

# GENERAL TERMS AND CONDITIONS OF SALE OF ICI INDUSTRIES PTY LTD (ACN 121 214 417)

These General Terms and Conditions of Sale ("**Conditions**") shall apply to and form part of any contract for the supply of goods, products and materials and related services ("**Goods**") by ICI INDUSTRIES PTY LTD ABN 55 121 214 417 of 20 Bridge Rd Griffith N.S.W. 2680. Telephone 02 69647299 email: info@icindustries.com.au ("**ICII**") to the Purchaser.

## 1. Quotations, orders and contracts

- 1.1 All quotations are provided and all orders for Goods are accepted by ICII on and subject to these Conditions and any special terms and conditions which are agreed to by ICII in writing.
- 1.2 ICII may withdraw, revoke or vary a quotation at any time prior to the Purchaser submitting an order accepting the quotation.
- 1.3 ICII reserves the right to accept or decline, in whole or in part, any order for Goods placed by a Purchaser.
- 1.4 The agreement to supply Goods to the Purchaser starts on the date ICII agrees to supply the Goods to the Purchaser, which may not necessarily be the date the Purchaser's order for the Goods is received by ICII.
- 1.5 Where in the period between acceptance of a quote and delivery of the relevant Goods, ICII incurs an increase in the cost of producing and/or delivering the Goods, ICII shall have the right exercisable by notice to the Purchaser prior to delivery to add the increase in cost to the quoted price of those Goods and the Purchaser must accept the increase in cost to the quoted price.

## 2. Price

- 2.1 Subject to clause 1.5, the price of Goods will be the price stated on ICII's written quote.
- 2.2 Subject to clause 1.2 and to any express statement therein, written quotes will remain valid for a period of 28 days.
- 2.3 Unless otherwise indicated, all prices for Goods are exclusive of all applicable taxes and charges. The Purchaser shall be liable for all excise, sales, GST or any other tax, charge or government impost (domestic or foreign) upon the Goods or any part of the Goods, or upon the manufacture, use sale or delivery of the Goods in addition to the purchase price. Where Goods are subject to GST, the Customer must pay GST at the same time as payment for Goods is made.
- 2.4 Unless otherwise agreed, prices do not include the cost of delivery of Goods, including but not limited to costs incurred by ICII arising out of late notification by the Purchaser of a change to agreed delivery schedule, storage charges where Goods are not collected immediately upon being made available and demurrage costs incurred by ICII. Loading lengths (as defined by Local State Transport Authorities) will be subject to any additional delivery charge.

## 3. Payment

- 3.1 Unless ICII grants credit to the Purchaser and subject to ICII's right to withdraw credit, payment for Goods purchased from ICII must be made by the Purchaser in immediately available funds on or immediately prior to delivery of the Goods.
- 3.2 Where the Purchaser has an approved credit account with ICII, the Purchaser shall ensure that payment for the Goods is made to ICII in accordance with the terms agreed between ICII and the Purchaser. All payments are required to be made by the Purchaser by no later than 14 days after the date of ICII's invoice or such other date for payment as ICII and the Purchaser agree in writing.
- 3.3 ICII reserves the right to charge interest on any amount overdue from the date it became due to the date payment is received at the rate of 12% compounded daily. All payments made by the Purchaser will first be applied to the accrued interest.
- 3.4 ICII may set off any amount owed by the Purchaser to ICII or any of its Related Corporations against any amount of money owed, or which may become owing, by ICII or its Related Corporations to the Purchaser. The Purchaser waives any right to set off any amount that is, or may become, owing by the Purchaser to ICII against any amount owing by ICII to the Purchaser. This clause overrides any other document or agreement to the contrary.
- 3.5 Payments made by credit card may be subject to a surcharge.

## 4. Default by Purchaser

- 4.1 Where the Purchaser is in default in the performance of any of its obligations under these Conditions and the Goods have not been supplied under a Consumer Contract, ICII may refuse, without prejudice to any other rights it may have under these Conditions or at law, to supply or deliver further Goods to the Purchaser until such time as the Purchaser has remedied that default, and / or may choose to terminate the contract.
- 4.2 If the Goods have been supplied by ICII under a Consumer Contract and the Purchaser is in default in the performance of any of its material obligations under these Conditions, ICII may refuse to deliver further Goods until such time as the Purchaser has remedied that default and where:
  - (a) the Purchaser has not notified ICII of any damage, inaccuracies or defects under clause 9 of this Contract; and
  - (b) the Purchaser does not remedy that default within 14 days of the Purchaser receiving written notification, or such other time as may be agreed by the parties;ICII may terminate the contract in relation to Goods that have not been delivered.
- 4.3 If the Purchaser (including a Purchaser under a Consumer Contract) commences to be wound up or is placed under official management or into liquidation or has a receiver and/or manager appointed in respect of any of its assets or becomes insolvent, commits any act of bankruptcy or becomes subject to any other analogous event, ICII may at its option exercise any or all of the following rights in addition to any other rights it may have under these Conditions or at law:
  - (a) suspend deliveries of further Goods to the Purchaser whether under this contract or otherwise;
  - (b) terminate the contract in relation to Goods that have not been delivered;
  - (c) withdraw any credit facilities which may have been extended to the Purchaser and require immediate payment of all moneys owed to ICII by the Purchaser;
  - (d) issue an invoice for, and demand immediate payment of, Goods ordered by the Purchaser but not delivered.
- 4.4 All costs incurred by ICII relating to any action taken by ICII to recover monies due from the Purchaser (including, without limitation, legal or other debt collection costs) shall be payable by the Purchaser on demand.

## 5. Specifications, materials or special orders

- 5.1 All descriptions, specifications, illustrations, drawings, data, dimensions and weights contained in catalogues, price lists or other advertising matter of ICII or elsewhere are approximations only. They are intended by ICII to be a general description for information and identification purposes and do not create a sale by description.
- 5.2 ICII shall not be bound to accept any change in product dimension, materials or finish, a reduction in the quantity ordered or other particulars of an order for Goods after ICII has ordered or purchased special materials to fill the order but if ICII does accept such change the Purchaser shall be obliged to accept and pay for any costs thrown away and/or any additional costs or expenses incurred by ICII as a consequence thereof.
- 5.3 Unless otherwise stated on a quotation, Goods will be supplied by ICII within the tolerances in regard to quantity, weight, dimension and chemical composition as specified in the relevant order or, if not specified, as consistent with usual industry practice.
- 5.4 ICII shall give the Purchaser, and use its best endeavours to enforce at the cost of and for the benefit of the Purchaser, such warranties and guarantees as ICII has obtained from the manufacturer of goods or materials incorporated into or forming part of the Goods.
- 5.5 Where ICII is required to order special material or qualities for which a supplier of ICII requests minimum order quantities, the Purchaser may be requested to accept an increase of the minimum quantity required to be ordered by ICII to fulfil the order and if so requested the Purchaser shall be obliged to accept and pay for such increase. The price for the additional product shall be determined according to the unit price for the products included in the order.
- 5.6 If ICII is required to use, process or incorporate goods or materials supplied by the Purchaser then ICII does not give any warranty or assurance that such materials are suitable for such use, processing or incorporation. Subject to the rights of Consumers set out in clause 10.2, ICII accepts no responsibility and shall not in any way be liable to the Purchaser for any damage done or caused to such goods or materials, except if you are a Purchaser under a Consumer Contract and such loss or damage arises from the negligence or wilful misconduct of ICII or any of its officers, employees or agents.
- 5.7 Notwithstanding any other provision of these Conditions, it is a term of the contract made between ICII and the Purchaser that ICII has discretion to refuse to supply Goods to the Purchaser (without liability to the Purchaser) where:
  - (a) Goods are unavailable or insufficient for any reason whatsoever;
  - (b) the Purchaser has failed to comply with terms on which ICII has agreed to provide credit to the Purchaser;
  - (c) the Purchaser or a Related Corporation of it has breached a contract with ICII or a Related Corporation of ICII, including these Conditions;
  - (d) the order is less than the quantity (if any) from time to time established by ICII as the minimum quantity required for acceptance of an order; or
  - (e) ICII considers it necessary or desirable to do so for any reason at all.

- 5.8 Subject to the rights of Consumers set out in clause 10.2, unless the Goods have been supplied to the Purchaser by ICII under a Consumer Contract, the Purchaser agrees that it does not rely on the skill or judgement of ICII in relation to the suitability of any of the Goods for a particular purpose unless it has indicated that purpose in writing to ICII and ICII has acknowledged in writing that the Goods will be fit for the particular purpose.
- 5.9 The Purchaser shall be solely responsible to ensure that any drawings, specifications or other necessary information, including design information, supplied to ICII by or on behalf of the Purchaser is complete and accurate in all respects.
- 5.10 Goods manufactured or supplied to special order of the Purchaser or any goods damaged or altered in any way by the Purchaser shall in no circumstances be returnable to ICII nor shall the Purchaser be entitled to claim any rebate or refund of the price thereof notwithstanding that the same may not comply precisely with the Purchaser's specification.

## 6. Delivery and Risk

- 6.1 Unless otherwise expressly agreed by ICII the Goods must be collected from ICII's premises.
- 6.2 If ICII agrees to deliver or procure delivery of the Goods to some other location then, unless otherwise expressly agreed, such delivery shall be upon the following basis:
  - (a) the Purchaser is responsible for the cost of delivery and unloading of the Goods and if such cost is paid or incurred by ICII on the Purchaser's behalf the Purchaser must pay or reimburse ICII for such cost within 14 days of the date of ICII's invoice in respect of such cost.
  - (b) the location for delivery ("Delivery Point") must be agreed by ICII;

- (c) ICII reserves the right to arrange transport by any means in its absolute discretion;
- (d) delivery will be made during Working Hours;
- (e) ICII or its transport contractor will only be required to deliver the Goods to a place as close to the Delivery Point as, in the opinion of ICII or its transport contractor, it is safe or prudent to unload ("Drop Spot"); risk in the Goods passes to the Purchaser when ICII's or its transport contractor's delivery vehicle arrives at the Drop Spot;
- (f) ICII reserves the right to charge the Purchaser any costs which it incurs as a result of any delay by the Purchaser in unloading or procuring the unloading of the Goods and, if the Goods cannot be unloaded for any reason, any return transport costs at the prevailing freight rates;
- (g) The Purchaser bears the risk associated with unloading the Goods. If ICII or its transport contractor unloads the Goods at the Purchaser's request, or if the Purchaser fails to attend at the Drop Spot at the relevant time, on their own initiative, then, subject to the rights of Consumers set out in clause 10.2, the Purchaser releases and forever discharges ICII and its transport contractor from and against any claim, cause of action or liability arising out of the unloading of the Goods;
- (h) where the Purchaser (or a contractor or representative of the Purchaser) attends ICII's premises to collect the Goods, ICII may, in its absolute discretion:
  - a. deliver the Goods into or onto the Purchaser's vehicle - in which case risk in the Goods passes to the Purchaser and delivery is effected when the Goods are set down in or on the Purchaser's vehicle; or
  - b. deliver the Goods by setting them down alongside the Purchaser's vehicle - in which case risk in the Goods passes to the Purchaser and delivery is effected when the Goods are set down alongside the Purchaser's vehicle (notwithstanding that ICII's staff may, on request, subsequently assist the Purchaser to load the Goods into or onto the Purchaser's vehicle).
- 6.3 Goods ordered for collection will be held for a maximum period of 10 Business Days after the specific collection date. If the Goods are not collected by that time, they may be delivered to (at ICII's option) the Purchaser's site or store or to a store selected by ICII and all costs incurred by ICII in relation to the holding and delivery of the Goods shall be charged to and be paid by the Purchaser.
- 6.4 The Goods are at the Purchaser's risk from the time at which they are delivered to the Purchaser or its nominee.
- 6.5 Handling Safety - ICII product may be heavy or hazardous to handle. It is recommended that appropriate handling techniques or a lifting plan be used when handling material.
- 6.6 Dates and times quoted for delivery are estimates only.
- 6.7 ICII shall not be obliged to complete any order in one delivery and expressly reserves the right to deliver by instalments. Where ICII delivers by instalments each instalment shall be deemed to be sold to the Purchaser under a separate contract. Failure to deliver any one instalment by the time quoted for delivery of that instalment (if any) shall not entitle the Purchaser to repudiate the order.
- 6.8 Where ICII or its transport contractor enters the Purchaser's premises or the premises of a third party nominated by the Purchaser as a Delivery Point, the Purchaser:
  - (a) releases ICII from any claim the Purchaser may at any time have had against ICII but for this release in respect of damage occasioned to the Purchaser's premises or injury to persons arising out of the delivery by ICII or its transport contractor of Goods to such premises; and
  - (b) indemnifies and holds ICII harmless from and against any loss, damage or liability suffered or incurred by ICII in respect of damage occasioned to the third party's premises or injury to persons arising out of the delivery by ICII or its transport contractor of Goods to the premises of the third party except for and to the extent that such loss, damage or liability suffered or incurred by ICII arises out of the negligence or wilful misconduct of ICII or its transport contractor.
- 6.9 No defect or claim in respect of Goods delivered shall entitle the Purchaser to reject delivery of other Goods, which are not subject to any defect or claim, delivered as part of the order.
- 6.10 If ICII is prevented either directly or indirectly from performing any of its obligations under these Conditions, including without limitation, making a delivery of the Goods or any part of the Goods by reason of Force Majeure it shall be entitled, at its option, by notice to the Purchaser, either to:
  - (a) extend the time for delivery of the Goods for a reasonable period; or
  - (b) subject to refunding the Purchaser for any payment already made to ICII in respect of those particular Goods (if any), terminate this contract, and the Purchaser shall not have any claim against ICII for damages or any other remedy for breach of contract. "Force Majeure" shall mean an act of God, war, fire, strike, lockout, trade or industrial disputes, government interference, lack of production capacity or raw materials, transport delays, accidents, breakdown of plant or machinery, non delivery or shortage of supplies or any other cause beyond ICII's control.

## 7. Retention of Title

- 7.1 The Purchaser agrees that legal and equitable title to the Goods is retained by ICII until ICII receives payment in full for the Goods and all other monies owing by the Purchaser to ICII at any time. Prior to title in the Goods passing to the Purchaser, the Purchaser:
  - (a) shall hold the Goods as bailee and fiduciary agent of ICII;
  - (b) where the Purchaser processes the Goods, either by using the Goods to manufacture other goods or by incorporating the Goods in or with any other goods, shall hold such part of the new goods ("Processed Goods") on trust for ICII as bailee and fiduciary agent of ICII;
  - (c) must store the Goods and such part of the Processed Goods separate from its own goods and those of any other third party so that they are readily identifiable as the property of ICII;
  - (d) must keep the Goods in good and merchantable condition and fully insure the Goods against loss or damage however caused;
  - (e) must not sell the Goods except with the prior written consent of ICII or in the ordinary course of the Purchaser's business, provided that any such sale is at arms' length and on market terms;
  - (f) any proceeds of re-sale, insofar as they relate to the Goods shall be held on trust for ICII in a separate account; and
  - (g) must not create any encumbrance over the Goods which is inconsistent with ICII's title and ownership of the Goods.
- 7.2 For purpose of this clause 7, "such part" means an amount equal in dollar terms to the amount owing by the Purchaser to ICII at the time the Goods are used in the manufacture of, or incorporated into, the Processed Goods.
- 7.3 If the Purchaser is in breach of these Conditions including, without limitation, failure by the Purchaser to make payment for the Goods by the date specified by ICII to the Purchaser or in ICII's reasonable opinion the payment of any amount in respect of the Goods supplied by ICII is in jeopardy, the Purchaser must return the Goods to ICII immediately on demand.
- 7.4 If the Purchaser does not return the Goods to ICII on demand under clause 7.3, the Purchaser irrevocably authorises representatives of ICII to enter upon any site where the Goods are located to take possession of the Goods without prior notice, and the Purchaser indemnifies ICII in respect of all fees (including legal fees on a full indemnity basis), costs and expenses incurred or suffered as a result of any and all prosecution, actions, demands, claims or proceedings brought by or against ICII in connection with the retaking possession of the Goods or the exercise by ICII of its rights under this clause, and the Purchaser shall repay all such fees, costs, losses, damages, expenses or any other sums of money on demand.

## 8. Application of the PPSA

- 8.1 In this clause 8, PPSA means the *Personal Property Securities Act 2009*. If a term used in this clause has a particular meaning in the PPSA, it has the same meaning in this clause.
- 8.2 This clause 8 applies to the extent that ICII's interest in any Goods is a security interest.
- 8.3 The Goods over which a security interest may be claimed are or may include water reticulation, hydroponic, aquatic and irrigation equipment and products including pumps, pipes, liner and tubing and the interest claimed is or may be that of 'purchase money security interest'.
- 8.4 The Purchaser acknowledges and agrees that ICII may apply to register a security interest in the Goods at any time before or after delivery of the Goods. The Purchaser waives its right under s 157 of the PPSA to receive notice of any verification of the registration.
- 8.5 ICII can apply amounts it receives from the Purchaser towards amounts owing to it in such order as ICII chooses.
- 8.6 If the Purchaser defaults in the performance of any obligation owed to ICII under these Conditions or any other agreement for ICII to supply Goods to the Purchaser, ICII may enforce its security interest in any Goods by exercising all or any of its rights under these Conditions or the PPSA. To the maximum extent permitted by law, the Purchaser and ICII agree that the following provisions of the PPSA do not apply to the enforcement by ICII of its security interest in the Goods: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143.
- 8.7 The Purchaser and ICII agree not to disclose information of the kind mentioned in s 275(1) of the PPSA, except in circumstances required by sections 275(7)(b)-(e) of the PPSA.
- 8.8 The Purchaser must promptly do anything required by ICII to ensure that ICII's security interest is a perfected security interest and has priority over all other security interests in the Goods.
- 8.9 Nothing in this clause 8 is limited by any other provision of these Conditions or any other agreement between the parties.
9. **Damage, Inaccuracies and Defects**
- 9.1 The Purchaser shall check all Goods received immediately upon delivery and shall notify ICII in writing of any inaccuracies or short supply of Goods or any fault, damage or defect in Goods or failure of Goods to comply with the terms of a contract made pursuant to these Conditions within 2 Business Days of the date of delivery of the Goods.
- 9.2 Subject to the rights of Consumers set out in clause 10.2, if the Purchaser does not notify ICII in writing within 2 Business Days of the date of delivery, ICII will not be responsible for any loss or damage whatsoever and howsoever caused arising out of or resulting from such inaccuracies or short supply of Goods, or fault, damage or defect in Goods or failure of Goods to comply with the terms of a contract, except if you are a Purchaser under a Consumer Contract and such loss or damage arises from the negligence or wilful misconduct of ICII, or any of its officers, employees or agents.
- 9.3 Subject to the rights of Consumers set out in clause 10.2, if the Purchaser notifies ICII in writing of a fault, damage or defect in Goods or failure of Goods to comply with the terms of a contract made pursuant to these Conditions within 2 Business Days of delivery then ICII will, if in its opinion, the Purchaser's notice is reasonable and the Purchaser has not used the Goods, at ICII's option, repair or replace the Goods that appear to be faulty, damaged or defective or not in compliance with the terms of a contract made pursuant to these Conditions and ICII shall have no additional liability to the Purchaser.
- 9.4 Any queries regarding items shown on invoices issued by ICII shall be lodged by the Purchaser with ICII within 7 days of the issue date of the relevant invoice.

**10. Warranties, Liabilities and Indemnities**

- 10.1 Where applicable, Goods shall be installed in accordance with the recommended fixing procedures as published by the manufacturer and/or ICII from time to time.
- 10.2 ICII acknowledges that if the Purchaser is a Consumer under the Australian Consumer Law there are certain guarantees in relation to the quality and warranties against defects in the Goods that cannot be excluded, restricted or modified by these Conditions. For example, for Consumers:
- (a) goods come with non-excludable guarantees that they are of acceptable quality and fit for the purpose for which they are commonly acquired or for a purpose made known to the supplier and based on which the goods are supplied, and
  - (b) services come with non-excludable warranties that they will be provided with due care and skill and are fit for the purpose for which they are commonly acquired or for a purpose made known to the supplier and based on which the services are supplied.
- If the Purchaser is a Consumer under the Australian Consumer Law the following statement applies to them:
- "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a 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 not amount to a major failure."**
- 10.3 Subject to the rights of Consumers set out in clause 10.2:
- (a) ICII shall not be responsible for:
    - i. the consequence of any representation made or technical advice given by its employees, agents or sub-contractors in connection with the design, installation and use of the Goods, and the Purchaser agrees that all such advice is accepted by the Purchaser entirely at the Purchaser's risk;
    - ii. defects in the Goods or those parts or components of thereof in respect of which ICII is not the manufacturer which shall be subject to the warranties of the manufacture only under and in accordance with Clause 5.4 hereof;
    - iii. defects in the Goods which are caused by or as a result of the neglect of the Purchaser or the failure of the Purchaser to comply with these Conditions or any specifications or handling instructions issued by ICII in respect of the Goods.
  - (b) unless otherwise expressly specified in the terms of any applicable written warranty provided by ICII, the liability of ICII to the Purchaser (whether arising under statute, contract, tort [including negligence], equity or otherwise) for any defect in the Goods, or the supply of the Goods, is limited to defects arising within 12 months of the date of Delivery and, at ICII' option, to:
    - (i) in the case of Goods, the repair of the Goods, the replacement of the Goods or paying for the cost of repair or replacement of the Goods; or
    - (ii) in the case of services, the resupply of services or paying for the resupply of services or paying for the cost of resupplying the services;
  - (c) and also, subject to clause 10.3(b), ICII is not liable to the Purchaser or anyone else in connection with the Goods or the supply of the Goods for:
    - (i) any losses, costs, damages, expenses, claims, demands, actions, suits or proceedings (including without limitation for damage to the Goods or injury to any person) arising from:
      - A. the loading, unloading or delivery of the Goods;
      - B. a failure to deliver, or delay in delivering, the Goods;
      - C. a failure to install the Goods in accordance with the recommended fixing procedures as published by the manufacturer's and/or ICII' from time to time;
      - D. the removal of defective Goods or the installation of replacement Goods; or
      - E. the use of any tool or equipment loaned or hired out by ICII;
    - (ii) any direct, indirect or consequential loss or damage, any loss of actual or anticipated savings, opportunity, revenue, profit or goodwill, or other economic loss; and
    - (iii) any claim, action or proceeding by a third party against the Purchaser (or any loss, damages or liability incurred or suffered by the Purchaser as a result of any such claim, action or proceeding); and
  - (d) the Purchaser indemnifies ICII from and against all losses, damages, costs and expenses suffered or incurred by ICII, and all claims, demands, suits, actions or proceedings made or brought against ICII, arising out of:
    - (i) ICII' use of or reliance on any materials, design, drawing or specification provided to ICII by the Purchaser (including any allegation or claim that any such use or reliance by ICII infringes the intellectual property rights of any person);
    - (ii) any loss or damage caused by or during the processing of materials supplied to ICII by the Purchaser; or
    - (iii) any loss or damage caused by any tool or equipment, or the use of any tool or equipment, hired out by ICII to the Purchaser,
 except if you are a Purchaser under a Consumer Contract and such loss or damage arises from the negligence or wilful misconduct of ICII, or any of its officers, employees or agents.

10.4 To make a claim under a warranty in respect of the Goods provided by ICII the Purchaser must notify ICII in accordance with Clause 11.6.

**11. Miscellaneous**

- 11.1 These Conditions set out the entire agreement between the parties in relation to their subject matter. The terms of the United Nations Convention on Contracts for the International Sale of Goods 1980 are expressly excluded.
- 11.2 The law applicable to the agreement between ICII and the Purchaser is the law of the State of New South Wales. ICII and the Purchaser submit to the jurisdiction of the courts of the State of New South Wales.
- 11.3 ICII may sub-contract the manufacture and/or supply and/or installation of any part of the Goods.
- 11.4 A party waives a right under these Conditions only if it does so in writing. A party does not waive a right simply because it fails to exercise the right, delays exercising the right or only exercises part of the right. A waiver of one breach of a term of these Conditions does not operate as a waiver of another breach of the same term or any other term.
- 11.5 If a provision in these Conditions is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or unenforceable must, to that extent, and in that jurisdiction, be treated as deleted from these Conditions. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.
- 11.6 Any notice required under these Conditions shall be in writing and, in the case of the Purchaser, may be given by being posted or delivered to the address provided by the Purchaser to ICII as the Purchaser's address. Notices to ICII shall be transmitted by prepaid registered mail to the address stated on these Conditions or to the registered office of ICII. No notice or payment transmitted to ICII shall be deemed to have been given or made until it is actually received at such address.

**12. Interpretation**

- 12.1 In these Conditions:
- Business Day** means Monday to Friday (inclusive) excluding public holidays at the place of delivery.
  - Consumer** means a consumer under the Australian Consumer Law;
  - Consumer Contract** means a consumer contract as defined by the Australian Consumer Law;
  - Consumer under the Australian Consumer Law** means a person who acquires Goods from ICII where:
    - (a) the amount paid or payable for the Goods does not exceed \$40,000 (or such greater amount as may be prescribed under the Australian Consumer Law); or
    - (b) the Goods were of a kind ordinarily acquired for personal, domestic or household use or consumption, unless the Goods were acquired for the purpose of re-supply or the purpose of using them up or transforming them in trade or commerce.
  - GST** means the tax payable on Taxable Supplies within the meaning of the GST Act;
  - GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 and any related legislation imposing such tax or legislation that is enacted to validate, recapture or recoup such tax;
  - ICII** means ICI Industries Pty Ltd ABN 55 121 214 417 or any Related Corporation of ICII supplying Goods to the Purchaser in reliance upon these terms and conditions;
  - Purchaser** means a person (whether an individual or an incorporated or unincorporated business or entity that acquires Goods from ICII, and includes a Consumer);
  - Related Corporation** has the meaning given to the term "related body corporate" in section 50 of the Corporations Act 2001;
  - Working Hours** means between 8.00am and 5.00pm, Monday to Friday (inclusive) excluding public holidays at the place of delivery.

Issue Date: October 2018