

## TERMS AND CONDITIONS OF TRADE

To the fullest extent legally possible all contracts, dealings and/or arrangements made between Repurpose-It Pty Ltd ACN 617 095 413 and the Customer relating to the Services are subject to the following Terms and Conditions of Trade unless otherwise agreed in writing.

### 1. Definitions:

In these Terms, unless the context otherwise requires:

- (a) **"Acknowledgement"** has the meaning given to it at clause 4(a);
- (b) **"ACL"** means Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (C'th);
- (c) **"Amount Owning"** means at any time all amounts payable by the Customer to Repurpose-It at that time in connection with the Goods/Services whether or not due for payment under these Terms;
- (d) **"Assets"** has the meaning given to it in clause 34(a);
- (e) **"Category C Waste"** means waste that has been categorised by the EPA as "Category C Waste";
- (f) **"Classification Report"** means a soil and/or site classification report;
- (g) **"Collection Notice"** has the meaning given to it in clause 8(a);
- (h) **"Contract"** means:
  - (i.) any contract to which these Terms are expressed to form part; and
  - (ii.) for the supply of Goods/Services pursuant to an Order, the contract (which includes these Terms) formed for the supply of the Goods/Services to the Customer upon an Acknowledgement;
- (i) **"Customer"** means the customer specified in an application for commercial credit with Repurpose-It, (or if there is no such application, the person or entity placing the Order, or on whose behalf the Order is placed, with Repurpose-It);
- (j) **"Declaration Form"** means a Repurpose-It declaration form submitted to Repurpose-It by the Customer (whether in writing, via the Website, or otherwise) and includes without limitation, the Category C Waste Declaration Form located at <https://www.repurposeit.com.au/declaration/> and the Fill Material/Soil Declaration Form located at <https://www.repurposeit.com.au/fill-material-management/>;
- (k) **"Encumbrance"** means any mortgage, lien, charge, bill of sale, option, title retention, pledge, claim, restriction, condition, overriding interest, charge, security interest or other encumbrance and "encumber" has a similar meaning;
- (l) **"EPA"** means the Environment Protection Agency of Victoria;
- (m) **"Goods/Services"** means any goods, products, services and/or materials supplied, or to be supplied, by Repurpose-It to the Customer and includes for the avoidance of doubt, the provision of services in relation to collection, storage, recycling and processing Product and/or the supply of Outbound Product;
- (n) **"Imposts"** has the meaning given to it in clause 13;
- (o) **"IWRG21"** means the EPA publication IWRG21;
- (p) **"IWRG621"** means the EPA publication IWRG621;
- (q) **"Order"** has the meaning given to it in clause 4(a);
- (r) **"Outbound Product"** means Processed Product sold or supplied (or to be sold or supplied) by Repurpose-It;
- (s) **"Prescribed Industrial Waste"** means waste classified by the EPA in accordance with clause 11 of the Environment Protection (Industrial Waste Resource) Regulations 2009 and (where applicable) clause 11(1) of the Industrial Waste Management Policy (Prescribed Industrial Waste);
- (t) **"Processed Product"** means Product which has undergone Processes;
- (u) **"Processes"** means the treatment, recycling, processing, storage, placing into landfill and/or disposal of Product by Repurpose-It and "Processed" and "Processing" have corresponding meanings;
- (v) **"Product"** means waste product or contaminant described in an Order which Repurpose-It has provided an Acknowledgement; but excludes Prohibited Product and Outbound Product;
- (w) **"Prohibited Product"** means asbestos, and any other waste product or contaminant which Repurpose-It does not maintain the necessary authorisations, approvals or licenses to accept;
- (x) **"Repurpose-It"** means Repurpose-It Pty Ltd ACN 617 095 413;
- (y) **"Repurpose-It Group"** means Repurpose-It and each of its subsidiaries, affiliates, associated companies and related entities;
- (z) **"Specifications"** has the meaning given to it in clause 3(a);
- (aa) **"Terms"** means these terms and conditions of trade as modified or amended in relation to a particular Order by a written Acknowledgement; and
- (bb) **"Website"** means Repurpose-It's website located at <https://www.repurposeit.com.au>.

### 2. Payments:

- (a) Payments must be settled within due date specified on Repurpose-It's invoice without deduction or set-off of any kind unless otherwise agreed in writing by Repurpose-It
- (b) Repurpose-It may apply a payment received from the Customer to any Amount Owning (including part payment of an invoice, administration, collection and other costs) in any order.
- (c) Repurpose-It is entitled to set-off or deduct against any Amount Owning, any amount payable by Repurpose-It to the Customer.
- (d) Repurpose-It may require the Customer to pay a credit card surcharge (in addition to any payment) of up to 2.5% plus GST of the payment amount where the Customer pays by credit card.
- (e) A payment dishonour fee may be charged by Repurpose-It if a Customer's payment is dishonoured in any way. This fee will be in addition to any fees the Customer's financial institution or credit provider may charge the Customer.
- (f) The Customer must pay Repurpose-It interest on Repurpose-It's overdue accounts at a rate of 12% per annum calculated daily.

### 3. Composition and labelling:

- (a) The Customer must make sure that all Product delivered to Repurpose-It will:
  - (i) comply with all representations, descriptions, samples or other specifications provided by the Customer to Repurpose-It in relation to the Products prior to and at delivery;
  - (ii) comply with the specifications and other details provided in a Declaration Form;
  - (iii) comply with the specifications and other details provided in a Classification Report;
  - (iv) not contain any Prohibited Product;
  - (v) comply with the specifications attached to the relevant quotation (if any) supplied to the Customer by Repurpose-It;
  - (vi) not contain Prescribed Industrial Waste unless Repurpose-It has agreed in writing to accept such Product and only if the Customer has supplied Repurpose-It with an environmental classification report to Repurpose-It's satisfaction prior to delivery, ("**Specifications**").
- (b) The Customer will indemnify Repurpose-It for all losses, costs, expenses and prosecutions suffered or incurred by Repurpose-It as a result of, or in connection with, a failure of the Products to comply with the Specifications, a misdescription by the Customer of the Specifications, whether deliberate or unintentional, or any reports, materials or similar supplied by the Customer in relation to the Product being incorrect or misleading in any way.
- (c) The Customer must make sure that all Product delivered to Repurpose-It is:
  - (i.) safe and free from risk to health and safety and compliant with all relevant laws;
  - (ii.) prominently and correctly labelled in accordance with best industry practice;
  - (iii.) complies with the Specifications;
  - (iv.) accompanied by:
    - a. environmental reports confirming its classification under IWRG21 where relevant; and
    - b. a classification report (if the Product is Prescribed Industrial Waste) which Repurpose-It has agreed to accept such Product in writing; and
  - (v.) clearly and durably labelled identifying the Product and providing any information in relation to storage.

### 4. Placement of Orders for Goods/Services:

- (a) An order for Repurpose-It to provide Goods/Services ("**Order**") can be made by the Customer in writing, facsimile, electronically (e.g. via email) and is accepted when:
  - (i.) the Customer receives confirmation from Repurpose-It that it has accepted the Order;
  - (ii.) (in the case of Product) Repurpose-It accepts a delivery of the Product at its premises;
  - (iii.) (in the case of Product) Repurpose-It Processes the relevant Product, or

- (iv.) (in the case of Outbound Product) Repurpose-It appropriates the relevant Outbound Products (or part thereof) for delivery to the Customer;
  - (v.) (in the case of Outbound Product) Repurpose-It delivers the relevant Outbound Products (or part thereof) to the Customer, whichever first occurs (“**Acknowledgment**”). These Terms apply to every Order unless otherwise agreed in writing by Repurpose-It. Without limitation, delivery of Product by the Customer to Repurpose-It is conclusive evidence that these Terms apply and are binding on the Customer.
  - (b) To the extent permissible at law (including under the ACL), if any dispute arises concerning any Order (including any measurement, quality, quantity, identity, or authority or any telephone, facsimile, e-mail or computer generated order) the internal records of Repurpose-It will be conclusive evidence of what was ordered except in the case of manifest error.
  - (c) Repurpose-It may set specific terms from time to time in relation to Orders such as, without limitation, a requirement that the Customer pay a deposit, make full pre-payment in relation to an Order etc.
- 5. Price Increases:**
- (a) Notwithstanding any provision in a Contract or these Terms, Repurpose-It may increase the price of Goods/Services after an Acknowledgment, and prior to provision of the Goods/Services, if the price increase results from:
    - (i.) an increase in the price of any inputs which comprise part of the Services;
    - (ii.) a failure of the Product to meet the Specifications; or
    - (iii.) circumstances beyond Repurpose-It’s reasonable control including without limitation, any variation in exchange rates, taxes, levies, Imposts, duties, premiums fees or charges however designed, cost of raw material required to complete the Order, and costs to correct errors and omissions.
  - (b) Subject to clause 5(c), the Customer may upon the alteration of the price charged for the Goods/Services in accordance with this clause 5:
    - (i.) by notice to Repurpose-It in writing, cancel the relevant Order (or part thereof) at the new price that has not yet been Processed, within 4 days of Repurpose-It providing notice of the change of price; and
    - (ii.) (in the case of Product) collect the Product from Repurpose-It within 4 days of such cancellation. The Customer agrees to pay Repurpose-It its fees for storage of the Product that is not collected within this time.
  - (c) A price increase brought about as a result of Repurpose-It accepting a variation to any Order requested by the Customer or as a result of a misdescription of Specifications will not entitle the Customer to cancel an Order under clause 5(b) and the Customer must pay the increased price for the Goods/Services.
- 6. Delivery and Title for Product:**
- (a) Unless Repurpose-It agrees in writing otherwise, the Customer is responsible at its cost for delivery of the Product to the premises nominated by Repurpose-It and in the manner directed by Repurpose-It.
  - (b) The Customer must make sure that all Product is delivered to Repurpose-It free from all Encumbrances and in accordance with the Specifications.
  - (c) Legal title in the Product passes to Repurpose-It once it accepts delivery of the Product under clause 6(d). For the avoidance of doubt, Repurpose-It is entitled to the proceeds of sale of any of the Processed Product and the Customer will have no claim in relation to the same.
  - (d) Repurpose-It will be deemed to have accepted delivery of the Product on the earlier of:
    - (i.) the Processing of the Product; or
    - (ii.) the date that Repurpose-It notifies the Customer in writing that it has accepted delivery.
  - (e) Following acceptance under clause 6(d), ownership and title of Processed Product remains with Repurpose-It at all times unless:
    - (i.) otherwise agreed in writing by Repurpose-It;
    - (ii.) it is collected by the Customer under clause 8; or
    - (iii.) Repurpose-It specifies in a Collection Notice that ownership and title to the Product has reverted to the Customer.
  - (f) The Customer will not enter into any security agreement that permits any other person to have or to register any security in respect of the Product or Processed Product or any proceeds from the sale of the Product or Processed Product by Repurpose-It.
  - (g) Repurpose-It shall be entitled to inspect any of the Product at any stage prior to or upon delivery.
  - (h) Repurpose-It retains absolute discretion to reject any delivery of Product at any time. The Customer must at its cost, immediately collect any Product rejected by Repurpose-It. Repurpose-It may charge the Customer for storage of the rejected Product until collected and reserves the right to Process or otherwise dispose of the Product (at the Customer’s cost) at any time prior to collection and without liability to the Customer.
  - (i) Repurpose-It at its discretion may accept any of the Product which it has rejected, at a price agreed between the Customer and Repurpose-It.
  - (j) Any inspection by Repurpose-It shall not relieve the Customer of any of its obligations under a Contract or these Terms.
  - (k) Containers, racks, drums, pallets and anything else supplied by the Customer with the Product are not returnable to the Customer and form part of the Product unless otherwise agreed by Repurpose-It.
- 7. Delivery Outbound Product:**
- (a) Repurpose-It accepts no responsibility for delivery of Outbound Product but may elect to arrange delivery at its discretion and without any liability and at the Customer’s costs and responsibility in all things.
  - (b) Repurpose-It reserves the right to charge for any delivery.
  - (c) To the extent permitted by law (including under the ACL) the Customer will be deemed to have accepted delivery and liability for Outbound Products immediately after Repurpose-It notifies the Customer that they are ready for collection, when they are delivered to a carrier or to the Customer’s business premises or site whether attended or not, whichever is the earlier. A document (including without limitation a consignment note) purporting to be signed by an officer, employee or contractor of Repurpose-It confirming delivery will be conclusive evidence of delivery as will any signed delivery docket.
  - (d) To the extent permissible at law (including under the ACL), Repurpose-It will not be liable for delay, failure or inability to deliver any Outbound Products.
- 8. Failure to pay or breach:**
- (a) If the Customer is in breach of any Contract (including without limitation a misdescription of Specifications) and/or fails to make payment to Repurpose-It of any monies when due, the Customer must within one day following receipt of a notice from Repurpose-It requiring it to do so, collect Product supplied by it (or on behalf of it) and any Processed Product from Repurpose-It (“**Collection Notice**”).
  - (b) The Customer agrees that ownership and title to the Product will automatically be transferred to the Customer, and the Customer irrevocably accepts such transfer, if the Collection Notice states that such ownership and title has been transferred to the Customer.
  - (c) Until the Customer collects the Product and Processed Product the Customer agrees to pay Repurpose-It its storage fees for the Product and Processed Product. Further Repurpose-It may at its option, continue to subject the Product to the Processes at the cost of the Customer until collected.
  - (d) Repurpose-It may dispose of the Product and/or Processed Product at the Customer’s cost regardless of whether a Collection Notice has been served. The Customer will have no claim against Repurpose-It for return of the Product and/or Processed Product disposed of under this clause. The Customer must pay Repurpose-It’s cost of disposal immediately upon provision by Repurpose-It of a tax invoice for the same.
  - (e) Repurpose-It’s rights under this clause 8 are in addition to, and do not derogate from, any other rights Repurpose-It has under these Terms, at law or otherwise.
- 9. Variation and Cancellation:**
- Variation or cancellation of any Order, Contract, dealing or arrangement must be on terms agreed in writing by Repurpose-It and terms which indemnifies Repurpose-It for any loss as a result of such cancellation.
- 10. Exclusions:**
- (a) To the extent permissible at law (including under the ACL) or as otherwise provided under any Contract, if Repurpose-It publishes material about its Goods/Services and prices, any part which is incompatible with these Terms or a Contract is expressly excluded.
  - (b) Except as expressly provided to the contrary in the Contract, all representations, warranties, guarantees and implied terms or conditions in relation to the Goods/Services (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.
- 11. Privacy disclosure and consent:**
- The Customer irrevocably authorises Repurpose-It to:
- (a) obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee

- disclosed in any an application for commercial credit with Repurpose-It completed by it and provided to Repurpose-It and from any other credit provider or credit reporting agency for the purpose of assessing its application, or in connection with any guarantee given by the Customer;
- (b) use, disclose or exchange with other credit providers and other members of the Repurpose-It Group information about the Customer's credit arrangements in order to assess its application for credit, monitor credit worthiness and collect overdue accounts; and
- (c) disclose the contents of any credit report on the Customer to any members of the Repurpose-It Group, and any of their lawyers and mercantile agents.
- 12. Severability:**  
If a provision of these Terms or a Contract would but for this clause, be unenforceable, that provision must be read down to that extent necessary to avoid that result and if that provision cannot be read down to that extent, it must be severed without altering the validity and enforceability of the remainder of these Terms and Contract.
- 13. Purchase Price:**  
The provision of Goods/Services are made by Repurpose-It at its ruling price at the time they are undertaken unless otherwise agreed in writing by Repurpose-It in any Acknowledgement or otherwise. All government imposts and any GST ("Imposts") will be to the Customer's account. Repurpose-It's price lists exclude Imposts unless expressly noted thereon.
- 14. Default:**  
To the extent permissible at law (including under the ACL), default or breach by the Customer of these Terms, a Contract or in any dealings with Repurpose-It will entitle Repurpose-It to retain all monies paid, call-up all monies due or owing (whether currently due and owing or not) cease further provision of Goods/Services and recover from the Customer all loss of profits without prejudice to any other of its rights under these Terms, a Contract or at law.
- 15. Modification to Goods/Services:**  
Repurpose-It may update, modify, make substitution or alter any of its Goods/Services or any component or process incorporated in or used in forming any part of any of its Goods/Services as part of its ongoing business. The Customer agrees to accept current Goods/Services in substitution of any Goods/Services ordered provided they are not materially different.
- 16. Outbound Product:**  
Outbound Products are recycled and repurposed from different excavated materials which may be sourced from various locations within (and potentially outside) Victoria. As a result, Outbound Product may contain varying concentrations of naturally occurring metals and/or other compounds. The composition has been assessed against IWRG621. It is the Customer's responsibility to ensure Outbound Product is fit for its purpose including under the National Environment Protection Measure guideline (NEPM), and/or any other relevant Australian Standards that may apply depending on its intended use.
- 17. Other Terms:**  
Terms and/or conditions sought to be imposed by the Customer upon Repurpose-It will not apply unless expressly agreed in writing by Repurpose-It as overriding or replacing these Terms.
- 18. Recovery Costs:**  
The Customer will pay (on a full indemnity basis) all costs and expenses of Repurpose-It, its legal adviser, mercantile agents and others acting on its behalf in respect of anything instituted or being considered as a result of any breach of these Terms, a Contract or a breach of any dealings with Repurpose-It.
- 19. Attornment:**  
To give effect to its obligations arising under these Terms and any Contract, the Customer irrevocably appoints Repurpose-It and each of its directors, jointly and severally, as its attorney to do any act or thing which the Customer is required to do under these Terms or any Contract, if the Customer is in default of its obligations (including executing and registering instruments). Repurpose-It and its directors may exercise their powers even if this involves a conflict of duty and even if they have a personal interest in doing so. A third party may rely on a copy of these Terms as evidence of the appointment of Repurpose-It and each of its directors, jointly and severally, as the attorney of the Customer. The Customer must promptly ratify all acts and things done by Repurpose-It and its directors in the exercise of the power of attorney granted under this clause.
- 20. Customer Structure:**  
(a) The Customer will notify Repurpose-It of any change in its structure or management including any sale in or disposition of any part of the business of the Customer, any change in director, shareholder, management, partnership or trusteeship or sale of any material part of its business within 7 days of any such change.
- (b) The Customer agrees it will cause any new entity created by virtue of such a restructure to be bound by the Terms and will continue to be bound by these Terms despite that restructure and will indemnify Repurpose-It for any loss or damage it suffers as a result of a breach of these Terms by that new entity.
- (c) The Customer agrees that these Terms and all Contracts bind it not only in its own capacity, but also as the trustee of every trust of which it is a trustee.
- 21. Jurisdiction:**  
All contracts made with Repurpose-It will be deemed to be made in the State of Victoria and the parties submit to the non-exclusive jurisdiction of the appropriate Courts in or nearest Melbourne in that State.
- 22. Confidentiality:**  
Data furnished to the Customer by Repurpose-It is confidential and shall not be disclosed by the Customer to any third party without the prior written consent of Repurpose-It, unless otherwise required by law.
- 23. Credit Line:**  
Repurpose-It can vary or withdraw any credit facility or limit at any time at its discretion and without any liability to the Customer or any other party.
- 24. Waiver:**  
If Repurpose-It elects not to exercise any rights arising as a result of breach of these Terms or a Contract it will not constitute a waiver of any rights relating to any subsequent or other breach.
- 25. Force Majeure:**  
Repurpose-It will not be in default or breach of any dealings with the Customer as a result of force majeure (i.e. anything beyond Repurpose-It's reasonable control).
- 26. Intellectual Property:**  
(a) If Repurpose-It utilises any design patent or intellectual property, or follows any instruction provided by or on behalf of the Customer, the Customer indemnifies Repurpose-It against any claim, proceeding, damages or liability for any loss cost or expense arising as a result whether for any alleged infringement of any intellectual property or otherwise.  
(b) The Customer must not advertise, use or represent any intellectual property of Repurpose-It or of any Goods/Services themselves in any way without the prior written consent of Repurpose-It.
- 27. Discounts:**  
Any discount or rebate offered by Repurpose-It is at its complete discretion and will only be available provided the Customer is not in breach of any part of these Terms nor in default in any of its dealings with Repurpose-It.
- 28. Guarantee:**  
Unless otherwise agreed in writing by Repurpose-It, the Customer agrees to procure each of its directors to execute an agreement to guarantee and indemnify in favour of Repurpose-It and in the form approved by Repurpose-It.
- 29. No Merger:**  
Termination of these Terms, a Contract and/or dealings between the Customer and Repurpose-It will not end those provisions of these Terms that are capable of surviving termination.
- 30. Indemnity:**  
To the extent permissible at law (including under the ACL), the Customer indemnifies Repurpose-It, and agrees to keep Repurpose-It indemnified against any claim or loss arising from or related in any way to breach by the Customer of any contract or dealing with Repurpose-It or any breach of these Terms.
- 31. Insolvency:**  
If the Customer commits or is involved in any act of insolvency as determined by Repurpose-It, it will be deemed in default under these Terms and all Contracts. An act of insolvency includes without limitation, bankruptcy, liquidation, receivership, administration or the like and failure to pay in accordance with these Terms or any Contract.
- 32. All Divisions:**  
The Customer agrees that these Terms will apply to all dealings between the Customer and Repurpose-It and any part or member of the Repurpose-It Group and will be deemed incorporated into all Contracts unless expressly agreed in writing otherwise by Repurpose-It.
- 33. Limitation of Liability:**  
To the extent permissible at law (including under the ACL):  
(a) Repurpose-It will not be liable in any way for any contingent, consequential, direct, indirect, special or punitive damage arising whether due to Repurpose-It's negligence or otherwise and the Customer acknowledges this limit of liability and agrees to limit any claim accordingly;

- (b) no other term, condition, agreement, warranty, representation or understanding whether express or implied in any way extending to or otherwise relating to or binding upon Repurpose-It is made or given except where done so in writing and signed by an authorised officer of Repurpose-It or is explicitly set out in these Terms or any Contract; and
- (c) Repurpose-It will not be liable for any claim relating to or arising from any alleged fault or defect, caused or contributed to by the Customer or any third party.

**34. Security:**

The Customer agrees that:

- (a) despite anything to the contrary contained in these Terms or any Contract, or any other rights which Repurpose-It may have howsoever, where the Customer is the owner, or becomes the owner in the future, of land realty or any other asset capable of being charged or mortgaged (“Assets”) the Customer agrees to promptly, upon Repurpose-It’s written request, to mortgage and/or charge all of their joint and/or several interest in the Assets to Repurpose-It to secure all amounts and other monetary obligations payable by the Customer to Repurpose-It;
- (b) it grants a lien to Repurpose-It over all of its property in the possession or control of Repurpose-It until all Amounts Owing have been paid in full;
- (c) it will on demand execute any documents and to do all things requested by Repurpose-It to register a mortgage or such other security Repurpose-It requires over any current or later acquired real property the Customer has an interest in; and
- (d) it consents unconditionally to Repurpose-It lodging a caveat noting Repurpose-It’s interest in any Assets the Customer has an interest in.

**35. The Competition and Consumer Act 2010 (C’th) and Fair Trading Acts:**

- (a) Nothing in these Terms or any Contract is intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 (C’th) or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- (b) If the Customer is a consumer for the purposes of the ACL, nothing in these Terms or any Contract limits any remedy available for a failure of the guarantees in sections 56 and 57 of the ACL.

**36. Limitation of Liability:**

- (a) This clause 36 is subject to any contrary provisions of any applicable law (including without limitation the ACL), the operation of which cannot be excluded.
- (b) Except as provided in clause 36(c), Repurpose-It’s liability for a breach of these Terms, a Contract, a condition, warranty or a guarantee of supply or in relation to defective goods and services or for services not meeting specifications, is limited to (at Repurpose-It’s election):
  - (i.) in the case of goods Repurpose-It supplies:
    - A. the replacement of the goods or the supply of equivalent goods;
    - B. the repair of the goods; or
    - C. the payment of the cost of replacing the goods or of acquiring equivalent goods;

- (ii.) in the case of services Repurpose-It supplies, the supplying of the services again, and the Customer will limit any claim upon Repurpose-It accordingly.

- (c) If goods or services Repurpose-It supplies are of a kind ordinarily acquired for personal, domestic or household use or consumption, and there is a “major” failure of the goods or services to meet any consumer guarantee under the ACL then the Customer may choose one of the following remedies:

- (i.) in the case of goods Repurpose-It supplies:

- A. ask for a refund;
- B. return the goods and ask for an identical replacement, or one of similar value if reasonably available; or
- C. keep the goods and ask for compensation for the drop in value caused by the problem; or

- (ii.) in the case of services Repurpose-It supplies:

- A. cancel the contract and pay a reasonable amount for the work done, or seek a refund; or
- B. for money already paid, keep the contract and negotiate a reduced price for the drop in value of the service — this may mean asking for some of the money back the Customer has already paid.

**37. Entire Agreement:**

The Contract for the provision of Goods/Services pursuant to an Order constitutes the entire agreement between Repurpose-It and the Customer with respect to that Order. All prior negotiations, proposals, previous dealings, correspondence, trade custom and/or trade usage are superseded by and will not affect the interpretation of that Contract.

**38. Quotations:**

The Customer agrees:

- (a) formal quotations will be writing unless otherwise agreed by Repurpose-It;
- (b) Repurpose-It shall not be bound by any quotation if an order is placed outside the period of the quotation’s validity noted thereon and in the absence of such period being noted, 30 days from the date of the quotation;
- (c) prior to receipt of any order Repurpose-It may amend a quote;
- (d) Repurpose-It shall not be bound by any quote if:
  - (i.) it forms the view that the subject matter of the quotation is to form part of a larger transaction or series of transactions with the Customer and those circumstances have materially changed; or
  - (ii.) the Customer is in breach of these Terms or any Contract;
- (e) to pay any reasonable charges Repurpose-It claims for holding any product referred to in any quote pending placement of an Order; and
- (f) it will be bound by the terms of a quotation if it subsequently places an Order in response to that quotation.

**39. Notices:**

Any notice under these Terms or any Contract must be in writing, and may be delivered, faxed or posted to a party at their address or facsimile number last notified by them to the other party. A party may change its address or number for notices by notifying the other party.