



TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 "Steelcom" is ThyssenKrupp Steelcom Pty Limited and includes its successors, assigns or personal representatives.
- 1.2 "Customer" is the company firm or person purchasing Steelcom's Goods and includes their successors, assigns or personal representatives.
- 1.3 "Goods" are the sheet pile, steel, tie bars, plant, equipment, accessories and other items which the Customer agrees to buy as set out in Steelcom's sale Offer .
- 1.4 "On site" includes Goods delivered on a truck at a site or near a site, and collection of Goods from Steelcom's yard.
- 1.5 "Representative" includes the Customer's contractor or person with the purported authority of the Customer.
- 1.6 "Offer" is Steelcom's quotation for Goods sought by a customer.

2. ACCEPTANCE OF OFFER

Acceptance of Steelcom's sale Offer occurs when the Customer returns its purchase order and these terms and conditions to Steelcom.

3. ACCEPTANCE OF GOODS

- 4.1 The delivery of the Goods on site and the signing of the delivery note by the Customer or its representative shall be proof of the receipt by the Customer of the Goods listed in the delivery note.
- 4.2 Once delivery instructions are given Steelcom will endeavour to deliver pursuant to such instructions but will not be liable if delivery cannot be made in accordance with the instructions.
- 4.3 Once the Goods are ready for delivery pursuant to the Customer's instructions, any variations of such instructions which incur costs to Steelcom will be borne by the Customer.

4. EXTENT OF CONTRACT

No terms and conditions other than those specifically set out in this document and Steelcom's sale Offer shall be deemed to be incorporated in and form part of the contract. No variation of the terms and conditions shall have effect unless agreed to in writing by Steelcom.

5. PAYMENT

- 5.1 Payment for the Goods will be made by the Customer in accordance with Steelcom's sale Offer.
- 5.2 Payments not made within 14 days of their due date will bear interest at the prescribed under Section 101 of the New South Wales Civil Procedure Act calculated at daily rests.
- 5.3 If the price quoted in Steelcom's sale Offer includes delivery or transport, the unloading of the Goods is not included in such price and is the Customer's responsibility.
- 5.4 The Customer agrees to pay all recovery costs associated with any amount overdue to Steelcom.

6. TITLE TO GOODS

- 6.1 Ownership in the Goods shall not pass to the Customer until payment for the Goods has been received by Steelcom in full.
- 6.2 If the Customer uses the Goods in some construction process of its own or a third party, the Customer shall hold such proceeds of the construction process as relates to the Goods in trust for Steelcom. Such part shall be deemed to be equal in dollar terms to the amount owing by the Customer to Steelcom at the time of receipt of such proceeds.
- 6.3 Notwithstanding the above, the Customer agrees that the risk in the Goods passes to the Customer at the time of delivery.

7. FORCE MAJEURE

Steelcom is relieved of its liability or obligations to the Customer if its carrying out of the contract is prevented or hindered by any cause beyond Steelcom's reasonable control including an act of god, war, government control, restriction, prohibition or omission under a government act, fire, flood, subsidence, sabotage, accident, strikes or lock outs or malicious or negligent acts of a third party.

8. LIABILITY

To the extent permitted by law the Customer agrees that Steelcom shall not be responsible or liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, in respect of the Goods.

9. REPRESENTATIONS

To the extent permitted by law Steelcom makes no representations either written, verbal or implied about the suitability of the goods for the use intended by the Customer for the Goods or the use the Goods are utilised for.

10. APPLICABLE LAW

The law of New South Wales applies to and governs this contract.

Date:

Steelcom

Customer

Name of person signing (print)