



TERMS AND CONDITIONS OF TRADE

To the fullest extent legally possible all contracts, dealings and/or arrangements made between an RPI Group Company and the Customer relating to Goods/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 5(a);
- (b) **"ACL"** means Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (C'th);
- (c) **"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;
- (d) **"Amount Owing"** means at any time all amounts payable by the Customer to any member of the RPI Group at that time whether or not due for payment (under these Terms or otherwise);
- (e) **"Application"** means the RPI Group's Application for Commercial Credit Account;
- (f) **"Assets"** has the meaning given to it in clause 33(h)(i.);
- (g) **"Classification Report"** means a soil and/or site classification report;
- (h) **"Collection Notice"** has the meaning given to it in clause 15(a);
- (i) **"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;
- (j) **"Customer"** means the customer specified in an Application with the RPI Group Company that accompanies these Terms, or if there is no such Application, the person or entity placing the Order, or on whose behalf the Order is placed, with the RPI Group Company;
- (k) **"Declaration Form"** means the relevant RPI Group Company's declaration form submitted to the RPI Group Company by the Customer (whether in writing, via the RPI Group Company's website, or otherwise);
- (l) **"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;
- (m) **"EPA"** means the Environment Protection Agency of Victoria;
- (n) **"Force Majeure"** means, in respect of an RPI Group Company, any act, event, or cause, which is beyond the reasonable control of that RPI Group Company, including:
 - (i.) act of God, peril of the sea, accident of navigation, war, sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the party concerned), pandemic (including but not limited to COVID-19), epidemic, quarantine, radiation or radioactive contamination;
 - (ii.) loss, revocation, suspension, or alteration of Governmental Agency authorisations, licences, or permits, whether temporary or permanently;
 - (iii.) action or inaction of any Governmental Agency or other competent authority (including any court of competent jurisdiction, chief medical officer, or chief health officer), including expropriation, restraint, prohibition, intervention, requisition, health order or direction, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order; and
 - (iv.) breakdown of plant, machinery or equipment or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material;
- (o) **"Goods/Services"** means any goods, products, services and/or materials supplied, or to be supplied, by the RPI Group Company to the Customer and includes for the avoidance of doubt, the provision of services in relation to collection, storage, recycling and processing Inbound Product, and the sale/supply of Outbound Product;
- (p) **"Governmental Agency"** means the Crown, any government, any governmental ministry or department, or any Crown, governmental, semi-governmental, statutory, parliamentary, administrative, fiscal, public, federal, state, national, municipal, local, judicial or regulatory entity, agency, instrumentality, utility, authority, court, commission, body or tribunal and without limitation, includes the EPA;
- (q) **"Imposts"** means Governmental Agency imposts including but not limited to statutory charges, levies, rates, duties, and taxes (including but not limited to GST);

- (r) **"Inbound Product"** means product described in an Order which the RPI Group Company has provided an Acknowledgement or otherwise agrees to receive, but excludes Outbound Product;
- (s) **"Order"** has the meaning given to it in clause 5(a);
- (t) **"Out-Of-Hours Work"** means opening and/or operating the RPI Group Company's plant and/or providing Goods/Services outside of Standard Operating Hours;
- (u) **"Outbound Product"** means product sold or supplied (or to be sold or supplied) by the RPI Group Company and includes without limitation, Processed Product;
- (v) **"PPSA"** means the Personal Property Securities Act 2009 (C'th);
- (w) **"Prescribed Industrial Waste"** means waste that is categorised or designated by the EPA and/or RPI from time to time as prescribed industrial waste;
- (x) **"Processed Product"** means Inbound Product which has undergone Processing;
- (y) **"Processes"** means the treatment, recycling, processing, storage, placing into landfill and/or disposal of Inbound Product by the RPI Group Company and **"Processed"** and **"Processing"** have corresponding meanings;
- (z) **"Prohibited Product"** means:
 - (i.) asbestos, and any other waste product or contaminant which the RPI Group Company does not maintain the necessary authorisations, approvals or licenses to accept;
 - (ii.) Prescribed Industrial Waste (unless the RPI Group Company has agreed to accept it in accordance with clause 4(a)(vi));
 - (iii.) product that the RPI Group Company has indicated (directly or indirectly) to the Customer that the RPI Group Company will not accept; and
 - (iv.) treated pine, MDF, chipboard, melamine, laminated timbers, and general rubbish/waste (including without limitation plastic, glass, and metal strapping);
- (aa) **"Related Body Corporate"** has the meaning in section 9 of the Corporations Act 2001 (Cth);
- (bb) **"RPI"** means Repurpose-It Pty Ltd ACN 617 095 413;
- (cc) **"RPI Group"** means RPI and each of its subsidiaries, affiliates, associated companies and Related Body Corporates;
- (dd) **"RPI Group Company"** means the member of the RPI Group that supplies the relevant Goods/Services to, or enters into the Contract with, the Customer;
- (ee) **"Specifications"** has the meaning given to it in clause 4(a);
- (ff) **"Standard Charges"** means:
 - (i.) the RPI Group Company's ruling price for the applicable Goods/Services at the time they are supplied/undertaken;
 - (ii.) if no such ruling price is stipulated, the RPI Group Company's reasonable charges for such Goods/Services; or
 - (iii.) the amounts agreed in writing by the RPI Group Company and the Customer;
- (gg) **"Standard Operating Hours"** means the applicable RPI Group Company's site's standard operating hours;
- (hh) **"Terms"** means these terms and conditions of trade as modified or amended in relation to a particular Order by a written Acknowledgement; and
- (ii) the terms "financing statement", "proceeds", "purchase money security interest", "security agreement", "security interest" and "verification statement" have the respective meanings given to them under, or in the context of, the PPSA.

2. Application:

An Application completed by the Customer will be deemed accepted by the RPI Group Company if the RPI Group Company supplies Goods/Services to the Customer on deferred payment terms following receipt of that Application.

3. Payments:

- (a) Payments must be settled by the due date specified on the RPI Group Company's invoice without deduction or set-off of any kind unless otherwise agreed in writing by the RPI Group Company. If no due date is specified on the invoice, then payment must be made within 7 days of the date of that invoice.
- (b) An RPI Group Company may apply a payment received from the Customer to any Amount Owing (including part payment of an invoice, administration, collection and other costs) in any order.
- (c) An RPI Group Company is entitled to set-off or deduct against any Amount Owing, any amount payable by an RPI Group Company to the Customer.

- (d) A credit card surcharge of up to 2.5% plus GST may apply for credit card payments.
- (e) A payment dishonour fee may apply for dishonoured payments.
- (f) Interest is payable on overdue accounts at a rate of 12% per annum calculated daily.

4. Composition and labelling:

- (a) The Customer must make sure that all Inbound Product delivered to an RPI Group Company by the Customer (or its contractors, employees, or agents):
 - (i) complies with all representations, descriptions, samples or other specifications provided by the Customer to the RPI Group Company in relation to the Inbound Products prior to and at delivery;
 - (ii) complies with the specifications and other details provided in the applicable Declaration Form and/or Classification Report;
 - (iii) does not contain any Prohibited Product;
 - (iv) complies with the specifications attached to the relevant quotation (if any) supplied to the Customer by the RPI Group Company; and
 - (v) does not contain Prescribed Industrial Waste unless the RPI Group Company has agreed in writing to accept it and only if the Customer has supplied the RPI Group Company with an accurate environmental classification report to the RPI Group Company's satisfaction prior to delivery, ("Specifications").
- (b) The Customer must make sure that all Inbound Product delivered to the RPI Group Company 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 (to the satisfaction of the RPI Group Company):
 - A. environmental reports confirming its EPA classification where relevant; and
 - B. if the Inbound Product is Prescribed Industrial Waste that the RPI Group Company has agreed to accept in accordance with clause 4(a)(vi), an accurate environmental classification report; and
 - (v.) clearly and durably labelled identifying the Inbound Product and providing any information in relation to storage.
- (c) The Customer will indemnify the RPI Group Company for all losses, costs, expenses, and prosecutions suffered or incurred by the RPI Group Company as a result of, or in connection with, a failure of the Inbound 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 Inbound Product being incorrect or misleading in any way.

5. Placement of Orders for Goods/Services:

- (a) An order for the RPI Group Company 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 the RPI Group Company that it has accepted the Order;
 - (ii.) (in the case of Inbound Product) the RPI Group Company accepts a delivery of the Inbound Product at its premises;
 - (iii.) (in the case of Inbound Product) the RPI Group Company Processes the relevant Inbound Product,
 - (iv.) (in the case of Outbound Product) the RPI Group Company appropriates the relevant Outbound Products (or part thereof) for delivery to the Customer; or
 - (v.) (in the case of Outbound Product) the RPI Group Company 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 the RPI Group Company.
- (b) To the extent permissible at law, 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 the RPI Group Company will be conclusive evidence of what was ordered except in the case of manifest error.
- (c) the RPI Group Company may set specific terms from time to time in relation to Orders such as, without limitation, a requirement that the

Customer pay a deposit or make full pre-payment in relation to an Order.

6. Quotations:

The Customer agrees:

- (a) formal quotations will be writing unless otherwise agreed by the RPI Group Company;
- (b) an RPI Group Company 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, an RPI Group Company may amend a quotation;
- (d) an RPI Group Company shall not be bound by any quotation 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 an RPI Group Company 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.

7. Prices:

- (a) The provision of Goods/Services are made by the RPI Group Company in accordance with its Standard Charges unless otherwise agreed in writing by the RPI Group Company in any Acknowledgement, Contract, or otherwise.
- (b) Unless expressly stipulated or otherwise agreed in writing by the RPI Group Company, Imposts are not included in the RPI Group Company's Standard Charges and are payable by the Customer in addition to the Standard Charges.
- (c) Unless otherwise agreed in writing by the RPI Group Company, additional charges are payable by the Customer for:
 - (i.) Out-Of-Hours Work;
 - (ii.) Tandem hire for short order deliveries (charged on an hourly basis – or part thereof – with a minimum two our hire charge/period);
 - (iii.) in relation to RPI (and without limiting clause 12(d)) cancellation or postponement of deliveries in excess of 500 tonnes where such cancellation is not received by RPI before 4pm on the day prior to the scheduled delivery;
 - (iv.) tipper/agitator wait time (charged at one-minute increments after 45 minutes of truck arriving at site); and
 - (v.) additional reporting or replacement of dockets (charged on a per docket or report basis).
- (d) To the extent permitted by law, variation or cancellation of any Order, Contract, dealing or arrangement must be on terms agreed in writing by the RPI Group Company and on terms which indemnifies the RPI Group Company for any loss as a result of such cancellation.
- (e) Any discount or rebate offered by the RPI Group Company 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 an RPI Group Company.

8. Price Increases:

- (a) Notwithstanding any provision in a Contract or these Terms, the RPI Group Company 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 Goods/Services (including but not limited to a change in the cost of raw material required to complete an Order);
 - (ii.) a failure of the Inbound Product to meet the Specifications; or
 - (iii.) circumstances beyond the RPI Group Company's reasonable control including without limitation, an event of Force Majeure, any variation in exchange rates, Imposts, premiums fees or charges however designed, and costs to correct errors and omissions.
- (b) Subject to clause 8(c), the Customer may upon the alteration of the price charged for the Goods/Services in accordance with this clause 8:
 - (i.) by notice to the RPI Group Company in writing, cancel the relevant Order (or part thereof) that is to be provided at the new price, within 4 days of the RPI Group Company providing notice of the change of price;
 - (ii.) (in the case of Inbound Product) collect the Inbound Product from the RPI Group Company within 4 days of such cancellation. The Customer agrees to pay the RPI Group Company its fees for

storage of the Inbound Product that is not collected within this time.

- (c) A price increase brought about as a result of the RPI Group Company 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 8(b) and the Customer must pay the (reasonable) increased price for the Goods/Services.

9. Standard Operating Hours:

- (a) Unless the RPI Group Company agrees otherwise in writing, the provision of Goods/Services will be done during Standard Operating Hours. Should it be necessary to supply/performance the Goods/Services outside of Standard Operating Hours then additional charges will apply.
- (b) Where the Customer requires Out-Of-Hours Work, the Customer must give the RPI Group Company a minimum of 24 hours prior notice. However, the RPI Group Company is not obligated to undertake Out-Of-Hours Work unless it agrees in writing to do so.

10. Additional Testing:

The RPI Group Company will use reasonable endeavours to arrange any further testing of the Goods/Services requested by the Customer. Additional fees/charges are payable by the Customer for such testing.

11. Delivery and Title for Inbound Product:

- (a) Unless the RPI Group Company agrees in writing otherwise, the Customer is responsible at its cost for delivery of the Inbound Product to the premises, and in the manner, nominated by the RPI Group Company.
- (b) The Customer must make sure that all Inbound Product is delivered to the RPI Group Company free from all Encumbrances and in accordance with the Specifications.
- (c) Legal title in the Inbound Product passes to the RPI Group Company once it accepts delivery of the Inbound Product under clause 11(d). For the avoidance of doubt, the RPI Group Company 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) The RPI Group Company will be deemed to have accepted delivery of the Inbound Product on the earlier of:
 - (i.) the Processing of the Inbound Product; or
 - (ii.) the date that the RPI Group Company notifies the Customer in writing that it has accepted delivery.
- (e) Ownership and title of Processed Product remains with the RPI Group Company at all times unless:
 - (i.) otherwise agreed in writing by the RPI Group Company;
 - (ii.) it is collected by the Customer under clause 15; or
 - (iii.) the RPI Group Company specifies in a Collection Notice that ownership and title to the Inbound Product has reverted to the Customer.
- (f) The Customer must not, and nor will it not permit any other person to have, or to register, any Encumbrance affecting Inbound Product, Processed Product, or any proceeds from the sale of the Inbound Product or Processed Product.
- (g) The RPI Group Company is entitled to inspect any of the Inbound Product at any stage prior to or upon delivery.
- (h) The RPI Group Company retains absolute discretion to reject any delivery of Inbound Product at any time. The Customer must at its cost, immediately collect any Inbound Product rejected by the RPI Group Company. The RPI Group Company may charge the Customer for storage of the rejected Inbound Product until collected and reserves the right to Process or otherwise dispose of the Inbound Product (at the Customer's cost) at any time prior to collection and without liability to the Customer.
- (i) The RPI Group Company at its discretion may accept any of the Inbound Product which it has rejected, at a price agreed between the Customer and the RPI Group Company.
- (j) Any inspection by the RPI Group Company 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 Inbound Product are not returnable to the Customer and form part of the Inbound Product unless otherwise agreed by the RPI Group Company.

12. Delivery of Outbound Product:

- (a) To the extent permissible at law, the RPI Group Company 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) The RPI Group Company reserves the right to charge for delivery.
- (c) Any delivery times notified to the Customer are estimates only.

- (d) If the Customer requests the RPI Group Company to postpone delivery of Outbound Products beyond the delivery time or date or dates specified in any Order or agreed in any Contract, the RPI Group Company may (without obligation) agree to do so provided that the Customer pays the RPI Group Company's additional charges for such postponement.
- (e) To the extent permitted by law, the Customer will be deemed to have accepted delivery and risk and liability for Outbound Products immediately after the RPI Group Company 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 the RPI Group Company confirming delivery will be conclusive evidence of delivery as will any signed delivery docket.
- (f) To the extent permissible at law, the RPI Group Company will not be liable for delay, failure or inability to deliver any Outbound Products.
- (g) Where the RPI Group Company agrees to deliver Outbound Product, the Customer agrees that:
 - (i.) the Outbound Product may be delivered in instalments; and
 - (ii.) the quantity of Outbound Product supplied on acceptance of Order shall be subject to a variation of +/- 5% and the Customer shall accept and pay for the quantity of Outbound Product actually supplied.
- (h) Once the Customer has been notified that Outbound Products are ready for collection, the Customer agrees to pay all costs of holding or handling Outbound Products if not collected within 14 days of such notification.
- (i) The Customer must notify the RPI Group Company of any claim for returns or defective Outbound Products within seven days of delivery, after which there will be deemed to be, to the extent permissible at law, unqualified acceptance.

13. Installation not included:

Unless otherwise specifically agreed by the RPI Group Company in writing, prices quoted by the RPI Group Company are on a supply-only basis and installation and commissioning (if any) are at the expense of the Customer.

14. Stock Discretion and Partial Delivery

- (a) The RPI Group Company has a continuing discretion to allocate available stock and gives no warranty as to certainty of supply unless expressly agreed in writing in advance.
- (b) The Customer agrees:
 - (i.) to pay for so much of any Order as is from time to time delivered by the RPI Group Company;
 - (ii.) that no delay or failure to fulfil any part of any order will entitle the Customer to cancel or vary any Order or delay or reduce any payment; and
 - (iii.) to pay the RPI Group Company for any demurrage or other costs and expenses in handling and/or holding any Outbound Product once ready for delivery and/or collection.

15. 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 the RPI Group Company of any monies when due, the Customer must within one day following receipt of a notice from the RPI Group Company requiring it to do so, collect Inbound Product supplied by it (or on behalf of it) and any Processed Product from the RPI Group Company ("**Collection Notice**").
- (b) The Customer agrees that ownership and title to the Inbound 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 Inbound Product and/or Processed Product the Customer agrees to pay the RPI Group Company its storage fees for the Inbound Product and Processed Product. Further the RPI Group Company may at its option, continue to subject the Inbound Product to the Processes at the cost of the Customer until collected.
- (d) The RPI Group Company may dispose of the Inbound 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 the RPI Group Company for return of the Inbound Product and/or Processed Product disposed of under this clause. The Customer must pay the RPI Group Company's cost of disposal immediately upon provision by the RPI Group Company of a tax invoice for the same.

- (e) The RPI Group Company's rights under this clause 15 are in addition to, and do not derogate from, any other rights the RPI Group Company has under these Terms, at law or otherwise.
- 16. New Group Members**
- (a) All new members of the RPI Group (each a "New Group Member") will have the benefit of these Terms and the Customer agrees that by ordering Goods/Services from a New Group Member, that these Terms apply to such order.
- (b) The New Group Member will have the benefit of and may enforce these Terms notwithstanding that the New Group Member may not have been in existence, or a Related Body Corporate of RPI, at the time of initial acceptance by the Customer of these Terms.
- (c) The Customer acknowledges that, in consideration for facilitating the extension of credit by a New Group Member to the Customer, RPI holds the benefit of clause 16(b) as trustee on behalf of that New Group Member.
- 17. 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 the RPI Group Company will entitle the RPI Group Company 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.
- 18. Modification to Goods/Services:**
- The RPI Group Company 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.
- 19. Outbound Product composition and testing:**
- (a) The Customer acknowledges that Outbound Products are made from repurposed, recycled, and/or raw materials and will vary in consistency in relation to such things as composition, grade, size, shape, texture, hardness and moisture content and the Customer agrees that the RPI Group Company will not be liable to the customer for such variations.
- (b) While the RPI Group Company endeavours to test Outbound Product for compliance with applicable laws (including environmental regulations), the Customer agrees that Outbound Products are supplied to the Customer on the basis that they do not conform to any particular law, specification, regulation, or Australian Standards unless the RPI Group Company expressly agrees otherwise in writing.
- (c) To the extent permissible by law (including under the ACL):
- (i.) it is the Customer's responsibility to assess and/or test the Outbound Product to make sure that it will meet the Customer's particular requirements including but not limited to the Outbound Product's suitability for the Customer's intended purpose and/or compliance with applicable laws (including environmental law), specifications, regulations and standards; and
- (ii.) the RPI Group Company provides no warranty in relation to the Outbound Product's compliance with such applicable laws (including environmental laws), specifications, regulations, or Australian Standards.
- 20. Supply always conditional:**
- If the RPI Group Company forms the view that the Customer will be unable to pay its debts to an RPI Group Company or that the Customer is in breach of, or will likely breach, these Terms, the RPI Group Company may without notice to the Customer, suspend and/or terminate deliveries of Outbound Product and/or refuse to accept Inbound Product, without liability to the Customer.
- 21. General Customer Obligations:**
- The Customer must:
- (a) at all times act in utmost good faith with respect to the RPI Group Company;
- (b) not act in a manner which could adversely affect the reputation of an RPI Group Company or the Goods/Services; and
- (c) promptly advise the RPI Group Company of all significant complaints, correspondence or comments relating to the Goods/Services from any source.
- 22. Recovery Costs:**
- The Customer must pay (on a full indemnity basis) all costs and expenses of the RPI Group Company, its legal advisers, 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 the RPI Group Company.
- 23. Attornment:**
- (a) To give effect to its obligations arising under these Terms and any Contract, the Customer irrevocably appoints the RPI Group Company 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) ("Attorney").
- (b) An Attorney may exercise its 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 the Attorney, as the attorney of the Customer.
- (c) The Customer must promptly ratify all acts and things done by the Attorney in the exercise of the power of attorney granted under this clause 23.
- 24. Customer Structure:**
- (a) The Customer will notify the RPI Group Company of any change in the Customer's 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 the RPI Group Company for any loss or damage it suffers as a result of a breach of these Terms by that new entity.
- 25. Confidentiality:**
- Data furnished to the Customer by an RPI Group Company is confidential and shall not be disclosed by the Customer to any third party without the prior written consent of that RPI Group Company, unless otherwise required by law.
- 26. Credit Line:**
- An RPI Group Company 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.
- 27. Force Majeure:**
- (a) An RPI Group Company will be released from its obligations under these Terms and any Contract to the extent that performance of its obligations to the Customer (whether for the provision of Goods/Services or otherwise) is delayed, hindered or prevented due to Force Majeure.
- (b) An RPI Group Company will not be obliged to place the Customer's interests before the RPI Group Company's commercial interests.
- 28. Intellectual Property:**
- (a) If an RPI Group Company utilises any design, patent, or other intellectual property, or follows any instruction provided by or on behalf of the Customer, the Customer indemnifies that RPI Group Company (and the RPI Group) 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 an RPI Group Company or of any Goods/Services themselves in any way without the prior written consent of an RPI Group Company.
- 29. Guarantee:**
- Unless otherwise agreed in writing by an RPI Group Company, the Customer agrees to procure each of its directors to execute an agreement to guarantee and indemnify in favour of the RPI Group Company and in the form approved by that RPI Group Company.
- 30. Indemnity:**
- To the extent permissible at law (including under the ACL), the Customer indemnifies each RPI Group Company, and agrees to keep each RPI Group Company indemnified against any claim or loss arising from or related in any way to breach by the Customer of any contract or dealing with the RPI Group Company or any breach of these Terms.
- 31. Insolvency:**
- If the Customer commits or is involved in any Act of Insolvency it will be deemed in default under these Terms and all Contracts.
- 32. All Divisions:**
- (a) The Customer agrees that these Terms will apply to all dealings between the Customer and the RPI Group Company and any part or member of the RPI Group and will be deemed incorporated into all Contracts unless expressly agreed or stipulated in writing otherwise by the RPI Group Company.
- (b) Notwithstanding clause 32(a), any claim the Customer may have against any member of the RPI Group will be limited to the RPI Group

Company that supplied the Good/Services to the Customer and the Customer agrees to limit any claim accordingly.

33. Security:

- (a) The Customer grants to the RPI Group Company a security interest in the Outbound Product to secure payment of the Amount Owing. The security interest extends to and continues in all proceeds and is a purchase money security interest to the extent to which it secures payment of that part of the Amount Owing which comprises the aggregate unpaid purchase price of the Outbound Products.
- (b) The Customer consents to the RPI Group Company effecting a registration on the PPSA register (in any manner the RPI Group Company considers appropriate) in relation to any security interest contemplated by these Terms and further agrees:
 - (i.) to do all things necessary and required by the RPI Group Company to make sure that the security interest is registered; and
 - (ii.) that it must not do, or permit anything to be done, that may result in the purchase money security interest granted to the RPI Group Company ranking in priority behind any other security interest.
- (c) To the extent that the Outbound Product are for the Customer's business use, the Customer agrees to the extent permitted under the PPSA, that the Customer has no right:
 - (i.) to receive notice of removal of an accession under the PPSA;
 - (ii.) under Chapter 4 if the PPSA; or
 - (iii.) under the PPSA to receive a copy of any verification statement or a financing statement under the PPSA.
- (d) To the extent permitted under the PPSA, the Customer hereby waives its rights under sections 95, 96, 117, 118, 120, 121 (4), 123, 125, 126, 128, 129, 130, 132, 134, 135, 142 and 143 of the PPSA.
- (e) Unless otherwise agreed to in writing by the RPI Group Company, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- (f) The Customer must not assign or grant a security interest in respect of any accounts owed to it in relation to the Outbound Product without the RPI Group Company's prior written consent.
- (g) Without limiting any other provision of these Terms or any Contract, if the Customer makes a payment to the RPI Group Company at any time whether in connection with the supply of Outbound Products or otherwise, the RPI Group Company may at its absolute discretion apply that payment to first satisfy obligations that are not secured, then obligations that are secured, but not by a purchase money security interest, in the order in which those obligations were incurred, and then obligations that are secured by a purchase money security interest in the order in which those obligations were incurred.
- (h) The Customer agrees that:
 - (i.) despite anything to the contrary contained in these Terms and any Contract, or any other rights which the RPI Group Company 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 the RPI Group Company's written request, to mortgage and/or charge all of their joint and/or several interest in the Assets to the RPI Group Company to secure all amounts and other monetary obligations payable by the Customer to the RPI Group Company;
 - (ii.) it grants a lien to the RPI Group Company over all of its property in the possession or control of the RPI Group Company until all Amounts Owing have been paid in full;
 - (iii.) it will on demand execute any documents and to do all things requested by the RPI Group Company to register a mortgage or such other security the RPI Group Company requires over any current or later acquired real property the Customer has an interest in; and
 - (iv.) it consents unconditionally to the RPI Group Company lodging a caveat noting the RPI Group Company's interest in any Assets the Customer has an interest in.

34. 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.

35. Limitation of Liability:

- (a) The RPI Group Company's goods come with guarantees that cannot be excluded under the ACL. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- (b) To the maximum extent permitted by law and subject to the following provisions of this clause 35, the RPI Group Company shall not be under any liability, whether in contract, tort or otherwise, for any injury, damage or loss whatsoever arising in any way in connection with the supply or use of the goods or from any services provided, including (without limitation) direct, indirect, special or consequential loss or damage of any kind arising from claims by the Customer, third parties or otherwise.
- (c) If rights are conferred upon the Customer or obligations are imposed upon the RPI Group Company by the ACL or other law which cannot be excluded, the provisions of this clause 35 shall be read subject to those rights or obligations, and to the maximum extent permitted by such legislation the RPI Group Company hereby expressly limits its liability under any such legislation to the maximum extent permitted by law.
- (d) Subject to the preceding paragraph of this clause 35, the Customer agrees that the liability of the RPI Group Company (which cannot be limited beyond the following provisions) is limited to:
 - (i.) in the case of the supply of goods, any one or more of the following (at the RPI Group Company's option):
 - A. the replacement of the goods or the supply of equivalent goods;
 - B. the repair of the goods;
 - C. the payment of the costs of replacing the goods or of acquiring equivalent goods; or
 - D. the payment of the costs of having the goods repaired; or
 - (ii.) in the case of the supply of services, any one or more of the following (at the RPI Group Company's option):
 - A. the supply of the services again; or
 - B. the payment of the costs of having the services supplied again.
- (e) Without reducing the effect of, and subject always to, the preceding provisions of this clause 35:
 - (i.) the RPI Group Company's total aggregate liability (if any) to a Customer for any particular order for the supply of goods or services by the RPI Group Company to the Customer will not, in any event, exceed the amount invoiced by the RPI Group Company to the Customer for the said order; and
 - (ii.) the RPI Group Company 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.

36. Entire Agreement:

- (a) The Contract for the provision of Goods/Services pursuant to an Order constitutes the entire agreement between the RPI Group Company 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.
- (b) Terms and/or conditions sought to be imposed by the Customer upon an RPI Group Company will not apply unless expressly agreed in writing by the RPI Group Company as overriding or replacing these Terms.

37. Variation of Terms:

Repurpose It reserves the right to replace or vary these Terms (or any part of them) from time to time upon 30 day's notice. All contracts from Orders received by Repurpose It after the expiry of that 30 day's notice shall be deemed to be subject to the replacement or varied terms.

38. General:

- (a) **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.
- (b) **Essence:** Time shall be of the essence with respect to the performance of the Customer's obligations under these Terms
- (c) **Waiver:** If an RPI Group Company elects to not exercise a right 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.
- (d) **No Merger:** Termination of these Terms, a Contract and/or dealings between the Customer and the RPI Group Company will not end those provisions of these Terms that are capable of surviving termination.

- (e) **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.
- (f) **Assignment:** The Customer may not assign its rights and/or obligations under these Terms or any Contract without RPI's prior written consent, which may be given or withheld in RPI's sole and unfettered discretion. RPI may assign its rights and/or obligations

under these Terms and/or any Contract by notice in writing to the Customer.

- (g) **Trusts:** 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.
- (h) **Jurisdiction:** All contracts made with an RPI Group Company 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.