

Standard Terms and Conditions of Sale

1. Definitions

In these standard terms and conditions of sale:

'Account customers' means customers of National Glass who have applied for a credit account which National Glass has accepted. 'Agreement' or "contract" means National Glass agreement with you to supply goods and/or services either pursuant to National Glass Commercial Credit Application Agreement including the Guarantee and Indemnity contained therein or otherwise;

'National Glass' means National Glass Pty Ltd ABN 34 010 908 102 their successors and assigns and any and all of their subsidiaries as defined in Section 9 of the Corporations Act;

'Business Day' means any day on which banks in the capital city of the State which governs the law of this Agreement are open;

"Collateral" has the same meaning as per section 10 PPS Act;

'Corporations Act' means the Corporations Act 2001;

'Customer, you, them' means the person(s), company or business entity, their successors and assigns who is a customer of National Glass for the supply of goods and/or services and includes any Guarantors of the Customer;

'Delivery' means the loading of goods upon a transport vehicle for the purpose of delivery to the customer;

'Goods' means goods for sale, including property and/or services offered by National Glass to Customers;

'GST' means the Goods and Services Tax levied on any supply made under this Agreement under the A New Tax System (Goods and Services Tax) Act 1999 or any similar tax resulting in an increase in the tax payable on the supply of goods by National Glass to the Customer;

'Guarantor(s)' means the person(s), company or business entity, their successors and assigns named in the Guarantee and Indemnity;

"PMSI" means Purchase Money Security Interest;

2.3 "PPS Act" means Personal Property Securities Act 2009 (Cth);

""PPSR" means Personal Property Security Register;

"Property" has the same meaning as per section 10 of the PPS Act;

"Security Interest" has the same meaning as per section 12 of the PPS Act; and

Words importing the singular shall include the plural and vice versa. Words importing any gender shall include every gender.

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2. General (a)

2.1 National Glass offers to supply goods and/or services to you only on the following terms which apply to account customers and other customers with the exception of clause 6 which applies to account customers only.

2.2 Please note that no National Glass employee has any authority to accept any terms you may suggest that are different from the following terms.

2.3 If you accept a National Glass quotation to supply goods and/or services both National Glass and you are bound by this contract.

2.4 You acknowledge that you rely on these terms only and that you have not relied on any representations made to you prior to or at the time of entering this contract.

2.5 General (b)

1. Quotations are valid for 30 days after the date of the quotation unless specified otherwise.

2. The Quotation Number reference must be stated on purchase orders.

3. The prices quoted are based on delivery to the ground level of the site. No allowance has been made for special lifting/unloading stillages.

4. The prices quoted are based on quantities and sizes requested or stated by the customer. Later variations to sizes and quantities stated at the time of placing the order may void the quotation or require to be requoted.

5. Refer to National Glass Processing Guidelines for all clean cut and processed glass.

6. Glass to templates – refer to National Glass Template Guidelines. Alternatively, such orders may be subject to approval by the National Glass sales representative. A Template Handling Fee of \$52.50 per template applies and each template will also have a complex shaped cutting charge applied.

7. National Glass advise that an assessment should be undertaken for thermal breakage for solar control type glass products including toned/tinted, reflective and low-E annealed monolithic products, laminated glass and IGU's. Unless stated, our quotations do not include any thermal assessments.

8. Any claims for reworks must be made within 48 hours of the delivery of the glass.

9. National Glass does not accept 'on-costs' associated with faulty goods, late supply or inability to supply quoted products. Liability for faulty goods is limited to resupply of the original order within the warranty period.

10. For product warranties, refer to www.nationalglass.com.au for specific product warranty details.

11. A surcharge of 25% will apply to all glass and processing supplied where the measurement of either

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side exceeds 3660mm. This charge is to cover the additional handling and logistics costs associated with processing oversize glass and meeting our safety obligations.

12. A surcharge of 40% will apply to all glass and processing supplied where the measurement of both sides exceed 2400mm square. This charge is to cover the additional handling and logistics costs associated with processing oversize glass and meeting our safety obligations.

13. Site Delivery: When a request is made for a site delivery, National Glass will endeavour to meet all such requests. These deliveries will be subject to an additional charge of \$40.00 (plus GST).

14. Timed Site Delivery: Within the greater Brisbane area - when a request is made for a timed site delivery, National Glass will endeavour to meet all such requests, allowing for a buffer of 30 minutes either side of the required delivery time. Site deliveries timed for between 5:00am and 5:00pm will be subject to an additional charge of \$75.00 (plus GST).

15. Timed Site Delivery: Outside Brisbane area (Toowoomba, Sunshine or Gold Coast) - when a request is made for a timed site delivery, National Glass will endeavour to meet all such requests, allowing for a buffer of 60 minutes either side of the required delivery time. Site deliveries timed for between 5:00am and 5:00pm will be subject to an additional charge of \$150.00 (plus GST).

16. Outside Hours Delivery - for deliveries outside the hours above, a minimum additional charge of \$300.00 will apply to each such delivery.

17. All Site Deliveries – please note there is a maximum 30 minute unloading period. Additional time will be charged at \$150.00 per hour.

18. Minimum invoice order value charges apply.

19. Louvre glass infill panels less than 101mm in height are subject to a minimum per piece surcharge.

20. Your order and supply of the order is subject to availability and quality of raw materials.

21. Any damage or loss to handling equipment (stillages, frames, etc) owned by National Glass and used in deliveries to the customer, must be paid for by the customer in circumstances where such equipment has been placed in the possession or control of the customer.

22. Stillage's can be hired from National Glass at an initial cost of \$250 for deliveries under 750kg. Deliveries over 750kg can have this initial fee waived.

23. If glass stillage's which are owned by National Glass but left temporarily in the possession or control of the customer is not returned to National Glass within a period of 7 days from the date of delivery to the customer, a charge of \$250.00 per stillage per week may be applied, charged on Friday.

24. Collection of stillage's from site will incur an additional site delivery charge and, if applicable, a crane truck charge.

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Annealed Glass

1. Refer to National Glass Processing Guidelines for placement and position of holes, cutouts, general edgework rules and slender ratios. Orders placed outside of these processing guidelines will not be accepted.
2. Maximum sizes for polished, non-vinyl backed mirrors are as follows:
4mm 1800mm x 1200mm, 6mm 1800mm x 3000mm
3. Minimum charge for Annealed and stocked Laminate glass is 0.25m².
4. Minimum charge for Annealed Louvres is 0.06m²

Toughened Glass

1. Refer to National Glass Processing Guidelines for placement and position of holes, cutouts, general edgework rules and slender ratios. Orders placed outside of these processing guidelines will not be accepted.
2. Maximum sizes quoted are as follows:
4mm 2440mm x 900mm, 5mm 2440mm x 1220mm, 6mm 2700mm x 1400mm
8mm 2800mm x 1600mm, 10/12mm 3660mm x 1800mm, 15/19mm 3660mm x 2200mm
3. Minimum size quoted is 260mm measured across the diagonal.
4. Minimum charge for Toughened and Heat Strengthened glass is 0.25m².
5. Minimum charge for Heat Soaked glass is 0.5m².
6. Minimum charge for Toughened Louvres is 0.06m²

Custom Laminated Glass

1. Refer to National Glass Processing Guidelines for placement and position of holes, cutouts, general edgework rules and slender ratios for furnaced laminated glass. Orders placed outside of these processing guidelines will not be accepted.
2. Maximum sizes quoted for furnaced laminated glass as follows:
9.52mm 2440mm x 900mm, 11.52mm 2440mm x 1220mm, 13.52mm 2700mm x 1400mm, 17.52mm 2800mm x 1600mm, 21.52mm 3660mm x 1800mm.
3. Edge separation or delamination is acceptable within 6mm of the glass edge and 3mm of edge slip is acceptable.

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4. Exposed edged laminated glass should be covered or framed.
5. Minimum size quoted is 400mm x 400mm.
6. Minimum sm² charge applies for annealed custom laminated 0.5m² and 1.00m² for furnaced laminated glass.

IGU's

1. Refer to National Glass Processing Guidelines for general conditions and rules where applicable. Orders placed outside of these processing guidelines will not be accepted.
2. Maximum sizes quoted with 12mm width spacer as follows:
4/12/4 2440mm x 920mm, 5/12/5 2440mm x 1220mm, 6/12/6 2700mm x 1400mm
3. Minimum sizes quoted are 350mm x 180mm.
4. Minimum sm² charge applies for makeups with annealed glass 0.5m² and 0.75m² for toughened glass.
5. All IGU's are dual seal consisting of SuperSpacer, PIB primary and polysulphide secondary sealant. Customer to advise, where IG edges are exposed such as in structural glazing systems, whereby silicone secondary sealant must be specified.

ImageTek

1. All glass is ceramic base painted toughened glass on minimum 6mm thickness. Refer to National Glass Processing Guidelines for placement and position of holes, cutouts, general edgework rules and slender ratios. Orders placed outside of these processing guidelines will not be accepted.
2. Maximum sizes quoted are as follows:
6mm 2700mm x 1400mm, 8mm 2800mm x 1600mm, 10/12mm 3660mm x 1800mm, 15/19mm 3660mm x 2200mm
3. Minimum sizes quoted are 350mm x 350mm.
4. Minimum sm² charge applies - 1.00m².
5. Minimum per piece paint charge of \$60.00ea to \$90.00ea applies.
6. ImageTek Colour full solid colours (not recommended for backlit applications) based on standard colour range – minimum invoice charge \$250.00.
7. ImageTek Graphic/Interiori – based on stock images from National Glass library - minimum invoice charge \$500.00.

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8. ImageTek Custom – artwork supplied by customer and subject to approval by National Glass - minimum invoice charge \$1000.00.

3. National Glass Obligations to you

3.1 National Glass agrees to supply the goods and/or services specified by you.

3.2 National Glass agrees to use its best endeavours to supply the goods and/or services within the time specified by you but National Glass will not be liable in any way if the goods and/or services are not supplied within that time.

3.3 National Glass agrees that any goods delivered become your property when you have paid for them in full in cleared funds.

3.4 National Glass promises that the goods and/or services are fit for the purpose that the goods and/or services are generally used for and any other special purpose you have specified in writing to National Glass;

3.5 National Glass promises that the goods and/or services are of merchantable quality.

3.6 You may ask National Glass to cancel this contract at any time but not any order that you have already placed for goods and/or services. National Glass will consider your request when you agree to pay for all monies due to National Glass under the contract.

3.7 National Glass will comply with the Privacy Act including the Australian Privacy Principles. A Copy of our privacy policy is available upon request or visit www.nationalglass.com.au.

4. Your Obligations

4.1 You agree to pay for the goods and/or services and any GST immediately upon receipt of a quotation and acceptance of your order from National Glass or as otherwise specified and agreed with National Glass. If you are an account customer you agree to pay for the goods and/or services and any GST within 30 days from the month in which you receive a statement of account from National Glass, whether or not the goods and/or services have been supplied within the time specified by you. Time is of the essence for the performance of your obligations including payment which means you must pay all tax invoices and statements of account received on time.

4.2 You agree to pay interest on all overdue monies at 2% per month until payment is received in full.

4.3 You agree to accept the goods and/or services supplied, whether or not the goods and/or services have been supplied within the time specified by you.

4.4 You agree that National Glass retain title to any goods until you have paid National Glass with cleared funds, GST inclusive for such goods.

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4.5 You agree to store the goods which have not been paid for separately; keep separate records in relation to the proceeds of the sale of any goods which have not been paid for, bank the proceeds of any such sale into a separate account and immediately thereafter remit such funds to National Glass and if any goods are used in the making of any new object or if the goods in any way whatsoever become incorporated into any other product, you will record the value. If the goods so used or incorporated in relation to each unit of finished product then upon sale of any unit of finished product you will immediately remit that amount from the proceeds of sale to National Glass if you have not previously paid in full for the goods.

4.6 You agree to assign (and do so assign) to National Glass any right of action against any third party purchaser arising under any sale of goods that have not been paid for, in circumstances where you have not been paid in full for all such goods delivered or incorporated into any other product.

4.7 You agree that if you have not paid for any goods in cleared funds at the time you agree to do so in addition to all other rights National Glass has against you, you authorise National Glass through its agents to enter the premises where the goods are stored and take possession of them. You agree to hold National Glass harmless against any legal liability to any person arising from it exercising its right to take possession of the unpaid goods.

4.8 If you have breached this contract then you agree to pay all legal or other costs incurred by National Glass in respect of the breach of this contract on an indemnity basis and you further agree to pay any legal or other costs incurred by National Glass on an indemnity basis for the collection of monies which become overdue including the costs of lodging, enforcing and withdrawing any caveat or caveats against real property owned by you or any guarantor in any Land Titles Office in any State or Territory of Australia or New Zealand.

4.9 Upon National Glass request, from time to time, you must provide to National Glass, information in the form and for the period required by National Glass, in relation to your financial position, including a balance sheet, profit and loss statement and cash flow statement and where the customer is a corporation, and information in relation to any guarantors.

5. Claims

5.1 If you want to make any claim for defective goods, incorrect charges, non-delivery of goods or damages for breach of contract you must:

(a) Make the claim in writing and notify National Glass within 48 hours of the date of supply of the goods and/or services.

(b) Make the claim before you have incorporated any goods delivered into any other goods or products.

You agree that if you do not make the claim as above then you accept that the goods and/or services supplied were of merchantable quality and fit for the purpose for which they were required and correctly charged and delivered. National Glass liability will in any event be limited to exchanging any goods delivered or rendering the services again and in return for payment to National Glass of the cost price for such delivery

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or for such services rendered.

5.2 National Glass need not accept the return of goods or give credit where the goods are made to your specification.

5.3 National Glass liability for damages for any breach of contract or damage howsoever arising (including, without limitation, negligence) is limited to the price of the goods and/or services that you agreed to pay under this contract, GST inclusive.

5.4 National Glass will not be liable for the costs or damages incurred as a result of the removal of the goods after installation; water damage to floor coverings and walls; or theft where you have installed the goods incorrectly; or installed the goods and failed to give National Glass seven (7) days' written notice of any required work for rectification of any faults.

5.5 Except as provided above, National Glass will not be liable (including but not limited to liability in negligence) to any person for any loss or damage consequential or otherwise howsoever suffered or incurred by any such person in relation to the Goods and/or services and without limiting the generality thereof in particular any loss or damage consequential or otherwise howsoever suffered or incurred by any such person caused by or resulting directly or indirectly from any failure, breakdown, defect or deficiency of whatsoever nature or kind of or in the goods and/or services.

5.6 Nothing herein affects any statutory rights that you have that cannot be excluded and, if there is an inconsistency between the above terms and your statutory rights which cannot legally be excluded, then those rights will prevail to the extent of the inconsistency. If any clause of this contract is void or otherwise invalid then that clause shall be severed from the contract without effect to the remaining clauses of the contract.

5.7 You agree that you will have no right to deduct or set-off any monies owed by you to National Glass, unless you agree in writing to allow such a deduction or set-off.

6. Account customers

6.1 The terms in this clause apply to account customers in addition to the other terms of this contract.

6.2 You may obtain goods or services from National Glass on credit up to the amount of your credit limit authorised by National Glass upon acceptance by National Glass of your application for credit. National Glass reserves the right to refuse to supply goods and/or services on credit and may (in its discretion) suspend the provision of credit in the event of breach of any term of this Agreement or if you exceed the credit limit.

6.3 You remain liable to pay all amounts due to National Glass regardless of whether you have exceeded your credit limit.

6.4 You must pay your account within National Glass 30 days trading terms otherwise your credit facilities may be suspended or withdrawn without prior notice and upon any subsequent resumption of such facilities

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these terms and conditions shall apply to such further facilities.

6.5 You hereby charge in National Glass favour all of your estate and interest in any real and personal property that you own either beneficially and/or as trustee of any trust at present and in the future with due payment to National Glass of all monies that may become payable by you by virtue of this contract or otherwise arising from National Glass providing credit to you and you irrevocably appoint National Glass directors, secretaries, employees or solicitors as your duly constituted attorney to execute in your name, and as your act and deed, any real property mortgage, PMSI or consent to any caveat National Glass may choose to lodge against real property that you may own in any Land Titles Office in any State or Territory of Australia even though you may not have defaulted in carrying out your obligations.

6.6 You hereby charge in National Glass favour all monies due and payable to you under any head-contract held by you in respect of which you purchased goods from us and you hereby agree that National Glass will be entitled to all rights, powers and remedies conferred upon sub-contractors under any legislation in any State or Territory in Australia as if all monies due and owing to you were monies due and owing under a sub-contract.

6.7 You (and in the case of a company each of your officers and sureties) give consent to National Glass.

(a) Disclosing and obtaining personal information to and/or from another credit provider or credit reporting agency including information relating to the commercial creditworthiness and personal creditworthiness of them;

(b) Using any information obtained for the purposes of assessing your credit, collecting payments due under this Agreement and notifying other credit providers; and

(c) Disclosing information where it has a duty to the public to disclose that information, and/or where it is required by law.

The credit reporting agencies to which National Glass is likely to disclose the Customer's repayment history information are:-

(a) Equifax;

(b) Dunn & Bradstreet; and

(c) Building Industry Credit Bureau.

6.8 You (and in the case of a company each of your officers and sureties) may at any time gain access, upon request, to the information held about you.

6.9 Should you be advised by National Glass in writing that you are entitled to a settlement discount, payment must be made by you to National Glass not later than the last working day of the month following the month a statement of account is issued i.e June statement invoices are due the last working day of July (whether or not the goods and/or services have been supplied within the time specified by you).

6.10 In practice, a settlement discount should be deducted by you at the time of payment, provided that payment is received by National Glass in accordance with their settlement discount policy (which may be

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revised by National Glass from time to time). For the avoidance of any doubt, a settlement discount cannot be applied retrospectively and can only be applied in the month that payment is made in accordance with National Glass settlement discount policy.

7. Personal Property Security

7.1 You acknowledge that this Agreement is a Security Agreement for the purposes of the PPS Act that the goods referred to in this contract are commercial property for the purpose of the PPS Act.

7.2 You consent to National Glass registering its security interest on the PPSR;

7.3 You consent to National Glass applying any monies received, firstly, against National Glass costs and disbursements in recovering such monies on a full indemnity basis, secondly against any interest accrued and finally, against any amount due and agree to the debiting of your account with National Glass of the cost of registration of National Glass security interest and all other associated costs with perfection and enforcement of such security interest on an indemnity basis.

7.4 So far as permitted by Section 107 of the PPS Act, you will have no rights under Sections 114, 120 and 113 of the PPS Act including the right to receive any notices.

7.5 You waive your rights to receive a verification statement in respect of any financing statement or financing change statement registered by National Glass.

7.6 You agree to National Glass exercising its rights under Sections 109 and 120 concurrently and to retaining any repossessed equipment immediately so that National Glass rights under Section 123 of the PPS Act shall become effective immediately upon repossession.

7.7 You agree that repossession and retention of the goods under Sections 120-123 will only partially satisfy your debt to National Glass at the date of repossession and the repossession and retention will immediately extinguish any rights and/or interest the Customer has in the goods.

7.8 For the avoidance of any doubt, the parties acknowledge and agree that it is their intention that the agreement between them is one continuing agreement and not separate agreements based on each purchase order. The security interest created by this agreement is in respect of all goods supplied.

8. Service of Process

8.1 You agree that service of legal process may be made by prepaid post to your address as provided to National Glass or such other address as may be notified in writing by you and that service shall be deemed to have been effected 2 business days after the date of posting.

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9. Electronic Communication

9.1 By visiting National Glass website or sending e-mails to National Glass, you are communicating with National Glass electronically and you consent to receive communications from National Glass electronically. You also agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing.

9.2 National Glass has made all reasonable efforts to ensure that all information provided on National Glass website is accurate at the time of inclusion but makes no representation or warranties, express or implied, except as imposed by law, regarding the information provided on the website, including any hypertext links or any other items used either directly or indirectly from the website and reserves the right to make changes and corrections at any time without notice.

9.3 National Glass takes no responsibility for and does not endorse, sponsor or recommend the contents, accuracy or performance of any links attached to the website. National Glass accepts no responsibility for any inaccuracies or omissions in the website and any decisions based on information contained in the website are solely your responsibility.

9.4 National Glass accepts no liability for any direct, indirect, special, consequential or other losses or damages of whatsoever kind arising out of access to, or the use of the website or any information contained therein.

10. Trust

Where you are trustee of a trust, you warrant that all materials ordered from National Glass are for the purposes of the trust; that the trustee is entitled to have resort to the trust assets to satisfy any debts owing to it; that the trustee's right of indemnity against the trust or the trust fund is not excluded and that you will not release that right of indemnity without National Glass prior written consent.

11. Jurisdiction

The contract for sale of any goods and/or services supplied is made in the State from which they are supplied and the parties agree to submit all disputes arising between them to the registry of any Court as is competent to hear the matter in the capital city of the State or Territory in which the supply was made by National Glass.

12. General (c)

If any provision of this contract is unenforceable in accordance with its terms, other provisions which are self sustaining are, and continue to be, enforceable in accordance with their terms.