



SLAB CULTURE
— CREATIVE CONCRETE DESIGNS —

TERMS AND CONDITIONS OF SUPPLY AND INSTALL

1. Definitions and interpretation

1.1. Definitions

Additional Charge means:

- (a) fees or charges for additional work performed at the Client's request or reasonably required as a result of the Client's conduct, calculated in accordance with the Slab Culture's then current prices; and
- (b) expenses incurred by the Slab Culture, at the Client's request or reasonably required as a result of the Client's conduct.

Agreement means the terms and conditions contained herein this contractual agreement, the Application Form and the Quote as applicable;

Authorised Representative means the person nominated on the Application Form and any other person as nominated by the Client from time to time;

Business Day means a day that is not a Saturday, Sunday or public holiday in the place where the Services are principally being carried out or the Goods provided.

Client means the person identified on a Quote or Order as the Client and includes the Client's agents and permitted assigns.

Goods means any goods supplied by the Slab Culture including those supplied in the course of providing Services.

GST means Goods and Services Tax



Intellectual Property Rights means intellectual property rights at any time protected by statute or common law, including copyright, trademarks, patents and registered designs.

Loss includes, but is not limited to, costs (including party to party legal costs and the Slab Culture's legal costs), expenses, lost profits, award of damages, personal injury and property damage.

Order means a purchase order for Goods or Services placed by a Client in response to a Quote and as varied in writing from time to time by the parties.

PPS Law means:

- (a) the *Personal Property Security Act 2009* (Cth) (PPS Act) and any regulation made at any time under the PPS Act (each as amended from time to time); and
- (b) any amendment made at any time to any other legislation as a consequence of a PPS Law.

Project means the works that Slab Culture will carry out on your behalf.

Purchase Price means the costs of the Services as at the date of this Agreement and stated on the Quote as varied from time to time by the Slab Culture;

Quote means a written description of the Goods or Services to be provided, an estimate of the Slab Culture's charges for the performance of the required work and an estimate of the time frame for the performance of the work.

Services means the services to be provided by Slab Culture to the Client in accordance with a Quote and these terms of trade.

Supplier means the Slab Culture as the supplier of Goods or Services on the Quote and these terms and conditions and includes Slab Culture's Authorised Representative, agents and permitted assigns.

1.2 Interpretation

In these terms of trade, unless the context otherwise requires:

- (a) a reference to writing includes email and other communication established through the Slab Culture's website (if any);
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause or paragraph is a reference to a clause or paragraph of these terms of trade;
- (d) a reference to a party to these terms of trade or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;



- (f) headings are for ease of reference only and do not affect the meaning or interpretation of these terms of trade; and
- (g) if the date on which any act, matter or thing is to be done falls on a day which is not a Business Day, that act, matter or thing:
 - (i) if it involves a payment other than a payment which is due on demand must be done on the preceding Business Day; and
 - (ii) in all other cases, must be done on the next Business Day.

2. General

- (a) These terms of trade apply to all transactions between the Client and the Slab Culture relating to the provision of Goods and Services. This includes all quotations, contracts and variations. These terms of trade take precedence over terms of trade contained in any document of the Client or elsewhere.
- (b) The variation or waiver of a provision of these terms or a party's consent to a departure from a provision by another party is ineffective unless in writing signed by the parties.
- (c) Slab Culture may amend any details in a Quote by notice in writing to the Client. Such amended details supersede any relevant prior detail in dealings between the parties.

3. Quotes

- (a) Slab Culture may provide the Client with a Quote. Any Quote issued by Slab Culture is valid for thirty (30) days from the date of issue.
- (b) Unless otherwise expressly agreed in writing, a Quote does not include delivery or installation of the Goods.
- (c) Quotes are based upon the cost of materials available at the time of preparation of the Quote and assume the timely supply by the Client of necessary material and instructions to Slab Culture.
- (d) Following provision of a Quote to the Client, Slab Culture is not obliged to commence work until the Quote has been accepted by the Client. This occurs by the Client signing and completing these terms and conditions and returning these terms and conditions to Slab Culture.
- (e) Slab Culture reserves the right to amend any Quote before the Order has been completed to take into account any rise or fall in the cost of completing the Order. Slab Culture will notify the Client of any amendment as soon as practicable, at which point the amended Quote will be the estimate or Quote for the purposes of these terms of trade.
- (f) An indication in a Quote of the time frame for the provision of the Goods or Services is an estimate only and is not a fixed time frame. Subject to any obligations in respect of consumer guarantees under the Australian Consumer Law, this estimate is not binding upon the Slab Culture.



4. Price

- (a) The price payable for the Services and Goods is the Purchase Price as detailed in Item 4 of Schedule 1.
- (b) Prices are subject to change from time to time by the Slab Culture with no notice being required to be given to the Client.
- (c) Prices are current as at the date these terms and conditions are validly executed by the Client.
- (d) The Purchase Price contained in the Quote remains valid for a period of thirty (30) days from the date that it is provided to the Client.
- (e) You must pay Slab Culture the deposit as detailed in Item 3 of the Schedule 1.
- (f) You must pay the balance of the Purchase Price as detailed in Item 7 of the Schedule 1.

5. Orders

- (a) Every Order by the Client for the provision of Goods or Services must be submitted in writing on these terms and conditions of Slab Culture (unless otherwise agreed by Slab Culture).
- (b) An Order will only be deemed to be placed by the Client if the Order clearly identifies the Goods or Services ordered and the Slab Culture's Quote. Any costs incurred by the Slab Culture in reliance on incorrect or inadequate information provided by the Client in an Order may result in the imposition of an Additional Charge.
- (c) These terms and conditions must be signed by an Authorised Representative of the Client and must specify the required date of delivery.
- (d) Placement of an Order by the Client signifies acceptance by the Client of these terms of conditions and the most recent Quote provided by the Slab Culture relating to that Order.
- (e) Slab Culture may in its absolute discretion refuse to provide Goods or Services where:
 - (i) Goods are unavailable for any reason whatsoever;
 - (ii) credit limits cannot be agreed upon or have been exceeded; or
 - (iii) payment for Goods or Services previously provided to the Client or any related corporation of the Client or to any other party who is, in the reasonable opinion of Slab Culture, associated with the Client under the same or another supply contract, has not been received by Slab Culture.
- (f) An Order cannot be cancelled without the prior written consent of Slab Culture. Where an Order is cancelled, the Client indemnifies Slab Culture against any Losses incurred by Slab Culture as a result of the cancellation. This includes, but is not limited to, loss of profit from other orders foregone as a result of the scheduling of the Order which is subsequently cancelled.

6. Variations



- (a) The Client may request that its Order be varied by providing a request in writing to Slab Culture. A request for a variation must be agreed to in writing by Slab Culture in order to have effect.
- (b) If the Client wishes to vary its requirements after a Quote has been prepared by Slab Culture or after the placement of an Order, Slab Culture reserves the right to vary the Quote to include any Additional Charge in respect of any extra costs incurred or additional work carried out due to the variation, in accordance with its then current charge rates. A revised Quote issued by Slab Culture in respect of the requested variation supersedes the original Quote. If the revised Quote only specifies additional work, the Quote for that additional work will be in addition to the immediately preceding Quote for the Goods or Services or both.
- (c) Slab Culture has an automatic extension of time for the provision of the Goods or Services equal to the delay caused by the variation.

6. Invoicing and payment

- (a) Slab Culture may in its absolute discretion, issue an invoice to the Client in any one or more of the following ways:
 - (i) prior to commencing the provision of the Goods or Services, for an amount equal to the Quote and Additional Charges where Slab Culture has not previously carried out work for the Client or where Slab Culture chooses to do so;
 - (ii) at the end of each week before the Order is completed, Slab Culture may issue one or more invoices for a proportion or the whole of the amount of the Quote (the proportion to be calculated at the Slab Culture's discretion either for work done to that point, work in the future or both) and require that proportion of the Order to be paid in advance of any further Goods or Services being provided; or
 - (iii) upon completion of the provision of the Goods or Services or any time thereafter, for an amount equal to the Quote or the balance of the Order outstanding, any Additional Charges and any amount not previously invoiced, or if no Quote was provided, for an amount representing the Slab Culture's charge for the work performed in completing the Order and for any Additional Charges.
- (b) The amount payable by the Client will be the amount set out in the invoice. This will be calculated as:
 - (i) the amount for the Goods or Services (or both) as set out in the Quote and any Additional Charges, or
 - (ii) where no Quote has been provided by Slab Culture, Slab Culture's usual charges for the goods or services (or both) as described in the Order.



- (c) The Client must pay any invoice issued by Slab Culture to the Slab Culture within 24 hours of a valid tax invoice being issued to the Client.
- (d) If any invoice is due but unpaid, Slab Culture may withhold the provision of any further Goods or Services until overdue amounts are paid in full.
- (e) Slab Culture may in its absolute discretion apply any payment received from the Client to any amount owing by the Client to the Slab Culture.
- (f) The Client is not entitled to retain any money owing to Slab Culture notwithstanding any default or alleged default by Slab Culture of these terms of trade, including (but not limited to) the supply of allegedly faulty or defective Goods, provision of Services to an inadequate standard or a delay in the provision of Goods or Services. Nothing in this paragraph affects the Client's rights for any alleged failure of a guarantee under the Australian Consumer Law.
- (g) The Client is to pay the Slab Culture on demand interest at the rate of 10% per year on all overdue amounts owed by the Client to Slab Culture, calculated daily.
- (h) All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees and internal costs and expenses of Slab Culture, are to be paid by the Client as a debt due and payable under these terms and conditions.
- (i) The Client and Slab Culture agree to comply with their obligations in relation to Goods and.

7. GST

- (a) All prices contemplated by this Agreement, Quote and any other document provided by the Supplier are exclusive of and subject to GST.
- (b) A reference in this clause to a term defined or used *in A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (c) The parties acknowledge that GST is imposed on a supply made under or in connection with this Agreement and that the consideration provided for that supply will be increased by the rate at which the GST is imposed and the additional consideration will be payable by the Customer to the Supplier at the same time as the consideration to which the additional consideration relates.
- (d) The Supplier will issue a Tax Invoice to the Customer for the supply of the Services and/or Goods at the time of payment of the GST inclusive consideration or at another time agreed by the parties.
- (e) If one of the parties is entitled to be reimbursed for an expense or outgoing incurred in connection with this Agreement, the amount of the reimbursement will be net of any input tax credit which may be claimed by the party being reimbursed in relation to that expense or outgoing.
- (f) The Customer must pay any taxes in relation to the receipt of the Services and/or Goods.



8. Additional Charges

- (a) Slab Culture may require the Client to pay Additional Charges in respect of Costs incurred by Slab Culture as a result of reliance on inadequate or incorrect information or material provided by the Client or information or material supplied later than required by Slab Culture in order for it to provide the Goods or Services within the specified time frame (if any).
- (b) The imposition of Additional Charges may also occur as a result of:
 - (i) cancellation by the Client of an Order where cancellation results in Loss to Slab Culture;
 - (ii) storage costs for Goods not collected from Slab Culture within 2 weeks of the date on which the Goods are manufactured, fabricated, created or formed;
 - (iii) photocopying, courier, packing or handling charges not included in the Quote;
 - (iv) Government or council taxes or charges not included in the Quote; or
 - (v) additional work required by the Client or any other occurrence which causes Slab Culture to incur costs in respect of the Client's Order additional to the quoted cost.

9. Acceptance of Goods

If the Client fails to advise Slab Culture in writing of any fault in Goods or failure of Goods to accord with the Client's Order within on completion of the work hours of delivery, the Client is deemed to have accepted the Goods and to have accepted that the Goods are not faulty and accord with the Client's Order. Nothing in this paragraph affects the Client's rights for any alleged failure of a guarantee under the Australian Consumer Law.

10. Client Warranties and Indemnities

- (a) The Client warrants:
 - (i) that all information provided to Slab Culture is accurate and acknowledges that Slab Culture has placed reliance on the information provided and is not required to make any enquires to determine the validity of the information provided;
 - (ii) the Authorised Person has the authority to perform and authorise any action that the Client may undertake; and
 - (iii) that all times throughout the term of this Agreement the Client will notify the Supplier if there is a change to the Client's Authorised Person.
- (b) The Client authorises Slab Culture to:
 - (i) the extent permitted by law, to collect, retain and use any information about the Customer; and



- (ii) disclose any information obtained by any person for the purposes of delivering the Services and/or Goods.
- (c) The Client indemnifies Slab Culture against:
 - (i) any penalty or liability incurred by Slab Culture for any breach by the Client of this Agreement; and
 - (ii) all actions, claims, demands, losses, damages, costs and expenses which Slab Culture may sustain or incur or for which Slab Culture may become liable whether during or after the term of this Agreement, by reason of any act or omission or negligence by Slab Culture and its respective employees or any other authorised person.
- (d) Slab Culture is not liable for any defect or damage caused by the Supplier providing or supplying the Services and/or Goods.
- (e) Slab Culture is not liable to compensate the Customer for any losses incurred for failure or delay if such is due to fire, cyclone, earthquake, flood, tsunami, inclement weather, strike, labour dispute, war, government order, riot, revolution, pandemic, civil commotion or any other cause beyond its reasonable control.

11. Slab Culture's Warranties

- 11.1 Subject to the conditions of contained in the Quote and the manufacturer's warranty as set out in clause 11.2 the Supplier warrants that if any defect in any workmanship of the Supplier becomes apparent and is reported to the Supplier within twelve (12) months of the date of delivery (time being of the essence) then the Supplier will either (at the Supplier's sole discretion) replace or remedy the workmanship.
- 11.2 The conditions applicable to the warranty given by clause 11.1 are:
 - (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (b) failure on the part of the Customer to properly maintain any Goods; or
 - (c) failure on the part of the Customer to follow any instructions or guidelines provided by the Supplier; or
 - (d) any use of any Goods otherwise than for any application specified on a quote or order form; or
 - (e) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (f) fair wear and tear, any accident or act of God.
- 11.3 the warranty shall cease and the Supplier shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Supplier's consent.(c) in respect of all claims the Supplier shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.
- 11.4 For Goods not manufactured by the Supplier, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be



responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

(a) in priority to all other creditors of the Customer over the Goods.

12. Title and risk

- (a) Ownership of the Goods does not pass from the Supplier to the Customer until full and complete payment of the Purchase Price has been received by the Supplier; and
- (b) any other obligations under this Agreement have been fulfilled by the Customer.
- (c) Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Supplier's ownership or rights in respect of the Goods shall continue.
- (d) It is further agreed that:
- (e) where practicable the Goods must be kept separate and identifiable until the Supplier has received full payment of the Purchase Price and all other obligations of the Customer are met;
- (f) until such time as ownership of the Goods shall pass from the Supplier to the Customer the Supplier may give notice in writing to the Customer to return the Goods or any of them to the Supplier. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease;
- (g) the Supplier shall have the right of stopping the Goods in transit whether or not delivery has been made;
- (h) if the Customer fails to return the Goods to the Supplier then the Supplier or the Suppliers' agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods;
- (i) the Customer is only a bailee of the Goods and until such time as the Supplier has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Customer owes to the Supplier for the Goods, on trust for the Supplier;
- (j) the Customer must not deal with the money of the Supplier in any way which may be adverse to the Supplier;
- (k) the Customer shall not charge the Goods in any way nor grant nor otherwise give any interest, including but not limited to a security interest, in the Goods while they remain the property of the Supplier;
- (l) the Supplier can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer; and
- (m) until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that the Supplier will be the owner of the end products.
- (n) The Customer hereby irrevocably grants to the Supplier the right, at its sole discretion, to remove or repossess any Goods from the Customer and sell or dispose of them, and



the Supplier is not be liable to the Customer or any person claiming through the Customer and the Supplier is entitled to retain the proceeds of any Goods sold and apply same towards the Customer's indebtedness to the Supplier. If the Customer commits an act of bankruptcy, enters into any form of administration or liquidation, makes any composition or arrangement with its creditors, ceases to carry on business or breaches any fundamental clause of this agreement, then the Supplier may without prejudice to any other remedies it may have, repossess any Goods delivered to the Customer on any account which has not been paid in accordance with the terms and conditions herein and commence proceedings to recover the balance of any monies owing the Supplier by the Customer.

- (o) The Supplier hereby charges the Goods with the due and punctual payment of all payments due to the Supplier by the Customer.
- (p) The Customer consents to the Supplier lodging an interest over the Goods with the PPSA register and agrees that the Supplier is entitled to registration in priority to all other creditors of the Customer over the Goods.

13. Personal Properties Security Act

- (a) In this clause all terms have the meaning given to them in the Personal Properties Security Act 2009.
- (b) In this clause Property includes all Goods supply by the Supplier to the Customer, including but not limited Goods as described on the; Tax Invoice; quotation; work authorisation; Application Form; Job Order Form; or other form as approved by the Supplier and includes Services relating thereto.
- (c) This clause considers Property to be Personal Properties Security Act 2009 Retention of Title Property in accordance with s51F of the Corporations Act 2001 (Cth);
- (d) If the Supplier grants credit terms to the Customer, then to secure the punctual payment of all amounts owed by the Customer to the Supplier, the Customer grants to the Supplier a security interests over all:
 - (i) present and after-acquired property of the Customer in relation to which the Customer can be grantor of a security interest under the Personal Properties Security Act 2009; and
 - (ii) Property (including any proceeds of that Property) supplied on retention of title terms to the Customer by the Supplier pursuant to the terms of this Agreement.
- (e) The Customer acknowledges that this Agreement:
 - (i) constitutes a security agreement;
 - (ii) creates a security interest in all Goods previously supplied by the Supplier to the Customer; and
 - (iii) creates a security interest in all Goods that will be supplied in the future by the Supplier to the Customer.



- (f) The Customer agrees to promptly sign any further documents and/ or provide any further information which the Supplier may reasonable require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Properties Security Register;
 - (ii) register any other document required to be registered by the Personal Properties Security Act 2009; or
 - (iii) correct a defect in a statement referred to in this clause.
- (g) The Customer agrees to indemnify, and upon demand reimburse the Supplier for all expenses incurred in registering a statement referred to in clause 18.6 of this Agreement on the Personal Properties Security Register or releasing any Goods charged thereby;
- (h) The Customer agrees not to register a financing change statement in respect of a security interest without the prior written consent of the Supplier.
- (i) The Customer agrees not to 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 the Supplier.
- (j) The Customer agrees to immediately advise the Supplier 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.
- (k) The Supplier and the Customer agree to expressly exclude the operation of the following provisions of the Personal Properties Security Act 2009 from this Agreement:
 - (i) Section 96;
 - (ii) Section 115; and
 - (iii) Section 125 of the Personal Properties Security Act 2009.
- (l) The Customer waives its rights to receive notices under:
 - (i) Section 95;
 - (ii) Section 118;
 - (iii) Section 121(4);
 - (iv) Section 130;
 - (v) Section 132(3)(d); and
 - (vi) Section 132(4) of the Personal Properties Security Act 2009.

14. Intellectual Property Rights

- (a) The Client warrants that it owns all Intellectual Property Rights pertaining to its Order for Goods or Services or has a licence to authorise Slab Culture to reproduce or use all copyright works or other materials the subject of Intellectual Property Rights supplied by the Client to Slab Culture for the purposes of the Order. Further, the Client indemnifies and agrees to keep indemnified Slab Culture against all Losses incurred by



Slab Culture in relation to or in any way directly or indirectly connected with any breach of any other Intellectual Property Rights in relation to any material supplied by the Client.

- (b) Unless specifically agreed in writing between Slab Culture and the Client, all Intellectual Property Rights in any works created by Slab Culture on behalf of the Client vest in and remain the property of Slab Culture.
- (c) Subject to payment of all invoices due in respect of the Goods or Services, Slab Culture grants to the Client a perpetual, non-exclusive licence to use the works created or produced by Slab Culture in connection with the provision of Goods or Services under these terms of trade for the purposes contemplated by the Order.

15. Agency and assignment

- (d) The Client agrees that Slab Culture may at any time appoint or engage an agent to perform an obligation of Slab Culture arising out of or pursuant to these terms and conditions.
- (e) Slab Culture has the right to assign and transfer to any person all or any of its title, estate, interest, benefit, rights, duties and obligations arising in, under or from these terms of trade provided that the assignee agrees to assume any duties and obligations of Slab Culture owed to the Client under these terms of trade.
- (f) The Client is not to assign, or purport to assign, any of its obligations or rights under these terms of trade without the prior written consent of Slab Culture.

16. Default by Client

- (g) Each of the following occurrences constitutes an event of default:
 - (i) the Client breaches or is alleged to have breached these terms and conditions for any reason (including, but not limited to, defaulting on any payment due under these terms of trade) and fails to remedy that breach within seven (7) days of being given notice by Slab Culture to do so;
 - (ii) the Client, being a natural person, commits an act of bankruptcy;
 - (iii) the Client, being a corporation, is subject to:
 - A. a petition being presented, an order being made or a meeting being called to consider a resolution for the Client to be wound up, deregistered or dissolved;
 - B. a receiver, receiver and manager or an administrator under Part 5.3A of the *Corporations Act 2001* being appointed to all or any part of the Client's property and undertaking;
 - C. the entering of a scheme of arrangement (other than for the purpose of restructuring); and
 - D. any assignment for the benefit of creditors;



- (iv) the Client purports to assign its rights under these terms of trade without Slab Culture's prior written consent; or
 - (v) the Client ceases or threatens to cease conduct of its business in the normal manner.
- (b) Where an event of default occurs, except where payment in full has been received by Slab Culture, Slab Culture may:
 - (i) terminate these terms and conditions;
 - (ii) terminate any or all Orders and credit arrangements (if any) with the Client;
 - (iii) refuse to deliver Goods or provide further Services;
 - (iv) pursuant to clause 9(c), repossess and re-sell any Goods delivered to the Client, the payment for which has not been received; or
 - (v) retain (where applicable) all money paid by the Client on account of Goods or Services or otherwise.
- (c) In addition to any action permitted to be taken by Slab Culture under paragraph 12(b), on the occurrence of an event of default all invoices will become immediately due and payable.

17. Termination

In addition to the express rights of termination provided in these terms and conditions, Slab Culture may terminate these terms and conditions by giving five (5) Business Days written notice to the Client.

18. Exclusions and limitation of liability

- (a) The Client expressly agrees that use of the Goods and Services is at the Client's risk. To the full extent allowed by law, Slab Culture's liability for breach of any term implied into these terms of trade by any law is excluded.
- (b) All information, specifications and samples provided by Slab Culture in relation to the Goods or Services are approximations only and, subject to any guarantees under the Australian Consumer Law, small deviations or slight variations from them which do not substantially affect the Client's use of the Goods or Services will not entitle the Client to reject the Goods upon delivery, or to make any claim in respect of them.
- (c) Slab Culture's gives no warranty in relation to the Services provided or supplied. Under no circumstances are Slab Culture or any of its suppliers liable or responsible in any way to the Client or any other person for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues) as a result, direct or indirect of any defect, deficiency or discrepancy in the Goods or Services. This



includes their form, content and timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for and in relation to any of the following:

- (i) any Goods or Services supplied to the Client;
 - (ii) any delay in supply of the Goods or Services; or
 - (iii) any failure to supply the Goods or Services.
- (d) Any advice, recommendation, information, assistance or service given by Slab Culture in relation to Goods or Services or both, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty or accuracy, appropriateness or reliability. Slab Culture does not accept any liability or responsibility for any Loss suffered as a result of the Client's reliance on such advice, recommendation, information, assistance or service.
- (e) To the fullest extent permissible at law, Slab Culture is not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide Goods or Services, or otherwise arising out of the provision of Goods or the Services, whether based on terms of trade, negligence, strict liability or otherwise, even if Slab Culture has been advised of the possibility of damages.
- (f) The Australian Consumer Law may give to the Client certain guarantees. Where liability for breach of any such guarantee can be limited, Slab Culture 's liability (if any) arising from any breach of those guarantees is limited with respect to the supply of Goods, to the replacement or repair of the Goods or the costs of resupply or replacement of the Goods or with respect to Services to the supply of Services again or cost of re-supplying the Services again.

19. Indemnity

- (a) The Client indemnifies and keeps indemnified Slab Culture, its Authorised Representatives, and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Client) against Slab Culture or, for which Slab Culture is liable, in connection with any Loss arising from or incidental to the provision of Goods or Services, any Order or the subject matter of these terms of trade including.
- (b) This includes, but is not limited to, any legal costs incurred by Slab Culture in relation to meeting any claim or demand of any party legal costs for which Slab Culture is liable in connection with any such claim or demand.
- (c) This provision remains in force after the termination of these terms of trade.

20. Force majeure

- (a) If circumstances beyond Slab Culture's control prevent or hinder its provision of the Goods or Services, Slab Culture is free from any obligation to provide the Goods or



Services while those circumstances continue. Slab Culture may elect to terminate this agreement or keep the agreement on foot until such circumstances have ceased.

- (b) Circumstances beyond Slab Culture's control include, but are not limited to, unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, transport difficulties, pandemics (both local and global where restrictions affect the supply of Goods and Services) and failures or malfunctions of computers or other information technology systems.

21. Dispute resolution

- (c) If a dispute arises between the Client and Slab Culture, the following procedure apply:
 - (i) A party may give another party a notice of the dispute and the dispute must be dealt with in accordance with the procedure set out in this clause.
 - (ii) A party must not commence legal proceedings (except proceedings seeking interlocutory relief) in respect of a dispute unless the dispute has been referred for resolution in accordance with this paragraph.
 - (iii) A party must not oppose any application for a stay of any legal proceedings that may be issued in respect of a dispute pending the completion or termination of the procedure set out in this paragraph.
- (d) If a dispute is notified, the dispute must immediately be referred to the parties' respective senior management. Those representatives must endeavour to resolve the dispute as soon as possible and in any event within ten (10) Business Days (or other period as agreed).
- (e) Unless otherwise agreed by the parties, any dispute that cannot be settled by negotiation between the parties or their representatives, the parties expressly agree to endeavour to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (**ACDC**) before having recourse to arbitration or litigation. The mediation must be conducted in accordance with the ACDC Guidelines for Commercial Mediation which operate at the time the matter is referred to ACDC. The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of the Guidelines are incorporated into these terms of trade. This paragraph survives termination of these terms of trade.
- (f) Notwithstanding the existence of a dispute (including the referral of the dispute to mediation), each party must continue to perform its obligations under these terms of trade.
- (e) The parties must hold confidential, unless otherwise required by law or at the direction of a court of competent jurisdiction, all information relating to the subject matter of the dispute that is disclosed during or for the purposes of dispute resolution. The parties acknowledge that the purpose of any exchange of information or documents or the



making of any offer of settlement pursuant to this procedure is to attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process for any purpose other than an attempt to settle the dispute between the parties.

22. Miscellaneous

- (a) These terms of trade are governed by the laws of Victoria and each party irrevocably submits to the non-exclusive jurisdiction of the courts Victoria.
- (b) These terms and conditions and any Quotes and written variations agreed to in writing by Slab Culture represent the whole agreement between the parties relating to the subject matter of these terms.
- (c) These terms and conditions supersede all oral and written negotiations and communications by and on behalf of either of the parties.
- (d) In entering into these terms of trade, the Client has not relied on any warranty, representation or statement, whether oral or written, made by Slab Culture or any of its employees, Authorised Representatives or agents relating to or in connection with the subject matter of these terms and conditions.
- (e) If any provision of these terms and conditions at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.
- (f) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (g) A notice or other communication required or permitted to be given by one party to another must be in writing to the address shown on a Quote (or as varied pursuant to this paragraph) and delivered personally, sent by pre-paid mail to the address of the addressee specified in the relevant Quote; sent by fax to the fax number of the addressee specified in the relevant Quote, with acknowledgment of receipt from the facsimile machine of the addressee or sent by email to the email address of the addressee specified in the relevant Quote with acknowledgement of delivery.
- (h) A notice or other communication is taken to have been given (unless otherwise proved) if mailed, on the second Business Day after posting; or if sent by fax or email before 4 pm one Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- (i) A party may only change its postal or email address or fax number for service by giving notice of that change in writing to the other party.

**Note: As we cannot guarantee exact time frames, the time frames specified above are merely estimations.*