

In these Conditions:

"Seller" means Grech Holdings Pty Ltd ABN:46 160 020 235 trading as Rocket Building Group (ROCKET).

"Customer" means the purchaser of the 'Goods and Services' specified overleaf.

These Conditions of Sale shall not exclude, limit, restrict or modify the rights, entitlements and remedies conferred upon the Customer or the liabilities imposed upon ROCKET by any condition or warranty implied by Commonwealth, State or Territory legislation, rendering void or prohibiting such exclusion, limitation, restriction, or modification.

If any of these terms or conditions is, or becomes for any reason wholly or partly invalid, that term or condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining conditions.

The Customer agrees to adhere to the terms and conditions of this Agreement.

1 Delivery of Goods & Services

- 1) The Seller undertakes building, renovation and installation work. The Seller is deemed to have fulfilled 'Delivery' when the build renovation and/or installation work is made available on site and completed - as per the quoted and agreed scope of works - at the Customer's nominated delivery point.
- 2) The Seller is not liable for any claims for non-fulfilment or late delivery of the Goods & Services or for any loss or damage (including consequential loss or damage) suffered by the Customer arising from delay in delivery or failure due to circumstances beyond the Seller's reasonable control and the Customer shall accept and pay for the Goods & Services notwithstanding late delivery.
- 3) The Customer shall accept the Goods & Services immediately upon delivery: notwithstanding the Customer's inability to accept delivery of the Good & Services, the Seller shall be deemed to have delivered the Goods & Services, in accordance with these conditions.

2 Storage

- 1) If the Seller notifies the Customer that material Goods are ready for the build and installation work and the Customer requests the Seller to hold the Goods on its behalf at the Seller premises, or at an external location nominated by the Seller, such Goods will be held by the Seller at the Customer's risk, and the Seller shall be entitled to charge storage fees in respect of the Goods.

3 Delivery & Claims

- 1) In the event that the customer has a complaint against the product the customer must allow access to ROCKET to inspect such a complaint when the Company so indicates.
- 2) Any claim for non-delivery, shortage in supply, or damage occurring during the course of delivery, or any claim by a Customer with regard to the scope of works must be in writing and given to the Manager of ROCKET within 48 hours of Delivery.
- 3) Any attempt to use the Goods will be deemed to be acceptance by the Customer of the Goods and no further claim by the Customer can be raised thereafter.
- 4) ROCKET guarantees to replace as soon as is practicable, any significantly defective consumable product or materials supplied.

4 Deposits

- 1) All deposits due are based on the quoted and agreed scope of works. Deposits are 30% of the quotation for the work, as communicated and as accepted by the Customer.
- 2) Deposits are due 7 days *prior* to the planned Date of Commencement for the agreed scope of works.
- 3) All deposits are non-refundable except in the sole discretion of the Seller.

5 Payments & Recourse

- 1) All final accounts for the delivery of Goods and Services are to be settled in full, within 7 days from the invoice date, to be issued to the Customer following the Delivery.
- 2) That should the Customer default in the payment of any monies due under this Agreement, then all monies due to ROCKET shall immediately become due and payable, and shall be paid by the Customer within seven (7) days of the date of demand by ROCKET. In this event ROCKET, shall be entitled to charge interest on all amounts not paid by the due date for payment and the Customer undertakes to pay any interest so charged. Such interest shall be calculated on a daily basis from the due date for payment until the date that ROCKET receives payment, at the Commonwealth Bank of Australia Business Overdraft Rate at the applicable time, plus 2% per annum.
- 3) Any expenses, costs or disbursements whatsoever incurred by ROCKET in recovering any outstanding monies, including debt collection agency fees and legal costs, shall be added to the original monies owed and will be paid by the Customer on an indemnity basis and all such costs shall be recoverable as a liquidated debt.

6 Provisions & Variations

- 1) Provisions will be made by ROCKET for adequate insurances, (including Public Liability) site supervision, safety measure, project management & contract administration; ROCKET takes no responsibility however for water / gas / mains, and underground mains power.
- 2) Access will be provided by the Customer to ROCKET to internal areas on site for material storage and toilet use, as may be required.
- 3) Any unforeseeable works required, or any variation - outside of Scope of Works as may be agreed after commencement - will be considered a variation to original scope and will be at extra cost.

7 Refunds & Rebates

- 1) Returns for refund including deposits are NOT applicable where:
 - o The Customer no longer want the goods or changes his/her mind;
 - o The Customer is responsible for choosing the wrong size/quantity or colour of materials;
 - o Customer is responsible for any installation work that was carried out due to lack of care and/or by other installers.

8 Title & Risk

- 1) Risk passes to Customer on 'Delivery' [See: Clause 1]
- 2) All consumable goods and materials shall remain the property of ROCKET until all debts due to ROCKET by the Customer are paid in full, and the Customer acknowledges it holds all such goods as bailee for ROCKET until all such debts are paid.
- 3) In the case of an account owed by a Trust Company the Customer acknowledges that the Trustee shall be liable on the account, and that in addition the assets of the trust shall be available to meet payment of the account.
- 4) The Seller reserves the following rights in relation to the Goods and Services until accounts owed by the Customer to the Seller are fully paid:
 - o ownership of the Goods;
 - o to keep or resell any Goods repossessed pursuant to above.

9 Personal Properties Securities Act 2009 ("PPSA")

- 1) The Customer acknowledges that this Agreement constitutes a Security Agreement, which creates a Security Interest in favour of ROCKET, and in all Personal Property supplied by ROCKET to the Customer. The Customer agrees to grant to ROCKET a Purchase Money Security Interest. The Customer agrees that ROCKET can, without notice to it, seek Registration of its Security Interest on the Personal Properties Securities Register ("the PPSR"). Further, the Customer agrees: that it shall indemnify ROCKET against any costs ROCKET incurs in perfecting or maintaining its Security Interest under the PPSA, and any costs incurred by ROCKET in the course of enforcing its rights under this Agreement, the PPSA, or at law generally.

10 Jurisdiction

- 1) Notwithstanding any implication of law to the contrary, all contracts and Agreements between the Customer and ROCKET shall be deemed to be made and construed, and to be enforceable in, and according to, the laws of the State of Victoria, and by mutual consent to be subject to the exclusive jurisdiction of the Courts of that State.

11 Installation Guarantee & Warranties

- 1) ROCKET guarantees that subject to the conditions of this guarantee, the build and installation work (Good and Services) supplied at the installation address has been installed in a proper tradesman like manner in accordance with the standard installation practices. The guarantee is subject to the set of conditions as provided to the Customer on delivery and as detailed on our corporate web site:
 - o Consumable goods and materials used come with the applicable manufacturer's warranty (if any); that is, as provided by the manufacturer, and not ROCKET.
 - o By law we are required to state: "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure."
 - o However, the right under the Australian Consumer Law to return goods does not apply to goods attached to any property such as a house or unit that cannot be detached without damage or where damage occurred after installation for reasons not related to the condition of the goods at the time of supply.