

The following terms and conditions (Terms) apply to all contracts and dealings in relation to the supply of goods and services (goods) between **Wardco Group Pty Ltd trading as Braggs Signage** (ABN 78142291110) (**Braggs Signage**) and any applicant (**the Customer**) unless otherwise expressly agreed in writing.

1. Definitions: For the purposes of these Terms:

Additional work includes all work undertaken by Braggs Signage as a consequence of the Customer's variation, alteration or modification of its instructions in relation to the Order.

Braggs Signage's fee refers in each case to the standard or usual fee charged by Braggs Signage from time to time in respect of the Order;

Customer means the party to whom Braggs Signage supplies or has supplied any goods or services.

Default means:

- (i) The Customer fails to pay when due any moneys owing under these Terms.
- (ii) The Customer gives any third party a security interest in accounts as original collateral in respect of the proceeds of any goods Braggs Signage supplies to it.
- (iii) An Insolvency Event occurs or is continuing.
- (iv) The Customer breaches any other provision of these Terms and fails to cure it within 5 business days' notice from Braggs Signage to do so.

Delivery or delivered means the time when the goods are transported from the premises of Braggs Signage by whatever means or when Braggs Signage advises the Customer the goods are available for collection.

Installed means the goods have been installed in situ as per the Customers order or instruction.

Electronically means:

- a) In accordance with the Electronic Transactions (Queensland) Act 2001; or
- b) by email or other electronic means containing the Customer's printed name, and designation or signature stating, accepting, ordering, confirming or acknowledging or otherwise the relevant action; or
- c) Any other method agreed between the parties.

Freight costs and charges includes all costs and expenses incurred by Braggs Signage in removing the goods from its premises, whether by way of actual or attempted delivery to the Customer or otherwise.

Goods means any goods or services to be provided by Braggs Signage under an Order.

GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

GST means any goods and services or similar tax, together with any related interest, penalties, fines or other charge.

Tax invoice, taxable supply and **value** have the meaning given to them by the GST Law.

Order means the work required to be done in order to fulfil the Customer's instructions.

Preliminary work means all and any work performed by Braggs Signage at the Customer's express or implied request, the performance of which work was necessary to enable the Order to be commenced and which work was not within the reasonable contemplation of Braggs Signage at the time when Braggs Signage supplied the Estimate.

PPSA means the Personal Property Securities Act 2009 (Cth).

The expressions **account, financing statement, financing change statement, goods, PPSR, proceeds, purchase money security interest (pmsi), security agreement, security interest, verification statement** have the meanings given by the PPSA. Without limitation, security interest bears its natural meaning and applies to all land and licences and personal property that is not personal property covered by the PPSA.

These Terms, as amended or replaced from time to time, apply to any goods or services supplied or to be supplied to the Customer or, any authorised agent of the Customer. Braggs Signage means each subsidiary, affiliate, associated company and related entity. It includes any director, or authorised officer of Braggs Signage or any authorised agent or any third party for whom Braggs Signage is their agent. The Customer means the purchaser and each subsidiary, affiliate, associated company and related entity. It includes its respective successors or permitted assignee and any authorised agent of the Customer. The singular includes the plural and the converse. A gender includes all genders. If there is more than one Customer, these Terms bind them jointly and severally.

2. Braggs Signage to Supply Estimate:

Braggs Signage may if, requested by the Customer, give the Customer an Estimate (Estimate) specifying:-

- a) The work required to be done in order to fulfil the Customer's instructions; and
- b) An estimate of Braggs Signage's fee for the performance of such work (Estimate).

3. Acceptance by Customer:

Where Braggs Signage has given the Customer an Estimate:-

- a) Braggs Signage will not commence work until the Estimate has been accepted by the Customer in writing;
- b) The Customer may accept the Estimate by placing an Order in the manner specified in clause 6.
- c) The placing of an Order or other acceptance by the Customer of the Estimate will constitute acceptance by the Customer of these Terms. Any such acceptance or Order may be made electronically.
- d) The Customer is required to supply Braggs Signage a Purchase Order for the accepted works prior to commencement of works by Braggs Signage.

4. Estimate Evidence of Instructions: If a written Estimate is accepted by the Customer, Braggs Signage agrees that the work the subject of the Estimate shall be carried out. The Customer must pay for the work in accordance with these Terms.**5. Braggs Signage may revise the Estimate:** Braggs Signage may amend the Estimate before the Order has been completed to take into account any rise or fall in the cost of performing the Order. Braggs Signage must notify the Customer of such amendment as soon as practicable thereafter. Upon Braggs Signage giving the Customer notification of such amendment, such amended estimate shall be deemed to be the Estimate for the purposes of these Terms. Any such notification may be made electronically.**6. Orders:**

Orders may be placed directly with Braggs Signage. The Customer agrees that:

- a) Each Order it places shall be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due;
- b) When any Order is placed, the Customer shall inform Braggs Signage of any facts which might reasonably affect any decision to accept the Order and/or grant credit.
- c) From the time of making an Order, the Customer is obliged to accept and pay for the goods in accordance with these Terms. Any Order once placed is irrevocable. Any purported cancellation of an Order or change in mind on the part of the Customer as to the content of an Order shall not discharge the obligation to accept the goods and make payment.

7. Invoice:

Subject to clause 10, when the Order has been completed, Braggs Signage will issue an invoice to the Customer for the accepted Estimate value and for any of the other charges specified in clause 8.

8. Additional Charges:

In addition to the amount of the Estimate and in addition to the amount representing Braggs Signage's fee for the work done, the following charges may apply. The Customer must pay Braggs Signage for any:

- a) fees incurred for any preliminary work performed at the Customer's request;

- b) fees incurred for additional work required to be done as a result of the Customer changing its instructions;
- c) freight costs and charges incurred;
- d) fees incurred to complete non-standard installation or delivery of goods; and
- e) other charges, fees or disbursements referred to in these Terms and not specified in this clause.
- f) Any charges or fees that have been raised by Braggs Signage, its subcontractors or any governing body, in the safe and compliant execution of the Customers order.
- g) Any fees and charges incurred or noted as exclusions on the Estimate

9. Payments:

- a) All sales are made by Braggs Signage at its ruling price at the time of delivery.
- b) Unless otherwise agreed, the Customer must pay the invoiced amount within 7 days of the Tax Invoice date (unless otherwise agreed between the Customer and Braggs Signage), in cash, bank cheque or by electronic means free of any set off, counterclaim or any other deduction (other than any compulsory tax). Braggs Signage may allocate payments in any manner it chooses.
- c) The price of all goods estimated is exclusive of GST except where the price is expressed to be inclusive of GST.
- d) The Customer will pay interest on any overdue amount calculated on a daily basis until paid in full at the rate prescribed by the relevant governing body.

10. Advance and Progress Claim Payments:

- a) Braggs Signage may issue an invoice for the Estimate before commencing the Order where Braggs Signage has not previously carried out work for the Customer or where Braggs Signage considers it otherwise prudent to do so;
- b) Braggs Signage may at any time before the Order is completed, issue one or more invoices (Progress Claims) for a proportion of the amount of the Estimate for completed works to date (the proportion to be at Braggs Signage's discretion) or that require a proportion of the Estimate to be paid in advance of any further work being done;
- c) If the Order is suspended for more than 30 days at the request of the Customer or as a result of something for which the Customer is responsible, Braggs Signage may issue an invoice for a particular sum (to be specified by Braggs Signage) for work already done and for other costs incurred by Braggs Signage (such as storage costs).

11. Risk and Title:

- a) Risk in any goods passes to the Customer on delivery.
- b) Title remains with Braggs Signage until the Customer has paid Braggs Signage for all goods supplied in full and in cleared funds. Until title passes to the Customer, the Customer will hold them on trust and as bailee for Braggs Signage.
- c) The Customer must store any goods belonging to Braggs Signage separately from other goods in its possession, prevent any deterioration to them and clearly mark them as Braggs Signage's goods.

12. Security Agreement

The Customer agrees that these Terms, including any Order and invoice covering any goods ordered by it, constitute a security agreement for the purposes of the PPSA.

13. Security Interest

- a) The Customer gives Braggs Signage a security interest in:
 - I. All goods and services that Braggs Signage supplies to it that are described in any invoice, delivery or shipping documents of Braggs Signage's and/or Order documents that the Customer gives Braggs Signage; and
 - II. All present and future property of the Customer including real property. The Customer agrees

that Braggs Signage may lodge a caveat against any real property of the Customer's and agrees to give Braggs Signage a mortgage in respect of it in registrable form if required by Braggs Signage. The security interest given by the Customer is given by it in its personal capacity and in its capacity as trustee of any trust of which it is trustee. The Customer irrevocably appoint Braggs Signage its attorney by way of security for the purposes of this clause and in respect of any enforcement powers.

- III. Any security interest that arises in respect of these Terms is a continuing security interest and in respect of any goods supplied by Braggs Signage. It applies to all goods and their proceeds. It is not extinguished or in any way diminished even if the goods or any part of them is processed or commingled with or becomes part of a product or a mass as part of a manufacturing, assembling or commingling process.
- IV. Any security interest arising secures the due and punctual payment of all moneys payable by the Customer under these Terms. Any account arising by virtue of any sale of any goods supplied to the Customer takes effect as a transfer.
- V. Braggs Signage may register a financing statement including any financing change statement on the PPSR. The Customer will reimburse Braggs Signage for any costs and expenses and other charges incurred by it in registering them. The Customer irrevocably waives any rights to receive a copy of any verification statement.
- VI. The Customer acknowledges that until it has paid for all goods it is not the owner of those goods and, as such, if chapter 4 of the PPSA applies to these Terms, then the Customer contracts out of the enforcement provisions in s 115(1) except sections 120 and 121.
- VII. The Customer irrevocably authorises Braggs Signage and any of its lawful agents, at any reasonable time, to enter the Customer's premises or any premises occupied by the Customer or our agents and re-take any goods and then to re-sell those goods and retain the proceeds of the sale without prejudice to Braggs Signage's rights to claim the balance of all moneys due. The Customer indemnifies Braggs Signage in respect of any such entry. The provisions of this clause survive the termination of any security agreement that arises in respect of these Terms.
- VIII. Braggs Signage may in its discretion despite s 14(6) of the PPSA apply any moneys received in respect of any pmsi obligations of the Customer on a pro rata basis.
- IX. The Customer must pay Braggs Signage's enforcement costs and those of any of its agents including legal costs on an indemnity basis.

14. Exclusion of implied terms:

- a) To the extent permitted by law, Braggs Signage excludes all conditions, warranties, terms and consumer guarantees implied by law (including the Australian Consumer Law) arising in connection with a supply of goods or services. To the extent permitted by law, Braggs Signage limits its liability in its discretion to replacing the goods or supplying equivalent goods, or, in the case of services, by supplying the services again. The Customer will rely entirely on its own knowledge, skill and judgment in selecting goods which it orders from Braggs Signage from time to time.
- b) Braggs Signage shall not be liable for any claim for loss or expense arising after 7 days from delivery (or at all once goods have been installed, displayed or otherwise used) after which there shall be deemed to be unqualified acceptance.

15. Limitation of liability

To the extent permitted by law, Braggs Signage excludes any liability in contract, tort (including negligence) or otherwise, in connection with the supply of goods and services for any indirect damages or losses, or for any special, punitive or exemplary damages. This includes any liability for a claim that the goods are not fit

for a particular purpose, except where the goods are consumer goods or services in which case Braggs Signage's liability is limited as under clause 14.

16. Delivery:

The Customer agrees that:

- a) Braggs Signage accepts no responsibility or duty to deliver but may elect to arrange delivery at its discretion and without liability and at the Customer's cost and risk in all things;
- b) Braggs Signage will not be liable for delay, failure or inability to deliver;
- c) Products shall be deemed delivered as soon as they are ready for delivery or installed as per Customer order
- d) A charge will be made for frustrated delivery to cover Braggs Signage's costs of attempts and related expenses.

17. Copyright:

- (a) Copyright in all artistic and literary works authored by Braggs Signage shall remain the property of Braggs Signage unless there is specific agreement to the contrary at the time of Braggs Signage's acceptance of the Customer's Order. The Customer: -
 - (i) Warrants to Braggs Signage, and Braggs Signage accepts the Customer's warranty that the Customer has copyright in or a licence to authorise Braggs Signage to reproduce all artistic and literary works supplied by the Customer to Braggs Signage for the purpose of the relevant Order and the Customer expressly authorises Braggs Signage to reproduce all and any of such works for the purposes of completing the services required;
 - (ii) Indemnifies and agrees to keep indemnified Braggs Signage against all liability, losses or expenses incurred by Braggs Signage in any way directly or indirectly connected with any breach of copyright on materials supplied by the Customer.
- (b) Braggs Signage grants the Customer a non-exclusive licence to use the copyright works created by Braggs Signage for the purposes of the relevant Order. Any such licence is conditional upon Braggs Signage having received all moneys due to Braggs Signage under these Terms.

18. Disputes:

If a dispute arises in connection with the supply of any goods, the Customer agrees to pay Braggs Signage as a condition of any dispute the amount of any disputed invoice. Such invoiced amount to be held by Braggs Signage in an interest-bearing deposit account until resolution of the dispute. To the extent permitted by law, until complied with, the obligation to pay the invoiced amount shall operate as an absolute bar to any defence, claim or action by us.

19. General

- a) The Customer agrees to tell Braggs Signage if it changes its name, its structure or officers or management, its registered office, becomes a trustee of any trust or if the constitution of any partnership of which it is a member change.
- b) Any certificate signed by Braggs Signage, any director or any person authorised by Braggs Signage as to the amount due and payable by the Customer is conclusive evidence of its liability to Braggs Signage under these Terms as at the date of any such certificate unless proven wrong.
- c) If any provision of these Terms is unenforceable for any reason, it will not invalidate any other provision that will remain in full force and effect despite that invalidity.
- d) These Terms contain the entire agreement in respect of the supply of goods to the Customer.
- e) Braggs Signage may at any time set off any amount Braggs Signage owes to the Customer against any amount payable by the Customer to Braggs Signage whether or not the amount that it owes to Braggs Signage is due and payable or actually or contingently payable by it.

20. Force majeure

Braggs Signage is not liable for any delay or the failure to perform any obligation in the Customer's favour arising as a result of any event beyond Braggs Signage's control.

21. Governing law

These Terms are governed by the laws of Queensland. The Customer submits to the non-exclusive jurisdiction of any Queensland court and waives any rights to claim that courts there are an inconvenient forum.

22. Notices

- a) Any notice required under these Terms may be given by any party, including any director or authorised person of that party.
- b) Any notice may be given at that party's registered address or other address stipulated in any application in connection with these Terms or as notified in writing for the purposes of this clause. Without limitation, this includes any electronic address notified by or to the other party.
- c) Any notice may be given electronically.

23. Survival of indemnities

- a) Each indemnity and payment obligation of the Customer under these Terms is a continuing obligation, separate and independent from all other obligations, and survives termination of these Terms.
- b) It is not necessary for Braggs Signage to incur expense or make a payment before enforcing a right of indemnity.

24. Enforcement

- a) If any Default occurs or is continuing, Braggs Signage may immediately enforce these Terms. Without limitation this includes:
 - a. Retaking possession of any goods not paid for by the Customer;
 - b. Suspending delivery of any goods on order and/or refusing to process any unfulfilled order;
 - c. Enforcing any security interest;
 - d. Requiring cash on delivery;
 - e. If the Customer is a corporation, appointing a receiver and manager of any of its real or personal property. The Customer agrees that any such receiver and manager has the powers conferred by the Corporations Act.
- b) The powers exercisable by Braggs Signage are those given by these Terms including by statute, at law or in equity.

25. Credit Limit

- a) The Customer acknowledges that Braggs Signage may in its absolute discretion refuse to allow the Customer to charge goods or services to the Customer's account with Braggs Signage. Any such goods and services must be paid for in cash before production or COD to Braggs Signage or its authorised delivery agent.
- b) Braggs Signage will be taken to have approved the Customer's credit account if it permits the Customer to take goods or services on credit. The Customer acknowledges that Braggs Signage may in its discretion cancel or amend and credit limit from time to time without notice.

26. These Terms prevail

Despite any provision to the contrary in an agreement purporting to govern the sale of goods, including terms contained in an agreement of the Customer containing its usual terms and conditions, the Customer expressly agrees that these Terms prevail to the extent of any inconsistency. This provision applies irrespective of the order in which those agreements were signed.

27. Confidentiality

Any security agreement that arises under these Terms is confidential. Despite this, the Customer agrees that Braggs Signage may disclose any information concerning it to any interested person under s 275(6) of the PPSA.

Company Legal Name:		Company Trading Name:	
Signed:		Print Name:	
Position:		Date:	

Please initial each page & sign and return to: admin@braggs.com.au