Uniform Safety Signs Pty Ltd – Terms & Conditions of Trade

- Definitions

 Contract means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract. USS* means Uniform Safety Signs Pty Ltd. its successors and 7. assigns or any person acting on behalf of and with the authority of 7.1 Uniform Safety Signs Pty Ltd. its successors and 7. Cilent* means the person's, entities or any person acting on behalf 7.2 of and with the authority of the Cilent requesting USS to provide the Services as specified in any proposal, quotation, order, invoice or order to the six more than one Cilent, is a reference to each Cilent (a) if there is more than one Cilent, is a reference to each Cilent of the Cilent is a partnership, it shall bind each partner jointly 7.3 and severally, and (c) if the Cilent is a part for a Trust, shall be bound in their capacity, and as a trustee; and (in inchiracts the Cilent's executors, administrators, successors and 7.4 (in inchiracts the Cilent's executors, administrators, successors and
- - as a trustee; and includes the Client's executors, administrators, successors and (d)
 - (I) includes are some assessions.

 Goods' means all Goods or Services supplied by USS to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for
- "Goods" means all Goods or Services supplied by USS to the Client at the Client's request from time to time (whe'e the context so permits the terms 'Goods' or Services' shall be interchangeable for "Confidential Information" means information of a confidential 7.5 nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information including but not limited to, "Personal Information was a name, address, D.O.B. occupation," (more license details, electronic, contact, length, 7.6 and other contact information where applicable), previous credit applications, credit history) and pringing details. "Cookies" means small files which are stored on a user's computer. They are despined to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer in the activity of the contact information is the property of the contact information in the property of the contact information is the property of the contact information in the property of the contact in the contact information in the property of the contact in the property of the contact in the contact in the contact in the property of the contact in the property of the contact in the property of the contact in the contact in the contact in the contact in the property of the contact in the contact in the contact in the

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 Acceptance
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 Down Jointly and severally. By these terms and conditions if the
 line event of any inconsistency between the terms and conditions
 of this Contract and any other prior document or schedule that the
 parties have entered into the terms of this Contract shall prevail.

 8.2

 Any amendment to the terms and conditions contained in this
 Contract may only be amended in writing by the consent of both
 parties.
- ties.

 Client acknowledges that the supply of Goods on credit shall 8.3 take effect until the Client has completed a credit application tuSs and it has been approved with a credit limit established for
- 2.5
- The Client acknowledges that the supply of Goods on credit shall 8.3 not take effect until the Client has completed a credit application with USS and it has been approved with a credit limit established for with USS and it has been approved with a credit limit established for limit and/or the account exceeds the payment terms, USS 9.1 reserves the right to refuse believer.

 Where USS gives any advice, recommendation, information, assistance or service provided by USS in relation to Goods or assistance or service provided by USS in relation to Goods or application of the control of the
- ors and crimisors

 e Client acknowledges and accepts that USS shall, without ejudice, accept no liability in respect of any alleged or actual or(s) and/or omission(s):
- prejuduce, accept no induliny in respect or any aireged or actual error(s) and/or omission(s):

 (a) resulting from an inadvertent mistake made by USS in the 11.1 formation and/or administration of this Contract, and/or (b) contained informatide from any literature (fixed copy and/or leflectron(s) supplied by USS in respect of the Services. Or in the contract of the services in the contract of the services of the contract of the services of th 3.2

- wim clause 3.1, and is not attributable to the negligence and/or willing insconduct of USS; the Client shall not be entitled to treat this considerable of the control of the client shall not be entitled as the control of the client shall not be control. The client shall give USS not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's name, address, contact phone or timited to, changes in the Client's name, address, contact phone or ax number/s, change of trustees, or business practice). The Client shall be lable for any loss numer by USS as a result of the Client's Price and Payment.

 At USS sole discretion the Price shall be either:
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 At USS quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of the period stated in the quotation or otherwise for a period of period to the period of th
- Payment for all variations must be made in full at the time of their completion.

 All work carried out whether experimentally or otherwise at the Client's request will be charged to the Client.

 12. Unless otherwise agreed, the Client shall bear the cost of fonts, or 12.1 clour proofs or artwork, specially bought or made at its request for the Services.
- vices. style, artwork, material, type or layout is left to USS'12.2 ent and then the Client makes further alterations to the copy
- 5.6
- vited sayle, allwork, inaletaid, yellow in adjust is the to GSS 122 judgement and then the Client makes further alterations to the copy this will be invoiced as an extra. USS reserves the right to charge a "Service Fee" of seven dollars and the right control of the control of the control of the dollars (55:00) excluding Delivery and GST. At USS sole discretion a non-retindable depost may be required. Time for payment for the Goods being of the essence, the Price will be payable by the Client on the datels determined by USS, which may be: be: on delivery of the Goods, the date specified on any invoice or other form as being the

5.9

- (a) on delivery of the Goods;
 (b) the date specified on any invoice or other form as being the
 (c) failing any notice to the contrary, the date which is thirty (30)
 (c) failing any notice to the contrary, the date which is thirty (30)
 (days following the end of the month in which a statement is
 posted to the Client's address or address for notices;
 (p) specific days of the contrary of the contra
- nor to withhold payment of any invoice because part or line in dispute. It is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to USS an amount equal to any 12.5 to the Price the Client must pay to USS an amount equal to any 12.5 Contract for the sale of the Goods. The Client must pay GST 12.6 without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the 12.6 Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the 12.8 Price. 5 12
- ivery of Goods very ("Delivery") of the Goods is taken to occur at the time that: 12.9 the Client or the Client's nominated carrier takes possession of
- the Client or the Client's nominated carrier takes possession or the Goods at USS' address; or USS (or USS' nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at 13. 1 and 6.2
- the address. At USS sole discretion the cost of delivery is either included in the Price or is in addition to the Price. The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then USS shall be entitled to charge a reasonable fee for redelivery and/or storage. USS may deliver the Goods in separate installments. Each separate installment shall be invoiced and paid in accordance with the provisions in these terms and conditions. 6.3 13.2

- Any time or date given by USS to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and USS will not be lable for any loss or damage incurred by the Client as a 14. result of the delivery being late.
- Client must still accept derivery or the Success Teven in John Success and It all not be label for any loss of damage incurred by the Client as a 14. result of the delivery being late.

 14.1 Result of the delivery being late.

 15. Risk

 16. Risk

- Should the Clients should be compared additional proofs his shall be 14.6 invoiced as an extall invoiced as an extall provide the compared additional proofs his shall be 14.6 invoiced as an extall use to the compared to th

- USS shall not be held liable for inks wearing off through general wear and tear.

 USS shall be under no liability whatever to the Client for any variation (beyond the reasonable control of USS) in colours between 14.9 the approved prototype and the finished Goods.

 Client's Property and Material Supplied by Client In the case of property and Goods left with USS without specific instructions. USS shall be free to dispose of them at the end of twelve months after his receiving them and to accept and retain any and handling such items.

 Where materials or equipment are supplied by the Client for the provision of Services USS shall accept no liability for imperfect work caused by defects in, or the unsuitability of; such materials or equipment for the Services. Any change or correction to any film, bromides, artwork and/or and/or any 14.10 printing surfaces supplied by the Client which is deemed necessary by USS to ensure correctly finished work shall be invoiced as an extra.

- by USS to ensure correctly trinshed work shall be invoiced as an extra.

 And the street of the stree
- and the Client agree that ownership of the Goods shall not

- Sand the Client agree that ownership of the Goods shall not cleas until:

 (a) the Client has paid USS all amounts owing to USS, and 15.5 (b) the Client has net all of its other obligations to USS. Receipt by USS of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

 (a) until ownership of the Goods passes to the Client in accordance 15.6 and must return the Goods to USS on request.

 (b) the Client holds the benefit of the Client's insurance of the Goods not must return the Goods to USS on request.

 (b) the Client holds the benefit of the Client's insurance of the Goods not must for USS and must pay to USS the proceeds of 16. any insurance in the event of the Goods being lost, damaged or 16.1 destroyed.

 (b) the Client holds the benefit of the Client's insurance or the Goods of 16. any insurance in the event of the Goods being lost, damaged or 16.1 destroyed.

 (b) the Client holds the benefit of the Client's insurance or the proceeds of 16. and the control of the Client's insurance of the Goods of the fann in the ordinary course of business and for market value. If the Client sells disposes or parts with possession of the Goods then the Client must hold 6.2 the proceeds of any such act on trust for USS and must pay of the proceeds of any such act on trust for USS and must pay of the proceeds of any such act on trust for USS and must pay of the more than the tensure product to USS as it so directs.

- must sell, dispose of or return the resulting product to USS as it so directs.

 (e) the Client irrevocably authorises USS to enter any premises where USS believes the Goods are kept and recover goods and the Goods of the Goods
- security agreement, and security interest has the meaning given to it by the PPSA.

 Upon assenting to these terms and conditions in writing the Client adronwledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been 17. supplied and that will be supplied in the future by USS to the Client. 17. The Client undertakes to.

 (a) Promitting and the comments and or provide any further the complete accurate and up-17.2 to date in all respects which USS may reasonably require to.

 (b) register a financing statement or financing change 17.3 statement in relation to a security interest on the Personal Property Securities Register.

 (ii) register any other document required to be registered by 18. the PPSA; or (iii) correct a defect in a statement referred to in clause incernally, and upon demand reinhourse. USS for all expanses incernally, and upon demand reinhourse. USS for all expanses incernally, and upon demand reinhourse. USS for all expanses incernally, and upon demand reinhourse. USS for all expanses incernally, and upon demand reinhourse. USS for all expanses incernally, and upon demand reinhourse. USS for all expanses incernally, and upon demand reinhourse. USS for all expanses incernally, and upon demand reinhourse. USS for all expanses incernally, and upon demand reinhourse. USS for all expanses incernally, and upon demand reinhourse. USS for all expanses incernally, and upon demand reinhourse. USS for all expanses incernally and upon demand reinhourse.

- established by the PPSA or releasing any Goods charged 18.2 thereby, Conditing statement in respect of a security interest without the prior written consent of USS; and the security interest without the prior written consent of USS; and the security interest without the prior written consent of USS; and the consent of USS; and the consent of the security without the prior written consent of USS; and security without the prior written consent of USS; and security and the prior written consent of USS; and the Client agree that sections 9, 115 and 125 of the 18.4 PPSA do not apply to the security agreement created by these USS conditions their intoller than the processing the security agreement created by these USS conditions their intoller than the present prior written than the prior written th
- terms and conditions.

 The Client waives their rights to receive notices under sections 95, 19.

 The Item (and the section of the section of the section 19, 19.

 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

 Unless otherwise agreed to in writing by USS, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.

 The Client waives their right of the PPSA.

 The Client waives their right of the PPSA.
- on 157 of the PPSA.

 Client must unconditionally ratify any actions taken by USS if clauses 12.3 to 12.5.
- under clauses 12.3 to 12.5. Subject to any express provisions to the contrary (including those confained in this clause 12), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- the PPS. The territory of the provision is the provision of the provision is the provision of the provision

- to give effect to the provisions of this clause 13 including, but no limited to, signing any document on the Client's behalf.

 Defects, Warranties and Returns, Competition and Consumer
- Imilied to, signing any document on the Client's behalf.

 Defects, Warranties and Returns, Competition and Consumer
 Act 2010 (CCA)

 The Client must inspect the Goods on delivery and must within
 seven (7) days of delivery notify USS in writing of any evident
 detectidamage, shortage in quantity, or failure to comply with the
 description of Quibe. In a feet must not proper the description of Quibe. In a feet must not proper the description of Quibe. In a feet must be a feet of the consumer of the description of Quibe. In a feet must be a feet of the description of Quibe. In a feet must be a feet of the description of Quibe. In a feet of the description of Quibe. In a feet of the description of Quibe.

 19.3 Under applicable State, Territory, and Commonwealth Law
 (Including, without limitation the CCA), certain statutory implied
 guarantees and warranties (including, without limitation the statutory
 quarantees under the CCA) may be implied into these terms and
 conditions (Mork-Excluded Guarantees).

 Except as expressly set out in these terms and conditions or in
 respect of the Non-Excluded Guarantees. USS makes no warranties
 or other representations under these terms and conditions including 19.4
 but not limited to the quality or suitability of the Goods. USS' liability
 in respect of these warranties is limited to the fullest extent 19.5
 permitted by law.

- permitted by law.

 If the Client is a consumer within the meaning of the CCA, USS' liability is limited to the extent permitted by section 64A of Schedule
- 2.

 If USS is required to replace the Goods under this clause or the CCA, but is unable to do so, USS may refund any money the Client has paid for the Goods.

 If the Client is not a consumer within the meaning of the CCA, USS liability for any defect or damage in the Goods is:

 (a) limited to the value of any express warranty or warranty card 19.6 provided to the Client by USS at USS sold efforcetion.

 (b) In the Company of the Company o
- (c) otherwise negated absolutely. Subject to this clause 14, returns will only be accepted provided 19.7

- (b) Immed to any warranty to which USS is entitled, if USS aid not manufacture the Goods.

 Inauthorize the Goods was the Control of the Contr

- and a half percent (2.5%) per calendar month (and at USS sole discretion such interest shall compound monthly at such a rate) after 22, as well as before any judgment. If the Client owns USS any money the Client shall indemnify USS from and against all costs and disbursements incurred by USS in money that the client own of the control of the control

- creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- Similar person is appeared in response to the control of the Client. Compliance with Laws
 The Client and USS shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.
 The Client spreas that the site will comply with any work health and safety (VHS) laws relating to building construction sites and any other relevant safety standards or legislation.
- safety (WHS) laws relating to building/construction sites and any other relevant safety standards or legislation.

 Cancellation

 Without gregules in any other remedies USS may have, if at any 24, without gregules in breach of any obligation (louding hose relating 24.1 to payment) under these terms and conditions USS may suspend or the payment under these terms and conditions USS may suspend to the Client or any loss or damage the Client suffers because USS has exercised its rights under this clause. USS may cancel any contract to which these terms and conditions USS may cancel any contract to which these terms and conditions of the Client or the Client or any loss or damage that the set of the Client of the Client or the

- Carlot in the control of the control

- (a) IP address, browser, email client type and other similar details;
 (b) tracking website usage and traffic; and
 (c) reports are also also an email to the
 (c) reports are also also an email to the composite of the composite of

- used and retained by USS for the following purposes (and for other agreed purposes or required by):

 (a) the provision of Goods, and/or (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods, and/or processing of any payment instructions, direct debt facilities of analysing of any payment instructions, direct debt facilities (d) enabling the collection of amounts outstanding in relation to the Goods.

- (c) processing of any payment instructions, direct debit facilities requised by the Client; and/or (d) Goods the collection of amounts outstanding in relation to the Clong the collection of amounts outstanding in relation to the Clong the collection of amounts outstanding in relation to the Clong the collection of amounts outstanding in relation to the Clong to give information about the Client to a CRB for the following purposes:

 (a) to obtain a consumer credit report;

 (a) a low the CRB to oreate or maintain a credit information file and the collection of the c

- can make a complaint to the Information Communication and Construction Industry Security of Payment Act
- the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

 Building and Construction Industry Security of Payment Act. 2002.

 Suble discretion, if there are any disputes or claims for American Construction of the provisions of the Building and Construction Industry Security of Payment Act 2002 may apply. Nothing in this Contract is intended to have the effect ontracticion Industry Security of Payment Act 2002 of Victoria, except to the guited by the Act where applicable.

 Any written notice given under this Contract shall be deemed to have been given and received.

 (a) by handling the notice to the other party, in person;

 (b) ky leaving it at the address of the other party as stated in this Contract.

 (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract.

 (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract.

 (e) confirmation of the transmission to the fax number of the other party as stated in this Contract.

 (f) if sent by facsimile transmission to the fax number of the other party as stated in this Contract.

 (g) if sent by facsimile transmission to the fax number of the other party as stated in this Contract.

 (g) if sent by facsimile transmission to the fax number of the other party as stated in this Contract.

 (g) if sent by facsimile transmission to the fax number of the other party as the fact of the party as the

- course of post, the notice would have been delivered.
 Trust Start at any time upon or subsequent to entering in to the
 IT rust is admin in the capacity of trustee of any trust ("Trust") then
 whether or not JUSS may, have notice of the Trust, the Client
 covenants with USS as follows:
 (a) the Contract extends to all rights of indemnity which the Client
 now or subsequently may have against the Trust and the trust
 fund.
 (b)

 Trust to enter into the Contract and the provisions of the Trust
 do not purport to exidue or take away the right of indemnity
 the Client against the Trust or the trust fund. The Client will not
 release the right of indemnity or commit any breach of trust or
 be a party to any other action which might prejudice that right of
 indemnity.
- release the right of indemitity or commit any breach of trust or be a party to any other action which might prejudice that right of the Client will not without consent in writing of USS (USS will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:

 (i) the removal, replacement or retirement of the Client as trustee of the Trust;
 (ii) any alteration to or variation of the terms of the Trust; or (iii) any advancement or distribution of capital of the Trust; or USS (USS will also the Client as trustee of the Trust;
 (iii) any alteration to or variation of the terms of the Trust; or USS (USS will also the USS (USS will also the USS (USS will also the USS will also the USS (USS will also the USS will also the USS (USS will also the USS will also the USS (USS will also the USS will also the USS (USS will also the USS will also the USS (USS will also the USS will also the USS (USS will also the USS will also the USS will also the USS (USS will also the USS will also the USS will also the USS (USS will also the USS (USS will also the USS will also the
- (b) conducted in accordance with the insulute of conducted in accordance with the conduct of Commercial Arbitration.

 General Rules for the Conduct of Commercial Arbitration. The failure by either party to enforce any provision of these terms and conditions shall not be freeled as a waiver of that provision, may provision of the provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply these terms and conditions and any contract to which they apply and the conditions are subject to the jurisdiction of the courts in Victoria. Subject to clause 14 USS shall be under no liability whatsoever to the Client for any indirect and/or consequental loss and/or expense (including loss of profit) suffered by the Client farising out of a breach by USS of these terms and conditions (alternatively USS liability expense terms and conditions) alternatively USS liability accepted the Price of the Goods!

 USS may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.

 ISS may licence and/or assign without the written approval of USS.

- obligations under this Contract without the Client's consent. The Client cannot licence or assign without the written approval of USS. It is not become the contract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that the contract of the contract