

TERMS AND CONDITIONS OF TRADE

1. SUPPLY OF PRODUCTS

1.1 Supply

Polyweld will sell and the Customer will buy Products in accordance with this Agreement.

1.2 Exclusion of all other terms and conditions

- (a) This Agreement:
 - (i) includes any schedule that is executed by both parties;
 - (ii) applies to the exclusion of all other terms and conditions and supersedes all terms and conditions previously issued by Polyweld or otherwise agreed between Polyweld and the Customer; and
 - (iii) overrides any terms of purchase used by the Customer to order and purchase the Products.
- (b) No variation of this Agreement is binding unless expressly agreed in writing by an authorised representative of Polyweld.

2. PRODUCT OFFERING

2.1 Price of Products

- (a) Polyweld will advise the Customer of the Purchase Price of the Products.
- (b) Unless expressly stated otherwise, the Purchase Price is exclusive of GST and all other taxes, duties or government charges levied in respect of the Products.
- (c) Unless otherwise stated in a Quote, the Purchase Price includes packing in accordance with Polyweld's standard practice. Any additional or other packing requested by the Customer or reasonably deemed necessary by Polyweld will be at an additional charge.
- (d) Polyweld reserves the right to change the Purchase Price in its absolute discretion.

2.2 Purchase Order and Specifications

- (a) By placing a Purchase Order the Customer accepts the terms and conditions of this Agreement.
- (b) Each Purchase Order must be in writing and include:
 - (i) full details of the Customer, including name, contact details and address;
 - (ii) full description of the requested Products, with all requisite specifications which will include accurate dimensions (using current Polyweld measurement forms or previously agreed to engineering drawings) specifying the context the dimension refers to either as a written description (i.e. "finished size" or "aperture size" and so on) or with clear arrows on a technical drawing that meets the minimum requirements for technical drawings AS1100 with all dimensions in millimetres;
 - (iii) quantity of Products required; and
 - (iv) full Delivery Details.
- (c) In relation to Products to be made to fit an existing structure:
 - (i) the Customer undertakes that the existing structure has been built with straight lines and is an even and consistent geometrical shape;

- (ii) notwithstanding any written or verbal instructions provided by the Customer, Polyweld is unable to make a Product to fit any crooked or out of shape structure.
- (d) In relation to Products that are a pair, the reflected size and shape of each Product must be the same.
- (e) In relation to colour, markings, graphic designs, sign-writing and spray painting:
 - (i) the Customer acknowledges that different colour plastics fade in sunlight at different rates and must select the colour that best meets its needs based on this understanding;
 - (ii) the Customer will receive a final proof with a job number and is responsible for checking the proof for omissions, errors, correctness of; document version, colours, dimension, fonts, images, printed image resolution and any other characteristic the Customer considers to be an error or omission;
 - (iii) the Customer must approve the proof (either via email or other electronic communication or by hard copy) by signing, dating and confirming the proof has been checked and approved. If approval is given by email, the email must state the job number of the proof being approved;
 - (iv) for the avoidance of doubt, any incorrectness, omission or error in a Product which was contained in the proof and approved by the Customer is not a Defect and the Customer will be liable for all costs required to repair, rework, reprint or otherwise rectify such incorrectness, omission or error;
 - (v) if the Customer requires an exact colour match or minimum image resolution the Customer must:
 - A. for Products to be printed, request Polyweld to produce, at an additional cost to the Customer, press proofs which will identify the best CMYK equivalent match or the printed image resolution. If press proofs are not requested, Polyweld will produce the colour based on the embedded colours and resolution in the digital print files used; or
 - B. for Products to be painted, provide Polyweld with a spray-painted card or paint colour code for each colour to be used in the Product.
 - (vi) any alterations Polyweld is required to make to existing artwork will be at an additional cost to the Customer;
 - (vii) if the Customer requests that artwork be designed by Polyweld, then that design work will be at an additional cost to the Customer.
- (f) Polyweld accepts no responsibility or Liability for incomplete, conflicting, unclear or inaccurate specifications. The Customer undertakes to ensure its specifications have been received and understood by Polyweld. If the Customer requests it to do so, Polyweld can arrange for items to be measured and correctly specified.
- (g) Where the Customer supplies an existing sample to be duplicated or where the Customer provides instructions requiring Polyweld to fabricate a Product,

TERMS AND CONDITIONS OF TRADE

Polyweld will make available the production drawings, templates and samples (**Design**) for the Customer's inspection prior to Polyweld commencing to manufacture the Product and the Customer must provide written notice of any Defect in the Design within 24 hours of inspection or before any cutting of material occurs.

- (h) Once accepted by Polyweld, Purchase Orders cannot be cancelled or varied by the Customer without the written approval of Polyweld. Polyweld reserves the right to charge a reasonable cancellation fee.
- (i) Polyweld may change or substitute raw materials, components or products with equivalent strength and specification without notice.

3. INVOICING AND PAYMENT

3.1 Details in Invoice

All Invoices issued by Polyweld will include details of the Purchase Price and any other costs and charges payable by the Customer in accordance with this Agreement, including (where relevant) all reasonable charges associated with the delivery of the Products, which will be paid by the Customer unless otherwise agreed.

3.2 Payment of Purchase Price

- (a) Payment is due prior to delivery or collection of the Products and, in any event, within 5 Business Days of receipt of an Invoice by the Customer.
- (b) Where the Customer has requested multiple delivery dates, Polyweld may choose to issue multiple Invoices.

3.3 Payment in cleared funds

Payment by cheque or other negotiable instrument is not regarded as received until funds are cleared.

3.4 Interest

Without in any way limiting Polyweld's right to require payment in full in accordance with clause 3.2, Polyweld may at its sole discretion charge interest on overdue accounts at the default rate of 0.06% per day.

3.5 Recovery Costs

The Customer must pay all costs and expenses incurred by Polyweld, its advisers, mercantile agents and any other person, in respect of any action instituted or considered against the Customer, whether for debt, possession of Products or otherwise.

3.6 No right to offset

No amount owing, whether present or future, actual, contingent or prospective and on any account whatsoever by the Customer to Polyweld may be offset against any liability whether present, future, actual, contingent or prospective of the Customer to Polyweld under this Agreement or on any other account whatsoever.

3.7 Credit card merchant fees

In addition to the Purchase Price, payments made by credit card will incur the following merchant fee:

- (a) 1.5% for Mastercard or Visa; and
- (b) 2.5% for American Express.

No other credit cards types are accepted.

4. DELIVERY OF PRODUCTS

4.1 Date for Delivery and Delay

- (a) Polyweld will use all commercially reasonable efforts to effect delivery of Products in accordance with the schedule agreed between the Customer and Polyweld (**Delivery Schedule**).
- (b) Polyweld will not be liable for any delay, failure or inability to deliver in accordance with the Delivery Schedule, including any delay caused by a Manufacturer.
- (c) If Polyweld becomes aware of any event likely to affect the Delivery Schedule, Polyweld will give the Customer written notice of the event and take all reasonable steps to minimise the delay.
- (d) A request by the Customer to amend the Delivery Schedule will only be accepted if sufficient time is given to alter Polyweld's production program.
- (e) The Customer is not relieved of an obligation to accept or pay for Products because of any delay in delivery.

4.2 Frustrated Delivery

A charge may be rendered to cover Polyweld's cost of any frustrated delivery (ie the Customer is not present at the delivery location on the date for delivery set out in the Delivery Schedule).

4.3 Products damaged or lost in transit

If Polyweld is responsible for delivery of the Products, Polyweld will, at its option, repair or replace any Products lost or damaged in transit, provided the Customer notifies Polyweld of the loss or damage within 3 Business Days of the delivery or expected delivery.

5. USE OF PRODUCTS

5.1 Engineer's Certificate

Polyweld may provide an Engineer's Certificate for any Product, which may specify certain conditions or limitations for the use of the Product, such as a limited capacity for a load restraint curtain.

5.2 Customer warranty

The Customer warrants not to make use of a Product in breach of any conditions specified in the Engineer's Certificate.

5.3 Information and drawings not part of Agreement

All descriptions, descriptive specifications, drawings, illustrations, data, dimensions or weights contained in Polyweld's catalogues are approximate only, are intended as a general description only and will not form part of this Agreement.

5.4 Disclaimer

Polyweld will not be responsible for any Liabilities resulting directly or indirectly from use of a Product where:

- (a) the Product has not been correctly installed or maintained;
- (b) the Customer has provided inaccurate or incomplete specifications or measurements;
- (c) the truck or trailer onto which the Product is installed, or the use of such vehicle, is not compliant with industry standards or relevant Laws;
- (d) any condition specified in the Engineer's Certificate has not been complied with; or
- (e) the Product does not comply with any descriptions or specifications of the type referred to in clause 5.3.

TERMS AND CONDITIONS OF TRADE

6. DEFECTIVE PRODUCTS

6.1 Inspection

To the extent possible, the Customer must, within 7 Business Days of delivery of the Products, check whether the Products suffer from any Defect.

6.2 Notice of Defect

The Customer must give Polyweld written notice including photographic images or video of any Defect within 7 Business Days of delivery of the Products.

6.3 Customer's obligations

If the Customer gives notice under clause 6.2, it must:

- (a) preserve the Products in the state in which they were delivered to the Customer; and
- (b) at Polyweld's election either:
 - (i) allow Polyweld (or its nominated agent) access to the Customer's premises to inspect Products; or
 - (ii) return the Product at the Customer's expense to Polyweld for inspection.

6.4 Replacement of Products

Polyweld will, at its option, alter, rework or replace Products, supply equivalent Products or pay the cost of acquiring equivalent Products only where:

- (a) the Customer has given written notice under clause 6.2 and complied with clause 6.3, and Polyweld is satisfied with the Customer's claim; or
- (b) if Polyweld elects to have the Products returned to Polyweld (or as Polyweld directs), the Products are returned in the same condition as when first delivered to the Customer.

6.5 Polyweld's liability for Defects

- (a) So far as permitted by Law:
 - (i) Polyweld's liability to the Customer in relation to any Defects is limited to alteration, rework or replacement of Products, supply of equivalent Products or payment of the cost of replacement of Products or acquiring equivalent Products in accordance with clause 6.4;
 - (ii) Polyweld is not liable under any circumstances for damage arising from any Defects except in accordance with this clause 6; and
 - (iii) Polyweld's liability is limited to the Customer only, and does not extend to any successor, assign or subsequent owner of the Product.
- (b) Should a Product returned to Polyweld as Defective be found on inspection by Polyweld not to be Defective, such Product will be returned to the Customer and all charges for the freight and handling will be charged to and must be paid for by the Customer.
- (c) The Customer acknowledges and agrees that Polyweld accepts no liability for any claim of wearing, tearing, puncturing, leaking, fading, tarnishing, cracking, stress fracturing, flex fatigue, ageing, rusting, oxidation, ultraviolet degradation, ozone degradation, resonance or damage from dragging, puncture, heat, flames, explosion, force, civil unrest and that any of the foregoing are not to be classified as "Defects" for the purposes of this Agreement.

7. RETURN OF PRODUCTS

7.1 Polyweld may, at its absolute discretion, allow Products to be returned for credit provided that:

- (a) Polyweld will not accept delivery of a returned Product unless it has received prior written notice from the Customer of the return and has consented to accept the return;
- (b) non-standard items will not be accepted for return;
- (c) returned Products will not be accepted more than 30 days after the date of the relevant Invoice;
- (d) returned Products must be in their original packaging and in a re-saleable condition;
- (e) the Customer must quote or return the original Invoice and pay for freight; and
- (f) Polyweld reserves the right to charge a re-stocking fee on returned Products of at least 20%.

7.2 Where a Product is returned or fails to meet with the Customer's requirements due to inaccurate or incomplete specifications on the Purchase Order or otherwise, Polyweld will, at the Customer's request and expense, attempt to remake, correct or alter the Product.

8. RISK, TITLE AND THE PPSA

8.1 Risk and Insurance

- (a) The risk in the Products passes to the Customer on delivery of the Products to the Customer's requested delivery location or to a freight forwarder nominated or accepted by the Customer (whichever occurs first) (**Delivery**). Polyweld is not liable to the Customer for any loss or damage or deterioration of the Products after Delivery, even if Polyweld arranges freight.
- (b) The Customer must insure the Products for any loss or damage from the date of Delivery. The Customer is responsible for taking out insurance in relation to Delivery.
- (c) Where Delivery is delayed for any reason beyond the reasonable control of Polyweld, and the delay continues for 14 days after Polyweld has notified the Customer that the Products or any part of them are ready to be delivered, the risk of the Products passes to the Customer and Polyweld is entitled to provide an Invoice to the Customer for payment. Polyweld may, at its option, store the Products at its premises or elsewhere and all costs of or incidental to such storage, including insurance, will be payable by the Customer.

8.2 Registration of Title under the *Personal Property Securities Act 2009* (PPSA)

- (a) The Customer consents to Polyweld affecting registration on the PPSA register (in any manner Polyweld considers appropriate) in relation to any security interest contemplated by this Agreement and the Customer agrees to provide all assistance reasonably required to facilitate registration and perfection of Polyweld's security interest so that it has priority over all other security interests in the Products. The Customer waives the right to receive notice of a verification statement in relation to any registration on the PPSA register.
- (b) Notices or documents required or permitted to be given to Polyweld for the purposes of the PPSA must be provided in accordance with the PPSA.

TERMS AND CONDITIONS OF TRADE

8.3 Title and the PPSA

- (a) Ownership of the Products will remain with Polyweld until all amounts owing by the Customer to Polyweld (including without limitation, the Purchase Price of the Products and other debts between the Customer and Polyweld) have been paid in full.
- (b) Until all amounts owing by the Customer have been paid in full, the Customer may use or sell the Products in the ordinary course of its business but only as trustee of Polyweld. The Customer must not represent to any third party that it is acting for Polyweld and Polyweld will not be bound by any contracts with third parties to which the Customer is party.
- (c) If the Customer sells Products in accordance with clause 8.3(b), the Customer must hold the proceeds from any sale on trust for Polyweld. The Customer must not allow any person to have control of, or grant a security interest over, the proceeds or any accounts in which they are held.
- (d) Until all amounts owing by the Customer have been paid in full, the Customer may, subject to clause 8.3(b), take possession of the Products and hold them on trust for Polyweld. The Customer must store the Products in such a manner that they are readily distinguishable from the other products held by the Customer and so that it is clear the Products are the property of Polyweld.
- (e) Polyweld may, at its discretion, apply amounts it receives from the Customer towards amounts owing to it in such order as Polyweld chooses.

8.4 Application of PPSA

If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising in connection with this Agreement, the Customer agrees that the following provisions of the PPSA will not apply to the enforcement of this Agreement:

- (a) section 95 (notice of removal accession), to the extent it requires Polyweld to give notice to the Customer;
- (b) section 96 (when a person with an interest in the whole may retain an accession);
- (c) subsection 121(4) (enforcement of liquid assets notice to grantor);
- (d) section 125 (obligation to dispose of or retain collateral);
- (e) section 130 (notice of disposal) to the extent it requires Polyweld to give a notice to the Customer;
- (f) section 132(3)(d) (contents of statement of account after disposal);
- (g) section 132(4) (statement of account if no disposal)
- (h) section 135 (notice of retention);
- (i) section 142 (redemption of collateral); and
- (j) section 143 (reinstatement of security agreement).

9. WARRANTIES, GUARANTEES AND CONDITIONS

- 9.1 All implied guarantees, warranties and conditions (including warranties as to the quality or fitness for purpose of Products) are excluded to the maximum extent permitted by Law.
- 9.2 To the maximum extent permitted by Law, Polyweld is not liable for:

- (a) any Consequential Loss under or in connection with this Agreement; or
- (b) any loss or damage to the Products resulting from any action or omission on the part of Polyweld, or the employee, contractors or agents of Polyweld.

9.3 In addition to Polyweld's liability for Defects under clause 6.5, Polyweld will provide a 12 month warranty of the Product for faulty workmanship and/or faulty materials. If Polyweld is satisfied that a Product is Defective due to faulty workmanship and/or faulty materials, it will either refund the Purchase Price or replace the Product, at Polyweld's sole discretion.

10. INTELLECTUAL PROPERTY

10.1 No licence or assignment

The Customer's purchase of Products does not confer on the Customer any licence or assignment of any copyright, patent, design or trademark, or any other intellectual property right (whether registered, registrable or not) that subsists in the Products.

10.2 No warranty

Polyweld makes no representation or warranty to the Customer of any kind, express or implied, that the Products will not infringe any intellectual property rights of a third party.

11. CUSTOMER'S PROPERTY

Where any vehicle or other property of the Customer is stored on Polyweld's premises, such storage will be at the Customer's risk. Any Products or other property belonging to the Customer, including items being replaced, which are left on Polyweld's premises for longer than 30 days will be disposed of and costs of disposal will be charged to the Customer.

12. INDEMNITY

The Customer indemnifies Polyweld against any Liabilities which Polyweld suffers, incurs or is liable for as a result, directly or indirectly, of:

- 12.1 any breach of this Agreement by the Customer; or
- 12.2 any negligent act or omission by the Customer.

13. PRIVACY INFORMATION

13.1 Handling of personal information

The Customer agrees that Polyweld may, to the extent permitted by law:

- (a) exchange the Customer's personal information with its Related Bodies Corporate;
- (b) use or disclose personal information about the Customer:
 - (i) for the management of the Customer's account and administrative purposes including research, planning, service development, security and risk management;
 - (ii) where a third party acquires or wishes to acquire, or makes inquiries in relation to acquiring, an interest in Polyweld's business;
 - (iii) for the investigation and prevention of fraud and crime prevention and investigation; or
 - (iv) to the extent that Polyweld is required or authorised by Law to do so; and

TERMS AND CONDITIONS OF TRADE

- (c) share personal information with Polyweld's service providers including organisations that provide archival, auditing, debt collection, banking, marketing, advertising, mailhouse, delivery, recruitment, call centre, technology, research, utility, professional advisory and security services.

13.2 Access to personal information

The Customer may request access to any of its personal information which Polyweld may hold.

14. TERMINATION

14.1 Breach of agreement

Polyweld may terminate this Agreement with immediate effect by giving written notice to the Customer if:

- (a) the Customer breaches any material provision of this Agreement (including without limitation any breach in respect of an obligation to pay money) and fails to remedy the breach within 7 days after receiving notice requiring it to do so; and
- (b) the Customer breaches a material provision of the Agreement where that breach is not capable of remedy.

14.2 Termination events

The Customer must notify Polyweld immediately if:

- (a) it disposes of the whole or any material part of its assets, operations or business;
- (b) there is a change in ownership of the Customer;
- (c) it ceases to carry on business;
- (d) it ceases to be able to pay its debts as they become due;
- (e) any step is taken by a mortgagee to take possession or dispose of the whole or part of its assets, operations or business;
- (f) any step is taken to enter into any arrangement between it and its creditors; or
- (g) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person in relation to the whole or part of its assets, operations or business.

14.3 Termination for termination events

Polyweld may terminate the Agreement immediately without notice if any event referred to in clause 14.2 occurs.

15. AFTER TERMINATION

15.1 After termination

If the Agreement is terminated the Customer must, within 5 Business Days of termination, pay Polyweld all amounts it owes Polyweld irrespective of whether those amounts have fallen due and whether or not an Invoice has been issued by Polyweld.

15.2 Surviving provisions

Clauses 1 and 6 to 11 inclusive continue to apply after termination of the Agreement.

16. FORCE MAJEURE

No party is liable for any failure to perform or delay in performing its obligations under this Agreement if that failure or delay is due to a Force Majeure Event. If that failure or delay exceeds 90 days,

the other party may terminate the Agreement with immediate effect by giving written notice to the other party. This clause does not apply to any obligation to pay money.

17. ASSIGNMENT

Polyweld may in its absolute discretion sub-contract the manufacture or delivery of the Products or otherwise assign this Agreement. The Customer must not otherwise assign or deal with the Agreement or any rights under the Agreement without the prior written consent of Polyweld.

18. GENERAL PROVISIONS

18.1 Notice

A notice to be given by a party to another party under the Agreement must be in writing and sent to the address previously nominated by that party and will be deemed to be duly given:

- (a) in the case of hand delivery, on the day of delivery;
- (b) three Business Days after the date of posting by pre-paid registered post; or
- (c) if sent by facsimile or email, when sent.

18.2 Electronic signatures binding

Delivery of a signature page of this Agreement by facsimile or by PDF file shall be effective as delivery of a manually executed version of this Agreement and shall be deemed legally binding.

18.3 Costs

Each party must bear its own costs for the preparation and execution of the Agreement.

18.4 Governing Law

This Agreement is governed by the Law applicable in the State of Victoria, and the parties consent to the exclusive jurisdiction of the courts of the State of Victoria.

18.5 Time

Time is not of the essence except in relation to payment.

18.6 Business Day

Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the next Business Day.

18.7 Waiver

The failure of a party at any time to require performance of any obligation under the Agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; or
- (b) at any other time to require performance of that or any other obligation under the Agreement.

18.8 Unenforceable provision

- (a) If a provision of, or the application of a provision of, this Agreement is void, illegal or unenforceable in any jurisdiction, it does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- (b) Where a clause in this Agreement is void, illegal or unenforceable, it may be severed without affecting

TERMS AND CONDITIONS OF TRADE

the enforceability of the other provisions in this Agreement.

18.9 Relationship between the parties

Nothing in this Agreement creates any fiduciary relationship, nor any partnership, joint venture or agency relationship between the parties.

19. INTERPRETATION

In interpreting this Agreement:

- 19.1 any reference to a party includes its successors and permitted assigns;
- 19.2 headings are for convenience only and have no legal effect;
- 19.3 the singular includes the plural and vice versa;
- 19.4 "including" and similar words do not imply any limitation;
- 19.5 a reference to '\$' is to the Australian dollar;
- 19.6 a reference to legislation or a legislative provision includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- 19.7 if the performance of an obligation under this Agreement falls due on a weekend or public holiday, it must be performed on the next Business Day.

20. DEFINITIONS

Unless otherwise inconsistent with the context:

- 20.1 **Agreement** means the agreement constituted by these Terms and Conditions of Trade and the applicable Purchase Order.
- 20.2 **Business Day** means a day on which trading banks are open for business in Melbourne, Australia, except a Saturday, Sunday or public holiday.
- 20.3 **Consequential Loss** means any loss or damage suffered by the Customer or any other person which is indirect or consequential; or which is by way of loss of revenue, loss of profits, loss of goodwill or credit, loss of business reputation, future reputation or publicity, loss of use, loss of interest, damage to credit rating, or loss or denial of opportunity.
- 20.4 **Customer** means a customer supplied or to be supplied Products by Polyweld.
- 20.5 **Defect** means a defect, flaw or imperfection in a Product which prevents the Product from being used for the purposes intended under this Agreement or which makes the use of the Product dangerous, but does not include any flaw or defect resulting from Polyweld complying with measurements or specifications provided by the Customer, anything which is noted in the Engineer's Certificate or has been disclosed as a feature or limitation of the Product by Polyweld prior to the date of purchase, any defect, flaw or imperfection that is trivial or insubstantial, any inexact colour match where the Customer has not complied with the requirements in clause 2.2, any omission or error which was contained in the proof and approved by the Customer in accordance with clause 2.2(e) or any of the conditions listed in clause 6.5(c).
- 20.6 **Delivery Details** means the requested details of delivery of the Products set out in the Purchase Order, including details of multiple delivery dates (where applicable), date, time, location, and freight forwarder or port of delivery (where applicable).

- 20.7 **Engineer's Certificate** means the certificate provided by Polyweld to the Customer in accordance with clause 5.1.
- 20.8 **Force Majeure Event** means any failure or delay in the performance of a party's obligations under this Agreement as a result of a national strike, lockout, work stoppage, labour dispute, material shortage, utility outage, delay in transportation, fire, flood, earthquake, severe weather, act of God, accident, trade sanction, embargo, act of war, act of terror, condition caused by national emergency, new or changed Law, or any other act or cause beyond the reasonable control and without fault of the delayed party, and whether affecting that party or its agents, subcontractors, dealers or suppliers, for as long as the circumstances prevail.
- 20.9 **GST** means any goods and services tax and any replacement or similar tax.
- 20.10 **GST Law** means *A New Tax System (Goods and Services Tax) 1999 (Cth)*.
- 20.11 **Invoice** means Polyweld's invoice for Products issued in accordance with clause 3.1 of this Agreement.
- 20.12 **Law** means any legislation, ordinance, regulation, bylaw, order, award, proclamation, direction and practice note of the Commonwealth, State or Territory or any government agency, certificate, licence, consent, permit, approval, qualification, registration, standard and requirement, or any other Law from which legal rights and obligations arise.
- 20.13 **Liabilities** means all damages, losses, liabilities, costs, charges, expenses, outgoings or payments (whether direct or indirect, consequential or incidental) including any damages, losses, liabilities, costs, charges, expenses, outgoings or payments in respect of any damage to property or injury to, or death of, any person.
- 20.14 **Manufacturer** means a third party entity engaged by Polyweld to manufacture Products.
- 20.15 **Personnel** means all employees, officers, agents and contractors.
- 20.16 **Polyweld** means Polyweld Pty Ltd ABN 35 007 433 212 of 259 Rex Road, Campbellfield, Victoria and each of its Related Bodies Corporate, successors and assigns.
- 20.17 **Products** means products supplied by Polyweld as set out in the applicable Purchase Order.
- 20.18 **Purchase Order** means any order for Products, including the Delivery Details, placed by the Customer in accordance with clause 2.2.
- 20.19 **Purchase Price** means, except where a Quote has been provided, the list price of Products at the date of dispatch of the Products, as provided by Polyweld in accordance with clause 2.1.
- 20.20 **Quote** means a written statement of price given by Polyweld to the Customer for supplying specified Products, which may include specified terms and conditions such as packing and delivery requirements.
- 20.21 **Related Body Corporate** has the meaning given in section 9 of the *Corporations Act 2001 (Cth)*.