

**RUD CHAINS Pty. Ltd., Australasia (A.B.N. 74 010 547 949)**  
**General Conditions of Sale**

**1. DEFINITIONS**

1.1 In these General Conditions of Sale ("Conditions"):

"Account" means the account maintained by RUD Chains in the name of the Purchaser to facilitate the purchase of goods from RUD Chains.

"Business Days" means a day on which trading banks are open for business in Queensland.

"Guarantor(s)" means the person or persons who are guaranteeing the performance of the Purchaser where the Purchaser is not an individual.

"RUD Chains" means RUD Chains Pty Ltd (A.B.N. 74 010 547 949) and any related body corporate (as defined in Section 50 of the Corporations Act 2001) of that company that maintains an account or accounts in the name of the Purchaser and/or which sells goods and/or services to the Purchaser from time to time.

"PPSA" means the Personal Property Securities Act 2009 (Cth) and its regulations as in force from time to time.

"Purchaser" means the company, firm, person or other entity identified as the applicant on the "Credit Account Application" form published by RUD Chains from time to time and/or in whose name an Account is kept and/or who acquires goods and/or services from RUD Chains from time to time.

"Goods" means goods and/or services supplied by RUD Chains to the Purchaser.

**2. APPLICATION**

2.1 All contracts arising between RUD Chains and the Purchaser in respect of goods supplied or to be supplied by RUD Chains, shall be subject to these Conditions and any other conditions expressly agreed to in writing by RUD Chains and the Purchaser, to the exclusion of all other terms and conditions contained in any order or other documents submitted by the Purchaser, shall form part of any such contract.

**3. PRICE**

3.1 All prices quoted are subject to change without notice and goods will be billed at prices existing at the time of invoice.

**4. PAYMENT**

4.1 One Invoice/Statement only will be issued unless otherwise requested. Payment is 21 days from the end of the calendar month that the invoice was issued in.

4.2 Unless otherwise agreed in writing by RUD Chains, the Purchaser shall pay RUD Chains the total amount owed for goods supplied to the Purchaser and set out in RUD Chains' invoice within 21 days from the date of the relevant invoice ("Due Date"). RUD Chains extends no credit to the Purchaser beyond the Due Date. In the event that the Purchaser fails to pay the total amount owing in respect of goods supplied by the Due Date, RUD Chains may require the Purchaser to pay RUD Chains by way of liquidated damages, a default charge being a sum which is calculated by the application of a daily percentage rate which is 2% above RUD Chains' overdraft interest rate at the time, on the unpaid balance of the amount due from the Due Date until the total amount outstanding is paid in full. RUD Chains reserves the right to withhold supply of goods if terms of payment are not adhered to by the Purchaser.

4.3 Payment is made when:

- (a) Cash is received.
- (b) Payment is made by cheque and when the cheque has cleared into RUD Chains' bank account.
- (c) Payment is made by Mastercard or Visa sales which is approved by the bank handsale facility.

**5. GST**

5.1 Where any supply of goods is subject to a goods and services tax the supply of the goods will be increased to cover the goods and services tax to be payable by the Purchaser in addition to the price for the goods.

**6. DELIVERY**

6.1 If RUD Chains specifies particular terms of delivery, carriage and insurance with respect to goods in a quotation provided by RUD Chains to the Purchaser, those terms and conditions will apply to the delivery, carriage and insurance of the relevant goods.

6.2 Except in the circumstances outlined in paragraph 6.1, the Purchaser will be responsible for the costs of delivery, carriage and insurance with respect to goods ordered by the Purchaser from RUD Chains.

**7. TEST CERTIFICATES**

7.1 Certificates attesting to the compliance of goods ordered by the Purchaser with relevant Australian standards ("Test Certificates") will only be supplied if requested at the time of ordering by the Purchaser. Test Certificates issued by RUD Chains are valid only in respect of goods in the condition in which they leave RUD Chains' premises.

**8. CLAIMS BY THE PURCHASER**

8.1 All goods sold will be deemed to be of the required quantity and type unless a claim specifying particulars of deficiencies or errors in quantity or type is made to RUD Chains in writing at the business address or email address specified in clause 13.4 within 5 days after receipt of the goods by the Purchaser. The Purchaser must bear the costs of making a claim under this clause.

8.2 Where products are on-forwarded by rail or carrier nominated by the Purchaser, then a receipt from the railway or carrier confirming delivery of the goods to that railway or carrier by RUD Chains shall be considered adequate proof of delivery and RUD Chains' liability for loss or damage to the goods will cease upon delivery of the goods to the rail or carrier as the case may be.

8.3 Where RUD Chains accepts responsibility for delivery of the goods, RUD Chains will not be liable to the Purchaser for loss or damage to the goods unless the Purchaser gives notice specifying particulars of the loss or damage to RUD Chains in writing at the business address or email address specified in clause 13.4 within 5 days after receipt of goods by the Purchaser. The Purchaser must bear the costs of making a claim under this clause.

8.4 Except as specifically provided to the contrary in these conditions, RUD Chains shall in no case be liable in any way for goods damaged in transit.

8.5 RUD Chains has the right to suspend or cancel the supply of goods on credit at any time.

**9. CANCELLATIONS AND RETURNS FOR CREDIT**

9.1 Orders can only be cancelled or goods returned for credit due to change of mind with the prior written agreement of RUD Chains provided that the goods are returned in the same re-saleable condition as and when they were originally sold. Goods accepted for return must be despatched by a carrier nominated by RUD Chains, only after receiving a credit return authority number from RUD Chains (invoice number and date are required on all claims). Returns due to purchase error will incur a restocking charge of 20% and transportation costs of products will be for the account of the Purchaser. Goods specifically cut to length, made or produced for the Purchaser are not refundable for credit.

**10. DELAY IN DELIVERY**

10.1 RUD Chains will use its best endeavours to meet specified delivery dates and whether or not a delivery date is specified, RUD Chains will be under no liability of any kind for any delay in delivery from any cause whatsoever. If for any reason beyond the control of RUD Chains, orders cannot be filled at the time stipulated by the Purchaser, RUD Chains shall be entitled to determine the relevant contract of sale and the Purchaser shall not have any claims against RUD Chains arising out of such cancellation, without prejudice to the rights of RUD Chains to recover all sums owing in respect of goods or services provided prior to the date of such determination.

**11. PRODUCT SUITABILITY**

11.1 Except to the extent that RUD Chains has made express representations in writing (whether in catalogue or otherwise) as to safe working loads, the Purchaser shall be responsible for determining the fitness of goods sold by RUD Chains for the purpose for which they are intended and acknowledges that RUD Chains is not aware of that purpose and that he has not relied on RUD Chains' advice.

**12. LIABILITY**

12.1 If any goods supplied by RUD Chains are defective or there is a breach of any applicable express or implied warranty, RUD Chains will, at the Purchaser's option:

- (a) replace such goods; or
- (b) refund the price of such goods; or
- (c) pay the cost of replacing such goods or equivalent goods; or
- (d) pay the cost of having such goods repaired;.

Within a reasonable time of the Purchaser making a claim specifying particulars of the alleged defect and if possible, the cause of the defect, in such goods to RUD Chains in writing at the business address or email address specified in clause 13.4 within 5 days after the defect occurred. The Purchaser must bear the costs of making a claim under this clause and of returning the goods to RUD Chains if required. Any claim made under this clause must be made within 12 months of the Purchaser receiving the goods.

12.2 Except as provided above, RUD Chains will not be liable for any defect in goods supplied by it and in particular will not be liable for any loss of profit or other consequential loss or damages arising as a result of the supply of the defective goods including liability for negligence.

12.3 Subject to the terms of these Conditions all conditions and warranties contained in or implied by any statute or rule of law are hereby expressly excluded and negated provided that nothing in the Conditions shall exclude, restrict or modify any condition, warranty or liability which may at the time be implied where to do so is illegal or would render any provision of any contract or term between RUD Chains and the Purchaser void.

**13. AUSTRALIAN CONSUMER LAW**

13.1 In this clause:

- "we", "us" and "our" means RUD Chains;
- "you" and "your" means the Purchaser.

13.2 The benefits given to you under these Conditions are in addition to your other rights and remedies under a law in relation to the goods to which any warranty relates.

13.3 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

13.4 Details of the party giving any warranty contained in these Conditions are as follows:

Name: RUD Chains Pty Ltd (A.B.N. 74 010 547 949) and any related body corporate (as defined in Section 50 of the Corporations Act 2001)

Business Address: 12 Commerce Place, Larapinta QLD 4110

Telephone Number: 07 3809 1300

Email Address: info@rud.com.au

**14. DEFAULT BANKRUPTCY ETC.**

14.1 If the Purchaser is in default in making payment for any goods whether the subject of the same or different orders, or if the Purchaser being an individual shall become bankrupt or being a corporation shall take or have taken against it any steps having the effect of winding-up or placing the Purchaser under any form of insolvency administration, RUD Chains shall be entitled by notice in writing to the Purchaser to require re-delivery to RUD Chains, at the cost and expense of the Purchaser of all goods which have not been paid for as fore said and for the purposes of recovering the goods. RUD Chains, its servants or agent may enter any land or building upon which RUD Chains believes the goods may be located within business hours without notice.

**15. TITLE IN GOODS**

15.1 Notwithstanding anything to the contrary express or implied in these Conditions between RUD Chains and the Purchaser:

(a) Title in all goods supplied by RUD Chains to the Purchaser shall remain with RUD Chains and shall not pass to the Purchaser until all obligations of the Purchaser to RUD Chains in respect of the goods have been met and RUD Chains has received payment in full for the goods and until all outstanding debts owed by the Purchaser to RUD Chains arising from the operation of the Account has been paid;

(b) Until title of the goods passes to the Purchaser, the Purchaser:

- i) as agent for RUD Chains, is authorised to sell any goods supplied to the Purchaser by RUD Chains to third parties prior to the Due Date which is applicable in relation to payment for such goods. In the event of such sale, the Purchaser shall specifically earmark monies resulting from such sale and shall place the monies into a separate account to be held on trust for RUD Chains until such time as payment for those goods is made to RUD Chains. The Purchaser shall not represent to third parties that it is selling the goods as agent for RUD Chains;
  - ii) holds the goods as bailee for RUD Chains and must store the goods separately and identify the goods in a manner which enables them to be clearly identified as goods belonging to RUD Chains and must keep all of the proceeds of any goods sold in an account separate from the Purchaser's trading account in trust for RUD Chains. If requested by RUD Chains, the Purchaser must also return the goods following non-fulfilment of any obligation of the Purchaser to RUD Chains (including payment of moneys) without limiting any other right RUD Chains may have;
  - iii) agrees to deliver up the goods to RUD Chains upon demand by RUD Chains and gives RUD Chains or its agents or authorised representatives the right to enter any premises occupied by the Purchaser or any premises where it believes any goods may be stored (without liability for trespass or any resulting damage) and to use the name of the Purchaser and to act on its behalf, if necessary, to recover possession of the goods;
  - iv) allows RUD Chains to recover possession of the goods supplied to the value of all monies outstanding to RUD Chains;
  - v) agrees to indemnify RUD Chains and its agent from any damage, injury or loss arising from such recovery or attempted recovery of goods from the Purchaser's possession or control;
  - vi) must not supply any of the goods to any person outside of its ordinary or usual course of business;
  - vii) must not allow any person to have or acquire any security interest in the goods whether under the PPSA or any other law;
  - viii) holds the proceeds, book debts and accounts receivable arising from selling or hiring of the goods on trust for and as agent for RUD Chains immediately when they are receivable or are received;
  - ix) must not change its name, address or contact details without providing RUD Chains with at least 20 business days prior written notice; and
  - x) RUD Chains may recover as a debt due and immediately payable by the Purchaser for the price of the goods and all amounts owing by the Purchaser to RUD Chains in any respect even though title to the goods has not passed.
- (c) In the event that the Purchaser commits an act of bankruptcy or where the Purchaser is a company, has a receiver, administrator or liquidator appointed to it or goes into any other form of insolvency administration, RUD Chains shall be entitled to immediate possession of all the goods supplied by it to the Purchaser remaining at that time in the possession of the Purchaser and is authorised to enter upon the Purchaser's premises to collect such goods without prejudice to any other rights of RUD Chains.
- (d) If RUD Chains retakes possession of any of the goods pursuant to sub-clause 14.1(b) or 15.1(c) above, RUD Chains shall have the right to sell the goods to any other party.
- (e) This clause applies even if the goods become mixed or incorporated into new objects. RUD Chains has beneficial ownership of all such new objects provided that at the time of account for any sale proceeds to RUD Chains the Purchaser may retain any excess of the sale price of RUD Chains' incorporated goods.

**16. PERSONAL PROPERTY SECURITIES**

16.1 The Purchaser acknowledges and agrees that notwithstanding any other provision of these Conditions:-

- (a) the PPSA applies to any supply of goods by RUD Chains to the Purchaser;
- (b) RUD Chains has a security interest under the PPSA in goods supplied;

- (c) by agreeing to and/or accepting or adopting these Conditions the Purchaser grants a purchase money security interest to RUD Chains in the goods to secure RUD Chain's interest in the goods and all moneys owing or payable by the Purchaser under these Conditions and any other moneys payable by the Purchaser to RUD Chains from time to time on any account whatsoever;
- (d) if a purchase money security interest is not able to be claimed on goods by RUD Chains for any reason, RUD Chains will have a security interest in the goods;
- (e) the goods are commercial property, not consumer property for the purposes of the PPSA and will not be used and are not intended to be used for personal, domestic or household purposes;
- (f) if the Purchaser is receiving the goods from RUD Chains and the goods are to be used as inventory, the Purchaser warrants that it will not use the goods for any purpose other than as inventory;
- (g) the Purchaser agrees that RUD Chain's security interest in goods covered by these Conditions may be registered on the PPSA register and the Purchaser agrees to do all things necessary and required by RUD Chains to effect registration of RUD Chain's security interest on the PPSA register in order to give RUD Chain's security interest the best priority possible and anything else RUD Chains requests the Purchaser to do in connection with the PPSA without delay;

(h) it warrants that all information provided by the Purchaser to RUD Chains, including but not limited to the Purchaser's details, including the entity, name, A.C.N. or A.B.N. and address set out in the Application for Credit Form is correct in all respects;

(i) that it unconditionally and irrevocably appoints RUD Chains as its attorney to do any of acts and matters set out in sub-clause (g) above in the event that the Purchaser fails, delays or declines to execute such documents or do such acts;

(j) the Purchaser agrees that it will not grant a security interest in the goods to a third party unless it has obtained the prior written consent of RUD Chains, which RUD Chains may refuse to provide or grant in its absolute discretion. RUD Chains may request and the Purchaser must provide any information that RUD Chains requires, acting reasonably, in order to fully consider whether to grant its consent;

(k) RUD Chain's security interest in the goods extends to any proceeds, in all present and after acquired property including without limitation book debts and accounts receivable arising from the selling or hiring of the goods by the Purchaser;

(l) it has received value as at the date of first delivery of the goods and has not agreed to postpone the time for attachment of the security interest (as defined in the PPSA) granted to RUD Chains under these Conditions;

(m) neither RUD Chains or the Purchaser will disclose any information to any interested person unless required to do so under the PPSA;

(n) the Purchaser waives its right under the PPSA:

- i) to receive a copy of any verification statement, financing change statement, or any notice that RUD Chains intends to sell the goods or to retain the goods on enforcement of the security interest granted to RUD Chains under these Conditions or any other notice under the PPSA unless the notice is required to be given by the PPSA and cannot be contracted out of;
- ii) to object to a proposal by RUD Chains to dispose of or purchase or retain the goods in satisfaction of any obligation owed by the Purchaser to RUD Chains;
- iii) to receive a statement of account following the sale of the goods
- iv) to redeem the goods;
- (o) will not give (or allow any person to give) to RUD Chains a written demand requiring RUD Chains to register a financing change statement under the PPSA or enter into (or allow any other person to enter into) the personal property securities register a financing change statement under the PPSA.

**16.2 Enforcement**

The enforcement provisions contained in these Conditions are in addition to any rights available to RUD Chains under the PPSA and apply to the maximum extent permitted by law.

**16.3 Power of Attorney**

The Purchaser irrevocably nominates constitutes and appoints RUD Chains and/or its officers and/or its nominees severally to be the true and lawful attorneys of the Purchaser on behalf of and in the name of the Purchaser to do all things necessary and sign all such documents as may be necessary to deal with the goods in accordance with the enforcement provisions of these Conditions, the PPSA or otherwise, if the Purchaser is in default of these Conditions.

**16.4 Interpretation**

A term used in this clause is taken to have the meaning defined under the PPSA.

**17. RISK**

17.1 The goods shall be at the Purchaser's risk from the time of the first occurrence of any of the following events:

- (a) The passing of property to the Purchaser;
- (b) The physical delivery of the goods to the Purchaser; or
- (c) The physical delivery to a carrier or other bailee whether named by the Purchaser or not.

17.2 RUD Chains shall be under no obligation to give to its Purchaser a notice referred to in Section 34(3) of the Sale of Goods Act 1896 (QLD).

**18. CHANGE IN OWNERSHIP/EFFECTIVE CONTROL**

18.1 The Purchaser agrees to notify RUD Chains in writing of any change in ownership or effective control of the Purchaser within seven (7) days from the date of such change in effective control or ownership and indemnifies RUD Chains against any loss or damage incurred by RUD Chains as a result of the Purchaser's failure to notify RUD Chains of any such change.

**19. LAW - QUEENSLAND**

19.1 The law of Queensland shall apply to all contracts for the supply of goods by RUD Chains to the Purchasers, to the extent that any applicable law of any state or of the Commonwealth of Australia affect the applicability or validity of any of the foregoing conditions. The same shall be read and construed as being subject to any such law.

**20. PURCHASER'S AUTHORITY**

20.1 The Purchaser agrees to be bound by the Terms and Conditions of Sale for Delivery, Claims on Delivery, Returned Goods, Transport Charges, Pricing Warranty and Written Contracts, when and where as stated on the current price list, invoices and/or notices sent to all customers of RUD Chains.

20.2 If the Purchaser is a trustee, the directors warrant that they have the authority and power to enter into this agreement and personally guarantee the performance of all the trusts obligations under this agreement.

20.3 The Purchaser acknowledges that RUD Chains is entitled to presume that any person purporting to have the authority to bind the Purchaser to a contract in respect of goods and/or services from RUD Chains, has the authority they claim.

**21. GUARANTEE (WHERE APPLICABLE)**

21.1 This Guarantee is made on the date of this Application by the Guarantors named in the "Applicant Details".

21.2 In consideration of RUD Chains granting credit to the Purchaser, the Guarantor who has signed this agreement, guarantees RUD Chains the due and punctual performance by the Purchaser of all the Conditions and agrees that the Guarantor will indemnify and keep indemnified RUD Chains against any loss and damage however arising which RUD Chains may suffer in consequence of any failure of the Purchaser to perform its or their obligations.

21.3 This Guarantee shall not be affected or discharged by the granting to the Purchaser of any time or other indulgence or other consideration whereby but for this provision the Guarantor's liability would be affected or discharged. Where there is more than one Guarantor this guarantee and indemnity is given jointly and severally by the Guarantors.

21.4 RUD Chains may assign its rights under this guarantee and indemnity.

21.5 This Guarantee binds the Guarantor and their respective executors, successors and permitted assigns.