

J. G. SCHULZ PTY. LTD.

Motor Body Builders

A . B . N . 39 0 0 7 6 3 6 6 1 5

199-201 CORMACK ROAD
WINGFIELD S.A. 5013

Phone (08) 8262 2447
After Hours (08) 8295 6145
Facsimile (08) 8262 2558

TERMS AND CONDITIONS OF TRADE

Vehicles left at owner's risk

The Customer agrees that:

Any vehicles or other property left with or in the possession of J. G. Schulz Pty Ltd Motor Body Builders, its employees, contractors or agents is left at the Customers own risk and J. G. Schulz Pty Ltd takes no responsibility and will not be liable for any damage caused to any such property. The Customer agrees to hereby forever release and hold harmless J. G. Schulz Pty Ltd for any loss, damage, inconvenience or otherwise which may be suffered by the Customer as a result of any such damage regardless of whether any such loss, damage, inconvenience or otherwise is direct or indirect, reasonably foreseeable or a type of loss, damage, inconvenience or otherwise of which J. G. Schulz Pty Ltd have special knowledge.

Moving of vehicles

The Customer agrees that:

Any vehicles or other property required to be driven on public roads by J. G. Schulz Pty Ltd Motor Body Builders, its employees, contractors or agents is done so at the Customers own risk and J. G. Schulz Pty Ltd takes no responsibility and will not be liable for any damage caused to any such property. The Customer agrees to hereby forever release and hold harmless J. G. Schulz Pty Ltd for any loss, damage, inconvenience or otherwise which may be suffered by the Customer as a result of any such damage regardless of whether any such loss, damage, inconvenience or otherwise is direct or indirect, reasonably foreseeable or a type of loss, damage, inconvenience or otherwise of which J. G. Schulz Pty Ltd have special knowledge.

Delivery

The Customer will be responsible for any loss, damage or deterioration of the goods once those goods leave J G Schulz Pty Ltd premises.

Orders

The Customer agrees that:

All orders must be accompanied by a signed copy of these terms and conditions. Where a job has been quoted, the quote is to be signed to confirm the order matches the quoted item and any changes to the quote should be marked in writing and initialled.

Each order placed shall be deemed to include a representation that they are solvent and able to pay all of their debts as and when they fall due.

When an order is placed the Customer shall inform J. G. Schulz Pty Ltd of any facts which might reasonably affect any decision to accept the order and/or grant credit and that failure to do so shall be deemed to create and constitute an inequality of bargaining power and misleading and deceptive conduct.

J G Schulz Pty Ltd holds the right to request a deposit prior to commencing works on any order.

Payments

All goods are to be paid for in full prior to collection unless an account has been established with J G Schulz Pty Ltd.

All items purchased on account must be paid for in full by 28 days after the end of the month of purchase.

To be by cash, cheque, bank cheque or EFTPOS. Credit card facilities are also available at a 2% premium on invoice value.

If J. G. Schulz Pty Ltd receives or recovers money in respect of debts of the Customer or anyone else, J. G. Schulz Pty Ltd may use it to pay off whichever part of those debts it chooses. Payment is to be made without deduction or set off, whether legal or equitable.

Property

If J. G. Schulz Pty Ltd grants any credit facility and/or time to pay:

Property in products shall not pass to the Customer until payment in full of all monies owed to J. G. Schulz Pty Ltd "ROT" and J. G. Schulz Pty Ltd reserves the right to take possession and dispose of the products as it sees fit at any time until full payment is received.

The Customer grants permission to J. G. Schulz Pty Ltd to enter any property to recover the products with such force as necessary

The Customer agrees that a certificate purporting to be signed by an officer of J. G. Schulz Pty Ltd identifying products as unpaid for shall be conclusive evidence that products have not been paid for and of J. G. Schulz Pty Ltd.'s title to those products.

The Customer agrees that the ROT is a Security Interest within the meaning of the *Personal Property Securities Act 2009 (Cth)* ("PPSA").

The Customer agrees that the Security Interest is a Purchase Money Security Interest as defined in section 14 of the PPSA.

If Chapter 4 of the PPSA would otherwise apply to the enforcement of a Security Interest arising out of this agreement, the parties agree that:

- a) to the full extent allowed by section 115(1) of the PPSA, the following provisions of the PPSA will not apply to the enforcement of that Security Interest:
 - (i) section 95 (notice of removal of accession), to the extent that it requires J. G. Schulz Pty Ltd to give a notice to the Customer;
 - (ii) section 96 (when a person with an interest in the whole may retain an accession);
 - (iii) subsection 121(4) (enforcement of liquid assets – notice to grantor);
 - (iv) section 125 (obligation to dispose of or retain collateral);
 - (v) section 130 (notice of disposal), to the extent that it requires J. G. Schulz Pty Ltd to give a notice to the Customer;
 - (vi) subsection 132(3)(d) (contents of statement of account after disposal);
 - (vii) subsection 132(4) (statement of account if no disposal);
 - (viii) section 142 (redemption of collateral); and
 - (ix) section 143 (reinstatement of security agreement); and
- b) to the full extent allowed by section 115(7) of the PPSA, the following provisions of the PPSA will not apply to the enforcement of that Security Interest:
 - (i) section 127 (seizure by higher priority parties – notice);
 - (ii) sections 129(2) and (3) (disposal by purchase);
 - (iii) section 132 (secured party to give statement of account);
 - (iv) section 134(2) (proposal of secured party to retain collateral);
 - (v) section 135 (notice of retention of collateral);
 - (vi) sections 136(3), (4) and (5) (retaining collateral free of interest); and
 - (vii) section 137 (persons entitled to notice may object to proposal).

The Customer consents to J. G. Schulz Pty Ltd effecting a registration on the Personal Property Security Register (in any manner J. G. Schulz Pty Ltd considers appropriate) in relation to any Security Interest arising under or in connection with or contemplated by this agreement and the Customer agrees to provide all assistance reasonably required to facilitate this including reimbursing J. G. Schulz Pty Ltd for any fees and charges incurred by J. G. Schulz Pty Ltd in effecting a registration including legal fees.

J. G. SCHULZ PTY. LTD.

Motor Body Builders

A . B . N . 39 0 0 7 6 3 6 6 1 5

199-201 CORMACK ROAD
WINGFIELD S.A. 5013

Phone (08) 8262 2447
After Hours (08) 8295 6145
Facsimile (08) 8262 2558

The Customer waives the right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded. Notices or documents required or permitted to be given to J. G. Schulz Pty Ltd for the purposes of the PPSA must be given in accordance with the PPSA. Products shall be deemed to be dealt with by the Customer on a "first in first out" basis at all times.

Limitation of Liability

The Customer agrees;

To limit any claim it makes to the cost of replacement of products or of acquiring equivalent products

That to the fullest extent legally permissible J. G. Schulz Pty Ltd shall not be liable for any damages for personal injury, and damages to the property and/or any contingent, consequential, direct, indirect, special or punitive damages whether due to negligence or otherwise and the Customer acknowledges this limit of liability and agrees to limit any claim accordingly

That to the fullest extent legally permissible no other term, condition, agreement, warranty, representation and/or understanding whether express or implied, in any way extending to, otherwise relating to or binding upon J. G. Schulz Pty Ltd other than these terms is made or given by or on behalf of J. G. Schulz Pty Ltd other than by these terms save and except to the extent otherwise require by law

Exclusions

The Customer agrees that;

The Customer shall rely on its own knowledge and expertise in selecting products for any purpose and any advice or assistance given by or on behalf of J. G. Schulz Pty Ltd shall be accepted at the Customers risk and shall not be deemed to have been given as an expert or adviser nor to have been relied upon

Products are sold subject to each and every manufacturer's trading terms and conditions and are protected by each and every manufacturer's warranty and J. G. Schulz Pty Ltd shall not be liable to the extent that any manufacturer is liable under a manufacturer's warranty unless otherwise required by law

J. G. Schulz Pty Ltd shall not be liable nor responsible for any failure to comply with any requirements of the Customer or any other person (whether relating to manufacture, design, fabrication, installation and/or any other particular intended use of any products and/or otherwise) which are not precisely and accurately communicated in writing directly to the appropriate personnel at J. G. Schulz Pty Ltd prior to the entry by J. G. Schulz Pty Ltd into any relevant sale contract.

Cancellations and Returns

The Customer agrees that:

The Customer shall at no time cancel the whole or part of any order place without J. G. Schulz Pty Ltd.'s prior approval;

The Customer shall not return products without J. G. Schulz Pty Ltd's prior written approval and if products are not in brand new and unused condition with undamaged packaging and if three weeks or more have passed since the earliest delivery date;

J. G. Schulz Pty Ltd may otherwise elect to take back products in sealable condition on such terms as J. G. Schulz Pty Ltd considers to be reasonable.

Other Terms and Conditions

No terms or conditions sought to be imposed by the Customer upon J. G. Schulz Pty Ltd shall apply unless such terms are in writing and executed by a director or directors of J. G. Schulz Pty Ltd in accordance with the *Corporations Act 2001*.

Recovery Cost

The Customer shall pay all costs and expenses (including legal cost on an indemnity basis) incurred by J. G. Schulz Pty Ltd and/or its agents in respect of the Customer whether relating to any debt, possession of products and/or otherwise.

Credit Limit

The grant of any credit facility or nomination of any credit limit is an indication only of J. G. Schulz Pty Ltd.'s intention at the times. J. G. Schulz Pty Ltd may vary and/or withdraw any credit facility at any time at its discretion and without any liability to the Customer or any other party.

Security for Payment

As security for payment to J. G. Schulz Pty Ltd of all monies payable by the Customer, the Customer does hereby charge in favour of J. G. Schulz Pty Ltd all of the Customer's interest in freehold and leasehold property both current and later acquired and the Customer hereby agrees that J. G. Schulz Pty Ltd may register its interest over any such property in any way deemed appropriate by J. G. Schulz Pty Ltd including by lodging a caveat over any such property.

Defaults

Upon the appointment of an Administrator, Receiver, Receiver and Manager, Liquidator or Trustee in Bankruptcy to the Customer or a breach of any of these terms by the Customer, J. G. Schulz Pty Ltd may inter alia retain all monies paid, cease further deliveries, recover from the Customer any loss of profits arising and/or at J. G. Schulz Pty Ltd.'s election take immediate possession of products not paid for without prejudice to any other rights J. G. Schulz Pty Ltd may have without J. G. Schulz Pty Ltd being liable in any way to any person.

Severability

Any part of these Terms being a whole or part of a clause shall be capable of severance without affecting any other part of these Terms.

Warranty Policy

Save and except as required by law no warranty is given where J. G. Schulz Pty Ltd is not the manufacturer of products other than the warranty offered by the manufacturer. Where J. G. Schulz Pty Ltd is or might be deemed to be a manufacturer then the J. G. Schulz Pty Ltd Standard Warranty applies for the period applicable to specific Products. Details of the J. G. Schulz Pty Ltd Standard Warranty and the schedule of periods applicable are available upon request from J. G. Schulz Pty Ltd.'s Office at 199-201 Cormack Road, Wingfield SA 5013.

Credit Information

The Customer irrevocably authorises J. G. Schulz Pty Ltd and its servants and agents to make such enquiries from time to time as J. G. Schulz Pty Ltd may deem necessary to obtain information and/or to investigate the creditworthiness of the Customer including enquiries with persons nominated as trade references, bankers of the Customer, any other credit provider, any credit reporting agency, any land titles office, the ASIC, ITSA and/or any similar body and/or related information service ("the sources") and including personal credit and consumer credit information and any property, business and/or solvency information. The Customer by this clause irrevocably authorises the sources to disclose anything about the Customer which is in the Sources' possession and the Customer agrees that J. G. Schulz Pty Ltd may disclose any information it has about the Customer to any interested person (subject only to any obligations J. G. Schulz Pty Ltd may have under the *Privacy Act 1988* (Cth)).

Notice

The Customer agrees that it shall be deemed to have notice of any change to these Terms and be bound by any subsequent versions of these Terms as they appear on the website www.jg.schulz.com.au whether or not the Customer has actual notice thereof. A copy of any subsequent versions of these Terms also be obtained by request at J. G. Schulz Pty Ltd.