

SHIPPING CONTAINER CONVERSIONS

TERMS AND CONDITIONS OF SALE

Payment

The terms of this agreement commence upon acceptance of your original quotation from Platebasher Shipping Container Conversions ABN 36 281 773 547. Shipping Container Conversions hereafter will be referred to as SCC. All orders require a 50% deposit to be paid prior to any work being started, unless alternative payment terms are agreed to in writing. Final payment is required on completion of the work, prior to delivery or pick up.

For customers that are granted payment terms (including 'rent to buy'), the agreed payment terms must be adhered to or late payment fees referred to in the "Late Payments" clause will be applicable. You can cancel an order in writing within seven (7) days of making that order but in such a case we will retain an amount of 10% of the order value as a cancellation fee, but you have no right to cancel your order after seven (7) days of making that order.

Late payments

If any amount due to us is not paid on the due date, you will pay interest to SCC on the amount not paid under that invoice (Overdue Amount). Interest on any Overdue Amount will be calculated monthly, at the rate of eighteen (18%) percent per annum on the Overdue Amount, from and including the due date to and including the date that we receive the Overdue Amount.

Quotations

Acceptance of Quotations: The quotation is in accordance with the scope of works. By accepting the scope of works any variation thereafter is additional to the original quotation.

When are the Goods delivered to you?

- (a) You acknowledge delivery and acceptance of the Goods as stated in our original quotation.
- (b) We endeavour to deliver as per our delivery time specified at time of order but will not be held responsible for any delays.
- (c) Please Note: Container orders unable to be delivered due to issues beyond the control of SCC, For example, your site is inaccessible or dangerous or the ground unstable. In accordance with our delivery procedure you will be contacted on the day via the contact number you have supplied for yourself or the nominated site contact. If you are unavailable on the nominated contact number and the delivery cannot proceed a futile charge may be applicable at our discretion. This charge is generally the delivery price doubled as the truck will be required to return the container back to our depot.

Retention of title

You acknowledge and agree that title to the Goods sold to you will only pass or be transferred to you when we receive payment in full of all money owing to SCC in relation to the Goods. Until we receive payment of such money you will hold the Goods, at our sole discretion, as bailee only. Prior to receipt by SCC of the full Purchase Price you must:

- (a) not intermingle the Goods with any other property;
- (b) Change the Goods in any way;
- (c) not change or obscure in any way any identification marking that we have placed on the Goods by lettering and numbering;
- (d) not sell the Goods except to a bona fide purchaser for full value;
- (e) keep all proceeds from the sale of the Goods in trust for, and on, our behalf in a separate trust account;

(f) promptly pay the proceeds of any sale of the Goods to SCC. The payment of the proceeds from the sale of the Goods by you does not relieve you of your obligation to pay to SCC the full Purchase Price.

Right to recover Goods

If and when this agreement for the sale of the Goods to you is terminated for breach by you, you hereby irrevocably authorize SCC to enter upon any property occupied by you, and to use such reasonable force as may be necessary, for the purpose of removal of any Goods sold to you by SCC and to do so at your cost.

EXCLUSION OF WARRANTIES

State of the Equipment

In the event of any dispute as to the supplied goods condition and/or specifications we will review your original quotation and your tax invoice as this is seen as your order. All of our products including Mods & Accessories are in accordance with our design criteria and will automatically be accepted as compliant within the scope of work at time of order.

Specific warranties excluded

Without limiting paragraph (b) in the preceding condition, we make no express or implied warranty in relation to:

- (a) the fitness of the Goods for any particular purpose;
- (b) the merchantability of the Goods; or
- (c) the description, state, quality or condition of the Goods.

Exclusion of warranties

To the full extent permitted by law, we exclude and are not liable for any condition or warranty (of any kind) which is not expressly set out in these terms and conditions.

Limitation of Liability

You agree that if you suffer a loss (including economic loss), damage, cost, expense or claim howsoever arising as a result of the use of the Goods including without limitation any defect in the Goods, our liability to you is limited to the repair or replacement of the Goods.

We are not liable under any circumstances for any direct, indirect, economic, special or consequential loss or damage of any nature whatsoever that you may suffer from the use of the Goods.

Binding

These terms and conditions are binding upon you and SCC, your and our successors and assigns and will be governed by the laws of Victoria. If you take possession of or retain any Goods after the provision of these terms and conditions, these terms and conditions are valid and binding on you whether or not you have signed them.

Inconsistency

If there is any inconsistency between the terms set out in this invoice and the terms of any other document or quote provided to you, the terms and conditions in this invoice will prevail but only to the extent of the inconsistency.