

AOH INDUSTRIES

PTY LTD | AOH MANUFACTURING

TERMS & CONDITIONS

Original agreement • 10 July 2026

ABN 98 666 106 136

Booie, Queensland, Australia

www.aohmanufacturing.com.au

SECTION 1 – DEFINITIONS & INTERPRETATION

1.1 Purpose

This Agreement establishes the contractual relationship between **AOH Industries Pty Ltd** ("AOH") and the Buyer for the procurement, coordination, importation and delivery of Goods manufactured by independent overseas Manufacturers.

This Agreement governs all quotations, orders, invoices, payment plans, procurement services, freight arrangements, logistics services and related services supplied by AOH unless otherwise agreed in writing.

This Agreement shall be read together with:

- Any quotation issued by AOH;
- Any invoice issued by AOH;
- Any approved drawings;
- Product specifications;
- Production approvals;
- Payment plans;
- Freight documentation;
- Warranty documentation;
- Special Conditions;
- Any written variation signed or approved by AOH.

Where any inconsistency exists, the following order of precedence shall apply:

1. Special Conditions;
2. Approved Written Variations;
3. Quotation;
4. This Agreement;
5. Product Specifications;
6. Any other supporting documentation.

1.2 Definitions

Unless the context otherwise requires, the following definitions apply throughout this Agreement.

ACL

ACL means the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*, including all amendments, successor legislation and regulations.

AOH

AOH, Agent, Company, we, our, or us means **AOH Industries Pty Ltd (ABN 98 666 106 136)** together with its directors, officers, employees, contractors, authorised representatives, subcontractors, agents and successors.

Agreement

Agreement means this Import Procurement & Agency Agreement together with every:

- quotation;
 - invoice;
 - payment schedule;
 - approved drawing;
 - specification;
 - engineering document;
 - freight document;
 - transport document;
 - warranty documentation;
 - variation;
 - special condition; and
 - any document expressly incorporated into this Agreement.
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Australian Supplier

Australian Supplier means any Australian business engaged by AOH or the Manufacturer to supply components, fittings, accessories, installation materials or other goods incorporated into the Buyer's order.

Buyer

Buyer, Customer, Purchaser, Principal, Client, you or your means every person, company, trust, partnership, government body or other legal entity placing an order through AOH.

Where more than one Buyer enters into this Agreement, each Buyer is jointly and severally liable for every obligation under this Agreement.

Business Day

Business Day means any day other than:

- Saturday;
 - Sunday; or
 - Public Holiday observed in Queensland, Australia.
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Carrier

Carrier means any freight company, transport provider, shipping company, courier, logistics company or subcontractor engaged in transporting the Goods.

Commencement of Production

Production Commencement occurs immediately upon the earliest occurrence of any of the following:

- production allocation;
- engineering work commencing;
- drafting commencing;
- ordering of materials;
- ordering of components;
- ordering of electrical equipment;
- ordering of plumbing equipment;
- cutting steel;
- fabrication;
- welding;
- painting;
- assembly;
- commencement of manufacture;
- reservation of factory production capacity;
- reservation of shipping container space; or
- any irreversible manufacturing commitment made by the Manufacturer.

For the purposes of this Agreement, Production Commencement may occur before physical manufacture begins.

Container Allocation

Container Allocation means the reservation or allocation of shipping space within an international shipping container for the Buyer's Goods.

Contract Price

Contract Price means the total amount payable by the Buyer including:

- manufacturing costs;
 - procurement services;
 - freight;
 - customs;
 - duties;
 - transport;
 - insurance;
 - administration;
 - optional assembly;
 - optional installation;
 - GST where applicable; and
 - any approved variations.
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Delivery

Delivery means the completion of delivery of the Goods to:

- the Buyer's nominated address;
 - the Buyer's nominated Carrier;
 - collection by the Buyer; or
 - any location nominated by the Buyer.
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Force Majeure Event

Force Majeure Event includes, without limitation:

- war;
 - terrorism;
 - riots;
 - civil unrest;
 - industrial disputes;
 - pandemics;
 - epidemics;
 - quarantine restrictions;
 - government intervention;
 - customs delays;
 - biosecurity inspections;
 - port congestion;
 - shipping delays;
 - vessel breakdown;
 - natural disasters;
 - flood;
 - cyclone;
 - bushfire;
 - earthquake;
 - supplier insolvency;
 - factory shutdowns;
 - labour shortages;
 - shortages of raw materials;
 - electricity interruptions; or
 - any event beyond the reasonable control of AOH.
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Goods

Goods means every product procured through AOH including but not limited to:

- portable buildings;
 - modular buildings;
 - shipping container buildings;
 - commercial refrigeration;
 - commercial kitchen equipment;
 - machinery;
 - generators;
 - trailers;
 - agricultural equipment;
 - industrial equipment;
 - spare parts;
 - accessories;
 - fabricated products; and
 - any other goods supplied through AOH's procurement services.
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GST

GST has the meaning given under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Intellectual Property

Intellectual Property includes all:

- drawings;
 - engineering designs;
 - CAD files;
 - specifications;
 - plans;
 - photographs;
 - marketing material;
 - trademarks;
 - copyrights;
 - trade secrets;
 - confidential information; and
 - other intellectual property rights.
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Manufacturer

Manufacturer means the independent overseas manufacturing company responsible for producing the Goods.

The Manufacturer is not an employee, subsidiary or controlled entity of AOH unless expressly stated in writing.

Procurement Services

Procurement Services means every professional service supplied by AOH including but not limited to:

- product sourcing;
- supplier identification;
- quotation preparation;
- procurement consulting;
- price negotiations;

- engineering coordination;
 - production coordination;
 - supplier liaison;
 - quality communication;
 - shipping coordination;
 - container booking;
 - customs coordination;
 - Australian logistics;
 - freight coordination;
 - payment collection;
 - administration;
 - after-sales communication;
 - warranty assistance; and
 - any other consulting or coordination services agreed between the parties.
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Services

Services means every service supplied by AOH which is separate from the physical manufacture of the Goods.

Site

Site means the location nominated by the Buyer for delivery, installation or use of the Goods.

Specifications

Specifications include:

- dimensions;
- layouts;
- engineering details;
- colours;
- finishes;
- materials;
- inclusions;
- exclusions;
- options;
- fixtures;
- electrical requirements;
- plumbing requirements;

- accessories;
 - equipment selections;
 - approved drawings; and
 - any written instructions supplied or approved by the Buyer.
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Variation

Variation means any change requested by the Buyer after acceptance of the quotation, including any alteration to:

- dimensions;
 - engineering;
 - materials;
 - colours;
 - finishes;
 - inclusions;
 - layout;
 - equipment;
 - accessories;
 - delivery arrangements;
 - installation;
 - freight;
 - production scheduling; or
 - any other part of the order.
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1.3 Interpretation

Unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing one gender include every gender;
- (d) references to legislation include any amendment, replacement or re-enactment of that legislation;
- (e) references to a person include an individual, company, partnership, trust, incorporated association, statutory authority or other legal entity;
- (f) the words "including", "includes" and "include" are to be interpreted as meaning "including without limitation";

(g) where an obligation is imposed on more than one Buyer, each Buyer is jointly and severally liable;

(h) no rule of construction shall apply against a party merely because that party prepared this Agreement.

1.4 Electronic Acceptance

The Buyer agrees that this Agreement may be accepted electronically.

Without limitation, acceptance occurs upon the earliest of:

- signing this Agreement;
- signing a quotation;
- approving drawings;
- accepting a quotation by email;
- accepting a quotation by SMS;
- accepting a quotation by electronic messaging;
- payment of a deposit;
- payment of an invoice;
- commencement of a payment plan;
- requesting production to commence; or
- instructing AOH to proceed with procurement.

Electronic acceptance shall have the same legal effect as execution by handwritten signature.

1.5 Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the procurement services supplied by AOH and supersedes all previous discussions, negotiations, representations, understandings and agreements except where expressly incorporated into this Agreement in writing.

No verbal statement, estimate, representation or promise shall form part of this Agreement unless expressly confirmed in writing by AOH.

1.6 Survival

Any clause which, by its nature, is intended to survive termination or completion of this Agreement shall continue in full force and effect, including but not limited to clauses relating to:

- payment obligations;
- warranties;
- indemnities;
- confidentiality;
- limitation of liability;
- dispute resolution;
- intellectual property;
- governing law; and
- Australian Consumer Law.

SECTION 2 – APPOINTMENT OF AOH AS IMPORT PROCUREMENT, LOGISTICS & PAYMENT COLLECTION AGENT

2.1 Appointment

The Buyer hereby irrevocably appoints **AOH Industries Pty Ltd ("AOH")** as its authorised procurement, importation, logistics and payment collection agent for the purpose of sourcing, procuring, coordinating the manufacture, importing and arranging delivery of Goods manufactured by independent overseas Manufacturers.

The Buyer acknowledges that AOH accepts such appointment solely in accordance with the terms of this Agreement.

2.2 Nature of Appointment

The Buyer expressly acknowledges and agrees that AOH's role is limited to providing professional procurement and importation services including, but not limited to:

- identifying suitable Manufacturers;
- sourcing products;
- obtaining quotations;
- negotiating pricing;
- negotiating specifications;
- negotiating production schedules;
- coordinating engineering enquiries;
- coordinating production;

- monitoring manufacturing progress;
- coordinating quality communications;
- arranging factory inspections where available;
- reserving production capacity;
- reserving international container space;
- arranging international freight;
- coordinating customs clearance;
- coordinating Australian transport;
- facilitating warranty communication;
- facilitating after-sales support; and
- providing any other procurement or consulting services agreed in writing.

The Buyer acknowledges that these services are separate and distinct from the physical manufacture of the Goods.

2.3 Scope of Authority

The Buyer authorises AOH, acting as the Buyer's appointed procurement agent, to undertake all actions reasonably necessary to fulfil the Buyer's procurement requirements including, without limitation:

- communicating directly with Manufacturers;
- requesting quotations;
- accepting quotations;
- confirming production;
- issuing purchase orders;
- confirming specifications approved by the Buyer;
- arranging engineering discussions;
- coordinating design changes approved by the Buyer;
- collecting payments;
- remitting payments to Manufacturers;
- engaging freight providers;
- engaging customs brokers;
- engaging transport providers;
- obtaining shipping documentation;
- coordinating inspections;
- coordinating export documentation;
- coordinating import documentation;
- arranging delivery; and
- undertaking any administrative function reasonably required to complete the procurement process.

The Buyer authorises AOH to communicate with third parties on the Buyer's behalf where reasonably necessary to fulfil the procurement process.

2.4 Payment Collection Authority

The Buyer expressly authorises AOH to receive, hold, administer and distribute monies relating to the Buyer's order.

The Buyer acknowledges that AOH may collect the full Contract Price on behalf of the Manufacturer together with any fees payable to AOH for procurement, consulting, logistics, freight coordination, administration or any other agreed services.

Payments collected by AOH may be distributed to:

- the Manufacturer;
- freight providers;
- shipping companies;
- customs brokers;
- Australian suppliers;
- transport providers;
- storage providers;
- insurance providers;
- subcontractors; and
- other suppliers involved in fulfilling the Buyer's order.

The Buyer acknowledges that payment to AOH constitutes payment made towards the Buyer's procurement arrangement.

2.5 Independent Overseas Manufacturers

The Buyer acknowledges that all Goods are manufactured by independent overseas Manufacturers.

AOH does not own, operate, manage or control the manufacturing facilities unless expressly stated otherwise in writing.

The Buyer further acknowledges that Manufacturers remain independent businesses responsible for the manufacture of the Goods.

Nothing contained within this Agreement shall be interpreted as creating a partnership, joint venture or employment relationship between AOH and any Manufacturer.

2.6 No Manufacturing Services by AOH

Unless expressly agreed in writing, AOH does not:

- manufacture Goods;

- fabricate Goods;
- construct Goods;
- assemble Goods;
- design Goods;
- engineer Goods;
- certify Goods;
- test Goods;
- modify Goods;
- warrant Goods; or
- supervise factory employees.

Any optional assembly, installation or modification services performed by AOH within Australia shall be limited solely to those services expressly described within the Buyer's quotation or invoice.

2.7 Procurement Services Commence Immediately

The Buyer acknowledges that procurement services commence immediately following acceptance of the Buyer's order.

Such services may include:

- supplier engagement;
- engineering discussions;
- quotation confirmation;
- pricing negotiations;
- production scheduling;
- ordering materials;
- coordinating factory resources;
- administration;
- shipping planning;
- freight bookings;
- customs preparation;
- production monitoring; and
- allocation of internal resources by AOH.

The Buyer acknowledges that many procurement activities are irreversible once commenced and involve costs being incurred immediately following order confirmation.

2.8 Buyer's Acknowledgement

The Buyer acknowledges and agrees that:

- (a) AOH has been appointed because of its procurement expertise and established relationships with overseas Manufacturers;
- (b) AOH's role is to coordinate procurement, logistics and communication throughout the procurement process;
- (c) AOH is not engaged to provide engineering certification, legal advice, financial advice or planning advice unless expressly agreed in writing;
- (d) the Buyer has independently selected the Goods and has determined that the Goods are suitable for the Buyer's intended use;
- (e) the Buyer has had the opportunity to obtain independent professional advice before entering into this Agreement;
- (f) the Buyer understands that international procurement involves commercial risks including production delays, freight delays, customs delays, exchange rate movements, material shortages and Force Majeure Events;
- (g) the Buyer accepts those commercial risks subject to any rights that cannot lawfully be excluded under the Australian Consumer Law.
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2.9 Commercial Agency Relationship

The parties acknowledge that AOH performs procurement and coordination services as an independent commercial contractor.

Nothing contained in this Agreement shall be interpreted as creating:

- a partnership;
 - a joint venture;
 - a fiduciary relationship beyond the scope of the procurement appointment;
 - an employment relationship;
 - an agency relationship between the Buyer and any other customer of AOH; or
 - any authority for the Buyer to bind AOH or the Manufacturer to any agreement except as expressly authorised.
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2.10 Reliance Upon Buyer's Instructions

AOH is entitled to rely upon all instructions, approvals, specifications, drawings, selections and information provided by the Buyer.

Unless AOH has actual knowledge that an instruction is manifestly incorrect, AOH shall not be liable for acting in accordance with the Buyer's instructions.

The Buyer indemnifies AOH against any loss, cost, delay or expense arising from incorrect, incomplete, inconsistent or misleading information supplied by the Buyer.

2.11 Standard of Care

AOH agrees to perform its procurement services with reasonable care, skill and diligence consistent with accepted commercial practices within the international procurement and import industry.

Except to the extent required by law, AOH does not guarantee:

- Manufacturer performance;
 - production timeframes;
 - shipping schedules;
 - customs processing times;
 - availability of materials;
 - exchange rates;
 - freight pricing;
 - regulatory approvals; or
 - outcomes outside AOH's reasonable control.
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2.12 Australian Consumer Law

Nothing in this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Where a provision of this Agreement is inconsistent with a non-excludable right under the Australian Consumer Law, that statutory right shall prevail to the extent of the inconsistency while the remainder of this Agreement shall continue in full force and effect.

SECTION 3 – NATURE OF THE COMMERCIAL RELATIONSHIP

3.1 Commercial Relationship

The Buyer acknowledges and agrees that AOH Industries Pty Ltd ("AOH") operates as an independent import procurement, logistics coordination and payment collection agency.

AOH's business is to facilitate the procurement, manufacture, importation and delivery of Goods manufactured by independent overseas Manufacturers.

AOH does not operate as a traditional retailer of imported products.

The Buyer acknowledges that AOH has been engaged because of its experience, commercial relationships and expertise in international procurement, supplier management, logistics and importation.

3.2 Procurement Agent

The Buyer appoints AOH to act solely as the Buyer's procurement and import coordination agent for the Goods described in the applicable quotation.

The Buyer acknowledges that AOH's responsibilities are limited to the procurement services expressly described within this Agreement.

Except where expressly agreed in writing, AOH is not engaged to provide:

- engineering services;
 - architectural services;
 - building design;
 - certification;
 - legal advice;
 - financial advice;
 - tax advice;
 - project management beyond procurement;
 - building supervision;
 - construction services;
 - manufacturing services; or
 - any professional service outside the agreed procurement scope.
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3.3 Manufacturer Relationship

The Buyer expressly acknowledges that all Goods are manufactured by independent overseas Manufacturers.

Unless expressly stated otherwise in writing:

- the Manufacturer is not owned by AOH;
- the Manufacturer is not employed by AOH;
- the Manufacturer is not controlled by AOH;
- the Manufacturer is not a subsidiary of AOH;
- the Manufacturer is not an agent of AOH.

The Manufacturer operates as an independent commercial entity responsible for its own manufacturing operations.

3.4 Manufacturer Responsibilities

The Buyer acknowledges that responsibility for the manufacture of the Goods remains with the Manufacturer.

Without limitation, the Manufacturer is responsible for:

- engineering;
- structural design;
- manufacturing methods;
- fabrication;
- welding;
- assembly;
- workmanship;
- production quality;
- factory quality control;
- manufacturing tolerances;
- materials used;
- finishes;
- factory testing;
- product performance;
- manufacturing defects;
- replacement components;
- technical manufacturing advice;
- factory recalls;
- manufacturer warranties; and
- compliance with any specifications expressly accepted by the Manufacturer.

Where a manufacturing issue arises, AOH may assist by communicating with the Manufacturer, however responsibility for manufacturing decisions remains with the Manufacturer.

3.5 AOH Responsibilities

The Buyer acknowledges that AOH's responsibilities are limited to procurement, coordination and associated services.

These services may include:

- sourcing Manufacturers;
- obtaining quotations;

- negotiating pricing;
- coordinating production;
- communicating specifications approved by the Buyer;
- coordinating engineering discussions;
- coordinating production updates;
- coordinating freight;
- arranging customs clearance;
- coordinating Australian transport;
- collecting payments;
- remitting payments;
- coordinating warranty communication;
- facilitating after-sales support; and
- providing any additional services specifically agreed in writing.

The Buyer acknowledges that AOH performs these services using reasonable care and skill consistent with accepted commercial practice.

3.6 Independent Commercial Decisions

The Buyer acknowledges that they have independently assessed the suitability of the Goods for their intended use.

The Buyer further acknowledges that they have had the opportunity to:

- inspect specifications;
- obtain independent engineering advice;
- obtain building advice;
- obtain legal advice;
- obtain financial advice;
- consult relevant authorities;
- seek clarification from AOH; and
- conduct their own enquiries prior to entering into this Agreement.

The Buyer acknowledges that they have not relied solely upon any estimate, opinion or recommendation made by AOH unless expressly incorporated into this Agreement in writing.

3.7 Procurement Does Not Guarantee Outcomes

The Buyer acknowledges that international procurement involves numerous independent parties and circumstances beyond the reasonable control of AOH.

Accordingly, AOH cannot guarantee:

- production dates;

- completion dates;
- vessel departure dates;
- shipping schedules;
- customs clearance times;
- biosecurity clearance;
- port availability;
- availability of raw materials;
- supplier staffing levels;
- international freight pricing;
- exchange rates;
- supplier production capacity;
- government approvals;
- import processing times; or
- any other event outside AOH's reasonable control.

Estimated delivery dates provided by AOH are estimates only and do not constitute guaranteed delivery dates unless expressly agreed in writing.

3.8 No Representation of Ownership

The Buyer acknowledges that references made by AOH to products including expressions such as:

- "our products";
- "our range";
- "our buildings";
- "our containers";
- "our machinery";
- "our equipment"; or
- similar marketing terminology,

are used solely for marketing and identification purposes and do not of themselves indicate that AOH manufactured the Goods or is the legal manufacturer.

3.9 Communications With Manufacturers

The Buyer authorises AOH to communicate with Manufacturers on the Buyer's behalf throughout the procurement process.

The Buyer acknowledges that communications may include:

- quotations;
- production updates;
- engineering queries;

- drawing approvals;
- manufacturing instructions;
- freight arrangements;
- shipping documentation;
- warranty enquiries;
- spare parts requests;
- technical information; and
- after-sales support.

The Buyer agrees that AOH may rely upon instructions received from the Buyer when communicating with the Manufacturer.

3.10 International Procurement Risks

The Buyer acknowledges that importing goods from overseas involves commercial risks which may include, without limitation:

- manufacturing delays;
- shortages of materials;
- supplier delays;
- labour shortages;
- shipping delays;
- vessel schedule changes;
- customs inspections;
- biosecurity inspections;
- quarantine requirements;
- exchange rate fluctuations;
- changes in government regulations;
- increases in freight charges;
- port congestion;
- industrial disputes;
- force majeure events;
- supplier insolvency; and
- circumstances beyond the reasonable control of AOH.

The Buyer accepts that these risks are inherent in international procurement.

3.11 Good Faith Performance

AOH agrees to perform its procurement services honestly, professionally and with reasonable care and skill.

Where issues arise during the procurement process, AOH will use reasonable commercial efforts to:

- communicate with relevant parties;
- assist in resolving issues;
- minimise delays where reasonably possible; and
- keep the Buyer informed of significant developments.

Nothing in this clause requires AOH to incur unreasonable expense or undertake obligations beyond the scope of this Agreement.

3.12 No Waiver of Statutory Rights

Nothing contained in this Agreement is intended to exclude, restrict or modify any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Where any provision of this Agreement is inconsistent with a non-excludable statutory right, that statutory right shall prevail to the extent of the inconsistency, and the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 4 – MANUFACTURER RELATIONSHIP, PRODUCT RESPONSIBILITY & ALLOCATION OF RESPONSIBILITIES

4.1 Independent Overseas Manufacturers

The Buyer acknowledges and agrees that all Goods procured through AOH Industries Pty Ltd ("AOH") are manufactured by independent overseas Manufacturers.

Unless expressly agreed in writing, the Manufacturer is:

- an independent commercial entity;
- not owned by AOH;
- not operated by AOH;
- not controlled by AOH;
- not employed by AOH;
- not a subsidiary of AOH;
- not a franchise of AOH; and

- not authorised to make contractual commitments on behalf of AOH except where expressly authorised in writing.

AOH acts solely as an independent procurement, logistics and payment collection agent.

4.2 Buyer's Acknowledgement

The Buyer acknowledges that:

- (a) AOH has not represented itself as the manufacturer of the Goods;
 - (b) the Goods are manufactured by an independent overseas Manufacturer selected by the Buyer or recommended by AOH;
 - (c) AOH's role is limited to procurement, coordination, importation, logistics and associated consulting services;
 - (d) the Manufacturer retains responsibility for the manufacturing process;
 - (e) AOH's collection of payment does not alter the nature of AOH's appointment as procurement and payment collection agent.
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4.3 Manufacturer Responsibilities

Subject to any rights that cannot lawfully be excluded, the Manufacturer is solely responsible for matters relating to manufacture including, without limitation:

- engineering;
- structural design;
- fabrication;
- welding;
- machining;
- assembly;
- workmanship;
- production methods;
- production quality;
- factory quality control;
- factory inspections;
- materials used;
- finishes;
- coatings;
- dimensions;
- tolerances;
- manufacturing defects;

- product performance;
- replacement components;
- technical manufacturing advice;
- product recalls;
- production modifications made by the Manufacturer;
- compliance with specifications accepted by the Manufacturer; and
- manufacturer warranty obligations.

The Buyer acknowledges that these responsibilities remain with the Manufacturer throughout the manufacturing process.

4.4 AOH Responsibilities

Subject to this Agreement, AOH agrees to perform procurement services using reasonable care, skill and diligence.

AOH's responsibilities are limited to services including:

- identifying suitable Manufacturers;
- obtaining quotations;
- negotiating pricing;
- coordinating communications;
- forwarding approved specifications;
- coordinating engineering discussions;
- coordinating production updates;
- collecting payments;
- remitting payments;
- arranging freight;
- coordinating customs clearance;
- coordinating Australian transport;
- facilitating warranty communication;
- assisting with spare parts procurement;
- providing after-sales communication support; and
- other procurement services expressly agreed in writing.

Except where expressly agreed in writing, AOH is not responsible for supervising the Manufacturer's internal manufacturing processes.

4.5 No Supervision of Manufacturing

The Buyer acknowledges that AOH does not maintain continuous supervision over overseas manufacturing facilities.

Accordingly, AOH does not warrant or guarantee:

- daily factory operations;
- manufacturing techniques;
- workmanship standards;
- production methods;
- employee supervision;
- factory staffing;
- factory management decisions;
- factory quality control systems; or
- decisions made independently by the Manufacturer.

Where factory inspections or progress reports are provided by AOH, such inspections are conducted solely as a procurement service and do not constitute certification or acceptance of the Manufacturer's work.

4.6 Approved Specifications

The Manufacturer will manufacture the Goods in accordance with the specifications approved by the Buyer and accepted by the Manufacturer.

The Buyer acknowledges that:

- approved drawings;
- dimensions;
- layouts;
- colours;
- finishes;
- inclusions;
- equipment selections;
- electrical layouts;
- plumbing layouts;
- engineering requirements; and
- other approved specifications,

form the basis upon which the Manufacturer produces the Goods.

AOH is entitled to rely upon the Buyer's approved specifications when communicating manufacturing instructions.

4.7 Manufacturing Variations

The Buyer acknowledges that reasonable manufacturing variations may occur during production including, without limitation:

- minor dimensional tolerances;

- material substitutions of equivalent quality;
- component substitutions where identical components are unavailable;
- colour variations;
- finish variations;
- production method variations;
- hardware substitutions;
- manufacturing improvements; and
- modifications required by material availability.

Provided such variations do not materially alter the intended function of the Goods, they shall not constitute a manufacturing defect.

4.8 Spare Parts & Components

Where replacement parts are required, the Manufacturer is responsible for determining:

- whether replacement is appropriate;
- which parts are supplied;
- manufacturing lead times;
- availability of components;
- freight arrangements from the country of manufacture.

AOH may assist in facilitating replacement part requests but cannot guarantee:

- availability;
 - delivery timeframes;
 - ongoing production of discontinued products;
 - compatibility with customer modifications; or
 - manufacturer approval.
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4.9 Manufacturer Warranty

Unless otherwise agreed in writing, all product warranties are provided by the Manufacturer.

The Buyer acknowledges that:

- warranty decisions remain with the Manufacturer;
- warranty periods are determined by the Manufacturer;
- warranty exclusions are determined by the Manufacturer;
- repair or replacement methods are determined by the Manufacturer.

AOH may assist in facilitating warranty claims but does not guarantee the outcome of any warranty assessment.

4.10 Manufacturer Communications

Where the Buyer requests technical information, warranty assistance or manufacturing clarification, AOH may communicate directly with the Manufacturer on the Buyer's behalf.

The Buyer acknowledges that:

- response times depend upon the Manufacturer;
 - technical advice originates from the Manufacturer;
 - engineering advice originates from the Manufacturer unless otherwise stated;
 - AOH acts only as the communication facilitator.
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4.11 Product Recalls

Where the Manufacturer issues a product recall affecting Goods supplied under this Agreement, AOH will use reasonable commercial efforts to notify the Buyer after becoming aware of the recall.

The Buyer acknowledges that responsibility for implementing any recall, repair programme or replacement programme remains with the Manufacturer unless otherwise required by law.

4.12 Technical Information

Technical specifications, drawings, brochures, photographs, performance data and product descriptions supplied by AOH are based upon information provided by the Manufacturer.

While AOH takes reasonable care in communicating such information, AOH does not independently verify every technical specification supplied by the Manufacturer unless expressly agreed in writing.

The Buyer should obtain independent professional advice where technical suitability is critical to the Buyer's intended use.

4.13 Buyer's Reliance

The Buyer acknowledges that they have independently determined that the Goods are suitable for their intended application.

Where specialised engineering, structural advice, certification or regulatory compliance is required, the Buyer agrees to obtain independent professional advice before approving manufacture.

The Buyer acknowledges that AOH relies upon the Buyer's decisions regarding product selection and approved specifications.

4.14 Manufacturer Insolvency or Business Closure

The Buyer acknowledges that Manufacturers operate as independent overseas businesses.

Should a Manufacturer cease trading, become insolvent, suspend operations or otherwise become unable to fulfil its obligations, AOH will use reasonable commercial efforts to assist the Buyer in identifying available options.

Except to the extent required by law, AOH does not guarantee the continuing operation, financial stability or long-term availability of any Manufacturer.

4.15 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Where a statutory guarantee applies to AOH or cannot lawfully be excluded, that guarantee shall prevail to the extent required by law while the remainder of this Agreement continues in full force and effect.

SECTION 5 – BUYER ACKNOWLEDGEMENTS, COMMERCIAL RISK & PROCUREMENT PROCESS

5.1 Purpose of this Section

The Buyer acknowledges that the purpose of this Section is to clearly record the Buyer's understanding of the international procurement process, the role of AOH Industries Pty Ltd ("AOH"), the role of the Manufacturer, and the commercial risks associated with purchasing Goods manufactured overseas.

The Buyer confirms that these acknowledgements have materially influenced AOH's decision to accept the Buyer's order.

5.2 Buyer's Independent Decision

The Buyer acknowledges that they have independently decided to purchase the Goods after conducting their own enquiries.

The Buyer confirms they have had the opportunity to:

- inspect specifications;
- inspect product information;
- review drawings;
- ask questions;
- request additional information;
- obtain engineering advice;
- obtain certification advice;
- obtain building advice;
- obtain legal advice;
- obtain financial advice;
- obtain taxation advice;
- consult their local council;
- consult relevant government authorities; and
- seek any other professional advice considered necessary.

The Buyer confirms they have entered into this Agreement voluntarily and without duress.

5.3 No Reliance

Except where expressly incorporated into this Agreement in writing, the Buyer acknowledges that they have **not relied solely** upon:

- opinions;
- recommendations;
- estimates;
- forecasts;
- marketing material;
- brochures;
- photographs;
- verbal discussions;
- social media posts;
- promotional material;

- demonstrations; or
- statements made by AOH or its representatives,

when deciding to purchase the Goods.

The Buyer acknowledges that all purchasing decisions have been made using their own independent judgement.

5.4 International Procurement

The Buyer acknowledges that the Goods are procured through an international manufacturing and logistics process.

The Buyer understands that this process differs significantly from purchasing goods held in stock within Australia.

The Buyer accepts that procurement may involve:

- overseas manufacturing;
 - overseas engineering;
 - international suppliers;
 - multiple subcontractors;
 - international freight;
 - customs processing;
 - quarantine inspections;
 - Australian transport providers;
 - third-party logistics providers; and
 - numerous independent businesses outside the control of AOH.
-

5.5 Commercial Risks

The Buyer acknowledges that international procurement involves commercial risks including, without limitation:

- manufacturing delays;
- engineering delays;
- shortages of raw materials;
- shortages of components;
- labour shortages;
- factory shutdowns;
- freight delays;
- vessel schedule changes;

- customs inspections;
- biosecurity inspections;
- port congestion;
- adverse weather;
- industrial disputes;
- exchange rate fluctuations;
- increases in freight charges;
- government regulation changes;
- supplier insolvency;
- shipping disruptions;
- force majeure events; and
- any other event beyond the reasonable control of AOH.

The Buyer acknowledges these risks are an inherent part of international trade.

5.6 Product Selection

The Buyer warrants that they have independently determined that the Goods are suitable for their intended purpose.

The Buyer acknowledges responsibility for selecting:

- dimensions;
- layout;
- configuration;
- inclusions;
- options;
- accessories;
- equipment;
- colours;
- finishes;
- electrical requirements;
- plumbing requirements;
- structural requirements; and
- any optional extras.

Unless expressly agreed in writing, AOH does not determine whether the selected Goods are suitable for the Buyer's intended application.

5.7 Engineering & Certification

The Buyer acknowledges that responsibility for obtaining engineering advice, building approvals and certification rests solely with the Buyer unless expressly agreed otherwise in writing.

The Buyer understands that approval requirements differ between States, Territories and Local Government Authorities.

The Buyer agrees to obtain all approvals necessary for their intended use before construction, installation or occupation.

5.8 Approved Specifications

The Buyer acknowledges that manufacture will occur strictly in accordance with the specifications approved by the Buyer.

The Buyer confirms they have had sufficient opportunity to review:

- quotations;
- drawings;
- engineering details;
- dimensions;
- layouts;
- colours;
- finishes;
- inclusions;
- exclusions;
- equipment selections;
- optional upgrades; and
- all other production information.

Approval by the Buyer constitutes confirmation that the Buyer accepts those specifications.

5.9 Production is Irreversible

The Buyer acknowledges that following Production Commencement:

- materials may be ordered;
- engineering may commence;
- production capacity may be reserved;
- labour may be allocated;
- manufacturing may commence;
- shipping may be booked; and

- costs may become irrevocably committed.

Accordingly, the Buyer acknowledges that production cannot ordinarily be cancelled without significant commercial consequences.

5.10 Payment Allocation

The Buyer acknowledges that monies paid to AOH may be immediately allocated towards:

- Manufacturer deposits;
- raw materials;
- engineering;
- factory labour;
- production scheduling;
- procurement services;
- freight bookings;
- container reservations;
- customs costs;
- transport costs;
- administration costs;
- insurance; and
- other third-party costs associated with fulfilling the Buyer's order.

The Buyer acknowledges that these funds may become irrecoverable shortly after payment.

5.11 Delivery Timeframes

The Buyer acknowledges that all estimated delivery dates supplied by AOH are estimates only.

Delivery timeframes are subject to factors outside AOH's reasonable control.

The Buyer agrees not to rely upon estimated delivery dates when making commitments involving:

- builders;
- contractors;
- tenants;
- employees;
- customers;
- events;
- project completion;

- finance settlements; or
- any other contractual obligation.

Unless expressly agreed in writing, time is not of the essence.

5.12 Product Information

The Buyer acknowledges that product information supplied by AOH may originate from Manufacturers.

Product dimensions, weights, capacities, colours, finishes, specifications and performance figures may contain reasonable manufacturing tolerances.

Minor differences between promotional material and the finished Goods do not necessarily constitute a defect.

5.13 Freight

The Buyer acknowledges that freight is performed by independent transport providers.

Transport conditions, handling methods and delivery schedules are outside AOH's direct control.

AOH will use reasonable commercial efforts to coordinate delivery but cannot guarantee transport outcomes.

5.14 Warranty Process

The Buyer acknowledges that warranty claims are subject to the Manufacturer's warranty procedures.

AOH may assist in facilitating communication with the Manufacturer but cannot compel the Manufacturer to approve:

- warranty claims;
- replacement requests;
- repair requests;
- compensation requests; or
- any other claim.

5.15 Duty to Mitigate Loss

The Buyer agrees to take all reasonable steps to minimise any loss arising from damage, delay or defects.

The Buyer must not intentionally allow damage to worsen after becoming aware of a problem.

The Buyer agrees to cooperate with AOH, insurers, freight providers and Manufacturers in resolving any issue.

5.16 Entire Commercial Understanding

The Buyer acknowledges that:

- they understand AOH's role as a procurement and payment collection agent;
 - they understand the Manufacturer's role;
 - they understand the procurement process;
 - they understand the risks associated with international procurement;
 - they have had sufficient opportunity to obtain independent advice;
 - they have carefully read this Agreement;
 - they voluntarily accept the commercial arrangements described in this Agreement.
-

5.17 Australian Consumer Law

Nothing contained in this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

To the extent any provision of this Section is inconsistent with a non-excludable statutory right, that statutory right shall prevail while the remaining provisions of this Agreement continue in full force and effect.

SECTION 6 – PAYMENT COLLECTION AUTHORITY, PAYMENT TERMS & APPLICATION OF FUNDS

6.1 Payment Collection Authority

The Buyer irrevocably authorises **AOH Industries Pty Ltd ("AOH")** to collect, receive, administer, allocate and distribute payments relating to the Buyer's order as the authorised procurement and payment collection agent in accordance with this Agreement.

The Buyer acknowledges that AOH may collect the entire Contract Price, including amounts payable in respect of:

- the manufacture of the Goods;
- procurement services;
- international freight;
- customs charges;
- Australian transport;
- administration;
- optional assembly or installation;
- insurance;
- taxes, duties and government charges (where applicable); and
- any other agreed costs associated with fulfilling the Buyer's order.

Payment to AOH constitutes valid payment towards the Buyer's procurement arrangement.

6.2 Application of Funds

The Buyer acknowledges that funds received by AOH may be immediately applied or committed towards fulfilling the Buyer's order.

Without limitation, payments may be used for:

- Manufacturer deposits;
- production scheduling;
- procurement services;
- engineering costs;
- raw materials;
- factory labour;
- specialised equipment;
- electrical components;

- plumbing components;
- imported components;
- freight bookings;
- container reservations;
- export documentation;
- customs processing;
- Australian transport;
- warehousing;
- insurance;
- administration;
- bank fees;
- foreign exchange costs; and
- any other reasonable costs incurred in fulfilling the procurement process.

The Buyer acknowledges that many of these costs become irrevocably committed shortly after payment is received.

6.3 Payment Does Not Constitute Deposit Only

The Buyer acknowledges that payments made under this Agreement are **not held as a refundable deposit** unless expressly stated in writing.

Payments received by AOH are intended to enable the procurement, manufacture, coordination and importation of the Goods and may be distributed to multiple third parties throughout the procurement process.

Accordingly, payments should not be regarded as monies held in trust pending delivery.

6.4 Timing of Payments

Unless otherwise agreed in writing, payments shall be made strictly in accordance with the applicable quotation, invoice or approved payment schedule.

AOH reserves the right to suspend procurement, production coordination, shipping arrangements or delivery where payments are not received by the required due dates.

Any delay in payment may result in:

- production delays;
- revised manufacturing schedules;

- revised freight schedules;
- loss of container allocation;
- revised pricing;
- increased freight costs;
- storage charges;
- additional administration charges; and
- cancellation of production by the Manufacturer.

AOH accepts no responsibility for delays resulting from late payment by the Buyer.

6.5 Currency Fluctuations

Unless expressly stated otherwise in writing, quotations are based upon exchange rates applicable at the time of quotation.

Where:

- exchange rates materially change;
- overseas banking charges increase;
- international transfer fees increase; or
- the Manufacturer revises pricing before production commences,

AOH reserves the right to adjust the Contract Price to reflect those changes.

AOH will provide reasonable supporting information upon request.

6.6 Supplier Price Variations

The Buyer acknowledges that Manufacturers may increase pricing due to circumstances beyond AOH's control, including:

- increases in steel prices;
- increases in aluminium prices;
- increases in timber prices;
- increases in fuel costs;
- increases in shipping costs;
- increases in labour costs;
- shortages of raw materials;
- shortages of components;
- changes in government duties;
- export restrictions; or
- any other commercial factor affecting production costs.

Where such increases occur prior to Production Commencement, AOH reserves the right to revise the quotation accordingly.

Where Production Commencement has already occurred, the Contract Price shall remain fixed unless otherwise agreed in writing or where the increase results directly from a Buyer-requested Variation.

6.7 Buyer's Payment Obligations

The Buyer agrees to make all payments when due without deduction, withholding, offset or counterclaim except where required by law or expressly agreed in writing.

The Buyer may not withhold payment because:

- production is delayed;
- freight is delayed;
- customs processing is delayed;
- the Buyer changes their requirements;
- engineering advice has not yet been obtained;
- council approvals are pending;
- installation has not commenced; or
- any other circumstance beyond AOH's reasonable control.

Nothing in this clause limits any non-excludable rights under the Australian Consumer Law.

6.8 Failure to Pay

Where payment is not received by the due date, AOH may, without prejudice to any other rights:

- suspend procurement services;
- suspend communications with the Manufacturer;
- suspend production coordination;
- suspend freight arrangements;
- suspend delivery;
- cancel container bookings;
- recover storage costs;
- recover administration costs;
- recover collection costs;
- charge reasonable interest on overdue amounts where permitted by law; and
- commence legal proceedings to recover outstanding monies.

The Buyer shall remain liable for all costs reasonably incurred by AOH arising from the Buyer's default.

6.9 Payment Plans

Where AOH agrees to a payment plan:

- each instalment must be paid on or before the agreed due date;
- failure to pay any instalment constitutes a default;
- AOH may suspend procurement or production until arrears are paid;
- title to any Australian-supplied components supplied by AOH does not pass until payment is received in full (where applicable); and
- any variation to a payment plan must be agreed in writing.

The existence of a payment plan does not delay Production Commencement unless expressly agreed.

6.10 Cancellation After Funds Have Been Applied

The Buyer acknowledges that funds may be committed to third parties shortly after payment is received.

Where cancellation is requested after funds have been applied, the Buyer acknowledges that recovery of those monies depends upon:

- amounts recoverable from the Manufacturer;
- amounts recoverable from freight providers;
- cancellation policies of third-party suppliers;
- shipping commitments already entered into;
- production already completed;
- engineering work already undertaken; and
- any other costs already incurred.

AOH cannot guarantee that funds already committed to third parties can be recovered.

6.11 GST, Duties & Government Charges

Unless otherwise stated:

- GST shall be payable where required by Australian law;
- import duties;
- customs duties;
- government charges;
- port charges;
- quarantine charges;
- biosecurity charges; and
- other government-imposed costs,

shall be payable in accordance with the applicable quotation or as otherwise required by law.

Where government charges increase after quotation due to changes in legislation or government requirements, AOH reserves the right to recover the additional costs incurred.

6.12 Payment Disputes

If the Buyer disputes any invoice, the Buyer must notify AOH in writing within **seven (7) Business Days** of receiving the invoice, providing full particulars of the dispute.

The Buyer shall pay all undisputed amounts by the due date.

The parties shall use reasonable commercial efforts to resolve the disputed amount promptly and in good faith.

Nothing in this clause prevents either party from exercising any rights available under this Agreement or applicable law.

6.13 Electronic Payments

The Buyer acknowledges that payment may be made by:

- electronic funds transfer (EFT);
- credit card;
- debit card;
- direct debit;
- BPAY (where available);
- approved payment gateway;
- finance provider; or
- any other payment method approved by AOH.

The Buyer is responsible for ensuring sufficient cleared funds are available at the time payment is due.

Any merchant fees or finance charges disclosed prior to payment shall be payable by the Buyer where applicable.

6.14 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Where any provision of this Section is inconsistent with a non-excludable statutory right, that statutory right shall prevail to the extent of the inconsistency while the remainder of this Agreement continues in full force and effect.

SECTION 7 – QUOTATIONS, ORDERS, ACCEPTANCE & CONTRACT FORMATION

7.1 Quotations

All quotations issued by AOH Industries Pty Ltd ("AOH") are provided in good faith based upon information available at the time the quotation is prepared.

Unless otherwise stated in writing, quotations are estimates only and are subject to:

- manufacturer confirmation;
- material availability;
- component availability;
- engineering review;
- freight availability;
- exchange rates;
- shipping schedules;
- government charges;
- customs requirements;
- supplier pricing; and
- any other commercial factors affecting the procurement process.

A quotation does not constitute a legally binding agreement until accepted by both the Buyer and AOH.

7.2 Quotation Validity

Unless otherwise stated in writing, quotations remain valid for **seven (7) calendar days** from the date of issue.

Following expiry of the quotation period, AOH reserves the right to:

- withdraw the quotation;
- amend pricing;
- amend specifications;
- amend freight charges;
- amend estimated delivery timeframes;
- amend payment terms; or
- issue a revised quotation.

No obligation exists on AOH to honour an expired quotation.

7.3 Acceptance of Quotation

The Buyer shall be deemed to have accepted the quotation immediately upon the earliest occurrence of any of the following:

- signing the quotation;
- accepting by email;
- accepting by SMS;
- accepting through electronic messaging;
- issuing a purchase order;
- paying a deposit;
- paying an invoice;
- commencing a payment plan;
- requesting AOH to proceed with procurement;
- approving drawings;
- approving specifications; or
- providing written instructions to commence procurement.

Once accepted, the quotation forms part of this Agreement.

7.4 Contract Formation

A legally binding agreement is formed when:

(a) the Buyer accepts the quotation in accordance with this Agreement; and

(b) AOH accepts the Buyer's order by commencing procurement, confirming acceptance in writing or undertaking any procurement activity on behalf of the Buyer.

The parties acknowledge that no separate written contract is required for this Agreement to become legally binding.

7.5 Review of Quotation

The Buyer is solely responsible for carefully reviewing every quotation before acceptance.

The Buyer must ensure the quotation correctly records:

- product selected;
- model numbers;
- dimensions;
- quantities;
- inclusions;
- exclusions;
- colours;
- finishes;
- optional upgrades;
- accessories;
- engineering requirements;
- electrical requirements;
- plumbing requirements;
- freight requirements;
- installation requirements;
- payment schedule; and
- any special conditions.

Failure by the Buyer to identify an omission or error before accepting the quotation does not invalidate this Agreement.

7.6 Product Images

Photographs, renders, drawings, brochures, catalogues, videos, websites and promotional material are provided for general illustrative purposes only.

Unless expressly incorporated into the quotation, such material does not form part of the contractual specifications.

Actual products may vary due to:

- manufacturing improvements;
- supplier updates;
- material availability;
- production methods;
- lighting;
- photography;
- display settings;
- colour reproduction;
- manufacturing tolerances; and
- product development.

Minor variations shall not constitute a defect.

7.7 Manufacturer Improvements

The Buyer acknowledges that Manufacturers may improve or modify products between quotation and production.

Accordingly, Manufacturers may substitute:

- hardware;
- fittings;
- electrical components;
- plumbing components;
- accessories;
- materials;
- finishes; or
- production methods,

provided such substitutions do not materially reduce the intended functionality of the Goods.

AOH may implement such improvements without requiring a variation where the changes are reasonable and commercially necessary.

7.8 Errors & Omissions

AOH reserves the right to correct any genuine clerical, typographical, mathematical, pricing or administrative error contained within:

- quotations;
- invoices;
- brochures;
- websites;
- catalogues;

- advertising material;
- drawings;
- specifications; or
- other documentation.

Where such an error materially affects the Contract Price or specifications, AOH will notify the Buyer as soon as reasonably practicable.

The Buyer may then elect to:

- accept the corrected quotation; or
 - cancel the order before Production Commencement, subject to recovery of any costs already reasonably incurred.
-

7.9 Product Availability

All quotations are subject to product availability.

Where products become unavailable, discontinued or impossible to manufacture, AOH may:

- offer an alternative product;
 - revise specifications;
 - amend delivery timeframes;
 - obtain an alternative Manufacturer; or
 - cancel the affected portion of the order and refund any amount not already reasonably committed, subject to any rights that cannot be excluded under law.
-

7.10 Buyer Variations Before Production

The Buyer may request changes to the quotation before Production Commencement.

Any requested variation may result in:

- revised pricing;
- revised engineering;
- revised delivery dates;
- revised freight charges;
- revised manufacturing costs;
- revised payment schedules; or
- cancellation of previously quoted pricing.

No variation shall be effective unless confirmed by AOH in writing.

7.11 Buyer Variations After Production Commencement

Following Production Commencement, any requested variation shall be entirely at the discretion of the Manufacturer and AOH.

Where accepted, the Buyer shall be responsible for all additional costs arising from the variation including, without limitation:

- redesign;
- engineering;
- administration;
- labour;
- replacement materials;
- production delays;
- revised freight;
- customs charges;
- storage;
- shipping amendments; and
- any costs charged by the Manufacturer.

AOH is under no obligation to accept any variation once production has commenced.

7.12 Split Deliveries

Unless expressly agreed otherwise, AOH may arrange:

- partial deliveries;
- staged deliveries;
- multiple shipments;
- multiple containers;
- separate freight providers; or
- separate delivery dates,

where reasonably necessary to complete the procurement process.

The Buyer shall not refuse delivery solely because the Goods are delivered in stages.

7.13 Custom Manufactured Goods

The Buyer acknowledges that many Goods supplied under this Agreement are manufactured specifically for the Buyer's order.

Such Goods are not stock items and may include:

- custom dimensions;
- custom layouts;
- custom engineering;
- custom colours;
- custom branding;
- optional inclusions;
- optional equipment; and
- project-specific specifications.

Accordingly, custom manufactured Goods cannot ordinarily be resold by the Manufacturer to another purchaser once production has commenced.

7.14 Buyer's Duty to Raise Queries

The Buyer agrees to notify AOH immediately if any aspect of the quotation appears:

- inaccurate;
- incomplete;
- ambiguous;
- inconsistent; or
- different from the Buyer's requirements.

Where the Buyer fails to seek clarification before accepting the quotation, the quotation shall be interpreted according to its ordinary commercial meaning.

7.15 Entire Agreement With Quotation

The Buyer acknowledges that the accepted quotation forms part of this Agreement and must be read together with:

- this Agreement;
- approved drawings;
- approved specifications;
- payment schedules;
- approved variations;
- special conditions; and
- any other document expressly incorporated by reference.

No verbal representation, promise, estimate or discussion shall vary the quotation unless confirmed in writing by AOH.

7.16 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Where a statutory guarantee applies, that guarantee shall prevail to the extent required by law while the remainder of this Agreement continues in full force and effect.

SECTION 8 – ORDERS, PRODUCTION COMMENCEMENT & MANUFACTURING PROCESS

8.1 Order Confirmation

An order shall not be deemed accepted by AOH until AOH has:

- accepted the Buyer's quotation;
- confirmed receipt of any required deposit or payment;
- completed any preliminary procurement requirements;
- confirmed the Manufacturer's acceptance of the order; or
- commenced procurement services.

AOH reserves the right to decline any order at its absolute discretion prior to acceptance.

8.2 Production Allocation

The Buyer acknowledges that production capacity at overseas manufacturing facilities is limited.

Following acceptance of an order, AOH may immediately secure production capacity with the Manufacturer.

Production allocations are generally reserved specifically for the Buyer's order and cannot ordinarily be transferred to another customer.

The Buyer acknowledges that securing production capacity forms part of the procurement services supplied by AOH.

8.3 Commencement of Production

For the purposes of this Agreement, Production Commencement occurs immediately upon the earliest occurrence of any of the following:

- acceptance of the production order by the Manufacturer;
- engineering work commencing;
- preparation of shop drawings;
- ordering of raw materials;
- ordering of components;
- commencement of fabrication;
- commencement of assembly;
- allocation of labour;
- reservation of factory production capacity;
- reservation of container space;
- commencement of quality control procedures; or
- any irreversible manufacturing commitment made by the Manufacturer.

Production Commencement may occur before physical manufacture of the Goods begins.

8.4 Manufacturing Programme

The Buyer acknowledges that manufacturing programmes are controlled by the Manufacturer.

AOH may provide estimated production schedules based upon information received from the Manufacturer.

Unless expressly agreed in writing, estimated production schedules are indicative only.

8.5 Manufacturing Methods

The Buyer acknowledges that manufacturing techniques remain at the discretion of the Manufacturer.

The Manufacturer may determine:

- fabrication methods;
- welding techniques;
- assembly methods;
- painting systems;
- production sequencing;
- material handling;

- workforce allocation;
- manufacturing equipment; and
- quality control procedures.

Provided the Goods are manufactured substantially in accordance with the approved specifications, the Manufacturer may determine its preferred manufacturing methods.

8.6 Manufacturing Tolerances

The Buyer acknowledges that manufactured products are subject to reasonable production tolerances.

Unless otherwise agreed in writing, minor variations in:

- dimensions;
- alignment;
- colour;
- finish;
- texture;
- weld appearance;
- hardware;
- accessories;
- fittings; and
- component positioning,

shall not constitute defects where they are within normal commercial manufacturing tolerances or do not materially affect the intended function of the Goods.

8.7 Material Availability

The Buyer acknowledges that the availability of materials and components may change during production.

Where identical materials become unavailable, the Manufacturer may substitute equivalent materials of comparable quality and performance where reasonably necessary to complete manufacture.

Where a substitution would materially alter the agreed specifications, AOH will use reasonable efforts to consult the Buyer before manufacture proceeds.

8.8 Production Updates

AOH will use reasonable commercial efforts to keep the Buyer informed of significant production milestones.

The Buyer acknowledges that production updates are dependent upon information supplied by the Manufacturer and may not always be available in real time.

8.9 Factory Inspections

Where factory inspections, progress photographs or videos are provided by AOH, they are supplied solely for information purposes.

Such inspections do not constitute:

- engineering certification;
 - independent quality certification;
 - acceptance of workmanship;
 - practical completion;
 - warranty approval; or
 - confirmation that the Goods are free from defects.
-

8.10 Suspension of Production

Production may be suspended where:

- payments are overdue;
- required approvals have not been received;
- required specifications remain incomplete;
- engineering clarification is required;
- government restrictions apply;
- Force Majeure Events occur; or
- the Manufacturer suspends production for reasons beyond AOH's reasonable control.

AOH accepts no responsibility for delays arising from such suspension.

8.11 Buyer's Acknowledgement

The Buyer acknowledges that production is a commercial manufacturing process involving multiple independent parties and accepts that AOH cannot guarantee production outcomes beyond exercising reasonable care and skill in providing procurement services.

8.12 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights that cannot lawfully be excluded under the Australian Consumer Law.

SECTION 9 – BUILD SPECIFICATIONS, DRAWINGS, BUYER APPROVALS & VARIATIONS

9.1 Manufacture to Approved Specifications

The Buyer acknowledges that the Goods will be manufactured strictly in accordance with the specifications approved by the Buyer and accepted by the Manufacturer.

Where no written specifications are supplied, the Manufacturer's standard specifications current at the time of production shall apply.

9.2 Buyer's Responsibility

The Buyer is solely responsible for ensuring that every specification accurately reflects their requirements.

Without limitation, the Buyer is responsible for approving:

- dimensions;
- layouts;
- floor plans;
- elevations;
- colours;
- finishes;
- materials;
- fixtures;
- fittings;
- appliances;
- electrical layouts;
- plumbing layouts;
- engineering requirements;

- door locations;
 - window locations;
 - equipment;
 - accessories;
 - branding;
 - signage;
 - optional inclusions; and
 - all other project-specific requirements.
-

9.3 Independent Professional Advice

The Buyer acknowledges that AOH does not provide engineering, architectural or certification services unless expressly agreed in writing.

The Buyer agrees to obtain independent professional advice where required, including advice from:

- Structural Engineers;
 - Civil Engineers;
 - Architects;
 - Building Designers;
 - Building Certifiers;
 - Licensed Builders;
 - Electricians;
 - Plumbers;
 - Surveyors;
 - Local Councils; and
 - any other suitably qualified professional.
-

9.4 Compliance

The Buyer acknowledges that approval requirements differ between jurisdictions.

Unless expressly agreed in writing, AOH does not warrant that the Goods comply with:

- Australian Standards;
- the National Construction Code;
- State legislation;
- Local Government requirements;
- planning approvals;
- development approvals;
- occupancy requirements;
- building certification; or

- any other regulatory requirement applicable to the Buyer's intended use.

Responsibility for obtaining all required approvals rests solely with the Buyer.

9.5 Buyer Warranty

The Buyer warrants that:

- all information supplied is accurate;
 - all dimensions are correct;
 - specifications are suitable;
 - plans may lawfully be used;
 - manufacture of the Goods will not infringe any third-party intellectual property rights; and
 - all required approvals have been or will be obtained.
-

9.6 Buyer Approval

Approval of drawings, quotations, specifications or layouts constitutes confirmation that the Buyer has carefully reviewed every aspect of the proposed manufacture.

Following approval, the Buyer accepts responsibility for any omission, error or inconsistency not previously identified.

9.7 Variations

Any request to change the approved specifications must be submitted in writing.

No variation is binding unless accepted in writing by AOH.

The Manufacturer may refuse any variation after Production Commencement.

9.8 Cost of Variations

The Buyer shall be responsible for all costs arising from an approved variation including:

- redesign;
- engineering;
- administration;

- labour;
 - replacement materials;
 - production delays;
 - revised freight;
 - customs charges;
 - storage;
 - additional transport;
 - Manufacturer charges; and
 - any other reasonable costs incurred.
-

9.9 Irreversible Production

The Buyer acknowledges that once Production Commencement occurs:

- engineering may already be complete;
- materials may have been ordered;
- fabrication may have commenced;
- labour may have been allocated;
- components may have been manufactured;
- freight may have been booked; and
- substantial costs may already have been incurred.

Accordingly, changes may not be possible and cancellations may result in significant financial consequences.

9.10 No Responsibility for Buyer's Specifications

AOH is entitled to rely entirely upon the specifications approved by the Buyer.

Except where required by law, AOH accepts no responsibility for:

- incorrect dimensions;
 - unsuitable layouts;
 - omitted requirements;
 - incompatible designs;
 - incorrect engineering assumptions supplied by the Buyer;
 - failure to obtain approvals;
 - failure to obtain certification;
 - inaccurate information supplied by the Buyer;
 - changes requested after manufacture commences; or
 - any loss arising from the Buyer's approved specifications.
-

9.11 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law.

Where a statutory guarantee applies, that guarantee prevails to the extent required by law while the remainder of this Agreement continues in full force and effect.

SECTION 10 – CONTAINER ALLOCATION, SHIPPING, IMPORTATION & LOGISTICS

10.1 International Procurement Process

The Buyer acknowledges that the Goods are procured through an international procurement and logistics process involving multiple independent parties including Manufacturers, shipping companies, customs authorities, freight forwarders, transport providers, customs brokers and government agencies.

AOH's role is limited to coordinating these services using reasonable commercial care and skill.

10.2 Container Allocation

Following acceptance of the Buyer's order, AOH may reserve production capacity and allocate shipping container space specifically for the Buyer's Goods.

The Buyer acknowledges that:

- container space is limited;
- container allocations are made in advance;
- container allocations are commercially valuable;
- allocations may be reserved months before shipment;
- allocations cannot ordinarily be transferred to another customer.

Reservation of container space forms part of the procurement services supplied by AOH.

10.3 Consolidated Shipments

The Buyer acknowledges that Goods may be transported within shared shipping containers together with goods belonging to other customers.

AOH may determine:

- loading sequence;
- packing methods;
- container utilisation;
- consolidation arrangements;
- shipment grouping; and
- dispatch timing,

where reasonably necessary to maximise shipping efficiency.

10.4 Shipping Schedules

Estimated shipping dates are estimates only.

Shipping schedules are dependent upon:

- Manufacturer production;
- vessel availability;
- shipping line schedules;
- weather;
- customs processing;
- port congestion;
- industrial action;
- government restrictions;
- quarantine requirements; and
- other matters beyond AOH's reasonable control.

Time is not of the essence unless expressly agreed in writing.

10.5 Customs & Biosecurity

The Buyer acknowledges that imported Goods may be subject to:

- Australian Border Force inspections;
- Department of Agriculture inspections;
- biosecurity inspections;
- fumigation;
- quarantine directions;
- customs examinations;
- x-ray examinations;

- container examinations;
- documentary inspections; and
- government intervention.

AOH accepts no responsibility for delays resulting from government inspections or regulatory requirements.

10.6 Port Delays

The Buyer acknowledges that delays may occur due to:

- port congestion;
- industrial disputes;
- shipping line scheduling;
- container shortages;
- vessel delays;
- weather events;
- customs holds;
- quarantine holds;
- biosecurity holds;
- government intervention; or
- Force Majeure Events.

Such delays shall not constitute a breach of this Agreement.

10.7 Import Costs

Unless expressly stated otherwise, the Contract Price includes only those import costs specifically identified in the quotation.

Additional government charges, taxes, duties, inspection fees or other costs imposed after acceptance of the quotation remain payable by the Buyer where they were not reasonably foreseeable at the time of quotation.

10.8 Demurrage & Storage

Where delays occur because of the Buyer's actions or omissions, including failure to:

- make payment;
- provide required documentation;
- arrange collection;

- respond to communications; or
- accept delivery,

the Buyer shall be responsible for any reasonable:

- demurrage;
 - detention;
 - container storage;
 - port storage;
 - warehousing;
 - re-delivery;
 - transport;
 - administration; and
 - handling charges incurred.
-

10.9 Collection Delays

Where Goods are available for collection and the Buyer fails to collect them within the nominated timeframe, AOH may arrange storage at the Buyer's risk and expense.

Storage fees shall continue to accrue until the Goods are collected or delivered.

10.10 Partial Shipments

AOH may deliver Goods in multiple shipments where reasonably necessary.

Partial delivery does not relieve the Buyer from its payment obligations.

10.11 Australian Consumer Law

Nothing contained within this Section excludes any rights that cannot lawfully be excluded under the Australian Consumer Law.

SECTION 11 – FREIGHT, DELIVERY, TRANSIT INSURANCE & DAMAGE CLAIMS

11.1 Freight Arrangements

Where requested by the Buyer, AOH may arrange transport through independent freight providers.

The Buyer acknowledges that AOH coordinates freight as part of its procurement services and does not itself operate as the freight carrier unless expressly stated.

11.2 Delivery

Delivery is deemed complete when the Goods are:

- delivered to the Buyer's nominated delivery address;
 - collected by the Buyer;
 - collected by the Buyer's nominated carrier;
 - delivered to any location nominated by the Buyer.
-

11.3 Transfer of Risk

Unless otherwise required by law, risk in the Goods passes to the Buyer immediately upon delivery or collection.

Where the Buyer arranges their own transport, risk transfers immediately upon collection by the Buyer's nominated carrier.

11.4 Transit Insurance

Where AOH arranges transport, AOH may arrange transit insurance for the shipment.

At the date of this Agreement, transit insurance is arranged through **NTI Carriers Protect – Accidental Damage Cover** or an equivalent insurer selected by AOH.

Current cover provides protection of up to **AUD \$50,000 per shipment**, subject to:

- policy terms;
- policy exclusions;
- insurer acceptance;
- policy limits;
- and a **\$1,000 excess applicable to each claim.**

AOH reserves the right to change insurers or policies without notice, provided equivalent commercial cover is obtained.

11.5 Buyer's Acknowledgement Regarding Insurance

The Buyer expressly acknowledges and agrees that:

- (a) the included insurance is limited to the cover provided under the applicable insurance policy;
 - (b) AOH is **not the insurer**;
 - (c) AOH does not determine whether a claim is accepted or rejected;
 - (d) all claims are assessed solely by the insurer;
 - (e) the insurer's decision is binding subject to the Buyer's legal rights;
 - (f) claims assessed below the applicable policy excess (currently **\$1,000**) are generally **not recoverable** under the included insurance;
 - (g) where an insurance claim is accepted, the Buyer is responsible for payment of the applicable insurance excess unless otherwise agreed in writing.
-

11.6 Additional Insurance

The Buyer acknowledges that the included transit insurance may not adequately cover every shipment.

Where the Buyer requires:

- cover below the applicable excess;
- cover exceeding \$50,000;
- consequential loss cover;
- business interruption cover;
- delay cover;
- theft cover;
- malicious damage cover; or

- any additional protection,

the Buyer must obtain their own insurance before dispatch.

Failure to obtain additional insurance is entirely at the Buyer's own risk.

11.7 Inspection Upon Delivery

Immediately upon delivery, the Buyer must:

- inspect the Goods before signing delivery documentation where reasonably practicable;
 - inspect all external packaging;
 - inspect visible surfaces;
 - inspect structural components;
 - inspect glazing;
 - inspect doors;
 - inspect windows;
 - inspect accessories;
 - photograph the Goods before unloading where damage is suspected;
 - retain all packaging where freight damage is suspected.
-

11.8 Freight Damage Claims

Where freight damage is identified, the Buyer must notify AOH **as soon as reasonably practicable** and provide:

- photographs;
- videos where available;
- delivery documentation;
- details of the damage;
- supporting information requested by the insurer.

The Buyer agrees to cooperate fully with AOH, the carrier and the insurer in investigating any freight claim.

11.9 Failure to Report Damage

The Buyer acknowledges that failure to promptly inspect and report freight damage may prejudice the insurer's ability to assess the claim.

Where an insurer rejects a claim due to delayed notification, altered evidence or failure to preserve evidence, AOH accepts no liability for that decision except where liability cannot lawfully be excluded.

11.10 No Admission of Liability

Assistance provided by AOH in lodging or facilitating a freight claim does not constitute:

- an admission of liability;
 - acceptance of responsibility;
 - acceptance that damage occurred during transport; or
 - a guarantee that the insurer will approve the claim.
-

11.11 Limitation of Liability for Freight

Except where prohibited by law, AOH's liability for freight damage is limited to the amount actually recoverable under the applicable transit insurance policy.

AOH shall not be liable for:

- uninsured losses below the applicable excess;
 - consequential loss;
 - business interruption;
 - loss of profits;
 - project delays;
 - loss of contracts;
 - accommodation costs;
 - hire costs;
 - liquidated damages; or
 - any indirect loss arising from freight damage.
-

11.12 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Where a statutory guarantee applies, that guarantee prevails to the extent required by law.

SECTION 12 – WARRANTY, AFTER-SALES SUPPORT & WARRANTY CLAIMS

12.1 Manufacturer Warranty

The Buyer acknowledges and agrees that, unless expressly stated otherwise in writing, all Goods supplied under this Agreement are manufactured by independent overseas Manufacturers and are covered solely by the Manufacturer's warranty.

AOH Industries Pty Ltd ("AOH") does not provide its own manufacturer's warranty and does not represent that it is the warrantor of the Goods.

The Buyer acknowledges that AOH's role is limited to acting as the Buyer's procurement, logistics and payment collection agent and, where requested, assisting in facilitating communications between the Buyer and the Manufacturer.

12.2 Warranty Provider

The Buyer acknowledges that all warranty obligations relating to the Goods remain the responsibility of the Manufacturer.

Without limitation, the Manufacturer is responsible for determining:

- whether a warranty claim is accepted;
- whether a fault exists;
- whether repair or replacement is appropriate;
- what parts are supplied;
- whether replacement Goods are supplied;
- manufacturing methods;
- engineering decisions;
- warranty exclusions;
- warranty timeframes; and
- the method of rectification.

Except where required by law, AOH has no authority to override or alter a Manufacturer's warranty decision.

12.3 Warranty Assistance

Although AOH is not the warranty provider, AOH may, at its absolute discretion, provide reasonable assistance to the Buyer by:

- forwarding warranty claims to the Manufacturer;
- assisting with technical translations;
- requesting replacement parts;
- requesting technical advice;
- arranging communication with the Manufacturer;
- coordinating warranty documentation;
- assisting with freight quotations for replacement parts; and
- facilitating communications between the Buyer and Manufacturer.

Such assistance is provided as a customer service only and does not create any separate warranty obligation on the part of AOH.

12.4 Warranty Procedure

To enable efficient assessment of a warranty claim, the Buyer must notify AOH in writing as soon as reasonably practicable after becoming aware of the alleged defect.

The Buyer must provide sufficient information to enable assessment of the claim, including where reasonably requested:

- photographs;
- video evidence;
- serial numbers;
- model numbers;
- purchase documentation;
- installation details;
- operating information;
- maintenance records;
- evidence of the alleged fault;
- engineering reports (where relevant); and
- any other information reasonably requested by the Manufacturer.

Failure to provide sufficient information may delay assessment of the warranty claim.

12.5 Buyer's Duty to Mitigate Damage

Upon becoming aware of an alleged defect, the Buyer must take reasonable steps to minimise any further loss or damage.

Without limitation, the Buyer must:

- cease using the Goods where continued use would reasonably be expected to cause additional damage;
- protect the Goods from further deterioration;
- follow any reasonable instructions issued by the Manufacturer or AOH;
- preserve damaged components where reasonably requested; and
- cooperate in any inspection process.

The Buyer acknowledges that failure to mitigate further damage may affect the outcome of any warranty assessment where permitted by law.

12.6 Inspection

The Manufacturer may require the Goods, components or affected parts to be inspected before determining whether a warranty claim is accepted.

Inspection may include:

- photographs;
- video conferencing;
- remote technical diagnosis;
- independent inspection;
- return of defective parts;
- factory assessment; or
- any other reasonable method determined by the Manufacturer.

The Buyer agrees to cooperate with any reasonable inspection process.

12.7 Repair or Replacement

Where a warranty claim is accepted by the Manufacturer, the Manufacturer shall determine the appropriate remedy, which may include:

- supplying replacement parts;
- repairing defective components;
- replacing individual components;
- replacing the Goods;
- providing technical instructions;
- authorising local repairs;
- reimbursement of approved repair costs; or
- any other remedy determined by the Manufacturer.

Except where required by law, the Buyer acknowledges that the Manufacturer determines the appropriate remedy.

12.8 Labour Costs

Unless expressly agreed otherwise in writing, Manufacturer warranties generally cover replacement parts only.

Unless required by law or expressly approved in writing by the Manufacturer before work commences, the following are not included within the Manufacturer's warranty:

- installation costs;
- removal costs;
- labour charges;
- electrician costs;
- plumbing costs;
- builder costs;
- travel costs;
- accommodation costs;
- equipment hire;
- crane hire;
- transport costs;
- project delays;
- business interruption; or
- consequential losses.

The Buyer must obtain written approval before incurring repair costs intended to be claimed under warranty.

12.9 Freight of Warranty Parts

Unless otherwise agreed in writing or required by law:

- the Manufacturer determines whether replacement parts will be supplied;
- international freight arrangements for warranty parts are determined by the Manufacturer;
- customs duties, taxes and import charges (if any) remain the Buyer's responsibility unless otherwise agreed.

AOH may assist in arranging freight but accepts no responsibility for shipping delays outside its reasonable control.

12.10 Warranty Exclusions

Subject to any rights that cannot lawfully be excluded, Manufacturer warranties generally do not apply to damage arising from:

- misuse;
- abuse;
- neglect;
- accidental damage;
- freight damage after delivery;
- improper storage;
- improper installation;
- incorrect assembly;
- failure to follow operating instructions;
- overloading;
- unauthorised modifications;
- alterations by third parties;
- improper maintenance;
- failure to carry out routine servicing;
- corrosion resulting from environmental exposure;
- fair wear and tear;
- consumable items;
- cosmetic deterioration that does not affect function;
- damage caused by natural disasters;
- lightning;
- flood;
- fire;
- storm damage;
- vandalism;
- theft;
- impact damage;
- use contrary to the intended purpose; or
- any circumstance outside the Manufacturer's reasonable control.

12.11 Third-Party Repairs

The Buyer must not undertake or authorise substantial repairs intended to be claimed under warranty without first obtaining written approval from the Manufacturer or AOH (where authorised to approve on the Manufacturer's behalf).

Unauthorised repairs may affect the Manufacturer's warranty assessment.

Nothing in this clause limits any rights the Buyer may have under applicable law.

12.12 Spare Parts Availability

The Buyer acknowledges that replacement parts may be manufactured overseas.

Availability of replacement parts depends upon:

- ongoing production by the Manufacturer;
- availability of components;
- shipping schedules;
- customs processing;
- international freight; and
- manufacturing lead times.

AOH does not guarantee the ongoing availability of spare parts for discontinued products.

12.13 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Where AOH has obligations that cannot lawfully be excluded under the Australian Consumer Law, those obligations apply to the extent required by law.

All other obligations remain governed by this Agreement.

12.14 Entire Warranty Understanding

The Buyer acknowledges that:

- they understand the Manufacturer is the warranty provider unless otherwise agreed in writing;
- AOH is not the Manufacturer;
- AOH facilitates warranty communications as a procurement service;
- warranty decisions remain the responsibility of the Manufacturer, subject to any rights that cannot lawfully be excluded under Australian law;
- they have read and understood this Section before entering into this Agreement.

SECTION 13 – MANUFACTURING DEFECTS, PRODUCT PERFORMANCE, REPAIRS & REPLACEMENT PARTS

13.1 Purpose

This Section establishes the procedures, responsibilities and obligations relating to manufacturing defects, product performance, repairs, replacement parts and technical support following delivery of the Goods.

This Section should be read together with the Manufacturer's warranty documentation and all applicable rights under the Australian Consumer Law.

13.2 Manufacturing Defects

The Buyer acknowledges that manufacturing defects are the responsibility of the Manufacturer.

Where an alleged manufacturing defect is identified, AOH agrees to assist the Buyer by facilitating communication with the Manufacturer in accordance with this Agreement.

The Buyer acknowledges that AOH is not responsible for determining whether an alleged defect is:

- a manufacturing defect;
- a transport issue;
- an installation issue;
- a maintenance issue;
- accidental damage;
- misuse;
- normal wear and tear; or
- damage caused after delivery.

The final determination remains with the Manufacturer, subject to any rights that cannot lawfully be excluded under Australian law.

13.3 Buyer's Inspection Obligations

Immediately following delivery, the Buyer must inspect the Goods.

The Buyer must inspect, where reasonably practicable:

- external finishes;
- structural components;
- doors;
- windows;

- roofing;
- flooring;
- electrical fittings;
- plumbing fittings;
- appliances;
- accessories;
- supplied equipment;
- packaging;
- visible damage; and
- any obvious manufacturing issues.

The Buyer should notify AOH of any apparent issue as soon as reasonably practicable after discovery.

Failure to immediately identify a defect does not automatically prevent a warranty claim, however delayed notification may affect the Manufacturer's ability to investigate the issue.

13.4 Notification of Manufacturing Issues

Where the Buyer believes the Goods contain a manufacturing defect, the Buyer must notify AOH in writing as soon as reasonably practicable.

The Buyer should provide:

- photographs;
- videos;
- serial numbers;
- model numbers;
- purchase documentation;
- description of the defect;
- details of when the defect first became apparent;
- details of how the Goods have been used;
- any maintenance records; and
- any additional information reasonably requested.

AOH may request further information before forwarding the claim to the Manufacturer.

13.5 Investigation

The Manufacturer may investigate any alleged manufacturing defect before determining the appropriate remedy.

Investigation may include:

- photographic assessment;
- video assessment;
- live video inspection;
- engineering assessment;
- independent inspection;
- return of components;
- factory assessment;
- technical testing; or
- any other reasonable method considered appropriate.

The Buyer agrees to cooperate fully during the investigation process.

13.6 Repair Procedure

Where the Manufacturer accepts that a manufacturing defect exists, the Manufacturer may determine that the appropriate remedy is repair.

Repairs may be undertaken by:

- the Buyer following written instructions;
- a local contractor;
- a technician approved by the Manufacturer;
- a contractor engaged by AOH where agreed; or
- another person nominated by the Manufacturer.

The method of repair remains at the Manufacturer's discretion unless otherwise required by law.

13.7 Replacement Parts

Where replacement parts are approved, the Manufacturer shall determine:

- the parts supplied;
- whether replacement or repair is appropriate;
- the manufacturing schedule;
- shipping arrangements;
- freight method; and
- availability.

AOH may assist in coordinating delivery of replacement parts but does not guarantee shipping timeframes.

13.8 Cosmetic Imperfections

The Buyer acknowledges that Goods manufactured using steel, aluminium, timber, composite materials and industrial manufacturing methods may contain minor cosmetic imperfections.

Minor variations including:

- weld appearance;
- paint texture;
- colour variation;
- sealant appearance;
- manufacturing marks;
- grinding marks;
- minor scratches;
- slight alignment variation;
- material grain;
- minor dimensional tolerances; and
- other cosmetic imperfections,

which do not materially affect the intended use, structural integrity or performance of the Goods shall not, of themselves, constitute a manufacturing defect.

13.9 Product Performance

The Buyer acknowledges that product performance depends upon numerous factors beyond manufacturing including:

- installation;
- foundation preparation;
- site conditions;
- maintenance;
- environmental exposure;
- weather;
- loading;
- operation;
- servicing;
- modifications; and
- intended use.

AOH accepts no responsibility for performance issues arising from matters outside its reasonable control.

13.10 Customer Modifications

The Buyer acknowledges that unauthorised modifications may affect product performance and warranty.

Without prior written approval, the Buyer should not:

- structurally modify the Goods;
- alter electrical systems;
- alter plumbing systems;
- alter engineering components;
- remove structural members;
- install incompatible accessories; or
- perform substantial modifications intended to be covered by warranty.

Nothing in this clause limits rights that cannot lawfully be excluded under applicable legislation.

13.11 Engineering Changes

Where engineering modifications are required after manufacture due to:

- changes requested by the Buyer;
- local authority requirements;
- certification requirements;
- engineering advice obtained after manufacture; or
- changes in intended use,

the Buyer acknowledges that such modifications are not manufacturing defects unless otherwise determined under applicable law.

13.12 Wear and Tear

The Buyer acknowledges that reasonable deterioration resulting from normal use is not a manufacturing defect.

Examples include:

- paint fading;
- sealant ageing;
- weathering;
- surface corrosion consistent with environmental exposure;
- scratches arising from ordinary use;
- consumable items;
- adjustment of moving parts;
- replacement of service items; and
- routine maintenance.

The Buyer remains responsible for ordinary maintenance in accordance with the Manufacturer's recommendations.

13.13 Replacement Goods

Where replacement of the Goods is approved by the Manufacturer or required by law, the Manufacturer shall determine the reasonable production and shipping schedule for the replacement Goods.

The Buyer acknowledges that replacement Goods may require manufacturing lead times similar to the original order.

13.14 Technical Assistance

Following delivery, AOH may provide reasonable after-sales assistance by:

- forwarding technical enquiries;
- requesting replacement parts;
- obtaining Manufacturer advice;
- assisting with operating information;
- coordinating communications; and
- facilitating technical discussions.

Such assistance is provided as a procurement service and does not create any independent engineering or technical advisory obligation on the part of AOH.

13.15 Independent Contractors

Where local contractors are engaged to inspect, repair or install Goods, those contractors act independently.

Unless expressly agreed in writing, AOH accepts no responsibility for:

- workmanship of third-party contractors;
 - engineering advice provided by third parties;
 - installation methods adopted by third parties;
 - delays caused by third parties; or
 - additional costs incurred by third parties without prior written approval.
-

13.16 Mitigation of Loss

The Buyer agrees to take reasonable steps to minimise any loss arising from an alleged manufacturing defect.

The Buyer must not intentionally allow damage to worsen where reasonable steps could be taken to reduce further loss.

Where temporary repairs are reasonably necessary to prevent further damage, the Buyer should notify AOH before undertaking those repairs where practicable.

13.17 Limitation of Procurement Responsibilities

The Buyer acknowledges that AOH's role is limited to procurement, coordination and communication.

Except where required by law, AOH does not guarantee:

- Manufacturer response times;
- spare parts availability;
- engineering decisions;
- production schedules for replacement parts;
- international freight schedules;
- customs processing of replacement components; or
- technical decisions made by the Manufacturer.

13.18 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Where a statutory guarantee applies to AOH, that guarantee shall prevail to the extent required by law while the remainder of this Agreement continues in full force and effect.

13.19 Buyer's Acknowledgement

The Buyer acknowledges that they understand:

- manufacturing defects are assessed by the Manufacturer;
- AOH facilitates communication but is not the Manufacturer;
- repairs, replacement parts and technical decisions remain the responsibility of the Manufacturer unless otherwise required by law;
- the Buyer has obligations to inspect, report issues and cooperate during investigations; and
- this Section forms a fundamental part of the commercial arrangements between the Buyer and AOH.

SECTION 14 – CANCELLATIONS, REFUNDS, BUYER DEFAULT & RECOVERY OF COSTS

14.1 Purpose

The purpose of this Section is to establish the parties' rights and obligations where an order is cancelled, varied, delayed or unable to proceed.

The Buyer acknowledges that international procurement involves significant upfront commitments to Manufacturers, freight providers, shipping companies and other third parties shortly after an order is accepted.

Accordingly, cancellation of an order may not be possible once procurement activities have commenced.

14.2 Buyer's Acknowledgement

The Buyer acknowledges and agrees that:

- Goods are generally manufactured specifically for the Buyer;
- production capacity is reserved specifically for the Buyer's order;
- procurement services commence shortly after acceptance;
- funds received may immediately be committed to third parties;
- manufacturers may immediately purchase materials;
- engineering may commence immediately;
- production schedules may be allocated immediately;
- container space may be reserved immediately; and
- significant costs may become irrecoverable shortly after acceptance of the order.

The Buyer acknowledges these commercial realities form an essential part of this Agreement.

14.3 Cancellation Prior to Production Commencement

Where the Buyer requests cancellation before Production Commencement, AOH will use reasonable commercial efforts to minimise losses.

However, the Buyer remains liable for all reasonable costs already incurred including, without limitation:

- procurement services;
- administration;
- supplier negotiations;
- engineering work;
- quotation preparation where extensive custom work has been undertaken;
- banking charges;
- foreign exchange losses;
- Manufacturer administration fees;
- freight bookings;
- container reservations;
- customs documentation;
- inspection costs; and
- any other third-party costs already incurred.

Any refund shall be limited to monies not already reasonably committed or irrecoverably paid to third parties, subject always to any rights that cannot lawfully be excluded under the Australian Consumer Law.

14.4 Cancellation After Production Commencement

Once Production Commencement has occurred, the Buyer acknowledges that cancellation may not be possible.

Where cancellation is requested after Production Commencement:

- the Manufacturer may refuse cancellation;
- production may continue;
- raw materials may already have been consumed;
- labour may already have been performed;
- engineering may already have been completed;
- shipping may already have been booked; and
- significant costs may already have been incurred.

Accordingly, the Buyer remains liable for all costs reasonably incurred in relation to the order.

AOH cannot compel the Manufacturer to accept cancellation.

14.5 Procurement Services

The Buyer acknowledges that procurement services are supplied progressively throughout the procurement process.

Procurement services include, without limitation:

- product sourcing;
- supplier identification;
- quotation preparation;
- negotiations;
- engineering coordination;
- production scheduling;
- supplier communications;
- freight coordination;
- customs coordination;
- logistics planning;

- administration; and
- project coordination.

To the extent permitted by law, procurement services already performed are not refundable.

14.6 Freight & Logistics Costs

The Buyer acknowledges that freight providers may impose cancellation charges once:

- freight bookings have been made;
- container space has been reserved;
- export documentation has commenced;
- shipping instructions have been issued;
- transport has been scheduled; or
- customs processing has commenced.

Where such charges are incurred, they remain payable by the Buyer.

14.7 Manufacturer Costs

The Buyer acknowledges that Manufacturers may incur substantial costs shortly after production commences including:

- raw materials;
- labour;
- engineering;
- specialised components;
- production scheduling;
- factory overheads;
- equipment allocation;
- quality control;
- packaging; and
- export preparation.

The Buyer agrees to reimburse AOH for such costs where AOH has become liable to the Manufacturer.

14.8 Refund Assessment

Where a refund request is received, AOH will assess:

- the stage of production;
- procurement services already performed;
- monies paid to the Manufacturer;
- monies paid to freight providers;
- monies paid to customs brokers;
- shipping commitments;
- recoverable funds;
- Manufacturer policies; and
- other relevant commercial factors.

Any refund approved shall be limited to amounts reasonably recoverable after deduction of costs already incurred.

14.9 No Obligation to Repurchase

The Buyer acknowledges that AOH is under no obligation to:

- repurchase the Goods;
- accept return of custom manufactured Goods;
- purchase partially completed Goods;
- refund monies beyond recoverable amounts; or
- find an alternative purchaser.

Where AOH elects to assist with resale, such assistance is entirely voluntary.

14.10 Resale Assistance

Where requested by the Buyer, AOH may, at its sole discretion, assist in marketing or reselling the Buyer's Goods.

The Buyer acknowledges that:

- resale is not guaranteed;
- no timeframe is guaranteed;
- no minimum resale price is guaranteed;
- AOH may recover reasonable selling costs and commissions from the resale proceeds; and
- any resale remains subject to the agreement of the Manufacturer where production has not been completed.

14.11 Buyer Default

The Buyer shall be in default where the Buyer:

- fails to make payment by the due date;
 - fails to provide required approvals;
 - fails to provide required specifications;
 - fails to respond to reasonable requests within a reasonable period;
 - abandons the order;
 - refuses delivery;
 - becomes insolvent;
 - enters liquidation or bankruptcy;
 - appoints an administrator or receiver; or
 - otherwise breaches a material term of this Agreement.
-

14.12 AOH Rights Following Default

Where the Buyer defaults, AOH may, without limiting any other rights:

- suspend procurement services;
 - suspend production coordination;
 - suspend freight arrangements;
 - suspend delivery;
 - terminate this Agreement;
 - recover outstanding monies;
 - recover storage charges;
 - recover administration costs;
 - recover legal costs on a solicitor-client basis where permitted by law;
 - recover debt collection costs;
 - recover interest on overdue amounts where permitted by law; and
 - pursue any other remedy available at law.
-

14.13 Storage Charges

Where Goods cannot be delivered due to the Buyer's actions or omissions, AOH may arrange storage.

The Buyer shall pay all reasonable:

- storage charges;
- handling charges;
- transport charges;
- insurance costs;
- administration costs; and
- other reasonable costs associated with storing the Goods.

Storage charges shall accrue until the Goods are collected or delivered.

14.14 Abandoned Goods

Where the Buyer fails to collect or accept delivery of the Goods within a reasonable period after receiving written notice, AOH may, subject to applicable law:

- continue charging storage;
- relocate the Goods;
- arrange resale of the Goods;
- recover all reasonable costs incurred; and
- apply any resale proceeds towards amounts owed by the Buyer.

Any surplus remaining after payment of all reasonable costs shall be returned to the Buyer where required by law.

14.15 Force Majeure Cancellation

Where a Force Majeure Event prevents completion of the procurement process for an extended period, the parties agree to negotiate in good faith regarding continuation, suspension or cancellation of the order.

Neither party shall be liable for delays resulting solely from a Force Majeure Event beyond their reasonable control.

14.16 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Where the Buyer is entitled to a remedy under the Australian Consumer Law, those statutory rights prevail to the extent required by law.

14.17 Buyer's Acknowledgement

The Buyer acknowledges that:

- they understand the international procurement process;
- they understand procurement services commence shortly after acceptance;
- they understand significant costs are incurred progressively throughout the procurement process;
- they understand that custom manufactured Goods cannot ordinarily be cancelled once production has commenced;
- they have carefully read this Section; and
- they voluntarily accept these commercial arrangements as part of entering into this Agreement.

SECTION 15 – LIMITATION OF LIABILITY, BUYER INDEMNITIES & ALLOCATION OF RISK

15.1 Purpose

The purpose of this Section is to clearly allocate commercial risk between the Buyer, the Manufacturer and AOH Industries Pty Ltd ("AOH") in a manner consistent with the nature of the procurement services provided by AOH.

The Buyer acknowledges that AOH's fees are calculated on the basis of this allocation of risk.

15.2 Scope of Liability

Except to the extent liability cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation, AOH's liability is limited to matters directly arising from the procurement services supplied by AOH.

AOH is not responsible for matters solely arising from:

- manufacturing;
 - engineering;
 - design;
 - fabrication;
 - workmanship;
 - product performance;
 - certification;
 - installation by third parties;
 - modifications made by others;
 - misuse;
 - improper operation;
 - improper maintenance; or
 - matters outside AOH's reasonable control.
-

15.3 Limitation of Procurement Responsibilities

The Buyer acknowledges that AOH's role is limited to:

- procurement;
- supplier liaison;
- payment collection;
- production coordination;
- freight coordination;
- customs coordination;
- logistics;
- administration;
- after-sales communication; and
- other agreed consulting services.

The Buyer agrees that AOH is not engaged to independently verify:

- engineering calculations;
 - structural design;
 - compliance with local building laws;
 - suitability of the Goods for a particular purpose unless expressly agreed in writing;
 - Manufacturer quality systems;
 - factory production methods;
 - factory supervision; or
 - ongoing Manufacturer solvency.
-

15.4 Third-Party Providers

The Buyer acknowledges that AOH engages or coordinates numerous independent third parties including:

- Manufacturers;
- freight forwarders;
- shipping companies;
- customs brokers;
- transport providers;
- engineers;
- installers;
- insurers;
- storage providers; and
- government authorities.

Except where required by law, AOH is not liable for the independent acts, omissions, decisions or negligence of those third parties.

15.5 Consequential Loss

To the maximum extent permitted by law, AOH shall not be liable for any indirect, incidental, special or consequential loss arising from or in connection with this Agreement.

Without limitation, AOH shall not be liable for:

- loss of profits;
- loss of revenue;
- loss of business opportunity;
- loss of contracts;
- loss of production;
- business interruption;
- project delays;
- financing costs;
- interest costs;
- accommodation expenses;
- alternative accommodation;
- equipment hire;
- vehicle hire;
- crane hire;
- contractor standby costs;
- employee wages;
- liquidated damages;
- penalties payable to third parties;

- reputational damage;
 - loss of goodwill; or
 - any economic loss that is not the direct result of AOH's breach of this Agreement.
-

15.6 Delays

The Buyer acknowledges that AOH cannot control:

- manufacturing schedules;
- shipping schedules;
- customs processing;
- quarantine inspections;
- government authorities;
- weather;
- industrial disputes;
- Force Majeure Events;
- freight availability;
- supplier staffing;
- material shortages; or
- international logistics.

Accordingly, AOH accepts no liability for delays beyond its reasonable control.

15.7 Reliance Upon Buyer Information

AOH is entitled to rely upon all information supplied by the Buyer.

The Buyer warrants that all information supplied is:

- accurate;
- complete;
- current; and
- suitable for the intended procurement.

AOH shall not be liable for any loss arising from inaccurate, incomplete or misleading information supplied by the Buyer.

15.8 Buyer's Indemnity

To the maximum extent permitted by law, the Buyer indemnifies and holds harmless AOH, its directors, officers, employees, contractors and agents against all claims, losses, liabilities, damages, costs and expenses arising directly or indirectly from:

- incorrect specifications supplied by the Buyer;
- incorrect dimensions;
- failure to obtain approvals;
- failure to obtain engineering advice;
- failure to obtain certification;
- unauthorised modifications;
- misuse of the Goods;
- improper installation by third parties;
- negligent operation;
- negligent maintenance;
- breach of this Agreement by the Buyer;
- infringement of third-party intellectual property resulting from Buyer-supplied plans or specifications;
- claims brought by third parties arising from the Buyer's acts or omissions; or
- any unlawful use of the Goods by the Buyer.

This indemnity does not apply to the extent that the loss was caused by AOH's own negligence, wilful misconduct or liability that cannot lawfully be excluded.

15.9 Intellectual Property Indemnity

Where the Buyer provides:

- drawings;
- plans;
- engineering documents;
- branding;
- logos;
- trademarks;
- product designs; or
- specifications,

the Buyer warrants that they have all necessary rights to use those materials.

The Buyer indemnifies AOH against any claim alleging infringement of intellectual property rights arising from materials supplied by the Buyer.

15.10 Third-Party Claims

Where any third party brings a claim against AOH arising from:

- the Buyer's actions;
- the Buyer's installation;
- the Buyer's modifications;
- the Buyer's misuse of the Goods; or
- information supplied by the Buyer,

the Buyer agrees to indemnify AOH for all reasonable losses, costs and legal expenses incurred in defending that claim.

15.11 Duty to Mitigate

Both parties agree to take reasonable steps to minimise any loss arising from any dispute, defect, delay or other issue.

Neither party may recover damages that could reasonably have been avoided.

15.12 Maximum Liability

To the maximum extent permitted by law, and except where liability cannot lawfully be excluded, AOH's aggregate liability arising out of or in connection with this Agreement shall not exceed the total amount actually paid by the Buyer to AOH **for AOH's procurement and coordination services only**, excluding amounts collected by AOH on behalf of the Manufacturer or other third parties.

Nothing in this clause limits any non-excludable statutory rights under the Australian Consumer Law.

15.13 No Double Recovery

The Buyer shall not recover compensation more than once in respect of the same loss.

Where compensation has been received from:

- the Manufacturer;
- an insurer;
- a freight provider;

- another contractor; or
- any third party,

AOH's liability, if any, shall be reduced to the extent of that recovery.

15.14 Continuing Obligations

The indemnities and limitations contained within this Section survive:

- completion of the procurement;
 - delivery of the Goods;
 - termination of this Agreement;
 - cancellation of the order; and
 - payment in full.
-

15.15 Reasonableness

The Buyer acknowledges that:

- they have had the opportunity to obtain independent legal advice before entering into this Agreement;
 - the limitations and indemnities contained in this Section are commercially reasonable having regard to AOH's role as a procurement and payment collection agent;
 - AOH has entered into this Agreement in reliance upon these limitations of liability and risk allocation.
-

15.16 Severability

If any provision of this Section is found to be invalid, illegal or unenforceable, that provision shall be severed to the extent necessary, and the remaining provisions shall continue in full force and effect.

15.17 Australian Consumer Law

Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy that cannot be excluded, restricted or modified under the Australian Consumer Law or any other applicable legislation.

Where AOH has liability that cannot lawfully be excluded, that liability is limited only to the extent permitted by law.

The parties acknowledge that this Agreement is intended to allocate commercial risk to the maximum extent permitted by Australian law while preserving all non-excludable statutory rights.

SECTION 16 – FORCE MAJEURE, EVENTS BEYOND CONTROL & SUSPENSION OF PERFORMANCE

16.1 Purpose

The purpose of this Section is to allocate the commercial risk associated with events beyond the reasonable control of AOH Industries Pty Ltd ("AOH"), the Manufacturer, freight providers and other third parties involved in the procurement, manufacture, importation and delivery of the Goods.

The Buyer acknowledges that international procurement involves numerous parties operating across multiple countries and jurisdictions, and that circumstances outside the reasonable control of AOH may affect the performance of this Agreement.

16.2 Definition of Force Majeure Event

A **Force Majeure Event** means any event or circumstance beyond the reasonable control of AOH which prevents, delays or substantially interferes with the performance of this Agreement.

Without limitation, Force Majeure Events include:

- war;
- invasion;
- armed conflict;
- terrorism;
- civil unrest;
- riots;
- strikes;

- lockouts;
- industrial disputes;
- labour shortages;
- pandemics;
- epidemics;
- public health emergencies;
- quarantine restrictions;
- border closures;
- government directives;
- export restrictions;
- import restrictions;
- sanctions;
- changes in legislation;
- changes to customs requirements;
- changes to Australian Border Force requirements;
- changes to biosecurity requirements;
- changes to import licensing requirements;
- natural disasters;
- cyclones;
- floods;
- bushfires;
- earthquakes;
- storms;
- lightning;
- tsunamis;
- drought;
- port congestion;
- port closures;
- vessel delays;
- vessel cancellations;
- container shortages;
- shipping line cancellations;
- freight capacity shortages;
- customs inspections;
- biosecurity inspections;
- quarantine holds;
- power failures;
- internet outages;
- cyber attacks;
- Manufacturer shutdowns;
- supplier insolvency;
- shortages of raw materials;
- shortages of components;
- transport interruptions;
- fuel shortages;
- acts or omissions of government authorities; or
- any other event beyond the reasonable control of AOH.

16.3 Suspension of Obligations

Where a Force Majeure Event occurs, AOH may suspend performance of its obligations for the duration of the Force Majeure Event without being in breach of this Agreement.

The Buyer acknowledges that suspension of performance does not constitute:

- breach of contract;
- repudiation;
- negligence;
- failure to perform;
- unreasonable delay; or
- grounds for termination,

provided AOH acts reasonably in the circumstances.

16.4 Extension of Time

Where a Force Majeure Event delays any part of the procurement process, AOH shall be entitled to a reasonable extension of time to perform its obligations.

The Buyer acknowledges that all estimated production, shipping and delivery dates shall automatically be extended by the period reasonably necessary to overcome the effects of the Force Majeure Event.

Time shall not be of the essence during the existence of a Force Majeure Event unless expressly agreed in writing.

16.5 Procurement Process During Force Majeure

The Buyer acknowledges that a Force Majeure Event may affect:

- engineering;
- manufacturing;
- procurement;
- quality control;

- production scheduling;
- freight bookings;
- container allocation;
- customs processing;
- shipping schedules;
- Australian transport;
- inspections;
- importation; and
- delivery.

AOH accepts no liability for delays resulting directly or indirectly from such events.

16.6 Manufacturer Delays

The Buyer acknowledges that Manufacturers operate independently of AOH.

Where a Manufacturer experiences delays arising from a Force Majeure Event, AOH shall not be liable for those delays.

AOH will use reasonable commercial efforts to:

- communicate with the Manufacturer;
 - obtain revised production schedules;
 - keep the Buyer informed of material developments; and
 - minimise delays where reasonably practicable.
-

16.7 Freight & Shipping Delays

The Buyer acknowledges that international freight providers and shipping lines operate independently of AOH.

AOH shall not be liable for delays caused by:

- shipping line schedule changes;
- cancelled sailings;
- port congestion;
- customs holds;
- quarantine holds;
- vessel breakdowns;
- adverse weather;
- industrial disputes;
- shortages of shipping containers;

- shortages of transport equipment; or
 - any other matter beyond AOH's reasonable control.
-

16.8 Increased Costs

Where a Force Majeure Event results in increased costs beyond AOH's reasonable control, including but not limited to:

- freight surcharges;
- fuel surcharges;
- government charges;
- customs charges;
- storage;
- demurrage;
- detention;
- re-delivery;
- re-export;
- alternative shipping routes;
- additional handling; or
- emergency logistics,

AOH reserves the right to recover those reasonable additional costs from the Buyer, provided supporting information is made available upon request.

16.9 Duty to Mitigate

AOH agrees to use reasonable commercial efforts to minimise the effects of any Force Majeure Event.

Such efforts may include:

- seeking alternative Manufacturers;
- obtaining alternative freight;
- revising shipping arrangements;
- rescheduling production;
- arranging alternative transport; or
- implementing other commercially reasonable solutions.

Nothing in this clause requires AOH to incur unreasonable expense or undertake commercially unreasonable measures.

16.10 Buyer's Obligations

The Buyer agrees to cooperate with AOH during any Force Majeure Event.

The Buyer must:

- respond to reasonable requests;
 - provide required approvals;
 - make payments when due unless otherwise agreed;
 - cooperate with revised delivery arrangements;
 - cooperate with revised production schedules; and
 - take reasonable steps to minimise any loss.
-

16.11 Prolonged Force Majeure

Where a Force Majeure Event continues for a prolonged period and materially prevents completion of the procurement process, AOH and the Buyer agree to negotiate in good faith regarding:

- revised delivery dates;
- revised production schedules;
- revised freight arrangements;
- suspension of the order;
- cancellation of the order; or
- any other commercially reasonable solution.

Where cancellation is agreed, the provisions of **Section 14 – Cancellations, Refunds, Buyer Default & Recovery of Costs** shall continue to apply.

16.12 No Liability for Force Majeure

Except where liability cannot lawfully be excluded, AOH shall not be liable for any loss, cost, expense or damage arising directly or indirectly from a Force Majeure Event.

Without limitation, AOH shall not be liable for:

- project delays;
- business interruption;
- financing costs;
- accommodation costs;
- contractor costs;

- loss of profits;
 - loss of opportunity;
 - penalties payable to third parties;
 - liquidated damages;
 - consequential loss; or
 - any indirect economic loss arising from a Force Majeure Event.
-

16.13 Continuing Effect

The occurrence of a Force Majeure Event does not terminate this Agreement.

All rights and obligations under this Agreement continue unless the Agreement is terminated in accordance with its terms or by mutual written agreement between the parties.

16.14 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Where a statutory right applies, that right prevails to the extent required by law while the remainder of this Agreement continues in full force and effect.

16.15 Buyer's Acknowledgement

The Buyer acknowledges that:

- international procurement is subject to events beyond the reasonable control of AOH;
- delays caused by Force Majeure Events are an inherent risk of international trade;
- AOH has no practical ability to control many events affecting overseas manufacture, international shipping and customs processes;
- this Section forms a fundamental part of the commercial allocation of risk under this Agreement; and
- they have read, understood and voluntarily accepted the provisions of this Section before entering into this Agreement.

SECTION 17 – DISPUTE RESOLUTION, GOVERNING LAW & GENERAL LEGAL PROVISIONS

17.1 Purpose

The purpose of this Section is to establish the procedures for resolving disputes arising under this Agreement and to set out the general legal provisions governing the relationship between the Buyer and AOH Industries Pty Ltd ("AOH").

The parties acknowledge that disputes are best resolved promptly, commercially and in good faith wherever reasonably possible.

17.2 Good Faith

The Buyer and AOH agree to act honestly, reasonably and in good faith in performing their obligations under this Agreement.

Where a dispute arises, both parties agree to make genuine and reasonable efforts to resolve the matter before commencing legal proceedings.

17.3 Notification of Dispute

A party claiming that a dispute has arisen must notify the other party in writing.

The notice should include:

- the nature of the dispute;
- the relevant facts;
- supporting documents;
- the outcome sought; and
- any proposed resolution.

The parties agree to exchange all information reasonably necessary to assist in resolving the dispute.

17.4 Initial Negotiation

Within a reasonable time after receiving notice of the dispute, senior representatives of both parties shall use reasonable commercial efforts to negotiate a resolution.

Unless urgent relief is required, neither party shall commence legal proceedings until reasonable attempts at negotiation have occurred.

17.5 Mediation

If the dispute cannot be resolved through negotiation, either party may request mediation.

Unless otherwise agreed:

- mediation shall be conducted in Queensland;
- the mediator shall be appointed by agreement or, failing agreement, by the President of the Queensland Law Society (or successor body);
- each party shall bear its own legal costs; and
- the costs of the mediator shall be shared equally unless otherwise agreed.

Nothing in this clause prevents either party from seeking urgent interlocutory relief from a court.

17.6 Court Proceedings

If mediation is unsuccessful or inappropriate in the circumstances, either party may commence legal proceedings in a court of competent jurisdiction.

Nothing in this Agreement prevents either party from commencing debt recovery proceedings where monies remain unpaid.

17.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland, Australia.

The parties irrevocably submit to the exclusive jurisdiction of the courts of Queensland and any courts having jurisdiction to hear appeals from those courts.

17.8 Electronic Communications

The Buyer acknowledges that AOH conducts business electronically.

The Buyer agrees that notices, approvals and communications may be given by:

- email;
- electronic document signing platforms;
- SMS;
- online customer portals;
- secure messaging applications;
- electronic invoicing systems; or
- any other electronic communication method agreed between the parties.

Electronic communications shall have the same legal effect as written communications.

17.9 Electronic Signatures

The parties agree that this Agreement, quotations, approvals, variations, payment plans and related documents may be executed electronically.

Electronic signatures shall be deemed equivalent to handwritten signatures for all legal purposes.

17.10 Assignment

The Buyer must not assign, transfer or novate any rights or obligations under this Agreement without the prior written consent of AOH.

AOH may assign or subcontract any part of its procurement services where reasonably necessary to fulfil the Buyer's order.

Such assignment does not relieve AOH of obligations that cannot lawfully be delegated.

17.11 Waiver

Failure by either party to exercise any right under this Agreement shall not constitute a waiver of that right.

A waiver shall only be effective if:

- made in writing; and
- signed by the party granting the waiver.

A single waiver shall not constitute a continuing waiver.

17.12 Severability

If any provision of this Agreement is held by a court to be invalid, illegal or unenforceable, that provision shall be severed only to the extent necessary.

The remaining provisions shall remain valid and enforceable.

17.13 Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the procurement services supplied by AOH.

It supersedes all prior:

- negotiations;
- discussions;
- correspondence;
- marketing material;
- brochures;
- catalogues;
- verbal representations;
- proposals; and
- understandings,

except where expressly incorporated into this Agreement.

17.14 Amendments

No amendment to this Agreement shall be binding unless:

- made in writing; and
- approved by AOH.

The latest published version of this Agreement shall apply to future transactions unless otherwise agreed in writing.

Amendments shall not affect orders already accepted unless agreed by both parties.

17.15 Independent Contractors

Nothing contained within this Agreement creates:

- a partnership;
- joint venture;
- employment relationship;
- fiduciary relationship beyond the procurement appointment;
- agency relationship beyond the scope expressly described in this Agreement.

Each party remains an independent contracting party.

17.16 Confidentiality

The Buyer agrees to keep confidential any confidential commercial information disclosed by AOH including:

- supplier identities where confidential;
- procurement methods;
- pricing structures;
- trade discounts;
- commercial arrangements;
- engineering information;
- confidential quotations;
- technical documentation; and
- other proprietary business information.

This clause does not prevent disclosure where required by law or where the information is already publicly available.

17.17 Intellectual Property

Unless otherwise agreed in writing, all intellectual property created by or belonging to AOH remains the property of AOH.

This includes:

- quotations;
- engineering drawings prepared by AOH;
- layouts;
- CAD drawings;
- marketing material;
- photographs;
- website content;
- product descriptions;
- branding;
- logos;
- documentation; and
- other proprietary material.

The Buyer must not reproduce, distribute or commercially exploit such material without AOH's prior written consent.

Where the Buyer supplies plans, drawings, branding or specifications, ownership of those materials remains with the Buyer or the lawful owner.

17.18 Notices

Any notice under this Agreement may be given by:

- personal delivery;
- prepaid post;
- email;
- electronic document platform; or
- any other agreed electronic communication method.

A notice shall be deemed received:

- immediately if delivered personally;
 - two (2) Business Days after posting within Australia;
 - on transmission if sent by email without an error notification; or
 - at the time recorded by the relevant electronic communication platform.
-

17.19 Survival

The following provisions survive termination, cancellation or completion of this Agreement:

- payment obligations;
 - warranties;
 - indemnities;
 - limitation of liability;
 - confidentiality;
 - intellectual property;
 - dispute resolution;
 - governing law;
 - Australian Consumer Law;
 - and any clause which by its nature is intended to survive.
-

17.20 Australian Consumer Law

Nothing contained within this Agreement excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Where a statutory guarantee applies, that guarantee prevails to the extent required by law while the remainder of this Agreement continues in full force and effect.

17.21 Buyer's Declaration

The Buyer declares and acknowledges that they:

- have read this Agreement in full;
 - understand the nature of the procurement services supplied by AOH;
 - understand that AOH acts as a procurement, logistics and payment collection agent;
 - have had the opportunity to obtain independent legal, financial and technical advice;
 - have carefully reviewed all quotations, specifications and supporting documents;
 - voluntarily enter into this Agreement;
 - understand the allocation of commercial risk contained within this Agreement; and
 - agree to be legally bound by all of its terms and conditions.
-

17.22 Execution

This Agreement may be executed:

- by handwritten signature;
- electronically;
- by acceptance of a quotation;
- by payment of an invoice;
- by acceptance through an electronic platform;
- by commencement of a payment plan; or
- by any other method of acceptance recognised under this Agreement.

Execution by any of the above methods constitutes the Buyer's agreement to be legally bound by this Agreement.

SECTION 18 – PRIVACY, CONFIDENTIALITY, RECORDS & COMMUNICATIONS

18.1 Purpose

The purpose of this Section is to establish how AOH Industries Pty Ltd ("AOH") collects, stores, uses and discloses information obtained during the procurement process, and to define the confidentiality obligations of both parties.

The Buyer acknowledges that the international procurement process requires AOH to collect and disclose certain information to Manufacturers, freight providers, customs authorities and other parties involved in fulfilling the Buyer's order.

18.2 Collection of Information

The Buyer authorises AOH to collect personal, business and commercial information reasonably necessary to:

- prepare quotations;
- process orders;
- coordinate manufacture;
- arrange procurement services;
- arrange freight;

- arrange customs clearance;
- arrange delivery;
- facilitate warranty claims;
- comply with legal obligations;
- communicate with the Buyer; and
- provide after-sales services.

Information collected may include:

- full name;
- business name;
- ABN or ACN;
- delivery address;
- postal address;
- billing address;
- email addresses;
- telephone numbers;
- payment details;
- product specifications;
- engineering documents;
- site information;
- identification required by law; and
- any other information reasonably necessary to perform the procurement services.

18.3 Disclosure of Information

The Buyer authorises AOH to disclose information where reasonably necessary to fulfil the Buyer's order.

Without limitation, information may be disclosed to:

- overseas Manufacturers;
- Australian suppliers;
- freight forwarders;
- shipping companies;
- customs brokers;
- transport providers;
- storage providers;
- insurers;
- banks;
- finance providers;
- government departments;
- Australian Border Force;
- the Department of Agriculture, Fisheries and Forestry;
- State or Local Government authorities;

- legal advisers;
- accountants;
- debt recovery agencies;
- courts and tribunals; or
- any other person reasonably required to facilitate the procurement process.

Information will only be disclosed to the extent reasonably necessary for the relevant purpose or as otherwise required by law.

18.4 Overseas Disclosure

The Buyer acknowledges that procurement of Goods from overseas Manufacturers necessarily requires disclosure of information outside Australia.

The Buyer expressly consents to AOH providing relevant information to overseas Manufacturers and associated suppliers for the purposes of manufacturing, shipping and fulfilling the Buyer's order.

The Buyer acknowledges that overseas privacy laws may differ from Australian privacy laws.

18.5 Privacy Compliance

AOH will take reasonable steps to collect, store and use personal information in accordance with applicable Australian privacy legislation.

Nothing in this Agreement requires AOH to disclose confidential commercial information where disclosure is not required by law.

18.6 Commercial Confidentiality

The Buyer acknowledges that AOH has invested substantial time, experience and resources in establishing its procurement network.

Accordingly, the Buyer agrees that confidential commercial information obtained during the procurement process shall remain confidential.

Confidential information includes, without limitation:

- Manufacturer identities where confidential;

- supplier pricing;
 - negotiated discounts;
 - procurement methods;
 - factory contacts;
 - engineering information;
 - freight arrangements;
 - commercial agreements;
 - pricing structures;
 - business systems;
 - confidential quotations;
 - trade information;
 - operating procedures; and
 - any information identified as confidential by AOH.
-

18.7 Buyer's Confidentiality Obligations

The Buyer agrees that they will not, without AOH's prior written consent:

- disclose confidential commercial information to third parties;
- publish confidential pricing;
- reproduce confidential documentation;
- distribute confidential engineering drawings;
- use confidential information to bypass AOH in relation to the procurement process;
- use confidential information to solicit Manufacturers or suppliers introduced by AOH where such information is confidential; or
- otherwise misuse confidential information obtained through the procurement relationship.

This clause does not restrict disclosure required by law.

18.8 Publicly Available Information

Nothing in this Agreement prevents either party from using information that:

- is publicly available;
 - becomes publicly available through no breach of this Agreement;
 - was lawfully known before disclosure; or
 - is required to be disclosed by law.
-

18.9 Records

AOH may retain records relating to the procurement process including:

- quotations;
- invoices;
- payment records;
- communications;
- engineering documents;
- freight documents;
- shipping documents;
- photographs;
- warranty records;
- inspection reports;
- production information; and
- other documents relevant to the Buyer's order.

Such records may be retained for as long as reasonably necessary to comply with legal, accounting, taxation, warranty or business requirements.

18.10 Communications

The Buyer agrees that AOH may communicate with the Buyer using:

- email;
- telephone;
- SMS;
- electronic messaging;
- customer portals;
- electronic document signing platforms;
- postal services; or
- any other reasonable communication method.

The Buyer is responsible for ensuring that their contact details remain current throughout the procurement process.

18.11 Electronic Records

The Buyer agrees that electronic records maintained by AOH, including:

- emails;

- quotations;
- invoices;
- electronic approvals;
- payment records;
- electronic signatures;
- photographs;
- videos; and
- electronic communications,

may be relied upon as evidence of communications and transactions between the parties.

18.12 Recording of Communications

Where permitted by law, AOH may retain copies of communications with the Buyer for quality assurance, training, dispute resolution, warranty administration, debt recovery, legal proceedings and record-keeping purposes.

18.13 Debt Recovery

Where the Buyer defaults under this Agreement, the Buyer authorises AOH to disclose information reasonably necessary for debt recovery purposes to:

- legal advisers;
 - debt collection agencies;
 - courts;
 - tribunals;
 - insolvency practitioners; and
 - credit reporting bodies where permitted by law.
-

18.14 Intellectual Property & Documentation

All quotations, procurement documents, layouts, engineering drawings prepared by AOH, procurement procedures, operating systems and internal documentation remain the property of AOH unless otherwise agreed in writing.

The Buyer receives a limited, non-exclusive right to use documentation solely for the purpose of completing the procurement transaction.

18.15 Survival

The confidentiality and privacy obligations contained within this Section survive:

- completion of the procurement process;
 - delivery of the Goods;
 - termination of this Agreement;
 - cancellation of the order; and
 - payment in full.
-

18.16 Australian Consumer Law & Privacy Legislation

Nothing contained within this Section excludes, restricts or modifies any obligations imposed upon AOH under:

- the Australian Consumer Law;
- the Privacy Act 1988 (Cth); or
- any other applicable legislation.

Where legislation imposes obligations upon AOH that cannot lawfully be excluded, those obligations prevail to the extent required by law.

18.17 Buyer's Acknowledgement

The Buyer acknowledges that:

- they have read this Section in full;
- they understand that information will be shared with overseas Manufacturers and service providers where reasonably necessary;
- they consent to such disclosure for the purposes of fulfilling their order;
- they understand their confidentiality obligations under this Agreement; and
- they agree to be bound by the terms of this Section.

SECTION 19 – TITLE, OWNERSHIP OF GOODS, RISK & RETENTION OF TITLE

19.1 Purpose

The purpose of this Section is to establish when ownership of the Goods passes to the Buyer, when risk transfers and the respective rights of the Buyer, AOH Industries Pty Ltd ("AOH") and the Manufacturer throughout the procurement process.

The Buyer acknowledges that AOH acts as a procurement, logistics and payment collection agent and that ownership arrangements differ depending upon the stage of manufacture, shipment and delivery.

19.2 Ownership During Procurement

The Buyer acknowledges that, until the Goods are fully manufactured and ownership is capable of passing, the Goods remain under the ownership and control of the Manufacturer.

AOH does not claim ownership of Goods manufactured by independent overseas Manufacturers unless expressly agreed in writing.

19.3 Ownership Following Importation

Where AOH collects payment on behalf of the Manufacturer and the Buyer has paid all monies owing under this Agreement, beneficial ownership of the Goods shall pass to the Buyer upon completion of delivery, subject to any applicable rights retained by the Manufacturer under its manufacturing agreement and any applicable law.

Where payment remains outstanding, ownership shall not pass until all monies payable under this Agreement have been received in cleared funds.

19.4 Retention of Title

To the extent permitted by law, legal and equitable title to the Goods shall not pass to the Buyer until:

- the Contract Price has been paid in full;
- all freight charges have been paid;
- all storage charges have been paid;
- all variation charges have been paid;
- all customs charges payable by the Buyer have been paid;
- all other amounts payable under this Agreement have been received in cleared funds.

Until title passes, the Buyer acknowledges that AOH or the Manufacturer (as applicable) may retain ownership rights in the Goods.

19.5 Risk in the Goods

Unless otherwise required by law, risk in the Goods passes to the Buyer immediately upon the earlier of:

- delivery to the Buyer's nominated address;
- collection by the Buyer;
- collection by the Buyer's nominated carrier;
- delivery to any location nominated by the Buyer.

Where the Buyer arranges their own transport, risk passes immediately upon collection by the Buyer's carrier.

19.6 Goods Awaiting Collection

Where Goods are available for collection but the Buyer delays collection, all risk passes to the Buyer once the Buyer has been notified that the Goods are available for collection.

The Buyer shall remain responsible for:

- storage costs;
 - insurance (where applicable);
 - deterioration not caused by AOH;
 - damage caused by third parties after risk has passed; and
 - all reasonable costs associated with delayed collection.
-

19.7 Storage

Where Goods are stored pending delivery or collection, AOH may arrange storage through independent storage providers.

The Buyer acknowledges that storage is provided at the Buyer's risk once risk has passed under this Agreement.

Reasonable storage charges shall be payable by the Buyer.

19.8 Buyer Must Not Deal with Goods Before Ownership Passes

Until ownership has passed to the Buyer, the Buyer must not, without prior written approval:

- sell the Goods;
 - mortgage the Goods;
 - pledge the Goods;
 - grant security over the Goods;
 - dispose of the Goods;
 - alter identifying marks;
 - remove serial numbers; or
 - otherwise deal with the Goods in a manner inconsistent with the ownership rights retained under this Agreement.
-

19.9 Access to Recover Goods

Where ownership has not passed due to non-payment, and to the extent permitted by law, the Buyer authorises AOH or its authorised representatives to enter premises where the Goods are reasonably believed to be located for the purpose of recovering the Goods.

AOH agrees to exercise this right lawfully and with reasonable care.

Nothing in this clause authorises unlawful entry.

19.10 Insurance Following Delivery

Following transfer of risk, the Buyer is responsible for obtaining and maintaining appropriate insurance for the Goods.

AOH recommends that the Buyer obtain insurance appropriate to:

- the value of the Goods;
 - the intended use;
 - the installation location;
 - business interruption;
 - theft;
 - accidental damage;
 - public liability; and
 - any other risks relevant to the Buyer's circumstances.
-

19.11 Security Interests

Where applicable, the Buyer acknowledges that AOH may register any security interest arising under this Agreement in accordance with the **Personal Property Securities Act 2009 (Cth) ("PPSA")**.

The Buyer agrees to do all things reasonably required to enable AOH to perfect, maintain or enforce any security interest created under this Agreement.

19.12 Personal Property Securities Act

To the extent permitted by the PPSA:

- the Buyer waives any rights to receive notices that may lawfully be waived;
- AOH may register financing statements;
- the Buyer shall not register any financing statement affecting AOH's interest without AOH's written consent;
- the Buyer shall promptly execute documents reasonably requested by AOH to protect its security interest.

Nothing in this clause limits any rights that cannot lawfully be excluded under the PPSA.

19.13 Recovery Costs

Where AOH lawfully exercises its rights to recover Goods due to Buyer default, the Buyer shall reimburse AOH for all reasonable costs incurred including:

- transport;
 - storage;
 - legal costs;
 - repossession costs;
 - administration;
 - freight;
 - handling;
 - remarketing; and
 - resale costs.
-

19.14 Sale of Recovered Goods

Where Goods are lawfully recovered due to Buyer default, AOH may, subject to applicable law:

- retain the Goods;
- complete manufacture;
- resell the Goods;
- remarket the Goods;
- apply sale proceeds towards monies owing under this Agreement; and
- recover any remaining shortfall from the Buyer.

Any surplus remaining after payment of all reasonable costs shall be dealt with in accordance with applicable law.

19.15 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law, the Personal Property Securities Act 2009 (Cth) or any other applicable legislation.

Where a statutory right applies, that right prevails to the extent required by law while the remainder of this Agreement continues in full force and effect.

19.16 Buyer's Acknowledgement

The Buyer acknowledges that:

- they understand when ownership and risk pass under this Agreement;
- they understand that AOH may retain or protect ownership rights until payment is received in full where permitted by law;
- they understand their obligations regarding storage, insurance and delayed collection;
- they acknowledge that the PPSA may apply to transactions under this Agreement; and
- they have read, understood and voluntarily accepted the provisions of this Section before entering into this Agreement.

SECTION 20 – DEFAULT, SUSPENSION OF SERVICES, TERMINATION & SURVIVING RIGHTS

20.1 Purpose

The purpose of this Section is to establish the circumstances in which AOH Industries Pty Ltd ("AOH") or the Buyer may suspend, terminate or otherwise bring this Agreement to an end, and to define the rights and obligations that continue after termination.

The Buyer acknowledges that this Agreement relates to an international procurement transaction involving independent Manufacturers, overseas suppliers and third-party service providers, and that termination may not prevent obligations already incurred.

20.2 Events of Buyer Default

The Buyer shall be in default under this Agreement if the Buyer:

- fails to pay any amount owing by the due date;
- fails to comply with an agreed payment plan;
- provides false, misleading or incomplete information;
- fails to provide specifications, approvals or information reasonably required to progress the order;
- refuses or fails to accept delivery;
- abandons the order;
- fails to respond to reasonable communications for more than fourteen (14) days where such response is required to progress the order;
- becomes insolvent;
- enters liquidation, administration, receivership or bankruptcy;
- enters into an arrangement with creditors;

- commits a serious breach of this Agreement; or
 - otherwise prevents the procurement process from continuing.
-

20.3 Suspension of Services

Without limiting any other rights available under this Agreement or at law, AOH may immediately suspend some or all procurement services where:

- payment is overdue;
- the Buyer is in default;
- required approvals have not been received;
- specifications remain incomplete;
- the Buyer fails to cooperate with the procurement process;
- fraud is suspected;
- unlawful conduct is suspected;
- compliance with legal obligations requires suspension; or
- continuation of the procurement process would expose AOH to unreasonable commercial risk.

Suspension of services does not constitute termination of this Agreement.

20.4 Effect of Suspension

During any period of suspension, AOH may suspend:

- procurement activities;
- communications with the Manufacturer;
- engineering coordination;
- production scheduling;
- freight bookings;
- customs coordination;
- delivery arrangements;
- warranty assistance; and
- any other services connected with the Buyer's order.

The Buyer acknowledges that suspension may result in:

- production delays;
- revised delivery estimates;
- increased freight charges;
- loss of shipping allocations;
- additional storage costs;

- Manufacturer charges; and
- other reasonable costs beyond AOH's control.

Such costs remain the responsibility of the Buyer where they arise from the Buyer's default.

20.5 Termination by AOH

AOH may terminate this Agreement by written notice where:

- the Buyer commits a material breach which is not remedied within a reasonable period after written notice;
- the Buyer becomes insolvent;
- continued performance would be unlawful;
- fraud or serious misconduct is discovered;
- the Buyer abandons the procurement process; or
- the Buyer otherwise repudiates this Agreement.

Termination shall not affect any rights that accrued before termination.

20.6 Termination by Buyer

The Buyer may terminate this Agreement only:

- in accordance with Section 14 of this Agreement;
- where required by applicable law;
- by mutual written agreement; or
- where AOH commits a material breach that remains unremedied after receiving reasonable written notice.

The Buyer acknowledges that termination does not automatically entitle the Buyer to a refund of amounts already committed to Manufacturers or third parties.

20.7 Obligations Following Termination

Following termination:

- all outstanding amounts immediately become due and payable;
- AOH may recover all reasonable costs incurred prior to termination;

- Goods already manufactured or in production remain subject to the applicable provisions of this Agreement;
 - any storage charges continue until the Goods are collected or otherwise lawfully disposed of; and
 - the parties must cooperate to finalise any outstanding matters where reasonably practicable.
-

20.8 Recovery of Outstanding Amounts

Where money remains owing following termination, AOH may recover:

- unpaid procurement fees;
 - Manufacturer charges;
 - engineering costs;
 - administration fees;
 - freight costs;
 - storage charges;
 - customs charges;
 - legal costs (where recoverable);
 - debt recovery costs;
 - interest where permitted by law; and
 - any other reasonable costs incurred due to the Buyer's default.
-

20.9 No Release from Existing Obligations

Termination of this Agreement does not release either party from obligations that arose before termination.

Without limitation, termination does not affect obligations relating to:

- payment;
- indemnities;
- warranties;
- confidentiality;
- intellectual property;
- storage charges;
- freight charges;
- dispute resolution;
- limitation of liability;

- governing law; or
 - any obligation intended to survive termination.
-

20.10 Force Majeure

Termination shall not occur solely because performance has been delayed by a Force Majeure Event unless the parties otherwise agree or continuation of the Agreement has become commercially impossible for an extended period.

Section 16 continues to apply.

20.11 Abandoned Orders

Where the Buyer abandons an order or fails to provide instructions necessary to complete the procurement process, AOH may:

- suspend the order;
 - store the Goods;
 - recover reasonable storage costs;
 - issue written notices requesting instructions;
 - terminate the Agreement after providing reasonable notice; and
 - exercise any other rights available under this Agreement or applicable law.
-

20.12 Preservation of Statutory Rights

Nothing contained within this Section limits any rights or remedies available to either party under applicable legislation.

Where the Buyer has rights that cannot lawfully be excluded under the Australian Consumer Law, those rights continue despite termination of this Agreement.

20.13 Entire Commercial Allocation

The Buyer acknowledges that:

- termination may not reverse procurement activities already undertaken;
 - Manufacturers, freight providers and third parties may already have incurred substantial costs;
 - AOH has entered into commercial commitments on the Buyer's behalf;
 - termination does not cancel obligations already accrued; and
 - the allocation of risk contained within this Agreement is commercially reasonable having regard to AOH's role as an international procurement and payment collection agent.
-

20.14 Australian Consumer Law

Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded under the **Australian Consumer Law**, the **Competition and Consumer Act 2010 (Cth)** or any other applicable legislation.

Where a statutory right applies, that right prevails to the extent required by law.

20.15 Buyer's Acknowledgement

The Buyer acknowledges that they:

- have read and understood this Section in full;
- understand when AOH may suspend or terminate services;
- understand that termination does not automatically entitle the Buyer to a refund;
- understand that obligations already incurred remain payable;
- understand that this Section forms a fundamental part of the commercial allocation of risk under this Agreement; and
- voluntarily agree to be bound by its terms upon acceptance of this Agreement.

SECTION 21 – GENERAL PROVISIONS, INTERPRETATION & MISCELLANEOUS TERMS

21.1 Purpose

This Section contains the general legal provisions governing the interpretation, operation and ongoing administration of this Agreement.

These provisions are intended to ensure the Agreement remains enforceable, commercially practical and consistent with Australian law.

21.2 Entire Agreement

This Agreement constitutes the entire agreement between the Buyer and AOH Industries Pty Ltd ("AOH") concerning the procurement services and Goods the subject of this Agreement.

It supersedes all previous:

- discussions;
- negotiations;
- quotations;
- correspondence;
- proposals;
- marketing material;
- brochures;
- catalogues;
- website content;
- verbal representations;
- understandings; and
- prior agreements,

except where expressly incorporated into this Agreement.

No statement or representation made before entering this Agreement forms part of this Agreement unless expressly confirmed in writing.

21.3 No Reliance

The Buyer acknowledges that, in entering into this Agreement, they have not relied upon any statement, promise, representation or warranty other than those expressly contained in this Agreement.

Without limitation, the Buyer acknowledges that they have not relied solely upon:

- advertising;
- social media;
- website material;
- brochures;
- photographs;
- estimates;

- verbal discussions;
- opinions;
- recommendations; or
- promotional material,

except where expressly incorporated into this Agreement.

Nothing in this clause excludes liability for fraudulent or misleading conduct or limits rights that cannot lawfully be excluded.

21.4 Amendments

No amendment, variation or modification of this Agreement shall be binding unless:

- made in writing; and
- approved by an authorised representative of AOH.

Verbal agreements shall not vary this Agreement.

21.5 Waiver

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision.

A waiver shall only be effective if:

- made in writing;
- signed by the party granting the waiver; and
- expressed to be a waiver.

A waiver on one occasion shall not constitute a continuing waiver.

21.6 Severability

If any provision of this Agreement is held by a court or tribunal to be invalid, illegal or unenforceable:

- that provision shall be severed only to the extent necessary; and
- the remaining provisions shall continue in full force and effect.

The parties intend that every provision operate to the maximum extent permitted by law.

21.7 Further Assurances

Each party agrees to execute any documents and perform any acts reasonably necessary to give effect to this Agreement and to complete the procurement process.

21.8 Assignment

The Buyer must not assign, transfer or otherwise deal with any rights or obligations under this Agreement without AOH's prior written consent.

AOH may assign, subcontract or delegate procurement services where reasonably necessary to fulfil the Buyer's order.

Any such assignment does not relieve AOH of obligations that cannot lawfully be delegated.

21.9 Subcontracting

The Buyer acknowledges that AOH may engage independent contractors, consultants and subcontractors to perform aspects of the procurement process including:

- freight coordination;
- customs brokerage;
- engineering consultation;
- inspections;
- transport;
- warehousing;
- administration;
- logistics; and
- technical services.

Such engagement does not alter AOH's role under this Agreement.

21.10 Notices

Unless otherwise agreed, notices under this Agreement may be provided by:

- email;
- electronic document platform;
- SMS;
- registered post;
- courier; or
- personal delivery.

A notice shall be deemed received:

- immediately if personally delivered;
 - upon successful transmission if sent electronically without error notification;
 - two (2) Business Days after posting within Australia; or
 - at the time recorded by the electronic communication platform.
-

21.11 Electronic Transactions

The parties agree that this Agreement may be entered into electronically.

Acceptance may occur by:

- electronic signature;
- email confirmation;
- payment of an invoice;
- acceptance of a quotation;
- approval of drawings;
- commencement of a payment plan;
- acceptance through an online ordering platform; or
- any other electronic method recognised under Australian law.

Electronic acceptance shall have the same legal effect as execution by handwritten signature.

21.12 Relationship of Parties

Nothing contained within this Agreement creates:

- a partnership;
- joint venture;
- employment relationship;
- franchise;

- agency relationship beyond that expressly described in this Agreement; or
- fiduciary relationship beyond the agreed procurement appointment.

Each party remains an independent contracting party.

21.13 Survival

The following provisions survive completion, termination or cancellation of this Agreement:

- payment obligations;
 - confidentiality;
 - privacy;
 - warranties;
 - limitation of liability;
 - indemnities;
 - dispute resolution;
 - governing law;
 - intellectual property;
 - debt recovery;
 - storage charges;
 - Australian Consumer Law provisions; and
 - any clause which by its nature is intended to survive.
-

21.14 Interpretation

Unless the context otherwise requires:

- headings are for convenience only;
 - the singular includes the plural and vice versa;
 - one gender includes every gender;
 - references to legislation include amendments and replacement legislation;
 - "including" means "including without limitation";
 - references to a person include companies, trusts, partnerships, government authorities and other legal entities;
 - obligations applying to more than one Buyer apply jointly and severally.
-

21.15 Reasonable Commercial Conduct

Both parties agree to conduct themselves honestly and reasonably throughout the procurement process.

Neither party shall deliberately obstruct performance of this Agreement or knowingly provide false or misleading information.

21.16 Costs

Unless otherwise stated, each party shall bear its own legal, accounting and professional costs associated with entering into this Agreement.

Where this Agreement expressly permits recovery of costs following Buyer default, the Buyer shall reimburse AOH for those reasonable costs.

21.17 Headings

Headings, numbering and formatting are included for convenience only and do not affect the interpretation of this Agreement.

21.18 Counterparts

This Agreement may be executed in any number of counterparts.

Each counterpart shall constitute an original, and together they shall constitute one agreement.

Electronic copies shall be treated as originals.

21.19 Governing Law

This Agreement is governed by the laws of the State of Queensland, Australia.

The parties submit to the exclusive jurisdiction of the courts and tribunals of Queensland, subject to any jurisdiction conferred by Commonwealth legislation.

21.20 Australian Consumer Law

Nothing contained within this Agreement excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the **Competition and Consumer Act 2010 (Cth)**, the **Australian Consumer Law**, or any other applicable legislation.

Any provision inconsistent with a non-excludable statutory right shall operate only to the extent permitted by law.

21.21 Buyer's Declaration

The Buyer declares and acknowledges that:

- they have carefully read this Agreement;
 - they understand AOH's role as an international procurement, logistics and payment collection agent;
 - they understand that the Goods are manufactured by an independent overseas Manufacturer;
 - they have had the opportunity to obtain independent legal, engineering, financial and technical advice;
 - they have reviewed all quotations, specifications and supporting documentation;
 - they voluntarily enter into this Agreement;
 - they accept the commercial allocation of risk contained within this Agreement; and
 - they agree to be legally bound by this Agreement upon acceptance.
-

21.22 Execution

This Agreement may be accepted and become legally binding by:

- signing this Agreement;
- electronically signing this Agreement;
- signing or accepting a quotation;
- paying a deposit;
- paying an invoice;
- commencing a payment plan;
- approving production;
- approving drawings or specifications;

- instructing AOH to proceed with procurement; or
- any other method of acceptance recognised under this Agreement.

The Buyer agrees that any of the above methods constitute full acceptance of this Agreement and create a legally binding contract between the parties.

SECTION 22 – EXECUTION, ACCEPTANCE OF TERMS & CUSTOMER DECLARATION

22.1 Purpose

This Section establishes the methods by which this Agreement becomes legally binding and records the Buyer's acknowledgements, declarations and acceptance of the commercial arrangements contained within this Agreement.

The Buyer acknowledges that AOH Industries Pty Ltd ("AOH") would not agree to provide procurement, logistics and payment collection services without these acknowledgements and declarations.

22.2 Acceptance of this Agreement

The Buyer acknowledges and agrees that this Agreement becomes legally binding immediately upon the earliest occurrence of any one or more of the following events:

- signing this Agreement;
- electronically signing this Agreement;
- signing or accepting a quotation;
- approving drawings;
- approving specifications;
- approving engineering;
- paying a deposit;
- paying any invoice;
- entering into a payment plan;
- making any instalment payment;
- providing written instructions to proceed;
- accepting a quotation by email;
- accepting a quotation by SMS;

- accepting a quotation through an online platform;
- accepting a quotation through electronic messaging;
- requesting production to commence;
- requesting procurement services to commence;
- requesting container allocation; or
- otherwise instructing AOH to proceed with the procurement process.

Any one of the above actions constitutes full acceptance of this Agreement.

22.3 Electronic Transactions

The Buyer agrees that this Agreement may be entered into electronically in accordance with applicable Australian legislation.

Electronic acceptance shall have the same legal effect as a handwritten signature.

The Buyer agrees that no further signature shall be required once this Agreement has been accepted electronically.

22.4 Authority

Where the Buyer is:

- a company;
- trustee;
- partnership;
- incorporated association;
- government authority; or
- other legal entity,

the individual accepting this Agreement warrants that they have full authority to bind that entity.

Where more than one Buyer enters into this Agreement, each Buyer shall be jointly and severally liable for all obligations arising under this Agreement.

22.5 Buyer's Declaration

The Buyer declares and acknowledges that:

- (a) they have carefully read this Agreement in its entirety;
 - (b) they understand the purpose of every section of this Agreement;
 - (c) they have had sufficient opportunity to ask questions before entering into this Agreement;
 - (d) they understand that AOH acts as an international procurement, logistics and payment collection agent;
 - (e) they understand that the Goods are manufactured by independent overseas Manufacturers;
 - (f) they understand that AOH is not the manufacturer of the Goods;
 - (g) they understand that AOH coordinates procurement and logistics rather than manufacturing the Goods;
 - (h) they understand the allocation of commercial risk contained within this Agreement;
 - (i) they have independently determined that the Goods are suitable for their intended purpose;
 - (j) they have reviewed all specifications, quotations and supporting documentation;
 - (k) they understand that procurement services commence shortly after acceptance;
 - (l) they understand that payments may immediately be committed to Manufacturers and third-party suppliers;
 - (m) they understand that custom manufactured Goods may not be capable of cancellation once production commences;
 - (n) they understand that delays may occur due to events beyond AOH's reasonable control;
 - (o) they have had the opportunity to obtain independent legal, engineering, financial and technical advice before entering into this Agreement;
 - (p) they voluntarily accept the commercial arrangements contained within this Agreement.
-

22.6 Independent Advice

The Buyer acknowledges that AOH has recommended that the Buyer obtain independent professional advice where appropriate, including:

- legal advice;

- engineering advice;
- building advice;
- financial advice;
- taxation advice;
- certification advice;
- planning advice; and
- any other professional advice relevant to the Buyer's intended use of the Goods.

The Buyer acknowledges that they have either:

- obtained such advice; or
 - voluntarily chosen to proceed without obtaining such advice.
-

22.7 No Verbal Variations

The Buyer acknowledges that:

- no verbal promise;
- verbal estimate;
- verbal representation;
- sales discussion;
- telephone conversation;
- social media message;
- marketing statement; or
- informal communication,

shall vary this Agreement unless confirmed in writing by AOH.

22.8 Continuing Acceptance

The Buyer acknowledges that every subsequent instruction provided to AOH after acceptance of this Agreement constitutes confirmation that the Buyer continues to accept the terms of this Agreement.

Without limitation, this includes:

- approving variations;
- requesting engineering changes;
- making additional payments;
- approving freight;
- approving shipping;
- approving revised specifications; or

- requesting additional procurement services.
-

22.9 Entire Commercial Understanding

The Buyer acknowledges that they understand the commercial relationship established by this Agreement, including that:

- AOH is engaged as an international procurement consultant and payment collection agent;
 - independent overseas Manufacturers manufacture the Goods;
 - procurement services are separate from manufacturing services;
 - payments collected by AOH may be distributed to third parties;
 - the Manufacturer retains responsibility for manufacturing decisions;
 - warranty obligations remain with the Manufacturer unless otherwise required by law; and
 - this Agreement fairly allocates commercial risk between the parties.
-

22.10 Survival of Acknowledgements

The acknowledgements and declarations contained within this Section survive:

- payment in full;
 - completion of manufacture;
 - shipment;
 - delivery;
 - termination of this Agreement;
 - cancellation of the order; and
 - completion of all procurement services.
-

22.11 Australian Consumer Law

Nothing contained within this Agreement excludes, restricts or modifies any consumer guarantee, statutory right or remedy that cannot lawfully be excluded under:

- the **Competition and Consumer Act 2010 (Cth)**;
- the **Australian Consumer Law**; or
- any other applicable legislation.

Where any provision of this Agreement is inconsistent with a non-excludable statutory right, that statutory right prevails to the extent of the inconsistency.

22.12 Execution

The parties agree that this Agreement is legally binding upon acceptance by any method described in Clause 22.2.

No separate signed contract is required where acceptance has occurred through:

- payment;
 - written acceptance;
 - electronic acceptance;
 - approval of specifications;
 - commencement of procurement;
 - commencement of production; or
 - any other method recognised by this Agreement.
-

22.13 Buyer Acceptance Statement

By accepting this Agreement, the Buyer confirms that they:

- ✓ Have read and understood this Agreement in full.
 - ✓ Understand the role of AOH as an international procurement, logistics and payment collection agent.
 - ✓ Understand that the Goods are manufactured by an independent overseas Manufacturer.
 - ✓ Understand the procurement process and associated commercial risks.
 - ✓ Have reviewed and approved the specifications, quotation and supporting documentation.
 - ✓ Have had the opportunity to obtain independent professional advice.
 - ✓ Agree to be legally bound by this Agreement.
 - ✓ Accept the allocation of commercial responsibilities contained within this Agreement.
 - ✓ Acknowledge that this Agreement forms the entire contractual relationship between the Buyer and AOH unless varied in writing.
-

SECTION 23 – INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION, MANUFACTURER INTRODUCTIONS & NON-CIRCUMVENTION

23.1 Purpose

The purpose of this Section is to protect the intellectual property, confidential business information, commercial relationships and procurement network of AOH Industries Pty Ltd ("AOH").

The Buyer acknowledges that AOH has invested substantial time, expertise and financial resources in establishing relationships with overseas Manufacturers, suppliers, logistics providers and industry contacts.

The Buyer further acknowledges that the protection of these commercial relationships forms a fundamental part of this Agreement.

23.2 Ownership of Intellectual Property

Unless otherwise agreed in writing, all intellectual property created, owned or licensed by AOH remains the exclusive property of AOH.

This includes, without limitation:

- quotations;
- pricing schedules;
- procurement systems;
- procurement methodologies;
- supplier databases;
- manufacturer databases;
- engineering layouts prepared by AOH;
- custom drawings prepared by AOH;
- CAD drawings;
- marketing material;
- product descriptions;
- catalogues;
- brochures;
- website content;
- logos;
- branding;
- trade marks;
- business names;
- domain names;
- photographs;
- videos;
- graphics;
- training material;
- documentation; and
- any other proprietary information developed by AOH.

Nothing contained within this Agreement transfers ownership of AOH's intellectual property to the Buyer.

23.3 Limited Licence

Upon payment of all monies owing under this Agreement, AOH grants the Buyer a limited, non-exclusive, non-transferable licence to use documents supplied by AOH solely for the purpose of:

- reviewing quotations;
- approving specifications;
- obtaining approvals relating to the Goods;
- operating the Goods; or
- maintaining the Goods.

The Buyer must not reproduce, distribute, sell, publish or commercially exploit AOH's intellectual property without prior written consent.

23.4 Buyer's Intellectual Property

The Buyer retains ownership of any:

- logos;
- branding;
- plans;
- drawings;
- specifications;
- engineering;
- trademarks;
- copyright material; or
- other intellectual property,

provided to AOH for the purpose of completing the Buyer's order.

The Buyer grants AOH a royalty-free licence to use that material solely for the purposes of fulfilling the procurement process.

23.5 Manufacturer Introductions

The Buyer acknowledges that introductions made by AOH to overseas Manufacturers, suppliers and procurement partners are confidential commercial introductions.

Such introductions remain part of AOH's proprietary procurement network.

The Buyer acknowledges that the value of AOH's business substantially depends upon maintaining these commercial relationships.

23.6 Non-Circumvention

During the procurement process and for a period of **five (5) years** following completion, cancellation or termination of the Buyer's order, the Buyer agrees that they will not knowingly and intentionally circumvent AOH by directly engaging a Manufacturer first introduced by AOH for the purpose of avoiding AOH's procurement fees.

Without limitation, the Buyer must not knowingly:

- place orders directly with that Manufacturer for substantially the same product or project introduced through AOH;
- request quotations directly from that Manufacturer using confidential information obtained through AOH;
- encourage the Manufacturer to bypass AOH in relation to an existing procurement opportunity introduced by AOH; or
- use confidential pricing, contacts or procurement information obtained from AOH to avoid AOH's agreed procurement services.

This clause does **not** prevent the Buyer from dealing with Manufacturers or suppliers that were already known to the Buyer independently of AOH, or from dealing with Manufacturers whose details are publicly available, unless the Buyer is using confidential information or commercial introductions obtained through AOH to intentionally avoid AOH's agreed fees.

23.7 No Restriction on Lawful Competition

Nothing in this Agreement is intended to prevent lawful competition.

This Section applies only to confidential commercial information, proprietary procurement methods and commercial relationships introduced through AOH.

It is not intended to restrict the Buyer from conducting lawful business with unrelated suppliers or manufacturers independently identified by the Buyer.

23.8 Confidential Information

The Buyer agrees to keep confidential all confidential information disclosed by AOH including:

- supplier identities where confidential;
- negotiated pricing;
- procurement strategies;
- sourcing methods;
- engineering information;
- freight arrangements;
- logistics procedures;
- trade discounts;
- internal procedures;
- commercial agreements;
- confidential quotations;
- confidential correspondence; and
- any information identified by AOH as confidential.

The Buyer must not disclose such information except:

- with AOH's written consent;
 - where required by law; or
 - where the information has lawfully entered the public domain.
-

23.9 Website Content

All content published on AOH's websites remains the intellectual property of AOH or its licensors.

The Buyer must not copy, reproduce, scrape, distribute, publish or commercially exploit website content without AOH's prior written consent, except to the extent permitted under applicable copyright legislation.

23.10 Product Images

Product photographs, renders, videos and promotional images supplied by AOH are provided solely for identifying products and assisting the procurement process.

The Buyer must not use such material for commercial resale, advertising or publication without AOH's prior written consent unless the Buyer has separately obtained the necessary rights from the copyright owner.

23.11 Feedback & Improvements

Where the Buyer voluntarily provides suggestions, recommendations or ideas relating to AOH's procurement systems or services, AOH may use those suggestions without payment or ongoing obligation to the Buyer.

Nothing in this clause transfers ownership of the Buyer's independent intellectual property.

23.12 Injunctive Relief

The Buyer acknowledges that unauthorised disclosure of confidential information or misuse of AOH's intellectual property may cause substantial commercial harm that cannot be adequately compensated by damages alone.

Accordingly, AOH may seek appropriate equitable relief, including an injunction, where permitted by law.

23.13 Survival

The obligations contained within this Section survive:

- completion of the procurement process;
 - delivery of the Goods;
 - termination of this Agreement;
 - cancellation of the Buyer's order; and
 - payment in full.
-

23.14 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Any provision inconsistent with a non-excludable statutory right shall operate only to the extent permitted by law.

23.15 Buyer's Acknowledgement

The Buyer acknowledges that:

- AOH's supplier relationships and procurement network are valuable commercial assets;
- confidential commercial information supplied by AOH is provided solely for the purpose of completing the Buyer's procurement;
- they will not knowingly misuse confidential information or intentionally circumvent AOH to avoid agreed procurement fees;
- they have read and understood this Section; and
- they voluntarily agree to be legally bound by its terms.

SECTION 24 – PAYMENT PLANS, DIRECT DEBIT AUTHORITY, DEFAULT & RECURRING PAYMENTS

24.1 Purpose

This Section governs all payment plans, instalment arrangements, recurring payment authorities and direct debit arrangements entered into between the Buyer and AOH Industries Pty Ltd ("AOH").

The Buyer acknowledges that payment plans are offered solely at AOH's discretion and are not automatically available for every order.

24.2 Approval of Payment Plans

AOH may, but is under no obligation to, approve payment of the Contract Price by instalments.

Approval of a payment plan shall be entirely at AOH's discretion.

AOH may refuse, withdraw or amend a proposed payment plan before acceptance without providing reasons.

No payment plan is effective unless confirmed by AOH in writing.

24.3 Payment Plan Schedule

Where a payment plan is approved, the Buyer agrees to pay all instalments strictly in accordance with the agreed payment schedule.

The payment schedule may specify:

- deposit amounts;
- instalment amounts;
- due dates;
- final payment;
- payment frequency;
- payment method;
- direct debit arrangements; and
- any special conditions applicable to the payment plan.

The payment schedule forms part of this Agreement.

24.4 Direct Debit Authority

Where the Buyer elects to pay by direct debit, recurring card payment or other automatic payment method, the Buyer irrevocably authorises AOH, or AOH's nominated payment processor, to debit the Buyer's nominated payment method for all amounts payable under the agreed payment plan.

This authority continues until:

- all monies owing have been paid in full;
- the payment authority is cancelled with AOH's written approval; or
- this Agreement otherwise comes to an end.

Cancellation of the payment authority does not cancel the Buyer's obligation to make payments when due.

24.5 Payment Processor

The Buyer acknowledges that recurring payments may be processed through an independent third-party payment gateway selected by AOH, including **Stripe** or another approved payment processor.

The Buyer authorises the payment processor to process payments in accordance with the payment authority provided.

The Buyer acknowledges that payment processing is also subject to the payment processor's own terms and conditions and privacy policy.

24.6 Buyer's Obligations

The Buyer agrees to:

- maintain valid payment details;
- ensure sufficient cleared funds are available on each payment date;
- immediately notify AOH of expired payment cards;
- immediately notify AOH of replacement cards;
- immediately notify AOH of changes to bank account details;
- immediately notify AOH of any unauthorised transaction; and
- cooperate in resolving any failed payment.

The Buyer remains responsible for ensuring payments are successfully processed.

24.7 Failed Payments

Where a scheduled payment is declined, dishonoured or otherwise unsuccessful, AOH may:

- attempt to reprocess the payment within a reasonable period;
 - contact the Buyer requesting updated payment details;
 - suspend procurement services;
 - suspend production coordination;
 - suspend freight arrangements;
 - suspend delivery;
 - charge reasonable dishonour fees actually incurred by AOH;
 - recover bank fees;
 - recover merchant fees;
 - recover administration costs associated with the failed transaction; and
 - exercise any other rights available under this Agreement.
-

24.8 Default Under Payment Plan

The Buyer shall be in default where:

- any scheduled payment is not received by the due date;
- a direct debit is dishonoured;
- a recurring payment fails;
- payment instructions are cancelled without AOH's approval;
- the Buyer prevents an authorised payment from being processed; or
- the Buyer otherwise breaches the agreed payment plan.

Upon default, AOH may declare the entire outstanding balance immediately due and payable.

24.9 Early Repayment

The Buyer may repay the outstanding balance at any time without penalty unless otherwise agreed in writing.

Early repayment does not entitle the Buyer to any discount unless expressly agreed by AOH.

24.10 Changes to Payment Schedule

Any request to:

- change payment dates;
- reduce instalments;
- extend payment terms;
- defer payments; or
- otherwise vary the payment plan,

must be submitted to AOH in writing.

No variation shall be effective unless confirmed by AOH in writing.

24.11 Production & Payment Plans

Unless otherwise agreed in writing, approval of a payment plan does not delay:

- procurement;
- engineering;

- production;
- freight bookings;
- container allocation; or
- shipment.

The Buyer acknowledges that procurement services may commence immediately following acceptance of the payment plan.

24.12 Allocation of Payments

Unless otherwise agreed in writing, AOH may allocate payments received in the following order:

1. dishonour fees;
2. debt recovery costs;
3. administration costs;
4. procurement service fees;
5. freight charges;
6. Manufacturer payments;
7. storage charges;
8. other outstanding charges.

The order of allocation does not affect the Buyer's total payment obligations.

24.13 No Right of Set-Off

The Buyer agrees that payments due under a payment plan must be made without deduction, withholding, counterclaim or set-off except where required by law.

The existence of a dispute does not automatically suspend payment obligations.

Nothing in this clause limits any rights the Buyer may have under the Australian Consumer Law.

24.14 Security of Payment Information

AOH does not intentionally store full credit card details where payments are processed through an independent payment gateway.

Payment information is managed by the relevant payment processor in accordance with applicable security standards.

24.15 Recovery Following Default

Where the Buyer defaults under a payment plan, AOH may recover:

- the outstanding balance;
 - reasonable administration costs;
 - merchant fees;
 - bank fees;
 - debt recovery costs;
 - legal costs where recoverable by law;
 - storage charges;
 - freight costs already incurred;
 - Manufacturer costs already committed; and
 - any other reasonable costs arising from the Buyer's default.
-

24.16 Suspension or Cancellation of Direct Debit

The Buyer may request cancellation of a direct debit authority at any time.

However, cancellation of the authority:

- does not cancel this Agreement;
 - does not cancel the Buyer's payment obligations;
 - does not cancel any payment plan;
 - does not prevent AOH from recovering outstanding amounts by other lawful means.
-

24.17 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Where a statutory guarantee applies, that guarantee prevails to the extent required by law.

24.18 Buyer's Acknowledgement

The Buyer acknowledges that:

- they understand the payment plan arrangements;
- they voluntarily authorise recurring payments where applicable;
- they understand the consequences of missed or dishonoured payments;
- they understand that procurement services may commence immediately after acceptance of a payment plan;
- they have read this Section carefully; and
- they agree to be legally bound by its terms.

SECTION 25 – STORAGE, COLLECTION, DELIVERY FAILURE & UNCLAIMED GOODS

25.1 Purpose

The purpose of this Section is to establish the rights and obligations of the Buyer and AOH Industries Pty Ltd ("AOH") where Goods are awaiting collection, cannot be delivered, are refused, delayed or remain unclaimed.

The Buyer acknowledges that storage, transport and handling of imported Goods incur significant ongoing costs, and that AOH should not be required to bear those costs where the Buyer delays or fails to accept delivery.

25.2 Buyer's Obligation to Accept Delivery

The Buyer agrees to:

- accept delivery when the Goods become available;
- collect the Goods within the agreed timeframe where collection has been selected;
- provide safe and reasonable access for delivery;
- ensure an authorised representative is available to receive delivery where required;
- inspect the Goods upon delivery where reasonably practicable; and

- promptly notify AOH of any issues affecting delivery.

Failure by the Buyer to do so may result in additional costs being incurred.

25.3 Collection Timeframe

Where the Buyer elects to collect the Goods, the Buyer must collect the Goods within the timeframe specified by AOH.

If no timeframe is specified, collection must occur within **seven (7) Business Days** after AOH notifies the Buyer that the Goods are available for collection.

25.4 Delayed Collection

Where the Buyer fails to collect the Goods within the required timeframe, AOH may:

- relocate the Goods;
- arrange commercial storage;
- engage third-party storage facilities;
- recover handling costs;
- recover transport costs;
- recover administration costs; and
- charge reasonable storage fees.

The Buyer shall be responsible for all reasonable costs incurred as a result of delayed collection.

25.5 Failed Delivery

A delivery shall be deemed to have failed where:

- the Buyer is unavailable;
- access to the delivery location is unsafe;
- the delivery location is inaccessible;
- the Buyer refuses delivery;
- required lifting equipment is unavailable;
- site conditions prevent unloading;
- incorrect delivery details were supplied by the Buyer; or

- delivery cannot reasonably proceed due to the Buyer's actions or omissions.

Where delivery fails for reasons attributable to the Buyer, the Buyer shall be responsible for all reasonable additional costs incurred.

25.6 Site Access

The Buyer warrants that the nominated delivery site:

- is safely accessible;
- is capable of accommodating the delivery vehicle;
- has adequate turning space where required;
- has adequate unloading facilities;
- has appropriate ground conditions;
- complies with any site-specific requirements notified by AOH.

The Buyer is responsible for obtaining any permits, traffic management or approvals necessary for delivery.

25.7 Re-Delivery

Where re-delivery becomes necessary due to the Buyer's actions or omissions, the Buyer shall pay:

- additional freight charges;
- additional handling costs;
- storage charges;
- administration costs;
- lifting equipment charges;
- transport costs; and
- any other reasonable costs incurred.

Re-delivery will not occur until all outstanding charges have been paid unless otherwise agreed in writing.

25.8 Storage Charges

Storage charges commence from the first Business Day after the permitted collection or delivery period expires.

Storage fees shall continue to accrue until:

- the Goods are collected;
- the Goods are delivered;
- the Goods are lawfully disposed of; or
- another arrangement is agreed in writing.

AOH may recover all reasonable storage costs actually incurred.

25.9 Risk During Storage

Where risk has already passed to the Buyer under this Agreement, the Goods remain stored entirely at the Buyer's risk.

The Buyer is responsible for obtaining any additional insurance considered necessary while the Goods remain in storage.

25.10 Inspection Prior to Collection

The Buyer is encouraged to inspect the Goods at the time of collection.

Where collection occurs through a third party nominated by the Buyer, that person shall be deemed to have authority to inspect and accept delivery on the Buyer's behalf.

25.11 Refusal of Delivery

The Buyer must not refuse delivery except where:

- the Goods are clearly not those ordered;
- the Goods have sustained substantial apparent transport damage;
- refusal is otherwise permitted by law.

Refusal of delivery for any other reason may constitute Buyer default under this Agreement.

25.12 Abandoned Goods

Goods shall be deemed abandoned where:

- the Buyer fails to collect the Goods within a reasonable period after written notice;
- the Buyer cannot be contacted despite reasonable attempts;
- the Buyer expressly abandons the order; or
- the Buyer refuses delivery without lawful justification.

Before treating Goods as abandoned, AOH will provide the Buyer with written notice allowing a reasonable opportunity to collect the Goods or make alternative arrangements.

25.13 Disposal of Unclaimed Goods

If the Buyer fails to respond within the period specified in the written notice, AOH may, to the extent permitted by applicable law:

- continue charging storage fees;
- relocate the Goods;
- arrange disposal;
- arrange resale;
- recover disposal costs;
- recover storage costs;
- recover transport costs;
- recover administration costs; and
- apply any sale proceeds toward outstanding amounts owed by the Buyer.

Any surplus remaining after payment of all reasonable costs shall be dealt with in accordance with applicable law.

25.14 Preservation of Goods

While Goods remain in AOH's possession, AOH will take reasonable care of the Goods consistent with the nature of the storage arrangements.

Unless otherwise agreed in writing, AOH is not required to provide climate-controlled storage, specialist preservation services or ongoing maintenance of the Goods.

25.15 Storage by Third Parties

The Buyer acknowledges that Goods may be stored by independent storage providers.

Where third-party storage is used:

- the storage provider acts independently of AOH;
 - storage is subject to the storage provider's operational requirements;
 - AOH is not responsible for acts or omissions of the storage provider except to the extent required by law.
-

25.16 No Waiver of Payment Obligations

The existence of storage, delayed delivery or unclaimed Goods does not suspend the Buyer's obligation to pay any amount owing under this Agreement.

Storage charges are payable in addition to all other amounts due.

25.17 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the **Australian Consumer Law**, the **Competition and Consumer Act 2010 (Cth)** or any other applicable legislation.

Where a statutory right applies, that right prevails to the extent required by law.

25.18 Buyer's Acknowledgement

The Buyer acknowledges that:

- imported Goods occupy valuable warehouse and storage space;
- delays in collection or acceptance of delivery create ongoing commercial costs;
- they are responsible for those costs where the delay is caused by their actions or omissions;
- they understand AOH's rights regarding storage, re-delivery and unclaimed Goods; and

- they have read, understood and voluntarily agreed to the provisions of this Section before entering into this Agreement.

SECTION 26 – ENGINEERING, CERTIFICATION, COMPLIANCE & BUYER RESPONSIBILITIES

26.1 Purpose

The purpose of this Section is to clearly allocate responsibility for engineering, certification, regulatory approvals and legal compliance relating to the Goods supplied under this Agreement.

The Buyer acknowledges that AOH Industries Pty Ltd ("AOH") acts solely as an international procurement, logistics and payment collection agent and is not engaged to provide engineering, certification, building approval or regulatory compliance services unless expressly agreed in writing.

26.2 Buyer's Responsibility

The Buyer acknowledges and agrees that it is solely responsible for determining whether the Goods are suitable for the Buyer's intended purpose.

Without limitation, the Buyer is responsible for obtaining all advice, approvals and certifications necessary for:

- installation;
- construction;
- occupation;
- operation;
- commercial use;
- residential use;
- structural alterations;
- electrical connections;
- plumbing connections;
- fire compliance;
- accessibility compliance;
- workplace compliance; and
- any other regulatory requirement applicable to the Buyer's intended use.

26.3 Independent Professional Advice

The Buyer acknowledges that AOH strongly recommends obtaining independent professional advice before approving manufacture.

Such advice may include:

- Structural Engineer;
- Civil Engineer;
- Building Designer;
- Architect;
- Building Certifier;
- Licensed Builder;
- Electrician;
- Plumber;
- Hydraulic Engineer;
- Fire Engineer;
- Town Planner;
- Surveyor;
- Local Council;
- Private Certifier; or
- any other suitably qualified professional.

The Buyer acknowledges that AOH is not responsible for determining what professional advice should be obtained.

26.4 No Engineering Services

Unless expressly agreed in writing, AOH does not provide:

- structural engineering;
- civil engineering;
- geotechnical engineering;
- hydraulic engineering;
- electrical engineering;
- building design;
- certification services;
- drafting services;
- project management;
- planning approvals;
- development approvals; or

- regulatory compliance advice.

Any information provided by AOH relating to engineering matters is supplied solely as general procurement information and must not be relied upon as professional engineering advice.

26.5 Manufacturer Engineering

Where engineering drawings, structural calculations or technical documents are supplied by the Manufacturer, the Buyer acknowledges that:

- those documents originate from the Manufacturer;
- AOH does not independently verify their accuracy;
- AOH does not certify those documents;
- AOH does not warrant their suitability for Australian regulatory purposes.

The Buyer remains responsible for obtaining any independent review considered necessary.

26.6 Australian Standards

Unless expressly stated in writing within the quotation, AOH does not warrant that the Goods:

- comply with every Australian Standard;
- comply with every Australian Building Code requirement;
- comply with every National Construction Code requirement;
- comply with every State regulation;
- comply with every Local Government requirement; or
- are approved for every intended use within Australia.

Where compliance with Australian Standards is required, the Buyer must specifically identify those requirements before manufacture commences.

26.7 Local Authority Requirements

The Buyer acknowledges that approval requirements vary between:

- States;

- Territories;
- Local Governments;
- Planning Authorities;
- Building Certifiers;
- Utility Providers;
- Fire Authorities; and
- other regulatory bodies.

AOH accepts no responsibility for changes required due to local authority requirements identified after production has commenced.

26.8 Site Suitability

The Buyer warrants that the proposed installation site is suitable for the Goods.

Without limitation, the Buyer is responsible for:

- site preparation;
- foundations;
- footings;
- retaining walls;
- drainage;
- stormwater;
- access roads;
- crane access;
- lifting requirements;
- soil conditions;
- geotechnical investigations;
- utility connections; and
- any works required before installation.

AOH does not inspect or certify the Buyer's site unless expressly agreed in writing.

26.9 Utility Connections

Unless expressly stated otherwise, AOH is not responsible for:

- electrical connection;
- plumbing connection;
- sewer connection;
- water connection;
- stormwater connection;

- telecommunications;
- internet;
- gas connection;
- solar connection; or
- commissioning of utility services.

The Buyer remains responsible for engaging appropriately licensed contractors.

26.10 Engineering Changes After Approval

Where engineering changes become necessary after the Buyer has approved production, the Buyer shall be responsible for all additional costs arising from:

- redesign;
- revised engineering;
- revised certification;
- replacement materials;
- additional labour;
- revised freight;
- production delays; and
- any additional Manufacturer costs.

The Manufacturer may refuse engineering changes after Production Commencement.

26.11 Buyer's Warranty

The Buyer warrants that:

- all plans supplied are accurate;
- all specifications are suitable;
- all dimensions are correct;
- all engineering information supplied by the Buyer may be relied upon;
- all required approvals have been or will be obtained before installation or use;
- the intended use of the Goods is lawful.

AOH is entitled to rely upon the information supplied by the Buyer.

26.12 Certification

Where certification is required by law, the Buyer acknowledges that certification must be obtained from an appropriately qualified and authorised person.

Unless expressly agreed in writing, AOH does not issue:

- engineering certificates;
 - Form 15 or Form 16 certificates;
 - occupancy certificates;
 - building approvals;
 - compliance certificates;
 - electrical certificates;
 - plumbing certificates; or
 - any statutory approval document.
-

26.13 Changes in Legislation

The Buyer acknowledges that legislation, Australian Standards and regulatory requirements may change after the date of quotation.

Unless expressly agreed in writing, AOH is not responsible for redesigning the Goods to comply with legislative changes occurring after acceptance of the Buyer's order.

Any redesign requested by the Buyer shall constitute a Variation under this Agreement.

26.14 Product Modifications

The Buyer acknowledges that any modification made after delivery by:

- the Buyer;
- a builder;
- an engineer;
- an electrician;
- a plumber;
- another contractor; or
- any third party,

may affect:

- engineering performance;

- certification;
- warranty;
- structural integrity;
- product performance; and
- regulatory compliance.

Such modifications are undertaken entirely at the Buyer's risk unless otherwise required by law.

26.15 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the **Australian Consumer Law**, the **Competition and Consumer Act 2010 (Cth)** or any other applicable legislation.

Where a statutory guarantee applies, that guarantee shall prevail to the extent required by law while the remainder of this Agreement continues in full force and effect.

26.16 Buyer's Acknowledgement

The Buyer acknowledges and agrees that:

- AOH is not engaged to provide engineering or certification services unless expressly agreed in writing;
- responsibility for obtaining professional advice, approvals and certifications rests with the Buyer;
- AOH is entitled to rely upon the Buyer's approved specifications and instructions;
- engineering, certification and regulatory compliance may differ between jurisdictions;
- they have had the opportunity to obtain independent professional advice before approving manufacture; and
- they have carefully read and voluntarily accepted the provisions of this Section before entering into this Agreement.

SECTION 27 – FREIGHT CLAIMS, TRANSIT DAMAGE, INSURANCE CLAIMS & CLAIMS PROCEDURE

27.1 Purpose

The purpose of this Section is to establish the procedures for reporting, assessing and managing freight damage, transport claims and transit insurance claims relating to the Goods.

The Buyer acknowledges that transport of Goods involves independent freight providers and insurers, and that AOH Industries Pty Ltd ("AOH") acts solely as the procurement, logistics coordination and payment collection agent unless expressly agreed otherwise.

27.2 Inspection Upon Delivery

Immediately upon delivery or collection, the Buyer must inspect the Goods as thoroughly as reasonably practicable before signing any delivery documentation.

Without limitation, the Buyer should inspect:

- packaging;
- external panels;
- structural members;
- glazing;
- doors;
- windows;
- roofing;
- flooring;
- accessories;
- appliances;
- fittings;
- visible damage;
- missing items; and
- any obvious transport damage.

Where immediate inspection is not reasonably possible, the Buyer should inspect the Goods as soon as practicable after delivery.

27.3 Notification of Damage

Where damage or loss is discovered, the Buyer must notify AOH in writing **as soon as reasonably practicable** after becoming aware of the issue.

The Buyer should provide:

- photographs;
 - video evidence where available;
 - delivery documentation;
 - transport documentation;
 - description of the damage;
 - quantity affected;
 - estimated location of the damage;
 - serial numbers (where applicable); and
 - any other information reasonably requested.
-

27.4 Preservation of Evidence

The Buyer agrees that, where a freight claim is contemplated, they will:

- retain all packaging where reasonably practicable;
- not dispose of damaged components unless instructed otherwise;
- preserve evidence of the damage;
- allow inspection where reasonably requested;
- cooperate with AOH, the carrier and the insurer.

Failure to preserve evidence may prejudice an insurance claim.

27.5 Transit Insurance

Where freight has been arranged by AOH, transit insurance may be arranged through AOH's nominated insurer.

At the date of this Agreement, AOH's standard transit insurance provides:

- cover up to **AUD \$50,000** per shipment;
- subject to the insurer's policy wording;
- policy exclusions;
- policy conditions; and
- a **\$1,000 excess for each accepted claim**.

AOH reserves the right to replace or amend its insurance provider at any time with equivalent commercial cover.

27.6 Buyer's Insurance Responsibilities

The Buyer acknowledges that the included transit insurance may not cover every loss.

The Buyer is strongly encouraged to obtain additional insurance where the Buyer requires cover for:

- losses below the policy excess;
- consequential loss;
- project delays;
- business interruption;
- theft after delivery;
- accidental damage after delivery;
- loss of profits;
- liquidated damages;
- accommodation costs;
- replacement hire equipment;
- delay costs; or
- Goods exceeding the insured value.

Failure to obtain additional insurance is entirely at the Buyer's own risk.

27.7 Insurance Assessment

The Buyer acknowledges that:

- AOH is not the insurer;
- AOH does not determine claim outcomes;
- the insurer independently assesses all claims;
- AOH cannot guarantee that any claim will be accepted.

AOH will use reasonable commercial efforts to assist the Buyer throughout the claims process.

27.8 Excess

Where a freight claim is accepted by the insurer, the Buyer acknowledges that the applicable insurance excess is payable by the Buyer unless otherwise agreed in writing.

Where the value of the damage falls below the applicable insurance excess, the Buyer acknowledges that the loss may not be recoverable under the transit insurance policy.

27.9 Repair Authorisation

The Buyer must not commence significant repairs intended to be claimed under insurance without obtaining prior written approval from:

- the insurer;
- the freight provider (where required); or
- AOH acting on behalf of the insurer where authorised.

Emergency temporary repairs necessary to prevent further damage may be undertaken where reasonably required.

27.10 Limitation of Liability

Except where liability cannot lawfully be excluded, AOH's responsibility regarding freight claims is limited to:

- coordinating the claim;
- providing relevant documentation;
- communicating with the insurer;
- communicating with freight providers; and
- providing reasonable administrative assistance.

AOH does not guarantee claim approval or payment.

27.11 Australian Consumer Law

Nothing contained within this Section excludes or limits any rights that cannot lawfully be excluded under the Australian Consumer Law.

SECTION 28 – AFTER-SALES SUPPORT, TECHNICAL ASSISTANCE & CUSTOMER SERVICE

28.1 Purpose

The purpose of this Section is to define the after-sales support services voluntarily provided by AOH following completion of the procurement process.

The Buyer acknowledges that after-sales support is provided as a procurement service and is separate from the Manufacturer's warranty obligations.

28.2 Customer Support

Following delivery, AOH may provide reasonable customer support including:

- answering product enquiries;
 - coordinating Manufacturer communications;
 - obtaining technical information;
 - arranging replacement parts quotations;
 - coordinating warranty enquiries;
 - providing operating information;
 - assisting with freight enquiries; and
 - facilitating communication between the Buyer and the Manufacturer.
-

28.3 Technical Assistance

Where technical advice is required, AOH may obtain information from the Manufacturer.

The Buyer acknowledges that technical information supplied by AOH is generally based upon information provided by the Manufacturer.

Unless expressly agreed in writing, AOH does not provide independent engineering, electrical, plumbing or structural advice.

28.4 Spare Parts

Where spare parts are required after delivery, AOH may assist the Buyer by:

- obtaining quotations;
- requesting availability;
- arranging procurement;
- coordinating freight;
- communicating with the Manufacturer.

The Buyer acknowledges that:

- spare parts availability depends upon the Manufacturer;
 - manufacturing lead times may apply;
 - international freight may be required; and
 - discontinued products may no longer have replacement parts available.
-

28.5 Product Support

The Buyer agrees to use the Goods in accordance with:

- Manufacturer instructions;
- operating manuals;
- maintenance schedules;
- safety requirements;
- applicable Australian legislation.

Failure to properly maintain or operate the Goods may affect warranty rights.

28.6 Customer Modifications

Where the Buyer modifies the Goods after delivery, AOH may decline to provide technical assistance relating to those modifications.

This includes modifications to:

- structure;
- engineering;
- electrical systems;
- plumbing systems;
- mechanical systems;

- appliances;
- control systems.

Nothing in this clause affects any rights that cannot lawfully be excluded.

28.7 Availability of Support

The Buyer acknowledges that after-sales support is provided during AOH's normal business hours unless otherwise agreed.

Response times may vary depending upon:

- Manufacturer availability;
- overseas time zones;
- public holidays;
- technical complexity;
- availability of replacement components.

AOH does not guarantee response times.

28.8 Service Calls

Unless expressly agreed otherwise in writing, AOH does not provide onsite service technicians.

Where onsite attendance is requested, any associated costs including:

- travel;
- accommodation;
- labour;
- contractor fees;
- equipment hire; and
- transport,

shall be payable by the Buyer unless otherwise agreed.

28.9 Continued Customer Support

Nothing in this Agreement obliges AOH to provide unlimited after-sales support.

AOH may determine what level of assistance is commercially reasonable having regard to:

- the age of the Goods;
 - availability of the Manufacturer;
 - availability of replacement parts;
 - previous assistance already provided; and
 - the nature of the enquiry.
-

28.10 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

28.11 Buyer's Acknowledgement

The Buyer acknowledges that:

- after-sales support is provided by AOH as a procurement service;
- warranty obligations remain with the Manufacturer unless otherwise required by law;
- technical advice generally originates from the Manufacturer;
- AOH will use reasonable commercial efforts to assist the Buyer after delivery; and
- they have read, understood and accepted this Section.

SECTION 27 – FREIGHT CLAIMS, TRANSIT DAMAGE, INSURANCE CLAIMS & CLAIMS PROCEDURE

27.1 Purpose

The purpose of this Section is to establish the procedures for reporting, assessing and managing freight damage, transport claims and transit insurance claims relating to the Goods.

The Buyer acknowledges that transport of Goods involves independent freight providers and insurers, and that AOH Industries Pty Ltd ("AOH") acts solely as the procurement, logistics coordination and payment collection agent unless expressly agreed otherwise.

27.2 Inspection Upon Delivery

Immediately upon delivery or collection, the Buyer must inspect the Goods as thoroughly as reasonably practicable before signing any delivery documentation.

Without limitation, the Buyer should inspect:

- packaging;
- external panels;
- structural members;
- glazing;
- doors;
- windows;
- roofing;
- flooring;
- accessories;
- appliances;
- fittings;
- visible damage;
- missing items; and
- any obvious transport damage.

Where immediate inspection is not reasonably possible, the Buyer should inspect the Goods as soon as practicable after delivery.

27.3 Notification of Damage

Where damage or loss is discovered, the Buyer must notify AOH in writing **as soon as reasonably practicable** after becoming aware of the issue.

The Buyer should provide:

- photographs;
- video evidence where available;
- delivery documentation;
- transport documentation;
- description of the damage;
- quantity affected;
- estimated location of the damage;
- serial numbers (where applicable); and
- any other information reasonably requested.

27.4 Preservation of Evidence

The Buyer agrees that, where a freight claim is contemplated, they will:

- retain all packaging where reasonably practicable;
- not dispose of damaged components unless instructed otherwise;
- preserve evidence of the damage;
- allow inspection where reasonably requested;
- cooperate with AOH, the carrier and the insurer.

Failure to preserve evidence may prejudice an insurance claim.

27.5 Transit Insurance

Where freight has been arranged by AOH, transit insurance may be arranged through AOH's nominated insurer.

At the date of this Agreement, AOH's standard transit insurance provides:

- cover up to **AUD \$50,000** per shipment;
- subject to the insurer's policy wording;
- policy exclusions;
- policy conditions; and
- a **\$1,000 excess for each accepted claim**.

AOH reserves the right to replace or amend its insurance provider at any time with equivalent commercial cover.

27.6 Buyer's Insurance Responsibilities

The Buyer acknowledges that the included transit insurance may not cover every loss.

The Buyer is strongly encouraged to obtain additional insurance where the Buyer requires cover for:

- losses below the policy excess;
- consequential loss;
- project delays;

- business interruption;
- theft after delivery;
- accidental damage after delivery;
- loss of profits;
- liquidated damages;
- accommodation costs;
- replacement hire equipment;
- delay costs; or
- Goods exceeding the insured value.

Failure to obtain additional insurance is entirely at the Buyer's own risk.

27.7 Insurance Assessment

The Buyer acknowledges that:

- AOH is not the insurer;
- AOH does not determine claim outcomes;
- the insurer independently assesses all claims;
- AOH cannot guarantee that any claim will be accepted.

AOH will use reasonable commercial efforts to assist the Buyer throughout the claims process.

27.8 Excess

Where a freight claim is accepted by the insurer, the Buyer acknowledges that the applicable insurance excess is payable by the Buyer unless otherwise agreed in writing.

Where the value of the damage falls below the applicable insurance excess, the Buyer acknowledges that the loss may not be recoverable under the transit insurance policy.

27.9 Repair Authorisation

The Buyer must not commence significant repairs intended to be claimed under insurance without obtaining prior written approval from:

- the insurer;

- the freight provider (where required); or
- AOH acting on behalf of the insurer where authorised.

Emergency temporary repairs necessary to prevent further damage may be undertaken where reasonably required.

27.10 Limitation of Liability

Except where liability cannot lawfully be excluded, AOH's responsibility regarding freight claims is limited to:

- coordinating the claim;
- providing relevant documentation;
- communicating with the insurer;
- communicating with freight providers; and
- providing reasonable administrative assistance.

AOH does not guarantee claim approval or payment.

27.11 Australian Consumer Law

Nothing contained within this Section excludes or limits any rights that cannot lawfully be excluded under the Australian Consumer Law.

SECTION 28 – AFTER-SALES SUPPORT, TECHNICAL ASSISTANCE & CUSTOMER SERVICE

28.1 Purpose

The purpose of this Section is to define the after-sales support services voluntarily provided by AOH following completion of the procurement process.

The Buyer acknowledges that after-sales support is provided as a procurement service and is separate from the Manufacturer's warranty obligations.

28.2 Customer Support

Following delivery, AOH may provide reasonable customer support including:

- answering product enquiries;
 - coordinating Manufacturer communications;
 - obtaining technical information;
 - arranging replacement parts quotations;
 - coordinating warranty enquiries;
 - providing operating information;
 - assisting with freight enquiries; and
 - facilitating communication between the Buyer and the Manufacturer.
-

28.3 Technical Assistance

Where technical advice is required, AOH may obtain information from the Manufacturer.

The Buyer acknowledges that technical information supplied by AOH is generally based upon information provided by the Manufacturer.

Unless expressly agreed in writing, AOH does not provide independent engineering, electrical, plumbing or structural advice.

28.4 Spare Parts

Where spare parts are required after delivery, AOH may assist the Buyer by:

- obtaining quotations;
- requesting availability;
- arranging procurement;
- coordinating freight;
- communicating with the Manufacturer.

The Buyer acknowledges that:

- spare parts availability depends upon the Manufacturer;
- manufacturing lead times may apply;
- international freight may be required; and

- discontinued products may no longer have replacement parts available.
-

28.5 Product Support

The Buyer agrees to use the Goods in accordance with:

- Manufacturer instructions;
- operating manuals;
- maintenance schedules;
- safety requirements;
- applicable Australian legislation.

Failure to properly maintain or operate the Goods may affect warranty rights.

28.6 Customer Modifications

Where the Buyer modifies the Goods after delivery, AOH may decline to provide technical assistance relating to those modifications.

This includes modifications to:

- structure;
- engineering;
- electrical systems;
- plumbing systems;
- mechanical systems;
- appliances;
- control systems.

Nothing in this clause affects any rights that cannot lawfully be excluded.

28.7 Availability of Support

The Buyer acknowledges that after-sales support is provided during AOH's normal business hours unless otherwise agreed.

Response times may vary depending upon:

- Manufacturer availability;

- overseas time zones;
- public holidays;
- technical complexity;
- availability of replacement components.

AOH does not guarantee response times.

28.8 Service Calls

Unless expressly agreed otherwise in writing, AOH does not provide onsite service technicians.

Where onsite attendance is requested, any associated costs including:

- travel;
- accommodation;
- labour;
- contractor fees;
- equipment hire; and
- transport,

shall be payable by the Buyer unless otherwise agreed.

28.9 Continued Customer Support

Nothing in this Agreement obliges AOH to provide unlimited after-sales support.

AOH may determine what level of assistance is commercially reasonable having regard to:

- the age of the Goods;
 - availability of the Manufacturer;
 - availability of replacement parts;
 - previous assistance already provided; and
 - the nature of the enquiry.
-

28.10 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

28.11 Buyer's Acknowledgement

The Buyer acknowledges that:

- after-sales support is provided by AOH as a procurement service;
- warranty obligations remain with the Manufacturer unless otherwise required by law;
- technical advice generally originates from the Manufacturer;
- AOH will use reasonable commercial efforts to assist the Buyer after delivery; and
- they have read, understood and accepted this Section.

SECTION 29 – PRIVACY, DATA PROTECTION, CYBER SECURITY & ELECTRONIC RECORDS

29.1 Purpose

The purpose of this Section is to explain how AOH Industries Pty Ltd ("AOH") collects, stores, uses, discloses and protects information obtained throughout the procurement process.

The Buyer acknowledges that the international procurement process requires AOH to collect and disclose certain information to Manufacturers, freight providers, customs brokers, insurers, payment processors and government authorities.

29.2 Privacy Compliance

AOH will collect, hold, use and disclose personal information in accordance with:

- the **Privacy Act 1988 (Cth)**;
- the **Australian Privacy Principles (APPs)**;
- any applicable privacy legislation; and
- AOH's published Privacy Policy.

Where there is any inconsistency between this Agreement and applicable privacy legislation, the legislation prevails.

29.3 Information Collected

AOH may collect information including, but not limited to:

- full name;
 - business name;
 - company details;
 - ABN or ACN;
 - delivery addresses;
 - billing addresses;
 - postal addresses;
 - telephone numbers;
 - email addresses;
 - payment details;
 - identity verification information;
 - specifications;
 - engineering documents;
 - plans;
 - correspondence;
 - warranty information;
 - freight documentation;
 - customs documentation; and
 - any other information reasonably required to perform the procurement services.
-

29.4 Purpose of Collection

The Buyer authorises AOH to collect and use information for purposes including:

- preparing quotations;
- sourcing products;
- negotiating with Manufacturers;
- arranging manufacture;
- arranging shipping;
- arranging customs clearance;
- arranging freight;
- processing payments;
- administering payment plans;
- managing warranty claims;

- providing customer support;
 - complying with legal obligations;
 - preventing fraud;
 - debt recovery; and
 - improving AOH's procurement services.
-

29.5 Overseas Disclosure

The Buyer expressly acknowledges that procurement of Goods from overseas Manufacturers necessarily requires disclosure of relevant information outside Australia.

The Buyer consents to AOH disclosing information reasonably necessary to:

- Manufacturers;
- suppliers;
- freight forwarders;
- shipping companies;
- customs brokers;
- logistics providers;
- insurers; and
- overseas service providers,

for the sole purpose of fulfilling the Buyer's order.

29.6 Payment Information

Where payments are processed electronically, payment information may be handled by independent payment providers including **Stripe** or another approved payment processor.

AOH does not intentionally retain full payment card details where payment processing is performed by a PCI-compliant third-party payment provider.

The Buyer acknowledges that payment processing is also subject to the payment provider's own privacy policies and terms.

29.7 Cyber Security

AOH will implement reasonable administrative, physical and technical safeguards designed to protect information against:

- unauthorised access;
- unauthorised disclosure;
- accidental loss;
- destruction;
- misuse;
- cyber attacks; and
- data breaches.

The Buyer acknowledges that no electronic system can guarantee absolute security.

29.8 Electronic Communications

The Buyer consents to receiving communications electronically including:

- quotations;
- invoices;
- payment reminders;
- warranty correspondence;
- freight updates;
- technical information;
- notices;
- legal notices;
- statements;
- payment receipts; and
- other procurement-related communications.

Electronic communications shall satisfy any requirement for written notice unless prohibited by law.

29.9 Electronic Records

The Buyer agrees that AOH may retain electronic records including:

- emails;
- SMS messages;
- electronic signatures;
- invoices;
- payment records;
- photographs;

- videos;
- inspection reports;
- quotations;
- approvals;
- specifications;
- electronic communications; and
- system-generated records.

Such records may be relied upon as evidence of communications between the parties.

29.10 Data Retention

AOH may retain records for as long as reasonably necessary to:

- comply with taxation laws;
- comply with accounting obligations;
- comply with warranty obligations;
- resolve disputes;
- enforce legal rights;
- satisfy insurance requirements;
- comply with legal obligations; or
- operate its business.

Following expiry of the relevant retention period, AOH may securely destroy or permanently de-identify information where permitted by law.

29.11 Data Breach Response

Where AOH becomes aware of an eligible data breach, AOH will respond in accordance with applicable Australian privacy legislation, including notifying affected individuals and regulators where legally required.

29.12 Buyer's Access to Information

Subject to applicable legislation, the Buyer may request access to personal information held by AOH.

AOH may refuse access where permitted by law.

Reasonable administration fees may apply where permitted by legislation.

29.13 Australian Consumer Law & Privacy Legislation

Nothing contained within this Section excludes or limits obligations imposed by:

- the Privacy Act 1988 (Cth);
 - the Australian Privacy Principles;
 - the Australian Consumer Law; or
 - any other applicable legislation.
-

29.14 Buyer's Acknowledgement

The Buyer acknowledges that they:

- understand how AOH collects and uses information;
 - consent to overseas disclosure where reasonably necessary;
 - consent to electronic communications;
 - understand the role of third-party payment processors;
 - have had the opportunity to review AOH's Privacy Policy; and
 - agree to the provisions of this Section.
-

SECTION 30 – PERSONAL PROPERTY SECURITIES ACT (PPSA), SECURITY INTERESTS & COMMERCIAL SECURITY

30.1 Purpose

The purpose of this Section is to protect the commercial interests of AOH Industries Pty Ltd ("AOH") where a security interest arises under this Agreement and to ensure compliance with the **Personal Property Securities Act 2009 (Cth) ("PPSA")**.

This Section applies only to the extent that a security interest arises under applicable law.

30.2 Creation of Security Interest

To the extent permitted by law, the Buyer grants AOH a security interest in the Goods and their proceeds as security for payment of all amounts owing under this Agreement.

This security interest continues until all amounts payable have been received in cleared funds.

30.3 Registration

The Buyer acknowledges that AOH may register a financing statement on the Personal Property Securities Register (PPSR) where AOH reasonably considers such registration necessary to protect its commercial interests.

The Buyer agrees to provide all information reasonably required to facilitate such registration.

30.4 Buyer's Obligations

The Buyer agrees that they will not:

- register any financing statement affecting AOH's security interest;
 - grant another security interest that would materially prejudice AOH's rights;
 - dispose of the Goods contrary to this Agreement before ownership passes where applicable; or
 - do anything that may adversely affect AOH's security interest.
-

30.5 Further Assurances

The Buyer agrees to execute any documents and perform any acts reasonably required by AOH to:

- perfect;
- maintain;
- amend;

- enforce; or
- discharge

any security interest arising under this Agreement.

30.6 Recovery Rights

Where the Buyer defaults and a security interest exists, AOH may exercise any rights available under:

- this Agreement;
- the PPSA;
- other applicable legislation; or
- general law,

including recovering Goods where legally entitled to do so.

Nothing in this clause authorises unlawful entry or conduct.

30.7 Waiver of Notices

To the extent permitted by the PPSA, the Buyer waives the right to receive notices that may lawfully be waived, including notices relating to:

- verification statements;
- financing statement amendments;
- enforcement procedures; and
- disposal notices,

except where such notices cannot lawfully be waived.

30.8 Priority

Where permitted by law, AOH's security interest shall have priority according to the PPSA registration rules.

Nothing contained in this clause alters statutory priority rules prescribed by the PPSA.

30.9 Costs

The Buyer agrees to reimburse AOH for all reasonable costs incurred in:

- registering a security interest;
- maintaining a registration;
- enforcing security rights;
- recovering Goods;
- legal proceedings;
- debt recovery; and
- discharge of the security interest,

where such costs arise due to the Buyer's default.

30.10 Release of Security Interest

Upon payment in full of all amounts owing and satisfaction of all obligations under this Agreement, AOH will promptly take reasonable steps to discharge any PPSA registration that is no longer required.

30.11 Interpretation

Unless the context otherwise requires, terms used in this Section have the same meaning as those defined in the **Personal Property Securities Act 2009 (Cth)**.

30.12 Australian Consumer Law & PPSA

Nothing contained within this Section excludes, restricts or modifies any rights that cannot lawfully be excluded under:

- the Personal Property Securities Act 2009 (Cth);
 - the Australian Consumer Law;
 - the Competition and Consumer Act 2010 (Cth); or
 - any other applicable legislation.
-

30.13 Buyer's Acknowledgement

The Buyer acknowledges that:

- this Section is intended to protect AOH's commercial interests where a security interest exists;
- AOH may register a PPSR financing statement where legally appropriate;
- they agree to cooperate with reasonable PPSA requirements;
- they understand that this Section operates only to the extent permitted by law; and
- they have read, understood and voluntarily accepted the provisions of this Section.

SECTION 31 – COMPLIANCE WITH LAWS, EXPORT CONTROLS, SANCTIONS, ETHICAL CONDUCT & MODERN SLAVERY

31.1 Purpose

The purpose of this Section is to establish the obligations of the Buyer and AOH Industries Pty Ltd ("AOH") regarding compliance with applicable laws, export controls, sanctions, anti-bribery legislation and ethical business practices.

The Buyer acknowledges that international procurement involves multiple jurisdictions and that compliance with Australian and international laws is fundamental to the procurement process.

31.2 Compliance with Laws

Each party agrees to comply with all applicable laws, regulations, codes and lawful directions relating to the procurement, manufacture, importation, exportation, transportation and supply of the Goods.

Without limitation, this includes compliance with:

- Australian Commonwealth legislation;
- State and Territory legislation;
- customs legislation;
- import and export legislation;

- taxation laws;
 - consumer protection legislation;
 - workplace health and safety laws;
 - environmental legislation;
 - sanctions laws;
 - anti-money laundering legislation; and
 - any other laws applicable to the transaction.
-

31.3 Import & Export Compliance

The Buyer acknowledges that imported Goods may be subject to:

- import permits;
- export permits;
- customs requirements;
- quarantine requirements;
- biosecurity requirements;
- product restrictions;
- licensing requirements;
- government inspections;
- import duties;
- taxes;
- prohibited import controls; and
- restricted import controls.

The Buyer remains responsible for ensuring the Goods may lawfully be imported, installed and used for the Buyer's intended purpose.

31.4 Export Controls

The Buyer agrees that the Goods shall not be exported, re-exported, transferred or supplied in breach of any applicable export control laws.

Where additional export approvals become necessary after delivery, those approvals remain the Buyer's responsibility unless otherwise agreed in writing.

31.5 Sanctions Compliance

The Buyer warrants that neither the Buyer, nor any person acting on the Buyer's behalf, is knowingly:

- subject to Australian sanctions;
- subject to United Nations sanctions;
- subject to applicable international sanctions affecting the transaction;
- acting on behalf of a sanctioned person or entity; or
- using the Goods for any unlawful purpose.

If AOH reasonably believes that continuing the transaction may breach applicable sanctions laws, AOH may suspend or terminate the procurement process immediately.

31.6 Anti-Bribery & Corruption

The Buyer warrants that neither the Buyer nor any person acting on the Buyer's behalf will:

- offer bribes;
- request bribes;
- provide improper benefits;
- provide secret commissions;
- engage in corrupt conduct;
- improperly influence public officials;
- improperly influence suppliers; or
- otherwise engage in unlawful conduct in connection with this Agreement.

AOH maintains a zero-tolerance approach to bribery and corruption.

31.7 Anti-Money Laundering

Where reasonably necessary to comply with applicable legislation, AOH may request information verifying:

- the Buyer's identity;
- business ownership;
- source of funds;
- company details;
- authorised representatives; and
- beneficial ownership.

The Buyer agrees to provide reasonable information where lawfully required.

Failure to do so may result in suspension or termination of the procurement process.

31.8 Modern Slavery & Ethical Sourcing

AOH supports ethical sourcing and opposes:

- forced labour;
- child labour;
- modern slavery;
- human trafficking;
- exploitative employment practices; and
- unlawful working conditions.

Where AOH becomes aware of credible evidence that a Manufacturer or supplier is engaging in unlawful modern slavery practices, AOH may suspend procurement while reasonable enquiries are undertaken.

Nothing in this clause guarantees that every supplier is entirely free from unethical practices.

31.9 Environmental Compliance

The Buyer acknowledges that environmental requirements differ between countries.

Unless expressly agreed in writing, AOH does not warrant that Goods comply with every environmental regulation applicable to the Buyer's intended use.

The Buyer remains responsible for obtaining any approvals required for installation or operation.

31.10 Illegal Use

The Buyer warrants that the Goods will not knowingly be used for:

- unlawful activities;
- criminal purposes;
- prohibited manufacturing;
- unlawful importation;
- unlawful exportation;
- infringement of intellectual property rights;
- fraudulent conduct; or

- any purpose prohibited by law.
-

31.11 Suspension for Compliance Reasons

AOH may immediately suspend procurement services where AOH reasonably believes that continuing the transaction may expose AOH to:

- criminal liability;
- civil penalties;
- regulatory investigation;
- sanctions violations;
- customs offences;
- fraud;
- money laundering risks; or
- other unlawful conduct.

Suspension under this clause shall not constitute a breach of this Agreement.

31.12 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

31.13 Buyer's Acknowledgement

The Buyer acknowledges that:

- compliance with applicable laws is fundamental to the procurement process;
 - AOH may suspend transactions where required to comply with legal obligations;
 - the Buyer is responsible for lawful use of the Goods after delivery;
 - they have read and understood this Section; and
 - they agree to comply with its provisions.
-

SECTION 32 – DEFINITIONS & INTERPRETATION

32.1 Purpose

The purpose of this Section is to define key terms used throughout this Agreement.

Unless the context otherwise requires, the following definitions apply.

32.2 Definitions

ACL means the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Agreement means these Terms and Conditions together with:

- the quotation;
- accepted specifications;
- approved drawings;
- schedules;
- annexures;
- payment plans;
- invoices;
- written variations; and
- any other document expressly incorporated.

AOH means **AOH Industries Pty Ltd (ABN 98 666 106 136)**.

Business Day means a day other than:

- Saturday;
- Sunday; or
- a public holiday in Queensland.

Buyer means the person, company, trust, partnership or other entity purchasing procurement services under this Agreement.

Contract Price means the total amount payable under the accepted quotation, including any approved variations.

Delivery means the point at which the Goods are:

- delivered to the Buyer's nominated address;

- collected by the Buyer;
- collected by the Buyer's nominated carrier; or
- otherwise made available in accordance with this Agreement.

Force Majeure Event has the meaning given in Section 16.

Goods means the products manufactured by the Manufacturer and procured under this Agreement.

Manufacturer means the independent overseas manufacturer producing the Goods.

Payment Plan means any instalment arrangement approved in writing by AOH.

Procurement Services means the services supplied by AOH including, without limitation:

- sourcing;
- supplier liaison;
- quotation preparation;
- payment collection;
- production coordination;
- freight coordination;
- customs coordination;
- logistics;
- administration;
- after-sales coordination; and
- related consulting services.

Production Commencement means the earliest occurrence of any manufacturing commitment described in Section 8 of this Agreement.

Quotation means the written quotation issued by AOH and accepted by the Buyer.

Specifications means the written plans, drawings, layouts, dimensions, inclusions, finishes and other requirements approved by the Buyer.

32.3 Interpretation

Unless the context otherwise requires:

- words importing the singular include the plural;
- words importing the plural include the singular;
- one gender includes every gender;
- references to legislation include amendments and replacement legislation;
- headings are for convenience only;
- "including" means "including without limitation";

- references to persons include companies, trusts, partnerships, government authorities and other legal entities;
 - references to writing include electronic communications.
-

32.4 Order of Precedence

Where inconsistency exists between documents, the following order of precedence applies:

1. Written variations;
2. Accepted quotation;
3. Approved specifications;
4. These Terms and Conditions;
5. Annexures and schedules;
6. Manufacturer documentation, to the extent consistent with this Agreement.

Nothing in this clause limits rights that cannot be excluded under applicable legislation.

32.5 References

References in this Agreement to:

- legislation include amendments and replacement legislation;
 - dollars mean Australian Dollars (AUD);
 - days mean calendar days unless Business Days are specified;
 - clauses refer to clauses within this Agreement.
-

32.6 Australian Consumer Law

Definitions contained within this Agreement shall be interpreted consistently with any non-excludable rights under the Australian Consumer Law.

Where inconsistency exists, the legislation prevails.

32.7 Buyer's Acknowledgement

The Buyer acknowledges that they:

- have read the definitions contained within this Section;
- understand the meaning of the defined terms used throughout this Agreement; and
- agree that those definitions apply throughout the entire Agreement unless the context clearly requires otherwise.

SECTION 33 – SCHEDULES, ANNEXURES & DOCUMENTS FORMING PART OF THIS AGREEMENT

33.1 Purpose

The purpose of this Section is to identify the schedules, annexures, forms and supporting documents that form part of this Agreement.

The Buyer acknowledges that these documents form an integral part of the contractual relationship between the Buyer and AOH Industries Pty Ltd ("AOH") and must be read together with these Terms and Conditions.

33.2 Documents Forming Part of this Agreement

Unless otherwise agreed in writing, this Agreement consists of:

- these Terms and Conditions;
- the accepted quotation;
- approved specifications;
- approved engineering drawings (if applicable);
- approved floor plans;
- approved layouts;
- approved colour selections;
- invoices;
- payment schedules;
- approved variations;
- payment plan documents;
- direct debit authorities;
- schedules;
- annexures; and

- any other document expressly incorporated by reference.

Where there is any inconsistency between these documents, the order of precedence contained within Section 32 applies.

33.3 Schedule A – Product Specifications

Schedule A records the final specifications approved by the Buyer.

Without limitation, this may include:

- model numbers;
- dimensions;
- layouts;
- inclusions;
- finishes;
- colours;
- electrical requirements;
- plumbing requirements;
- appliances;
- accessories;
- optional upgrades;
- engineering notes; and
- any other approved specifications.

Manufacture shall proceed in accordance with the approved specifications.

33.4 Schedule B – Accepted Quotation

The accepted quotation forms part of this Agreement.

The quotation identifies:

- the Goods;
- pricing;
- procurement fees;
- freight;
- payment requirements;
- estimated lead times;
- inclusions;
- exclusions; and
- special conditions.

33.5 Schedule C – Payment Plan

Where applicable, the approved payment plan forms part of this Agreement.

The payment plan records:

- deposit;
 - instalments;
 - payment dates;
 - recurring payments;
 - payment method;
 - default provisions; and
 - final payment.
-

33.6 Schedule D – Direct Debit Authority

Where recurring payments are authorised, the Buyer shall complete the Direct Debit Authority.

The authority authorises recurring debit transactions through AOH's nominated payment processor.

The Direct Debit Authority remains in force until:

- all payments are completed;
 - the authority is lawfully cancelled; or
 - otherwise terminated under this Agreement.
-

33.7 Schedule E – Warranty Claim Form

Warranty claims should be submitted using the Warranty Claim Form.

The Buyer acknowledges that complete information assists the Manufacturer in assessing warranty claims.

The form may require:

- photographs;
- videos;

- serial numbers;
 - installation details;
 - maintenance records;
 - description of the issue;
 - supporting documentation; and
 - any additional information reasonably requested.
-

33.8 Schedule F – Freight Damage Claim Form

Where freight damage is alleged, the Buyer should complete the Freight Damage Claim Form.

The form may include:

- photographs;
 - delivery documentation;
 - transport details;
 - description of damage;
 - packaging photographs;
 - delivery date;
 - receiving details; and
 - supporting evidence.
-

33.9 Schedule G – Product Inspection Checklist

The Product Inspection Checklist is intended to assist Buyers when inspecting Goods upon delivery.

Completion of the checklist assists in identifying any issues promptly.

33.10 Schedule H – Variation Request Form

All requested changes after approval should be submitted using the Variation Request Form.

No variation becomes binding unless approved by AOH in writing.

33.11 Schedule I – Privacy Collection Notice

The Privacy Collection Notice explains:

- what information is collected;
 - why it is collected;
 - how it is used;
 - overseas disclosure;
 - storage;
 - access rights; and
 - contact details for privacy enquiries.
-

33.12 Schedule J – Customer Acceptance Checklist

Prior to Production Commencement, the Buyer may be requested to confirm that they have reviewed:

- specifications;
- quotation;
- payment schedule;
- freight;
- warranty;
- engineering requirements;
- these Terms and Conditions; and
- supporting documents.

The completed checklist forms evidence that the Buyer has reviewed the transaction.

33.13 Additional Schedules

AOH may issue additional schedules where reasonably necessary, including:

- engineering schedules;
- freight schedules;
- compliance schedules;
- manufacturing schedules;
- payment schedules;
- insurance schedules;
- commissioning schedules; or
- project-specific schedules.

Such schedules form part of this Agreement once accepted by the parties.

33.14 Electronic Documents

The Buyer agrees that schedules and annexures may be:

- electronically signed;
- emailed;
- uploaded through customer portals;
- executed through electronic document platforms; or
- otherwise exchanged electronically.

Electronic copies shall have the same legal effect as originals.

33.15 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

33.16 Buyer's Acknowledgement

The Buyer acknowledges that:

- the schedules and annexures form part of this Agreement;
- they have had the opportunity to review all documents incorporated into this Agreement;

- they understand that the schedules contain important commercial information relating to their order; and
 - they agree that those schedules are legally binding.
-

SECTION 34 – EXECUTION, ELECTRONIC TRANSACTIONS, NOTICES & CONTRACT ADMINISTRATION

34.1 Purpose

The purpose of this Section is to establish how this Agreement may be executed, administered and communicated between the Buyer and AOH.

34.2 Methods of Acceptance

The Buyer agrees that this Agreement may be accepted by:

- signing this Agreement;
- electronic signature;
- acceptance of a quotation;
- payment of a deposit;
- payment of an invoice;
- acceptance by email;
- acceptance through an electronic document platform;
- acceptance through an online ordering system;
- commencement of a payment plan;
- requesting procurement services to commence;
- approving production; or
- any other conduct demonstrating acceptance of this Agreement.

Acceptance by any of the above methods creates a legally binding contract.

34.3 Electronic Transactions

The parties agree that this Agreement may be entered into electronically in accordance with the **Electronic Transactions Act 1999 (Cth)** and any applicable State legislation.

Electronic signatures shall have the same legal effect as handwritten signatures.

34.4 Electronic Communications

The Buyer consents to receiving notices and communications electronically, including by:

- email;
- SMS;
- electronic document platform;
- secure messaging application;
- customer portal; or
- other agreed electronic communication method.

Electronic communications satisfy any requirement for written notice unless otherwise required by law.

34.5 Notices

Any notice under this Agreement may be given by:

- personal delivery;
- prepaid post;
- registered post;
- courier;
- email; or
- electronic document platform.

Unless proven otherwise, notices are deemed received:

- immediately upon personal delivery;
 - two (2) Business Days after posting within Australia;
 - upon successful transmission by email where no delivery failure notification is received; or
 - at the time recorded by the relevant electronic platform.
-

34.6 Change of Contact Details

The Buyer must promptly notify AOH of any change to:

- name;
- business name;
- address;
- email address;
- telephone number;
- billing address;
- delivery address; or
- authorised representative.

Until written notice is received, AOH may rely on the last contact details provided.

34.7 Contract Administration

AOH may administer this Agreement using:

- electronic record systems;
- document management systems;
- accounting software;
- payment processing systems;
- customer relationship management software;
- cloud storage systems; and
- other reasonable business systems.

Electronic records maintained by AOH may be relied upon as evidence of transactions between the parties.

34.8 Counterparts

This Agreement may be executed in any number of counterparts.

Each counterpart constitutes an original and together they form one Agreement.

Electronic copies are deemed originals.

34.9 No Requirement for Wet Ink Signatures

The Buyer expressly waives any requirement that this Agreement must be signed using handwritten signatures.

Electronic execution shall be sufficient for all purposes permitted by law.

34.10 Administrative Corrections

AOH may correct obvious clerical, typographical or formatting errors that do not materially affect the commercial rights or obligations of the parties.

Material changes require the Buyer's written agreement.

34.11 Record Keeping

AOH may retain records relating to this Agreement for the period reasonably required to:

- comply with legal obligations;
 - comply with taxation requirements;
 - administer warranties;
 - resolve disputes;
 - enforce contractual rights;
 - satisfy insurance requirements; and
 - operate its business.
-

34.12 Australian Consumer Law

Nothing contained within this Section excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

34.13 Buyer's Acknowledgement

The Buyer acknowledges that:

- this Agreement may be accepted electronically;
- electronic communications are legally effective;
- electronic records may be relied upon as evidence;
- they are responsible for maintaining current contact details; and
- they have read, understood and voluntarily accepted this Section.

SECTION 35 – FINAL DECLARATIONS, ACKNOWLEDGEMENTS, ENTIRE AGREEMENT & EXECUTION

35.1 Purpose

The purpose of this Section is to record the Buyer's final acknowledgements, declarations and acceptance of the commercial arrangements contained within this Agreement.

The Buyer acknowledges that these declarations are fundamental to the commercial relationship between the Buyer, the Manufacturer and AOH Industries Pty Ltd ("AOH").

35.2 Nature of the Transaction

The Buyer expressly acknowledges and agrees that:

- (a) AOH is **not the manufacturer** of the Goods;
- (b) AOH acts as an **independent international procurement consultant, logistics coordinator and authorised payment collection agent**;
- (c) the Goods are manufactured by an **independent overseas Manufacturer**;
- (d) the contract for manufacture of the Goods is entered into with the Manufacturer through AOH acting within the scope of its procurement appointment;
- (e) AOH coordinates the procurement process and facilitates communications between the Buyer and the Manufacturer;

(f) AOH does not itself manufacture, design, fabricate or assemble the Goods unless expressly stated in writing.

35.3 Understanding of Procurement Services

The Buyer acknowledges that AOH has fully explained the nature of its procurement services.

The Buyer understands that those services include:

- product sourcing;
- supplier identification;
- quotation preparation;
- negotiations;
- production coordination;
- payment collection;
- freight coordination;
- customs coordination;
- logistics;
- after-sales communication; and
- related procurement consulting.

The Buyer acknowledges that these services are separate from the manufacture of the Goods.

35.4 Independent Manufacturer

The Buyer acknowledges that:

- manufacturing decisions are made by the Manufacturer;
 - engineering decisions are made by the Manufacturer unless independent engineering is separately engaged;
 - quality control remains primarily the responsibility of the Manufacturer;
 - warranty decisions remain the responsibility of the Manufacturer, subject to applicable law; and
 - AOH cannot direct the Manufacturer to approve warranty claims, redesign products or alter manufacturing decisions.
-

35.5 Review of Documentation

The Buyer confirms that prior to accepting this Agreement they have reviewed, to their satisfaction:

- the quotation;
- specifications;
- approved drawings;
- layouts;
- payment schedule;
- freight arrangements;
- warranty information;
- insurance information;
- delivery arrangements;
- these Terms and Conditions;
- incorporated schedules; and
- annexures.

The Buyer confirms that they have had the opportunity to request clarification regarding any provision of this Agreement.

35.6 Opportunity to Obtain Independent Advice

The Buyer acknowledges that AOH has recommended that the Buyer obtain independent professional advice where appropriate, including:

- legal advice;
- engineering advice;
- building advice;
- accounting advice;
- taxation advice;
- financial advice;
- planning advice;
- certification advice; and
- any other professional advice relevant to the Buyer's intended use of the Goods.

The Buyer acknowledges that they have either:

- obtained such advice; or
 - voluntarily elected to proceed without obtaining that advice.
-

35.7 Entire Commercial Understanding

The Buyer acknowledges that this Agreement accurately records the entire commercial understanding between the parties.

The Buyer confirms that they have not relied upon any statement, promise or representation other than those expressly contained within:

- this Agreement;
- the accepted quotation;
- approved specifications;
- written variations; or
- other documents expressly incorporated into this Agreement.

Nothing in this clause excludes liability for fraudulent or misleading conduct or limits rights that cannot lawfully be excluded.

35.8 Acceptance of Commercial Risk Allocation

The Buyer acknowledges that they have carefully considered and voluntarily accepted the allocation of commercial responsibilities contained throughout this Agreement, including but not limited to:

- procurement responsibilities;
 - manufacturing responsibilities;
 - warranty responsibilities;
 - freight responsibilities;
 - insurance arrangements;
 - engineering responsibilities;
 - certification obligations;
 - payment obligations;
 - limitation of liability;
 - indemnities;
 - Force Majeure provisions; and
 - dispute resolution procedures.
-

35.9 Entire Agreement

This Agreement, together with all incorporated quotations, schedules, annexures and written variations, constitutes the complete agreement between the Buyer and AOH.

No previous:

- quotation;
- discussion;
- correspondence;
- marketing material;
- website statement;
- catalogue;
- social media content;
- verbal representation; or
- negotiation,

forms part of this Agreement unless expressly incorporated in writing.

35.10 Continuing Effect

The Buyer acknowledges that this Agreement continues to apply:

- throughout procurement;
 - throughout manufacture;
 - during freight;
 - during customs clearance;
 - during delivery;
 - during warranty administration;
 - after completion of the procurement process; and
 - following termination where clauses are expressed to survive.
-

35.11 Australian Consumer Law

Nothing contained within this Agreement excludes, restricts or modifies any consumer guarantee, statutory right or remedy that cannot lawfully be excluded under:

- the **Competition and Consumer Act 2010 (Cth)**;
- the **Australian Consumer Law**;
- any applicable State or Territory legislation; or
- any other applicable law.

Where any provision of this Agreement is inconsistent with a non-excludable statutory right, that statutory right prevails to the extent of the inconsistency.

35.12 Buyer's Final Declaration

The Buyer declares and warrants that:

- ☐ They have carefully read every page of this Agreement.
 - ☐ They understand the legal effect of accepting this Agreement.
 - ☐ They understand that AOH acts as an international procurement consultant, logistics coordinator and authorised payment collection agent.
 - ☐ They understand that the Goods are manufactured by an independent overseas Manufacturer.
 - ☐ They understand that procurement services and manufacturing services are separate.
 - ☐ They have reviewed and approved the specifications for the Goods.
 - ☐ They have reviewed and approved the quotation.
 - ☐ They understand the payment obligations.
 - ☐ They understand the warranty process.
 - ☐ They understand the freight and insurance arrangements.
 - ☐ They have had the opportunity to obtain independent professional advice.
 - ☐ They voluntarily accept the commercial allocation of responsibilities contained within this Agreement.
 - ☐ They agree to be legally bound by every provision of this Agreement.
-

35.13 Execution

This Agreement may be accepted by:

- handwritten signature;
- electronic signature;
- acceptance of a quotation;
- payment of a deposit;
- payment of any invoice;
- approval of drawings;

- approval of specifications;
- commencement of a payment plan;
- electronic acceptance through an online platform;
- written confirmation by email; or
- any other method recognised under this Agreement.

Any of the above methods constitutes full acceptance of this Agreement and creates a legally binding contract.

ORDER CONFIRMATION ACCEPTANCE

No handwritten signature is required. By reviewing and approving the order confirmation sent by AOH Industries Pty Ltd, the customer confirms acceptance of these Terms and Conditions, subject to applicable law. AOH should retain the customer's approval and the version of these Terms supplied with the order.

35.15 Entire Agreement Confirmation

By approving the order confirmation supplied by AOH Industries Pty Ltd, the Buyer confirms acceptance of these Terms and Conditions and the documents incorporated into the order, subject to any rights that cannot lawfully be excluded. No separate signature page is required.