

STANDARD TERMS AND CONDITIONS OF QUOTATION AND SALE

By accepting the quotation ("the Quote") attached to these "Standard Terms and Conditions", and or the invoice ("the Invoice") attached to these Standard Terms and Conditions, the Buyer agrees with Winya Indigenous Office Furniture Pty Limited (ACN 604 704 065) ("Winya") that the Quotation and / or Invoice are governed by the following terms and conditions:

1. INTERPRETATION

- (a) Any special conditions specified on a Quote or Invoice shall, to the extent they are inconsistent with these terms and conditions, take precedence over these terms and conditions.
- (b) The expression "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.
- (c) All Legal terms have the meaning as prescribed to them in the relevant law. For example GST means Goods and Services Tax as defined in the GST Legislation referred to as New Tax System (Goods And Services TAX) Act 1999 as amended from time to time.
- (d) Any change in law which makes any term in these Terms and Conditions invalid shall mean that these Terms and Conditions are valid by severing such term from these Terms and Conditions.
- (e) Words importing the singular shall include the plural (and vice versa).

2. GOVERNING TERMS AND CONDITIONS

These are the only terms and conditions which are binding upon Winya with the exception of those otherwise agreed in writing by Winya or which are imposed by statute and which cannot be excluded.

3. QUOTATIONS

- (a) Winya may provide a quote to the Buyer for any goods or services at the Buyer's request.
- (b) Such quote shall be accompanied by these Standard Terms and Conditions.
- (c) A quote is valid for thirty (30) days or such other period as specified within the Quote.
- (d) In case there is a significant change, more than +/- 3% in the price of the products, Winya may withdraw the quote and may offer a new quote based on increased / decreased price.
- (e) Winya may re-quote if the validity period has expired or the Quote has been withdrawn.
- (f) If the Buyer sends the Purchase Order after the quotation has expired, Winya may not accept the Order based on expired Quote and may issue another quote.
- (g) A quote is not to be construed as an obligation to sell but merely an invitation to buy the goods and services and no contractual relationship shall arise there from until the Buyer's order has been accepted by Winya in writing.
- (h) The Buyer has a right to negotiate all the Standard Terms and Conditions and such negotiated terms if agreed by Winya will be added as Special Conditions to the Quote / Invoice.
- (i) **Prices specified in a Quote are exclusive of GST and other taxes**, freight and other handling and delivery charges which will be separately quoted / invoiced.
- (k) If Winya is unable to fulfill a quote due to any refusal or unavailability of any product quoted, Winya shall not be liable for any loss incurred by the Buyer.
- (l) Unless agreed to the contrary in writing, Winya reserves the right to supply an alternative brand or substitute product when necessary
- (m) Dimensions, Performance Data and Other Descriptive Details -
 - (1) Photographs, drawings, illustrations, weights, dimensions and any other particulars accompanying, associated with or given in a Quotation, the descriptive literature or a catalogue, are for the purpose of information only and are not part of these Standard Terms and Conditions.
 - (2) Any performance data provided by Winya or a manufacturer is an estimate only and should be construed accordingly.

4. ACCEPTANCE OF QUOTE AND ISSUE OF PURCHASE ORDER

The Buyer shall accept the Quote –

- Within the validity period of the Quote;
- By issuing a Purchase Order in favour of Winya referencing to the Quote number; and
- The description of goods / services should be same on both the Purchase Order and the Quote.

5. RECEIPT AND ACCEPTANCE OF PURCHASE ORDER

On receipt of a Purchase Order, Winya shall inform the Buyer within 48 hours if there is any discrepancy in the description or details of the goods or services from the Quote and the Buyer shall amend the Purchase Order accordingly or inform the Buyer of acceptance of the Order

6. SHIPMENT AND DELIVERY

Upon acceptance of an order Winya shall seek confirmation of the period of shipment or delivery. If any variation has occurred in the quoted period, Winya will notify the Buyer. Unless the Buyer objects in writing within seven (7) days of such notification to the Buyer, the period of shipment or delivery notified to the Buyer shall be the contractual period for shipment or delivery. Winya reserves the right to charge for unusual delivery requests including but not limited to multi storey installations, above first floor with no lift, after hours delivery and couriers and to forward to the Buyer all delivery costs incurred based on delays if not advised within a reasonable timeframe by the Buyer.

7. SUPPLY

Winya shall supply the goods or services as requested in the Purchase Order of the Buyer in a professional and efficient manner. If there is any problem Winya shall inform the Buyer within 48 hours of becoming aware of such problem which might affect the delivery of the goods or services.

8. PART DELIVERIES

Winya may make part deliveries of any order, and each part delivery shall constitute a separate sale of goods or services upon these terms and conditions. A part delivery of an order shall not invalidate the balance of an order. Each Part Delivery may be accompanied with an Invoice for that sale of goods or services.

9. CONTINGENCIES

Any charge, duty, impost, Sales tax or other expenditure which is not applicable at the date of Quote or Invoice but which is subsequently levied upon Winya in relation to the Quote or Invoice as a result of the introduction of any legislation, regulation or governmental policy and if such legislation, regulation or government policy provides for passing of such charge, duty, impost, Sales tax or other expenditure to the Buyer of the goods or services then the following shall apply:

- (a) In case of a Quote, Winya may withdraw a quote and issue a new quote by inclusion of all such charges, duties, impost, sales tax or other expenditure.
- (b) In case of an Invoice which has been issued but not yet paid or is partly paid, Winya may issue a supplementary invoice which shall include all such charges, duties, impost, sales tax or other expenditure.
- (c) In case of an Invoice which has been fully paid, Winya shall have no right to pass off such charges, duties, impost, sales tax or other expenditure to the Buyer.

10. INSTALLATION

Winya's Quote or Invoice is made on a supply only basis. Installation and commissioning (if any) is at the expense of the Buyer unless otherwise specified in writing by Winya.

11. PASSING OF PROPERTY AND RISK

- (a) Goods supplied by Winya to the Buyer shall be at the Buyer's risk immediately upon delivery to the Buyer, into the Buyer's custody or at the Buyer's direction (whichever is the sooner). The Buyer shall thereafter insure the goods at its cost against such risks as it thinks appropriate, shall note the interest of Winya on the insurance policy and shall produce a certificate to this effect to Winya upon request.
- (b) In the event that the Buyer requests storage of goods by Winya, Winya is entitled to invoice for the full amount of the order. Upon full payment risk of loss or damage to the goods passes to the Buyer despite the shipment not leaving Winya's premises.
- (c) Property in the goods supplied by Winya to the Buyer pursuant to these terms and conditions shall not pass to the Buyer until those goods and other goods supplied by Winya to the Buyer have been paid for in full.
- (d) Until the goods have been paid for in full:
 - (i) the Buyer shall store the goods in such a manner as to show clearly that they are the property of Winya; and
 - (ii) the Buyer may sell the goods, in the ordinary course of its business, as agent for Winya and shall account to Winya for the proceeds of sale (including any proceeds from insurance claims) which proceeds shall be kept in a separate bank account.
- (e) The Buyer irrevocably authorises Winya at any time, to enter onto any premises upon which:
 - (i) Winya's goods are stored to enable Winya to:
 - inspect the goods: and/or
 - if the Buyer has breached these terms and conditions, reclaim the goods;
 - (ii) the Buyer's records pertaining to the goods are held to inspect and copy such records.
- (f) The Buyer and Winya agree that the provisions of this clause apply notwithstanding any arrangement pursuant to which Winya grants credit to the Buyer.

12. INSPECTION AND ACCEPTANCE

The Buyer shall inspect all goods upon delivery and shall within forty-eight hours of delivery give notice to Winya of any matter or thing by which the Buyer alleges that the goods are not in accordance with the Buyer's order. Failing such notice and, to the extent permitted by statute, the goods shall be deemed to have been delivered and accepted by the Buyer.

13. TERMS OF PAYMENT

Upon successful completion of a credit application, payment by the Buyer for goods delivered and accepted is due within 30 calendar days of the end of the month in which the goods are invoiced. If the Buyer fails to make payment in accordance with this clause, all amounts owing by the Buyer to Winya on any account shall immediately become due and payable. Outstanding amounts shall bear interest of the rate of 10 per centum per annum calculated on a daily basis.

14. RETURNS

If the goods are delivered but not accepted by the Buyer or if the goods are delivered and are accepted by the Buyer but the Buyer requires goods to be returned under warranty, the following process shall apply.

- (a) Buyer must contact Winya and obtain a Return Authorization "RA" prior to returning goods. This is not an authority for credit claim. Must provide quantity, part number, date of manufacture/serial number to ensure product is within the warranty period,
- (b) Product to be tagged with fault or reason for service call,
- (c) Return freight is the Buyer's expense,
- (d) Return documentation must quote the RA number or it will not be accepted back.
- (e) Products that are tested faulty will be repaired or replaced or credit raised at Winya's discretion
- (f) Winya reserves the right to charge a handling fee equal to 10% of the price of the goods returned unless the Buyer is a "Consumer" for the purposes of the Trade Practices Act 1974 or similar State or Territory legislation. Products specifically purchased, manufactured, machined or cut to size or to the Buyer's specification are not returnable.

15. CHARGES BEYOND POINT OF DELIVERY QUOTED

Unless otherwise agreed in writing, if Winya 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 goods, then any such charges shall be to the Buyer's account. Winya reserves the right to nominate the means of delivery.

16. FORCE MAJEURE

If in the performance or observance of its obligations Winya is prevented, restricted or affected by reason of a force majeure including strike, lock out, industrial dispute, raw material shortage, breakdown of plant, transport or equipment, Covid19 related shipment delays, restrictions or lockdowns, or any other cause beyond the reasonable control of Winya, Winya may, in its absolute discretion give prompt notice of such cause to the Buyer whereupon Winya is excused from such performance or observance to the extent of such prevention, restriction or affectation.

17. DEFAULT OF BUYER

- (a) If these terms and conditions are not strictly observed by the Buyer, Winya may refuse to supply to the Purchaser and Winya shall not be liable to the Buyer for any loss or damage the Buyer may sustain as a result of such refusal.
- (b) The costs of collection of any moneys due and payable by the Buyer, including the fees of any Mercantile Agent or Solicitor engaged by Winya shall be payable by the Buyer.

18. BUYER'S CANCELLATION

The Buyer may cancel any order if the Buyer contacts Winya and Winya agrees to such cancellation of order. The agreement by Winya will not be unreasonably held. However, if Winya has incurred any costs or ordered any products or supplies to fulfill such order, the Buyer shall reimburse Winya for such costs.

19. WARRANTY

- (a) Subject to clause 19(c), all goods supplied are covered by such warranty as is specified by the manufacturer and supplied subject to the product standards detailed by the manufacturer.
- (b) The Buyer shall immediately notify Winya in writing upon discovery of any defect in the goods. The Buyer shall not carry out any remedial work to alleged defective goods without first obtaining the written consent of Winya to do so.
- (c) The only conditions and warranties which are binding on Winya in respect of the state, quality or condition of the goods supplied by it to the Buyer are those imposed and required to be binding by statute (including the Trade Practices Act 1974) and to the extent permitted thereby, the liability, if any, of Winya arising from the breach of such conditions or warranties shall at Winya's option be limited to and completely discharged by:
- (i) the replacement of the goods or resupply of same by Winya;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacement of the goods; or
 - (iv) the payment of the cost of repair of the goods and otherwise all other conditions and warranties whether expressed or implied by law or otherwise in respect of the State, quality or condition of the goods which may apart from this clause be binding upon Winya are hereby excluded and negated. The Buyer expressly acknowledges and agrees that it has not relied upon and Winya is not liable for any advice given by Winya, its agents or employees in relation to the suitability for any purpose of goods or materials supplied by Winya.

20. LIABILITY OF COMPANY

Except as expressly provided herein and to the extent permitted at law:

- (i) Winya shall not be under any liability, whether in contract, tort or otherwise in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or from any work done in connection therewith except to the extent that any statute applicable to these Terms and Conditions prevents the exclusion, restriction or modification of such terms and conditions;
- (ii) Winya shall not be liable to the Buyer for any loss of profit howsoever arising nor shall Winya be under any liability whether in contract, tort or otherwise nor for any injury, damage or loss whether consequential or otherwise save as is expressly provided in these Terms and Conditions;
- (iii) the Buyer indemnifies Winya against any liability to or action by a third party for infringement or alleged infringement of a patent, registered design, trademark or copyright in respect of goods manufactured to the Buyer's specification; and
- (iv) all goods are supplied in accordance with usual industry standards and Winya shall not be liable to the Buyer for the condition or quality of goods which comply with these standards.

21. ALTERATION TO CONDITIONS

Winya may, at any time and from time to time, alter these Terms and Conditions of Quotation and Sale.

22. CREDIT REPORTING

Where goods are supplied to the Buyer on credit the Buyer irrevocably authorizes Winya, its employees and agents to make such enquires as it deems necessary to investigate the credit worthiness of the Buyer from time to time including (but without limiting the generality of the foregoing) the making of enquires of persons nominated as trade referees, the bankers of the Buyer or any other credit providers (the information sources) and the Buyer hereby authorizes the information sources to disclose to Winya such information concerning the Buyer which is requested by Winya.

23. GOVERNING LAW

These terms and conditions and any contract including them shall be governed by the laws of the State of New South Wales in which Winya accepts the Buyer's order and Winya and Buyer submit to the jurisdiction of the Courts of the State to New South Wales.