are not adversely affected by the PPSA.

To the fullest extent permitted by the PPSA, the Customer waives all rights to receive notifications and verification statements under the PPSA. The Customer will not grant any competing security interests or do anything that would adversely affect Central Pipe Fabrication Group Pty Ltd’s security interest(s) arising pursuant to these Terms.

30)Competition and Consumer Act 2010 (Cth): Where the provisions of the Competition and Consumer Act 2010 (Cth) (CCA) apply, the provisions of these Terms will be read subject to the application of the CCA and in the case of any conflict, the provisions of the CCA will apply.

31)Assignment: The Customer must not assign its rights or obligations in respect of these Terms without the prior written consent of Central Pipe Fabrication Group Pty Ltd.

32)Entire Agreement: These Terms and any quotation to which these Terms are attached or referred to in, constitute the entire agreement between Central Pipe Fabrication Group Pty Ltd and the Customer relating to the provision of Goods and Services by Central Pipe Fabrication Group Pty Ltd and all prior negotiations, understandings, representations, warranties, memoranda or commitments are expressly excluded. In the event of any conflict or inconsistency between these Terms and the Credit Application to which these terms may be attached, the Credit Application will prevail to the extent of such conflict or inconsistency.

33)Authorized representative: The person or persons signing the document titled “Central Pipe Fabrication Group Pty Ltd Credit Application - 30 Day Account” on behalf of the Customer: (a) represents and warrants to Central Pipe Fabrication Group Pty Ltd that they have the authority to bind the Customer in accordance with these Terms; and (b) jointly and severally guarantees the payment of all amounts payable by Customer to Central Pipe Fabrication Group Pty Ltd from time to time under or pursuant to these Terms.

34)Jurisdiction: These Terms are governed by the laws of Victoria. Each of Central Pipe Fabrication Group Pty Ltd and the Customer submit to the non-exclusive jurisdiction of the courts of Victoria and any court that hears appeals from them.

35)Severability: If any term or part of these Terms is found to be illegal or unenforceable, that part or term shall be deemed not to be part of these Terms and the remainder of these Terms shall continue in full force and effect.