

Roll Tech Australia Pty Ltd

TERMS & CONDITIONS of SALE

1. Definitions

'RTA' means Roll Tech Australia Pty. Ltd. Trading as 'Roll Tech Australia'.
'CUSTOMER' means the customer identified in the application for Credit.
'CONTRACT' means all contracts entered into between 'Roll Tech Australia' and the 'CUSTOMER'.
'GOODS' means the goods the subject of the Contract.

2. All Contracts

The Terms and Conditions of Sale shall apply to all Contracts for the supply of Goods by 'Roll Tech Australia' to the 'CUSTOMER' and shall prevail over any terms and conditions containing the Purchase Order, Invoice/Cart note or other documents governed by the laws of Queensland.

2.1 Variation of Trading Terms

Roll Tech Australia Pty Ltd may vary these terms and conditions at any time by notice in writing to the 'CUSTOMER'.

3. Payment

3.1 Payment shall be made by the 'CUSTOMER' within 7, 14 or 30 days from the end of the month of invoice, depending on individual terms.

3.2 Interest will be charged on overdue amounts at the rate of 2% per month.

3.3 Legal costs of recovery of any overdue amounts shall be recoverable by 'Roll Tech Australia' as a debt due by the 'CUSTOMER'.

3.4 Appropriate Law

Any legal action for recovery of monies owed by the customer shall be issued in an appropriate court in the State of Queensland which Courts shall have exclusive jurisdiction to deal with such matters.

4. Delivery and Risk

4.1 Delivery shall be made by 'Roll Tech Australia' at the 'CUSTOMERS' expense to the 'CUSTOMERS' premises or in accordance with the 'CUSTOMERS' instruction by such transport at 'Roll Tech Australia' discretion.

4.2 Claims will only be considered if made within 7 days of delivery and the 'CUSTOMER' shall be responsible for checking the Goods on delivery.

4.3 Risk shall pass to the 'CUSTOMER' on delivery of the Goods notwithstanding that property shall remain with 'Roll Tech Australia' until those goods are paid for.

4.4 Insurance against all risks whatsoever shall be maintained by the 'CUSTOMER' from delivery.

4.5 Additional Costs: incurred from excessive delays or extra labour to unload will be charged to the 'CUSTOMERS' account. Lengths 9.2 metres and over may be subject to additional delivery charges. Maximum lengths for products vary and delivery of such will be determined by the Company.

4.6 Time for Delivery: Dates for delivery are estimates only and subject to the availability of the goods and 'Roll Tech Australia' shall not be liable to the 'CUSTOMER' for any delays in delivery.

4.7 Force Majeure: 'Roll Tech Australia' accepts no responsibility for the loss, damage or non-delivery arising by reason of riot, civil commotion, war whether declared or not, accident, shortened hours of labour, strikes, lock-outs, storm, flood, fire or any other circumstances beyond the direct control of 'Roll Tech Australia'.

5 Property in Goods

5.1 Property in goods will not pass the 'Customer' until payment in full has been made by the Customer to 'Roll Tech Australia' for all goods delivered to the 'Customer' by 'Roll Tech Australia'.

Until payment has been made in full and property passes in accordance with 5.1:

5.2 Bailee and Storage: the 'CUSTOMER' shall hold all goods as bailee and as a fiduciary of 'Roll Tech Australia' and shall securely store same separately from the 'CUSTOMERS' other goods so as to clearly identify the Goods as 'Roll Tech Australia'.

5.3 Disposal of goods: The 'CUSTOMER' is authorised to sell the Goods but shall hold the book debt and the proceeds of sale on trust for 'Roll Tech Australia'

and shall account to 'Roll Tech Australia' for any overdue amount from the proceed thereof, and any overdue amount from the proceeds thereof, and the 'CUSTOMER' acknowledges that 'Roll Tech Australia' may collect the book debt arising from such sale as 'Roll Tech Australia' remains the beneficial owner of the book debt at all times.

5.4 Repossession of Goods: The 'CUSTOMER'S' right to possession of the goods shall cease if the 'CUSTOMER':

5.4.1 Fails to make payments of any outstanding amount due to 'Roll Tech Australia'

5.4.2 commits an act of bankruptcy or is declared insolvent or, if a company, the 'CUSTOMER' does or omits to do anything which entitles the 'CUSTOMER' or any person to appoint an external administrator pursuant to any Part of chapter 5 of the Corporation Law; or

5.4.3 enters into some arrangement or assignment for the benefit of creditors; and 'Roll Tech Australia' shall be entitled to require the 'CUSTOMER' to return all unpaid Goods failing which 'Roll Tech Australia' is irrevocably authorised to enter the 'CUSTOMER'S' premises to repossess the Goods without notice.

6 Lien

'Roll Tech Australia' is entitled to claim a general Lien on all goods belonging to the 'customer' for all amounts owing to 'Roll Tech Australia' by the 'CUSTOMER'.

7. Warranty and Damages

7.1 Standard Warranty imposed by statute law only applies with all other conditions, warranties, and representation on the part of 'Roll Tech Australia' expressly excluded.

7.2 Damages for the breach of any warranty shall be limited to replacement or repair of the Goods to the same cost only, at 'Roll Tech Australia' discretion, and shall not extend to any consequential damages whatsoever.

7.3 Defective Raw Materials

Roll Tech Australia is proud to use the Australian made genuine BlueScope Steel products, that includes COLORBOND® steel, ZINCALUME® steel and TRUECORE® steel. BlueScope warrants the steel material used to produce your roll formed steel building products in certain applications and subject to meeting a number of conditions. This covers the likes of COLORBOND® steel, ZINCALUME® steel, TRUECORE® steel and GALVASPAN® steel. BlueScope Material Warranties must be applied for online via the [BlueScope Warranty Management System](#). 'Roll Tech Australia' - accepts no liability for its products which are proven to be defective by virtue of the steel or other materials which have been purchased failing to contain the mechanical and chemical properties embodied in the material specification.

8 Acknowledgement of Terms and Conditions of Sale and Privacy Act Authorisation

Each of the persons whose signatures appear in Trading Account Application (in whatever capacity)

AUTHORISE AND ACKNOWLEDGE:

8.1 the 'CUSTOMER' to make this Application and have each read, understood and agree to be bound by all the Terms and Conditions of Sale.

8.2 that items of personal information contained in this Application and permitted to be kept on a credit information file be disclosed to a credit reporting agency.

8.3 in accordance with the paragraphs (b), (e) and (h) of s.18K(1) and/or s.18L(4) of the Privacy Act 1988, that disclosure by a credit reporting agency and/or use by 'Roll Tech Australia' of the relevant information referred to in those sections may occur for the purposes of assessing this application.

8.4 'Roll Tech Australia' may supply information about our credit worthiness to the other credit providers and authorises the Trade References to provide 'Roll Tech Australia' with information about our credit worthiness.