

Terms and Conditions of Sale

Effective December 2023

1. Application

- 1.1 These terms and conditions apply to and form part of any order for Products or services (Order) that Galvin Engineering Pty Ltd (Company) receives from the Customer.

2. Ordering process

- 2.1 An Order may be placed by any means made available by the Company, including through the Company's website.
- 2.2 An Order constitutes an irrevocable offer by the Customer to purchase Products from the Company. The Company can accept an Order by notifying the Customer of its acceptance, accepting payment for the Products or supplying the Products in accordance with the Order. An email acknowledging receipt of an Order does not constitute acceptance of the Order.
- 2.3 The Company may reject an Order for any reason. If the Company rejects an Order it will refund any payment received from the Customer in respect of the Order.

3. Scope

- 3.1 The Company will supply, and the Customer will acquire and pay for, the Products in accordance with the Order.

4. Price

- 4.1 The Prices for the Products will be the prices quoted by the Company at the time the Order is submitted. Any shipping costs and transaction fees will be quoted by the Company at the same time. Unless a quote states otherwise, it will be valid for 30 days from the date of the quote. If no Prices have been quoted, then the Prices are the prices on any invoice issued by the Company to the Customer, or otherwise agreed in writing between the parties. Quoted prices apply only if the quantity quoted and ordered is released for shipment within 3 months, or longer if mutually agreed to in writing. Otherwise Galvin Engineering's standard price in effect at the time of release of the Products shall apply to the quantity shipped and the customer shall pay difference in price.
- 4.2 The Prices are in Australian dollars and include GST unless stated otherwise.

5. Payment

- 5.1 Subject to clause 17, the Company must pay the Price, and any applicable taxes, shipping costs and any transaction fees, in full at the time of submitting an Order. Payment can be made by any method accepted by the Company from time to time.

6. Delivery

- 6.1 Any delivery timeframes given to the Customer are estimates only.
- 6.2 The Company will endeavour to deliver the Products to the delivery address provided by the Customer within any delivery timeframes given to the Customer.
- 6.3 The Company may deliver the Products in instalments. Failure to make a delivery of the total Order does not invalidate the contract of sale in relation to the Products actually delivered.
- 6.4 Where the Products are to be collected by the Customer, the Company will endeavour to make the Products available for collection at the address and within any timeframes given to the

Customer. Collection by the Customer constitutes delivery for the purposes of these terms and conditions.

7. Pallets

- 7.1 Pallets supplied by the Company may be invoiced to the Customer at the rate set out in the Company's quote. Where exchange or return occurs, a credit will be issued.

8. Risk and title

- 8.1 Subject to clause 17, risk of loss or damage to the Products, and title to the Products, passes to the Customer upon delivery.

9. Cancellation and changes

- 9.1 The Customer may request to cancel or change an Order prior to the Products being delivered. The Company may agree to cancel or change an Order in its discretion. The Company will generally only agree to cancel an Order where the Products are stocked items (and not custom or 'made to order' items) and the Products have not yet been dispatched for delivery.
- 9.2 If the Company discovers after accepting the Order that it cannot deliver the Products, it may cancel the Order by notice to the Customer and (as the Company's sole liability) will refund any amounts paid by the Customer.

10. Product returns

- 10.1 The Customer may request to return a Product after it has been delivered. The Customer will accept a Product return where it is required by law to do so, otherwise the Company may agree to accept a Product return in its discretion. The Company will generally only agree to accept a Product return where the Product is a stocked item (and not a custom or 'made to order' item), the Product and packaging is in original condition, no more than 3 months have passed since the Product was delivered, and there is no legal impediment to the Company reselling the Product. Where the Company agrees to accept a Product return, it will refund any amount paid by the Customer for the Product less delivery costs and a restocking fee of 20% of the Price of the Product or \$100.00, whichever is the greater. The Customer is responsible for the costs of returning a Product to the Company.
- 10.2 Effective from 1st May 2024, we will no longer accept returns of standard Dezincification-Resistant (DZR) brass products. Please ensure that you review your product selection carefully before purchasing, as all sales of DZR brass products will be final past the date of 1st May 2024.

11. Warranty claims

- 11.1 Some Products come with manufacturer warranties. The Customer acknowledges and agrees that these warranties are offered directly by the relevant manufacturer, and not by the Company.
- 11.2 To the extent permitted by law, the Company exclude all warranties and guarantees (whether express or implied by or arising under statute, common law, equity, trade custom or usage, or otherwise), and make no representations, relating to the Products, including warranties or guarantees of acceptable quality, merchantability and fitness for purpose.

12. Consumer protection laws

- 12.1 The Customer may have rights under applicable consumer protection law with respect to the Order. These terms and conditions do not exclude or limit any guarantee, condition, warranty or any other right or remedy the Customer may have under applicable consumer protection law (Consumer Guarantee), to the extent such Consumer Guarantee cannot be excluded, limited or modified at law. Any disclaimer, exclusion or limitation in this agreement applies to the fullest extent permitted by law and subject to any Consumer Guarantee that cannot be excluded, limited or modified at law. Where the Company fails to provide a Product in

accordance with applicable Consumer Guarantees, then to the extent permitted by law and subject to the Customer's rights under applicable law, the Company's liability will be limited to (at the Company's option) (i) replacing the Products or supplying equivalent products; (ii) repairing the Products; (iii) paying the Customer the cost of replacing the Products or of acquiring equivalent products; or (iv) paying the Customer the cost of repairing of the Products.

13. Liability

13.1 In no event will the Company be liable to the Customer or any other person for any lost profits, lost revenue, lost savings, lost production, lost goodwill or reputation, lost or damaged property, or special, indirect, punitive, consequential or incidental damages arising out of or relating to the Products, even if the Company has been advised of the possibility of such loss or damage. To the fullest extent permitted by applicable law, any liability of the Company for breach of the Order, or in tort (including negligence) or for any other common law or statutory cause of action which is not excluded by these terms and conditions is limited in the aggregate to the amount paid by the Customer to the Company for the Products.

14. Customer designs

14.1 Where the Products are made to the Customer's design, specification or instructions (Customer Design), the Customer (i) warrants that the manufacture and supply of the Products in accordance with the Customer Design will not infringe any third party's rights (including intellectual property rights); and (ii) indemnifies the Company against liabilities, losses, damages, costs and expenses (including legal expenses on an indemnity basis) made against, or suffered or incurred by, the Company as a result of any claim that the manufacture and supply of the Products in accordance with the Customer Design infringes any third party's rights (including intellectual property rights).

15. Customer acknowledgement

15.1 Except if and to the extent applicable law requires otherwise, the Customer agrees that it relies on its own knowledge and expertise in selecting the Products for any purpose and any advice or assistance given by or on behalf of the Company will be accepted at the Customer's risk and will not be deemed to have been given as expert or adviser nor to have been relied upon and no dealing between the Company and the Customer will be or deemed to be a sale by sample.

16. Other contract

16.1 If there is another signed contract between Company and the Customer for the supply of the Products, these terms and conditions apply to the extent they are not inconsistent with the other contract.

17. Credit account customers

17.1 This clause 17 applies only if the Company has approved the Customer's application for a credit account and the Customer purchases Products on credit.

17.2 Nothing in this clause 17 requires the Customer to supply Products to the Company on a credit basis. For clarity, the Company may require the Customer to pay a deposit or the full Price of the Products at the time of the Order. The Company may also withdraw its approval of the Customer's application for a credit account at any time and for any reason, in which case this clause 17 will not apply.

17.3 The Company will invoice the Company for the Price, and any applicable taxes, shipping costs and transaction fees, on a monthly basis. The Customer will pay each invoice without deduction or set-off within 30 days of receiving it.

17.4 If the Customer fails to pay for the Products in accordance with these Terms and Conditions or becomes insolvent, bankrupt, or goes into liquidation, administration or receivership, the Company may, without notice, repossess the Product and resell them or recover the amount due, or take any other action permitted by law. The Company has the right to enter the Customer's premises, with or without notice, to repossess the Products if required. In addition, any amount owing to the Company which is not paid when due will accrue interest at the rate of 15% per annum from the due date until the Company receives payment in full.

17.5 Legal and equitable title in the Products does not pass to the Customer until the Customer paid in full the Price, and any applicable taxes and shipping costs, for the Products. Until payment in full has been received by the Company, the Customer acknowledges and agrees that (i) the Products once delivered are held by the Customer in a fiduciary capacity as bailee on behalf of Company; (ii) Customer will, if directed by Company, promptly deliver up the Products to the Company and, in the event that the Customer fails to do so, the Customer gives the Company and its agents leave and licence to inspect, search for and remove the Products from the Customer's premises; and (iii) if the Products are

sold by Customer, then the proceeds and debts of the Customer arising from the on-sale will be the property of the Company and will be held on a fiduciary basis separately for its account and payable immediately without demand.

17.6 The Customer acknowledges that clause 17.6 creates a security interest in favour of the Company for the purposes of the Personal Property Securities Act 2009 (Cth) (PPSA). The Company may register its security interest on the Personal Properties Securities Register in accordance with the PPSA. The Customer will do all things reasonably required by the Company to facilitate this registration. The Customer waives to the fullest extent permitted by law any right to receive any statement or notice under the PPSA (including any verification statement).

17.7 The Customer must insure the Products from the time they are delivered until the time title passes to the Customer in accordance with clause 3 against theft, loss or damage for their full replacement value.

17.8 The Customer authorises the Company to conduct credit inquiries on the Customer through any trade references provided by the Customer in its application for a credit account, or through a credit reporting agency. The Customer acknowledges that this information can include any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers and reporting agencies can provide in accordance with the Privacy Act 1988 (Cth).

18. General

18.1 If the Company is prevented from or delayed in performing an obligation by an event beyond its reasonable control and without the fault or negligence of the Company (Force Majeure), then the Company's obligation is suspended during the period the Force Majeure continues and any further period that is reasonable in the circumstances.

18.2 A party will not assign its rights under the Order without the other party's prior consent, which will not be unreasonably withheld.

18.3 If any part of these terms or conditions is or becomes illegal, void or unenforceable, this does not invalidate the rest of the terms and conditions.

18.4 These terms and conditions and the Order constitute the entire agreement between Company and the Customer in relation to its subject matter.

18.5 These terms and conditions will be governed by and construed and interpreted in accordance with the laws of Western Australia and the parties submit to the jurisdiction of the Courts of Western Australia. The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) is excluded.

18.6 These terms and conditions may be updated by the Company from time to time. The updated terms and conditions will apply to Orders placed by the Customer after it has been notified of the updated terms and conditions.

18.7 No failure or delay by either party in exercising any right, power or privilege to which it is entitled shall operate as a waiver, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise. These terms and conditions and obligations and acknowledgments hereunder may only be waived in writing signed by the relevant party.

19. Interpretation

19.1 In these terms and conditions (i) clause headings are inserted for convenience only and do not affect interpretation; and, unless the context indicates otherwise (ii) to the extent of any inconsistency between these clauses and the details in the Order, these clauses prevail; (iii) "includes" in any form is not a word of limitation; and (iv) the Price is in Australian currency and an obligation to pay money is an obligation to pay in Australian dollars.

19.2 The following terms are defined:

Customer means the entity that has placed an Order to purchase Products from the Company.

Price means the price payable by the Customer for the Products.

Products means the products specified in the Order.