

By submitting a credit application and/or ordering Products and/or Services from Concrete Products Australia (CPA), the Customer agrees that the following terms of trade will apply to the supply. Concrete Products Australia (CPA) is not bound by the Customer's terms of purchase or any other conditions the Customer seeks to impose on, or that purport to apply to, the purchase of Products and/or Services by the Customer from CPA. The parties must not amend these Conditions unless recorded in writing and signed by an authorised CPA representative.

1. Definitions

ACL means the Australian Consumer Law Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Credit Application means an application for a commercial credit account with CPA.

Customer means the entity that has placed an Order to purchase Products from CPA

CPA refers to Concrete Products Australia Pty Ltd ATF PKF14 Family Trust ABN: 97 942 956 334.

Delivery means delivery of Products and/or Services at or to a Site.

Force Majeure Event means any event or cause beyond the reasonable control of a party claiming the force majeure event, including without limitation.

GST means the Products and/or Services Tax as defined in *A New Tax System (Good and Services Act) 1999* (Cth) as amended.

Intellectual Property means all intellectual property and proprietary right whether registered or unregistered (including business names, trade or service marks, any right to have information (including confidential information) kept confidential, patents, patent applications, drawings, inventions, improvements, trade secrets, technical data, formulae, computer programs, data bases, know how (in respect of the Business and including its Customer and supplier information), logos, design rights, copyright and similar industrial or intellectual property rights, and websites, landline and mobile numbers and other digital property).

Modern Slavery means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking, and other slavery-like exploitation as prohibited under all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.

Non-standard goods means any Products ordered by the Customer that are not stocked in the normal course of business or any Products made to order.

Order means a request placed by the Customer to purchase Products from CPA.

PPSA means the *Personal Property Securities Act 2009* (Cth) as amended.

Products means any Products supplied by CPA to the Customer.

Standard Prices means prices for Products and/or Services charged by CPA from time to time.

Services means any services which CPA sells or provides to the Customer from time to time including but not limited to the Delivery of Products to the Customer.

Site means any location to which the Customer requests that Products be delivered or to which Services are to be performed.

Special Orders means any order for Products which are custom made by CPA for the Customer pursuant to Working Documents provided by the Customer to CPA or any order which is for Products not usually sold by CPA and sourced only by CPA because of an order placed by the Customer with CPA.

Terms means these terms and conditions.

Working Documentation means architectural drawings, structural drawings, construction drawing, specifications, schedules or such other documents which are provided to CPA together with any subsequent variation, amendment or instruction.

2. Introduction

2.1 By placing an order with CPA, the Customer acknowledges that the Products will be supplied by CPA to the Customer upon these Terms.

2.2 These terms are deemed to be incorporated into all quotations, orders, invoices and the Credit Application sent by CPA to the Customer unless otherwise agreed by CPA in writing.

2.3 The entire agreement (Agreement) between the parties is comprised of:

- these Terms,
- the Credit Application;
- a quotation provided by CPA to a Customer; and

d) acceptance of an order from the Customer to CPA

2.4 If a Customer completes and CPA approves the Credit Application in respect of that Customer. The Customer warrants that all information provided in the Credit Application is true and correct at the time of execution of the Credit Application. The Customer must immediately notify CPA in writing if any of the information contained in the Credit Application becomes false or misleading.

3. Term of the Agreement

3.1 This Agreement shall cover all dealings between the parties until it is replaced by an alternate written agreement or is terminated in accordance with its terms.

4. Supply of the Products and/or Services

4.1 The Customer may Order from CPA such quantities of Products and/or Services it requires, with Order to be in such format (whether written or otherwise) as CPA shall prescribe from time to time.

4.2 A quotation by CPA is an estimate only and will not constitute an offer to sell Products or Services to the Customer. Orders are not accepted until notification from CPA of the acceptance of the Order either in writing or by overt act of acceptance in relation to that Order.

4.3 CPA retains the discretion to refuse acceptance of any Order made by the Customer for Products and/or Services including but not limited to circumstances where Products are unavailable for any reason, the Customer has failed to make payment for previous orders, or payments have been made outside payment terms or where the Customer is in breach of this agreement. CPA may make its acceptance of an Order conditional upon receiving a satisfactory credit assessment of the Customer.

4.4 The Customer acknowledges that CPA may engage agents or subcontractors in the manufacture and/or supply of Products and/or Services or any part thereof to the Customer.

4.5 The Customer will notify CPA in writing of any change in its structure or senior management including any change in directorship, partnership or trusteeship within seven days of the date of such change.

5. Site Requirements and Delivery

5.1 The date and place of delivery of the Products and/or Services will be the date specified in the Order unless otherwise agreed between CPA and the Customer in writing.

5.2 Any period or date for Delivery of Products or Services stated by or on behalf of CPA is intended as an estimate only and is not a contractual commitment. CPA will use its reasonable endeavors to meet an estimated date for the delivery of Products. The Customer acknowledges and agrees that it must accept delivery of the Products or services even in the event of a delay. Any failure of CPA to deliver the Products within the original timeframe specified will not entitle the Customer to cancel the balance of an order or to refuse to make payment of an invoice in respect of that Order. CPA will not be liable to the Customer for any loss or damage (including Consequential Loss) arising from late delivery of Products.

5.3 CPA may deliver Products in installments.

5.4 Deliveries are based on one drop with clear unobstructed access to site. Unless agreed otherwise on placement of Order, additional drops may incur an extra drop charge.

5.5 The Customer must make all arrangements necessary to take delivery of the Products when they are tendered for delivery. Where the Customer proposes to delay the delivery of Products beyond the estimated delivery date, the Customer must immediately notify CPA outlining the reasons why the Customer proposes to delay CPA's delivery of Products.

5.6 Delivery shall be kerbside to the address of the Site unless otherwise agreed between the parties. In the event that Delivery is within the Site,

(that is, beyond the kerbside), the Customer accepts all responsibility and liability for any damage, loss, injury or claim of any sort which results from CPA or its carrier being instructed to deliver the Products within the Site.

- 5.7 The Customer must ensure that all deliveries within the specified work site are properly authorised by law and are carried out in accordance with all applicable laws including any laws relating to occupational, health and safety, both as to the place and method of work.
- 5.8 The Customer agrees and acknowledges that the carrier engaged by CPA to perform the delivery of the Products may refuse to enter a specified work site if the carrier reasonably considers that the proposed method and means of access, turning, egress and unloading of Products do not constitute a safe place and method of work. The Customer acknowledges and agrees that the failure or refusal of a carrier acting reasonably to enter the specified work site will not diminish the obligation of the Customer to pay for the Products.
- 5.9 The Customer shall ensure that either the Customer or the Customer's agent are present at the time of the delivery to receive the Products or services. In the event that the Customer or the Customer's agent are not present but have consented to CPA delivering the Products or services in their absence, the Customer acknowledges that CPA will not be liable on any basis whatsoever for loss suffered by the Customer after delivery.
- 5.10 CPA will not be obliged to obtain a signed receipt or other acknowledgement of Delivery. However, if a signed receipt or other acknowledgement of delivery is obtained by a person at Delivery who appears to be authorized by the Purchaser to sign or otherwise take delivery, then, to the extent permitted by law, such signed receipt or other acknowledgement shall be conclusive evidence of Delivery, the quantity of Products delivered and otherwise compliance with the agreement.
- 5.10 The Customer acknowledges and agrees that if the Products are returned to CPA's site because delivery could not be made, the Customer must pay CPA a "storage charge" to store the Products until delivery is effected or these terms (and the applicable order) are terminated.

6. Pick up of product by the Customer

- 6.1 Access for the collection of Products from the CPA site is between 10.00 am and 2.00 pm Monday to Friday (unless otherwise agreed by CPA). It is the responsibility of the Customer to give a minimum of 24 hours' notice of collection.

7. Pricing and Payment

- 7.1 Unless the Customer has been provided with a fixed quote (which must be in writing) the Customer shall be charged for the Products and/or Services at CPA's Standard Prices at the time of the Customer placing an Order for Products and/or Services. Details of the Standard Price for a particular product or service are available to the Customer upon request.
- 7.2 Any quotation provided by CPA to the Customer shall be valid only for 30 days from the time it was made and may be withdrawn at any time by CPA within that period.
- 7.3 CPA may, at its sole discretion, agree to grant the Customer credit up to a nominated amount however without limiting the application of any other clause in this agreement, CPA shall be entitled to revoke such credit facility at any time with any Orders placed after such revocation to be subject to any revised payment terms advised by CPA to the Customer prior to such further Orders. Where CPA agrees to extend credit to the Customer, the Customer shall make payments when required to ensure the total amount outstanding from time to time remains within the credit limit and terms determined by CPA.
- 7.4 Any credit amount must be approved by CPA in writing prior to any Orders being placed pursuant to such credit amount. CPA may at its discretion require the provision of personal guarantees or other security prior to agreeing to provide credit.
- 7.5 Payment of all invoices must be in Australian Dollars and may be paid by EFT or credit card on or prior to the supply of Products and/or

services unless the Customer has a credit account with CPA, in which case the payment must be made within the terms of the credit agreement being, unless otherwise agreed in writing, 14 days from the date of each individual invoice.

- 7.6 The Customer will not be relieved of its obligation to pay the amount stated in the invoice in respect of the Products and/or Services by the Customer not requiring or refusing to take delivery of the Products. Any claims for returns will be considered by CPA however any uncontested invoiced amount must be paid within our payment terms.
- 7.7 CPA shall be free at any time, to revoke payment terms in regard to any future Orders and require payment in advance of supply of further Products and/or Services in the event that:
 - a) The Customer fails to make payment in accordance with the agreed payment terms; or
 - b) In CPA's reasonable opinion, CPA considers the Customer to be a credit risk.
 - c) The Customer suffers from an Insolvency Event; or
 - d) The Customer otherwise breaches any part of these Terms then all money which is then due as well as all monies that are payable by the Customer at a later date on any account, will be due and payable immediately without notice to the Customer.
- 7.8 If clause 7.7 applies CPA may, without prejudice to any other right or remedy available to CPA:
 - a) charge the Customer interest on any sum due at the rate of at the rate of 2% calculated on a monthly basis from the period from the due date until the date that payment is made in full;
 - b) charge the Customer for all expenses and costs associated with collecting overdue monies, including without limitation, legal fees on a full indemnity basis, debt collection costs and reasonable administration costs suffered or incurred by CPA resulting from the default, including taking whatever action CPA deems appropriate to receive any amounts due;
 - c) cease or suspend for such period as CPA thinks fit, supply of any further Product and/or Services or the manufacture and/or delivery of Products to the Customer; or
 - d) by notice in writing to the Customer immediately terminate any contract with the Customer so far as unperformed by CPA without effect on CPA's accrued rights under these Terms or any other contract.
- 7.9 Payment by cheque is not deemed to have been made unless and until the proceeds of the cheque cleared.
- 7.10 The Customer shall be liable for, and expressly undertake to pay, all fees (including administration fee in an amount to be set from time to time by CPA) for all costs incurred for any cheque being dishonored for whatever reason.
- 7.11 Unless otherwise stated quotes for Products or Services (including delivery) are exclusive of GST and any other applicable taxes or duties. In addition to the price for Products and/or Services the Customer shall also pay any applicable GST, taxes or duties.
- 7.12 If GST is imposed on any supply made under or in accordance with any Agreement, the recipient of the taxable supply must pay to CPA and 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 Agreement, subject to the provision of a tax invoice.
- 7.13 In the event that the Customer seeks to alter the scope of the Products or services to be provided after an order has been placed, CPA shall be free, if it agrees to the alterations, to charge additional reasonable amounts exceeding the quoted amount to take into account the alterations, including any additional labour and materials required. Such additional amount shall be communicated to the Customer prior to CPA agreeing to such alterations. CPA shall not however be obliged to agree to any requested variation.
- 7.14 In respect of payments required to be made by the Customer under each agreement, time shall be of the essence.
- 7.13 The Customer shall not seek to withhold or set off from money payable to CPA any amounts it alleges to be owing by CPA to it.

8. Special Orders

- 8.1 The Customer warrants that all Working Documentation and other design information provided to CPA for the manufacture of Special Orders are accurate and correct and that CPS shall not be liable in any way for a claim of any kind by the Customer in relation to Products supplied pursuant to a Special Order where CPA has made the Special Order in accordance with the Working Documentation and shall indemnify CPA in respect of a claim of any kind made by the Customer or any third party in respect of Products made according to Working Documentation.
- 8.2 Without limiting the application of any of CPS's policies, any Products manufactured pursuant to a Special Order where such Product are not ordinarily sold by CPA shall not be returnable to CPA unless CPA is required by law to accept the return of such Products.
- 8.3 Special Orders shall not be altered or varied at any stage after the placing of such an Order unless CPA, at its sole discretion, agrees to such an alteration or variation in writing. If such a variation or alteration is not agreed to, the Customer shall remain liable for payment of the Special Order and shall not be entitled to cancel the Special Order. CPA shall be entitled to charge any reasonable additional amounts for any variation or amendment to any Special Order where CPA has agreed to such a variation, which shall be communicated to the Customer at the time of any variation being agreed to between the parties.

9. Retention of title to Products

- 9.1 Until CPA receive full payment (in the form of clear funds) for any Products or Services supplied by it to the Customer together with any other amounts owing by the Customer to CPA:
- a) Title and property in all of the Products yet to be paid for remains vested in CPA and does not pass to the Customer;
 - b) The Customer must hold the Products as bailee for CPA;
 - c) The Customer must store the Products on its premises separately and must ensure the Products are kept in the same condition as when they were delivered to the Customer;
 - d) The Customer must keep the Products fully insured against such risks that are usual or common to insure against in a business of a similar nature to that of CPA including against damage, fire or theft;
 - e) Unless expressly authorized, the Customer shall not sell or otherwise dispose of the Products. If in breach of this clause the Customer does sell the Products, it does so as agent of CPA although it shall not represent to any third party that it is acting in any way on behalf of CPA and CPA shall not be bound by any contracts entered into by the Customer with third parties to which CPA is not an express party;
 - f) The Customer must hold the proceeds of any sale of the Products on trust for CPA;
 - g) CPA may issue proceedings for the amount of the Products sold to the Customer notwithstanding that ownership of the Products may not have passed to the Customer; and
 - h) In addition to its rights under the PPSA, CPA may in the event of default in payment by the Customer, without notice, enter any premises where it suspects that the Products are and remove them, and for this purpose the Customer irrevocably licenses CPA or its agents to enter onto such premises and also indemnifies CPA from and against all costs, claims, demands or actions by any party arising from such action.
- 9.2 Nothing in this clause or these terms generally shall be interpreted as requiring CPA to register any security interest on the Personal Property Security Register would it not be otherwise be required to do so.

10. Personal Property Security Act

- 10.1 The Customer grants a security interest to CPA in all Products (and their proceeds) now or in the future supplied by CPA to the Customer (or to its account).
- 10.2 The Customer undertakes to do anything that is required by CPA:

- a) so that CPA can acquire and maintain one or more perfected security interests under the PPSA in respect of the Products and their proceeds;
 - b) to ensure that CPA's security position, and rights and obligations, are not adversely affected including by the PPSA.
- 10.3 Unless the Customer has obtained CPA's prior written consent, the Customer undertakes not to create or purport to create any security interest in the Products, nor register. Or permit to be registered, a security interest in relation to the Products in favour of any third party.
- 10.3 The Customer agrees that the Conditions may create a PMSI in the Products (and their proceeds) supplied presently and in the future by CPA to the Customer.
- 10.4 The Customer will, upon demand, pay all of CPA's expenses and legal costs (on a solicitor/agent/client basis) in relation to or in connection with the registration of CPA's security interest and all other cost associated with protection and enforcement of CPA's security interest created by the Conditions or by undertaking an audit under the provisions of the PPSA.
- 10.5 This PMSI does not lose its priority as a result of the renewal, refinancing, consolidation or restructure of the subject matter of the Conditions and any purchase money obligations.
- 10.6 The Customer further agrees that where CPA has rights in addition to those under Part 4 of the PPSA, those rights will continue to apply.
- 10.7 The Customer's right to possession of Products still owned by CPA under the Conditions will cease if:
- a) where the Customer is an individual, the Customer commits an act of bankruptcy;
 - b) where the Customer is a company, circumstances arise where a receiver, manager, administrator or controller becomes entitled to take possession of any of the Customer's assets, any proceedings are instituted for winding-up of the Customer or the Customer enters into a Deed of Company Arrangement;
 - c) the Customer ceases or threatens to cease conducting business in the normal manner or applies for deregistration or receive a deregistration notice;
 - d) any payment the Customer provides to CPA is dishonored;
 - e) the Customer fails to comply with any demand for payment issued by CPA; or
 - f) the Customer breaches any of the Conditions or is in default of any other agreement between CPA and the Customer.
- 10.8 The Customer expressly and irrevocably agrees that until such time as title in the Products passes to the Customer, CPA is entitled to enter any premises where the Products supplied by CPA are located in repossess, remove and sell such Products. The Customer (its successors and assigns, including any external manager or administrator) will not object to CPA, or its agents entering any premises for the purpose of this clause and agrees to indemnify and keep CPA indemnified in respect of any claims, actions, and costs that may arise against CPA in relation to the removal, repossession and sale of the Product pursuant to the Conditions including any claims brought by third parties, except to the extent that CPA has been negligent or breached the Law or the Agreement.
- 10.9 The Customer agrees that repossession and retention of the Products pursuant to the PPSA will only satisfy so much of the monies which may become payable to CPA by the Customer as is equivalent to CPA's estimation of the market value of the Products as it is at the date of repossession and the repossession and retention will immediately extinguish any rights for interest CPA has on the value of the Products recovered.
- 10.10 The Customer agrees to accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to CPA by the Customer or the Customer's authorized representative.
- 10.11 Notwithstanding section 275 of the PPSA, the parties agree to keep confidential all information of the kind referred to in section 275 of the PPSA, unless compelled by Law to disclose such information.

11. Contracting out of PPSA

The Customer:

- 11.1 waives its right under section 157 of the PPSA to receive a copy of the verification statement relating to a security interest created under these Conditions;
- 11.2 agrees that to the extent permitted by the PPSA, the following provisions of the PPSA will not apply and are contracted out of: section 95; section 96; section 118; section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and
- 11.3 agrees that the following provisions of the PPSA will not apply and the Customer will have no rights under them; section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.

12. Risk

- 12.1 The Products will remain at the risk of CPA until:
 - a) if the supply of the Products is ex works, the Products are made available for collection by the Customer. For the avoidance of doubt, the Customer will bear all risk in respect of the loading of the Product at CPA's site; or
 - b) subject to clause 12.2, if delivered by CPA or a carrier engaged by CPA to the specified work site of the Customer, the Products arrive at the specified work site and the Products are unloaded at the specified work site.
- 12.2 If the Customer has arranged its own unloading of the Products at the specified work site, risk in the Products will pass to the Customer when the Products are made available for unloading at the specified work site. For the avoidance of doubt, the Customer will bear all risk in respect of the unloading of the Products at the specified work site

13. Inspection of Products and Returns

- 13.1 The Customer must inspect the Products immediately upon delivery and must within one (1) business day after the delivery is made, give written notice to CPA, with particulars of any claim that the Products are not in accordance with these Terms or the relevant order or the Product are otherwise defective. If the Customer fails to give notice within one (1) business day of delivery, then to the extent permitted by law, the Products must be treated as having been accepted by the Customer and the Customer must pay for the Products in accordance with the provisions of these Terms and as specified in the invoice and CPA may, at its discretion, impose a re-stocking charge of 25% of the price of the Products plus the cost of the original freight, plus freight costs to return the product to CPA.
- 13.2 Customer returns will not be accepted on CPA's site or any other, should prior approval not be arranged through CPA's returns process.
- 13.3 Defective Products will only be accepted by CPA for return if:
 - a) the Customer has complied with the notification requirement in clause 13.1 above;
 - b) CPA agrees that the Products are defective;
 - c) the Products are returned in a similar condition to that in which they were delivered; and
 - d) the Products are returned within 30 days from the date of the invoice.
- 13.4 Non-Defective Products may be accepted by CPA for return, at its absolute discretion, provided the Product are in an unused state.
- 13.5 Non-Standard Products will not be accepted for return unless the Products are defective.
- 13.6 CPA may require the Customer to pay the cost of the original freight plus 25% of the price as a restocking charge to cover handling, sorting, testing and restocking costs plus freight costs to return the product to CPA. If a return is accepted by CPA, CPA will refund the price as per the invoice for the Products less the restocking and freight charges (if applicable).
- 13.7 If CPA is required by law to accept a return of the Product, CPA will accept such return in accordance with any conditions imposed by the applicable law.

14. Force Majeure

Neither party shall be liable in any manner whatsoever to the extent that it has been prevented from performing any obligation under this Agreement by reason of matters beyond its control, including but without limitation –

- 14.1 In the event that the party whose performance is affected by a matter out of its control is CPA:
 - a) inability to source Products, obtain equipment or supplies or other facilities that are not caused by a failure to pay;
 - b) defaults by manufacturers or suppliers or other facilities that are not caused by a failure to pay;
 - c) inability to access the site or part of the Site;
 - d) power failure, lack of access to electricity or other required resources to the Site;
- 14.2 lack of availability for whatever reason of staff or contractors;
- 14.3 acts of God, accidents or machinery breakdown;
- 14.4 acts or threats of terrorism or war;
- 14.5 epidemics, pandemics (including Covid-19), government actions or restrictions; or
- 14.6 industrial disputes or strikes,
("Force Majeure Event")

15. Fitness for purpose

- 15.1 If:
 - a) the Customer is not a Consumer; and
 - b) the Agreement is not a Consumer Contract or a Small Business Contract,
 Then the Customer agrees that:
 - c) it does not rely on the skill or judgement of CPA in relation to the suitability of any Products for a particular purpose; and
 - d) any advice, recommendation, information or assistance provided by CPA is provided without any liability by CPA whatsoever.
- If:
 - a) the Customer is a Consumer; or
 - b) the Agreement is a Consumer Contract or a Small Business Contract,
 then the Customer acknowledges and agrees that:
 - c) any advice, recommendations, information or assistance provided by CPA is provided in good faith, relying upon the accuracy and completeness of information provided by the Customer to CPA.

16. Immediate Termination of Agreement

- 16.1 A party may terminate this Agreement immediately by giving written notice to the other party if the other party:
 - a) goes into liquidation;
 - b) has an administrator or a receiver to its property or assets appointed;
 - c) is made bankrupt
 - d) materially breaches its obligations under this Agreement where such breach is either not capable of remedy such breach within 14 days after receipt of written notice of such breach by the other party; or
 - e) if the Customer engages in any conduct (which includes any conduct by employees of the Customer) which in the reasonable opinion of CPA is or might be damaging to the reputation of CPA or any of the Product and/or services; or
 - f) contractual performance by either CPA or the Customer is delayed or prevented due to any Force Majeure Event exceeding ninety (90) days.

17. Effect of Termination

- 17.1 The termination of this Agreement for whatever reason shall not in any way affect the rights or remedies a party may have accrued prior to the termination taking effect and CPA's rights in the event of default (including the ongoing accrual of interest and the right to indemnity for costs) shall continue beyond any termination.

18. Non-Conforming Product

18.1 Were a product is supplied on the basis of a description or marking such as a “nonconforming”, “second”, “reject” or similar, no warranty or undertaking (express or implied) whatsoever is given by CPA. Notwithstanding the Conditions, CPA will not be liable in any way for performance or use of, or any defect in, such a product.

19. Trust and Trustees

19.1 Where the Customer is a Trustee:

- a) the Customer agrees to produce a stamped copy of the trust deed (with all amendments) if and when requested by CPA; and
- b) the Customer warrants that it has full power and authority to enter into each Contract on behalf of the trust and that it will be bound by each Contract both personally and as trustee, irrespective of whether or not it discloses to CPA that it is a trustee at the time of entering into any credit agreement with CPA.

20. Intellectual Property

20.1 The Customer acknowledges and agrees that all CPA's Intellectual Property and other information that CPA provides or makes available to the Customer remains the property of CPA.

21. Modern Slavery

21.1 The Customer warrants that it shall throughout the course of this Agreement:

- a) not engage in Modern Slavery
- b) comply with all laws, codes and standards, regulations, legal requirements, and direction relating to Modern Slavery; and
- c) notify CPA promptly upon becoming aware of any actual or anticipated complaint or allegation that the Customer has engaged in Modern Slavery or is charged with an offence in respect of Modern Slavery.

22. Jurisdiction

22.1 This Agreement shall be governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of or exercising jurisdiction in Queensland.

23. Privacy Collection Statement

23.1 The Customer acknowledges and agrees that CPA may collect personal information and credit information about the Customer and its directors, officers, partners and the guarantors (each relevant party). CPA's privacy policy is available online at www.concreteProductsaustralia.com.au/privacy-policy or upon request to CPA, form part of the Agreement.

23.2 In accordance with the Privacy Policy, the Customer agrees that CPA may use or disclose information to third parties for the purpose of providing the Products and/or services, providing information the Products and/or Services, sending information on CPA and its services, performing the CPA administrative and marketing operations, complying with legislative and regulatory requirements or as otherwise permitted or authorized by Law; considering any other application the Customer may make to CPA; managing CPA'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 with other organisations in relation to the promotion, administration and use of the CPA Products and/or Services; and developing and identifying Products and/or Services that may interest the Customer.

23.3 The Customer warrants to CPA that it has obtained the consent of each of the Relevant Parties to the collection, use and disclosure of their personal information and credit information by CPA in accordance with this clause 23 and the Privacy Policy.

23.4 Some parts of CPA's website may be hosted, or some data may be stored overseas for reasons of uniformity and convenience. All personal information derived from Australia will still be treated in accordance with CPA's privacy policy while being stored overseas.

24. General conditions

24.1 Any failure or delay by CPA to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing.

24.2 If anything in these Terms is unenforceable, illegal or void then it is severed, and the rest of these Terms remain in force.

24.3 Each party must bear its own costs and expenses arising out of and in connection with the negotiation, preparation and execution of these terms.

24.4 The Customer acknowledges that these Terms may change from time to time without notice to the Customer, but the Terms and any subsequent versions of the terms are available on CPA's website www.concreteProductsaustralia.com.au

24.5 The Customer must not deduct from any money due to CPA, any money due or payable or claimed to be due or payable from CPA to the Customer for a breach of these Terms.

24.6 Unless otherwise provided in these Terms, the parties must attempt in good faith to resolve any dispute within 14 days of notification of the dispute to the other party prior to commencing any legal action. If the parties cannot resolve the dispute within the 14-day time period, the parties are free to commence legal proceedings or take any action it considers appropriate.

24.7 Notices required to be given under these Terms may be given by delivering the notice to the party's registered address or email address (notified by the party to receive such notices).

24.8 These terms do not create any relationship of employment.