

# Protector AI Wintec Systems

## Window and Door Test Laboratory Application Form

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**NATA Accreditation Number: 14093**

**ISO 9001 Accreditation Number: FS 776900**



# 1. Introduction & Laboratory Capabilities

## 1.1 Welcome & Purpose

Thank you for considering ProtectorAI's Wintec Systems, a NATA accredited Window & Door Testing Laboratory, for your product testing requirements. Designed as a service to the industry, this testing facility aims to enhance window and door product design and performance through:

- NATA accredited testing
- Research and Development
- Project Performance Validation
- Design Improvement, Modification and Re-certification

## 1.2 Application Instructions

- 1.2.1 **Completion:** To make application for product testing, please ensure you read and complete the attached application form in full, and supply all required supporting documentation.
- 1.2.2 **Contact Window:** Upon completion and submission of this application, a representative from Wintec Systems will endeavour to contact you within 3 business days to assist in coordinating your testing requirements and confirming your proposed test booking date.
- 1.2.3 **Escalation:** If you have not heard from a Wintec Systems representative within 3 business days of submitting your application, please contact Wintec Systems on 1800 WINTEC SYSTEMS (1800 946 832) or via email at [testing@wintecsystems.com.au](mailto:testing@wintecsystems.com.au)
- 1.2.4 **Testing Unit Limit:** IMPORTANT: One application per Test Sample is required. Should you wish to test multiple samples, please complete and submit a separate application for each requested Test Sample.

## 1.3 Laboratory Logistics & Capabilities

<b>Facility Location:</b>	Protector Aluminium and Glass 114-116 Fred Chaplin Circuit, Corbould Park, QLD 4551	
<b>Contact Channels:</b>	Web:	<a href="http://www.wintecsystems.com.au">www.wintecsystems.com.au</a>
	Email:	<a href="mailto:testing@wintecsystems.com.au">testing@wintecsystems.com.au</a>
	Phone:	1800 WINTEC (1800 946 832)
<b>Operating Hours:</b>	Testing Activities:	8:30 am – 3:30 pm (AEST)
	Test Sample Deliveries:	7:00 am – 3:00 pm (AEST)
	Testing Days:	Monday to Friday, Excluding QLD Public Holidays
<b>Testing Rig Capabilities:</b>	Maximum Test Sample Size:	3500 mm High x 4700 mm Wide
	Maximum Test Pressure:	8,000 Pa (Subject to application)

## 1.4 Available Certified Test Reports & Methods

- 1.4.1 **Australian Standard AS2047-2014 – Windows and External Glazed Doors in Buildings.**
- Reports cover: Deflection, Operating Force, Air Infiltration, Water Penetration, and Ultimate Strength.
- 1.4.2 **Test Method Standard:** Australian Standard AS4420.1-2016 – Windows, External Glazed Timber and Composite Doors (Positive and Negative as applicable).

## 2. Definitions

Booking	An online booking made by the Customer to have the Customer's Product tested in the Facility on the Testing Date.
Customer	The Customer noted herein.
Facility	Protector Aluminium & Glass Pty Ltd - Wintec Systems Window & Door Testing Laboratory, 114-116 Fred Chaplin Circuit, Corbould Park, QLD 4551
Testing Date	The agreed date that the Test Sample will be tested in the Facility.
Test Report	The report containing the results of the Testing provided by us to you upon completion of the Testing.
Testing Service	The testing to Australian Standards of the Test Samples of the Customer's Product.
Customer's Product	The product the customer requires to be tested.
Testing Fee	The fee payable by the Customer to us for the Testing Service.
Test Samples	Samples of the Customer's Product to be tested in the Facility.

## 3. Testing Laboratory Terms and Conditions

### 3.1 Authorisation & Acknowledgement

By completing and submitting this Testing Application Form, you:

- 3.1.1 warrant that you are fully authorised on behalf of the Customer to make this application;
- 3.1.2 acknowledge and agree to be bound by the terms and conditions set out herein;
- 3.1.3 acknowledge and agree that whilst all dates, commitments and communications provided to you by us in respect of the Testing Service are made in good faith, we shall not be liable to you for any losses you suffer should we be unable to provide the Testing Service to you on the agreed Booking Date for reasons beyond our control such as, but not limited to, operational malfunctions or any other delays or impediments.

### 3.2 Privacy, Confidentiality & Media Restrictions

We respect your privacy and we ask that you respect ours. The Facility is located within our Sunshine Coast, Manufacturing Facility. Photography and Videography will be permitted by approved Customers, but restricted to the designated testing area and testing activities, of your Test Samples. Any failure to comply with these requirements may result in your Testing Service being terminated, you being asked to vacate the premises and your Testing Fee being forfeited. All correspondence, Testing results and records will be treated with the strictest of confidentiality and will be sent to your email address provided by you in this Application. Refer to Appendix A for the details of our ProtectorAI Privacy Policy.

### 3.3 Site Safety, Restrictions & Inductions

Health and Safety is of the utmost importance to us, our team and approved guests visiting our operations. Visitor numbers will be restricted (to ensure adequate supervision and safety) to 4 persons, per customer, per test. Our Site Safety Induction for the Facility will be emailed on confirmation of the Testing Date and must be completed and accepted by all approved guests prior to attendance for Testing. All approved visitors / guests agree to follow instructions from our Team Members at all times and to strictly adhere to these policies and procedures. Any failure to comply with these requirements may result in your Testing Service being terminated, you being asked to vacate the premises and your Testing Fee being forfeited.

### 3.4 Technical Drawing Protocols

In order to complete and submit this application, you will be asked to upload a complete set of PDF working drawings, specific to the Testing Sample you are providing. A Testing Date will not be agreed upon until this application, including

such drawings, is completed in full and to the satisfaction of our Testing team. Refer to Appendix B for Test Sample Working Drawing Requirements.

### **3.5 Lead Times & Booking Adjustments**

A minimum of 20 business days is required for proposed Testing Dates from date of our acceptance of this application. For any priority service requests, please complete and submit this application in full, before contacting us to make request. Please note priority service is subject to availability, and an additional fee may apply. The Facility is subject to availability and lead times for testing may change at any time. Upon receipt of your completed application and drawings, we will review and if accepted, (in our sole discretion) a Testing Date should be confirmed to you within approximately 3 business days. If we have not been in contact with you within 3 Business days from the date of submission of this application, please contact ProtectorAI / Wintec Systems via [testing@wintecsystems.com.au](mailto:testing@wintecsystems.com.au) / Ph: 1800 946 832 (1800 WINTEC).

### **3.6 Invoicing, Credit Terms & Commercial Conditions**

No credit terms will be provided for Testing Services. Refer to Appendix C for our Testing Laboratory Fees Schedule for further details and payment terms and conditions. For non-existing and approved Protector Aluminium and Glass Commercial Trading Account Holders, payment of the first days' Testing Fee will be invoiced upon acceptance of this application and assignment of Testing Date. If payment is not received within 7 days from the date of this invoice, your application may be cancelled, your Testing Samples declined for acceptance of delivery and your agreed Testing Date cancelled. ProtectorAI Terms and Conditions of Sale apply, refer to Appendix D.

### **3.7 Test Sample Construction Validation**

Test Samples must be delivered 7-10 Business Days prior to the Testing Date to ensure they have been constructed in accordance with testing requirements. Refer to Appendix E for Test Rig Sample Construction Requirements. Test Samples not constructed correctly may result in delays to your Testing Date and or Testing Date cancellation and or Forfeiture of Testing Fee.

### **3.8 Logistics, Handling Weights & Damage Indemnity**

Test Samples must be packaged and delivered in order to ensure safe unloading and site transit. Strict weights apply to hand unload test samples. Products that fall outside of hand unload safe handling weights, must be packaged in a manner suitable for safe site forklift unloading and transit. Details of the Test Sample Loading and Transport Requirements can be found in Appendix F. Failure to follow these guidelines may result in your delivery being declined, delays to your Testing Date and or Testing Date cancellation and or Forfeiture of your Testing Fee. Whilst we will take reasonable care not to damage your Test Samples whilst on our premises, we accept no liability for any damage caused to your Test Samples howsoever caused and you unconditionally and irrevocably release and indemnify us from liability for such damage. Getting your Test Samples to us on time and in the condition required is your sole responsibility. Should your Test sample be delivered late, damaged or not in the condition required for Testing, there may be delays to your Testing Date and or Testing Date cancellation and or Forfeiture of Testing Fee. We shall provide confirmation of acceptance of your Test Sample within 3 business days from date of receipt. All packing, crating, freighting, insurance and other costs incurred in the delivery of the Test Sample to the Facility, including unpacking and reassembly, where necessary, will be borne by you. Similarly, where the Test Sample is to be returned, all arrangements and costs are your responsibility.

### **3.9 Storage & Sample Disposal Policy**

Should you opt for your Test Sample not to be returned to you after testing, or fail to collect the Test Sample within 7 business days following the conclusion of the Testing, a Customer Test Sample disposal fee will apply. See Appendix C for our Testing Laboratory Fees Schedule.

### **3.10 Inherent Risks of Testing & Report Release Limits**

Testing of your Test Sample involves inherent certainty that the Test Sample will be damaged. You accept this risk and unconditionally and irrevocably release and indemnify us from liability for such damage. The results and conclusions provided by us to you after Testing, including but not limited to Test Reports are provided by us to you in good faith however, we accept no liability, consequential or otherwise, for loss or damage caused or contributed to by the use or application of such information by you or others. To the extent permitted by law, you unconditionally release and indemnify us from and in respect of such liability. No extracts or abridgements of such information may be issued by you or printed without prior written authority by us. Upon completion of Testing, if you have selected the Test Report, such report may take up to 7-10 business days following Testing completion and payment of the Test Report Fee being received for non-approved Protector Aluminium and Glass Pty Ltd Commercial Credit Account holders.

## 4. Customer Safety Policy

### 4.1 Site Environment and General Risks

The Wintec Systems Testing Facility is located within and directly adjacent to Protector Aluminium and Glass's active manufacturing and warehousing environment. Visitors may be exposed to hazards commonly associated with industrial workplaces, including but not limited to:

- mobile plant and forklifts
- heavy vehicles and delivery traffic
- suspended loads
- noise from manufacturing and testing activities
- slips, wet floors and trip hazards
- manual handling risks
- large, heavy and fragile glazed products
- stored energy associated with pressurised testing systems

These hazards may exist even when visitors are not directly involved in testing activities.

### 4.2 Pre Arrival Safety Requirements

All visitors attending the Wintec Systems Testing Facility must, prior to arrival:

- be nominated by the Customer as authorised attendees; and
- complete and electronically accept the Wintec Systems Testing Site Safety Induction

The Customer confirms that all attending personnel will complete the required induction. Protector Aluminium and Glass / Wintec Systems will rely on this confirmation and reserves the right to refuse site access to any person who has not completed the induction.

### 4.3 Fitness for Duty

All visitors must be fit for duty while on site. Persons affected by alcohol, illegal drugs, prescription medication that may impair judgement, or cause fatigue are not permitted to attend or remain on site. Protector Aluminium and Glass reserve the right to refuse entry or direct any person to leave the site where fitness for duty is in doubt.

### 4.4 Arrival, Sign in and Site Access

On the day of testing, all visitors must:

- park in the designated visitor parking area (shown in attached map) and report to reception upon arrival;
- complete the digital site sign in process;
- receive and wear a visitor identification badge and high visibility vest
- relocate in vehicles to the designated Wintec Systems Testing visitor parking area; and
- follow all instructions issued by Protector Aluminium and/or Wintec Systems personnel.

Visitor identification and high visibility PPE must be worn at all times while on premises.

### 4.5 Testing and Site Operating Hours

Testing is conducted during the following hours:

- Testing hours: 8:30 am – 3:30 pm (business days)
- Site closing time: 4:00 pm

Visitors must arrive with sufficient time to complete sign in and safety briefings prior to testing commencement and must depart the site prior to closing time, unless otherwise approved by Protector Aluminium and/or Wintec Systems. Protector

Aluminium and Glass / Wintec Systems reserve the right to suspend or discontinue testing that cannot be safely completed within the designated testing hours.

#### 4.6 Designated Areas, Parking and Movement

Visitors are authorised to remain only within designated customer and testing areas. Visitors must:

- park only in designated Wintec Systems customer parking spaces;
- use sign-posted routes and marked pedestrian paths where available; and
- remain within approved areas at all times.

Visitors are not authorised to enter: manufacturing areas; warehousing or storage areas; plant rooms; or areas containing other customer products. Visitors may leave the designated Wintec Systems testing area only to access site amenities (such as bathrooms) or to enter/exit the site via reception and must return directly without deviation.

#### 4.7 Reporting to the Testing Area and Daily Briefing

Upon entering the designated testing area, all visitors must:

- report directly to the nominated Wintec Systems Test Operator; and
- participate in a site-specific safety briefing prior to any preparation, assembly or testing activities commencing.

#### 4.8 Exclusion Zones and Pressurised Testing (Critical Rule)

Structural testing involves the application of air and water pressure, creating stored energy within test specimens. No person is permitted within the designated testing exclusion zone while any test specimen is pressurised, including during: deflection testing, air infiltration testing, and ultimate strength testing. Entry into the testing area is permitted only after full depressurisation and when authorised by Wintec Systems personnel. These controls are mandatory and non-negotiable. Safe viewing areas for customers are available while these tests are being undertaken.

#### 4.9 Assembly of Test Samples

Where Test Samples require assembly or preparation on site: Assembly is considered construction and/or fabrication activity. The Customer must declare who will undertake assembly activities. The Customer must confirm, and if requested provide evidence, that personnel performing assembly are competent to safely carry out the task. Protector Aluminium and Glass / Wintec Systems may, at its discretion: require supervision by ProtectorAI / Wintec personnel (charged at applicable hourly rates); suspend or stop assembly activities; or decline testing where assembly activities present unacceptable risk. The Customer retains full responsibility for the safety of their personnel during assembly and preparation works.

#### 4.10 Tools, Equipment and Powered Machinery

Where assembly is permitted: Protector Aluminium and Glass / Wintec Systems may provide basic hand tools only, such as non-powered hand tools or battery-operated drills. Visitors are not permitted to bring their own tools onto site unless expressly approved. Under no circumstances are visitors permitted to use or operate powered plant or equipment, including but not limited to: drop saws, bench, panel or mitre saws, grinders, welders, fixed workshop machinery, or forklifts, cranes or lifting devices. Only authorised Protector Aluminium and Glass / Wintec Systems personnel may operate powered tools, plant or equipment. Any breach of this requirement will result in immediate cessation of activities, removal from site and forfeiture of testing fees paid.

#### 4.11 First Aid Arrangements

Protector Aluminium and Glass / Wintec Systems has designated trained first aiders and first aid kits available on site. In the event of an injury or medical issue: visitors must immediately notify a Protector Aluminium and Glass / Wintec Systems team member; and first aid will be administered only by designated trained first aiders. Visitors must not attempt to administer first aid unless authorised and appropriately trained.

#### 4.12 Emergency Response and Evacuation

Protector Aluminium and Glass / Wintec Systems has emergency response procedures in place for the site. In the event of an emergency, all visitors must: stop work immediately; follow instructions issued by Protector Aluminium and Glass / Wintec Systems personnel; and evacuate promptly if directed. The designated evacuation assembly point is shown on the

event of an injury or medical issue: visitors must immediately notify a Protector Aluminium and Glass / Wintec Systems team member; and first aid will be administered only by designated trained first aiders. Visitors must not attempt to administer first aid unless authorised and appropriately trained.

#### 4.12 Emergency Response and Evacuation

Protector Aluminium and Glass / Wintec Systems has emergency response procedures in place for the site. In the event of an emergency, all visitors must: stop work immediately; follow instructions issued by Protector Aluminium and Glass / Wintec Systems personnel; and evacuate promptly if directed. The designated evacuation assembly point is shown on the site map provided. Visitors must not re-enter the site until instructed that it is safe to do so.

#### 4.13 Stop Work Authority

Protector Aluminium and Glass / Wintec Systems personnel and visitors have the authority to immediately stop work or testing if an unsafe condition or behaviour is identified. Any safety concern must be reported immediately to a Protector Aluminium and Glass / Wintec Systems team member. Testing activities will not resume until the matter has been assessed and controls are confirmed.

#### 4.14 Compliance and Enforcement

All visitors must comply with these safety requirements, site rules, signage and instructions issued by Protector Aluminium and Glass / Wintec Systems personnel at all times. Failure to comply may result in: suspension or cancellation of testing; removal of visitors from site; and forfeiture of testing fees.

## 5. Customer Details

CUSTOMER DETAILS	
Customer Name	
Customer ABN	
Existing Protector Aluminium and Glass Pty Ltd Credit Account?	YES NO
Customer Address	
CONTACT PERSON FOR TESTING ARRANGEMENTS AND REPORTS	
Contact Name	
Position	
Email	
Phone	
CONTACT PERSON FOR INVOICING / PAYABLES	
Contact Name	
Position	
Email	
Phone	

## 6. Customer Test Sample Details

Customer Drawing Reference number/s											
Customer Drawing Title/s											
Window/Door Type	<table> <tr> <td>Sliding Window</td> <td>Louvre Window</td> </tr> <tr> <td>Sliding Door</td> <td>Double Hung Window</td> </tr> <tr> <td>Awning Window</td> <td>Fixed Glass Window</td> </tr> <tr> <td>Casement Window</td> <td>Hinged Door</td> </tr> <tr> <td>Bi-Fold Door</td> <td>Other:</td> </tr> </table>	Sliding Window	Louvre Window	Sliding Door	Double Hung Window	Awning Window	Fixed Glass Window	Casement Window	Hinged Door	Bi-Fold Door	Other:
Sliding Window	Louvre Window										
Sliding Door	Double Hung Window										
Awning Window	Fixed Glass Window										
Casement Window	Hinged Door										
Bi-Fold Door	Other:										
Sample Configuration											
Sample Frame Height (mm)											
Sample Frame Width (mm)											
Glass Type and Thickness (mm)											
Overall Test Sample Weight (Kg)											
Delivery Unit(s)	<p>Single Fully Assembled Unit</p> <p>Segments (quantity and weight per segment):</p>										

## 7. Customer Test Sample Specifications / Requirements

<b>Test Type</b>	Research and Development (no test report provided)  <b>OR</b>  NATA Accredited Test Report (example attached)	
<b>Test Standard</b>	AS2047:2014	
<b>N Rating</b>	1 2 3 4 5 6	
<b>C Rating</b>	1 2 3 4	
<b>Other Residential/ Commercial</b>	Deflection (SLS Pressure)  Air Infiltration  Water Penetration Resistance  Ultimate Strength (ULS Pressure)	

*By signing below, the applicant confirms they have read, understood, and agreed to all fixed legal stipulations, invoicing provisions, lead times, logistics parameters, and site safety frameworks detailed in this document.*

<b>Authorised Customer Representative Signature</b>	
<b>Printed Name</b>	
<b>Company Title</b>	
<b>Date of Execution</b>	

# Appendix A

## ProtectorAI Privacy Policy

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### INTRODUCTION

Privacy matters to us and we know it matters to you. We are committed to protecting your privacy, keeping your information safe and ensuring the security of your data.

This Privacy Policy sets out the way we collect, use, disclose and manage personal information. It extends to both our control and processing of personal information. It also incorporates our Credit Reporting Policy which lets you know how we use any credit related information we might collect.

By using the Website, buying our products or services or entering into an agreement with us in relation to the Website, our products or our services, you are taken to have read, and agreed to the collection, use, disclosure and handling of your personal information in accordance with this Privacy Policy.

This current policy came into effect on 1 September 2021. We may modify this Privacy Policy at any time. You should review this Privacy Policy periodically so that you are updated on any changes, as we will post any updates on our Website. Any changes to this Privacy Policy for users of our Website which are not customers become effective immediately upon being published online and for our customers become effective on the date nominated by us which must not be less than 30 days after we give you notice of same in writing.

### DEFINITIONS

The following definitions apply to this Privacy Policy:

- (i) "Credit Information" includes without limitation any of the following:
  - (a) identification information (such as your name, address, date of birth and/or employer)
  - (b) details about information requests made about you to credit reporting bodies
  - (c) current and historical details about credit applications you have made and credit arrangements you have entered into
  - (d) information about overdue payments, default listings, serious credit infringements, payments made on overdue payments or subsequent arrangements in relation to either of these
  - (e) various publicly available information like bankruptcy, insolvency and credit-related court judgments
  - (f) credit scores or risk assessments indicating an assessment of your credit worthiness
  - (g) consumer credit accounts you hold with other credit providers
- (ii) "Website" means protectoraluminium.com.au.
- (i) "We", "Us" and "Our" means ProtectorAI Pty Ltd A.C.N 088 343 275.

## INFORMATION WE COLLECT ABOUT YOU

The types of information we collect depends on how you use our products and services as well as the relationship we have with you as a customer.

This can include basic information like your name, date of birth, gender, personal interests, contact details (including address, email address, phone number or mobile telephone number) occupation, driver's licence or passport number, username or password, other information you provide to us and financial information (such as credit card or bank account numbers).

If you access our Website through a social network site or login to our Website using your social network credentials such as Facebook, we will collect limited information provided to us by that social network site, such as user name, site ID, profile photo and email address.

If you submit personal information to us in relation to an employment opportunity, we may also collect information about your employment and academic history.

We may also collect non-personal information about you including, but not limited to, data relating to your activities on the Website (including IP addresses) via tracking technologies such as cookies, web beacons and measurement software or data relating to survey responses.

You acknowledge that the personal information you provide us and which we collect from you, is your own information or information which you have been authorised to provide to us.

We may also collect more in-depth information including:

**Financial and Credit Information** related to your financial relationship with us, such as your income details, payment history, your credit history and your service history. For more details, see the section on Credit Reporting below.

**Information about how you use our Website such as:**

- How you use our Website;
- Your location or the location of your devices when you are using our Website;
- Information that allows us to identify you for verification purposes including, when you have given us permission to do so, biometric information like your fingerprints and voice patterns.

Sensitive information includes information about a person's race, ethnic origin, political opinions, health, religious or philosophical beliefs and criminal history. We may collect some forms of sensitive information. We are subject to strict requirements in relation to sensitive information including to only collect and use sensitive information with consent or otherwise in accordance with applicable law such as the Commonwealth Privacy Act 1988.

You might also need to provide personal information about other individuals to use (e.g. about your authorised representative). If so, we rely on you to have informed those individuals that you are giving their personal information to us and to have advised them about this statement.

It is important to be aware that if you access another party's website or application using one of our products, that other party will deal with your personal information in accordance with its own privacy policy.

## HOW WE COLLECT YOUR PERSONAL INFORMATION

There are several ways that we can collect your information, including but not limited to:

1. **You give it to us** when you or your representative interacts with either us, or one of our trusted partners. This might happen when you are:
  - (a) Registering to use the Website or parts of it through an account,
  - (b) Using our Website.
  - (c) Logging in to use our Website via your social networking site account;

- (d) Subscribing to receive alerts, e-brochures or updates;
  - (e) Completion of any forms, applications, surveys, research;
  - (f) Participating in promotions;
  - (g) Contacting us for any reason including, but not limited to reporting a problem with the Website, requesting further services or seeking our assistance;
  - (h) Emailing us or calling us for any reason, including without limitation to engage us to provide you with products or services;
  - (i) Purchasing any products or services from us; and
  - (j) Using any credit provided by us in connection with our products and services.
2. **We collect information** when you use our Website and services including calling us and any online services and queries. For example, we may use cookies, web beacons and other technologies to identify your unique web browser. If you do not want information collected through the use of cookies, web beacons or measurement software, you may be able to delete or reject cookies or some of the measurement software features through your browser or the settings section of your device. Disabling these functions may cause some of the functions on the Website to not work properly.
3. **We obtain information from outside sources** like credit reports, marketing mailing lists, and public information, (including public posts to social networking sites and our Website) and commercially available personal, identity, geographic and demographic information. This can also include information gained from our partners if you have interacted with them. These partners include our business and commercial partners, identity and fraud checking services, credit reporting bodies and wholesale and other customers.

We understand that you might not want to give us particular personal information. If so, that may mean we are not able to provide you with the products or services you need.

## HOW WE KEEP YOUR INFORMATION

We strive to ensure the security, integrity and privacy of personal information we collect. We have established safeguards and use reasonable security measures to protect your personal information from unauthorised access, modification and disclosure. Our employees, contractors, agents and service providers who provide services related to our computer systems and Website, are obliged to respect the confidentiality of any personal information held by us. We review and update our security measures in accordance with industry standards. Unfortunately, no data transmission over the internet can be guaranteed to be totally secure.

We may store your information in hard copy or electronic format and keep it in storage facilities that we own and operate ourselves, or that are owned and operated by our service providers.

We endeavour to ensure that personal information is kept as current as possible and that irrelevant or excessive data is deleted or made anonymous as soon as reasonably practicable. However, some personal information may be retained for varying time periods in order to comply with legal and regulatory obligations and for other legitimate business reasons.

## HOW WE USE YOUR PERSONAL INFORMATION

We use the personal information we have collected largely for the purpose of providing you with products and services that you have requested, responding to your inquiries, creating and maintaining your account and ensuring you comply and adhere to any terms of use applicable to the Website.

We will only use your information if we have a lawful reason to do so such as when it's our legal duty or we have your consent and when it's in our legitimate interest to do so. These include, but are not limited to:

### Administration

- To help us properly manage our Website (to ensure that content from the Website is presented in the most effective manner) and the products and services we provide to you and to maintain and update our records. For example, we

need to be able to verify your identity to detect, prevent and address fraud. We also use your information for charging and billing (if applicable) and to identify breaches of any terms and conditions applicable to the products and services we are providing to you.

- We may combine your personal information with information that the Website has collected from its service providers, third parties, cookies or web beacons in order to provide you with a better or more relevant and personalised experience and to improve the quality of our Website, products and services. For example, we may combine behavioural data we have collected about you through the use of cookies or web beacons and combine it with your personal information from requests you send to third parties through the Website.
- Personalise and customise your service, experience, advertising and content that you view and engage with on the Website.
- Verify your identity when you register or log in to our Website.
- Remind you of your password and username for your login to our Website.
- Allow you to participate in any interactive features of the Website.
- Assess your application for credit for any services and products provided by us.
- Notify you of changes to our Website, products or services provided by us.
- Disclosing information to debt collection agencies to recover any amounts you owe us.

## Communication

We need to be able to communicate with you in order to provide you with our products and services, and to respond to you. We might do this on mediums such as email, SMS, social media, and our Website.

## Development and analysis

It's important we understand your information needs. One of the ways we do this through using analysis and business intelligence techniques. This gives us high level insights into things like usage patterns, demographic trends and other types of behavioural data. In many cases this information is aggregated and de-identified when analysed. We may share these anonymized insights with select business and commercial partners. In some cases, we may create insights with your information on an identified basis but would only do so in compliance with privacy laws (such as, with your consent).

## Direct Marketing

We want to make sure that you know about all our products, services and special offers that are relevant and are of interest to you. We may use the information we hold to market and promote them directly to you. This also may include products, services and offers provided by our trusted partners. In some cases, this marketing activity can continue after you have stopped using our products or services, unless you opt-out. You can stop us using your information for direct marketing by updating your preferences by logging into your account or by calling us on the contact details at the end of this Policy.

## Compliance

There are a number of circumstances where we are required or authorised by laws to collect, use or disclose information. These include:

- As required or authorised by legislation
- As required by or in accordance with any industry code or industry standard
- When we need to undertake identity checks for any services and products we provide

## Improvement

We are constantly working to not only maintain and improve our products, services and processes but to develop new ones. We use information we hold to help us do this in a number of ways. For example, to monitor Website use, quality and performance, and to operate, maintain, develop, test and upgrade our systems and infrastructure. We may also combine information from one

service with formation from one of our partner's services to improve our credit assessment and debt recovery processes. We may also contact you to conduct surveys, research and feedback about our Website, products and/or services.

## DISCLOSURE OF YOUR INFORMATION

We may disclose your information with other parties who provide services to us, including organisations, agents, partners and contractors that assist us with providing our business processes, products, services and Website. These services include:

- Providing, managing or administering our Website
- Mailing operations, billing and debt-recovery functions
- Information technology
- To develop our credit assessment and credit worthiness rating system
- Fraud, crime or misconduct identification, investigation and prevention services
- Market research, marketing, telemarketing and door-knocking services
- Development, analysis and business intelligence functions.

We may also disclose your information to:

- Your authorised representatives or advisers
- Other parties such as real estate agents, builders, landlords, financiers, brokers or any other persons when you ask us to do so
- Other parties when you consent to that disclosure for the purposes of fraud, crime or misconduct identification, investigation and prevention services
- Credit-reporting bodies (for more information see the Credit Reporting section below) for identity checking and credit related purposes such as credit worthiness, credit rating, default listing, credit provision and financing. These include:

**Equifax**

Telephone: 13 83 32

Address: Equifax, Customer Resolutions Team, PO Box 964 North Sydney NSW 2059

Online: [www.mycreditfile.com.au](http://www.mycreditfile.com.au)

**Illion Australia**

Telephone: 1300 734 806

Email: [PACAustral@illion.com.au](mailto:PACAustral@illion.com.au)

Online: [www.illion.com.au](http://www.illion.com.au)

**Experian Australia Credit Services Pty Ltd**

Telephone: 1300 783 684

Email: [creditreport@au.experian.com](mailto:creditreport@au.experian.com)

Online: [www.experian.com.au](http://www.experian.com.au)

- Our related entities or our business or commercial partners and other businesses we work with.
- Parties that assist us with fraud and identity checking including financial institutions and the Government's National Document Verification Service, to verify the validity of any Government issued documentation you provide as proof of identity i.e.: to check a Drivers Licence, Medicare, Passport etc.
- Law enforcement and national security agencies, and other government and regulatory authorities as required or authorized by law
- Other parties who assist us in managing or developing our business and corporate strategies and functions, including our corporate risk or funding functions

- Financiers, investors or other participants and parties (such as service providers and ratings agencies) and advisers involved in any sale of our debts, securitization or other financing arrangement (for example, a sale of amounts payable to you to us)
- Other parties as required by or in accordance with any industry code or industry standard
- Government agencies as required
- And for the purpose of facilitating or implementing a transfer/sale of all or part of our assets or business.

In some cases, the organisations that we may disclose your information to may be based outside the location where the information is collected, including outside Australia.

Where we do this, we require these parties to take appropriate measures to protect that information and to restrict how they can use that information.

## CREDIT REPORTING

If you apply to us for credit, we may disclose your personal information and Credit Information to:

- credit reporting bodies (for the purpose of obtaining credit reporting information about you and other permitted purposes – see our Credit Reporting Policy below for more details); and
- other credit providers, existing or previous suppliers of goods or services, your bank and certain other businesses for the purposes of assessing your application;

Credit Information relates primarily to your dealings with other credit providers (for example banks, other financial institutions, or other organisations that may provide you with credit in connection with their products or services). It may also include certain credit worthiness information that we derive from the data that we receive from a credit reporting body.

Sometimes we may collect this information about you from other credit providers.

We may disclose your Credit Information to credit reporting bodies. They in turn may include it in credit reporting information they provide to other credit providers to assist them to assess your credit worthiness.

We may use or disclose your Credit Information for purposes such as:

- developing our credit assessment and credit worthiness rating system
- processing credit-related applications and managing credit that we provide
- assisting you to avoid defaults
- collecting amounts, you may owe us in relation to such credit and dealing with serious credit infringements
- assigning our debts or acting in connection with any securitisation or other financing arrangement
- participating in the credit reporting system
- dealing with complaints or regulatory matters relating to credit or credit reporting
- when required or authorised by another law
- those purposes under the “How we use your personal information” and “Disclosure of your information” sections above, except in relation to information we collect from credit reporting bodies.

## HOW YOU CAN ACCESS OR CORRECT YOUR PERSONAL INFORMATION

It's important that you make sure the personal information we hold about you is accurate, up-to- date and complete. If for any reason your details change or you discover the information held about you is incorrect, you can update them by contacting us using the contact details at the end of this policy.

You also have the right to request a copy of your information that we hold about you, subject to exceptions provided for by law. There is no charge to submit a request or to correct information, however we may apply an administrative charge for providing access to your personal information on request. To make this request please contact us on the details at the end of this policy.

## APPLICATIONS, WIDGETS OR LINKS TO OTHER WEBSITES

We provide links to websites outside of the Website. We also allow some third parties to display widgets and applications on our Website that allow you to interact and share content including social media buttons such as Facebook share and like, Twitter, Pinterest and Google+. These linked sites, applications and widgets are not under our control, and we cannot accept responsibility for the conduct of companies linked to the Website, or their collection of information through these third party applications or widgets. Before disclosing your personal information on any other website, or using these applications or widgets we advise you to examine the terms and conditions of using that website and the relevant third party's data collection practices and controls in their privacy policy.

## PRIVACY COMPLAINT

We are committed to providing you with a fair and responsible system for handling of complaints.

You can use our contact details to notify us of any privacy concerns, complaints or questions in relation to your privacy or the operation of our Website.

If your complaint is in relation to a credit reporting issue, we may need to consult with a credit reporting body or another credit provider to investigate your complaint.

While we hope that we will be able to resolve any complaints you may have without needing to involve third parties, you may also be able to lodge a complaint with a relevant regulator such as the Australian Information Commissioner at [www.privacy.gov.au](http://www.privacy.gov.au).

## CONTACT US

If you have any questions in relation to this Privacy Policy, our management of your information or you would like a copy of this statement sent to you, please call us on 07 5476 5022 or email us at [sales@protectoraluminium.com.au](mailto:sales@protectoraluminium.com.au).

## Appendix B

# Test Sample Working Drawing Requirements

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### Drawing Checklist

**Customer Test Sample Technical drawings and any other relevant information must be provided with this application.**

These documents must include the following:

- Assembly drawings showing elevations and sections of customer test sample.
- Details uniquely identifying all parts comprising the customer test sample, including all weather-seals, gaskets, joint sealants and hardware.
- Details of support fixing of the customer test sample.
- Details of drainage including drainage hole dimensions, spacing and location.
- Glazing materials, including glass type and thickness.
- Drawing must include a statement certifying that these documents accurately represent the customer test sample in all respects.
- Date the document was generated.

Accredited for compliance with ISO/IEC 17025.  
 The results of the tests included in this document are traceable to Australian standards.  
 This document may not be reproduced except in full.

THIS DRAWING HAS BEEN CERTIFIED BY THE CLIENT AS ACCURATELY DEPICTING THE SAMPLE SUBMITTED FOR MECHANICAL TESTING BY WINTEC ALUMINIUM. THE ORIGINAL CERTIFICATE IS ON FILE.

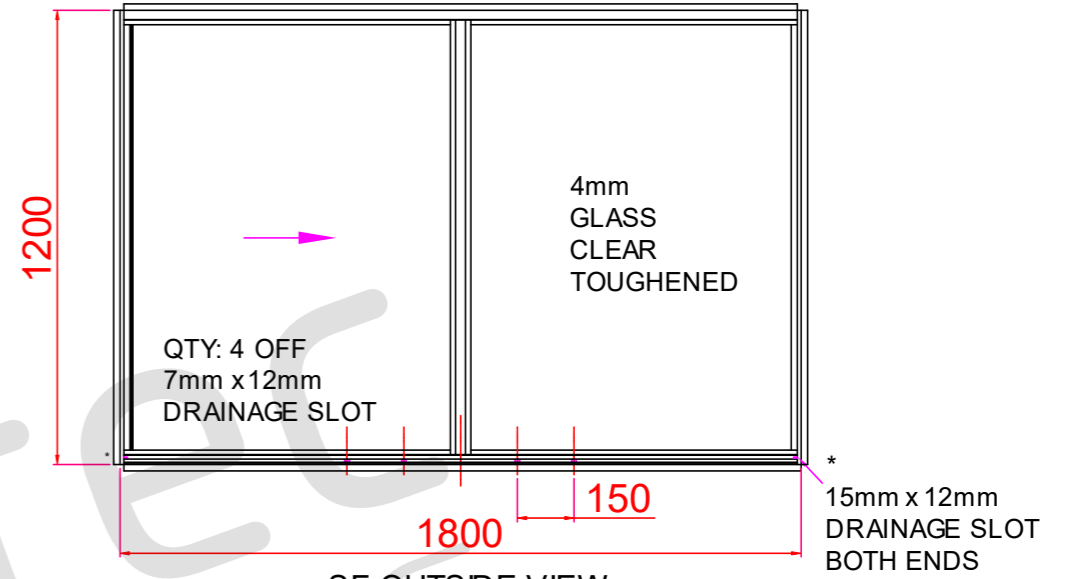
TEST NUMBER	0176
TESTING OFFICER	

MUST HAVE NAME ABOVE

**\*NOTE: DRAINAGE**

WASW001 : - DRAIN HOLE  
 15mm WIDE x 12mm LONG CUT BOTH ENDS

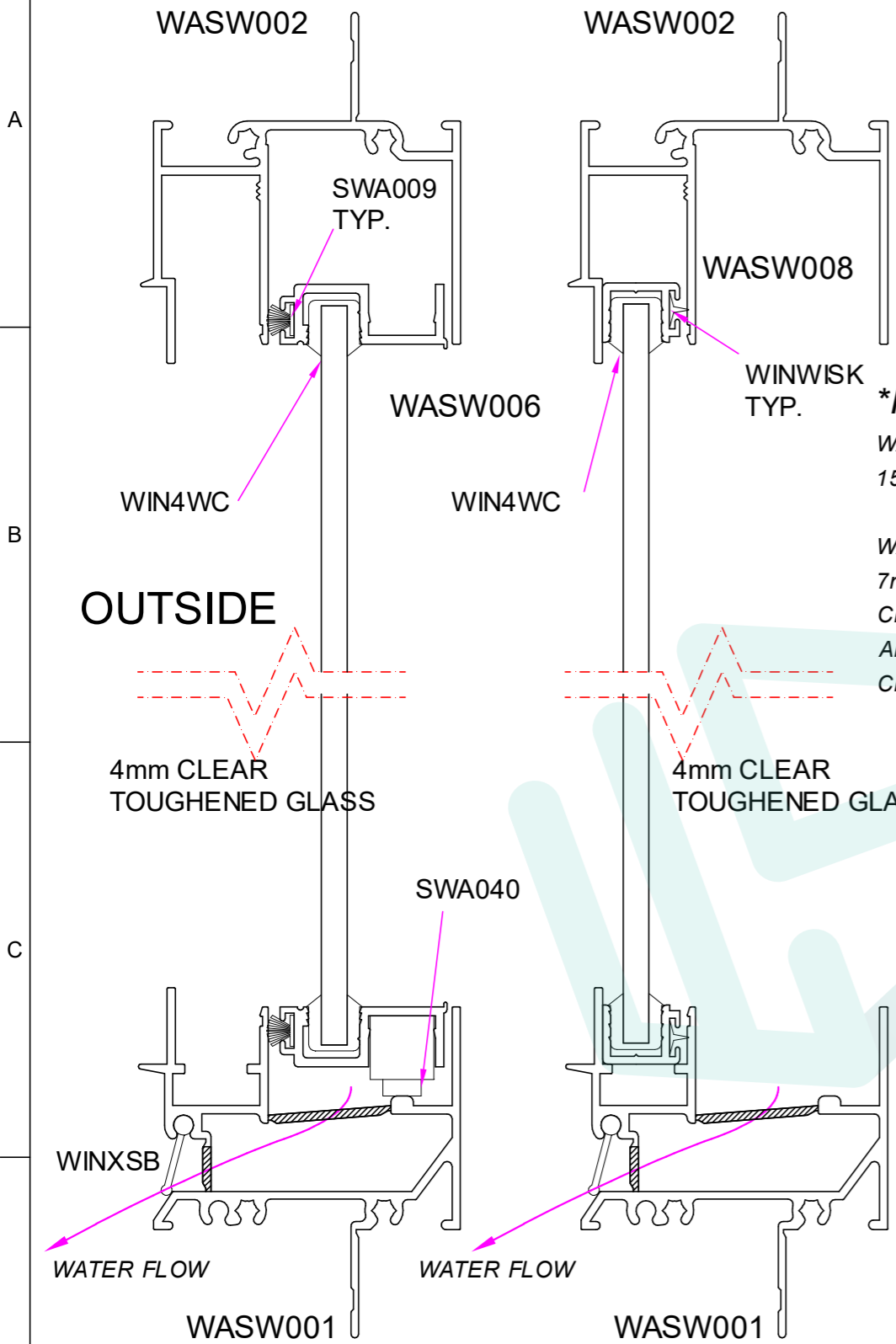
WASW001: - FIRST OUTSIDE DRAIN HOLE  
 7mm HIGH x 12mm WIDE LOCATED AT CENTRE OF SILL & ADDITIONAL HOLES APPROX. 150mm CENTRE, EITHER SIDE OF CENTRE



SF OUTSIDE VIEW  
 SCALE: 1:20

VERTICAL SECTION THROUGH SLIDING SASH

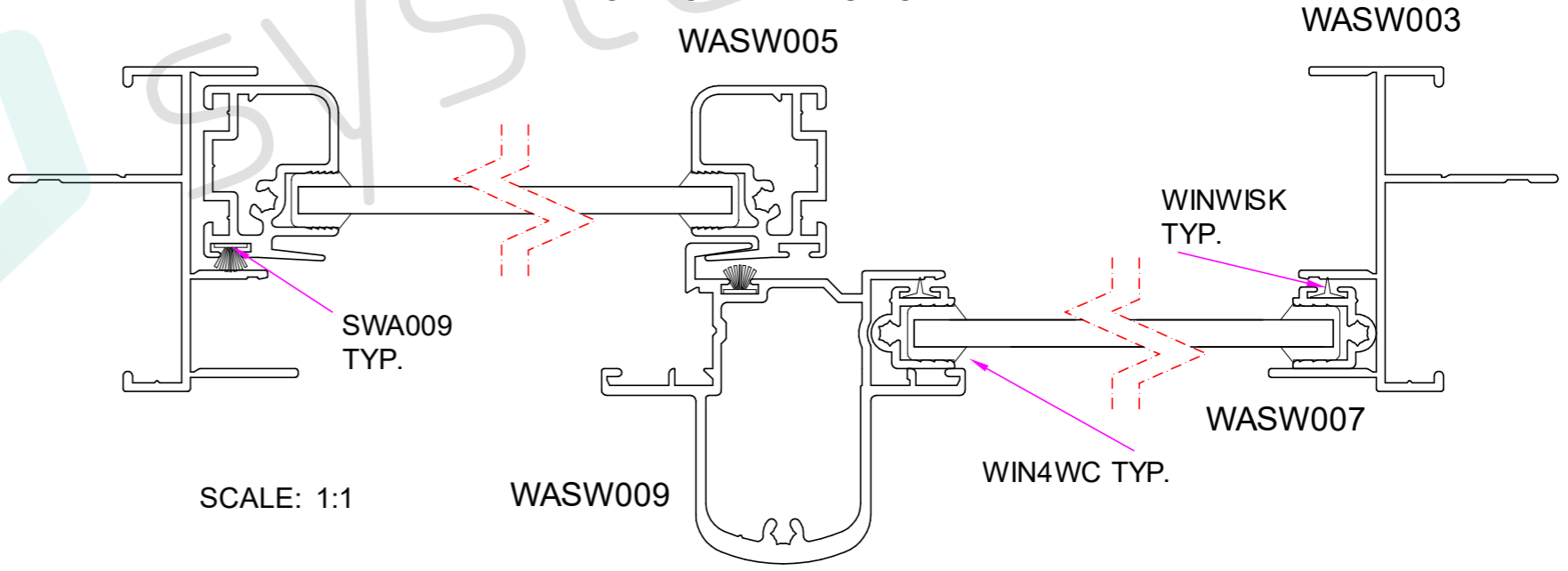
VERTICAL SECTION THROUGH FIXED SASH



OUTSIDE

SCALE: 1:1

HORIZONTAL SECTION



SCALE: 1:1

OUTSIDE

MUST HAVE NAME, DATE & SIGNATURE BELOW

ACKNOWLEDGEMENTS ALL DIMENSIONS IN mm, UNLESS OTHERWISE STATED LINEAR AND ANGULAR TOLERANCES AS SPECIFIED	WINTEC SYSTEMS		A3
	DWG: CWT0176	VALIDITY TEST No. 0176 48mm SF SLIDING WINDOW	
	DATE: 17.12.25	DSG.: WINTEAM      DRN.: CRW	
	SCALE 1:1, 1:20	SHEET: 1 OF 1	

## Appendix C

# Testing Laboratory Fees Schedule

Test Service Description	Price AUD (Excluding GST)
Test Rig Hire + Technician for AS2047 testing	\$2,560 / Day (Up to 7 hrs Allowed)
Preparation and issue of test report (AS2047)	\$520 / Per Test Report
Development Testing Test Rig Hire + Technician	\$2,560 / Day (Up to 7 hrs Allowed)
Additional Hourly Rate + Technician should testing period exceed 7 hrs	\$400 / Hour
Assembly Time / With Supervisor / Hand tools / Area	\$200 / Hour
Disposal of Customer completed test sample fee (Failure to collect within 5-7 business days &/or by mutual agreement)	\$500 / Test Sample

## Appendix D

# ProtectorAI Terms and Conditions of Sale

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These general terms and conditions apply to sales of all Product and Services supplied by the Seller and all Estimates, Quotations, Sales Orders and Tax Invoices made by the Seller for Product and Services as defined in clause 1.1 herein. This Document is subject to change from time to time and the Customer must read the version of this Document as provided with each Estimate, Quote, Sales Order or Tax Invoice issued by the Seller. The Seller is not obliged to advise of any amendments made to this document and the Customer acknowledges when the Seller provides this document it will be the current version existing at the time of provision.

## 1. Definitions and Interpretation

### 1.1 Definitions

In these terms and conditions unless expressly stated otherwise:

“**Applicant**” means the Person as detailed on the Application for Credit (if any) that is submitted to the Seller by or on behalf of the Customer.

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

“**Assumptions**” means anything detailed in clause 38 and includes the Standard Assumptions.

“**BA**” means the Building Act 1975 and any associated regulations.

“**Customer**” means:

- (a) the Person named in the relevant Estimate, Sales Order, Quotation or Tax Invoice; and/or
- (b) The Person named as Applicant on the applicable Application for Credit Account to which these Terms and Conditions apply.

“**Customer’s Site**” means the site detailed in the relevant Estimate, Quotation, Sales Order or Tax Invoice for the delivery or installation of any Product(s) being purchased by the Customer from the Seller.

“**Business Day**” means a weekday when trading banks are ordinarily open in Brisbane, Queensland, Australia and does not include the dates from 27 to 31 December inclusive.

“**Consumer**” means a person who acquires Products pursuant to a Consumer Contract as defined in section 23(3) of the Australian Consumer Law.

“**Collection Date**” means the later of the following:

- (a) The estimated date for installation stated in the Sales Order or any other later date notified to the Customer in writing (where the Product(s) are being installed by the Seller);
- (b) The estimated date of supply stated in the Sales Order or any other later date notified to the Customer in writing (if we are only providing the Product); and
- (c) The date that the Product is ready for delivery to the Buyer or collection by the Buyer (if the Sales Order is for supply of Product only) or ready for installation by the Seller (if the Sales Order is for Product and installation).

**“Estimate”** means any estimate provided by the Seller for any Product or Services in which these Terms and Conditions are deemed to be incorporated.

**“Force Majeure”** means an act of God, war, fire, strike, lockout, trade or industrial disputes, government interference, lack of production capacity or raw materials, transport delays, accidents, breakdown of plant or machinery, non-delivery or shortage of supplies, pandemic, disease or illness or any other cause beyond the control of a party but specifically excludes the lack of availability of funds or inability to make payments when due.

**“General Security Deed”** means the General Security Deed attached hereto which forms part of these Terms and Conditions.

**“Guarantors”** means the directors of the Customer (if the Customer is a company) as noted on the annexed Credit Application (if applicable).

**“GST”** means the goods and services tax as imposed by the GST Law together with any related interest, penalties, fines or other charge.

**“GST Amount”** means any payment (or the relevant part of that payment) multiplied by the rate of GST.

**“GST Law”** has the meaning given to that term in a new Tax System (Goods and Services Tax) Act 1999, or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under the Act.

**“Health and Safety Laws”** means all Health and Safety laws, regulations, codes and requirements of any kind.

**“Infrastructure”** means all infrastructure which are related to utility services such as NBN, Telstra, electrical, stormwater, sewer, water or any other services,

**“Insolvency Event”** means the occurrence of any of the following events in relation to a party:

- (a) the party becomes insolvent as defined in the Corporations Act, states that it is insolvent or presumed to be insolvent under an applicable Law;
- (b) the party is wound up by resolution or an order of a court or declared bankrupt;
- (c) the party becomes an insolvent under administration as defined in the Corporations Act;
- (d) the party becomes subject to one of the forms of external administration provided for in Chapter 5 of the Corporations Act;
- (e) the party enters into or becomes subject to:
  - (i) any arrangement or composition with one or more of its creditors or any assignment for the benefit of one or more of its creditors; or
  - (ii) any re-organisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
  - (i) any application or order is made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken which is

preparatory to or could result in any of (ii), (iii), (iv) or (v) above;

- (ii) the party is taken, under section 459F(1) of the Corporations Act, to have failed to comply with a statutory demand; or
- (iii) the party suspends payment of its debts, ceases or threatens to cease to carry on all or a material part of its business;

**"Installation"** means the physical fixing of any Product(s) purchased by the Customer from the Seller at the Customer's Site.

**"Intellectual Property Rights"** means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, inventions and confidential information, and other results of intellectual activity in any field whether or not registrable, registered or patentable. These rights include rights in applications to register these rights and all renewals and extensions of these rights.

**"Law"** means:

- (a) legislation, regulations, by-laws, orders, awards, proclamations and statutory instruments imposed or enforced by any applicable government, agency or authority;
- (b) any written instrument which constitutes a requirement of an organisation which has jurisdiction in connection with the supply of the Products or Services; and
- (c) principles of common law and equity established by decisions of the courts.

**"Losses"** means all losses, damages, liabilities, costs, charges, expenses, claims, actions, suits or proceedings.

**"NCC"** means the most current version of the National Construction Code incorporating the Building Code of Australia as published from time to time by the Australian Building Codes Board as applicable at the date of Quotation being provided to the Customer for installation of a Product by the Seller.

**"Payment"** means any amount payable pursuant to a Tax Invoice.

"Person" includes an individual, the estate of an individual, a body politic, a corporation, an association (incorporated or unincorporated) and a statutory or other authority.

**"PPSA"** means the Personal Property Securities Act 2009 (Cth) and any regulations made pursuant to it.

**"Price"** means the purchase price for the Product as provided for in the Tax Invoice total.

**"Product"** means any and all goods and or services provided to the Customer by the Seller.

**"QDC"** means the most current version of the Queensland Development Code as published from time to time by the Queensland Government, as applicable at the date of Quotation being provided to the Customer for installation of a Product by the Seller.

**"Quotation"** means any quote or estimate provided by the Seller for any Product or Services in which these Terms and Conditions are deemed to be incorporated.

**"Related Corporation"** has the meaning given to the term "related body corporate" in the Corporations Act.

**"Sales Order"** means the sales order issued by the Seller to the Customer in which these Terms and Conditions are deemed to be incorporated .

**"Seller"** in relation to any Estimate, Quotation, Sales Order or Tax Invoice means Protector Aluminium Pty Ltd A.C.N 088 343 275.

**"Services"** means all services provided to the Customer by the Seller, including without limitation any Installation.

“**Small Business**” means a Customer that acquires Goods pursuant to a Small Business Contract as defined in section 23(4) of the Australian Consumer Law.

“**Standard Assumptions**” means the assumptions contained in clause 10, 11, 12.6, 12.7(b) to (g), 12.8, 18.5, 18.6 and 37.

“**Tax Invoice**” has the meaning given to it by the GST Law and any Tax Invoice issued by the Seller to the Customer is deemed to have these Terms and Conditions incorporated.

“**Taxable Supply**” has the meaning given to it by GST Law.

## 1.2 Interpretation:

- (a) Any terms included in any Estimates, Quotations, Sales Orders and Tax Invoices that are inconsistent with this document shall prevail to the extent of the inconsistency.
- (b) Words importing the singular shall include the plural (and vice-versa).

## 2. Governing Terms and Conditions

The Customer acknowledges that the Seller does not make any representations or warranties regarding the Product or any matter which is or might be relevant to the Customer buying or selling the Product other than that which is expressly stated in this document, the Estimate, Quotation, Sales Order and Tax Invoice and any supplementary written agreement between the Customer and the Seller.

## 3. Terms of Payment

- 3.1 Unless the Seller grants credit to the Customer, and subject to the Seller’s right to withdraw credit, payment for all Products and Services purchased from the Seller must be made by the Customer in immediately available funds on or immediately prior to delivery of the Product or provision of the Services.
- 3.2 Where the Customer has an approved credit account with the Seller, payment to the Seller for the Product and Services must be made in accordance with the terms agreed to between the Seller and the Customer in writing (these terms will be offered to the Customer by the Seller for acceptance if Application for Credit is approved).
- 3.3 Failure of the Customer to make Payment in accordance with this clause 3 shall render the Payment immediately due and payable. Interest on overdue payments shall attract interest at the rate of 10% per annum calculated on a daily basis from the due date to the date it is paid. All payments made by the Customer will first be applied to the accrued interest.
- 3.4 The costs of collection of any moneys that are due and payable by the Customer, including any investigation fees, search fees, internal administration costs of the Seller, process server fees and the fees and commissions charged by any mercantile agent or lawyer engaged by the Seller shall be payable by the Customer on a full indemnity basis.
- 3.5 The Seller may re-evaluate payment terms, suspend performance of an order or terminate an order entirely if:
  - (a) the Customer is subject to an Insolvency Event;
  - (b) the Customer is in breach of any agreement with the Seller; or
  - (c) in the Seller’s reasonable opinion, the credit of the Customer becomes impaired or there is a material adverse change to the Customer’s financial position.
- 3.6 The Customer waives its right to set off any amount owed by it to the Seller against any amount of money owed, or that may become owing, to it by the Seller. Any discounts, rebates, credits and other payments due from the Seller to the Customer connection with the supply of Products and Services, or any other supply to the Customer by the Seller, may be paid by way of credit note against amounts owing by the Customer (if the Seller elects to do so).
- 3.7 Payments made by credit card may be subject to a surcharge, to the extent permitted by Law.

- 3.8** The Seller is entitled to make progress claims for any part of the Sales Order upon fulfillment of that part of the Sales Order by issuing a Tax Invoice for the value of the Product supplied and any associated costs (such as but not limited to delivery, installation and variations). When making a progress claim, the Seller warrants that they have fulfilled that part of the Sales Order.

## 4. Inspection and Acceptance

The Customer agrees that it shall inspect the Product upon delivery. The Product shall be deemed to be accepted by the Customer if the Seller has not received written notice from the Customer within 3 business days of delivery of the Product that the Product is not in accordance with the Customer's order.

## 5. Passing of Property and Risk

- 5.1** Risk in the Product shall pass to the Customer upon delivery of the Product to the Customer or collection of the Product by the Customer's agent or courier as the case may be including where they are deemed to be delivered to the Customer or its nominee in accordance with clause 12.7 and 12.8. If the Seller arranges for delivery of the Product to the Customer, the Customer acknowledges and agrees that the Seller will arrange, at the Customer's additional cost, appropriate insurance against the Product being damaged or lost in transit. The cost of such insurance will be added to the Price and payable in the same manner and on the same terms as those stipulated in clause 3. In all other circumstances it will be the Customer's responsibility to arrange for its own insurance of the Products whilst in transit.
- 5.2** Property in the Product supplied by the Seller to the Customer shall not pass to the Customer until Payment has been made in full to the Seller, and the Customer must:
- (a) Store such of the Product which has not been paid for separately;
  - (b) Keep separate records in relation to the proceeds of the sale of such of the Product which has not been paid for, bank the proceeds of any such sale into a separate account and immediately remit such funds to the credit of the Seller; and
  - (c) if any of the Product is used in a manufacturing process or mixed with other materials, record the value of the Product so consumed in relation to each unit of finished product and upon sale of any unit of finished product immediately remit that amount from the proceeds of sale to the Seller.
- 5.3** If the Customer does not pay for any Product on the due date the Seller is hereby irrevocably authorised by the Customer to enter the Customer's premises (or any premises under the control of the Customer or as agent of the Customer if the Product is stored at such premises) and use reasonable force to re-take possession of the Product without liability for the tort of trespass, negligence or payment of any compensation to the Customer whatsoever.
- 5.4** The Customer and Seller agree that the provisions of this clause apply notwithstanding any arrangement under which the Seller grants credit to the Customer.
- 5.5** The Customer must insure the Product for an amount that is at least the amount of the Sales Order and Tax Invoice for the Product for all usual risks from the date risk passes to the Customer.

## 6. Suspension or Termination of Credit Facility

The Seller may, at any time without notice, terminate or suspend the Customer's right to purchase the Product upon credit and the Seller shall not be liable to the Customer for any loss or damage the Customer may sustain as a result of such refusal.

## 7. Default of Customer

- 7.1** If these terms and conditions are not strictly observed by the Customer, or the Customer is in default of any of its obligations under any other agreement between the Customer and the Seller (including any obligation to pay) (“Default Event”) the Seller may in its absolute discretion, notify the Customer of the default and immediately suspend supplying any Products and/or Services to the Customer until such time as the Customer has remedied that default.
- 7.2** If the Seller refuses to supply the Customer due to a Default Event, the Seller shall not be liable to the Customer for any loss or damage the Customer may sustain due to such refusal.
- 7.3** If a Default Event occurs, the Seller may terminate this or any other agreement for the supply of Products and Services to the Customer if the Customer does not remedy the relevant default within 10 Business Days of receipt of notice of the default.
- 7.4** If the Customer is in default of its obligations in relation to payment, or becomes subject to an Insolvency Event, the Seller may in addition to any other rights it may have under these Conditions or at Law:
- (a) suspend deliveries of further Products and provision of Services to the Customer whether under this contract or otherwise;
  - (b) terminate any contract or agreement between the Seller and the Customer in relation to Products that have not been delivered or Services that have not been rendered;
  - (c) withdraw any credit facilities which may have been extended to the Customer and require immediate payment of all moneys owed to the Seller by the Customer; and/or
  - (d) issue a Tax Invoice for, and demand immediate payment for, Products and Services ordered by the Customer but not delivered or provided (as the case may be).
- 7.5** Where the Customer has an approved credit account with the Seller, the Customer as beneficial owner charges in favour of the Seller all of its interest in all of the present and future real property of the Customer as security for the due and punctual payment of all debts and monetary liabilities owed by the Customer to the Seller pursuant to a contract on or including the terms of these Conditions. The Customer consents to the Seller lodging a caveat on the title to any real property to note its interest. Upon demand by the Seller, the Customer agrees to immediately execute a mortgage on terms satisfactory to the Seller to more particularly describe the security interest conferred by this clause. Should the Customer fail within a reasonable time of such demand to execute such mortgage then the Customer irrevocably appoints the Seller as its attorney with authority to do on its behalf anything that it may lawfully authorise an attorney to do including, without limitation, to make, sign, execute, seal and deliver any document and to take possession of, use, sell or otherwise dispose of any real property of the Customer. All costs incurred by the Seller relating to any action taken by the Seller to recover monies due from the Customer (including, without limitation, legal or other debt collection costs) will be payable by the Customer on demand.

## 8. Returns

- 8.1** Returns will be accepted for faulty or defective Product or any other non-excludable obligations of the Seller set out in the Competition and Consumer Act 2010 (Cth), or similar State and Territory legislation.
- 8.2** Returns other than those referred to in (a) above, must be approved by the Seller in its absolute discretion. These authorised returns must be freight prepaid and will only be accepted if they are in a saleable condition. Notwithstanding the Seller's approval of returns pursuant to this clause, the Seller reserves the right to charge a handling fee equal to 15% of the price of the returned Product. Product specifically purchased, manufactured, machined or cut to size or to the Customer's specification or are provided exclusively by the Customer are not returnable unless they are of the kind referred to in (a) above.

## 9. Supply

The Seller reserves the right to suspend or discontinue the supply of Product to the Customer without being obliged to give any reason for its action.

## 10. Installation

The Seller's Estimate, Quotation, Sales Order and Tax Invoice are made on a supply only basis, unless it specifically provides for installation. Installation and commissioning (if any) is at the expense of the Customer unless otherwise specified in writing by the Seller.

## 11. Descriptions

**11.1** Photographs, drawing illustrations, weights, dimensions and any other particulars accompanying, associated with or given in an Estimate, Quotation, Sales Order, Tax Invoice or descriptive literature or a catalogue approximate the Product offered but may be subject to alteration without notice.

**11.2** Any performance data provided by the Seller or a manufacturer is an estimate only and should be construed accordingly.

## 12. Shipment, Delivery and Installation

**12.1** Any dates for delivery, shipment or installation contained in any Estimate, Quotation, Sales Order or Tax Invoice are estimates only and subject to change by the Seller. The Customer acknowledges that there are multiple factors which can delay delivery, shipment and installation which are outside the Seller's control, including without limitation available installers, transportation, supplies, loading equipment failure, legislative changes and public health directions. Upon acceptance of any order by the Seller, the Seller will seek confirmation of the period of shipment or delivery. If any variation has occurred in the quoted period (which will delay delivery by more than 14 days) the Seller will notify the Customer and the period of shipment or delivery notified to the Customer will be the contractual period for shipment or delivery. The Seller can provide the Customer with multiple notifications of delivery delays. The Customer acknowledges and agrees that the period of shipment delivery or installation specified by the Seller in any Estimate, Quotation, Sales Order or Tax Invoice is an estimate only and may be varied unilaterally by the Seller by not more than 42 days. Maximum lengths for Products vary by State and Territory and delivery dates will be determined by the Seller on a case by case basis.

**12.2** Delivery charges may apply to all deliveries and the Seller will advise the Customer of these once they are known. If the Customer does not accept the delivery charges, the Seller reserves the right to require the Customer to collect the Product(s) from the Seller at a location, time and date specified by the Seller, which will generally be the Collection Date.

**12.3** Unless otherwise agreed in writing, if the Seller prepays freight, insurance, custom and import duties (if any), landing and delivery charges and all other charges in connection with shipment and delivery of the Product, then any such charges shall be paid by the Customer. The Seller reserves the right to nominate the means of delivery.

**12.4** The Seller reserves the right to make part deliveries (instalments) of any order, and each part delivery shall constitute a separate sale of the Product upon these terms and conditions. A part delivery of an order shall not invalidate the balance of an order. Failure to deliver any one instalment by the time estimated for delivery of that instalment (if any) will not entitle the Customer to terminate the order.

**12.5** The Seller shall not be responsible or liable for any costs, expenses, losses or damages for delay in the delivery, supply or installation of the Product.

**12.6** The Customer shall be responsible or liable for any costs, expenses, loses or damages for deliveries in emptying and returning shipping containers or pallets used to deliver the Products to the Customer (including but not necessarily limited to container detention fees, redirecting fees and storage fees).

**12.7** Unless otherwise agreed:

- (a) The Seller reserves the right to arrange transport by any means in its absolute discretion;
- (b) Delivery will be made during the usual business hours of the Seller to the location agreed by the parties ("Delivery Point");

- (c) The Seller or its transport contractor will deliver the Product as close (“Drop Spot”) to the Delivery Point as, in the reasonable opinion of the Seller or its transport contractor, it is safe or prudent to do so and delivery is effected when the Seller’s or its transport contractor’s delivery vehicle arrives at the Drop Spot;
- (d) The Seller reserves the right to charge the Customer any reasonable costs which it incurs as a result of any delay by the Customer in unloading the Product or where unloading of the Product cannot be effected, including, if applicable, a reasonable return delivery fee (at prevailing freight rates provided the Seller will use reasonable endeavours to try to minimise this cost);
- (e) The unloading of Product is the Customer’s responsibility at its own cost and risk but the Seller or its transport contractor may, without liability to the Seller, unload the Product if the Customer requests the Seller to do so or is absent from the Drop Spot at the time the Seller or its transport contractor wishes to unload and the Customer releases and forever discharges the Seller and its transport contractor from and against any claim, cause of action or liability arising out of the unloading of Product at the Drop Spot;
- (f) Where the Customer attends the Seller’s premises to acquire the Product, the Seller may, in its absolute discretion and at the Customer’s sole risk:
  - (i) deliver the Products into or onto the Customer’s vehicle in which case delivery is effected when the Products are set down in or on the Customer’s vehicle; or
  - (ii) deliver the Products by setting them down alongside the Customer’s vehicle in which case delivery is effected when the Products are set down alongside the Customer’s vehicle notwithstanding that the Seller’s staff may, on request, assist the Customer to load the Product into or onto the Customer’s vehicle.
- (g) Where clause 12.7(f) applies, the Customer acknowledges that:
  - (i) The Customer is solely responsible for securing the Product to the Customer’s vehicle and that the Seller is unable to assist with such process;
  - (ii) The Customer is solely responsible for ensuring that the Product can be safely carried by the Customer’s vehicle and that the Customer is complying with all legal requirements in relation to the carriage;
  - (iii) The Seller is not providing any warranty or representation that it believes the Product can be safely or legally carried by the Customer’s vehicle;
  - (iv) The Customer must strictly comply with the directions given to the Customer by the Seller’s employees;
  - (v) The Customer must ensure it acts in a manner that assures the safety of all persons and property near the Customer and the Customer’s vehicle;
  - (vi) The Customer’s entrance onto the property where the Seller’s business is conducted is at the sole risk of the Customer and the Seller is not liable for any damage or injury to the Customer, any persons accompanying the Customer or any property the Customer brings onto the property (including any vehicle or equipment); and
  - (vii) The Customer indemnifies the Seller in respect of all loss, claims, costs, expenses, damage or injury suffered or incurred by the Seller arising directly or indirectly from the Customer’s entrance onto the property or any failure to comply with any direction or order of the Seller or Seller’s employees.

**12.8** The Customer acknowledges that storage costs incurred by the Seller for completed Products are significant and that the Seller has not allowed for any storage beyond the Collection Date in any Estimate, Quotation, Sales Order or Tax Invoice. Products ordered for collection will be held for a maximum period of 15 days after the specific Collection Date. The Seller is entitled to charge a storage fee equal to 3% of the value of the Products being stored per day, with such fees to apply from the Collection Date. If the Products are not collected by the Collection Date, they may be at the Seller’s option either delivered to the Customer’s Site at the Customer’s cost, or to a storage facility selected by the Seller and all reasonable costs incurred by the Seller in relation to the holding and delivery of the Products under this clause will be charged to and be paid by the Customer. After 15 days from the Collection Date, the Seller is entitled to scrap the Product. The Customer agrees that this is an acceptable outcome as the Product(s) are custom made, expensive to store and are not capable of being sold to another party.

Notwithstanding any scrapping of Products, the Customer will still be liable for payment of the entire Sales Order and Tax Invoice, as well as any costs incurred by the Seller under this clause and any storage fees chargeable pursuant to this clause.

**12.9** Times quoted for delivery are estimates only and are subject to variation by the Seller in their sole discretion, as they are dependent on a number of variables such as but not limited to prevailing road conditions, weather, availability of delivery drivers and events outside the control of the Seller.

**12.10** Where the Seller or its transport contractor enters the premises of the Customer or a third party to effect delivery of a Product, the Customer:

- (a) releases the Seller from any claim the Customer may at any time have had against the Seller but for this release in respect of damage occasioned to the Customer's premises or injury to persons arising out of the delivery by the Seller or its transport contractor of Products to such premises; and
- (b) indemnifies and holds the Seller harmless from and against any Losses suffered or incurred by the Seller in respect of damage occasioned to the Customer's or third party's premises or injury to persons arising out of the delivery by the Seller or its transport contractor of Product to such premises,

except for and to the extent that such Losses arise out of the negligence or wilful misconduct of the Seller or its transport contractor.

**12.11** No defect or claim in respect of Products delivered will entitle the Customer to reject the delivery of other Products which are not subject to any defect or claim even if they are delivered as part of the same order.

## 13. Specification, Materials, Special Orders and Variation

**13.1** Where the Seller is acting as agent for a manufacturer or supplier, the Seller shall not be liable for any alteration or variation in the Product made by the manufacturer or the supplier.

**13.2** All descriptions, specifications, illustrations, drawings, data, dimensions and weights contained in catalogues, price lists or other advertising matter of the Seller or elsewhere are approximations only. They are intended by the Seller to be a general description for information and identification purposes and do not create a sale by description.

**13.3** Unless otherwise stated on an Estimate, Quotation, Sales Order or Tax Invoice, Products will be supplied by the Seller within the tolerances in regard to quantity, weight, dimension and chemical composition as specified in the relevant order or, if not specified, as consistent with usual industry practice.

**13.4** If the Seller processes the Customer's goods or materials, then the Seller does not give any warranty or assurance that materials supplied by the Customer are suitable for such processing. The Seller accepts no responsibility and will not in any way be liable to the Customer for any damage done or caused to such materials or goods, except where the Customer is a Consumer or Small Business and such loss or damage arises from the negligence or wilful misconduct of the Seller or any of its officers, employees or agents.

**13.5** The Customer agrees that it does not rely on the skill or judgement of the Seller in relation to the suitability of any of the Products for a particular purpose.

**13.6** If any variations occur, the Seller is entitled to invoice the Customer for the amount of the variations at its discretion at either the completion of the relevant stage where the costs for the variation have been incurred or fulfillment of the entire Sales Order.

## 14. Currency

Where the Product is imported into or exported from Australia, any adverse variation in the price arising from fluctuation in exchange rates between the date of the Customer's order and the date of payment by the Seller will be at the Customer's expense.

## 15. Contingent Expenses

Any charge, duty, impost, sales tax or other expenditure which is not applicable at the date of any Estimates, Quotations, Sales Orders and Tax Invoices but which is subsequently levied upon a Seller in relation to an Estimate, Quotation, Sales Order and Tax Invoice as a result of the introduction of any legislation, regulation or government policy, shall be at the Customer's expense.

## 16. Force Majeure

- 16.1** If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the Seller or the Customer either is unable to perform in whole or in part any obligation under this agreement such party shall be relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and shall not be liable to the other party to this agreement in respect of such inability.
- 16.2** If the Seller is prevented either directly or indirectly from performing any of its obligations under these Terms and Conditions, including without limitation, making a delivery of the Products or any part of the Products, by reason of Force Majeure it will be entitled, at its option, by notice to the Customer, either to:
- (a) extend the time for performance of its obligation for a reasonable period;
  - (b) terminate the contract in relation to Goods that have not been delivered, provided that it refunds to the Customer any payment already made to the Seller in respect of those particular Products (if any),

and the Customer will not have any claim against the Seller for damages or any other remedy for breach of contract.

## 17. Customer's Cancellation

Unless otherwise agreed in writing, the Customer shall have no right to cancel an order which has been accepted by the Seller. If a right of cancellation is expressly reserved to the Customer in writing in the Sales Order, such right of cancellation must be exercised by notice in writing from the Customer to the Seller not later than 28 days prior to the estimated date of shipment by the Seller. Unless otherwise agreed between the Customer and the Seller, any cancellation by the Customer prior to shipment (if accepted by the Seller) shall immediately render any deposit paid by the Customer to be forfeited to the Seller and the Customer is liable to pay the Seller an amount equal to the greater of the value of the works completed by the Seller up to the date of cancellation or 50% of the invoice value of the order cancelled (less any deposit forfeited).

## 18. Liability

- 18.1** The Seller will not be liable for any claims or damages arising out of or in respect to the supply and or manufacture of the Product including, but not limited to, claims for faulty design, negligent or misleading advice, damages arising from loss or use of the Product, and any direct, special or consequential damages or injury to any person, corporation or other entity.
- 18.2** The Seller makes no express warranties under this Agreement except that to the extent that the Product supplied is covered by the manufacturer's warranty, the Seller will pass onto the Customer the benefit of the manufacturer's warranty.
- 18.3** Upon discovery of any defect in the Product supplied by the Seller, the Customer shall immediately notify the Seller in writing. The Customer shall not carry out any remedial work to allegedly defective Product without first obtaining the written consent of the Seller to do so.
- 18.4** The Seller excludes all conditions, warranties, undertaking, representation and terms, whether expressed or implied by law or otherwise in respect of the Product which may apart from this clause be binding upon the Seller, except any implied conditions and warranties the exclusion of which would contravene any statute or cause this clause to be void.
- 18.5** The Customer expressly acknowledges and agrees that it has not relied upon, any advice, statement, representation or technical information given by the Seller, its agents, employees or sub-contractors in relation to the design, installation, use and suitability for any purpose of the Product supplied by the Seller. The Customer agrees that all such information and/or advice is

accepted by the Customer entirely at the Customer's risk.

- 18.6** If the Customer (or a third party directed by the Customer) provides to the Seller any plans, designs or specifications in relation to a Product that the Customer requires the Seller to fabricate, manufacture and/or supply to the Customer, whether directly by the Seller or through any third party, the Customer unconditionally and irrevocably indemnifies the Seller from and against any and all liability, claims, damages, losses and/or reasonable costs (including but not limited to any demands, actions, proceedings and/or claims brought against the Seller by a third party alleging infringement of intellectual property rights owned or controlled by the third party in respect of the Product or such plans, designs or specifications provided by the Customer).
- 18.7** Except as otherwise expressly specified in the terms of any applicable written warranty provided by the Seller, the Seller's liability to the Customer (whether arising under statute, contract, tort (including negligence), equity or otherwise) for any defect in the Products, or the supply of the Products, is limited (to the full extent permitted by Law), at the Seller's option, to:
- (a) in the case of Products, the repair of the Products, the replacement of the Products or paying for the cost of repair or replacement of the Products; or
  - (b) in the case of Services, the resupply of Services or paying for the cost of resupplying the Services.
- 18.8** The Seller is not liable to the Customer or anyone else in connection with the Products or the supply of the Products, or with these Conditions (including any changes to these Conditions), for any Losses:
- (a) arising from any act or omission on the part of the Customer or any of its officers, employees, agents or contractors;
  - (b) Including without limitation for damage to the Products or any other property, or injury to any person arising from:
    - (i) the loading, unloading or delivery of the Products;
    - (ii) any delay in delivering the Products;
    - (iii) the delivery or removal of defective Products or the installation of replacement Products; or
    - (iv) the use of any tool or equipment loaned or hired out by the Seller;
  - (c) in relation to any claim, action or proceeding by a third party against the Customer (or any Losses incurred or suffered by the Customer as a result of any such claim, action or proceeding); or
  - (d) in relation to the fitness or suitability of the Product for the Customer's purpose (including a third party purpose) unless such purposes are known and expressly confirmed in writing by the Seller at the time the order for the Product is accepted.
- 18.9** The Customer indemnifies and will keep indemnified the Seller and each of its officers, employees and agents (for each of whom the Seller holds the benefit of this indemnity upon trust) from and against all Losses arising out of or relating to:
- (a) any loss or damage caused by or during the processing of materials supplied to the Seller by the Customer;
  - (b) any loss or damage caused by any tool or equipment, or the use of any tool or equipment, loaned or hired out by the Seller to the Customer;
  - (c) the negligence, wrongful act or omission, breach of statutory duty, breach of contract or wilful misconduct of the Customer or its officers, employees, agents or contractors;
  - (d) any injury to or death of any person or any damage to or loss of property connected with the conduct, operations or performance of the business of the Customer; or
  - (e) misuse of the Products or incorrect installation of Products by the Customer.
- 18.10** To the extent permitted by Law, but notwithstanding anything else contained in these Terms and Conditions:

- (a) the maximum liability of the Seller to the Customer whether under contract, at Law, in equity or otherwise for all Losses in connection with these Terms and Conditions and the subject matter of these Terms and Conditions (including the Products and Services) is an amount equal to the price paid for the Products and Services under the order to which the Losses relate;
- (b) the Seller will not be liable to the Customer in relation to business interruption, loss of revenue, loss of income, loss of production, loss of use, loss of product, loss of business, loss of profits, loss of opportunity, loss of contracts, loss of investment, damage to goodwill or damage to business reputation or loss of actual or anticipated savings, however arising; and any indirect or consequential loss that cannot reasonably be considered to arise naturally from the facts, matters or circumstances which give rise to a claim.

## 19. Alteration to Conditions

The Seller may, at any time and from time to time, alter these Terms and Conditions.

## 20. GST

**20.1** The parties agree that:

- (a) the Price is inclusive of GST;
- (b) all other Payments have been calculated without regard to GST.
- (c) each party will comply with its obligations under the Trade Practices Act 1974 when calculating the amount of any Payment and the amount of any relevant Payments will be adjusted accordingly;
- (d) if the whole or any part of any Payment is the consideration for a Taxable Supply (other than for payment of the Price) for which the payee is liable to GST, the payer must pay to the payee an additional amount equal to the GST Amount, either concurrently with that Payment or as otherwise agreed in writing.
- (e) any reference to a cost or expense in this Agreement excludes any amount in respect of GST forming part of the relevant cost or expense when incurred by the relevant party for which that party can claim an Input Tax Credit, and the payee will provide to the payer a Tax Invoice.

## 21. Charge in Land

**21.1** By executing this Credit Application the Customer and if the Customer is a company, each of the Directors of the Customer ("the Directors"), hereby create an interest in land and charge in favour of the Seller in respect of all real estate, land and buildings owned by the Customer and/or the Directors of the Customer.

**21.2** To better secure the interest in land and charge given by clause 21.1 the Customer and the Directors hereby consent to the Seller lodging and registering a caveat on the titles of each and any piece or parcel of land owned by the Customer and each and any piece or parcel of land owned by the Directors or any of them.

## 22. Power of Attorney

The Applicant and the Directors warrant and agree that they will when called upon by the Customer and/or each/all of the owners of the business to so do, expeditiously sign any consent or other document required by the Department of Environment and Resource Management (or its replacement controlling the registration of caveats) to cause or permit the registration of any such caveat. If the Applicant or any Director refuses or neglects to execute such consent or other document, the Applicant and each of the directors hereby duly appoint the business owners or each of them as its/their lawful attorney to execute such consent or other document on its/their behalf. The Applicant and the Directors indemnify and hold harmless the business for cost of preparing and registering such caveat.

## 23. Personal Guarantee

- 23.1** In consideration for the Seller providing the Product and/or Services to the Customer, the Guarantors (and if more than one then jointly and severally) hereby guarantees to the Seller the obligations of the Customer pursuant to these Terms and conditions, particularly, but not necessarily limited to, the payment of any and all monies by the Customer to the Seller. The Guarantor acknowledges the receipt of valuable consideration from the Seller for the Guarantor incurring the obligations under this Guarantee.
- 23.2** The Guarantor specifically acknowledges that the Guarantee under this clause 23 are continuing and applies to every Estimate, Quotation, Sales Order and Tax Invoice issued by the Seller to the Customer (including without limitation any updated Terms and Conditions accompanying such Estimate, Quotation, Sales Order and Tax Invoice), until the Seller agrees to release this Guarantee in writing.
- 23.3** The Guarantor acknowledges that the Seller can register a general security charge over the Guarantor under the PPSA in order to secure the obligations of the Guarantor under these Terms and Conditions.
- 23.4** The Guarantor indemnifies the Seller against any loss or damage (including costs, charges and expenses) they may suffer as a result of the Customer failing to fulfill its obligations under any Estimate, Quotation, Sales Order or Tax Invoice, including the obligation to pay any amount of money to the Seller.
- 23.5** The Guarantors' obligation and the rights of the Seller under this clause 23 are not affected by anything that might otherwise affect them at law or in equity, including without limitation:
- (a) The Granting of time or any indulgence;
  - (b) Compounding, compromising or releasing;
  - (c) Acquiescence, delay, acts, omissions or mistakes;
  - (d) Variation, assignment or novation of a right or any agreement between the parties;
  - (e) The invalidity or unenforceability of any obligation or liability;
  - (f) The unenforceability of this guarantee against one or more of the Guarantors.
- 23.6** The Guarantor/s acknowledge that:
- (a) The Seller is not obliged to commence proceedings against the Customer or any person before claiming under this Guarantee;
  - (c) They have read and understood the Terms and Condition and had the opportunity to obtain independent legal and financial advice;
  - (d) The Seller may assign its rights under this Guarantee;
  - (e) They may not raise any set off or counter-claim in reduction of their liability under this Guarantee.
- 23.7** The Guarantor/s must pay or reimburse to the Seller (as a first charge) for all expenses including legal costs on an indemnity basis incurred in enforcing this Guarantee; and all duties, fees, taxes and charges payable in relation to this Guarantee; or any payment, receipt or other transaction related to it.
- 23.8** Until the Seller has received all money payable to it by the Customer or a Guarantor, the Guarantor/s must not prove or claim in any liquidation, bankruptcy, composition arrangement or assignment for the benefit of creditors of the Customer and must hold any claim and any dividend received on trust for the Seller.

## 24. Governing Law

These terms and conditions and any contract including them shall be governed by and construed in accordance with the laws of the State of Queensland and the Seller and Customer submit to the non-exclusive jurisdiction of the Courts of Queensland.

## 25. Terms and Conditions to Continue to Apply

The terms of this Agreement are continuing and apply to all subsequent sales by the Seller to the Customer.

## 26. PPSA

- 26.1** The Customer and Guarantor acknowledges that the Seller has a security interest (for the purposes of the PPSA) in the Product and any proceeds from the on-sale thereof until the title in and to the Product passes to the Customer in accordance with clause 5.2. This security interest secures all moneys owing by the Customer to the Seller (including the Price of the Product) under any contract or otherwise (“the Amounts Owing”);
- 26.2** The Customer acknowledges that each security interest over Product (or their proceeds) arising under this clause 26 is a purchase money security interest to the extent that it secures payment of the Amounts Owing in relation to that particular Product;
- 26.3** The Customer must not assign or grant a security interest in respect of any accounts owed to it in relation to the Product without the Seller’s prior written consent. The Seller has a security interest in all such accounts to secure the Amounts Owing;
- 26.4** The Customer and Guarantor consents to the Seller effecting a registration on the PPSA Register (in any manner the Seller considers appropriate) in relation to any security interest contemplated by these Conditions of Sale and the Customer and Guarantor agrees to provide all assistance reasonably required to facilitate this;
- 26.5** The security interests arising under this clause 26 attach to the Product when the Customer obtains possession of the Product and the Customer and the Seller confirm that they have not agreed that any security interests arising under this clause 26 attach at any later time.
- 26.6** In addition to any rights the Seller may have under Chapter 4 of the PPSA the Seller shall be entitled at any time until the title in and to the Product passes to the Customer in accordance with clause 5.2:
- (a) to demand the return of the Product, upon which the Customer must immediately return to the Seller that Product;
  - (b) to the extent permitted by law, to enter (or have its representative enter) any premises occupied by the Customer in order to search for and remove the Product without notice to the Customer and without liability to the Customer (including liability in relation to negligence). The Customer and its representatives shall provide all reasonable assistance to the Seller and its representatives for this purpose; and
  - (c) to retain, sell or otherwise dispose of that Product on any terms and in any manner it sees fit and, subject to section 140 of the PPSA, may apply the proceeds to repay any debt owed to it by the Customer;
- 26.7** If there is any inconsistency between the rights of the Seller under clause 26 and its rights under Chapter 4 of the PPSA, clause 26 prevails to the extent permitted by law;
- 26.8** The Customer and Guarantor indemnifies the Seller against any claim (including negligence) in respect of any damage to the property of, or the premises occupied by, the Customer or any consequential loss or pure economic loss caused by another party when searching for and removing the Goods in accordance with clause 26.6.
- 26.9** The Customer and Guarantor acknowledges that in addition to the foregoing, that the Customer and Guarantor agrees to the terms contained in the General Security Deed provided to the Customer and Guarantor with the Application for Credit which is between the Customer and Guarantor as Grantor and the Seller as Secured Party (“PPSA Deed”). The Customer and Guarantor acknowledge that the PPSA Deed forms part of these Terms and Conditions. In executing the Application and the

PPSA Deed and accepting these Terms and Conditions, the Customer and Guarantor acknowledge that the General Security Deed applies to each and every single Estimate, Quotation, Sales Order and Tax Invoice issued by the Seller to the Customer and that the Seller has a right to register a Security Interest over both the Customer and Guarantor which can remain registered until all monies owing to the Seller pursuant to any Sales Order and Tax Invoice issued to the Customer are paid in full and the credit account provided by the Seller to the Customer is finalised and closed.

## 27. Confidentiality

- 27.1** Each party (receiving party) must keep all confidential and proprietary information provided or disclosed by the other party (disclosing party) confidential and must not disclose it to any person except:
- (a) after it becomes known to the public at large (other than as a consequence of any breach of these Conditions);
  - (b) to officers, employees, contractors, agents and advisers of the receiving party or its Related Corporations;
  - (c) after it has been received from a third person entitled to possess such information and provide it to the receiving party;
  - (d) to the extent necessary to comply with any applicable Law, legally binding order of any court or other appropriate body or the rules of any applicable securities exchange; or
  - (f) disclosure of information relating to the receivables and related securities associated with these Conditions or any contract formed under them to a purchaser or financier of such receivables.
- 27.2** The receiving party shall procure that any of its or its Related Corporations' officers, employees, contractors, agents and advisers who receive such confidential and proprietary information keep it confidential consistent with the obligations in these Conditions.
- 27.3** For the purposes of these Terms and Conditions, confidential and proprietary information includes information relating to the Product(s), the business affairs or method of carrying on business of the disclosing party or details of any pricing or supply arrangement between the Customer and Seller.

## 28. Intellectual Property

- 28.1** The Seller retains the Intellectual Property Rights in any Products, promotional literature, technical documents or other information provided by the Seller to the Customer under these Conditions.
- 28.2** The Customer must:
- (a) where practicable, indicate prominently in written form that the Intellectual Property Rights are owned by the Seller and that the Customer is a user of the Intellectual Property Rights;
  - (b) only use the Intellectual Property Rights in relation to the Products or as otherwise approved by the Seller in writing;
  - (c) not use the Intellectual Property Rights in any way which would lead the trademarks to become generic, lose distinctiveness or become liable to mislead the public or in any way which would be materially detrimental to or inconsistent with the name, reputation and/or image of the Seller;
- 28.3** If the Customer is in breach of any of these Conditions, including clause 28.2, if requested by the Seller in writing, the Customer will promptly cease to use any Intellectual Property Right and deliver or (at the Seller's request) destroy any materials in whatever form including all marketing and advertising materials, logos, labels and any reproductions of the Seller's brands that are in the possession or control of the Customer that carries an Intellectual Property Right.
- 28.4** The Customer must procure that its employees, contractors and agents comply with the provisions of clauses 28.2 and 28.3.

**28.5** All goodwill in any Intellectual Property Right generated through the use of such right by the Customer is for the benefit of the Seller.

## **29. Relationship**

Nothing contained in these Terms and Conditions will constitute the Seller as a subcontractor of the Customer.

## **30. Severability**

Each provision of these Terms and Conditions shall be deemed to be separate and severable from the others. If any provision of these Terms and Conditions is determined to be invalid, void, unenforceable or otherwise ineffective by operation of law in any jurisdiction, that provision will be considered to be severed from these Terms and Conditions. Such determination and the consequential severance (if any) shall not affect the validity, enforceability or effectiveness of the rest of these Terms and Conditions which shall remain in full force and effect as if such provision had not been made a part thereof, nor shall it affect the validity or enforceability of such provision in any other jurisdiction.

## **31. Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver. A waiver or consent is only effective in the specific instance and for the purpose for which it is given.

## **32. Business Day**

Where, by virtue of the provisions of these Terms and Conditions, the day on or by which any act, matter or thing is to be done is not a business day in the place in which the act, matter or thing is to be done, it may be done on the first business day after that day.

## **33. Assignment**

These Terms and Conditions are binding on, and operate for the benefit of, the parties and their respective administrators, successors and assigns, except that the Customer must not assign these Terms and Conditions or any of its rights or obligations under these Terms and Conditions without the Seller's prior written consent. Nothing in these Terms and Conditions restricts the Seller from assigning, declaring a trust over, transferring or otherwise dealing with any receivable owed to it by the Customer under these Terms and Conditions, together with any associated rights and interests (including any related security) in favour of any third party. With notice to the Customer, the Seller may assign the Contract which these Terms and Conditions form part of to any of its Related Corporations, or in the case of a sale of business, to any third party which acquires all or substantially all of the assets of the Seller which are used in the performance of the obligations arising under these Terms and Conditions.

## **34. Non Merger**

None of the terms or conditions of these Terms and Conditions, nor any act, matter or thing done under or by virtue of, or in connection with, these Terms and Conditions will operate as a merger of any of the rights and remedies of the parties in or under these Terms and Conditions or otherwise. All such rights and remedies of the parties as applicable will continue in full force and effect.

## **35. Time**

Time is of the essence of these Terms and Conditions except for any agreement outside these Terms and Conditions between the parties as to time of day for any obligations of a party contemplated by these Terms and Conditions.

## 36. Work On Site

- 36.1** If the Estimate, Quotation, Sales Order or Tax Invoice from the Seller includes any Services being completed at the site of installation to give effect to the installation of the Product, the Customer will ensure that, at no cost to the Seller:
- (a) the site is clear, free of water, clean, safe, has uninterrupted direct access for employees and sub-contractors of the Seller, its material and plant and equipment and sufficient space for scaffolding necessary for the performance of the Contract to which these Terms and Conditions form part of, and suitable vehicle off-loading is possible within five metres of the applicable site;
  - (b) ensure adequate facilities and assistance (as are reasonably required by the Seller) are provided to enable the Seller to efficiently, comfortably and safely perform the Services;
  - (c) prior to the commencement of the Services that all necessary licences, consents and approvals including local council permits and engineering certifications required for the performance of the Services have been obtained; and
  - (d) the structures to which the Seller is to install the Works comply with the Seller's specifications set out or attached to the Estimate, Quotation, Sales Order or Tax Invoice, all Australian Standards, the NCC, QDC, BA, and any requirements stipulated by Council, engineering and any applicable authority.
- 36.2** The Seller will not be responsible for the removal of broken or damaged materials or any debris on the site remaining from the Services provided by the Seller.
- 36.3** The Services for installation of Product are deemed to be complete when the Services are, in the reasonable opinion of the Seller completed so that the installed Product is fit for the purpose for which they were intended as reasonably determined by the Seller.
- 36.4** The times or dates quoted for commencement, installation and completion of the Services will be estimated as accurately as possible but are not guaranteed nor is time of the essence. The Seller is not liable for loss, including consequential loss, loss of profits and liquidated damages which may be incurred by the Customer as a result of the Seller failing to satisfy any of these dates.
- 36.5** If the estimated completion of the Services for installation of the Product is delayed by circumstances or events beyond the control of the Seller including, but not limited to, delays by the Seller's suppliers or subcontractors, delays directly or indirectly caused by the Customer, delay in giving the Seller access to the site of installation in a condition that complies with clause 37.1 of these Terms and Conditions or industrial disputes, and irrespective of any other concurrent cause of delay for which the Seller may be responsible:
- (a) the estimated completion date will automatically be extended by a reasonable period as determined by the Seller; or
  - (b) the Seller may terminate the Contract without any liability for breach of the Contract and the Seller will be entitled to full payment for all Services completed and Product supplied.
- 36.6** If the Customer causes the Seller any delay, the Customer will indemnify the Seller for the liquidated damages amount specified in the Quotation, but if such amount is not specified then for all expenses incurred and losses suffered including consequential loss and loss of profit by the Seller as a consequence of any delay caused or contributed to by the Customer.
- 36.7** The Seller may sub-contract its obligations under the Contract which is subject to these Terms and Conditions. The Customer acknowledges that no sub-contractor has authority to agree to any variation of the Services or the supply of Product on behalf of the Seller.
- 36.8** The Seller reserves the right to change the construction or design of any Products to be supplied under the Contract (including how they are installed), if in its judgment it does not significantly affect the performance characteristics of those Products.
- 36.9** The Customer must at its sole cost advise the Seller of the existence of all Infrastructure at or near the site of installation of the Product, including providing detailed plans of same and having them clearly identified on site with appropriate markers. If any

Infrastructure is damaged by the Seller whilst the Seller is conducting any Services at the site of installation of the Product which require repairs, the Customer will be responsible for rectifying same immediately. If the Customer does not rectify same within 2 business days, the Seller can attend to same so that they can finalise the supply of the Services and the Customer must pay the costs associated with the repair conducted by the Seller within seven (7) days of the Seller providing the Customer with an invoice for same. The Customer agrees any such invoice issued pursuant to this clause is deemed to form part of the Quotation, Sales Order and Tax Invoice ab initio, and that the Title to the Product pursuant to the Tax Invoice will not pass until such time as the invoice issued under this clause is also paid.

- 36.10** For the purposes of clarity, where the Seller installs a Product on site, the Product is deemed to be at the risk of the Customer from the moment it has been delivered on site. The Customer must appropriately insure the Product for the full value of the Sales Order and Tax Invoice, including any Services provided by the Customer for all usual risks, including without limitation public liability of not less than \$20million per occurrence.

## 37. Assumptions

- 37.1** The Customer acknowledges and agrees that when providing a Quotation, Estimate, Sales Order and Tax Invoice the Seller will be making the following assumptions:
- (a) The Standard Assumptions;
  - (b) All drawings, plans, engineering or technical information provided by the Customer is accurate and in compliance with the NCC, QDC, BA, all Australian Standards and industry best practice;
  - (c) Any delivery of the Product will be a single delivery unless otherwise specified in the Estimate, Quotation, Sales Order or Tax Invoice;
  - (d) There will be sufficient room for the Product to be delivered to the Delivery Point as defined in clause 12.7(b) ;
  - (e) The Delivery Point will be level, clear of any obstructions, sufficient in size and located on private property;
  - (f) If the Seller is supplying the Product only (and not attending to installation of the Product) that the Customer warrants the following:
    - (i) The structures to which the Product is being installed are sufficiently engineered to sustain the Product for its intended purpose;
    - (ii) The Product will only be used for its intended purpose;
    - (iii) The Customer has provided accurate instructions and designs to the Seller which complies with the NCC, QDC, BA, all Australian standards and all legislative, engineering, regulatory and best practice requirements;
    - (iv) The Customer will not hold the Seller responsible or liable in relation to the suitability or otherwise of the Product for the Customer's intended use;
    - (v) The Customer does not require the Seller to review the design and instructions provided by the Seller and the Seller is only required to produce the Product(s) as per the manufacturing (CAD) drawings provided by the Seller to the Customer;
    - (vi) That it understands any drawing supplied by the Seller are provided merely to ensure that the Seller has finalised the design as per the Customer's requirements; and
    - (vii) That on acceptance of any CAD drawings supplied by the Seller, the Customer confirm the accuracy of the drawings and that they comply with the Customer's requirements
  - (g) if there is any installation being provided by the Seller that:

- (h) The Customer will supply at its sole cost and risk all applicable safety equipment as required by all Health and Safety Laws, including without limitation, cranes, scaffolding, scissor lifts and forklifts, which complies with all regulatory requirements and best industry practice which is sufficient for the installation of the Product will be onsite (as applicable);
  - (iii) Reticulated Water and power with adequate access will be connected to the Premises and available for use;
  - (iv) All relevant Workplace Health and Safety measures complying with all legislative and regulatory requirements and industry best practice are installed / existing on site and will remain so for the duration that the Seller (or its subcontractors) are onsite;
  - (v) There is clear all weather access and egress to the site and the specific location where the Product is being installed with sufficient clearance for all required safety equipment (including any handling equipment such as forklifts, cranes, etc);
  - (vi) All works supplied by the Seller or Products being installed by the Seller are being installed to existing structures which the Customer warrants are fully compliant with the NCC, QDC, BA, all applicable Australian Standards, applicable codes of practice and all regulatory requirements;
  - (vii) The Customer warrants that all existing structures which are being used as anchoring points for any Product installed by the Seller are sufficiently engineered to sustain the Product for its intended purpose;
  - (viii) The Site and all structures which impact on the installation will be ready by the programmed date for any on site works; and
  - (ix) There will be no conflicting trades on site on the dates that the Seller is programmed to be on site completing any Services

## 38. Additional Costs where Assumptions are not accurate

- 38.1** The Customer acknowledges and agrees that where any additional costs are incurred by the Seller or their subcontractors due to any Assumptions not being accurate will be payable by the Customer in addition to any amount contained on any Estimates, Quotations, Sales Orders and Tax Invoices.
- 38.2** The Customer acknowledges that upon the Seller becoming aware of any inaccuracy of any Assumption, that:
- (a) the Seller will be entitled to issue a variation to any Estimates, Quotations, Sales Orders and Tax Invoices for the Product(s) or Service(s) as applicable by issuing further Estimates, Quotations, Sales Orders and Tax Invoices as required at the prevailing rates for the additional work or expense incurred by the Seller in order for the Seller to modify the Product or to attend to the Services; and
  - (b) the Customer will be required to pay the amount of the variation at the later of either the same time as the Tax Invoice, or within 7 days of the further Tax Invoice(s) being issued to the Customer; and
  - (c) should the Customer not accept the variation raised in accordance with this clause 39.2, the Seller reserves the rights to charge for all Services and Product supplied to date and cancel any remaining part of a Sales Order.
- 38.3** The Customer acknowledges that should any Assumption not be accurate, that any attendances on site by the Seller or its employees, subcontractor or agents which are terminated due to any Assumptions not being correct will result in a minimum charge at the prevailing rates for the specific persons which attended on site which will be the lesser of the time scheduled on site or a full days charge.

## 39. Technical Information, Plans, Dimensions, Engineering and Drawings Supplied by Customer

The Customer acknowledges and agrees that if the Customer supplies any information to the Seller, such as but not limited to Technical Information, Plans, Dimensions, Engineering and Drawings that the Seller will be solely relying on the supplied information when providing any drawings and making a Product. The Seller will only be liable to produce the Product as per the Customer supplied information on acceptance of the applicable Drawing and Quotation.

## 40. Disputes

- 40.1** If a dispute arises out of or relates to these Terms and Condition, a party may not commence any Court or arbitration proceedings (except urgent interlocutory relief) under an agreement subject to these Terms and Conditions unless it has first complied with this clause.
- 40.2** A party claiming that a dispute has arisen must notify the other party of the dispute and provide full and clear details of the dispute and the outcome they are seeking.
- 40.3** During the 30-day period after a notice is given under subclause 2 above (or any such longer period agreed in writing by the parties) the parties must in good faith attempt to resolve the dispute expeditiously.
- 40.4** If the parties cannot resolve the dispute within the period detailed in subclause 3 above, then the parties agree to attempt to resolve the dispute using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques. The parties must act in good faith to appoint a mediator or expert within 7 days after the end of the period detailed in subclause 3 above. If the parties are unable to agree on a mediator or expert, then a mediator or expert is to be nominated by the President of the Queensland Law Society.
- 40.5** The role of any mediator or expert appointed under subclause 4 above is to assist in the parties negotiating a resolution of the dispute. The mediator or expert is not appointed to make a decision which is binding on the parties. Any information or documents disclosed by the other party pursuant to any dispute resolution pursuant to this clause is strictly confidential and will be deemed to be provided on a without prejudice basis and must not be used except to attempt to resolve the dispute.
- 40.6** Each party must bear its own costs of complying with this clause, however the costs of any mediator or expert engaged must be paid equally.

## 41. Notices

### 41.1 Form

Any notice or other communication to or by any party must be:

- (a) in writing and in the English language;
- (b) addressed to the address of the recipient in the Sales Order or to any other address as the recipient may have notified the sender; and
- (c) be signed by the party or by a solicitor or representative engaged by the sender.

### 41.2 Manner

In addition to any other method of service authorised by law, the notice may be:

- (a) personally served on a party;
- (b) left at the party's current address for service;

- (c) sent to the party's current address for service by prepaid ordinary mail or if the address is outside Australia by prepaid airmail;
- (d) sent by facsimile to the party's current numbers for service; or
- (e) sent by electronic mail to the party's electronic mail address.

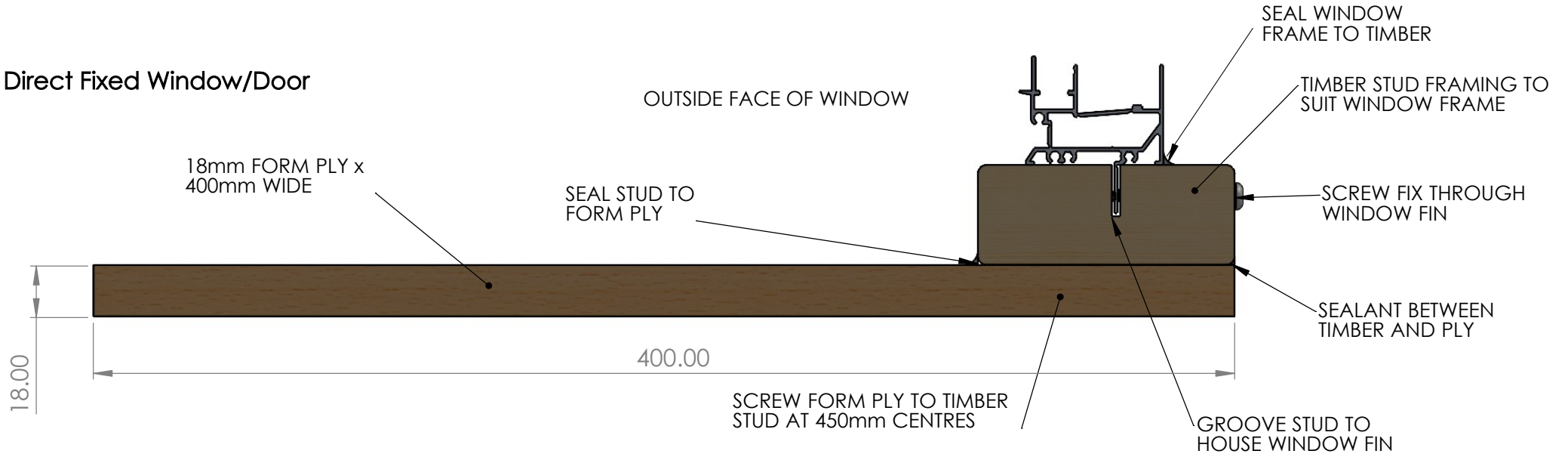
### **41.3** Time

If a notice is sent or delivered in the manner provided in subclause 42.2 it must be treated as given to or received by the addressee in the case of:

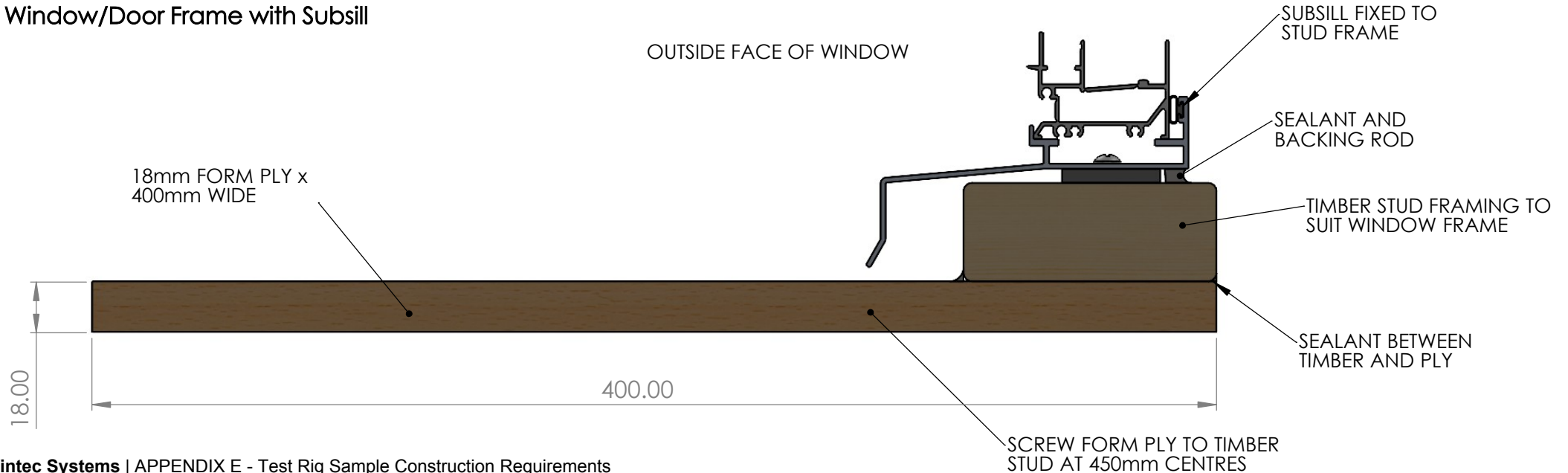
- (a) delivery in person, when delivered;
- (b) delivery by post:
  - (i) in Australia to an Australian address, the third Business Day after posting; or
  - (ii) in any other case, on the tenth Business Day after posting;
- (c) facsimile, when a transmission report being printed by the sender's facsimile machine stating that the document has been sent to the recipient's facsimile number; or
- (d) electronic mail, when the sender's computer reports that the message has been delivered to the electronic mail address of the addressee,

but if delivery is made after 5.00pm on a Business Day it must be treated as received on the next Business Day in that place.

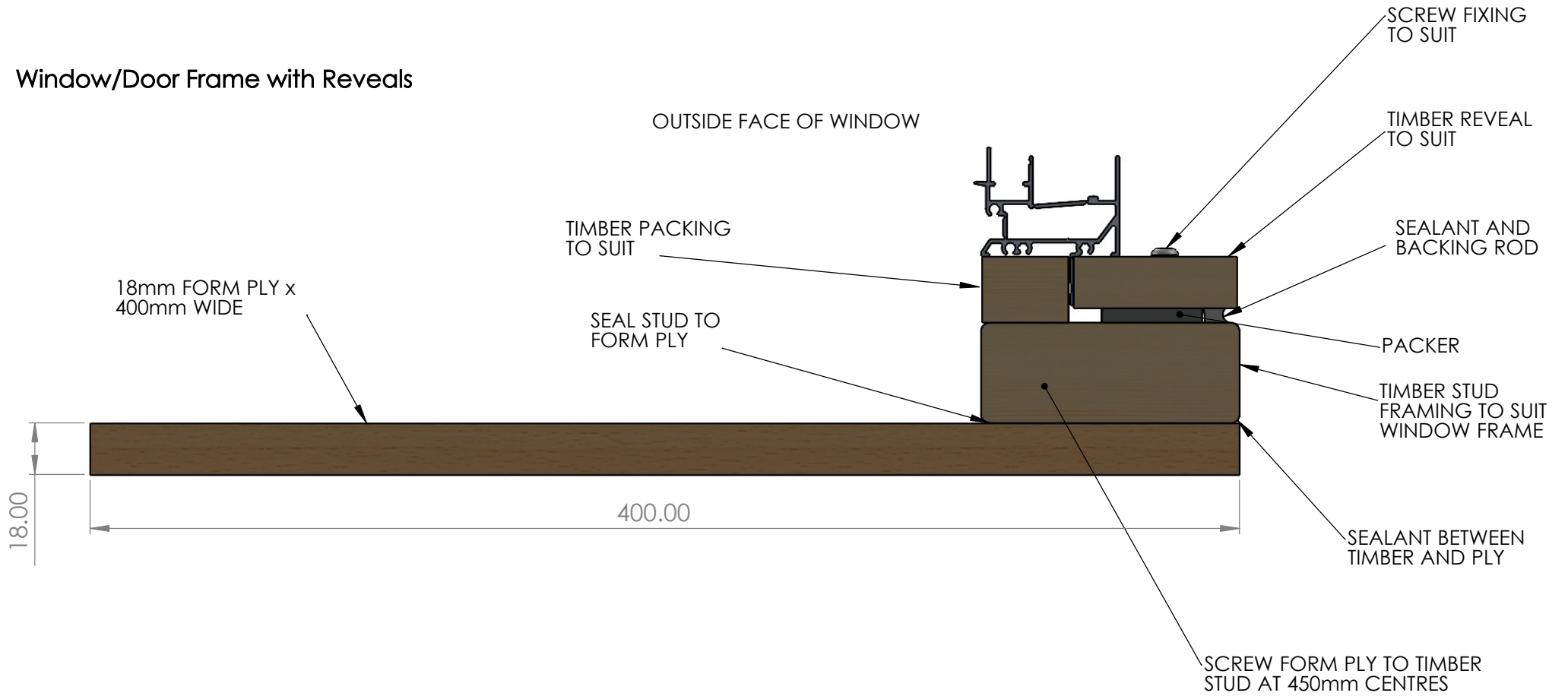
Direct Fixed Window/Door



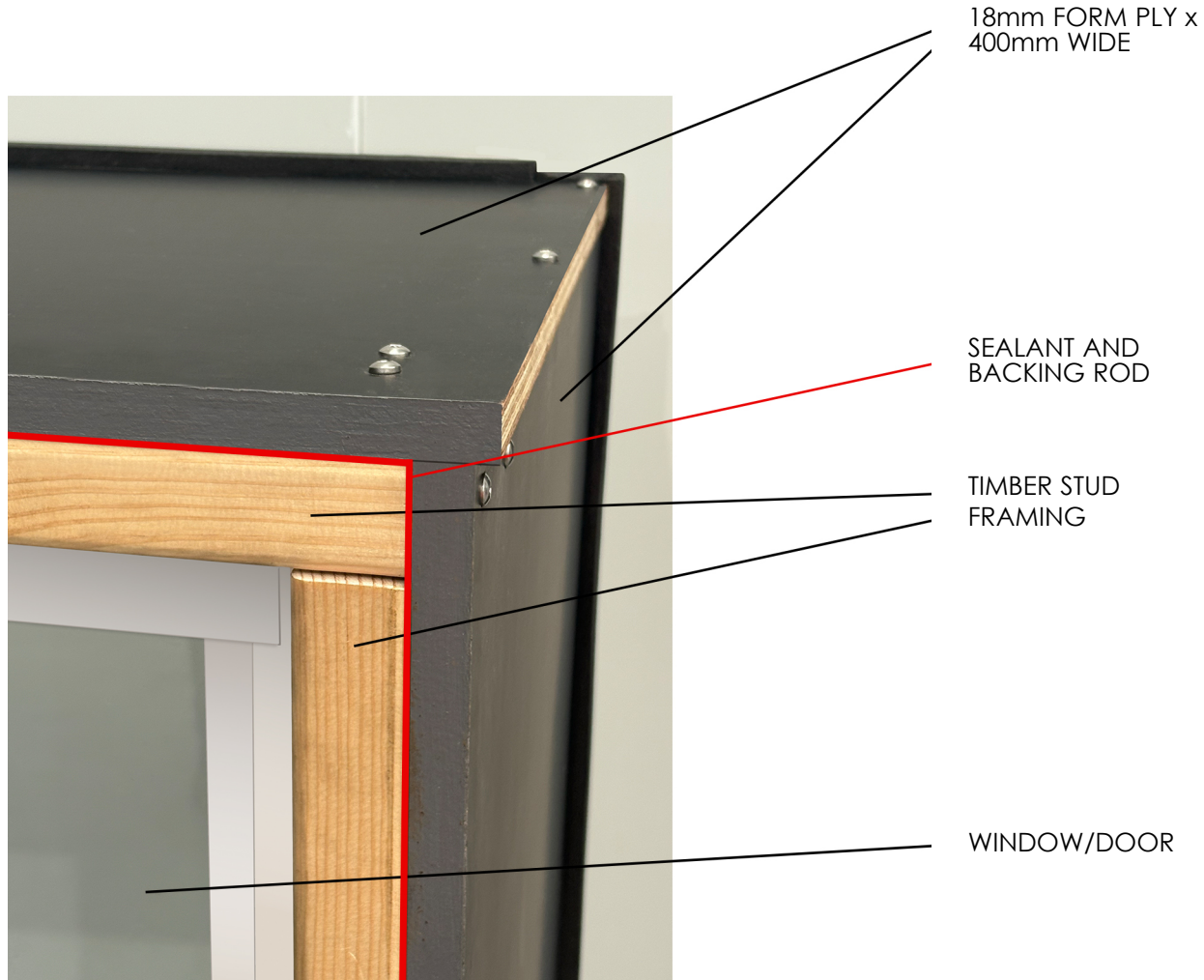
Window/Door Frame with Subsill



Window/Door Frame with Reveals



Direct Fixed Window/Door Example



## Appendix F

# Test Sample Loading and Transport Requirements

## Safe Loading Instructions for Delivery and Site Unloading

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### 1. Purpose

These instructions establish the minimum requirements for customers, manufacturers, and transport operators to ensure windows are:

- Safely loaded and restrained for transport
- Protected from damage during transit
- Able to be safely unloaded at site using available equipment and manual handling limits

### 2. General Requirements

Thank you for considering ProtectorAI's Wintec Systems, a NATA accredited Window & Door Testing Laboratory, for your product testing requirements. Designed as a service to the industry, this testing facility aims to enhance window and door product design and performance through:

All windows supplied to site must be:

- Stable during transport
- Accessible for unloading
- Properly restrained
- Identifiable and labelled
- Loaded in a sequence that allows safe removal

Windows must NOT require:

- Unsafe manual lifting
- Climbing onto loads
- Entering unstable load zones
- Removal of multiple units to access a single window

## 3. Approved Delivery Methods

### 3.1 Palletised Deliveries

Where possible, windows should be:

- Delivered on forklift-compatible pallets
- Secured to pallets using straps and protective packing
- Loaded to allow direct forklift access from either side

#### Pallet Requirements

Pallets must:

- Be structurally sound
- Support the full weight of windows
- Allow full fork tine entry
- Remain stable when lifted

Loading Requirements:

- Windows should be evenly distributed
- Heavy units placed at the bottom
- No overhanging loads
- Pallets must not exceed safe transport height

### 3.2 A-Frame Deliveries

Where windows are transported upright:

- Windows must be secured to transport A-frames
- A-frames must be engineered for transport loads
- Windows must remain stable if one restraint is removed

#### A-Frame Requirements

A-frames must:

- Be rated for transported load weight
- Prevent twisting or flexing
- Include designated lifting or forklift access points
- Allow safe sling placement for unloading

## 4. Load Restraint Requirements

All loads must comply with applicable transport load restraint regulations.

Restraints Must:

- Prevent movement during braking, cornering, and vibration
- Be applied without damaging glass or frames
- Be progressively removable during unloading

## Prohibited Practices

Do NOT:

- Over-tighten straps against glass
- Cross-stack loose windows without separators
- Use damaged straps or restraints
- Load windows in a manner requiring workers to climb onto loads

## 5. Protection and Packing

Windows must be protected using:

- Edge protectors
- Spacers between glass surfaces
- Soft packing material at contact points
- Weather protection where required

### 5.1 Glass-to-Glass Contact

Direct glass-to-glass contact is prohibited unless specifically designed for by the manufacturer.

## 6. Weight and Handling Information

Each pallet, crate, or transport frame must be clearly labelled with:

- Total weight
- Centre of gravity if uneven
- Number of windows
- Any fragile handling requirements

### 6.1 Individual Window Weights

Where practical, individual windows exceeding:

- 20 kg (single-person handling)
- 40 kg (two-person handling)

must be individually marked.

## 7. Unloading Access Requirements

Loads must be arranged so that:

- Forklift tines can safely engage pallets or frames
- Lifting slings can be attached without entering crush zones
- Windows can be removed sequentially without destabilising remaining load

### 7.1 Clearance Requirements

Provide sufficient clearance:

- Between restraints and glass

- Around lifting points
- Around pallets for forklift access

## 8. Delivery Sequencing

Where multiple window types are delivered:

- Larger/heavier units should be accessible first
- Installation sequence should be considered where practical
- Mixed unstable loads should be avoided

## 9. Site Communication Requirements

Prior to dispatch, supplier or transport provider must notify site of:

- Estimated arrival time
- Delivery method (pallet or A-frame)
- Heaviest unit weight
- Special lifting requirements
- Any oversized or non-standard units

## 10. Unsafe Deliveries

Site reserves the right to refuse unloading where:

- Loads are unstable
- Forklift access is obstructed
- Windows are inadequately restrained
- Load configuration creates manual handling risks
- Safe unloading cannot be achieved using available equipment

## 11. Supplier Responsibilities

The supplier and transport provider are responsible for ensuring:

- Loads are transport compliant
- Packaging is suitable
- Restraints are correctly applied
- Windows arrive in a condition that permits safe unloading

## 12. Key Safety Requirements Summary

Suppliers Must Ensure:

- Forklift-compatible loading
- Stable pallets or A-frames
- Safe sling access
- Clearly labelled weights

- Progressive restraint removal
- No unsafe manual handling required during unloading

## 13. Recommended Best Practice

Preferred delivery method:

1. Palletised windows suitable for direct forklift unloading
2. Certified transport A-frames with engineered lifting points
3. Minimal manual handling during unloading operations

Mechanical handling should always be prioritised over manual lifting wherever practicable.