

## BLICKLE AUSTRALIA – GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1. "Blickle" means Blickle Australia Wheels and Castors Pty Ltd.
- 1.2. "Customer" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.
- 1.3. "Goods" means all Goods or Services supplied by Blickle to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4. "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Blickle and the Customer in accordance with clause 5 below.
- 1.5. "GST" means Goods and Services Tax (GST) as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

### 2. ACCEPTANCE

- 2.1. The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts an order for or delivery of the Goods.
- 2.2. These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Blickle.

### 3. ONLINE ORDERING

- 3.1. The Customer acknowledges and agrees that:
- 3.1.1. Blickle does not guarantee the websites performance or availability of any of its Goods; and
- 3.1.2. on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades; and
- 3.1.3. there are inherent hazards in electronic distribution and as such Blickle cannot warrant against delays or errors in transmitting data between the Customer and Blickle including orders, and the Customer agrees that to the maximum extent permitted by law, Blickle will not be liable for any losses which the Customer suffers as a result of online-ordering

not being available or for delays or errors in transmitting orders.

3.2. Blickle reserves the right to terminate the Customer's order if it learns that it has provided false or misleading information, interfered with other users or the administration of Blickle Services, or violated these terms and conditions.

### 4. ELECTRONIC TRANSACTIONS (QUEENSLAND) ACT 2001

Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.

### 5. CHANGE IN CUSTOMER'S DETAILS

The Customer shall give Blickle not less than fourteen (14) days prior written notice of any proposed change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by Blickle as a result of the Customer's failure to comply with this clause.

### 6. PRICE AND PAYMENT

6.1. The Price shall be either

- 6.1.1. as agreed between the parties in writing; or failing such agreement,
- 6.1.2. Blickle's quoted price (subject to clause 6.2 and 6.3) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days; or also failing such
- 6.1.3. the Price as at the date of delivery of the Goods according to Blickle's current price list or as advertised on Blickle's website (subject to clause 5.2 and 5.3).

6.2. Blickle reserves the right to change the Price if a variation to Blickle's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to Blickle in the cost of taxes, levies, materials and labour) will be charged for on the basis

of Blickle's quotation and will be shown as variations on the invoice. The Customer shall be required to respond to any variation submitted by Blickle within ten (10) working days. Failure to do so will entitle Blickle to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

6.3. Unless the Customer has a written supply agreement with Blickle to the contrary, Blickle reserves the right to change the Price and/or otherwise pass on cost increases to the Customer at any time, and will use reasonable efforts to provide at least 30 days' notice. Revised Prices may apply to all orders shipped after the effective date of the Price change. For clarity, blanket orders and orders specifying future dated shipments may also be billed at the pricing in effect on the date of shipment. Unless otherwise expressly indicated, the Price is exclusive of all taxes, delivery charges, insurance, duties and associated expenses, which will be charged to the Customer (as applicable).

6.4. At Blickle's sole discretion, a deposit may be required.

6.5. Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by Blickle, which may be:

- 6.5.1. before delivery of the Goods;
- 6.5.2. for approved Customer's thirty (30) days following the date specified on the invoice for payment which is posted to the Customer's address or address for notices;
- 6.5.3. the date specified on any invoice or other form as being the date for payment; or
- 6.5.4. failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Blickle.

6.6. Payment may be made by cheque, bank cheque, electronic/ on-line banking, BPAY, credit card (a surcharge may apply per transaction) or by any other method as agreed to between the Customer and Blickle.

6.7. The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Blickle nor to withhold payment of any invoice because part of that

invoice is in dispute.

6.8. Unless otherwise stated, the Price does not include GST. In addition to the Price the Customer must pay to Blickle an amount equal to any GST Blickle must pay for any supply by Blickle 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.

### 7. DELIVERY OF GOODS, SPECIAL DESIGNS QUANTITY ADJUSTMENTS

7.1. Delivery ("Delivery") of the Goods is taken to occur at the time that:

- 7.1.1. the Customer or the Customer's nominated carrier takes possession of the Goods at Blickle's address; or
- 7.1.2. Blickle (or Blickle's nominated carrier) delivers the Goods to the Customer's nominated address, even if the Customer is not present at the address.

7.2. Unless agreed otherwise in writing, any Price quoted does not include transportation costs and the Goods will be supplied "ex works" according to INCOTERMS 2020.

7.3. Blickle may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

7.4. Any time specified by Blickle for delivery of the Goods is an estimate only. The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. Blickle will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. In the event that the Customer is unable to take delivery of the Goods as arranged then Blickle shall be entitled to charge a reasonable fee for redelivery and/or storage.

7.5. In the case of special designs, deviations of up to +/- 10% in the total delivery quantity are permitted with a corresponding adjustment to the total purchase price.

## 8. RISK

8.1. Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.

8.2. If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, Blickle is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Blickle is sufficient evidence of Blickle's rights to receive the insurance proceeds without the need for any person dealing with Blickle to make further enquiries.

## 9. SPECIFICATIONS OF THE GOODS

9.1. Where Blickle gives advice or recommendations to the Customer, or the Customer's agent, with specific instructions regarding the use of the Goods and such advice or recommendations are not acted upon, then Blickle shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent purchase of the Goods. The same applies in case the Blickle product information is not properly followed by the Customer.

9.2. The Customer warrants that any structure in or upon which the Goods are to be installed is sound and will sustain the installation and work incidental thereto and Blickle shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the installation and work incidental thereto.

9.3. The Customer acknowledges that:

9.3.1. all descriptive specifications, illustrations, drawings, data, dimensions and weights stated in Blickle's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such by Blickle in writing;

9.3.2. while Blickle may have provided information or figures to the Customer regarding the performance of the Goods, the Customer acknowledges that Blickle has given these in good faith, and that these are

estimates which are variable due to factors out of Blickle's control;

9.3.3. some structures may not have the optimum orientation for the installation of the Goods or components, and the Customer therefore understands and accepts that the Goods performance may be compromised in such situations.

9.4. The Customer shall be responsible for ensuring that the Goods ordered are suitable for its intended use.

9.5. Blickle reserves the right to substitute comparable Goods (or components of the Goods), and in all such cases Blickle will notify the Customer in advance of any such substitution.

## 10. TITLE

10.1. Blickle and the Customer agree that ownership of the Goods shall not pass until:

10.1.1. the Customer has paid Blickle all amounts owing to Blickle; and

10.1.2. the Customer has met all of its other obligations to Blickle.

10.2. Receipt by Blickle 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.

10.3. It is further agreed that until ownership of the Goods passes to the Customer in accordance with clause 10.1, the Customer:

10.3.1. is only a bailee of the Goods and must return the Goods to Blickle upon first request.

10.3.2. holds the benefit of the Customer's insurance of the Goods on trust for Blickle and must pay to Blickle the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.

10.3.3. must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Blickle and must pay or deliver the proceeds to Blickle on demand.

10.3.4. should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Blickle and must sell, dispose of or return the resulting

product to Blickle as it so directs.

10.3.5. shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Blickle.

10.4. It is further agreed that as long as ownership of the Goods did not yet pass to the Customer in accordance with clause 10.1 and the Customer is in default of payment:

10.4.1. the Customer irrevocably authorises Blickle to enter any premises where Blickle believes the Goods are kept and recover possession of the Goods.

10.4.2. Blickle may recover possession of any Goods in transit whether or not delivery has occurred.

10.4.3. Blickle may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

## 11. PERSONAL PROPERTY SECURITIES ACT 2009 („PPSA“)

11.1. In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

11.2. Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and create a security interest in all Goods that have previously been supplied and that will be supplied in the future by Blickle to the Customer.

11.3. The Customer undertakes to:

11.3.1. 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 Blickle may reasonably require to;

11.3.1.1. register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;

11.3.1.2. register any other document required to be registered by the PPSA; or

11.3.1.3. correct a defect in a statement referred to in clause 11.3.1.1 or 11.3.1.2;

11.3.2. indemnify, and upon demand reimburse, Blickle for all expenses

incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;

11.3.3. not register a financing change statement in respect of a security interest without the prior written consent of Blickle;

11.3.4. not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Blickle;

11.3.5. immediately advise Blickle of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

11.4. Blickle and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

11.5. The Customer waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

11.6. The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

11.7. Unless otherwise agreed to in writing by Blickle, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.

11.8. The Customer must unconditionally ratify any actions taken by Blickle under clauses 11.3 to 11.5.

11.9. Subject to any express provisions to the contrary (including those contained in this clause 11) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

## 12. SECURITY AND CHARGE

12.1. In consideration of Blickle agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

12.2. The Customer indemnifies

Blickle from and against all of Blickle's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Blickle's rights under this clause.

12.3. The Customer irrevocably appoints Blickle and each director of Blickle as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Customer's behalf.

### 13. DEFECTS, WARRANTIES AND RETURNS, COMPETITION AND CONSUMER ACT 2010 (CCA)

13.1. The Customer must inspect the Goods on delivery and must within seven (7) days of delivery notify Blickle 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 Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification, the Customer must allow Blickle to inspect the Goods.

13.2. Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions ("Non-Excluded Guarantees").

13.3. Blickle acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

13.4. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Blickle makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Blickle's liability in respect of these warranties is limited to the fullest extent permitted by law.

13.5. If the Customer is a consumer within the meaning of the CCA, Blickle's liability is limited to the extent permitted by section 64A of Schedule 2.

13.6. If Blickle is required to replace the Goods under this clause or the CCA, but is unable to do so, Blickle may refund any money the Customer has paid for the Goods.

13.7. If the Customer is not a consu-

mer within the meaning of the CCA, Blickle's liability for any defect or damage in the Goods is:

13.7.1. limited to the value of any express warranty or warranty card provided to the Customer by Blickle at Blickle's sole discretion;  
13.7.2. limited to any warranty to which Blickle is entitled, if Blickle did not manufacture the Goods;  
13.7.3. otherwise negated absolutely.

13.8. Subject to this clause 13, returns will only be accepted provided that:

13.8.1. the Customer has complied with the provisions of clause 13.1; and  
13.8.2. Blickle has agreed that the Goods are defective; and  
13.8.3. the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and  
13.8.4. the Goods are returned in as close a condition to that in which they were delivered as is possible.

13.9. Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, Blickle shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

13.9.1. the Customer failing to properly maintain or store any Goods;  
13.9.2. the Customer using the Goods for any purpose other than that for which they were designed;  
13.9.3. 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;  
13.9.4. the Customer failing to follow any instructions or guidelines provided by Blickle, including the Blickle product information;  
13.9.5. fair wear and tear, any accident, or act of God.

13.10. Blickle may, in its absolute discretion, accept non-defective Goods for return in which case Blickle may require the Customer to pay adequate handling fees of up to ten percent (10%) of the value of the returned Goods plus any freight costs.

13.11. Notwithstanding anything contained in this clause, if Blickle is required by law to accept a return, then Blickle will only accept a return on the conditions imposed by that

law.

### 14. INTELLECTUAL PROPERTY

14.1. Where Blickle has designed, drawn or developed Goods for the Customer, the copyright in any designs and drawings and documents shall remain the property of Blickle. Under no circumstances may such designs, drawings and documents be used without the express written approval of Blickle.

14.2. The Customer warrants that all designs, specifications or instructions given to Blickle will not cause Blickle to infringe any patent, registered design or trademark in the execution of the Customer's order or breach confidentiality by accepting such and the Customer agrees to indemnify Blickle against any action taken by a third party against Blickle in respect of any such infringement or breach.

### 15. DEFAULT AND CONSEQUENCES OF DEFAULT

15.1. 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 Blickle's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

15.2. If the Customer owes Blickle any money, the Customer shall indemnify Blickle from and against all costs and disbursements incurred by Blickle in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Blickle's contract default fee, and bank dishonour fees).

15.3. Without prejudice to any other remedies Blickle may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Blickle may suspend or terminate the supply of Goods to the Customer. Blickle will not be liable to the Customer for any loss or damage the Customer suffers because Blickle has exercised its rights under this clause.

15.4. Without prejudice to Blickle's other remedies at law, Blickle shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Blickle shall, whether or not

due for payment, become immediately payable if:

15.4.1. any money payable to Blickle becomes overdue, or in Blickle's reasonable opinion the Customer will be unable to make a payment when it falls due;  
15.4.2. the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or  
15.4.3. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

### 16. CANCELLATION

16.1. Without prejudice to any other remedies, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions, Blickle may suspend or terminate the supply of Goods to the Customer. Blickle will not be liable to the Customer for any loss or damage the Customer suffers because Blickle has exercised its rights under this clause.

16.2. Blickle may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Blickle shall repay to the Customer any money paid by the Customer for the Goods. Blickle shall not be liable for any loss or damage whatsoever arising from such cancellation.

16.3. The Customer may not cancel orders placed and accepted without Blickle's written approval. In the event that Blickle accepts the cancellation, Blickle shall be entitled to charge a reasonable fee for any work done on behalf of the Customer to the date of the cancellation (including charges for design, engineering, fabrication, administration work) and invoice any materials purchased, as well as a fee for the processing and acceptance of the Customer's order according to clause 13.10. Where appropriate payment is made, the partially processed materials or completed parts become the property of the Customer.

Freight and transport costs for goods returned to and from the Company shall be at the Customer's expense.

16.4. Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, cannot be accepted once production has commenced, or an order has been.

#### 17. FORCE MAJEURE

17.1. If Blickle is prevented or delayed from, or performing any of its obligations towards the Customer by force majeure, which shall include but not be limited to acts of war, industrial action, whether or not by, or involving employees of the Company, acts of God, government action, riot, civil commotion, failure by the Customer to fulfil its commitments in due time, inability to obtain materials, a pandemic, or any other occurrence (whether of the same or different in kind or nature) which was unavoidable or beyond the control of Blickle, Blickle may give notice in writing to the Customer of the circumstances constituting force majeure and of the obligation or performance of which is delayed or prevented, and shall be excused from compliance with such obligations for as long as such circumstances may continue. If by virtue of this clause either Blickle is excused from compliance with any obligation for a continuous period of four calendar months, the Customer may forthwith terminate the Contract by giving notice in writing to the other. Blickle shall not be liable for any loss or damage whatsoever arising from such termination.

#### 18. GENERAL

18.1. The failure by Blickle to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Blickle's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

18.2. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland in which Blickle has its principal place of business, and are subject to the jurisdiction of the Southport Courts in Queensland.

18.3. Subject to clause 13 Blickle shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Blickle of these terms and conditions (alternatively Blickle's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

18.4. The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Blickle nor to withhold payment of any invoice because part of that invoice is in dispute.

18.5. The Customer agrees that Blickle may amend these terms and conditions at any time. If Blickle makes a change to these terms and conditions, then that change will take effect from the date on which Blickle notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for Blickle to provide Goods to the Customer.

18.6. The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

May 2023