

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

Agreement	means the terms and conditions contained herein, together with any quotation, order, invoice or other document expressed to be supplemental to this Agreement;
Contractor	means CRM Group Pty Ltd ACN 634 425 577, its successors and assigns or any person acting on behalf of and with the authority of CRM Group Pty Ltd ACN 634 425 577;
Customer	means the person/s ordering the Works as specified in any invoice, document or order, and if there is more than one Customer, it is a reference to each Customer jointly and severally, along with their executors, administrators, successors and permitted assigns;
Goods	means all goods and services supplied by the Contractor to the Customer (and where the context permits, the term "Goods or Services" shall be interchangeable for the other);
Fees	means the fees payable by the Customer to the Contractor for Goods or Works, in accordance with this Agreement;
Price	means the Price payable for the Works as agreed between the Contractor and the Customer in accordance with clause 4 below;
Quote	means any document provided by the Contractor containing a price for Goods or Works, including but not limited to tax invoices, electronic quotations, or handwritten quotations;
Works	means all Works or Materials supplied by the Contractor to the Customer at the Customer's request from time to time (where the context so permits the terms 'Works' or 'Materials' shall be interchangeable for the other).
Work Site	means the site or site/s in which the Contractor has been engaged to carry out the Works.

(b) that person's legal representative, successors and assigns;

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

1.2.1 a reference to a person includes:

(a) a corporation and government body;

1.2.2 words importing the singular number or plural number include the plural number and singular number respectively;

1.2.3 words importing a gender include all genders;

- 1.2.4 lists, the term “including”, and similar words of illustration or example are not words of limitation;
- 1.2.5 rules of construction and interpretation will not apply to disadvantage a party simply because the party was responsible for drafting part or all of this Agreement;
- 1.2.6 where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- 1.2.7 reference to Acts and Statutes include all Acts and Statutes amending consolidating or replacing the Acts and Statutes referred to and all regulations by laws and ordinances issued under them;
- 1.2.8 headings or marginal notes are for ease of reference only and do not form part of or affect the construction of this Agreement;
- 1.2.9 if a party is identified as two or more persons then any agreements and undertakings on the part of either party will bind the, jointly and each of them severally;

2. **BINDING NATURE**

- 2.1 All orders placed with the Contractor shall be subject to this Agreement. The Customer is taken to have accepted and is immediately bound, jointly and severally, by the terms and conditions in this Agreement, if the Customer places an order with the Contractor for Goods or Works, signs any Quote, pays a deposit, provides instructions to the Contractor to proceed with providing Goods or Works, or accepts delivery of any Goods or Works.
- 2.2 The Contractor may, at any time, alter the terms and conditions set out in this Agreement and such altered terms and conditions shall apply immediately after

notification by the Contractor to the Customer.

3. **COMPLETION TIME**

- 3.1 Any date or time quoted for delivery of Goods and/or completion of Works is indicative only and while the Contractor will endeavour to complete the Works and/or provide the Goods by any specified date, failure to do so will not confer any right of cancellation or termination on the Customer's part or render the Contractor liable for any loss or damage sustained by the Customer.
- 3.2 The Customer will not be relieved of any obligation to pay the Fees by reason of any delay in delivery or any strike, pandemic, unavailability of materials, accidents to machinery or equipment, fires, floods, storm or tempest, acts of God, restrictions or interventions imposed by any laws or government regulations, and any other cause beyond the control of the Contractor.
- 3.3 The Contractor will not be liable for any failure or delay in providing Goods or Works due to the circumstances set out in clause 3.2 above.

4. **TERMS OF PAYMENT**

- 4.1 At the Contractor's sole discretion, the Fees payable shall be either:
 - (a) the amount/s stated in tax invoices provided by the Contractor;
 - (b) the amount/s as at the date of delivery of the Goods or Works according to any price list maintained by the Contractor; or
 - (c) the amount stated in any Quote provided by the Contractor to the Customer.
- 4.2 If there is any error or omission in a Quote, the Contractor reserves the right to change the pricing in the Quote. The Customer acknowledges that a Quote is an estimate only of the Fees payable to the Contractor.

- 4.3 The Customer must pay the Fees to the Contractor within fourteen (14) days of the Contractor providing the Customer with a tax invoice for Goods or Works, or within such other time frame specified by the Contractor.
- 4.4 If the Customer fails to make payment in accordance with clause 4.3, the Contractor shall be entitled to:
- (a) require payment up front and in full before commencement of any further Works or the provision of further Goods;
 - (b) charge default interest at the rate of 10% per annum, calculated from the due date for payment on a day to day basis on any monies due but unpaid; and
 - (c) cease any further Works for the Customer until such time as all monies owing are paid in full.
- 5. GOODS AND SERVICES TAX (GST)**
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- 5.1 Terms used in this clause 5 have the meaning given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 5.2 Unless otherwise expressed the Fees have been fixed without regard to the impact of GST.
- 5.3 If GST is or becomes payable on a Taxable Supply made under or in connection with this Agreement, the party providing consideration for that Taxable Supply (recipient) must pay an additional amount equal to the GST payable on the Taxable Supply.
- 5.4 The additional amount payable under clause 5.3 must be paid at the same time as the consideration for the Taxable Supply or on the date which the party making the supply delivers a tax invoice (whichever is later).
- 6. INSPECTION OF WORK SITE**
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- 6.1 The Customer must not interfere with, or hinder Customer's access to the Work Site.
- 6.2 If the Customer desires to inspect the progress of the Works (where progress on the Work Site is not readily ascertainable, the Customer may only enter under the Contractor's supervision, at reasonable times and after giving reasonable prior notice in writing.
- 7. TERMINATION**
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- 7.1 The Contractor may terminate this Agreement if the Customer breaches any provision of this Agreement.
- 7.2 The Contractor may also terminate this Agreement if the Customer being a natural person or persons commits an act of bankruptcy, or being a corporation has liquidators or administrators appointed, or enters into any composition arrangement with creditors.
- 7.3 Notwithstanding termination of this Agreement, the Customer is liable for payment of all Fees.
- 8. ASSIGNMENT**
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- 8.1 The Contractor may assign or otherwise deal with the whole or any part of this Agreement without the prior written consent of the Customer.
- 9. RETENTION OF TITLE**
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- 9.1 Notwithstanding delivery or installation of the Goods, title in the Goods shall remain with the Contractor until the Customer has paid all Fees and other amounts owing, regardless of whether the Goods are acceded to or attached to any property of the Customer or a third party.
- 9.2 The Customer acknowledges that following delivery or installation, they are in possession of the Goods as a bailee for the Contractor until such time as all Fees and other amounts owing have been paid in full.
- 10. PERSONAL PROPERTY AND SECURITIES LAW**
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- 10.1 Terms used in this clause 10 have the meaning given to them in the *Personal Property Securities Act 2009* (Cth).

- 10.2 The Customer acknowledges that the Contractor (at their sole discretion) may register a Security Interest over any Personal Property delivered or installed at the Work Site in the course of the Works("Work Site Property") at any time prior to full payment of the Fees.
- 10.3 The Customer undertakes to do anything (such as obtaining consents and signing documents) which the Contractor may require for the purposes of:-
- 10.3.1 ensuring that the Contractor's Security Interest is enforceable, perfected and otherwise effective under the PPSA;
- 10.3.2 enabling the Contractor to gain first priority for the Contractor's Security Interest; and
- 10.3.3 enabling the Contractor to exercise rights in connection with the Contractor's Security Interest.
- 10.4 The Contractor's rights under this Agreement are in addition to and not in substitution for the Contractor's rights under other law (including the PPSA) and the Contractor may choose whether to exercise rights under this Agreement and/or under such other law as the Contractor sees fit.
- 10.5 To the extent that Chapter 4 of the PPSA applies to any Security Interest under this Agreement, the following provisions of the PPSA are "contracted out" of this Agreement pursuant to s115 of the PPSA in respect of all Work Site Property to which that section can be applied:-
- 10.5.1 section 95 (notice of removal of accession to the extent it requires CRM to give a notice to the Customer);
- 10.5.2 section 96 (retention of accession);
- 10.5.3 section 121(4) (notice to grantor);
- 10.5.4 section 125 (obligations to dispose of or retain collateral);
- 10.5.5 section 130 (notice of disposal to the extent it requires CRM to give a notice to the Customer);
- 10.5.6 section 129(2) and 129(3);
- 10.5.7 section 132(3)(d) (contents of statement of account after disposal);
- 10.5.8 section 132(4) (statement of account if no disposal);
- 10.5.9 section 135 (notice of retention);
- 10.5.10 section 142 (redemption of collateral); and
- 10.5.11 section 143 (re-instatement of security agreement).
- 10.6 The Customer waives their rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPSA.
- 10.7 The Contractor and the Customer agree not to disclose information of the kind that can be requested under section 275(1) of the PPSA. The Customer must do everything necessary on their part to ensure that section 275(6)(a) of the PPSA continues to apply. The agreement in this sub-clause is made solely for the purpose of allowing to the Contractor the benefit of section 275 (6)(a) and the Contractor shall not be liable to pay damages or any other compensation or be subject to injunction in respect of any actual or threatened breach of this sub-clause.
- 10.8 To assure performance of the Customer's obligations under this Agreement, the Customer hereby gives the Contractor an irrevocable power of attorney to do anything the Contractor considers the Customer should do under this Agreement.
- 10.9 The Contractor may recover from the Customer the cost of doing anything under this clause 10, including registration fees.
- 10.10 The Customer must not sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise deal with or part with

possession of the Goods or any individual item or part of an item making up the Work Site without the Contractor's prior written consent.

11. RISK

11.1 Risk in the Goods passes to the Customer immediately upon delivery of the Goods to the Work Site.

12. CUSTOMER'S ACKNOWLEDGEMENTS

12.1 The Customer acknowledges that it must ensure that the Contractor has, at all times, clear and free access to the Work Site. The Contractor may charge the Customer further Fees as a result of any interruption caused to the Contractor in carrying out the Works.

12.2 The Contract accepts no liability for the visual presentation or noise level of Goods.

13. SEVERABILITY

13.1 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

14. ENTIRE UNDERSTANDING

14.1 This Agreement:

14.1.1 is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and

14.1.2 supersedes any prior agreement or understanding on anything connected with that subject matter.

14.2 Each party has entered into this Agreement without relying on any representation by any other party or any person purporting to represent that party.

15. VARIATION

15.1 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

16. WAIVER AND VARIATIONS

16.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

16.2 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

16.3 A waiver or variation is not effective unless it is in writing.

16.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

17. RELEASE

17.1 The Contractor will not be responsible for any loss, damage or injury which the Customer may suffer whether caused by the Contractor's negligence or any other cause. To the extent permissible by the law, the Contractor excludes all warranties and conditions implied by any statute or common law with respect to the Goods or Works provided to the Customer. Where liability cannot be excluded but may be limited, the Contractor's liability to the Customer is limited, at the Contractor's election, to the supply of the Works again or the cost of having the Works performed again (at the Contractor's election).

18. INDEMNITY

18.1 The Customer indemnifies the Contractor against all claims, demands, actions, proceedings or prosecutions whatsoever which may be made, brought, commenced or prosecuted against the Contractor in respect of and in connection to the Works.

19. NOTICES

19.1 A party may send a notice in connection with this Agreement by hand delivery, prepaid post or electronic mail to another party at the address of, or in such other way as, the receiving party may have last notified each other party in writing.

19.2 A notice is deemed to be received:

19.2.1 if delivered in person, when

delivered;

19.2.2 if sent by prepaid post, on the second business day after the date of posting;

19.2.3 electronic mail, when:

(a) the message has been delivered to and is capable of being retrieved from the electronic mailing address of the addressee; and

(b) the addressee has become aware that the message has been sent to that electronic mailing address.

20. NON-MERGER

20.1 The rights and obligations of the parties in respect of the covenants, warranties, and

representations contained in this Agreement will not merge but survive termination, completion or assignment of this Agreement.

21. FURTHER ASSURANCES

21.1 Each party must, at its own expense, do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including but not limited to the execution of documents.

22. GOVERNING LAW

22.1 This Agreement shall be construed and take effect in accordance with, and shall be governed by, the law in force in Queensland.

22.2 Each of the parties submits to the jurisdiction of the courts of the state of Queensland and the Commonwealth of Australia.