Rota Moulding WA Pty Ltd
ACN 100 922 736
("Company", "we", "us", "our")

STANDARD TERMS OF SALE ("Terms")

Effective 1 July 2026 These Terms apply whenever we supply Goods to a Customer ("**you**", "**your**").

1. Definitions

In these Terms:

"**Consequential Loss**" means any loss which is indirect or consequential, including loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, loss of data, loss of interest, damage to credit rating, or loss or denial of opportunity;

"**Consumer**" has the meaning given to it under the Australian Consumer Law, contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

"**Contract**" means the contract for the purchase of Goods comprising these Terms, each Purchase Order, the Special Conditions and any Credit Application;

"**Credit Application**" means a credit application submitted by you, in a form approved by us, that we accept;

"**Customer**" means any person or entity that purchases Goods under this Contract;

"**Defect**" or "**Defective**" means a defect or flaw in the Goods which prevents the Goods from being used for the purposes intended for such Goods, but does not include:

(a) anything which we have disclosed as a feature or limitation of the Goods before the date of purchase;
(b) any defect or flaw that is trivial or insubstantial; or
(c) any damage caused by the Customer after the Goods were delivered that are not related to their state or condition at the time of supply;

"**Force Majeure**" means an act of God, flood, fire, war; revolution or any other unlawful act against public order or authority; an industrial dispute including strike or other labour disturbances; a governmental restraint; a shortage or unavailability of raw materials, production capacity or transportation; and any other event not within our reasonable control;

"**Goods**" means all products and services we agree to supply to you from time to time under this Contract including any Special-Order Goods;

"**GST**" means any goods and services tax and any replacement similar tax;

"**Insolvency Event**" means the happening of any of these events:

(a) a party suspends payment of its debts generally, is or becomes unable to pay its debts within the meaning of the *Corporations Act 2001* (Cth);
(b) a party enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
(c) a receiver, receiver and manager, liquidator, provisional liquidator, administrator, trustee or similar official is appointed over any of the assets or undertakings of a party, an application or order is made for the winding up or dissolution of a party, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of a party, except for the purpose of an amalgamation or reconstruction which has the other party's prior consent;
(d) a party commits an act of bankruptcy; or
(e) a party ceases, or threatens to cease, to carry on a business;

"Non-Excludable Rights" means any applicable law that cannot be excluded, restricted or modified by agreement of the parties

"**Purchase Order**" means any order for Goods placed by you with us, in whatever form, and accepted by us;

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

“Special Conditions" means the special conditions, if any, set out in writing and agreed to by you and us;
"**Special Order Goods**" means any non-stocked Goods that we must order in, or any Goods that we must have custom-made, to fulfil your Purchase Order; and
“**Territory**” means Australia.
“Business Day” means a day that is not a Saturday, Sunday or public holiday in Western Australia;

2. Contract

2.1 Unless we otherwise agree in writing, this Contract is the only contract which applies to the Goods and services we supply.

2.2 If there is any inconsistency between the documents forming this Contract, the inconsistency will be resolved by applying the following order of precedence: (a) the Special Conditions; (b) these Terms; (c) the Credit Application; and (d) the Purchase Orders.

2.3 We may alter these Terms from time to time by publishing an updated version of the Terms on our website which can be accessed using the following link www.rotamoulding.com.au/terms. The updated Terms will apply to orders placed after the date of publication. It is your responsibility to check the current Terms that apply on our website before placing an order. For the avoidance of doubt, this clause does not apply where our supply of Goods or services to you is already governed by an existing written contract between you and us. Where such written contract incorporates these Terms, the version of these Terms that was applicable on our website as at the date of that contract will continue to apply to such contract.

3. Purchase Orders

3.1 We have the sole discretion to accept or reject an order, or any variation, modification or cancellation to an order that you request. Any order not rejected by us becomes a “**Purchase Order**” under this Contract.

3.2 If we accept your request to cancel a Purchase Order, you must reimburse us for our reasonable direct costs arising from the cancellation (including for any Goods ordered by us from our suppliers relating to that Purchase Order which cannot be returned).

3.3 We may cancel a Purchase Order at any time by giving you written notice. If we cancel a Purchase Order, we will reimburse you for your reasonable direct costs arising from the cancellation (as substantiated by you in writing).

3.4 Where you provide information to us that we are required to supply the Goods to you (such as measurements and quantities), you warrant that such information is accurate and that our use of that information, including incorporation into the Goods, will not infringe the intellectual property rights of any third party. Subject to any Non-Excludable Rights, we accept no responsibility for any loss, damage or claim resulting from your failure to comply with this clause 3.4, except to the extent caused by our breach of this Contract or negligent or willful act or omission.

3.5 Where we agree to produce a sample or prototype of the Goods **(“Sample”),** we will notify you in writing when the Sample is ready for your review. You must inspect the Sample and provide us with written approval or rejection (with reasons) within 14 days of that notification. If you approve Sample in writing, that Sample becomes the contractual standard for the relevant Goods and you waive any right to reject Goods on conformance grounds that are satisfied by the approved Sample. If you do not provide a written response within 14 days, you will be deemed to have approved the Sample.

4. Warranties

4.1 We warrant that:

(a) our representatives will exercise due skill and care in performing our obligations under this Contract; and

(b) subject to your compliance with clause 3.4, the Goods will conform with this Contract and will comply with all applicable standards within the Territory.

4.2 You acknowledge that, other than as set out in clause 4.1 or in relation to any Non-Excludable Rights that you may have:

(a) variations may occur in the colour and texture of materials used in the manufacture of the Goods and we give no warranty or guarantee that the Goods will correspond in appearance with any sample, display or goods previously sold to you;

(b) neither of us, nor any person purporting to act on our behalf, has made any representation which is not expressly set out in writing, regarding the quality, condition, colour, merchantability, or fitness of the Goods for any particular purpose; and

(c) you alone are responsible for determining whether the Goods are for the purpose for which you intend to use them.

4.3 You must advise us in writing of the intended use of the Goods before placing a Purchase Order, including any Australian Standards, regulatory requirements or safety standards applicable to that use (for example, AS/NZS 4020 for potable water contact, dangerous goods storage regulations, or Australian Standards for playground equipment or marine applications). We will only be responsible for ensuring the Goods are suitable for the stated intended use if that use has been expressly confirmed by us in writing. If the Goods are intended for any safety-critical application, you acknowledge that: (a) you are responsible for verifying that the materials and specifications we propose are appropriate for that use; (b) you will comply with all applicable laws, regulations and standards governing the installation, maintenance and use of the Goods; and (c) we give no warranty of compliance with any specific regulatory requirement unless expressly confirmed in writing.

5. Price

5.1 All prices quoted are in Australian dollars and except as otherwise expressly stated, are exclusive of insurance, delivery charges, credit card surcharges, GST and any other sales, value added or similar tax.

5.2 The price of the Goods will be the price quoted by us in a quotation, or in the absence of a quotation, the price according to our price list at the date that we accept your order.

5.3 We will be bound by any quotation that we issue you for the period set out in the quotation or, if no period is stated, for 30 days from the date of the quotation. We may revise or revoke a quotation during this period if:

(a) You request an update to the Goods or the delivery address;

(b) The quotation relates to Goods subject to a base metal fluctuating price (e.g. aluminum, steel or copper), in which case the quotation will be revised to account for the price of the base metal at the time an order is placed;

(c) The price of Goods, or freight and delivery costs in relation to those Goods, increases during the period; or

(d) Both parties agree on a new quotation price to apply to the Goods.

5.4 We may update our price list from time to time. Any change to our price list will take effect 30 days after we publish the updated price list on our website. Price list changes will not apply to Purchase Orders that we have already accepted before the effective date of the change.

5.5 If, in relation to any **Special-Order Goods**, there is a change in the costs:

(a) payable by us to manufacture the Special-Order Goods; or

(b) payable by us to supply the Special-Order Goods to you, including any increase in prices charged by a third-party manufacturer,

that arises between the date we accept your order and the proposed date of collection or delivery; we may increase the price payable under the Purchase Order to reflect such additional direct costs and will notify you of such price increase as soon as reasonably practicable.

5.6 If, upon receipt of a price increase notice under clause 5.4, you do not wish to proceed with the Purchase Order, you may cancel the Purchase Order, provided that you pay us the value of any reasonable direct costs we have incurred up to the date of cancellation to fulfil your Purchase Order for Special Order Goods which we cannot reasonably mitigate (e.g. by re-directing stock to another order). You acknowledge and agree that this clause 5.5 is required due to the nature of Special-Order Goods, which will in most cases be specifically manufactured for your requirements and will therefore not be able to be re-directed to another order.

6. Payment

6.1 You must pay the price for the Goods by the due date using the method stated on our invoice, monthly statement or in the Credit Application. If no time is stated in these documents, then you must pay the price when you collect, or we deliver, the Goods. We may refuse to supply Goods to you in future if you do not pay us all amounts that you owe us on or before the date that such amounts are due. We may require you to pay a deposit for any Special-Order Goods, which must be paid when we accept your order.

6.2 Without limiting any of our other rights or remedies, if you fail to pay any amounts by the due date for payment, then you must pay us interest on the unpaid amount at 2% per annum above the Reserve Bank of Australia cash rate target as published from time to time, and such interest will accrue from the date payment was due to the date payment is made, will be calculated daily and capitalised monthly, and must be paid by you on demand.

6.3 Without limiting any rights or remedies we may have, if you:

(a) default on any payment, and fail to remedy such default within 7 days after we give you written notice of the default;

(b) breach any material term of this Contract (other than a payment term), which can be remedied, but is not remedied within 7 days after we give you written notice of the breach;

(c) breach any material term of this Contract which is incapable of remedy; or

(d) suffer and Insolvency Event, then;

(e) we may, at our option, suspend or cancel any Purchase Order or terminate any orders pending without notice to you and without prejudice to any other action or remedy which we may otherwise have under this Contract;

(f) all amounts you owe to us, whether due at that time or not, will become immediately due and payable.

6.4 If we take steps to recover any amount you owe to us due to your payment failure, you will be responsible for all reasonable loss that we incur in recovering the amount owing.

7. Delivery

7.1 Unless otherwise specified in a Purchase Order, you must collect the Goods from the address set out in the Purchase Order within 14 days after we notify you that the Goods are ready for collection ("**Collection Notice"**).

7.2 We will take all reasonable steps to have the Goods ready for collection or delivery on the date agreed between you and us as the delivery date, or in the absence of any date, within a reasonable time. However, time is not of the essence under this Contract and, subject to any Non-Excludable Rights, we are not liable for any failure to have the Goods ready for collection or delivered promptly or at all, other than to refund the price paid by you for the Goods that are not delivered at all.

7.3 Delivery of the Goods to your third-party nominee is deemed to be delivery to you for the purposes of these Terms.

7.4 If you do not collect or accept delivery of the Goods within 14 days after the date of the Collection Notice and provided that we have made reasonable attempts to contact you to arrange for collection or delivery, you must reimburse us for all reasonable direct costs we incur in storing the Goods, which you must pay before collecting or taking delivery of the Goods.

7.5 If you have not collected or accepted delivery of the Goods within 3 months after the date of the Collection Notice ("**Collection Period"**), we may sell or dispose of the Goods in any manner we deem appropriate, provided that we have first made reasonable attempts to contact you using your nominated contact details during the Collection Period, and have not otherwise caused you to be unable to collect or accept delivery of the Goods. If we sell or dispose of the Goods under this clause and the net proceeds of sale exceed the amounts you owe us (including our reasonable storage and disposal costs), we will hold the surplus for you for a period of 3 months, after which any unclaimed surplus will be forfeited to us.

8. Shortages, damaged Goods and Defects

8.1 You must, as soon as possible after delivery, check the quantity of the Goods delivered against the quantity due to be delivered. Subject to any Non-Excludable Rights, we are not responsible for making good any shortage unless you give us notice of the shortage within 7 Business Days after delivery. For Customers who are Consumers, this period does not limit or exclude any right to make a claim under the Australian Consumer Law.

8.2 You must, as soon as possible after delivery, check whether the Goods are Defective when delivered. You must advise us of any Defects within 7 Business Days after delivery. For Consumers, this period is a guideline for prompt notification only and does not limit your statutory rights under the Australian Consumer Law. If you give us notice under this clause, you must:

(a) preserve the Goods in the state in which they were delivered for a period of no less than 14 days after giving notice; and

(b) during that period, allow us to access your premises to inspect the Goods; or

(c) at our request, return the Goods, within 7 Business Days after the delivery date, in the same condition in which they were delivered and with all packaging material in as new condition as is reasonably possible in the circumstances. Where we make such request, we will be responsible for the costs of return, unless we reasonably determine that the returned Goods are not Defective, in which case you must reimburse us for the return costs.

8.3 The process set out in clause 8.2 does not apply to Defects that are not obvious or are not able to be detected by a visual inspection of the Goods.

8.4 For Defects that are not obvious or cannot be detected by visual inspection of the Goods (Latent Defects), you must notify us in writing as soon as reasonably practicable after discovering the Latent Defect, and in any event within 12 months of the date of delivery. We will not be liable for any Latent Defect notification after this period, subject to any Non-Excludable Rights.

8.5 Subject to these Terms and any Non-Excludable Rights, we will not be liable to you for any Defective Goods unless you notify us with full details and a description within the relevant period under clause 8.2 or 8.3, otherwise you are deemed to have accepted the Goods.

9. Remedies for Defective Goods

9.1 If we determine acting reasonably that the Goods are Defective Goods, subject to these Terms and any Non-Excludable Rights, we may, at our option, replace the Goods or refund the price of the Goods.

9.2 Subject to any Non-Excludable Rights, we will not offer a return for any Goods which are:

(a) only considered Defective Goods due to the Goods being damaged during the period after delivery in which you had risk in the Goods;

(b) have been specifically produced, imported or acquired to fulfil this Contract; or

(c) are no longer stocked by us.

9.3 If you are a Consumer, the following text applies to you:
Our Goods come 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 Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

10. Returns

10.1 Subject to any Non-Excludable Rights, all returns for Defective Goods will be dealt with in accordance with clauses 8 and 9, and no refund or exchange will be provided for any change of mind or an error in ordering the Goods, except where we consent to a cancellation under clause 3.

11. Title and risk

11.1 Where we deliver the Goods to your delivery location, risk in the Goods passes to you upon delivery to the delivery location. In all other circumstances, risk in the Goods passes to you on collection of the Goods at our premises.

11.2 Title in and to the Goods passes to you on full payment in cleared funds for all Goods. Until we receive full payment of cleared funds for Goods supplied by us to you, as well as all other amounts owing to us by you for the Goods under any other contract:

(a) you hold the Goods as bailee for Rota Moulding, and you must not sell the Goods except in the ordinary course of your business for market value;

(b) any proceeds received in relation to the sale of the Goods must be held in trust by you for us until the Goods have been paid for in full; and

(c) in addition to any rights we may have under Chapter 4 of the PPSA, if you commit a breach or default under clause 6.3, we may demand the return of the Goods and shall be entitled without notice to you and without liability to you, to enter any premises where we suspect the Goods may be located in order to search for and remove the Goods without committing a trespass, even though they may be attached or annexed to other goods or land that is not our property, and for this purpose you irrevocably license us to enter such premises, undertake that you will procure any necessary authority to enter from any relevant person and also indemnify us from and against any loss that we suffer or incur as a result of exercising our rights under this clause, except to the extent that such loss is caused by our negligence or breach of this Contract.

11.3 Subject to clause 11.4:

(a) as security for the performance of your obligations under this Contract, you agree to:

(i) grant us a purchase money security interest (PMSI) over the Goods supplied by us to you under this Contract, within the meaning of section 14 of the PPSA; and

(ii) to do anything else reasonably required by us to enable us to register our security interests, with the priority that we require and to maintain any registrations;

(iii) that in the event you fail to deliver any documents reasonably requested by us, you hereby appoint us to be your lawful attorney for the purpose of executing and registering such documents;

(iv) to waive any right to receive notices from us unless the notice is required by the PPSA and that requirement cannot be excluded; and

(v) not to, without prior written notice to us, change your corporate or trading name or amend any registration documentation, or act in any manner, which would adversely impact our registered security interests.

11.4 Clause 11.3 does not apply to Goods which the Customer has paid for upfront and in full.

12. GST

Despite any other clause in this Contract, to the extent that any supply made under or in connection with this Contract is a taxable supply (as defined by the A New Tax System (**Goods and Services Tax**) Act 1999 (Cth)), you must pay to us, in addition to the consideration provided for under this Contract or that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. You must pay the additional amount to us at the same time as the consideration to which it is referable. You are responsible for paying any other duties, taxes or charges, including any stamp duty (if applicable), in relation to the Goods.

13. Limitation of liability

13.1 Subject to any Non-Excludable Rights:

(a) each party excludes all liability to the other for any Consequential Loss;

(b) all conditions, implied terms and warranties, whether statutory or otherwise, are excluded in

relation to the Goods; and

(c) Our liability for any loss, including for breaches of Non-Excludable Rights, is limited to:
  (i) in the case of Goods:
    (A) the replacement of the Goods or the supply of equivalent goods;
    (B) the payment of the cost of replacing the Goods or of acquiring equivalent goods; and
  (ii) in the case of services:
    (A) the supplying of the services again; or
    (B) the payment of the cost of having the services supplied again; and

(d) each party's liability for any loss arising under this Contract is limited to the total value of the Goods and where applicable, services, supplied under this Contract. For the avoidance of doubt, "supplied under this Contract" in this clause means the Goods and services supplied under the specific Purchase Order to which the relevant claim relates, not the aggregate of all Goods and services supplied to you over the term of this Contract.

14. Force majeure

14.1 Neither party is liable for any failure or delay in performing any of its obligations under this Contract because of a Force Majeure. If this occurs, either party may suspend performance of its obligations under this Contract while the Force Majeure continues or may, after 30 days of a continuing Force Majeure, without liability, terminate any affected Purchase Order or this Contract immediately by giving the other written notice.

14.2 A party claiming Force Majeure must: (a) notify the other party in writing as soon as practicable after the Force Majeure event occurs, specifying the nature and expected duration of the event; and (b) use reasonable endeavours to mitigate the effects of the Force Majeure event and to resume performance of its affected obligations as soon as reasonably practicable.

15. Privacy

15.1 Each party warrants that it will comply with all applicable privacy laws within the Territory.

15.2 You consent to us obtaining from a credit-reporting agency or credit reference agency a credit report containing personal credit information about you in relation to this Contract.

15.3 You agree that we may exchange information about you with any credit provider or credit agency for the following purposes:
  (a) to assess a Credit Application;
  (b) to notify other credit providers of your default;
  (c) to exchange information with other credit providers as to the status of your credit facility, where you are in default with other credit providers; and
  (d) to assess your creditworthiness.

16. General

16.1 If any provision of this Contract or its application to any person or circumstance is or becomes invalid, illegal or unenforceable the provision shall, so far as possible, be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down the provision or part of it shall be deemed to be void and severable and the remaining provisions of this Contract shall not in any way be affected or impaired.

16.2 Where there is more than one Customer, or where the Customer comprises more than one person, the Contract binds each Customer, or each person comprising the Customer, jointly and severally.

16.3 A reference to legislation includes any amendment to that legislation, any consolidation or replacement of it, and any subordinate legislation made under it.

16.4 In these Terms, the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions do not limit what else is included and must be construed as if they are followed by the words 'without limitation' unless there is express wording to the contrary.

16.5 Neither party may advertise or publish that it has a contract with the other or refer to the other party in any advertising and/or merchandising material without first obtaining the prior written consent of that party. Notwithstanding the above, we may refer to you as a customer of ours and use your name and logo in our own marketing and promotional materials (including on

our website and in tender responses) without your prior written consent.

16.6 A waiver of any right arising under this Contract must be in writing and signed by the party granting the waiver. Any variation of this Contract must be in writing and signed by the parties.

16.7 Neither party may assign its rights under this Contract without the other party's prior written consent. Notwithstanding the above, we may assign our rights and obligations under this Contract to a related body corporate (as defined in the Corporations Act 2001 (Cth)) without your prior written consent, if we notify you in writing within 14 days of such assignment taking effect.

16.8 All amounts payable by you under this Contract must be made without deduction or equitable or other set-off any disputed amount, unless we have separately agreed in writing to permit a specific set-off.

16.9 This Contract is governed by the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

17. Tooling and Intellectual Property

17.1 Unless otherwise agreed in writing, all mould, tools, dies, jigs and fixtures created by us to fulfil a Purchase Order ("Tooling") remain our property at all times, regardless of whether the cost of the Tooling is charged separately to you. We may use Tooling to supply Goods to other customers unless we have agreed in writing to dedicate the Tooling exclusively to you.

17.2 All intellectual property rights in designs, drawings, specifications, processes and know-how developed by us in connection with the manufacture or supply of the Goods vest in and remain our property. Where you provide us with designs, drawings or specifications, you warrant that you own or are licensed to use them and that our use of them will not infringe any third party's intellectual property rights. You indemnify us against any claim arising from our use of designs, drawings or specifications that you provide.

17.3 If you cease to place orders with us or this Contract is terminated, we are not obliged to transfer, surrender or destroy any Tooling unless we have separately agreed to do so in writing and any outstanding amounts owing to us have been paid in full.

18. Subcontracting

18.1 We may subcontract the performance of all or any part of our obligations under this Contract without your prior consent. We remain responsible to you for the performance of any obligations we subcontract.

19. Notices

19.1 Any notice required or permitted under this Contract must be in writing and delivered to the recipient by: (a) hand delivery; (b) prepaid post; or (c) email to the address or email address notified by the recipient for this purpose. A notice sent by post is deemed received two business days after posting. A notice sent by email is deemed received at the time the sender's email system records the email as successfully delivered, unless the sender receives a failure notification. Notices to us must be addressed to the contact details set out in the Purchase Order confirmation or such other details as we notify you in writing from time to time.

20. Consumer Rights

20.1 Some of our Goods may be acquired for personal, domestic or household use — including water tanks for residential use, marine and caravan tanks and accessories. If you are a Consumer, you have rights and guarantees under the Australian Consumer Law that cannot be excluded, restricted or modified by these Terms. To the extent of any inconsistency between these Terms and your rights as a Consumer, your Consumer rights prevail.

20.2 If you are a Consumer and wish to make a warranty or guarantee claim, please contact us as soon as practicable after discovering the issue. We will work with you to resolve claims under the Australian Consumer Law in a fair and timely manner regardless of any notification periods in these Terms.

21. Confidentiality

21.1 We will keep confidential all designs, drawings, specifications and technical information you provide in connection with this Contract ("Customer Confidential Information") and will not disclose it to any

third party without your prior written consent, except: (a) to the extent necessary to fulfil our obligations under this Contract, provided we ensure any subcontractor or supplier receiving such information is bound by equivalent confidentiality obligations; or (b) as required by law or court order. This obligation does not apply to information that: (i) is or becomes publicly available through no act or omission of ours; (ii) we independently develop without reference to your Customer Confidential Information; or (iii) we have already held at the time you disclosed it to us.

21.2 This confidentiality obligation survives termination or expiry of this Contract for a period of 5 years.

22. Dispute Resolution

22.1 If a dispute arises in connection with this Contract, a party must not commence court or arbitration proceedings (other than proceedings for urgent injunctive or interlocutory relief) unless it has first: (a) given the other party written notice specifying the nature of the dispute; and (b) used reasonable endeavours for a period of 20 business days after the notice is given (or such longer period as the parties agree in writing) to resolve the dispute through good faith negotiation. If the dispute is not resolved within that period, either party may refer it to mediation administered by the Australian Disputes Centre or a mediator agreed between the parties.