

TERMS & CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these terms and conditions of sale ("Conditions"):

- (a) "Application" means the Application for Credit Account and Agreement set out in Section A for purchasing Goods on credit;
- (b) "Australian Consumer Law" means the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth);
- (c) "Consumer" means a consumer as that term is defined in the Australian Consumer Law;
- (d) "Consumer Contract" means a contract for the supply of goods or services to an individual whose acquisition of the goods or services is wholly or predominantly for personal, domestic or household use or consumption. However, if the relevant parts of the definition of 'Consumer Contract' under the Australian Consumer Law are amended at any time, this definition is also amended accordingly.
- (e) "Contract" has the meaning given to that term in clause 2;
- (f) "Force Majeure Event" means any event outside a party's reasonable control including acts of Gods, declared or undeclared war, act of terrorism, fire, flood, storm, earthquake, hurricane, cyclone, riot, power failure, industrial action, defaults of manufacturers or suppliers, the inability to obtain equipment, supplies or other facilities that are not caused by a failure to pay labour disputes, theft, any criminal act or other similar events beyond a party's control that may prevent or delay a party from performing their obligations under any Contract;
- (g) "Fletcher Group" means Fletcher Building Limited (ARBN 096 046 936) and any of its related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth));
- (h) "Goods" means goods supplied by us to you from time to time;
- (i) "Small Business Contract" means a contract for the supply of goods or services where:
 - (1) at the time the contract is entered into, at least one party to the contract is a business that employs fewer than 20 persons; and
 - (2) either of the following applies:
 - (A) the upfront price payable under the contract does not exceed \$300,000;
 - (B) the contract has a duration of more than 12 months and the upfront price payable under the contract does not exceed \$1,000,000.However, if the relevant parts of the definition of 'Small Business Contract' under the Australian Consumer Law are amended at any time, this definition is also amended accordingly;
- (j) "we", "us", "our" or "the Company" means Laminex Group Pty Limited (ABN 98 004 093 092) trading as The Laminex Group and any member of the Fletcher Group that is named as the party making or accepting an order;
- (k) "you" means the Customer stated in the Application and any other person(s) acting on your behalf.

2. SUPPLY

2.1 The contract between you and the Company is constituted by: (i) the Conditions; (ii) the Application; and (iii) the extent to which the Company accepts an order in accordance with clause 3.3 (each a "Contract"). The Conditions, the Application and the

extent to which the Company accepts the order govern all contracts for the supply of Goods by the Company to you and constitute the entire agreement in connection with the supply of Goods between you and the Company. All prior representations, trade custom or previous dealings between you and the Company are excluded and are not applicable in the interpretation of the Contract. No modification or variation to the Conditions or the Application, any additional terms or conditions or any terms inconsistent with the Conditions or the Application provided by you (whether put forward in the order, your specification or otherwise) will bind the Company, unless expressly and specifically agreed to in writing by the Company. The Conditions and the Application supersede any terms and conditions which have previously governed a contract for the sale of Goods between you and the Company. The Conditions and Application will prevail to the extent of any inconsistency between them and any quotation, order or other documents from you. The Conditions and Application bind you even if you or the Company do not sign them promptly or at all.

2.2 You will purchase and we will supply goods to you on the terms of each Contract. However, we are not obliged to supply goods to you when requested to do so.

2.3 You warrant that the Goods supplied to you under each Contract will be for use in a commercial or business operation and not for personal, domestic or household use or consumption.

2.4 We may at any time, and from time to time, alter these Conditions and/or the Application by notice in writing to you. If the Contract is a Small Business Contract, then you may consider the variation and, if not acceptable, may elect not to proceed with the purchase of Goods ordered before the date of the variation, but which are intended to be subject to the variation. Otherwise, you agree that Goods delivered and/or ordered after the date of a notice of variation will be subject to the variation and acceptance of the Goods or the placing of the order will be deemed to be an acceptance of such varied terms and conditions.

3. QUOTATIONS AND ORDERS

3.1 Any quotation or price list given by us to you does not constitute an offer to sell goods to you. We reserve the right to alter the quote or price list without notice to you.

3.2 Any quotation or price list provided by us to you applies strictly to Goods ordered and delivered to a location within the same state as your address and to which the quotation or price list applies. We reserve the right to reject any orders, or alter prices, for Goods which are to be delivered to an address outside the state of your address or the state to which the quotation or price list applies.

3.3 By ordering goods, you are making a binding irrevocable offer to purchase those goods. We will notify you of our acceptance of your order in writing. Alternatively, our manufacture of goods or delivery of Goods pursuant to your order will be deemed acceptance of your offer to purchase.

3.4 We reserve the right to modify the design of goods and cease to manufacture or supply goods without notice. If the Contract is a Small Business Contract and we modify the design of Goods after we have accepted your order for those Goods:

- (a) we will give you notice of the modification in writing; and
- (b) you may consider the modification and, if not acceptable, may elect not to proceed with the purchase of Goods ordered before the date of the notice, but which are intended to be subject to the modification.

4. PRICES, GST, FREIGHT AND INSURANCE

4.1 Unless otherwise expressly agreed in writing, the price of the Goods will be the price specified in our invoice plus the amount which we are required to pay on account of any charges which may be levied by any government authority (domestic or foreign) plus any amount that reflects any increase in exchange rates, costs of labour, materials and overheads. If the Contract is a Consumer Contract or a Small Business Contract, then you may consider any alterations to the price referred to in this clause or clause 3.2, prior to the date of dispatch of goods or the

performance of services and, if not acceptable, may elect not to proceed with the purchase of Goods ordered before the date of the alteration, but which are intended to be subject to the alteration by providing written notice to us.

- 4.2 You are responsible for all freight costs. If you nominate a carrier, this must be advised to us in writing in the absence of which we will choose a carrier.
- 4.3 With the exception of any amount payable under clause 4.4, unless otherwise expressly stated, all amounts stated to be payable by you under any Contract are exclusive of GST.
- 4.4 If GST is imposed on any supply made under or in accordance with any Contract, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with the Contract subject to the provision of a tax invoice.
- 4.5 In this clause the expressions "GST", "tax invoice", "recipient" and "taxable supply" have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999*.

5. PAYMENT

- 5.1 You agree that until we confirm that a credit facility has been granted to you, all Goods are supplied on a cash before delivery basis.
- 5.2 Unless otherwise agreed, all amounts owing to the Company on account of Goods supplied to you on credit are due and payable by the last working day of the month following the month in which Goods are delivered or collected.
- 5.3 You may pay by Visa or MasterCard or American Express. However, a payment surcharge is payable by the Customer if accounts are paid using Visa, Mastercard or American Express credit accounts or accounts using contactless payments (ie: PayWave, PayPass). The payment surcharge is a percentage of the amount being paid and varies depending on the payment method used. The current surcharge rate will be notified by us from time to time. As at the date of these Conditions, the surcharge rate is, 1.25% for Visa or Mastercard and 2.97% - American Express.

That payment surcharge is payable at the same time as the account to which it relates is due.

- 5.4 You agree that if you fail to pay in accordance with this clause 5, without prejudice to any of our rights, we may:
- (a) charge a late payment fee of two percent (2%) plus GST on all amounts paid by credit card;
 - (b) charge interest on debts at four percent (4%) above the rate prescribed pursuant to the *Penalty Interest Rates Act (Vic) 1983* from time to time;
 - (c) charge a dishonour handling fee at the rate advised by us from time to time where we are unable to obtain payment from your credit card provider or a cheque is not paid by your bank;
 - (d) recover all collection costs and expenses incurred in collecting overdue accounts;
 - (e) withhold supply;
 - (f) sue for the money owing on the Goods.
- 5.5 The late payment fee and any interest will be charged daily from the due date for payment until the actual date of payment and will be payable together with the overdue amount. The parties agree that the fees and interest charged pursuant to clause 5.4 are a genuine pre-estimate of the loss that will be suffered by the Company for late payment.
- 5.6 Any forbearance by us in charging any of the fees set out in clause 5 does not constitute a waiver of our right to do so in the future.

6. DELIVERY

- 6.1 We reserve the right to deliver Goods by instalments. Any delivery times notified to you are estimates only. If you request us to postpone delivery of the Goods beyond the delivery date or dates specified in your order, we may agree to do so if you agree to pay an additional fee for such postponement.
- 6.2 If we do not receive delivery instructions sufficient to enable us to dispatch the Goods within fourteen (14) days of you being notified that the Goods are ready for delivery, you will, from the fifteenth day after notification:
- (a) be deemed to have taken delivery of the Goods;
 - (b) be liable for reasonable storage charges, payable monthly on demand; and
 - (c) assume risk in the Goods.
- 6.3 Containers (which includes but is not limited to stillages, formers and pallets) in or on which Goods are delivered and for which a deposit charge is made, remain our property. Upon the containers' return in good order the deposit will be returned to you. We reserve the right to deduct moneys from your deposit to compensate us for any damage to the container(s).

7. CLAIMS AND LIABILITIES

- 7.1 Any claim by you as to breach of the Conditions must be made to us in writing within seven (7) days of delivery, for which time is of the essence, except in the case of a claim involving a Consumer or Small Business Contract alleging a breach of the guarantees under the Australian Consumer Law.
- 7.2 If you do not notify us of any claim within seven (7) days of delivery in accordance with clause 7.1, the Goods are deemed accepted by you in compliance with the Conditions.
- 7.3 If you are a Consumer, the provisions of this clause 7.3 apply:
- (a) The Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and to compensation for any other reasonably foreseeable loss or damage in accordance with the Australian Consumer Law. You are entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.
 - (b) If you believe the Goods do not comply with the statutory guarantees, you must contact the Company and the parties may make arrangements for the return of the Goods. Any returned Goods must be accompanied by proof of purchase. If the Company agrees that the Goods do not comply with the statutory guarantee, the Company will refund the costs of returning the Goods to the Company and, in all other respects, act in accordance with its obligations under the Australian Consumer Law.
 - (c) Subject to clause 13, all other terms, representations, warranties, guarantees and conditions that might otherwise be granted or implied by law are expressly excluded to the maximum extent permitted by law, unless agreed by the Company in writing. The Company does not exclude, restrict or modify any liability that cannot be excluded, restricted or modified except to a limited extent, as between you and the Company by law.
- 7.4 If you are not a Consumer, the provisions of this clause 7.4 apply:
- (a) Subject to clause 13, all terms, representations, warranties and conditions that might otherwise be granted or implied by law are expressly excluded to the maximum extent permitted by law, unless the Company agrees in writing. The Company does not exclude, restrict or modify any liability that cannot be excluded, restricted or modified except to a limited extent, as between you and the Company by law.

- (b) The Company's liability for breach of a non-excludable condition or warranty is limited at the Company's option, to any one of the following:
- (i) the replacement of the Goods or the supply of equivalent Goods;
 - (ii) the repair of the Goods;
 - (iii) the payment of the cost of providing replacement Goods or of acquiring equivalent Goods; or
 - (iv) the payment of the cost of having the Goods repaired.
- (c) The Company is not liable to you:
- (i) for any loss, cost, damage or expense to the extent that it is for indirect, special, economic or consequential loss, where consequential loss means any loss, cost, damage or expense beyond the normal measure and beyond that which every plaintiff in a like situation would suffer; and
 - (ii) for any loss of revenue, business or profits or any nature whatsoever, loss of expected savings, loss of chance or business opportunity, business interruption, loss or reduction of goodwill or damage to reputation or any loss of value of intellectual property.
- 7.5 If the Contract is not a Small Business Contract, you indemnify the Company for any loss, cost, damage or expense suffered by the Company arising from or in connection with:
- (a) any breach of Contract or negligence by you;
 - (b) any breach of law by you;
 - (c) the death or injury to any person or damage to any property arising from the performance by you of your obligations under any Contract; and
 - (d) any failure to install the Goods in accordance with their applicable installation instructions and manuals provided with the Goods or to operate the Goods in accordance with their applicable operation instructions and manuals provided with the Goods or in connection with your negligence or the negligence of any third party, including in relation to the installation or operation of the Goods.
- 7.6 We make no representation, warranty or undertaking about the compliance of the Goods with any statutory requirements relating to the marketing of Goods. You acknowledge that you alone are responsible for compliance of the Goods with this legislation.
- 7.7 We will not be responsible for non-delivery or delay in delivery of any Goods due to any cause beyond our reasonable control, notwithstanding that the cause may be operative at the time of entering the Contract. Where such non-delivery or delay occurs, we may deliver the Goods not delivered or delayed at any subsequent time and you must accept and pay for them.
- 7.8 Where we give a date of intended delivery, this will be subject to the Goods ordered being available and our being able to make the delivery on that date.
- 8. RETURNED GOODS**
- 8.1 You may only return Goods with the prior written approval of the Company. Goods accepted for return by the Company must be returned within 21 days from the date of delivery in an unsoiled, undamaged and resalable condition and, where appropriate, in the original packaging. You may be charged handling fee for any returned Goods. The amount of this charge will be determined by the Company and debited to your credit account.
- 8.2 Your proof of purchase must accompany all Goods returned to the Company.
- 8.3 Where Goods are returned to us, credit will only be issued subject to the following conditions set out in clauses 8.3 – 8.8:

RETURN AUTHORISATION:

- (a) A Goods Return Credit ("GRC") authority number must be obtained from the supply point prior to the return of any Goods. We may refuse to give a GRC authority or accept the return of any Goods.
- (b) You must provide the invoice number and date of purchase before a GRC will be issued.
- (c) The GRC authority number must be clearly marked on the packaging of Goods returned to us. Failure to comply with this requirement could result in our refusing to accept delivery of the returned Goods.

8.4 CREDIT:

All claims for credit must be supported by:

- (a) carriers consignment note or similar receipt of delivery;
- (b) our relevant invoice number; and
- (c) the GRC number issued by us.

8.5 UNACCEPTABLE RETURNS:

Without in any way limiting our discretion to refuse to accept the return of any Goods, the following Goods will not be returnable:

- (a) any Goods that have been held by you or your agent for more than seven (7) days; or
- (b) any Goods which are not in original condition; or
- (c) any Goods that are manufactured as made to order ("mto") items unless faulty. Any manufacturing surcharge is non refundable.

8.6 FAULTY GOODS:

If you are not a Consumer, we will only recognise claims for faulty Goods that are lodged within seven (7) days of you receiving the Goods.

8.7 CARRIER:

Goods must be returned by the carrier specified by us.

8.8 RESTOCKING FEE

You agree to pay us a restocking fee at the rate advised by us from time to time.

9. OWNERSHIP & RISK

- (a) The risk of loss or damage to the Goods passes to you on the date and at the time that the Goods are delivered to you or at the date and time the Goods are collected from the Company's warehouse.
- (b) Ownership of any Goods supplied by us will not pass to you until all amounts owing by you to us has been received by us.
- (c) Until ownership passes to you, the Goods supplied are held by you for us as bailee and, if required, you will store the Goods so that it is clear they belong to us.
- (d) If you wish to resell any Goods before ownership passes, you may do so only by way of bona fide sale in the ordinary course of business and as our agent, but you must not represent to any other person that you are acting for, or have any authority to bind, us.
- (e) You will hold the proceeds of sale on trust for us and you must account to us for the proceeds of any sale of the Goods.

10. PERSONAL PROPERTY SECURITIES ACT 2009

- (a) You acknowledge that the Conditions may constitute a security agreement for the purposes of section 20 of the *Personal Property Securities Act 2009* ("PPSA") and that a security interest may exist in Goods (and their proceeds) previously supplied by us to you (if any) and in

future Goods (and their proceeds) supplied to you and your personal property.

- (b) You will execute documents and do such further acts as may be required by us to register the security interests granted to us under the Conditions under the PPSA.
- (c) To the extent permitted by law, you waive your rights under the following provisions of Part 4 of the PPSA:
 - (i) to receive a notice of intention of removal of an accession (section 95);
 - (ii) to receive a notice that we decide to enforce our security interest in accordance with land law (section 118);
 - (iii) to receive a notice of enforcement action against liquid assets (section 121(4));
 - (iv) our obligation to dispose of or retain collateral (section 125);
 - (v) to receive a notice of disposal of goods by us purchasing the Goods (section 129);
 - (vi) to receive a notice to dispose of Goods (section 130);
 - (vii) to receive a statement of account following disposal of Goods (section 132(2));
 - (viii) to receive a statement of account if no disposal of Goods for each 6 month period (section 132(4));
 - (ix) to receive notice of any proposal of ours to retain Goods (section 135(2));
 - (x) to object to any proposal of ours to either retain or dispose of Goods (section 137(2));
 - (xi) to redeem the Goods (section 142);
 - (xii) to reinstate the security agreement (section 143);
 - (xiii) to receive a notice of any verification statement (section 157(1) and section 157(3)).
- (d) You further agree that where we have rights in addition to those under Part 4 of the PPSA, those rights will continue to apply.
- (e) Until ownership of the Goods passes, you must not give to us a written demand or allow any other person to give us a written demand requiring us to register a financing change statement under the PPSA or enter into or allow any other person to enter into the register of personal property securities a financing change statement under the PPSA.
- (f) You acknowledge that you have received value as at the date of first delivery of the Goods and have not agreed to postpone the time for attachment of the security interest (as defined in the PPSA) granted to us under the Conditions.
- (g) You irrevocably grant to us the right to enter upon your property or premises, without notice, and without being in any way liable to you or to any third party, if we have cause to exercise any of our rights under sections 123 and/or 128 of the PPSA, and you indemnify us from any claims made by any third party as a result of such exercise.

11. CHARGE

11.1 You hereby charge in favour of us:

- (a) any land that you own (or acquire after the date hereof) as security for any and all moneys owing to us and

hereby authorise us to register a caveat over the land to register our interest; and

- (b) all your personal property including, without limitation, all the stock, motor vehicles, plant equipment and debtors that you own (or acquire after the date hereof) as security for any and all moneys owing to us and hereby authorise us to register, with any competent authority, including the register of personal property securities pursuant to the PPSA, the charge over your personal property; and

11.2 You irrevocably appoint the Company and any person nominated by the Company severally as your attorney, with power to execute, sign and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such caveat or other security document to effect the security granted under this clause 11.

12. SET OFF

You agree that:

12.1 we may set-off any credit amount that we owe to you against any debit due by you to us; and

12.2 you are not entitled to withhold payment of any money in respect of any set-off or claim you might have against us.

13. WARRANTIES

13.1 Without limitation to any other provision of this Contract, we warrant that any Goods sold by us will be free from defects under normal use for a period of twelve (12) months after delivery. This warranty does not cover any Goods which are not manufactured by us.

14. ACTS OF DEFAULT

14.1 If:

- (a) you fail to pay for any Goods on the due date or the Company has reasonable grounds to believe that you may not be able to make due and punctual payment to the Company of any monies owing by you; or
- (b) you exceed your credit limit at any time;
- (c) you otherwise breach a material term of any Contract with us or any agreement between you and any member of the Fletcher Group; or
- (d) you cancel the delivery in breach of the Contract or fail to take delivery of any Goods; or
- (e) you commit an act of bankruptcy; or
- (f) you allow a trustee in bankruptcy or receiver and manager to be appointed to you or any of your property; or
- (g) you allow distress to be levied or a judgment, order or security to be enforced, or to become enforceable against your property including under the PPSA; or
- (h) you are a company and:
 - (i) proceedings are commenced to wind you up or any of your subsidiaries; or
 - (ii) a controller, receiver, administrator, liquidator or similar officer is appointed to you or in respect of any part of your property; or
- (i) contractual performance by either you or the Company is delayed or prevented due to a Force Majeure Event,

then the Company and any member of the Fletcher Group may, without prejudice to any other rights they may have do any or all of the following:

- (j) all monies payable by you to the Company may, at the Company's election, become immediately due and payable, notwithstanding that the due date for payment may not have expired;
- (k) vary, suspend or withdraw any credit facilities that may have been extended to you;

- (l) immediately terminate or suspend the whole or any outstanding part of any Contract;
- (m) withhold the delivery of further Goods;
- (n) enter upon your premises (doing all that is necessary to gain access) where Goods supplied under any Contract are situated at any time and retake possession of any or all of the Goods we have supplied to you in which title has not passed to you and we reserve the right to resell the Goods concerned;
- (o) recover from you the cost of materials or goods acquired for the purpose of future deliveries of goods to you;
- (p) exercise such rights as are afforded to the Company under the PPSA;
- (q) register a default with any credit reference facility;
- (r) charge interest to you at eight percent (8%) above the cash rate prescribed by the *Reserve Bank of Australia* calculated daily on any overdue amount and payable together with the overdue amount.

The parties agree that any interest charged by pursuant to clause 14.1(r) is a genuine pre-estimate of the loss that will be suffered by the Company for late payment.

14.2 If the Contract is a Small Business Contract and:

- (a) an administrator, liquidator or provisional liquidator or external manager is appointed in respect of the Company; or
- (b) a receiver, receiver and manager, administrator or controller is appointed in respect of any assets or group of assets of the Company; or
- (c) the Company is wound up; or
- (d) the Company becomes, admits in writing that it is, or is declared by a court to be unable to pay its debts as and when they fall due; or
- (e) there is a breach by the Company of any Contract or agreement with you; or
- (f) contractual performance by either you or the Company is delayed or prevented due to any Force Majeure Event,

then you may, without prejudice to any other rights you may have, terminate or suspend the whole or any outstanding part of the Contract.

15. REALES

15.1 If we conduct a re-sale pursuant to clause 14.1(n):

- (a) we may do so at our premises or place; and
- (b) the re-sale may, at our discretion, be by public or private sale; and
- (c) we may recover from you as liquidated damages for our loss of bargain, the difference between the re-sale price and the unpaid price (together with any incidental damages, such as holding expenses and charges but less expenses saved as a result of your breach).

15.2 If applicable Goods cannot be sold within three (3) months of the first attempted sale, those Goods will be deemed to have a re-sale price of nil.

16. GOVERNING LAW

Each Contract is governed by the laws of Victoria. You and the Company irrevocably submit to the exclusive jurisdiction of the Victorian courts and federal courts sitting in Victoria.

17. CESSATION OF SUPPLY

Our agreement to continue to deliver or sell goods to you is always conditional upon our being satisfied of your ability to pay and comply with the Conditions. If we cease to be satisfied we

may suspend and/or terminate deliveries and will not be liable in any way for any claim, damage, expense or cost suffered by you.

18. SEVERANCE

Should any part of any Contract be held to be void or unlawful, the Contract will be read and enforced as if the void or unlawful provisions have been deleted.

19. ANTI-CORRUPTION

19.1 You agree to comply with the Anti-Corruption Law and must not commit any act or omission which causes or would cause you or the Company to breach, or commit an offence under, any Anti-Corruption Laws.

19.2 You warrant and represent that you have not been convicted of any offence, and have not been the subject of any investigation or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under Anti-Corruption Laws.

19.3 You must, to the extent permitted by law, promptly notify the Company in writing if you become aware at any time during the term of any Contract, that any of the representations or warranties in clause 19.2 are, or might reasonably be expected to be, no longer correct.

19.4 For the purpose of clause 19, "Anti-Corruption Law" means any law prohibiting or relating to bribery, corruption, kickbacks, secret commissions or money laundering, including without limitation, the *Foreign Corrupt Practices Act 1977* (US), the *Bribery Act 2010* (UK), the *Criminal Code Act 1995* (Cth) and any anti-corruption regulations and provisions applicable in the European Union or in any other locations in which any member of the Fletcher Group carries on business.

20. PRIVACY

20.1 You acknowledge and agree that the Company may collect personal information and credit information about you and your directors, officers, partners and the Guarantors (as defined in Section A) (each a "Relevant Party").

20.2 The Company's Privacy Policy, available on its website or upon request to the Company, forms part of each Contract.

20.3 The Company's website may be hosted, or some data may be stored overseas, for reasons of uniformity and convenience for the Fletcher Group. All personal information and credit information derived from Australia will still be treated in accordance with the Company's Privacy Policy while being stored overseas.

20.4 Without limitation to the Company's Privacy Policy, you agree that the Company may collect, use or disclose information to the Fletcher Group and to third parties for the purpose of processing the Application, providing the Goods, providing information about Goods; performing the Company's obligations under any Contract, ensuring you comply with your obligations under any Contract, sending information on the Fletcher Group and our services; performing our administrative and marketing operations; complying with legislative and regulatory requirements or as otherwise permitted or authorised by law; considering any other application you may make to the Company or any member of the Fletcher Group; managing the Company's rights and obligations in relation to external payment systems, e.g. credit card schemes and debit payment schemes; conducting market research or customer satisfaction research; developing, establishing and administering arrangements (including rewards programs) with other organisations in relation to the promotion, administration and use of the Fletcher Group's goods and services; and developing and identifying products and services that may interest you.

20.5 You warrant to the Company that you have obtained the consent of each of the Relevant Parties to the collection, use and disclosure of their personal information and credit information by the Company in accordance with this clause 20 and the Company's Privacy Policy.

21. GENERAL

- 21.1 Either party may waive any term of a Contract at any time and will notify the other party in writing of any waiver.
- 21.2 The failure by a party to exercise a right or remedy, or any delay by a party in exercising a right or remedy, or the exercise by a party of only part of a right or remedy, or the granting of any indulgence by a party in favour of the other party does not:
- (a) affect the party's rights against the other party;
 - (b) constitute a waiver of any term or condition; or
 - (c) prohibit the party from exercising that right or remedy in relation to that breach or any other breach.
- 21.3 A waiver of a breach of a term or condition does not constitute a waiver of another breach of the same term or any other term.
- 21.4 The application of the United Nations Convention on Contracts for the International Sale of Goods (known as the Vienna Sales Convention 1980) is excluded.

SCHEDULE OF FEES AND CHARGES

RESTOCKING FEE

A Return To Store ("RTS") fee calculated at ten percent (10%) of the invoiced value of the Goods returned with a minimum amount to be determined by us from time to time (exclusive of GST), where Goods are returned as a result of order errors made by the customer. Over ordered Goods may not be accepted after seven (7) days from the earlier date of delivery or invoice. Made to order, special order goods and half or cut down sheets will not be accepted for RTS.

RETURNED CHEQUE FEE

Where a cheque issued for payment of Goods or payment of a credit account is dishonoured by a customer's bank, a returned cheque fee for an amount to be determined by us from time to time (exclusive of GST) will apply.

CREDIT CARD ADMINISTRATION FEE

A credit card administration fee of two percent (2%) of the face value of the transaction will apply where payment of accounts is made by credit card outside agreed trading terms.

LOGISTICS FEE

A logistics fee may be charged on orders for an amount to be determined by us from time to time – details are available from branch of despatch.