

TERMS AND CONDITIONS

Quotation:

1) A quotation will be voidable at the option of Bay Roofing 30 days after the date shown on the quotation.

Payment:

2) Payment shall be made within the time stipulated on the Acceptance Form. If not stipulated, payment shall be made within 14 days from the date of Invoice. Late unpaid Invoices shall be subject to default penalty interest of 20% per annum.

Subsequent work:

3) The Purchaser agrees to be bound by these Terms & Conditions for all subsequent goods and/or services supplied to the Purchaser by Bay Roofing.

Price:

4) Should Bay Roofing's normal rates for material and/or work increase before the installation is complete, Bay Roofing may increase the price to reflect such increases.

Vehicle Access:

5) This Agreement is based upon the presumption that Bay Roofing has satisfactory vehicle access to the site of installation. If such access is not available then any extra costs incurred by Bay Roofing as a result shall be at the expense of the Purchaser. Bay Roofing accepts no liability for damage to footpaths and driveways caused in gaining access to a site.

Extras and Variations:

6) This Agreement does not include any work or goods not specifically referred to. Any extras for variations shall be at the expense of the Purchaser.

Incorrect Data:

7) This Agreement is subject to any data supplied by the Purchaser being correct.

Ownership and Risk:

8) Should the Purchaser fail to pay for the goods within 90 days from the completion of installation, Bay Roofing reserves the right to recover and remove all goods from the Purchaser's building and Bay Roofing shall not be liable for any consequential damage or loss incurred by the Purchaser resulting from such removal and recovery. This provision shall be without prejudice to any of Bay Roofing's other rights contained in these Terms and Conditions.

9) Notwithstanding that ownership in the goods may not have been passed to the Purchaser, risk in any goods supplied shall pass to the Purchaser upon delivery to the site of installation.

10) Notwithstanding any period of credit, legal and beneficial ownership of any goods supplied shall remain with Bay Roofing until payment is made in full for both goods and services supplied.

11) If payment is overdue in whole or in part in respect of any of the goods or services Bay Roofing may (without prejudice to any of its other rights) recover and/or re-sell the goods or the mixed goods referred to in paragraph 14 below. Bay Roofing may enter upon the Purchaser's premises or any other place where the goods and/or mixed goods are stored (and the Purchaser grants to Bay Roofing an irrevocable right and authority to so recover, re-enter and re-sell). If any excess is recovered by Bay Roofing, it shall not be liable in damages but shall account for the excess to the Purchaser.

12) Until payment is made in full by the Purchaser, the Purchaser holds the goods as bailee for Bay Roofing and will store the goods in such a manner that they are clearly identifiable as the property of Bay Roofing and will keep separate records in respect of the same.

13) If the goods are sold or otherwise disposed of by the Purchaser prior to payment in full, the Purchaser will have been deemed to have done so as agent for Bay Roofing, and the proceeds of such a sale will be the property of Bay Roofing. The Purchaser will hold the proceeds of such a sale on trust, and account to Bay Roofing and keep them in a separate fund from the Purchaser's own money.

14) If any of the goods are mixed or incorporated with other goods ("mixed goods") before payment, the Purchaser agrees that the property of the mixed goods shall be held and remain with Bay Roofing until payment of all goods and services has been made in full. The Purchaser shall hold the mixed goods as bailee for Bay Roofing. If the Purchaser sells the mixed goods it will hold the proceeds of such sale on trust for Bay Roofing and will account to Bay Roofing for the value of the goods and services and keep the proceeds in a separate fund from the Purchaser's own money.

15) Where Bay Roofing has reasonable cause to believe that the Purchaser has not strictly complied with these Terms and Conditions or that the Purchaser has or will commit an act of bankruptcy or (being a Company) has had a receiver appointed or about to be appointed, or it is declared insolvent, Bay Roofing may recover any or all of the goods and/or mixed goods and re-sell the goods and/or mixed goods and for such purpose may at any time of the day or night enter by force if necessary upon the premises where the goods and/or mixed goods are reasonably thought to be stored and the Purchaser grants to Bay Roofing an irrevocable right and authority to so recover, re-enter and re-sell.

Security and the PPSA:

16.1 The Purchaser grants a security interest over all present and after-acquired goods supplied by Bay Roofing and their proceeds as security for payment of the purchase price of those goods.

16.2 The Purchaser will provide such information and do such acts and execute such further documents as in the opinion of Bay Roofing may be necessary or desirable to enable Bay Roofing to perfect under the PPSA the security interest created by this Agreement as a first priority interest or with such other priority as the company may agree in writing.

16.3 Bay Roofing may do all things which it thinks desirable to remedy any default by the Purchaser or otherwise protect the goods or the security interest created by this Agreement.

16.4 The Purchaser irrevocably appoints Bay Roofing to be Bay Roofing's attorney to do anything which the Purchaser agrees to do under this Agreement and anything which the attorney thinks desirable to protect Bay Roofing's interest under this Agreement and the Purchaser ratifies anything done by an attorney under this clause.

16.5 The Purchaser agrees sections 114 (1) (a), 133 and 134 of the PPSA shall not apply to this Agreement or the security this Agreement.

16.6 The Purchaser waives their right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to the security interest created by this Agreement.

16.7 The Purchaser agrees that none of their rights as debtor under sections 116, 199, 120(2), 121, 125, 126, 127, 129, 131 and 132 shall apply to this Agreement.

16.8 The Purchaser also agrees, where Bay Roofing has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.

16.9 The Purchaser must not change their name without first notifying Bay Roofing of the new name not less than 7 days before the change takes effect.

16.10 The Purchaser must not allow or permit the creation of a lien over any of the goods.

16.11 Where the context permits the expression "goods" includes a product or mass into which they are so manufactured, processed, assembled or commingled that their identity is lost in the product or mass.

Advertising

17) The Purchaser agrees to allow Bay Roofing to erect or attach advertising and signage on the Purchaser's land and buildings from the date of this Agreement until all construction (not just roofing) is complete.

Force Majeure

18) Bay Roofing shall not be liable for any delay in shipment, non-delivery of goods or services or any failure to perform any of its obligations by circumstances beyond its control.

Consequential Loss:

19) Bay Roofing shall not be liable for any consequential loss, damage or injury arising in any way whatsoever from this Agreement.

Costs:

20) Bay Roofing shall be entitled to recover from the Purchaser any of its costs and expenses (including legal expenses) incurred by Bay Roofing in enforcing or attempting to enforce its rights pursuant to this Agreement and recovery of any subsequent debt.

Severance:

21) Should any of the conditions in this Agreement or any part of them be held to be unenforceable by virtue of non-registration, illegality or otherwise, then such condition, or part of it, shall be severed from all other conditions without affecting the validity or enforceability of the remainder of the Agreement.