

1. General

1.1 These Terms and Conditions apply in respect of the sale of Equipment pursuant to a Quotation issued by ATF Direct that is accepted by the Customer.

2. Interpretation

2.1 In this Contract:

ATF Direct ("ATF Direct") is a division of ATF Services Pty Ltd ABN 54 060 402 048 of Unit F2-22 Powers Road Seven Hills 2147 Australia.

Contract means the contract between ATF Direct and the Customer for the supply of Equipment that is constituted by the Quote and the Terms and Conditions.

Equipment means the Fencing Equipment and associated parts supplied by ATF Direct to the Customer.

GST has the meaning given in the *New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intended Purpose means for the purpose of establishing visual demarcation zones but does not include the purpose of preventing physical access or ingress or the purpose of crowd or livestock control.

Purchase Price means the price of the Equipment in the Quotation or such other sum approved by ATF Direct in accordance with clause 4.1.

Personal Properties Securities Register has the meaning given to it by virtue of the *Personal Properties Securities Act 2009* (Cth).

Purchase Order means the written request for the purchase of Equipment that is provided by the Customer in response to a Quote.

Quote means the quote issued by ATF Direct which specifies the type and quantity of Equipment that ATF Direct offers to provide to the Customer together with the terms that it will be provided on.

Terms and Conditions means this document.

3. Sale of Equipment

3.1 ATF Direct may issue a Quote for the purchase of Equipment. Unless otherwise specified by ATF Direct, any Quote is valid for 7 days and may be withdrawn by ATF Direct at any time before it has been accepted.

3.2 A Contract is formed when a Purchase Order is provided to ATF Direct which references the Quote number.

4. Terms of Contract

4.1 The Contract constitutes the entire agreement between the parties.

4.2 Conditions and terms proposed by either party that purport to add to, vary or modify either the conditions and terms of a Quote or these Terms and Conditions do not form part of

the Contract unless those conditions and terms are accepted in writing by a director or senior executive officer of ATF Direct.

5. Payment

5.1 ATF Direct will issue an invoice to the Customer for the Purchase Price of the Equipment.

5.2 The Customer must pay the Purchase Price in the manner and in accordance with the payment terms specified on the invoice. If no time for payment is specified the Customer must pay the invoice within 20 days of the last day of the month on which the invoice was provided.

5.3 ATF Direct may require the Customer to pay some or all of the Purchase Price prior to the collection or delivery of the Equipment.

5.4 The Customer is liable to pay for each item listed in an invoice on an individual basis. If a dispute is raised in respect of 1 or more items within an invoice the Customer remains liable to pay for the undisputed items within an invoice.

5.5 ATF Direct may apply a reasonable surcharge for payment made by credit card.

5.6 A service charge of 1.0% per month, or part thereof, applies to all amounts that are due from the due date for payment until payment is made. The Customer is also liable for all costs on a solicitor own client basis incurred in recovering any amount owed by the Customer.

6. Supply of Equipment

6.1 The times for delivery will depend upon the availability of Equipment that is the subject of a Purchase Order. ATF Direct will upon receipt of a Purchase Order notify the Customer of the approximate time at which the Equipment will be delivered or made available for collection.

6.2 The Customer may collect the Equipment itself or request ATF Direct to deliver the Equipment to a nominated location. If the Customer requests ATF Direct to deliver the Equipment, ATF Direct may charge a reasonable delivery fee.

6.3 Upon the Customer receiving the Equipment from ATF Direct:

- (a) ATF Direct will provide the Customer with a delivery docket or invoice quoting the Purchase Order number, and the quantity and description of the Equipment supplied; and
- (b) the Customer must inspect the Equipment and satisfy itself that the Equipment is free from defects and has been supplied in the quantity ordered.

6.4 Pursuant to clause 6.3(b), if the Customer believes that any part of the Equipment is defective or the Equipment has not been supplied in its entirety, the Customer must within 7 days of receiving the Equipment

notify ATF Direct and ATF Direct will replace any defective Equipment or provide any missing Equipment.

6.5 Equipment may only be returned to ATF Direct if the return is made to ATF Direct at the Customers cost within 21 days of receipt of the Equipment by the Customer and the Equipment is undamaged and the packaging is intact and the Equipment is otherwise capable of being resold.

6.6 In the event that Equipment is returned, ATF Direct may in its absolute discretion charge the Customer a restocking fee of up to 20% of the amount invoiced for the returned Equipment.

7. Use of the Equipment

7.1 The Customer is responsible for the care, safekeeping and proper use of the Equipment. The Customer must only use the Equipment for its Intended Purpose and must operate the equipment safely, in accordance with the law and any regulatory requirements, and in accordance with any instructions provided.

7.2 The Customer must ensure all persons handling or operating the Equipment are suitably trained and qualified to do so taking into account the purpose for which the Equipment is used.

8. Risk

8.1 The Equipment is designed to perform in accordance with the Equipment specifications produced by the manufacturer.

8.2 The Customer must undertake a risk assessment prior to using the Equipment to determine if the Equipment can be safely used for the proposed use.

8.3 ATF Direct makes no representations as to the fitness of the Equipment for a particular purpose or the circumstances in which the Equipment can be used.

8.4 Risk in the Equipment passes to the Customer upon receipt of the Equipment and from that time the Customer assumes all risk of loss or damage to the Equipment.

9. Title

9.1 Title to Equipment supplied by ATF Direct will remain with ATF Direct and no legal or equitable interest or property in the Equipment will pass to the Customer until the Customer has paid the full invoice price for all Equipment supplied by ATF Direct under all invoices.

9.2 The Customer grants ATF Direct a security interest in all Equipment to which ATF Direct retains title under these condition that may be registered on the Personal Property Securities Register.

10. Warranty and Returns

10.1 The Equipment comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or

refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Equipment repaired or replaced if the Equipment fails to be of acceptable quality and the failure does not amount to a major failure.

10.2 The guarantees and warranties are limited to the warranty provided by the manufacturer in their general terms and conditions. In order for the Customer to have the benefit of the warranties and guarantees the Customer must notify ATF Direct of any defect together with a description of the error within 7 days of the Customer becoming aware of the defect and the Customer must return the Equipment that is defective to ATF Direct within 14 days of becoming aware of any defect.

10.3 The Customer must otherwise do all things necessary to allow ATF Direct to comply with the manufacturer requirements relating to its warranty.

10.4 If the manufacturer has no obligation to ATF Direct to replace or repair Equipment, ATF Direct has no liability to the Customer to replace or repair Equipment. If the manufacturer determines that the Equipment is not defective then a service fee of AUD 100 may be charged to the Customer together with transportation costs.

10.5 The warranties and guarantees are only provided in respect of the supply of the Equipment. ATF Direct does not provide services in respect of the installation or operation of the Equipment.

11. Liability

11.1 The Customer is liable for all costs, expenses, damages or loss (including consequential loss) arising directly or indirectly out of the Customer's use of the Equipment or which is caused by an act or omission of the Customer or any servant, agent or contractor of the Customer.

11.2 The maximum liability that ATF Direct has in respect of any claim made by the Customer is limited to the Purchase Price paid by the Customer for the Equipment that is the subject of the claim and ATF Direct shall in no event be liable for any economic, consequential or indirect losses or damages.

12. Indemnity

12.1 The Customer indemnifies ATF Direct, its officers, employees and agents against all claims made against ATF Direct arising out of the use of the Equipment, together with any loss, damage, injury or expense ATF Direct may sustain or incur by reason of the use of the Equipment.

12.2 The indemnity in clause 12.1 extends to claims made by authorities (including fines and penalties) and claims made by third parties.

13. Termination by ATF Direct

13.1 ATF Direct may terminate this Contract by written notice to the Customer with immediate effect anytime before the Customer has received the Equipment.

13.2 ATF Direct may terminate this Contract with immediate effect if the Customer:

- (a) is in breach of a material term of this Contract;
- (b) fails to pay for the Equipment in accordance with this Contract; or
- (c) the Customer becomes insolvent, commits an act of bankruptcy or, being a company, a liquidator, receiver administrator or official manager is appointed in respect of the Customer.

13.3 ATF Direct will be entitled to payment for all Equipment delivered up to the date of termination or to recover from the Customer any Equipment that remains unpaid. Termination is without prejudice to the rights of ATF Direct accruing up to the date of termination.

14. Waiver

14.1 A party's failure or delay to exercise a power or right does not operate as a waiver of the power or right. A waiver is not effective unless it is in writing.

15. Variation

15.1 This Contract may only be varied by written agreement between ATF Direct and the Customer. The parties shall act reasonably in deciding whether to agree to a variation, as requested by the other party.

16. Relationship between the Parties

16.1 This Contract does not create a relationship of employment, agency or partnership between ATF Direct and the Customer.

17. GST

17.1 Unless otherwise specified, the Purchase Price and any other amounts provided by ATF Direct are exclusive of GST.

18. Privacy

18.1 ATF Direct will comply with the Australian Privacy Principles in all dealings with Customers. A copy of ATF Direct Privacy Policy is available upon request or at www.atfservices.com.au.

19. Governing Law

19.1 This Contract is governed by the laws of New South Wales and the parties submit to the exclusive jurisdiction of the courts of NSW.

20. Changes to Terms and Conditions

20.1 ATF Direct may amend these Terms and Conditions at any time by publishing the amended Terms and Conditions at www.atfservices.com.au. Any such amendments will only apply to Contracts entered after the amendment occurred.

21. Acknowledgment:

I / we acknowledge that I have read and agree to the above ATF Direct, Terms & Conditions

Company / Account Name:

Acknowledged by (Name & Title)

Signature

Date