

Please ensure you carefully read all Terms below. In particular, we draw your attention to the following key clauses:

- **Clause 2:** These Terms apply to every Sales Agreement and Order, and cannot be varied or replaced without our agreement in writing.
- **Clauses 4 and 5:** We may vary, or propose to vary, the Price payable by you if our costs of supply are impacted by matters beyond our control, or if you request variations.
- **Clause 6:** Where you default in payment under these Terms, you may be liable to pay interest on outstanding amounts until they are paid in full.
- **Clause 7:** Estimated delivery dates are estimates only, not contractual commitments, and we are not liable for failure to meet estimated delivery dates.
- **Clause 8:** These Terms are a security interest, and we may register our interest in the Goods on the PPSR pending receipt of payment in full from you.
- **Clause 9:** We may suspend or terminate a Sales Agreement or Order if you default under these Terms.
- **Clause 13:** Subject to non-excludable obligations and rights under the ACL, we limit our liability to the maximum extent allowed.
- **Clause 14:** We have a lien over the Goods.

1. DEFINITIONS

1.1 In these Terms, unless the context indicates otherwise:

“**ACL**” means the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) and its associated Regulations as amended;

“**Confidential Information**” means any information relating to the business of either party, including customers, know-how or trade secrets, whether of a technical or business nature;

“**consumer**” is as defined in the ACL;

“**Consumer Contract**” means a consumer contract as defined in the ACL;

“**Customer**”, “**you**” and “**your**” means the person/s or entity/ies to whom we provide Goods and Services;

“**Defect**” means a fault or flaw in the workmanship or materials provided by us, due to:

- (a) the Services not being carried out according to acceptable standard practices;
- (b) significant, adverse and unauthorised departure from your Order, and any specifications included your Order; and
- (c) the parts used to complete the repair or service being faulty or damaged, or there is a material adverse discrepancy of the Goods from what was specified in the Order;

“**Force Majeure Event**” means any event or circumstance beyond our reasonable control and includes, but is not limited to, any event or circumstance occasioned by, or in consequence of, any act of God, strikes, lockouts, other industrial disturbances, wars, terrorism, blockades, insurrections, riots, epidemics, pandemics or other infectious diseases, shortage of labour or civil disturbances, direction, or requirement of any court, government, or local authority;

“**Goods**” means any goods, motor vehicles, motor vehicle parts, products or deliverables supplied or provided by us to you and includes without limitation any related or associated services, parts, accessories or components;

“**GST**” means goods and services tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

“**Intellectual Property Rights**” includes copyright, and all rights conferred under statute, common law or equity in relation to inventions (including patents), trademarks, designs, domain names, rights in databases, confidential information, trade secrets, tooling design, know-how, specifications, manufacturing processes and all other proprietary rights;

“**Order**” means an order submitted by you to us for the purchase of Goods and/or Services, whether by email, via our website, in person, or by telephone;

“**PPSA**” means the *Personal Property Securities Act 2009* (Cth);

“**PPSR**” means the Australian Personal Property Securities Register;

“**Price**” means the total amount payable by you for the Goods and Services as determined in accordance with clause 5.1;

“**Quote**” means, if applicable, the quote attached to these Terms, signed by you;

“**Sales Agreement**” means an Agreement for Sale and Purchase of Goods and Services entered into between you and us;

“**Services**” means any services supplied or provided by us to you;

“**Small Business Contract**” means a small business contract as defined in the ACL;

“**Terms**” means these General Terms and Conditions of Trade;

“**Warranty**” means any express warranty statement offered by us in relation to the Goods and/or Services; and

“**we**”, “**us**”, “**our**” means Wade Group (Aust) Pty Ltd (ACN 163 767 404).

2. CONTRACT

2.1 These Terms apply and are incorporated into any agreement for the supply of Goods and Services by us to you. All other terms and conditions are expressly excluded unless otherwise agreed in writing. If there is any conflict between the terms of a Sales Agreement, Order, Quote and these Terms, the Sales Agreement will prevail, then the Quote, then these Terms and then the Order.

2.2 Our agents, employees, contractors and representatives have no authority to make any oral representations, statements, warranties, conditions or agreements that conflict with these Terms.

3. ORDERS AND QUOTES

3.1 By submitting an Order and/or executing a Sales Agreement, you are deemed to have read, understood, and accepted these Terms. We will treat any person holding themselves out as your agent, employee, contractor or representative as authorised by you to submit an Order or sign a Sales Agreement (as applicable).

3.2 A binding contract which is subject to these Terms is deemed to be formed between us and you when we notify you of acceptance of your Order by email, in person, on our website, or by telephone or otherwise when we act on your Order, or when we sign the Sales Agreement.

3.3 If you are more than one legal person or entity, then your liability is joint and several.

4. VARIATIONS

4.1 Subject to clauses 4.3 and 4.4, we may vary an Order or Sales Agreement if:

- (a) a Force Majeure Event occurs; or
- (b) you request a variation or additions to your Order.

4.2 Any variation to your Order will be discussed with you before we commence any work where costs or additional costs may be incurred.

4.3 If the Sales Agreement or Order is a Consumer Contract or a Small Business Contract, and there is a change in our costs of supply that is beyond our control, we may give you notice of our intention to vary the Price payable by you to account for such change and in response you may:

- (a) accept the variation in Price, and continue under the Sales Agreement or Order as amended; or
- (b) reject the variation in Price, in which case you may cancel the Sales Agreement or Order.

4.4 If the Sales Agreement or Order is a Consumer Contract or a Small Business Contract, and you request any variations to the Goods or Services to be supplied, we

may give you notice of our intention to vary the Price payable by you to account for such requested variations and in response you may:

- (a) accept the variation in Price, and continue under the Sales Agreement or Order as amended; or
- (b) reject the variation in Price, in which case your request for variations is deemed to have been withdrawn and the Sales Agreement or Order will proceed on its original basis.

5. PRICE

5.1 Unless otherwise agreed by us, the price of the Goods and Services will be specified in the Sales Agreement or on acceptance of your Order. Where no Price is specified, the Price will be the current price at which we sell or supply such Goods and Services at the time of the Order, plus all costs, expenses and disbursements incurred by us. The Price is exclusive of GST unless specifically stated otherwise. You will pay all applicable GST in addition to the Price. Subject to clauses 4.3 and 4.4, we reserve the right to alter the Price because of circumstances beyond our control (including fluctuations in international monetary exchange rates, shipping rates, shortages, duties and tariffs, and other events).

5.2 The method and cost of delivery (if and where applicable) will vary according to the delivery method chosen by you.

5.3 Unless we agree otherwise, you must pay all costs associated with delivery, including carriage and freight, and freight insurance, in addition to the Price.

5.4 If we provide you with a Quote for the Goods and/or Services, the Quote shall be valid for 30 calendar days from the date the Quote was provided to you in writing. However, subject to clauses 4.3 and 4.4, we reserve the right to alter the Quote if there is a material change of circumstances or if the quoted work differs from the actual work.

5.5 For the avoidance of doubt, Quotes are prepared by us in accordance with the information provided by you. We will not be liable, nor will we be bound by the Quote where:

- (a) such information is inaccurate or where information has been omitted; or
- (b) you have made a request to vary or add to your Order.

6. DEPOSIT AND PAYMENT

6.1 Subject to clause 6.2, full payment of the Price is due immediately after notification by us of completion of the Goods and/or Services or as otherwise specified on our invoice/s. The method of payment will be as directed by us.

6.2 If a deposit is payable, as determined by us, the deposit must be received by the due date specified. If a deposit is

required, we will not order or commence the build of Goods or commence the provision of Services or begin work on your behalf until such time as the deposit is received by us in cleared funds.

6.3 You must pay all amounts owing to us free of any restriction or condition and without set off, deduction, withholding or counterclaim of any kind. We may, in our discretion, allocate any payment received from you towards any invoice or other costs and expenses that we determine and may do so at the time of receipt or at any time afterwards.

6.4 The time for payment is of the essence.

6.5 For the avoidance of doubt, even if you have a claim under these Terms, you must first pay any amounts payable pursuant to clauses 6.1 and 6.2 before seeking to dispute it. If you have a dispute in relation to the accuracy of all or any portion of the invoices payable, you must give us notice of the disputed amount as soon as reasonably possible. The dispute shall be determined in accordance with clause 15. You may withhold payment of the disputed portion of an invoice that you believe, in good faith, is not payable. The undisputed amount must be paid in accordance with clause 6.3. If the disputed amount is found to be:

(a) payable, we may charge interest at the rate specified in clause 6.6 for the period between the due date and the date of the actual payment; and

(b) not payable, then we will issue a credit note for that amount to you.

6.6 Without prejudice to our other rights and remedies under these Terms or at law, if you fail to make payment of any amount due to us, we may refuse to supply the Goods and Services, and/or we may charge interest on the amount owing at the official [Cash](#) Rate Target from time to time published by the Reserve Bank of Australia plus 3% per annum. Interest is payable monthly, and calculated from the due date for payment until payment is received in full.

6.7 Where you have defaulted under these Terms, you must pay any reasonable expenses, disbursements and legal costs that we incur in enforcing any rights contained in these Terms, including our reasonable solicitors' fees or debt collection agency fees.

7. DELIVERY

7.1 We will deliver the Goods to, and/or perform the Services according to the Sales Agreement or Order. If you are not electing to collect the Goods personally from our nominated address, you must specify the exact location for delivery in the Order.

7.2 We will use our reasonable endeavours to supply the Goods and Services by any estimated delivery date

specified; however, such dates are estimates only, and are not contractual commitments. Subject to any non-excludable rights under the ACL, we will not be liable for any costs, losses, damages or claims relating to any failure or delay in supply, and you will not be able to terminate these Terms, the Sales Agreement or any Order due to any failure or delay in supply.

7.3 Unless we agree otherwise, risk in the Goods will pass from us to you when the Goods are delivered in accordance with the Sales Agreement or Order. Goods will be deemed to be delivered when they are given to a carrier, courier, or other bailee for purposes of transmission to you, or when the Goods are made available for your collection from our nominated address.

7.4 You indemnify us against, and must reimburse us on demand, any and all costs, damages, expenses or losses we suffer or incur in relation to the delivery of the Goods and Services.

8. RETENTION OF TITLE AND PPSA

8.1 We will retain ownership of, and title to, all Goods until you make payment in full.

8.2 You acknowledge that until full payment is made for the Goods, you retain possession of them solely as our bailee. You will hold the proceeds of sale of all or any part of the Goods that have not yet been paid for in trust for us.

8.3 You agree that we, our agents, and our employees may (on written notice) enter onto any premises you own or control for the purpose of inspecting and/or repossessing any Goods not paid for in full.

8.4 You hereby grant us a security interest over the Goods to secure your obligations to us under these Terms. You grant us a purchase money security interest in all present and future Goods supplied by us to you, and the proceeds of the Goods. If you use or make use of the Goods in such a way that they are mixed with other goods, used up in the process of making other goods or become an unidentifiable part of new and different goods, we will be given a security interest in such other, new and different goods to secure your obligations to us under these Terms. You acknowledge that these Terms constitute a security agreement for the purposes of the PPSA or any similar laws in any other jurisdiction, and you will provide us with any information we require to register a financing statement pursuant to the PPSA. Our security interest/s arising under these Terms attach to the Goods when the Goods are dispatched from our nominated premises and not at any later time. Our security interest/s arising under these Terms is a continuing interest irrespective of whether there are monies or obligations owing by you to us at any particular time. Both parties contract out of sections 96, 125, 129, 142 and 143 of the PPSA, and in accordance with section 144(c) of the PPSA, you waive

any rights under sections 95, 118., 121(4), 130, 132 and 135 of the PPSA, and any right to receive a copy of the verification statement pursuant to section 157 of the PPSA. For the purposes of section 275(6) of the PPSA, the parties agree and undertake that these Terms and any information pertaining to the sale of the Goods and details of the Goods shall be kept confidential at all times. Neither party may disclose any information pertaining to these Terms or the sale of the Goods, except as otherwise required by law or that is already in the public domain.

9. SUSPENSION AND TERMINATION

9.1 We may suspend or terminate a Sales Agreement, Order and/or any other agreement between us immediately if you:

- (a) do not make payment of any amounts due to us on or before the due date for payment, and fail to remedy such failure within the time given by us for you to so remedy (such timeframe for remedy to be at least 5 days); or
- (b) indicate that you will not pay any sums by the due date, or
- (c) fail to comply with your obligations under the Sales Agreement Order or these Terms, and fail to remedy such failure within the time given by us for you to so remedy (such timeframe for remedy to be at least 5 days), or
- (d) subject to any applicable statutory stay of proceedings, suffer an insolvency event.

9.2 You may suspend or terminate a Sales Agreement, Order and/or any other agreement between us immediately if we:

- (a) fail to comply with our obligations under the Sales Agreement Order or these Terms, and fail to remedy such failure within 21 days from you giving us notice of our alleged failure including a description of the remedy you seek; or
- (b) subject to any applicable statutory stay of proceedings, suffer an insolvency event.

10. YOUR OBLIGATIONS AND CONSENT

10.1 You agree that you will provide to us, in a timely manner and at your cost, any documents, information or other materials that we may reasonably require to perform our obligations, and you will ensure that the documents, information or materials are complete and accurate in all material respects.

11. CONFIDENTIALITY

11.1 Except in the proper course of performing its duties under these Terms, neither party may disclose the other party's Confidential Information to any person without

that other party's prior written approval. Each party shall ensure that its employees, contractors, officers and agents do not use the other party's Confidential Information for any purpose that is not related to these Terms without written permission from the other party. Nothing in this clause prohibits disclosure of information which:

- (a) is in the public domain otherwise than as a result of a breach of confidence; or
- (b) is required to be disclosed by law or any government or governmental body, authority or agency having authority over a party to these Terms.

12. INTELLECTUAL PROPERTY

12.1 Unless otherwise agreed in writing between the parties, we will own all Intellectual Property Rights in the Goods and Services and all new Intellectual Property Rights that are developed, commissioned or created under or in connection with a Sales Agreement, an Order, or these Terms as such rights arise. If you own those Intellectual Property rights, you hereby agree to assign them to us upon creation.

12.2 You must not claim any right, title or interest in the Intellectual Property Rights or any part of it, other than as expressly allowed by us in writing. You must not register or record (or attempt to do so) anywhere in the world any of the Intellectual Property Rights or any derivation, improvement or variation, or aid or abet anyone else to do so.

12.3 If any Goods are to be built, or any Service is to be undertaken based on your designs, you warrant that the undertaking of the Service by us and the Goods will not infringe any third party's Intellectual Property rights and you indemnify us against any loss, liability, costs and expenses in the event of any claim being made that the Goods or Service infringes any patent, copyright or other rights of any other person.

13. WARRANTY AND LIABILITY

13.1 Nothing in these Terms is to be interpreted as excluding, restricting or modifying, or having the effect of excluding, restricting or modifying, the application of any Federal or State legislation applicable to the sale of the Goods or supply of the Services that cannot be so excluded, restricted or modified.

13.2 Except as these Terms specifically state, or as contained in any Warranty provided in relation to the Goods or Services, no Sales Agreement or Order contains by implication any other condition, term or warranty in respect of the acceptability, assembly, condition, description, design, fitness for purpose, manufacture or

performance of the Goods or Services or any contractual remedy for their failure.

13.3 If you are a consumer, nothing in these Terms limits, modifies or restricts your rights or remedies against us for failure of a statutory guarantee under the ACL.

13.4 If you on-supply the Goods to a consumer and:

(a) the Goods are not of a kind ordinarily acquired for personal domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the limit of our liability to you;

(b) the Goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then payment of any amount required under section 274 of the ACL is the limit of our liability to you;

howsoever arising under or in connection with the assembly, manufacture, sale, installation, provision, use of, performance, storage or any other dealings with the Goods or Services by you or any third party.

13.5 If clauses 13.3 and 13.4 do not apply, the other than as stated in these Terms, our maximum aggregate liability to you whether in tort, contract, at law or otherwise, for any loss, damage or injury in relation to the Goods and Services, is limited to the Price actually paid by you in relation to the relevant Goods and Services.

13.6 Despite anything else contained in these Terms and to the maximum extent permitted by law:

(a) we will not be responsible or liable for any acts or omissions of any third parties;

(b) unless otherwise agreed in writing in a Sales Agreement or Order, you must bring any claim relating to the Goods and Services, or returns, within 14 calendar days of delivery or collection of the Goods or supply of the Services, which claim must be accompanied by a copy of our invoice. We may make a deduction to cover handling charges in the case of an accepted return made on a "change of mind" basis;

(c) for the purposes of this clause, you acknowledge that you have had a reasonable opportunity to review any Sales Agreement, Order and these Terms, to discuss them with us, and to receive advice from your legal advisor, if you wished to do so.

13.7 To the maximum extent permitted by law, we will not be liable for any indirect or consequential loss or damage whatsoever arising from the supply of Goods and/or Services by us to you, including loss of profits, whether suffered or incurred by you or another person or entity and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods and Services provided by us to you.

14. LIEN FOR WORK DONE

14.1 If any amount remains unpaid under clause 6.1 for the Services, we shall exercise a possessory lien over all unpaid Goods and Services until payment is received in full.

15. DISPUTE RESOLUTION

15.1 If any dispute arises between the parties arising out of or in connection with a Sales Agreement, Order or these Terms, or the Goods provided or Services performed, including any question about its existence, validity or termination, the party claiming a dispute must give notice in writing to the other party describing the nature of the dispute and the remedy sought. The parties must first seek to resolve such dispute by meeting and using good faith, reasonable endeavours to resolve the dispute.

15.2 If the dispute remains unresolved within 20 calendar days after notice has been given, the dispute must be referred to and finally resolved by mediation in accordance with the Arbitration Rules and Expedited Arbitration Rules of the Australian Centre for International Commercial Arbitration.

15.3 Nothing in this clause 15, will preclude or prevent either party from seeking interim injunctive relief before an appropriate court.

16. PRIVACY

16.1 We collect and process your personal information when you make seek a Quote, enter into a Sales Agreement, or place an Order. In order to provide or supply you with the Goods or Services (and improve on that), we may also collect certain information about the performance of the Services or the provision of the Goods.

16.2 Our access to and use of all such personal information is governed by our Privacy Policy. However, you acknowledge that information transmitted over the internet is inherently insecure.

16.3 By seeking a Quotation, signing a Sales Agreement or submitting an Order, or otherwise agreeing to these Terms, you also agree to the way we handle your personal information under our Privacy Policy. You can access our Privacy Policy on the Website at <https://wadegroupltd.com/privacy-policy/>. The Privacy Policy forms part of these Terms.

17. MISCELLANEOUS

17.1 These Terms constitute the sole understanding of the parties in relation to its subject matter. These Terms supersede all prior understandings, written or oral, which will be of no further force or effect. No alteration or

variation or waiver of these Terms is binding unless we authorise it in writing.

- 17.2 To the extent permitted by law, we may alter or change these Terms by notice to you. Such altered or changed Terms will apply to Sales Agreements entered into, or Orders placed, after the date of notice.
- 17.3 You must not assign, subcontract or transfer any part of your rights or obligations under these Terms (including undergoing an effective change in your management or control) without our prior written consent (which consent will not be unreasonably withheld). We may assign or novate any rights or obligations without your approval as well as subcontract any obligations to third parties.
- 17.4 A notice required to be given under these Terms may be given personally, posted or transmitted by email to the intended recipient at their last known address or email address. Notices given by hand are deemed received upon delivery. Notices given by post are deemed received 3 days after posting. Notices given by email are deemed received upon confirmation of successful transmission.
- 17.5 A waiver by either party of any provision of these Terms will not serve as a waiver by that party of any other provision.
- 17.6 A failure, delay or indulgence by any party in exercising any power or right will not operate as a waiver by that party of that power or right, unless in writing.
- 17.7 Neither party will be liable for any delay or failure in the performance of any of the obligations imposed by these Terms, to the extent that the failure is due to a Force Majeure Event. However, this clause does not apply to any obligation on you to pay money to us.
- 17.8 These Terms are to be construed and governed by the laws of the State of New South Wales and the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia, and courts entitled to hear appeals from those courts.
- 17.9 If any provision in these Terms is held to be invalid, void or illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.