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www.beehivevinyl.com.au

39 Keane Street, Currajong
Townsville, QLD 4812

abn: 42 009 952 872

BEEHIVE VINYL PRODUCTS PTY LTD STANDARD TERMS & CONDITIONS OF SALE

Definitions

- a) "Terms & Conditions" means the terms and conditions/terms of trade set out in this document.
- b) "Supplier" means Beehive Vinyl Products Pty Ltd ABN: 42 009 952 872.
- c) "Customer" means the customer specified in an application for credit, or if no application or credit terms has been given, the person placing the Order, or on whose behalf the Order is placed, with Beehive Vinyl Products Pty Ltd.
- d) "Quote" means any quotation, estimate or pricing given by Beehive Vinyl Products Pty Ltd.
- e) "Amount Payable" means all amounts payable by the Customer to Beehive Vinyl Products Pty Ltd at any given time in connection with the Goods or the Contract (including, but not limited to, any invoiced amount, interest, fees, costs or expenses).
- f) "Default" is defined in clause 5.
- g) "Contract" means the Terms and Conditions entered into by the Customer with Beehive Vinyl Products for any type of order.
- h) "Goods" means any goods, products, services or materials supplied or to be supplied by Beehive Vinyl Products.
- i) "Order" is an order or offer to purchase, which is defined in clause 1.b)
- j) "PPSA" means the Personal Property Securities Act 2009 (Cth)
- k) "Accession" means any Goods which are installed in or affixed to other goods.
- l) "C.O.D" means Cash On Delivery.
- m) Words indicating the singular include the plural and vice versa.

1) Quotations/Estimates & Orders

a) Quotations/Estimates:

- i) A quotation or pricing given by Beehive Vinyl Products Pty Ltd shall remain valid for 30 days from the date of submission to the Customer unless stated different on quote or price.
- ii) No contractual relationship will arise prior to the Customers order being accepted by Beehive Vinyl Products Pty Ltd.
- iii) All prices quoted exclude GST unless otherwise stated.

b) Orders:

- i) an Order or an offer to purchase must be made in writing.
- ii) an Order will be accepted when the Customer submits a 50% deposit of the quoted price (or other deposit percentage given in writing by Supplier) and when a purchase order is received, or a signed acceptance of our quote & terms & conditions is received. Beehive Vinyl Products Pty Ltd may state on the Quote which option the Customer must provide. Payment of remaining 50% is due before goods leave our stores. We reserve the right to increase the deposit amount where specialised services or materials must be procured or where the job is of a higher value.
- iii) the Terms and Conditions apply to every Order and Invoice.
- iv) acceptance of a Quote and/or Goods by the Customer is conclusive evidence that the Terms and Conditions apply and are binding on the Customer.

2) Delivery

- a) Unless stated differently on a quote, prices are ex our stores at 39 Keane St Currajong, Townsville QLD.
- b) Where a third party has been used for freight/delivery, Beehive Vinyl Products Pty Ltd shall not be liable for:
 - i) any failure to deliver or delay in delivery for any reason;
 - ii) any damage or loss due to unloading or packaging;
- c) Beehive Vinyl Products Pty Ltd shall not be liable for, except to the extent that such damage was caused by the negligent act or omission of Beehive Vinyl Products Pty Ltd damage to property caused upon to deliver the Goods.
- d) Except as required by law under the ACCC Competition & Consumers Act, or where agreed in writing by Beehive Vinyl Products Pty Ltd, the Supplier will be under no obligation to accept Goods returned for any reason especially goods custom fabricated.
- e) In the instance where customers who do not hold approved credit accounts with the supplier and the Customer is unable or unwilling to make final payment for completed goods & completed goods are ready to be picked up or if customer has made final payment for completed goods and delays picking up of goods or taking delivery of goods, Beehive Vinyl Products Pty Ltd shall be entitled to charge a fee for any storage of goods where they reasonably see as being excessive storage. This fee may be on top of any other interest/costs for late payment of balance owing.



- MEMBER OF SPECIALISED TEXTILES ASSOCIATION (Formally ACASPA)
- SISTER COMPANY TO AUSTRALIAN LINING COMPANY



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3) Title & Related Matters

- a) The legal and equitable title to the Goods will only be transferred from the Supplier to the Customer when the Amount Payable has been reduced to zero, that is payment has been received in full.
- b) Until the Amount Payable has been reduced to zero, the Customer holds the Goods as bailee for the Supplier and a fiduciary relationship exists between the Customer and the Supplier.
- c) If the Customer is in Default, in addition to Beehive Vinyl Products Pty Ltd other rights under the Terms and Conditions, the PPSA or any other applicable law, the Supplier may:
- take possession of the Goods wherever they are located;
 - remove any Goods which have become an Accession; and/or
 - enter upon the Customer's premises for that purpose; and/or
 - appoint any person to be a receiver of all or any of the Goods, Accessions or other assets the subject of the security interests created by this document.
- d) Despite clause 3.a), the Customer may sell the Goods or any Accession to a third party in the normal course of the Customer's business, provided that the Customer holds the proceeds of sale on trust Beehive Vinyl Products Pty Ltd to the extent of the Amount Payable. The Customer must keep those proceeds separate on trust for the Supplier and not mix those proceeds with any other monies.
- e) If at any stage after customer has provided supplier with a purchase order and/ or signed acceptance of quote and/or paid deposit, the Customer must notify the Supplier in writing if there is any change in the shareholding or ownership of the Customer or any material change in the Customer's financial position that may result in them being able to meet final payment for goods when it falls due.

4) Payment

- a) All Orders require a 50% deposit to confirm acceptance of the Quote (unless otherwise specified in writing by Beehive Vinyl Products Pty Ltd at the time of quotation) and all balances are strictly due (without any offset) before goods leave suppliers stores. Payment of remaining 50% is due before goods leave our stores. We reserve the right to increase the deposit amount where specialised service or materials must be procured or where job is of a higher value.
- b) Payment is only received by Beehive Vinyl Products Pty Ltd & goods released when it receives cash or when the proceeds of other methods of payment are credited and cleared to Beehive Vinyl Products Pty Ltd bank account.
- c) Clause 4.a) does not relate to Customers who have successfully been granted approved credit terms in writing by Beehive Vinyl Products Pty Ltd at its own discretion. All terms & conditions for approved credit accounts are listed in Beehive Vinyl Products Pty Ltd written Credit Account terms & conditions.
- d) Beehive Vinyl Products Pty Ltd may set off any amount due and payable by Beehive Vinyl Products Pty Ltd to the Customer against any amount due and payable by the Customer to Beehive Vinyl Products Pty Ltd.

5) Default

- a) A Customer will be in Default if:
- Payment for the Goods has not been received by Beehive Vinyl Products Pty Ltd in full by the due date for payment – that can include when goods are completed and are ready to be picked up/delivered;
 - Being a body corporate it becomes an externally-administered body corporate or has an application for winding up filed against it;
 - In the case of the Customer being an individual, it commits an act of bankruptcy or becomes an insolvent under administration;
 - The customer fails to provide in writing any change in circumstances as detailed under 3 e).
- b) If the Customer is in Default;
- The Supplier may refuse to supply and Goods to the Customer at all; and /or
 - The Supplier may claim the return of any Goods in the Customer's possession where title has not passed to the Customer or exercise any other right or remedy available to it under the Contract, the PPSA or any other applicable law, including to enforce the security interests created by the Contract; and/or
 - The Supplier may, by notice to the Customer, declare all monies owing by the Customer to Beehive Vinyl Products Pty Ltd on any account immediately due and payable (including the Amount Payable).
- c) Costs incurred by the Supplier to recover any Amounts Payable owed by the Customer, may be invoiced to the Customer.
- d) Default interest may be charged or invoiced to the Customer by Beehive Vinyl Products Pty Ltd on any overdue amount at a rate equivalent to 4.5% p.a, compounding monthly. Such interest will be payable on demand by Beehive Vinyl Products and for so long as it remains unpaid.



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6) Credit

- a) Any agreement Beehive Vinyl Products Pty Ltd to grant the Customer credit upon the Terms and Conditions has been or will be made on the basis of a credit application and such other documents and information as may be required by Beehive Vinyl Products Pty Ltd.
- b) Until Beehive Vinyl Products Pty Ltd grants the Customer credit by notice in writing, or if having granted credit, Beehive Vinyl Products Pty Ltd exercises its powers to withdraw, refuse or suspend credit under clause 5.b) or 6.c) otherwise under the Terms and Conditions, Beehive Vinyl Products Pty Ltd will only supply Goods to the Customer on the basis of cash in advanced.

7) Intellectual Property

- a) The Customer warrants to Beehive Vinyl products Pty Ltd that all documents provided by the Customer are accurate and that the Supplier is entitled to use all such documents for the purposes of the Contract and that such use does not infringe any third party's intellectual property rights.
- b) The Customer indemnifies the Supplier & it's suppliers & contractors against all claims and all losses and damages incurred by the Supplier as a result of documents provided by the Customer to the Supplier or the purposes of or in the course of the supply of the Goods breaching a third party's intellectual property rights.
- c) If the Customer receives any confidential information from the Supplier, the Customer may not use or disclose such information unless it receives the prior written consent of the Supplier, such information enters the public domain (other than as a result of a breach of the clause) or the use or disclosure is require by law.

8) Force Majeure

- a) Beehive Vinyl Products is not liable for failure to perform its obligations under the Contract to the extent and for so long as its performance is prevented or delayed without substantial fault or negligence by Beehive Vinyl Products because of circumstances outside of Beehive Vinyl Products control, failure Beehive Vinyl Products, or failure of a supplier to Beehive Vinyl Products, provided that Beehive Vinyl Products gives notice to the Customer of the delay and uses reasonable efforts to remedy the cause of the delay quickly.

9) Variation and Notices

- a) Beehive Vinyl Products may at any time vary the Terms and Conditions applicable to future Orders and may notify the Customer of these changes or provide any other notice under or in connection with the Terms and Conditions by email, facsimile, post or, in the case of a variation of the Terms and Conditions, by publishing the revised Terms and Conditions or notice on its website. If Beehive Vinyl Products publishes the revised Terms and Conditions on its website, it may (but is not obliged to) notify the Customer that it has done so on any invoice or quote.
- b) Notices given by Beehive Vinyl Products will be deemed to be received:
- i) If given by email, on being sent, provided the notice is sent to the email address of an officer or employee of the Customer responsible for placing or administering orders for Goods and no "out of office" or other automated reply is received indicating that the message has not been or will not be received or read by the intended recipient;
 - ii) If given by facsimile transmission to a facsimile number shown in the application for credit (or any other number provided by the Customer) by production by Beehive Vinyl Products of a copy of the facsimile transmission bearing the time and date of dispatch, on that date and at the time; and
 - iii) If given by post, on the third day after posting.
- c) The Customer agrees to regularly check Beehive Vinyl Products website for any notices of changes to the Terms and Conditions and to accept any notices.



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10) Privacy Act

a) In relation to the Privacy Act the Buyer acknowledges that:

- i) Personal information collected or held by Beehive Vinyl Products may be held, used or disclosed for any of the following purposes: administering (whether directly or indirectly) contracts or enforcing rights under contracts, marketing goods and services from time to time (including through Beehive Vinyl Products office or any other Beehive Vinyl Products centre), ascertaining at any time the Buyer's creditworthiness, and obtaining credit reports, character references or credit statements, enabling Beehive Vinyl Products to notify any credit agency of any application for credit or default on any obligation of the Buyer to Beehive Vinyl Products, and enabling Beehive Vinyl Products to provide such personal information to any credit agency. Also enabling Beehive Vinyl Products to communicate with the Buyer for any purpose.
- ii) Such personal information (where applicable) is collected by and will be held by Beehive Vinyl Products whose address is specified in the quotation. The Buyer has the right under the Privacy Act to obtain access to, and request correction of, any personal information held by Beehive Vinyl Products.
- iii) The Buyer authorises Beehive Vinyl Products at any time to obtain from any person or entity any information which Beehive Vinyl Products requires to process and/or accept any application for credit.
- iv) The Buyer authorises any person to release to Beehive Vinyl Products for the purpose of establishing the Buyer's credit worthiness any personal information that person holds concerning the Buyer.
- v) If the Buyer fails to provide any information requested by Beehive Vinyl Products in respect of any application for credit, such credit may not be provided.

11) Applicable Law

- a) The Contract is governed by, and the Customer submits to the law of the State of Queensland (or any other State or Territory nominated by Beehive Vinyl Products).
- b) The courts of that State or Territory have non-exclusive jurisdiction in connection with the Contract.

12) Acceptance of the Terms and Conditions

- a) Each time the Customer places a written purchase order or verbal order or signs quote terms & conditions for goods or services with Beehive Vinyl Products or the Customer picks up or takes delivery of goods or accepts services from Beehive Vinyl products, the Customer agrees to be bound by these terms and conditions. These Terms and Conditions supersede any other written or verbal agreement between the parties and any other terms or conditions referred to in any purchase order placed or other document produced by the Customer.



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