

These Terms and Conditions of Sale (**Terms**) apply to all sales of goods and/or services by EDMO Australia (ABN 30 637 624 643) (**Supplier**) to any customer (**Customer**) and supersede any other terms and conditions, including those contained in the Customer's documents. These Terms form the entire agreement between the parties unless otherwise expressly agreed to in writing by the Supplier. The Supplier may suspend or refuse supply to any Customer who breaches these Terms.

EDMO can amend these Terms at any time by notice to the Customer and the amended terms apply in respect of all orders placed by the Customer after it receives that notice. EDMO can also terminate any and all rights (whether express or implied) that the Customer may have or believe that it has to place further orders under these Terms without cause on five days' notice to the Customer or such lesser period as these Terms otherwise provide.

## 1. Ownership of Goods

1.1 Title remains with the Supplier until:

- (i) full payment is received for the specific goods; and
- (ii) all other outstanding amounts owed by the Customer are paid in full.

1.2 The Customer must store unpaid goods clearly marked as EDMO's property and keep records of usage or resale.

1.3 Goods must be kept free of encumbrances or third-party claims. The Customer indemnifies EDMO against such claims. The Customer may only resell in the ordinary course of business.

1.4 In the event of non-payment or insolvency, EDMO reserve the right to recover costs for such goods and may enter premises where we believe that goods are stored or held to do so, and recover from the Customer all costs of doing so.

1.5 The Reseller or Distributor shall be deemed the Customer for the purposes of this Agreement. The Customer is solely responsible and liable for all payments due to EDMO.

1.6 If goods are transformed or combined with other goods, EDMO retains ownership in the resultant goods to the extent permitted by law.

1.7 The Customer may not withhold payment or reject goods due to ownership not yet transferring.

1.8 Any confidential information or intellectual property provided by EDMO in connection with the goods, including these Terms, remains at all times EDMO's confidential and proprietary information and may be used by the Customer solely to complete the relevant order and for no other purpose and must otherwise be kept in strict confidence by the Customer. Any confidential information provided must immediately be returned to EDMO on its request (which may be made at any time).

## 2. Price

2.1 No quotation given by EDMO constitutes an agreement to supply or provide (or to deliver) the Products or Services referred to therein. EDMO can amend or withdraw quotations at any time. All quotations are subject to these Terms. If the Customer wishes to purchase Products and/or Services referred to in a quotation, it must make an order within the specific period stated in the quotation. If the quotation is given without specifying a period within which the Customer is to make an order, then the quotation lapses 30 days after EDMO sends the quotation without the need for EDMO to inform the Customer of that.

2.2 The price shall be determined in the following order of priority:

- a) as indicated on any invoice provided by EDMO to the Customer; or
- b) EDMO's quoted price (subject to clause 2.1));
- c) the price as at the date of delivery of the goods according to EDMO's current price list.

2.2 EDMO reserves the right to alter the price of goods whether or not a deposit or part payment has been received by EDMO for such goods and to invoice the Customer for any such extra amount where the costs of the goods to EDMO has altered due to circumstances beyond its control including but without limiting the generality of the foregoing

any variation in EDMO's exchange rates, taxes, levies, imposts, duties, premiums, fees or charges and to correct errors and omissions. Where EDMO seeks to vary its price to take account of any such change, EDMO will notify the Customer and the Customer may:

(a) accept the new price and continue with the Agreement; or

(b) refuse the new price and cancel the Agreement insofar as it relates to the subject of the requested variation.

2.3 Unless otherwise stated, the price does not include GST. The Customer must pay GST and any other applicable taxes or duties at the time of payment.

### 3. Terms of Payment

3.1 Unless the Customer holds a formally approved credit account, all orders are subject to prepaid terms. For items in stock, full payment is required to confirm and secure the order. For items not in stock, a non-refundable deposit of 50% is required to confirm and secure the order. Orders will not be considered confirmed until a formal Sales Order Confirmation has been issued. Final weights and dimensions will be provided once full payment has been received and the goods are ready for dispatch.

3.2 Customers with an approved credit account must settle all invoices within 30 days from the invoice date, unless otherwise agreed in writing. EDMO, at its sole discretion, reserves the right to request a deposit for large or made-to-order items, regardless of credit status

3.3 Payments may be made by EFT, credit card (plus surcharge), or any other method agreed between EDMO and the Customer.

3.4 The Customer agrees to reimburse the Supplier for all legal, administrative, or recovery costs incurred in the provision of credit or enforcement of payment obligations, including legal fees on a full indemnity basis.

### 4. Delivery of Goods

4.1 Unless otherwise agreed in writing, the Customer is responsible for arranging and booking freight. EDMO will make the goods available for collection at a designated location and date. Risk

passes to the Customer once the goods are collected by the Customer's nominated carrier. EDMO accepts no liability for loss, delay, or damage during Customer-arranged transit.

4.2 Delivery of the Goods is taken to occur at the time

that:

(a) the Customer or the Customer's nominated carrier takes possession of the goods; or  
(b) EDMO (or EDMO's nominated carrier) delivers the goods to the Customer's nominated address, even if the Customer is not present.

4.3 The Customer is required to arrange delivery upon receiving notice from EDMO's warehouse that the goods are ready. If delivery is not arranged and accepted within 30 days of this notification, EDMO reserves the right to charge a storage fee. This fee will be calculated at a rate of 2.5% of the product's purchase price per month, applied on a pro rata basis, with a minimum monthly charge of \$50.

4.4 Lead times may vary depending on product availability, order size, and manufacturing schedules. For made-to-order or customised items, extended lead times may apply. For prepaid Customers, lead times commence only once full payment or a deposit payment has been received and a Sales Order Confirmation has been issued.

4.4 Any delivery date or time provided is an estimate only and time shall not be of the essence for delivery dates and any delay shall not be the basis of the Customer's cancellation of any order unless the delay exceeds and estimated delivery date by 30 days or such other period as EDMO and the Customer expressly agree in writing. EDMO will not be liable for any loss or damage (including not being liable for consequential, special, punitive, incidental, indirect or economic loss or damage or loss of profits or opportunity) arising or resulting (directly or indirectly) from:

(a) a delay in delivery where such delay is within EDMO's control and does not exceed 30 days or such other period as EDMO and the Customer expressly agree in writing

(b) part or multiple deliveries; or

(c) delay in, or failure to, deliver due to circumstances beyond EDMO's control.

## 5. Returns and Cancellations

5.1 All parts returns are subject to the terms outlined in our official Parts Returns Policy a copy of which can be found on its website or accessed here: [www.edmo.com.au](http://www.edmo.com.au). By purchasing from EDMO Australia, the Customer acknowledges and agrees to comply with the conditions of that policy.

5.2 Unless otherwise agreed by EDMO in writing, orders cannot be cancelled by the Customer once production of the goods the subject of the order has commenced and the Customer shall be liable for the full purchase price notwithstanding any purported cancellation of an order after production has commenced. In the event that the Customer wishes to cancel an order after a purchase order has been received but before production has been commenced, EDMO reserves the right to charge a 10% administration fee. For detailed information regarding return eligibility, timeframes, and any applicable restocking fees, please refer to our full Returns Policy available on our website.

5.3 For returns relating to defective items, please refer to clause '8' – *Goods and Service Warranties*.

5.4 EDMO may cancel at its earliest convenience, any order prior to delivery by written notice. Any monies paid will be refunded in full. EDMO shall not be liable for any consequential or direct loss or damage resulting from such cancellation.

## 6. Default and Consequences of Default

6.1 Interest on overdue amounts accrues monthly from the due date at the rate of 2.5%.

6.2 The Customer indemnifies EDMO against all recovery-related costs, including legal fees and admin charges.

6.3 If the Customer breaches these Terms (including non-payment), EDMO may suspend or terminate supply without liability.

6.4 All outstanding sums become immediately due if:

- a) any payment is overdue or EDMO determines (acting reasonably) that the Customer is unlikely to pay;
- b) the Customer becomes insolvent, enters an arrangement with creditors, or assigns assets for their benefit;

c) a receiver, liquidator, or similar official is appointed to the Customer.

## 7. Risk

7.1 Risk of damage to or loss of the goods passes to the Customer once the goods are collected by the Customer's nominated carrier even though title may not.

7.2 If the Customer requests EDMO to leave goods unattended or outside its premises, the goods are left at the Customer's sole risk.

7.3 EDMO is only responsible for goods it has supplied. If other items fail, the Customer indemnifies EDMO against any associated loss or damage.

7.4 Any advice, recommendations or assistance provided by EDMO is given in good faith based on its knowledge and experience. It is the Customer's responsibility to verify the accuracy and suitability of such advice. EDMO expressly disclaims any liability for any damage to the Customer from reliance on such advice, recommendations or assistance. Such advice, recommendations and assistance are relied on by the Customer at its own risk and the Customer should make other appropriate enquiries having regard to its circumstances.

## 8. Goods and Services Warranties

8.1 Products sold by EDMO are subject to the terms outlined in our official Warranty Statement. By purchasing our products, the Customer agrees to be bound by the conditions of that statement.

8.2 For complete details regarding warranty coverage, claim procedures, exclusions, and limitations, please refer to our full Warranty Statement a copy of which can be found on its website or accessed here: [www.edmo.com.au](http://www.edmo.com.au).

## 9. Change of Ownership

9.1 If the Customer incorporates the business or a related company continues using the account, the original owner/director remains personally liable unless EDMO is notified in writing of the change. The Customer remains liable for all debts incurred until such notification is received.

## 10. Limitation of Liability

10.1 To the extent permitted by law, EDMO excludes all liability for any indirect, incidental, or consequential loss.

10.2 Where liability under the ACL cannot be excluded, EDMO's liability is limited, at its option, to:

- a) replacement or the supply of equivalent goods;
- b) rectification or remedy;
- c) payment of replacement cost or the acquisition cost of equivalent goods; or
- d) payment of rectification or remedy cost.

10.3 EDMO Australia is not responsible for any damage or injury caused by misuse, improper maintenance, or failure to follow safety instructions.

## 11. Governing Law

11.1 These Terms are governed by the laws of Queensland, Australia. Both parties agree to submit to the non-exclusive jurisdiction of Queensland courts. EDMO may initiate proceedings in Brisbane or another competent jurisdiction.

## 12. Severability

12.1 Where these Terms and Conditions of Sale are qualified by any provision of law which applies and which cannot be excluded or where any such provision in these Terms and Conditions of Sale is deemed to be unlawful or unenforceable, such provision shall be severed from these Terms and Conditions of Sale and all other provisions hereof shall remain in force to the fullest extent permitted by law.

## 13. Personal Property Securities Act 2009 (PPSA)

13.1 Notwithstanding anything to the contrary contained in these Terms, the Personal Property Securities Act 2009 (Cth) and its associated Regulations as amended (PPSA) applies to these Terms.

13.2 For the purposes of the PPSA:

(a) terms used in clause 13 that are defined in the PPSA have the same meaning as in the PPSA;

(b) these Terms are a security agreement and EDMO has a Purchase Money Security Interest in all present and future goods supplied by EDMO to the Customer and the proceeds of the goods;

(c) the security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Customer at any particular time; and

(d) the Customer must do whatever is necessary in order to give a valid security interest over the goods which is able to be registered by EDMO on the Personal Property Securities Register.

13.3 The security interest arising under this clause 13 attaches to the goods when the goods are collected or dispatched from EDMO's premises and not at any later time.

13.4 Where permitted by the PPSA, the Customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95 (removal of accession), 118 (enforcement of security interests in accordance with land law decisions), 121(4) (enforcement of security interests in liquid assets), 130 (disposal of collateral), 132(3)(d) (amounts paid to other secured parties), 132(4) (statement of account in respect of seized collateral), 135 (retention of collateral) and 157 (notice to grantors) of the PPSA.

13.5 EDMO and the Customer contract out of and nothing in the provisions of sections 96 (retention of accession), 125 (disposal or retention of collateral), 129 (disposal by purchase), 142 (redemption of collateral) and 143 (reinstatement of security agreement) of the PPSA will apply to these Terms.

13.6 To the extent permitted by the PPSA, the Customer agrees that:

(a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Customer or which place obligations on EDMO will apply only to the extent that they are mandatory or EDMO agrees to their application in writing; and

(b) where EDMO has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

13.7 The Customer must immediately upon EDMO's request:

(a) do all things and execute all documents necessary to give effect to the security interest created under this Agreement; and

(b) procure from any person considered by EDMO to be relevant to its security position such agreements and waivers (including as equivalent to those above) as EDMO may at any time require.

13.8 EDMO may allocate amounts received from the Customer in any manner EDMO determines, including in any manner required to preserve any Purchase Money Security Interest it has in goods supplied by EDMO.

13.9 For the purposes of section 275(6) (response to request for information) of the PPSA, the parties agree and undertake that these Terms and any information pertaining to the sale of goods and details of the goods shall be kept confidential at all times. Neither party may disclose any information pertaining to these Terms or the sale of the goods, except as otherwise required by law or that is already in the public domain.

## 14. Privacy Act 1988

14.1 The Customer agrees that EDMO may obtain a credit report containing personal credit.

14.2 The Customer agrees that EDMO may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:

- a) to assess an application by the Customer; 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 including the Customer's repayment history in the preceding two years.

14.3 The Customer consents to EDMO being given a consumer credit report to collect overdue payment on commercial credit.

14.4 EDMO will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required to fulfil the obligations of under these Terms and Conditions or is required to be maintained and/or stored in accordance with the law. A copy of EDMO's Privacy Policy can be found on its website or accessed here [www.edmo.com.au](http://www.edmo.com.au).

## 15. Miscellaneous

15.1 Failure by EDMO to insist upon strict performance by the Customer of the Terms must not be construed as a waiver of any of EDMO's rights and will not discharge the Customer from any of its obligations pursuant to these Terms.

15.2 All Notices or Accounts shall be in writing and may be hand delivered or mailed postage pre-paid addressed to the postal address of either EDMO or the Customer as notified to the other from time to time in writing, or sent to the last known email address. Any such Notice or Demand or Account shall be deemed to have been received immediately (if delivered by hand), two business days after dispatch (if sent by mail), or upon confirmation of successful transmission (if sent by email communication).

15.3 Where the Customer comprises more than one person, each person is jointly and severally liable to perform the Customer's obligations under these Terms. A reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity.