

COASTLINE BUILDING CERTIFICATION GROUP PTY LTD
Terms and Conditions of Engagement

1. Application of these Terms and Conditions

1.1 The Client agrees that prior to placing an order with CBCG, the Client has read and agreed to the terms and conditions as set out hereunder. For the purposes of this agreement, "CBCG" is COASTLINE BUILDING CERTIFICATION GROUP PTY LTD A.B.N. 42 090 491 982, being the Principal Certifying Authority/Consultant engaged by the Client and the "Client" is the applicant named on CBCG's Application for a Credit Account, Work Authorisation or Pre Purchase Inspection Request or where none exist then on the Quote provided by CBCG to the Client. "Contract" means the accepted Quote or Work Authorisation. In this agreement "Services" mean the services described in the Quote and include any reports or certificates prepared or produced by CBCG in connection with those services. "Work/s" means the performance of the Services.

2. Quote

2.1 CBCG Supply Quote

CBCG may give the Client a Quote specifying the Services required in order to fulfill the Client's instructions and an estimate of CBCG's charge for the performance of such Services.

2.2 Acceptance by the Client

Where CBCG has given the Client a Quote:

- a. CBCG need not commence the Services until the Quote has been accepted by the Client and all details pertaining to the Contract have been received by CBCG;
- b. The Client shall accept the Quote by instructing (in writing) CBCG to commence the Services by signing and returning a true copy of the Quote accompanied by a purchase order number if applicable;
- c. Acceptance by the Client of the Quote will constitute acceptance by the Client of these terms and conditions;
- d. Quotes are valid for ninety (90) days only, unless an extension has been authorised by CBCG;
- e. the Client warrants that it has not relied on any representation by CBCG and its employees and agents other than as supplied in writing in the Quote.

3. Prices

3.1 CBCG reserves the right to review the prices referred to in the Quote or Work Authorisation at any time if either;

- a. there are any unforeseen costs incurred by CBCG e.g. due to legislation or;
- b. any assumptions set out in the Quote or Work Authorisation prove to be incorrect e.g. additional inspections are required.

4. Variations

4.1 CBCG may vary the Contract in order to carry out its contractual obligations and/or increase the Contract price by way of notice to the Client if:

- a. the proposed Work does not commence within twelve (12) months from the date of the Contract; or
- b. the progress of the proposed Work is delayed by any person retained by the Client; or
- c. the client redesigns the proposed works; or
- d. if any part of the proposed work that is pursuant to a Deemed to Satisfy provision is changed; or
- e. additional Development Permit Construction or Compliance Certificates are required to be issued by CBCG other than those listed in the Schedule; or
- f. any part of any Act or Code requires any aspect of the proposed Work to be varied; or
- g. additional inspections are required other than those listed in the Schedule; or
- h. any unnecessary delays are caused by the Client that obstruct CBCG's contractual obligation; or
- i. any Notice or Order is issued by CBCG.

4.2 CBCG shall claim any costs associated with any variation or unnecessary delay, including change of ownership.

5. Client Acknowledgement

5.1 The Client shall determine the suitability of the Services provided by CBCG. Should additional work be required to achieve the Client's objectives over and above those quoted by CBCG, such work will become a variation and subject to additional costs to the Client.

5.2 The Client must not represent in any way that CBCG supports or endorses the Client's business or any goods or services provided by the Client without CBCG's written consent. The Client must not undertake any campaign, prepare any advertising material or publicity or cause publication of any advertisement or article about CBCG or CBCG's Services without CBCG's written consent.

6. Copyright

6.1 CBCG retains all copyright in any documents produced and supplied by CBCG to the Client in connection with the performance of the Services. The Client must not reproduce any such documents without CBCG's prior written consent.

7. Site Access

7.1 The Client shall ensure that CBCG has clear and uninterrupted access to the work site until CBCG's Work has been completed and CBCG has been paid in full.

7.2 The Client will indemnify CBCG from additional costs or penalties should the completion of CBCG's Work be delayed due to interrupted site access.

8. Payment

8.1 Time for Payment

The Client must, within the time specified in Quote or Work Authorisation, upon the Client receiving CBCG's invoice, pay CBCG the total amount set out in the invoice.

8.2 Interest

CBCG may charge interest at a rate of ten per centum per annum (10% per year) calculated on a daily basis on amounts not paid within the time specified in clause 8.1, 8.5 and 9.4.

8.3 Deposit

- a. CBCG may require a deposit from Client. The time for such payment will be specified in CBCG's Quote or Work Authorisation.
- b. The Client acknowledges CBCG is under no obligation to start or undertake any Works as requested by the Client, until the deposit is received by CBCG in full and when all details pertaining to the Contract are finalised.
- c. In the event of default as to payment owing to CBCG on the part of the Client, CBCG shall be entitled to forfeit the deposit and claim any profit or margin contemplated by or allowed for in the Contract in addition to any remedy available to CBCG at law or in equity.

8.4 Damages

The Client must pay to CBCG any costs, expenses or losses incurred by CBCG as a result of the Client's failure to pay to CBCG all sums outstanding as owed by the Client to CBCG including without limiting the generality of the forgoing any debt collection and legal costs incurred in enforcing payment on a solicitor and own client basis.

- 8.5 Cancellation
The Client shall reimburse CBCG for any costs, expenses or losses incurred by CBCG should the Client cancel the accepted Quote or Work Authorisation. The time for payment for such cancellation shall be seven (7) days from CBCG's invoice.
- 9. Termination**
- 9.1 CBCG may terminate the Contract if:
- the Client fails to pay any monies owing to CBCG seven (7) days after payment is due; or
 - the Client breaches the Contract in any way whatsoever.
- 9.2 Notice of Termination will be sent to the Client by CBCG giving the reason/s.
- 9.3 CBCG is entitled to carry out a final inspection prior to termination at the Client's cost.
- 9.4 Monies due to CBCG at termination must be paid by the Client within seven (7) days from receipt of CBCG's invoice.
- 10. Liability**
- 10.1 Non-excludable Rights
The parties acknowledge that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these terms and conditions and there are rights and remedies conferred on the Client in relation to the provision of the services which cannot be excluded, restricted or modified by the agreement ("Non-excludable Rights").
- 10.2 Disclaimer of Liability
CBCG disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the Client, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. To the extent permitted by law, the liability of CBCG for a breach of a Non-Excludable Right is limited, at CBCG's option, to the supplying of the Services again or payment of the cost of having the Services supplied again.
- 10.3 Indirect Losses
Notwithstanding any other provision of these terms and conditions, CBCG is in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate the Client for:
- any increased costs or expenses;
 - any loss of profit, revenue, business, contracts or anticipated savings;
 - any loss or expense resulting from a claim by a third party; or
 - any special, indirect or consequential loss or damage of any nature whatsoever caused by CBCG's failure to complete or delay in completing the Services.
- 10.4 Non Issue of Occupation Certificate NSW
If for any reason an Occupation Certificate is not issued, CBCG's responsibilities under the Contract shall cease forthwith. If there are any liabilities that are occasioned under Part 4 of the Environmental Planning and Assessment Act 1979 (NSW), CBCG will be able to give evidence that no action can be brought ten years after the date of the termination of the Contract.
- 10.5 Force Majeure
CBCG will have no liability to the Client in relation to any loss, damage or expense caused by CBCG's failure to complete the Services as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, or any other matter beyond CBCG's control.
- 10.6 CBCG's Indemnity
The Client shall indemnify CBCG from any claims or charges relating to the damage and/or loss of property from the work site.
- 11. Privacy Act 1988**
- 11.1 The Client and/or the Guarantor/s (herein referred to as the Client) agree for CBCG to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by CBCG.
- 11.2 The Client agrees that CBCG may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- to assess an application by the Client; and/or
 - to notify other credit providers of a default by the Client; and/or
 - to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - to assess the creditworthiness of the Client.
- The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 11.3 The Client consents to CBCG being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 11.4 The Client agrees that personal credit information provided may be used and retained by CBCG for the following purposes (and for other purposes as shall be agreed between the Client and CBCG or required by law from time to time):
- the provision of Goods; and/or
 - the marketing of Goods by CBCG, its agents or distributors; and/or
 - analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
 - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.
- 11.5 CBCG may give information about the Client to a credit reporting agency for the following purposes:
- to obtain a consumer credit report about the Client;
 - allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 11.6 The information given to the credit reporting agency may include:
- personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - details concerning the Client's application for credit or commercial credit and the amount requested;
 - advice that CBCG is a current credit provider to the Client;
 - advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - information that, in the opinion of CBCG, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
 - advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - that credit provided to the Client by CBCG has been paid or otherwise discharged.
- 12. Personal Property Securities Act 2009 ("PPSA")**
- 12.1 In this clause:

- a. financing statement has the meaning given to it by the PPSA;
 - b. financing change statement has the meaning given to it by the PPSA;
 - c. security agreement means the security agreement under the PPSA created between the Client and CBCG by these terms and conditions; and
 - d. security interest has the meaning given to it by the PPSA.
- 12.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions:
- a. constitute a security agreement for the purposes of the PPSA; and
 - b. create a security interest in:
 - (i) all Goods previously supplied by CBCG to the Client (if any);
 - (ii) all Goods that will be supplied in the future by CBCG to the Client.
- 12.3 The Client undertakes to:
- a. promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which CBCG may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 12.3a(i) or 12.3a(ii);
 - b. indemnify, and upon demand reimburse, CBCG for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
 - c. not register a financing change statement in respect of a security interest without the prior written consent of CBCG;
 - d. not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of CBCG; and
 - e. immediately advise CBCG of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 12.4 CBCG and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 12.5 The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 12.6 The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 12.7 Unless otherwise agreed to in writing by CBCG, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 12.8 The Client shall unconditionally ratify any actions taken by CBCG under clauses 12.3 to 12.5.
- 13. Security and Charge**
- 13.1 The Client hereby charges all property, both equitable and legal, present or future of the Client in respect of any monies that may be owing by the Client to CBCG under the terms and conditions or otherwise and hereby authorises CBCG or its solicitors to execute any consent form as its attorney for the purpose of registering a caveat over any real property owned by the Client at any time or to register this charge over assets of the Client with the Australian Securities and Investments Commission.
- 14. General Matters**
- 14.1 Severability
Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these terms and conditions or affecting the validity or enforceability of that provision in any other jurisdiction.
- 14.2 Governing Law and Jurisdiction
These terms and conditions are governed by the laws of the state of New South Wales or Queensland (as applicable) and the Client and CBCG submit to the jurisdiction of its courts.