

## STANDARD CONDITIONS OF SALE

### General

1. These Terms and Conditions (“**Conditions**”) apply to all contracts, quotations, applications, orders, or any other request, arrangement or understanding however described (“**Order**”) for the supply of any goods or services of any nature (“**Goods**”) between Starbella Nominees Pty Ltd t/a Sign Here Signs (“**Sign Here**”) and any person or entity being a purchaser or intended purchaser of any Goods from Sign Here on any basis, including without limitation, on credit or any condition or contingency (“**Purchaser**”) and/or any Guarantor.
2. Except to the extent otherwise agreed by written instrument executed by a director of Sign Here or by an employee expressly authorised by Sign Here to execute such an instrument (“**Authorised Employee**”), these Conditions will in all circumstances prevail over any terms, conditions, representations or understandings between Sign Here and the Purchaser with respect to any Goods.
3. Without limitation as to the manner in which these Conditions may be accepted at law, these Conditions will be deemed to be accepted by the Purchaser on each occasion that the Purchaser receives delivery of any Goods, takes any step for the purpose of receiving the benefit of supply of Goods, and/or provides any instruction to Sign Here in relation to any Goods.
4. Upon acceptance, these Conditions can only be revoked or varied by written instrument executed an Authorised Employee.

### Quotations & Ordering

5. Quotations, subject always to these Conditions, are only valid for a period of 30 days from the date of the quotation unless subsequently confirmed after that period by Sign Here in writing.
6. Sign Here may accept or decline any Order for Goods at its discretion and without obligation to inform the Purchaser of its decision. Without limitation:
  - 6.1 Sign Here may require, before supplying the Purchaser with any Goods, that any Order for Goods be recorded in any form determined by Sign Here and/or signed by the Purchaser;
  - 6.2 No Goods will be supplied unless the Purchaser has satisfied Sign Here that the Purchaser has a valid ABN number and provided that number to Sign Here.
7. The Purchaser acknowledges and agrees that the nature and material comprising any Goods, including any component thereof, supplied by Sign Here in respect of any Order is at the sole discretion of Sign Here unless otherwise agreed in writing with the Purchaser.

### Variations to Orders or Goods

8. Acceptance of variations or modifications to any Order or Goods supplied requested by the Purchaser (“**Order Variations**”) are at the sole discretion of Sign Here.
9. For any Order Variations the Purchaser is liable to pay Sign Here:
  - 9.1 For all services, labour and/or other work (of any nature) carried out by Sign Here in performance of or for the purposes of the Variation (“**Variation Work**”), the rates and/or amounts ordinarily charged by Sign Here for such Variation Work or if no ordinary rate and/or amount applies, at a rate of \$120.00 (including GST) per hour or part thereof for the Variation Work;
  - 9.2 If Sign Here engages sub-contractors to carry out Variation Work, an amount equal to the sub-contractor’s charges plus an addition of 30 percent of those charges.

### Artwork Only

10. Where the Goods comprise the delivery or production by Sign Here of only artwork or any form of graphical, representation, imagery or design (“**Artwork**”) only then (without limitation to any other right or obligation under these Conditions) the Purchaser shall pay to Sign Here a further charge of \$120.00 (including GST) if the Artwork is removed from Sign Here’s premises by or at the request of the Purchaser.

### Prices & Payment

11. Unless otherwise expressly agreed by the parties in writing:
  - 11.1 The price payable for Goods is that stipulated in the relevant Order for the Goods;
  - 11.2 All prices for Goods are exclusive of GST and any other taxes applying to the supply of the Goods. The Purchaser is liable to pay Sign Here the amount of any GST and/or other taxes arising from the supply of Goods to or by the request of the Purchaser at the same time as payment for the Goods is made.
12. Unless Sign Here has agreed to grant credit to the Purchaser, payment for Goods purchased must be made by the Purchaser immediately either (at Sign Here’s sole discretion) on or prior to delivery of the Goods.

13. Unless otherwise expressly agreed by the parties in writing, where Sign Here has agreed to grant the Purchaser credit for payment for Goods the Purchaser must:
  - 13.1 Strictly observe and perform the terms of that agreement; and
  - 13.2 In any event and all circumstances, pay for the Goods in full within the period expressly agreed to by Sign Here in writing or, absent agreement, within 30 days from the date of Sign Here’s invoice or demand for payment for the Goods.

14. Sign Here may, in its absolute discretion, refuse to deliver any Goods or perform any Order until the Purchaser fully pays any amounts owed by it to Sign Here for any reason whatsoever whether pursuant to these Conditions or otherwise.
15. Interest is payable by the Purchaser to Sign Here on all amounts overdue for payment pursuant to these Conditions at a rate of 5% per month calculated daily.

### Delivery of Goods

16. Unless expressly agreed otherwise in writing:
  - 16.1 All orders requiring delivery of Goods within the Perth metropolitan area will incur a charge of \$19.75 (plus GST) unless the Purchaser notifies Sign Here of its preferred carrier of choice and any account or other details requested by Sign Here and Sign Here agrees to use that carrier;
  - 16.2 Where practicable, Sign Here will endeavour to use an overnight priority delivery service for delivery of Goods;
  - 16.3 The full costs of packaging and delivery of any Goods outside of the Perth metropolitan area will be charged to the Purchaser.
17. The Purchaser acknowledges and agrees that Sign Here cannot give any assurance about time for delivery of Goods, any stipulated time for delivery is an estimate only and does not constitute a representation or term of contract and time for delivery is not of the essence.

### Security & Risk

18. To the extent any Goods comprise property:
  - 18.1 Risk in the Goods passes to the Purchaser immediately on delivery of them to the Purchaser;
  - 18.2 Title to the Goods remains with Sign Here until Sign Here receives from the Purchaser payment in full for the Goods and all other monies owing by the Purchaser to Sign Here;
  - 18.3 The Purchaser agrees that at all times prior to title in Goods delivered to it passing to the Purchaser it acts as bailee of the Goods for Sign Here.
19. The Purchaser:
  - 19.1 Grants to Sign Here a Security Interest in all the Purchaser’s present and after acquired property as security for the payment of all amounts and performance of all obligations owed by the Purchaser to Sign Here from time to time;
  - 19.2 Acknowledges that if it defaults in such payment or performance Sign Here may exercise all its rights under these Conditions and the PPSA;
  - 19.3 Agrees, to the extent permitted by law, that the following provisions of the PPSA do not apply: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 137, 142 and 143.

### Guarantee

20. In consideration of Sign Here accepting any Order from and/or supplying any Goods to the Purchaser at the Guarantor’s request, the Guarantor unconditionally guarantees the due and punctual observance and performance by the Purchaser of all its liabilities, obligations and agreements (whether monetary or non-monetary, present or future, actual or contingent) to Sign Here arising under or in connection with these Conditions (“**Purchaser’s Obligations**”).
21. The guarantee in clause 20:
  - 21.1 Is a principal obligation and is not ancillary or collateral to any other right or obligation however created or arising;
  - 21.2 May be enforced against the Guarantor without Sign Here first being required to exhaust any remedy it may have against the Purchaser or to enforce any security it may hold relating to the Purchaser’s Obligations;
  - 21.3 Is a continuing guarantee and indemnity for the whole of the Purchaser’s Obligations;



- 21.4 Is absolute, unconditional and irrevocable and remains in full force and effect until the Purchaser's Obligations have been irrevocably discharged in full despite any transaction or other thing and is not affected by any circumstance, act, omission matter or thing which, but for this provision, might otherwise affect it at law or in equity; and
- 21.5 Extends to cover these Conditions as amended, varied or replace, either with or without the consent of the Guarantor.
22. Sign Here is under no obligation to marshal in favour of the Guarantor any security now or in the future held by Sign Here or any funds or assets it may be entitled to receive or claim.
- Designs & Intellectual Property**
23. To the extent any Goods comprise, incorporate, represent or reproduce Artwork and/or other intellectual property of any nature ("Designs") such Designs and all intellectual property in them are and will remain vested in Sign Here. Subject to the performance and discharge of the Purchaser's Obligations, the Purchaser is granted a perpetual licence for the non-exclusive use of the Designs for all reasonable purposes for which the Designs, by their nature, are intended to be used.
- Limited Warranty & Liability**
24. Where the ACL so applies, nothing in these Conditions are intended to or should be construed as purporting to derogate from or exclude any rights provided by the ACL that, by statute, cannot be excluded or modified.
25. Subject to clause 24:
- 25.1 The parties acknowledge and agree that, unless agreed otherwise in writing signed by Sign Here, any warranty, representation or guarantee applying in respect of any Goods (including any component thereof) is limited to that provided by the relevant third party manufacturer or supplier of the Goods (if any); and
- 25.2 Sign Here makes no warranties, representations or guarantees in respect of Goods supplied by it.
26. To the extent permitted by law, the provisions of the *Sale of Goods Act 1895* (WA) and any substantially equivalent to that Act in any jurisdiction does not apply to any Goods and/or Order.
27. The parties acknowledge and agree that, subject to any right or remedy implied or imposed by any legislation which cannot lawfully be excluded or limited:
- 27.1 To the maximum extent permitted by law, the maximum aggregate Liability of Sign Here to the Purchaser or any third parties (whether under statute, contract, tort including negligence, equity or otherwise) arising from or in connection with the supply of any Goods or performance of any Order by Sign Here will in all cases be limited to the price paid or payable by the Purchaser to Sign Here for the supply of Goods or performance of the Order that gave rise to the Liability;
- 27.2 Sign Here will have no Liability to the Purchaser for any Consequential Loss in any circumstance.

**Personal Property Securities Act 2009 (PPSA)**

28. The retention of title arrangement described in clause 8.1 constitutes the grant of a purchase money security interest by the Buyer in favour of the Seller in respect of all present and after-acquired Goods supplied to the Buyer by the Seller.
29. The Buyer must immediately, if requested by the Seller, sign any documents, provide all necessary information and do anything else required by the Seller to ensure that the Seller's purchase money security interest is a perfected security interest.
30. The Buyer will not enter into any security agreement that permits any other person to have or to register any security interest in respect of the Goods or any proceeds from the sale of the Goods until the Seller has perfected its purchase money security interest.
31. The Buyer hereby waives any rights the Buyer may otherwise have had to:
- 31.1 receive any notices the Buyer would otherwise have been entitled to receive under ss 95, 118, 121, 130, 132, or 135;
- 31.2 apply to a Court for an order concerning the removal of an accession under section 97;
- 31.3 object to a proposal of the Buyer to purchase or retain any collateral under ss 130 and 135;
- 31.4 receive a copy of a verification statement confirming registration of a financing statement, or a financing charge statement, relating to any security interest the Seller may have in Goods supplied to the Buyer from time-to-time.
32. For the purposes of this clause 8.2, all references to sections are to sections of the Personal Property Securities Act 2009 (Cth) ("PPSA"), and the expressions 'accession', 'collateral', 'financing statement', 'financing charge statement', 'security agreement', 'security interest', 'perfected security

interest', and 'verification statement' have the meanings given to them under, or in the context of the PPSA.

33. This reservation of title and ownership is effective whether or not the Goods have been altered from their supplied form, or used in a manufacturing or construction process with other goods.

**Privacy**

35. The Purchaser, and where applicable the Guarantor, acknowledges and agrees that for the purposes of assessing any application for credit by the Purchaser, or in connection with any guarantee given by or to assist the Purchaser, Sign Here may collect information about the Purchaser and the individuals associated with the Purchaser, including identity particulars, personal information, information as to land or personal property title from any relevant registry, credit reports and/or information about personal or commercial credit worthiness from any person holding that information including from any bank or trade-referee and from any other credit provider or reporting agency ("Information").
36. By applying for credit with Sign Here, the Purchaser agrees that, subject to the *Privacy Act 1998* (Cth), Sign Here may:
- 36.1 obtain and/or verify Information;
- 36.2 use, disclose or exchange with other credit providers Information for the purposes of assessing any application for credit by the Customer, monitoring the Customer's credit worthiness and for the collection of overdue accounts; and
- 36.3 disclose the contents of Information to any of Sign Here's solicitors and other professional or mercantile agents.

**Default**

37. Without prejudice to any other rights or remedies Sign Here may have, if at any time the Purchaser is in breach of any of the Purchaser's Obligations, Sign Here may in its sole discretion suspend or terminate performance of its obligations under these Conditions or any other obligations it owes to the Purchaser. Sign Here will not be liable to the Purchaser for any Liability including any Consequential Loss because of Sign Here exercising its rights under this clause.
38. The Purchaser acknowledges and agrees that if it breaches any of the Purchaser's Obligations, Sign Here will be entitled, without prejudice to any other remedies it may have, to sue the Purchaser for loss and damages including Consequential Loss.

**Indemnity**

39. Except to the extent caused by Sign Here's wilful misconduct or negligence or that of Sign Here's officers, employees, agents and/or representatives, the Purchaser is liable to and on demand must indemnify Sign Here and its officers, employees agents and/or representatives against any Liability of any kind arising from or incurred in connection with any breach of the Purchaser's Obligations.

**Assignment, Waiver & Severance**

40. The Purchaser shall not assign, whether in whole or part, the Conditions or any rights of obligations hereunder within the prior written consent of Sign Here.
41. No waiver of any of the provisions of these Conditions by Sign Here will be effective unless made in writing and signed by Sign Here. No forbearance or indulgence by Sign Here in enforcing these Conditions shall prejudice or restrict the rights of Sign Here, nor shall any waiver of those rights operate as a waiver of any subsequent breach.
42. Should any part of these Conditions be or become invalid that part shall be severed from these Conditions. Such invalidity shall not affect the validity of the remaining provisions.

**Entire Agreement & Governing Law**

43. These Conditions supersede all prior agreements, arrangements, understandings and undertakings between the parties relating to its subject matter including any credit provided by Sign Here to the Purchaser.
44. These Conditions are governed by the law of Western Australia. Any legal action in relation to these Conditions or any Goods or Order may be brought in any court of competent jurisdiction in the State of Western Australia and the parties submit to the exclusive jurisdiction of those courts.

**Interpretation & Definitions**

45. In interpreting these Conditions:
- 45.1 Headings are for convenience only and do not affect interpretation;
- 45.2 Reference to any party, person or entity includes their executors, administrators, permitted assigns and successors;
- 45.3 References to any person include, as the case may be, a reference to any company, body corporate, incorporated association, trustee and any other entity;



- 45.4 Obligations affecting more than one party bind them jointly and each of them severally;
- 45.5 No rule of construction will apply to the disadvantage of one party on the basis that the party put forward or drafted the terms or any part thereof.
46. In these Conditions unless the context requires otherwise:
- 46.1 **"ACL"** means the Australian Consumer Law;
- 46.2 **"Artwork"** has the meaning given in clause 10;
- 46.3 **"Conditions"** has the meaning given in clause 1;
- 46.4 **"Consequential Loss"** includes special, indirect, consequential, incidental or punitive damages or damages for loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay and whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort, in equity, statute or otherwise.
- 46.5 **"Guarantor"** means the person described as guarantor on any relevant Sign Here credit application form or Order or who in substance has agreed to act as guarantor of the Purchaser's Obligations howsoever described;
- 46.6 **"Information"** has the meaning given in clause 35;
- 46.7 **"Liability"** includes any claim or liability of any nature whatsoever, including without limitation, for payment of debt or in respect of an unjust enrichment, loss or damages, costs charges or expenses (including legal expenses on a full indemnity basis) and Consequential Loss.
- 46.8 **"Order Variations"** has the meaning given in clause 8;
- 46.9 **"Purchaser"** has the meaning given in clause 1;
- 46.10 **"Purchaser's Obligations"** has the meaning given in clause 20;
- 46.11 **"PPSA"** means the *Personal Property Securities Act 2009*; and
- 46.12 **"Security Interest"** has the meaning given in the PPSA.