

## **Terms & Conditions of Trade**

1. Goods will only be supplied by Tyree Cable Pty Limited (hereafter referred to as Tyree Cable) on the Terms and Conditions of Trade contained herein unless a variation is agreed to in writing by Tyree Cable. I/We understand that by making an Application for Credit or taking delivery of the goods that I/we agree that these Terms and Conditions apply to the exclusion of all others.
2. **PAYMENT**
  - a. Terms of payment are net 30 days from invoice date and I/we undertake to make payments in accordance with this. In the event that payment to Tyree Cable becomes overdue, Tyree Cable may suspend the supply of goods until the account is brought up to date and dispose of any goods which are subject to our Purchase Orders. Tyree Cable will not be liable for any loss or damage of any nature due to late or non-delivery of goods resulting from overdue accounts.
  - b. In addition to our lien over the Goods, we may send you a letter requiring immediate payment of any money you owe us. If you do not pay us within 7 days of the date of the letter, we may charge you: Interest at the rate of 15% per annum from the due date until the date of payment: For our costs and out of pocket expenses in recovering any money you owe us. These costs may include Debt collection agency fees and/or solicitors' fees. This does not affect any other rights we may have.
3. **PERSONAL PROPERTY SECURITIES Act 2009 (PPSA)**
  - 3.1 The PPSA applies to these Terms. For the purposes of the PPSA:
    - a) Terms that are defined in the PPSA have the same meaning as in the PPSA;
    - b) These terms are a security agreement and Seller has a Purchase Money Security Interest ("PMSI") in all present and future goods sold by Seller to Buyer and the proceeds of the goods;
    - c) Where the hire of goods constitutes a PPS lease, Seller is the holder of a PMSI;
    - d) The security interest is a continuing interest irrespective of whether there are monies or obligations owing by Buyer at any particular time; and
    - e) Buyer must do whatever is necessary in order to give security interest over the goods and there proceeds which is able to be registered by Seller on the PPS Register.
  - 3.2 Where permitted by the PPSA, Buyer waives any rights to receive the notifications, verifications, disclosures or other documentation referred to in the PPSA.
  - 3.3 Seller and Buyer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these terms.
  - 3.4 Where permitted by the PPSA, Buyer agrees that:
    - a) The provisions of Chapter 4 of the PPSA which are for the benefit of Buyer or which place obligations on Seller will apply only if mandatory: and
    - b) If Seller has rights in addition to those in Chapter 4 of the PPSA, those rights continue to apply.
  - 3.5 Buyer must immediately upon Seller's request do all things and execute all documents necessary to give effect to and preserve the priority of the security interest created under these Terms.
  - 3.6 Seller may allocate amounts received from Buyer in any manner Seller determines, including in any manner required to preserve any PMSI.
4. **QUOTATIONS & PRICES**
  - a) Written quotations by Tyree Cable are valid for 30 days and are subject to change until Tyree Cable accepts our purchase order based on the quotation.
  - b) Prices are subject to change without notice and goods will be invoiced by Tyree Cable at the price ruling on the date of dispatch unless the goods are subject to an accepted quotation or other contractual price agreement between Tyree Cable and ourselves.

**5. DELIVERY**

Delivery times stated by Tyree Cable are estimates only based on present circumstances. Tyree Cable will make all reasonable efforts to have the goods delivered on the agreed date but shall be under no liability whatsoever if delivery is not made on the stated date.

**6. FORCE MAJEURE**

Deliveries may be totally or partially suspended during any period in which Tyree Cable may be prevented from producing or delivering goods which is outside reasonable control, including strikes, raw material shortages, and breakdowns of plant and machinery. Tyree Cable shall not be under any liability in respect of such suspension and shall be under no obligation to deliver goods not delivered during the period of suspension.

**7. CLAIMS**

No claims for loss or damage in transit or for shortage in quantity will be accepted unless written notice is given to Tyree Cable within seven (7) days from the date of delivery. Goods will not be accepted for return unless prior arrangement has been made with Tyree Cable and a written request for credit accompanies the goods. All items will be subject to inspection by Tyree Cable before credit can be considered and accordingly we understand that acceptance of returned goods by Tyree Cable shall not constitute acceptance of credits.

**8. WARRANTY**

Tyree Cable's liability shall be limited to the replacement of the goods or a credit at invoice value for those goods accepted as defective by Tyree Cable. Except as otherwise provided by State or Federal Law, Tyree Cable gives no warranty in connection with the sale or use of its products and shall not be liable for any losses or damage suffered by us or by third persons including indirect and consequential damages resulting from the use or failure of the goods supplied.

**9. VARIATION**

Any change which affects the trading address, legal entity, structure of management or control of my/our business will be notified to Tyree Cable in writing within seven (7) days of the change becoming effective.

**10. Tyree Cable reserves the right to vary the Terms and Conditions of Trade at any time by giving 30 days prior notice to the customer.**