

PANDROL



Trading Terms and Conditions for Sale of Goods

RAILTECH AUSTRALIA LIMITED

ACN.: 003 043 034

Issue 01

Partners in excellence



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Terms and conditions for sale of goods

The terms and conditions set out below will apply to credit extended by Railtech Australia Limited (**Terms & Conditions**) to the Customer and the signed Application will be evidence of the Customer's agreement to these Terms & Conditions.

1.1 Definitions

1.1.1 **Application** means the Credit Application completed and signed by the Customer and accepted by the Seller including the terms of any guarantee;

1.1.2 **Customer** means the Applicant (or any person acting on behalf of and with the authority of the Applicant) as described on the Application or any other form as provided by the Seller to the Customer and any person acting on behalf of and with the authority of the Customer;

1.1.3 **Goods** mean all Goods supplied by the Seller to the Customer and as described on any invoice, quotation, work authorisation or any other form as provided by the Seller to the Customer (and where the context permits includes supply of Services);

1.1.4 **Guarantor** means the person (or persons) who agree to be liable for the debts of the Customer on a principal debtor basis as set out in the Application;

1.1.5 **parties** means the Customer, the Seller or the Guarantor and party means any of them;

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

1.1.7 **PPSR** means the Personal Property Securities Register;

1.1.8 **Price** means the Price payable for the Goods and/or Services as agreed between the Seller and the Customer in accordance with these Terms & Conditions;

1.1.9 **Quotation** means any quotation for Goods and Services provided by the Seller to the Customer in accordance with these Terms & Conditions;

1.1.10 **Seller** means Railtech Australia Limited and its successors and assigns; and

1.1.11 **Services** means all services supplied by the Seller to the Customer and includes any advice or recommendations of the Seller (and where the context permits includes supply of Goods).

1.2 Acceptance

1.2.1 The Customer acknowledges that the supply of Goods and Services on credit will not take effect until the Customer has completed the Application and it has been approved with a credit limit.

1.2.2 In the event that any supply of Goods and Services request exceeds the Customer's approved credit limit, the Seller reserves the right to refuse delivery or provision of the Goods and Services.

1.2.3 Any instructions received by the Seller from the Customer for the supply of Goods and Services and/or the Customer's acceptance of Goods and Services supplied by the Seller will constitute acceptance of the Terms & Conditions.



1.2.4 Where more than one (1) Customer has entered into these Terms & Conditions, the Customers will be jointly and severally liable for all payments of the Price and any other monies payable by the Customer pursuant to the Terms & Conditions.

1.2.5 Upon acceptance of the Terms & Conditions by the Customer, the Terms & Conditions are binding and can only be amended with the written consent of the Seller or as set out in these Terms & Conditions.

1.2.6 The Customer will give the Seller not less than 14 days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's details (including but not limited to name, address, facsimile number, business practice). The Customer will be liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause.

1.2.7 Goods and Services are supplied by the Seller only on the Terms & Conditions to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these Terms & Conditions.

1.3 Quotations and Orders

1.3.1 Any Quotation provided by the Seller is not an offer or obligation to sell but an invitation to treat only.

1.3.2 A Quotation is open for acceptance within the period stated in the quotation or within 7 days of the date of the quotation if no period is specified.

1.3.3 A Quotation is only valid for the country of destination for the Goods as specified in the Quotation or for delivery in Australia where no country is specified.

1.3.4 The Seller reserves the right to accept or reject any order it receives. Until the Seller accepts in writing any order submitted, the Seller is not obliged to provide any Goods or Services.

1.3.5 If an order is accepted by the Seller for Goods or Services, and the Customer cancels the order after the date that the order was accepted by the Seller, the Customer will forfeit any deposit paid for that order and the provisions of clause 15.2 will apply.

1.3.6 If the Customer defaults under these Terms & Conditions, the Seller may cancel, suspend or vary the terms and conditions of any incomplete order that has been accepted by the Seller without notice to the Customer and without being liable to the Customer.

1.3.7 The Seller is not responsible to the Customer for a breach of its obligation to supply the Goods or Services pursuant to an order the Seller has accepted, or for any delay in delivery, if the failure or delay is caused by matters beyond the reasonable control of the Seller (including but not limited to acts of God, acts of government, war or other hostility, national or international disaster, fire, explosion, power failure, equipment failure, strike or lockout, inability to obtain necessary supplies and any other force majeure occurrence).

1.4 Price and Payment

1.4.1 At the Seller's sole discretion the Price will be either:

1.4.2 The Seller may request payment by the Customer of a non-refundable deposit prior to the supply or delivery of the Goods and Services.

1.4.3 The Seller may, in its sole discretion, require payment of the Price by the Customer either prior to or on delivery of the Goods and Services.

1.4.4 Time for payment for the Goods and Services will be of the essence and will be as stated on the invoice for the supply of the Goods by the Seller to the Customer. If no time is stated on an invoice, payment will be strictly 30 days following the date of invoice.



1.4.5 Where there is a delay in the Seller completing the supply of Goods or Services, the Seller is entitled to request a progress payment from the Customer on completion of the part of the Goods or Services undertaken.

1.4.6 Payment of the Price must be made by cash, bank cheque, credit card, direct credit, or by any other method as agreed to between the Customer and the Seller.

1.4.7 Unless otherwise stated, GST and other taxes and duties (import, customs and otherwise) that may be applicable will be added to the Price except when they are expressly included in the Price.

- a. as indicated on invoices provided by the Seller to the Customer in respect of Goods and Services supplied; or
- b. the Seller's price at the date of delivery of the Goods and Services according to the Seller's current Price list; or
- c. the Seller's quoted Price on its Quotation which shall be binding upon the Seller provided that the Customer accepts the Quotation within the time period stated in the Quotation or within 7 days of the date of the quotation, if no period is specified.

1.5 Goods

1.5.1 Delivery of the Goods will take place when the Seller delivers the Goods to the Seller's or Customer's nominated carrier for transport to the Customer. In the event that the Customer is unable to take delivery of the Goods as arranged, the Seller will be entitled to charge a reasonable fee for redelivery and/or storage of the Goods.

1.5.2 The costs of delivery are not included in the Price and will be advised to the Customer prior to delivery.

1.5.3 Notwithstanding clause 5.2 the cost of any special packing and/or materials used by the Seller for the transportation of the Goods will be to the cost of the Customer (even if not specified on any Quotation).

1.5.4 Delivery of the Goods to a third party nominated by the Customer or the Seller is deemed to be delivery to the Customer for the purposes of these Terms & Conditions.

1.5.5 The Seller may, in its sole discretion, deliver the Goods by separate instalments notwithstanding that the Customer has nominated its own carrier for transportation of the Goods.

1.5.6 Where the Customer expressly requests the Seller to deliver the Goods to an unattended location, such Goods will be left at the nominated location at the Customer's sole risk.

1.5.7 The failure of the Seller to deliver the Goods will not entitle either party to treat these Terms & Conditions as repudiated.

1.5.8 The Seller will not be liable for any loss or damage due to failure by the Seller to deliver any of the Goods promptly or at all as a result of circumstances beyond the control of Seller.

1.5.9 Any third party carrier engaged to carry the Goods is deemed to be an agent of the Customer regardless of whether such carrier has been engaged the Seller.

1.6 Title

1.6.1 Ownership of the Goods will not pass until the Customer has paid the Seller all amounts owing for the Goods and the Customer has met all other obligations due by the Customer to the Seller in respect of all contracts or arrangements between the Seller and the Customer.

1.6.2 The Seller's title or rights in the Goods will continue until any form of full payment made by the Customer has been received, honoured, cleared or acknowledged by the Seller.

1.6.3 The parties acknowledge and agree as follows:

- a. where practicable the Goods will be kept separate and identifiable until the Seller has received payment and all other obligations of the Customer are met;
- b. until such time as ownership of the Goods passes from the Seller to the Customer, the Seller may give notice in writing to the Customer to return the Goods or any of them to the Seller. Upon such notice, the rights of the Customer to obtain ownership or any other interest in the Goods will cease;
- c. the Seller will have the right of stopping the Goods in transit whether or not delivery has been made;
- d. if the Customer fails to return the Goods to the Seller, the Seller (or its agent) may (as the invitee of the Customer) enter upon and into any land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated and take possession of the Goods;
- e. the Customer is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Customer will hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Customer owes to the Seller for the Goods, on trust for the Seller;
- f. the Customer will not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller;
- g. the Seller may issue proceedings to recover the Price of the Goods sold notwithstanding that title to the Goods may not have passed to the Customer; and
- h. until such time as ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that Seller will be the owner of the end products.

1.7 Risk

1.7.1 Notwithstanding clause 6, all risk in the Goods passes to the Customer on delivery of the Goods in accordance with these Terms & Conditions.

1.7.2 If any of the Goods are damaged or destroyed following delivery but prior to title passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The Customer will be liable for any claim processing fee.

1.7.3 The production of these Terms & Conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

1.8 Competition and Consumer Act 2010 (Cth) (CCA)

1.8.1 Subject to the Seller's statutory obligations under the CCA the following provisions in this clause apply.

1.8.2 The Seller's liability for a breach of a condition or warranty implied by Pt 3–2 Div 1 of the CCA is limited to:

- a. in the case of goods, any one (1) or more of the following: the replacement of the Goods or the supply of equivalent goods; the repair of the Goods; the payment of the cost of replacing the Goods or of acquiring equivalent goods; the payment of the cost of having the Goods repaired; or
- b. in the case of services: the supplying of the services again; or the payment of the cost of having the services supplied again.

1.8.3 Subject to the Seller's statutory obligations under the CCA and except as provided in these Terms & Conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded.

1.8.4 The Seller is not liable to the Customer in any respect:

- a. for any physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of any Good or arising out of negligence or in any way whatsoever;
- b. failure by the Customer to properly rotate, store and maintain Goods in stock;

- c. failure by the Customer to retain adequately trained subcontractors, agents or employees to properly install the Goods;
- d. excessive weight being placed upon the installed Goods;
- e. use of the Goods in a manner for which they were not designed;
- f. failure of the Customer to follow current work instructions or procedures as published by the Seller on its website; and
- g. failure of the Customer to ensure that the gas quality meets recommended standard.

1.8.5 The Seller's liability under s274 of the CCA is expressly limited to a liability to pay the Customer an amount equal to: the cost of replacing the Goods; the cost of obtaining equivalent Goods; or the cost of having the Goods repaired, whichever is the lowest amount.

1.9 PPSA

1.9.1 In this clause: financing statement, financing change statement and security interest have the meaning given to it by the PPSA; security agreement means the security agreement under the PPSA created between the Customer and the Seller by these Terms & Conditions.

1.9.2 The Customer acknowledges and agrees that these Terms & Conditions constitute a security agreement for the purposes of the PPSA and create a security interest in all Goods previously supplied and to be supplied in the future by the Seller to the Customer.

1.9.3 The Customer undertakes to:

- a. promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to:
 - i. register a financing statement or financing change statement in relation to a security interest;
 - ii. register any other document required to be registered by the PPSA; or
 - iii. correct a defect in any statement
- b. indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the PPSR or releasing any Goods charged thereby;
- c. not register a financing change statement in respect of a security interest without the prior written consent of the Seller;
- d. not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Seller; and
- e. immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

1.9.4 The Seller and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these Terms & Conditions.

1.9.5 The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA and the Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

1.9.6 Unless otherwise agreed to in writing by the Seller, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.

1.9.7 The Customer will unconditionally ratify any actions taken by this Seller under this clause.

1.9.8 The Customer must not register a security interest over the Seller without its prior consent.

1.10 Warranties

1.10.1 To the extent permitted by law, the Seller does not warrant the following:

- a. any of the Goods that are not manufactured by the Seller, and in such case the Customer will only have the benefit of the warranty (if any) of the manufacturer of those Goods which forms part of the contract between the Seller and the manufacturer; or
- b. defects or deterioration which, in the opinion of the Seller, have been caused by careless or improper handling, negligence, misuse, non-adherence to operating, cleaning, care or maintenance instructions, alterations or repairs carried out by anyone other than the Seller's authorised representatives, or by fair wear and tear (and any of the other matters referred to in clause 1.8).

1.10.2 The Customer acknowledges and agrees that they have had the opportunity to review the variety of Goods offered by the Seller together with their specifications and quality and that, unless specifically stated otherwise, that the Good is fit for use. The Seller will not be liable to the Customer in any way for any costs, damage or loss of any kind whatsoever (including, without limitation, liability for direct, indirect, special or consequential loss or damage) incurred or sustained by the Customer or any third party arising from or in connection with the Goods and any damage caused.

1.10.3 Where Regulation 90 of the Australian Consumer Law applies in respect of any warranty for defects, the Customer can, at its cost, contact the Seller at 52 Lysaght Street, Acacia Ridge Qld 4110, on +61 7 3344 5444 or on email at sales@railtech.com.au and provide the Seller with details of the Good, a description of the defect, the Customer's details and proof of purchase. The Seller will then process and advise the Customer on its claim in a timely manner. The Seller will make, at its own discretion, an election to either replace or repair the Goods.

1.10.4 The Seller does not have to repair or replace a Good under a warranty of the Seller if the Good has been modified, disassembled, misused, improperly or inappropriately installed, operated or repaired, abused, damaged or not maintained in accordance with the manufacturer's instructions.

1.10.5 Where applicable: The Seller's goods come with guarantees that cannot be excluded under the Australia Consumer Law. You are entitled to a replacement or refund for major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does amount to a major failure. The benefits under the warranty are in addition to other rights you may have at law.

1.10.6 For the purpose of making any claim under this clause, the Customer must:

- a. immediately upon becoming aware of circumstances giving rise to a claim, notify the Seller in writing setting out full details of the claim;
- b. provide the Seller with proof of purchase of the Goods in relation to its claim; and
- c. allow the Seller, its employees and/or agents full and free access to the Goods in relation to which the claim is made and to the place where the Goods are located for the purpose of conducting any inspection and tests that the Seller may in its absolute discretion consider necessary to determine whether the claim is justified or not.

1.10.7 Where a Good or any part of a Good is not manufactured by the Seller, the Seller will use all reasonable endeavours to assign to the Customer the benefit of any warranty in respect of that part of the Good.

1.10.8 Any warranty of the Seller cannot be assigned or transferred to any third party.

1.10.9 This clause must be read in conjunction with any warranty statement provide by the Seller in respect of the Goods and Services.

1.11 Defects

1.11.1 The Customer shall inspect the Goods on delivery and shall within 7 days of delivery (time being of the essence) notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or Quotation.

1.11.2 The Customer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way.

1.11.3 If the Customer shall fail to comply with this clause the Goods shall be presumed to be free from any defect or damage.

1.11.4 For defective Goods, which the Seller has agreed in writing that the Customer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods except where the Customer has acquired Goods as a consumer within the meaning of the CCA or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods (as set out in clause 1.8).

1.12 Returns

1.12.1 A Return of a Good will only be accepted provided that:

1.12.2 The Seller will not be liable for Goods which have not been stored/used in a proper manner.

1.12.3 The Seller will not accept the return of Goods for credit.

1.12.4 Non-stocklist items or Goods made to the Customer's specifications are not acceptable for credit or return.

1.12.5 The Customer may incur a handling fee of 10% of the value of the returned Goods on return.

- a. the Customer has complied with the Terms & Conditions; and
- b. the Seller has agreed in writing to accept the return of the Goods; and
- c. the Goods are returned at the Customer's cost within 7 days of delivery; and
- d. the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

1.13 Specifications, Drawings & Designs

1.13.1 All specifications, drawings and particulars of weights and dimensions for Goods submitted by the Customer or to the Seller are approximate only and any deviation shall not constitute a shortage or defect entitling the Customer to any claim.

1.13.2 Where specifications, drawings or other particulars are supplied by the Customer, the Quotation is an estimate only based on estimates of quantities required. If any adjustments in quantities as set out in a quotation is required, any increase in Price shall be payable by the Customer.

1.13.3 The Seller may modify or alter the design and construction of the Goods to incorporate improvements or to substitute material equal or superior to that originally specified.

1.13.4 Any specifications, drawings, descriptions, illustrations or other particulars are provided to the Seller by the Customer according to the Customer's design or specifications or developed for the Customer shall be held by the Seller at the Seller's disposal and will not be disclosed or furnished to any other person, firm or government.

1.13.5 The Customer must keep confidential all information, data, drawings, specifications, and documentation which are disclosed to, or obtained by, the Customer from the Seller in relation to the Goods.



1.13.6 All descriptions, illustrations and performances relating to Goods, which are contained in the Seller's catalogues, price lists and other advertising matter do not form part of these Terms & Conditions.

1.14 Default

1.14.1 Interest on overdue invoices will accrue daily from the date when payment becomes due, until the date of payment, at a rate of 18% per annum (and at the Seller's sole discretion such interest will compound monthly) after as well as before any judgment.

1.14.2 In the event that the Customer's payment is dishonoured for any reason, the Customer will be liable for any dishonour fees incurred by the Seller.

1.14.3 If the Customer defaults in payment of any invoice when due, the Customer will indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and Seller's collection agency costs (if permissible by law). If any account remains overdue after 3 days then an amount of the greater of \$50.00 or 10% of the amount overdue (up to a maximum of \$250.00) shall be levied for administration fees which sum shall become immediately due and payable by the Customer.

1.14.4 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment) the Seller may suspend or terminate the supply of Goods and Services to the Customer and any of its other obligations under the Terms & Conditions, resell or dispose of the Goods. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause.

1.14.5 Without prejudice to the Seller's other remedies at law, the Seller will be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Seller will, whether or not due for payment, become immediately payable in the event that:

1.14.6 In the event that the Seller retains possession or control of the Goods, payment of the Price is due to the Seller and the Seller has made demand in writing of the Customer for payment of the Price in terms of these Terms & Conditions and the Seller has not received the Price, then, whether title in the Goods has passed to the Customer or has remained with the Seller, the Seller may dispose of the Goods and may claim from the Customer the loss to the Seller on such disposal.

- a. any money payable by the Customer to the Seller becomes overdue, or in the Seller's opinion, the Customer will be unable to meet its payments as they fall due; or
- b. the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- c. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

1.15 Cancellation

1.15.1 The Seller may cancel any order to which these Terms & Conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Seller will repay to the Customer any sums paid in respect of the Price. The Seller will not be liable for any loss or damage incurred by the Customer howsoever arising from such cancellation.

1.15.2 In the event that the Customer cancels delivery of Goods, the Customer will be liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.

1.15.3 Cancellation of orders for Goods made to the Customer's specifications or non-stocklist items will not be accepted, once production has commenced.



1.16 Privacy Act 1988 (Cth)

1.16.1 The Customer and the Guarantors (in this clause referred to as the Customer) agree for the Seller to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by the Seller.

1.16.2 The Customer agrees that the Seller may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- a. to assess an Application; and/or
- b. to notify other credit providers of a default by the Customer; and/or
- c. to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- d. to assess the creditworthiness of the Customer.

1.16.3 The Customer understands and agrees that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988 (Cth).

1.16.4 The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988 (Cth)).

1.16.5 The Customer agrees that personal credit information provided may be used and retained by the Seller for the following purposes (and for other purposes as will be agreed between the Customer and the Seller or required by law from time to time):

- a. the provision of Goods and Services;
- b. the marketing of Goods and Services by the Seller, its agents or distributors;
- c. analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods and Services;
- d. processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
- e. enabling the daily operation of the Customer's account and/or the collection of amounts outstanding in relation to the Goods and Services.

1.16.6 The Seller may give information about the Customer to a credit reporting agency to obtain a consumer credit report about the Customer and/or to allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

16.7 The information given to the credit reporting agency may include:

- a. personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- b. details concerning the Customer's application for credit and the amount requested;
- c. advice that the Seller is a current credit provider to the Customer;
- d. advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than 60 days, and for which debt collection action has been started;
- e. that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- f. information that, in the opinion of the Seller, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customer's credit obligations);
- g. advice that cheques drawn by the Customer for \$100 or more, have been dishonoured more than once;



h. that credit provided to the Customer by the Seller has been paid or otherwise discharged.

1.17 General

1.17.1 If any provision of these Terms & Conditions will be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

1.17.2 If any provisions of these Terms & Conditions are inconsistent with the PPSA, the PPSA will prevail to the extent of that inconsistency.

1.17.3 These Terms & Conditions and any contract to which they apply will be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.

1.17.4 To the extent permitted by law:

- a. The Seller will be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these Terms & Conditions;
- b. In the event of any breach of this contract by the Seller the remedies of the Customer will be limited to damages which under no circumstances will exceed the Price of the Goods.

1.17.5 The Customer will not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute.

1.17.6 The Seller may license or sub-contract all or any part of its rights and obligations.

1.17.7 The Customer agrees that the Seller may review these Terms & Conditions at any time. If, following any such review, there is to be any change to these Terms & Conditions, then that change will take effect from the date on which the Seller notifies the Customer of such change. The Customer will be under no obligation to accept such changes except where the Seller supplies further Goods or Services to the Customer and the Customer accepts such Goods or Services.

1.17.8 Neither party will be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond their reasonable control.

1.17.9 The failure by the Seller to enforce any provision of these Terms & Conditions will not be treated as a waiver of that provision, nor will it affect the Seller's right to subsequently enforce that provision.

1.17.10 Where the Seller has designed or drawn Goods for the Customer, then the copyright in those designs and drawings shall remain vested in the Seller, and shall only be used by the Customer with the Seller's consent. The Seller may use any documents, designs, drawings for Goods created by Seller for the purposes of advertising or marketing by the Seller.

1.17.11 The Customer must complete a new Application in the event the Customer requires any increase in its credit limit.

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Find out more at

pandrol.com

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