

**Wildfire Safety Bunkers Pty Ltd**  
ACN 104 163 733

## **Terms and Conditions of Trade**

The following Terms and Conditions shall govern the commercial relationship between Wildfire Safety Bunkers Pty Ltd ACN ("WSB") and you, the purchaser ("you"):

1. You acknowledge that WSB has not at any time represented that its products of themselves save lives and that in extreme fire conditions the safest course of action is timely evacuation to a safe area.
2. Prices quoted by WSB are subject to change without notice.
3. Purchase price is payable on the following basis:
  - a. 20% on placement of order.
  - b. Balance (including any applicable delivery and/or installation charges) on or before pickup, delivery and/or installation at the discretion of WSB. Payment on delivery by bank cheque is accepted.
4. Where WSB has approved an application for credit you acknowledge that goods will be supplied on the basis of full payment being made in the time specified in the credit application.
5. Upon a breach of clause 4 of these Terms and Conditions or a failure by you to otherwise comply with your obligations to WSB in any respect, WSB may (without limitation):
  - a. revoke your credit accommodation and require immediate payment of existing order in full,
  - b. require that all amounts owing to WSB for any reason whatsoever become immediately due and payable without deduction or interest,
  - c. require any further purchases to be paid for in full before delivery,
  - d. if you are a company, require that the director/s or other nominated parties give a guarantee and indemnity in a form stipulated by WSB,
  - e. charge an account service fee of 2.0% per month from the due date for settlement until the date payment is made,
  - f. reserve the right to rescind all discounted quotations or rates and to recalculate outstanding charges,
  - g. require that you pay any costs, commissions and legal expenses whatsoever arising from the collection of any overdue monies and such interest, costs, commissions and legal expenses being recoverable as a liquidated debt.
6. If there is more than one purchaser your liability under these terms and conditions will be joint and several.
7. WSB reserves the right to accept or decline any order in whole or in part. Where WSB makes a part delivery of an order each delivery shall constitute a separate contract and failure to supply a total order shall not invalidate the contract. WSB will not be liable for any transport delays in the performance of its obligations. Where WSB is required to re-deliver goods, such re-delivery being your fault, a re-delivery fee will be charged.
8. To the maximum extent permitted by law, all conditions, warranties, representations, liabilities and obligations, whether imposed by statute or otherwise, in respect of the supply of goods, including any conditions or warranties as to merchantability, fitness for purpose or correspondence with description, are excluded and all liability for loss or damage, whether consequential or otherwise and whether arising from negligence or from any other causes whatsoever is excluded. WSB will pass any manufacturers warranty extended to WSB to you.
9. In the event that WSB is found to be in breach of any condition, warranty, representation, liability or obligation not excluded by Clause 7, the liability of WSB in respect of such breach, will be limited at the option of WSB to the re-supply of the relevant goods and/or the payment of the cost of having the relevant goods re-supplied.
10. If WSB is held or found to be liable to you for any matter relating to or arising in connection with the supply of goods or services whether based on an action or claim in contract, negligence, tort or otherwise, the amount of damages you will be entitled to recover from WSB will be limited to the amount paid by you.
11. Risk in the goods passes to you on delivery but ownership in the goods supplied by WSB remains the property of WSB until you have discharged all outstanding indebtedness whether in respect of those goods or otherwise. You will allow WSB and WSB will be entitled to enter your premises and remove the goods at any time prior to payment in full being received.
12. Where WSB delivers goods to you, delivery is deemed to take place on receipt by you at your nominated address. Where you elect to pick up goods from WSB, delivery is deemed to take place when the goods leave the premises of WSB. Pallets supplied with goods are not sold or do not become the property of the purchaser. Pallets must be exchanged at point of delivery.
13. In so far as all applicable law permits, you shall indemnify and keep indemnified WSB from any actions, claims suits or demands made by any third party arising out of any damage or loss suffered by the third party as a result of the use of any WSB product.

14. You, agree that where credit is provided to you, WSB may at its discretion lodge a caveat over any or all beneficial interests (freehold and leasehold) in land held now or in the future by you or each of you and where you are a company you agree that WSB may lodge a charge over your assets.
15. WSB may at any time set-off amounts owed by WSB to you from the amounts owed by you to WSB.
16. No claims levied against WSB in relation to loss or damage of goods will be considered unless all amounts owing by you to WSB have been paid in full or lodged in a Trust Account by way of security against non-payment.
17. WSB is not under any obligation to accept goods returned by you and will do so only on terms to be agreed in each case. Returns must be made to the location nominated by WSB and must be sent freight paid. Returns not sent Freight Paid will have the amount of freight paid by WSB deducted from the credit.
18. In accordance with the provisions of the Privacy Act 1988 (Cth) if WSB considers it relevant to assessing your application for commercial credit or to collecting overdue payments in respect of commercial credit provided to you:
  - a. you consent to WSB obtaining from a credit reporting agency a credit report containing personal credit information about you, and/or
  - b. you agree to WSB receiving from a credit reporting agency a credit report containing personal information about you.
19. You acknowledge that under the Privacy Act 1988 (Cth), WSB is permitted to give a credit reporting agency personal information about your credit application, such information including without limitation:
  - a. identity particulars,
  - b. the amount of credit applied for from WSB,
  - c. details of payments which become overdue and for which collection action has been commenced,
  - d. advice that payments are no longer overdue,
  - e. that cheques drawn by you have been dishonoured more than once,
  - f. that credit provided to you by WSB has been paid or otherwise discharged, and
  - g. in specific circumstances, that in the opinion of WSB, you have committed a serious credit infringement.
20. In relation to compliance with all applicable Federal, State and Municipal laws ("the relevant laws") including without limitation all laws relating to building and planning compliance, you acknowledge:
  - a. that it is your responsibility to ensure that any installation of WSB products complies with the relevant laws and that you have made all relevant enquiries and obtained all necessary permits prior to installation of the product,
  - b. that where you have contracted WSB to install the product, such installation is performed at the discretion of WSB and WSB may refuse to install the product if not fully satisfied that the installation will comply with the relevant laws,
  - c. that you hold WSB harmless and indemnify WSB for any costs incurred or fines levied as a result of any breach of the relevant laws arising directly or indirectly from the installation of the product, regardless of whether or not the installation has been performed by WSB officers, employees or agents.
21. If any provisions of these terms are found to be unenforceable for any reason then that provision will be read down to the extent of the unenforceability or severed from these terms and will not affect the enforceability of any other of these terms and conditions.
22. The laws applicable to these Terms and Conditions is the law of the State of Victoria and the parties agree to submit to the jurisdiction of the Courts of that State.
23. It is the owners responsibility to locate all underground services prior to any installation work commencing.
24. It is the owners responsibility to secure any Planning Permits or other necessary approvals / permits (if required).

Signed by the Purchaser:

Date : \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name - indicate if director, partner or sole trader

\_\_\_\_\_  
Print Name - indicate if director, partner or sole trader