

## 1. Definitions

- 1.1 "IPPL" shall mean Integra Packaging Pty Ltd (ACN 131 946 453) its successors and assigns or any person acting on behalf of and with the authority of Integra Packaging Pty Ltd.
- 1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 "Goods" shall mean Goods supplied by IPPL to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by IPPL to the Customer
- 1.5 "Services" shall mean all services supplied by IPPL to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Price" shall mean the cost of the Goods as agreed between IPPL and the Customer subject to clause 3 of this contract.

## 2. Acceptance

- 2.1 Any instructions received by IPPL from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by IPPL shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be amended with the written consent of IPPL.
- 2.4 The Customer undertakes to give IPPL at least fourteen (14) days notice of any change in the Customer's name, address and/or any other change in the Customer's details.

## 3. Price And Payment

- 3.1 At IPPL's sole discretion the Price shall be either;
- (a) as indicated on invoices provided by IPPL to the Customer in respect of Goods supplied; or
- (b) IPPL's quoted Price (subject to clause 3.2) which shall be binding upon IPPL provided that the Customer shall accept IPPL's quotation in writing within thirty (30) days.
- 3.2 IPPL reserves the right to change the Price in the event of a variation to IPPL's quotation.
- 3.3 At IPPL's sole discretion a deposit may be required.
- 3.4 Time for payment for the Goods will be stated on the invoice or any other forms. If no time is stated then payment shall be due thirty (30) days following the end of the month in which the invoice was dated.
- 3.5 At IPPL's sole discretion;
- (a) payment shall be due on delivery of the Goods, or
- (b) payment shall be due before delivery of the Goods, or
- (c) Payment for approved Customers shall be made by instalments in accordance with IPPL's payment schedule.
- 3.6 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to two (2) percent of the Price), or by direct credit, or by any other method as agreed to between the Customer and IPPL.
- 3.7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
- 3.8 IPPL has the right to revoke a Customer credit account at IPPL's sole discretion.
- 3.9 The credit limit is the amount notified to the Customer from time to time by IPPL.
- 3.10 IPPL reserves the right to refuse the supply of goods on credit in the event that the Customer exceeds the credit limit.
- 3.11 At any time IPPL can use its absolute discretion to alter the credit limit without having to give reasons for its actions.

## 4. Delivery Of Goods

- 4.1 At IPPL's sole discretion delivery of the Goods shall take place when;
- (a) the Customer or their representative collects the Goods at IPPL's address; or
- (b) the goods are delivered to the Customer's address (in the event that the Goods are delivered by IPPL or IPPL's nominated carrier); or
- (c) the Customer's nominated carrier collects at IPPL's address the Goods in which event the carrier shall be deemed to be the Customer's agent.
- 4.2 At IPPL's sole discretion the costs of delivery are;
- (a) included in the Price, or
- (b) in addition to the Price, or
- (c) For the Customer's account.
- 4.3 The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then IPPL shall be entitled to charge a reasonable fee for redelivery.
- 4.4 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
- 4.5 IPPL may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 4.6 The failure of IPPL to deliver shall not entitle either party to treat this contract as repudiated.
- 4.7 IPPL shall not be liable for any loss or damage whatever due to failure by IPPL to deliver the Goods (or any of them) promptly or at all.

## 5. Risk

- 5.1 If IPPL retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.
- 5.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, IPPL is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by IPPL is sufficient evidence of IPPL's rights to receive the insurance proceeds without the need for any person dealing with IPPL to make further enquiries.

## 6. Title

- 6.1 It is the intention of IPPL and agreed by the Customer that ownership of the Goods shall not pass until:
- (a) the Customer has paid all amounts owing for the particular Goods, and
- (b) The Customer has met all other obligations due by the Customer to IPPL in respect of all contracts between IPPL and the Customer.
- 6.2 Receipt by IPPL of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then IPPL's ownership or rights in respect of the Goods shall continue.
- 6.3 It is further agreed that:
- (a) Until such time as ownership of the Goods shall pass from IPPL to the Customer IPPL may give notice in writing to the Customer to return the Goods or any of them to IPPL. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
- (b) IPPL shall have the right of stopping the Goods in transit whether or not delivery has been made; and
- (c) if the Customer fails to return the Goods to IPPL then IPPL or IPPL's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer and upon reasonable notice to the buyer, where the Goods are situated and take possession of the Goods; and

- (d) the Customer is only a bailee of the Goods and until such time as IPPL has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods on trust for IPPL; and
- (e) the Customer shall not deal with the money of IPPL in any way which may be adverse to IPPL; and
- (f) the Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of IPPL; and
- (g) IPPL can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer.

## 7. Customer's Disclaimer

- 1.1 The Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgement.

## 8. Defects

- 8.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days notify IPPL of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford IPPL an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions, the Goods shall be presumed to be free from any defect or damage. For defective Goods, which IPPL has agreed in writing that the Customer is entitled to reject, IPPL's liability is limited to either (at IPPL's discretion) replacing the Goods or repairing the Goods.

## 9. Returns

- 9.1 Returns will only be accepted provided that:
  - (a) the Customer has complied with the provisions of clause 8.1; and
  - (b) IPPL has agreed in writing to accept the return of the Goods; and
  - (c) the Goods are returned at the Customer's cost within seven (7) days of the delivery date; and
  - (d) IPPL will not be liable for Goods which have not been stored or used in a proper manner.
- 9.2 IPPL will not accept the return of Goods for credit.

## 10. Ordering

- 10.1 The Customer will place Orders with IPPL in accordance with IPPL's processes as advised to the Customer from time to time. IPPL may, at its discretion, reject any Order.
- 10.2 There is no obligation on IPPL to enquire as to the authority of any person placing an Order on behalf of the Customer.
- 10.3 An extra charge may be made where additional work results from lack of precision in the Customer's specifications or the Customer alters the specifications after the date of any order acknowledgement.
- 10.4 All Fibreboard orders may incur overs and unders. These are based on an industry standard of 30% plus or minus for order quantities under 1000 and 10% plus or minus for order quantities over 1000. This quantity is billable to the Customer.

## 11. Customer Specific Stock

- 11.1 Where IPPL has purchased stock on behalf of the Customer for purchase by the Customer over time and the Customer does not comply with the agreed timeframe(s) for purchase (or 30 days notice from IPPL in the absence of an agreed timeframe) then at IPPL's option any one or more of the following may apply:
  - (a) IPPL is entitled to charge a storage fee for such stock;
  - (b) IPPL may invoice the Customer for the whole (or any part) of the stock; and
  - (c) IPPL may arrange for the stock to be destroyed or otherwise disposed of (or used) in the event that the Customer fails to pay

for and collect or take delivery of the stock, and all costs so incurred shall be a debt due to IPPL by the Customer.

## 12. Warranty

- 12.1 IPPL shall not be responsible for any loss or damage to the Goods, or caused by the Goods or any part thereof however arising except to the extent that the loss or damaged was caused by IPPL's acts of negligent acts or omissions.

## 13. The Competition and Consumer Protection Act 2010 (Cth)

- 13.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Protection Act 2010 in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

## 14. Intellectual Property

- 14.1 Where IPPL has designed, drawn or written Goods for the Customer, then the copyright in those designs and drawings and documents shall remain vested in IPPL, and shall only be used by the Customer at IPPL's discretion.
- 14.2 The Customer warrants that all designs or instructions to IPPL will not cause IPPL to infringe any patent, registered design or trademark in the execution of the Customer's order and the Client agrees to indemnify IPPL against any action taken by a third party against IPPL in respect of any such infringement.

## 15. Default & Consequences Of Default

- 15.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement. This charge will be invoiced separately every quarter.
- 15.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify IPPL from and against all costs and disbursements incurred by IPPL in pursuing the debt including legal costs on a solicitor and own client basis and IPPL's collection agency costs.
- 15.3 Without prejudice to any other remedies IPPL may have, if at any time the Customer is in breach of any obligation (including those relating to payment), IPPL may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. IPPL will not be liable to the Customer for any loss or damage the Customer suffers because IPPL exercised its rights under this clause.
- 15.4 If any account remains overdue after thirty (30) days then an amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable. This charge will be invoiced separately every quarter.
- 15.5 IPPL has the right to commence legal proceedings where an amount is beyond 30 days past the due date. Legal proceeding will only commence at the expiry of a 7 day notice period. Once legal proceedings have commenced against a Customer, all legal costs and commissions in relation to the recovery of overdue funds will be charged to the Customer and the Customer agrees to pay all such charges.
- 15.6 Without prejudice to IPPL's other remedies at law IPPL shall be entitled to cancel all or any part of any order of the Customer which remains unperformed and all amounts owing to IPPL shall, whether or not due for payment, become immediately payable in the event that:
  - (a) any money payable to IPPL becomes overdue, or in IPPL's opinion the Customer will be unable to meet its payments as they fall due; or
  - (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

## 16. Security and Charge

- 16.1 Despite anything to the contrary contained herein or any other rights which IPPL may have howsoever:
- (a) should IPPL elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify IPPL from and against all IPPL's costs and disbursements including legal costs on a solicitor and own client basis.

## 17. Cancellation

- 17.1 IPPL may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. On giving such notice IPPL shall repay to the Customer any sums paid in respect of the Price. IPPL shall not be liable for any loss or damage whatever arising from such cancellation.
- 17.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by IPPL (including, but not limited to, any loss of profits) up to the time of cancellation, except to the extent that the cancellation is due to the negligent act or omissions of IPPL.

## 18. Privacy Act 1988

- 18.1 The Customer and/or the Guarantor/s agree for IPPL to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by IPPL.
- 18.2 The Customer and/or the Guarantor/s agree that IPPL may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by Customer; and/or
- (b) to notify other credit providers of a default by the Customer; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- (d) to assess the credit worthiness of Customer and/or Guarantor/s.
- 18.3 The Customer consents to IPPL being given a consumer credit report to collect overdue payment on commercial credit (Section 18K (1)(h) Privacy Act 1988).
- 18.4 The Customer agrees that personal credit information provided may be used and retained by IPPL for the following purposes and for other purposes as shall be agreed between the Customer and IPPL or required by law from time to time:
- (a) provision of Goods; and/or
- (b) marketing of Goods by IPPL, its agents or distributors in relation to the Goods; and/or
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and/or
- (e) Enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.
- 18.5 IPPL may give information about the Customer to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Customer; and/or
- (b) Allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

## 19. Unpaid IPPL's Rights

- 19.1 Where the Customer has left any item with IPPL for repair, modification, exchange or for IPPL to perform any other Service in relation to the item and IPPL has not received or been tendered the whole of the Price, or the payment has been dishonoured, IPPL shall have:
- (a) a lien on the item;

- (b) the right to retain the item for the Price while IPPL is in possession of the item;
- (c) a right to sell the item,
- 19.2 The lien of IPPL shall continue despite the commencement of proceedings, or judgement for the Price having been obtained.

## 20. Personal Property Securities Act (PPSA)

- 20.1 In relation to any security interest constituted or contemplated in relation to any proceeds arising from the supply of Goods by IPPL, the Customer consents to IPPL effecting and maintaining a registration on the Personal Property Securities Register (in the manner IPPL considers necessary, including a master security interest registration that stays on the Customer's record at all times, even if no Goods have currently being supplied by IPPL to the Customer) of that security interest.
- 20.2 If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising under or in connection with this Agreement and sections 115(1) or 115(7) of the PPSA allows for contracting out, then the following provisions of the PPSA will not apply and the Client will have no rights under them:
- (a) in respect of section 115(1), section 95 (to the extent of notices to the grantor); section 96; section 118 (to the extent of notices to the grantor); sections 121(4); 125; 130; 132(3)(d); 132(4); 135; 142; and 143; and
- (b) in respect of section 115(7): sections 127; 129(2); 129(3); 130(i); 132; 134(s); 135; 136(3); 136(4); 136(5); 137; and 275(7)(c).
- 20.3 IPPL and the Customer agree not to disclose information of the kind referred to in section 275(1) of the PPSA.

## 21. General

- 21.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
- 21.3 IPPL shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by IPPL of these terms and conditions.
- 21.4 In the event of any breach of this contract by IPPL the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of IPPL exceed the Price of the Goods.
- 21.5 The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by IPPL.