

APPLICATION FOR TRADING TERMS

Trading term accounts are available to credit-worthy customers who expect to trade at least \$2,000 each month with Weathertex.

- Do not complete this application for trading terms unless you understand and agree to the Terms of Sale.
- Please note. Breaching these terms can have serious legal and financial consequences for the applicant business, its directors, partners or proprietors.

In this application 'you', 'yours' and 'purchaser' mean the individual, partnership, or corporation herein applying to Weathertex for trading terms. 'We', 'us' and 'Weathertex' mean Weathertex Pty Ltd ABN 67 084 713 986.

Terms of Trade

By applying for trading terms with Weathertex, you agree that –

You will settle your account within 30 days. We must receive your payment by the last working day of the month after the month of invoice. We must agree any variation in writing.

We own the products until they are paid for. Products supplied to you remain our property until we receive payment for all amounts you owe to us. If your account is in default we have the right to enter your premises (or the premises of any associate or agent of yours) to retake possession of the products, without liability for trespass or damage. If you resell the products, or if you sell goods manufactured using some or all of the products, then you must keep the proceeds of the sale in a separate, identifiable account until we have been paid in full.

You are liable for debt collection and legal cost. You must pay any dishonoured cheque fees associated with cheques received by us in payment of your account. You must pay any collection, legal or other costs we directly or indirectly incur if your account is in default.

You will tell us if your details change. You must tell us in writing if there is any change to the details given on your application for trading terms.

We may withdraw trading terms at any time. We may withdraw your trading terms, withhold supply, or put your account on hold, at any time and without prior notice.

We may assign our rights. We may assign any and all of our rights under this agreement.

We may change these terms. We may change the terms of trade if we give you written notice of the change.

The account may be closed. Your account may be closed by you or us by written notice. Your account will be closed without notice if you do not use it for 12 months. You must settle any outstanding amounts at the time your account is closed.

Terms of Sale

By ordering products from Weathertex, you agree that –

The price will be the price current at the time of delivery plus freight and handling unless otherwise agreed by us in writing. Products are at your risk from the moment of delivery.

Factory Warranties

1. Weathertex warrants that the Products supplied are and will be of first quality, free from any defects in material, design and workmanship, in conformity with the technical specifications laid down in the Weathertex technical information and fit for their intended purpose as detailed in Weathertex published materials. Weathertex technical information and other published materials, including installation manuals, fact sheets and project sheets are available upon request and on the Weathertex website, www.weathertex.com.au.
2. Weathertex further warrants that the Products will not rot, split or crack in service for a period of 25 (twenty-five) years from date of delivery to the Purchaser. This further warranty applies only where the Products are used in buildings as defined in the Building Code of Australia (BCA), Class 1 to 10a inclusive, but does not apply where the Products are used in other circumstances, including the uses referred to in BCA Class 10b or miscellaneous uses not covered by the BCA (or equivalent in other countries).
3. The remedies provided by Weathertex for a breach of either of the warranties provided in clauses 1 and 2 are limited to Weathertex replacing the Products, subject to such replacement Products being available in the manufacturing inventory at the time the claim is accepted by Weathertex. Otherwise Weathertex will provide such replacement Products when they become available. The Purchaser is not entitled to any other remedy with respect to a warranty claim.
4. The warranties provided in clauses 1 and 2 are only available to the Original Purchaser who provides Weathertex with proof of purchase and who makes the claim in writing within 30 days from when the defect should have become apparent.
5. Weathertex will not be under any liability in respect of defects claimed under a warranty claim under clause 1 and 2 if: the Products are not used or maintained in accordance with applicable instructions and/or specifications, including installation, site conditions, provided by Weathertex; the building in which the Products are installed does not comply with all relevant building codes and regulations; the Purchaser has not complied with any service instructions which Weathertex may give or any subsequent request as to a modification of the Products which Weathertex may make from time to time in writing; the defect is caused by the use of materials or parts not supplied, nor recommended, nor approved by Weathertex; the Products are not maintained, prepared or installed by authorised installation contractors in circumstances where Weathertex has directed the Purchaser to ensure that the Products are maintained, prepared or installed by such authorised installation contractors; the repair or replacement has been required as a result of normal wear and tear or necessitated in whole or in part by the fault or negligence of any person other than Weathertex.
6. Where an approved claim requires re-coating of Products the Purchaser acknowledges and agrees to accept minor colour variations between the existing or original colour and the re-coated replacement Products.

Statutory Warranties

7. If Weathertex breaches a Statutory Warranty on supplying any goods, Weathertex will do either of the following (as chosen by Weathertex): repair or replace the goods, or pay the costs of repairing or replacing the goods (the Remedies). The Purchaser acknowledges and agrees Weathertex's liability in respect of a breach of a Statutory Warranty is limited to the Remedies. In this clause 5 and clauses 6 to 8, "goods" means the Products or any other goods supplied by Weathertex to the Purchaser whether under this Agreement or otherwise. In this clause 5 and clause 6, "Statutory Warranty" means any warranty, term, condition or provision which; is implied by law into contracts for the supply of services or goods and where such laws prohibit the exclusion, restriction or modification of them; or applies to the supply of any goods under this Agreement.
8. The parties confirm and acknowledge that certain Statutory Warranties permit the supplier of goods to limit its liability for a breach arising in the supply of the goods. The limitation of liability in clause 5 applies in relation to Statutory Warranties which the Supplier is entitled to limit in this way.
9. Except as provided in this agreement Weathertex will not be liable to the Purchaser in respect of any loss or damage (including consequential loss or damage), which may be suffered or incurred by the Purchaser or which may arise directly or indirectly in respect of or as a consequence of the supply of any goods under this Agreement, or the failure or admission on the part of Weathertex to comply with its obligations under this agreement.
10. Except as provided in this agreement all terms, warranties and conditions whether express, implied, statutory or otherwise, relating to the subject matter of this agreement or to this agreement generally are excluded. To the fullest extent permitted by law, all terms, conditions and warranties, statutory or otherwise, not expressly provided in these terms of sale, are excluded. Nothing herein contained excludes or modifies rights the Purchaser has under the Trade Practices Act.

Delivery

Any advice we give about the date of intended delivery is given subject to the products being available and our having the ability to effect delivery on that date.

You indemnify us and our carrier against any claim for damages resulting from the entry of the carrier's vehicle onto the delivery site.

Claims

We will consider a claim for credit only if the claim relates to either:

- an error on our part in invoicing, or
- significant defects or damage to the products delivered.

PROVIDED you tell us about your claim by phone within 48 hours of delivery and in writing within seven days and the products have not been removed from the protective packaging other than what was necessary to inspect them.

We will not be liable for any loss or damage you suffer as a result of our failure or delay in delivering products to you.

Cancellation of Orders

Written applications for cancellation of orders will be considered on a case by case basis. Where we have not prepared an order no handling fee will be charged. Where an order has been prepared for delivery but remains at our factory, no handling fee will be charged. Where the order has left our factory, the application will be treated as a return.

Returns

We are under no obligation to accept returns of products that have left our factory or been delivered. Written applications for returns will be considered on a case by case basis. Where approved by us, returns will be subject to a 20% delivery and handling fee. No credit will be made to your account in circumstances where the products returned to our factory are damaged in any way.

Warning

This is a reconstituted wood product made from wood and wax. Exposure to wood dust may cause irritation to eyes, respiratory system and skin and may cause sensitisation by inhalation resulting in asthma, and by skin contact resulting in dermatitis. In addition inhalation of wood dust may even cause cancer. Worksafe Australia has established Exposure Standards for wood dust, based on its known health effects. Levels of wood dust must be kept below these Exposure Standards.

Wood products should be handled in accordance with safe work practices to minimise exposure to dust generated before cutting and machining. To assist in this, work and storage areas must be well ventilated and kept clean. Sawing, sanding and routing equipment should be fitted with dust extractors. Wearing a dust mask conforming with Australian Standard AS / NZS 1715 and AS / NZS 1716 and eye protection conforming with AS / NZS 1337 is recommended and is essential if dust levels exceed Worksafe Australia Exposure Standards. When handling, working or cleaning up, wear protective clothing and gloves. Wash skin and clothing afterwards.

Offcuts, shavings and dust should be disposed of in a manner which avoids the generation of dust, and in accordance with the requirements of local waste disposal authorities.

Essential health hazard information specifying precautions for use and safe handling information is provided in the Weathertex Material Safety Data Sheet ("MSDS"). The MSDS is available upon request and on the Weathertex website, www.weathertex.com.au.

Storage

Weathertex weatherboards should be stored flat, under cover and on timber bearers spaced at maximum centres of 600mm. When storing outside, keep the stack clear of the ground and cover with waterproof materials to prevent water staining.