

TABLE OF CONTENTS

Payment.....	3
Interest and Administration Fee.....	3
GST.....	3
Withdrawal or Variation of Credit.....	3
Charge Over Customer’s Property.....	4
Suspension or Ceasing of Supply.....	4
Liability of Neumann Steel.....	4
Certification.....	4
Notification of Change of Details.....	4
Continuing Guarantee.....	4
Set-Off.....	5
Property.....	5
Personal Property Securities Act (Cth) 2009 (“PPSA”).....	5
Effect of Other Terms.....	6
Expenses.....	7
Service of Notices and Documents.....	7
Transactions.....	7
Application of Moneys Received.....	7
Indemnity.....	7
Trusts.....	7
Joint and Several.....	7
Severance.....	8
Waiver.....	8
Amendments.....	8
Assignment.....	8
Formation of Contract.....	8
Previous Agreements.....	9
Customer Set-Off.....	9
Force Majeure.....	9
Errors and Omissions.....	9
Limitation of Liability.....	10
Competition and Consumer Act.....	10
Transfer of Debt.....	10
Entire Agreement.....	10
Application of Laws.....	10



Delivery.....10

Delay11

Claims11

Agents13

Disclosure and Use of Technical Information13

Mass and Dimensions13

All Product is Manufactured to Comply with AS467113

Welding.....13

Definitions & Interpretation13

Interpretation14

MODIFICATION HISTORY **Error! Bookmark not defined.**



Payment

(a) **Unless otherwise agreed in writing**, the Customer must pay for manufactured items prior to process being started and must pay for all stock purchases and/or Products prior to delivery in the amount specified on the invoice(s) issued by Neumann Steel from time to time and/or any statement issued by Neumann Steel. Where Credit Terms have been extended or Neumann Steel agrees in writing prior to delivery, payment is due within 30 days from the end of the month in which the invoice is generated, or within any alternative credit period granted in writing by Neumann Steel.

(b) Amounts payable by the Customer under these Trading Terms must be paid in full without deduction, retention or set-off of any kind and for any reason.

(c) The price of any Products supplied, sold and/or delivered by Neumann Steel will be the amount specified by Neumann Steel at the time of delivery and/or on the invoice in respect of the said supply. Prior to the issue of any invoice, the price of Products is subject to change without notice including changes to incorporate any increased costs of materials and/or labour and/or freight and/or cartage.

(d) In addition to any estimate, quote or invoice amount, Neumann Steel is entitled to charge the Customer (at its absolute discretion) storage charges where Products are not collected/accepted immediately upon delivery, demurrage costs or charges incurred by Neumann Steel, legal costs, charges, administration fees and expenses (whether pursuant to these Trading Terms or as otherwise incurred), delivery fees, any fees or charges associated with the delivery and/or return of Products, and/or any other amounts specified in these Trading Terms.

Interest and Administration Fee

Neumann Steel is entitled to charge the Customer:

(a) interest on amounts not paid within the credit period specified by Neumann Steel at a rate equivalent to 3% p.a. above the annual business overdraft interest rate of its principal banker, as determined and calculated by Neumann Steel, in its discretion; and

(b) if any account remains unpaid at the end of the second month after the invoice is generated, an immediate amount the greater of \$20.00 or 10.0% of the amount overdue for administration fees, which sum shall become immediately due and payable. The Customer acknowledges that this fee is a genuine pre-estimate by Neumann Steel of the loss, costs and expenses which shall be incurred by reason of the Customer's default in payment and the recovery thereof.

GST

Each amount payable by the Customer under these Trading Terms in respect of a Taxable Supply by Neumann Steel is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999 (Cth).

Withdrawal or Variation of Credit

Neumann Steel may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer. Where the Customer completes a further Application for a Commercial Trading Account, that Application will not be in derogation of but in addition to any previous general Trading Terms existing except as notified by Neumann Steel (or any of its related entities, subsidiaries and assigns and as Trustee of any Trust) in writing.



Charge Over Customer's Property

As security for payment to Neumann Steel of all moneys payable by the Customer and for the Customer's obligations generally under these Trading Terms, the Customer charges in favour of Neumann Steel the whole of the Customer's undertaking, property and assets (including without limitation all of the Customer's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Customer irrevocably appoints each Officer as the Customer's attorney to do all things necessary to create and register each such charge. Upon demand by Neumann Steel, the Customer agrees to immediately execute a mortgage or other instrument in terms satisfactory to Neumann Steel to further secure payment of the money payable by the Customer. If the Customer fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Customer acknowledges that Neumann Steel may execute such mortgage or other instrument as the Customer's attorney pursuant to the appointment of Neumann Steel as the Customer's attorney set out in these Trading Terms.

Suspension or Ceasing of Supply

- (a) Neumann Steel may at Neumann Steel's complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products and Services to the Customer or amend these Trading Terms.
- (b) Without limiting clause 6(a), if an Event of Default occurs, Neumann Steel may, without prejudice to Neumann Steel's other rights, call up moneys owed to Neumann Steel by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits and other costs arising from the Event of Default and/or take immediate possession of any Products and Services for which payment remains outstanding.

Liability of Neumann Steel

Neumann Steel will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by Neumann Steel, its employees, contractors or agents.

Certification

A statement signed by an Officer certifying the amount of any moneys payable by the Customer, or identifying any Products and Services, as being "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.

Notification of Change of Details

The Customer will provide written notice to Neumann Steel of any change in the Customer's structure or management, including any change of director, shareholder, partnership, trusteeship or address within 7 days of the change.

Continuing Guarantee

All guarantees under or related to these Trading Terms will be continuing guarantees and will terminate only with Neumann Steel's written agreement.



Set-Off

Neumann Steel may at any time set-off amounts owed by Neumann Steel to the Customer against amounts owed by the Customer to Neumann Steel.

Property

- (a) Where Products are to be supplied by way of sale, property in the Products shall not pass until the Customer has paid all money owing to Neumann Steel in full. Risk in the Products passes to the Customer at the time of delivery.
- (b) The Customer holds the Products as fiduciary bailee and agent for Neumann Steel and must keep the Products physically separate from all other goods of the Customer, and clearly identified as owned by Neumann Steel until payment of all moneys owed by the Customer to Neumann Steel. If an Event of Default occurs, then without prejudice to Neumann Steel's other rights, Neumann Steel may, without notice to the Customer enter any premises occupied by the Customer or any other place where the Products may be and recover possession of the Products.
- (c) If the Customer sells any of the Products supplied while money is owed to Neumann Steel, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds.
- (d) If the Products are resold, or goods and/or Services using the Products are manufactured and resold by the Customer, the Customer holds "all of the book debts" owed in respect of such sales and proceeds of such sales in trust for Neumann Steel. Such part of the book debts and proceeds will be deemed to equal in dollar terms the amount owed by the Customer to Neumann Steel at the time of the receipt of such book debts. The Customer must not assign or grant a security interest in respect of such book debts without Neumann Steel's prior written consent.
- (e) If the Customer uses the Products in some manufacturing process of its own or of some third party, then the Customer shall hold such part of the proceeds of such manufacturing process as relates to such Products in trust for Neumann Steel. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to Neumann Steel and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such Products will be discharged.

Personal Property Securities Act (Cth) 2009 ("PPSA")

The Customer grants to Neumann Steel (under clause 6.1) a "Financing statement", "financing change statement", "security interest", "purchase money security interest", "attached", "attachment", "perfected", "accession", "commingled" and all related terms have the meaning given to them by the PPSA.

- (a) In consideration of Neumann Steel supplying the Products to the Customer at the request of the Customer, the Customer by signing these Trading Terms:
 - (i) grants to Neumann Steel a "Purchase Money Security Interest" ("PMSI") in all Products supplied by Neumann Steel to the Customer from time to time as security for payment of the purchase price of the Products;
 - (ii) grants to Neumann Steel a "Security Interest" ("SI") in all of its present and after-acquired property and in all of its present and future rights in relation to any personal property (as defined in the PPSA) from time to time as security for payment of any amount owed by the Customer to Neumann Steel and as security for the performance by the Customer of the obligations set out in these Trading Terms;
 - (iii) agrees that any Products or proceeds of sale of the Products coming into existence after the date of these Trading Terms will come into existence subject to the PMSI and SI granted herein and these Trading Terms without the need for any further action or agreement by any party;
 - (iv) acknowledges that the Customer has received valuable consideration from Neumann Steel and agrees that it is sufficient;
 - (v) agrees that the PMSI and SI has attached to all Products supplied now or in the future by Neumann Steel to the Customer and that the attachment of the PMSI has in no way been deferred or postponed.



- (b) Neumann Steel reserves the right to register a financing statement in the Personal Properties Securities Register to perfect the PMSI and/or SI created under these Trading Terms.
- (c) The costs of registering a financing statement or a financing change statement can be charged to the Customer by Neumann Steel at Neumann Steel's complete discretion, and may, where applicable, be charged to the customer's credit account with Neumann Steel.
- (d) The Customer must promptly, on request by Neumann Steel, execute all documents and do anything else reasonably required by Neumann Steel to ensure that the PMSI and SI created under these Trading Terms constitutes a perfected security interest.
- (e) The Customer must not agree to allow any person to register a financing statement over any of the Products in which Neumann Steel has any PMSI and/or SI without the prior written consent of Neumann Steel and will immediately notify Neumann Steel if the Customer becomes aware of any person or entity taking steps to register a financing statement in relation to any such Products.
- (f) The Customer must not allow the Products to become accessions or commingled with other goods unless Neumann Steel has first perfected any PMSI or SI that Neumann Steel has in relation to the Products.
- (g) If Neumann Steel perfects any PMSI and/or SI that Neumann Steel has in relation to the Products, the Customer must not do anything that results in Neumann Steel having less than the security or priority granted by the PPSA that Neumann Steel assumed at the time of perfection, subject only to the rights of a mortgagee pursuant to a registered mortgage.
- (h) The Customer irrevocably grants to Neumann Steel the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if Neumann Steel has cause to exercise any of Neumann Steel's rights under Chapter 4 of the PPSA, and the Customer will indemnify Neumann Steel for any claims made by any third party as a result of such exercise.
- (i) The Customer acknowledges and agrees that: -
 - (i) Nothing in sections 125, 132(3)(d), 142 and 143 of the PPSA will apply to these Trading Terms;
 - (ii) The Security Agreement created by these Terms of Sale may only be reinstated on the terms considered appropriate by Neumann Steel at its complete discretion.
- (j) The Customer acknowledges and agrees that to the full extent permitted by law and mentioned below, the following provisions of the PPSA will not apply to the enforcement of any PMSI and SI created under these Trading Terms, and the Customer waives its right to: -
 - (i) not have goods damaged or be inconvenienced any more than necessarily incidental if Neumann Steel removes an accession under s.92 PPSA;
 - (ii) to receive notice of any intention to remove an accession under s.95(1)(a);
 - (iii) to apply to the Court for an order postponing the removal of the "accession" or to determine the amount payable to Neumann Steel for the retention of the accession under s.97 PPSA
 - (iv) to receive notice of a decision to enforce the security interest in personal property in the same way as an interest in land which secures the same obligation under s.118(1)(b)(i) PPSA;
 - (v) to receive notice of the enforcement of liquid assets under s.121(4) PPSA
 - (vi) to receive notice of any proposal to dispose of collateral under s.130(1)(a) PPSA;
 - (vii) to receive a Statement of Account if no disposal under s.132(4) PPSA; and
 - (viii) to receive notice of any proposal to retain collateral under s.135(1)(a) PPSA; and
 - (ix) to receive notice of a verification statement in relation to any registration event (including registration of a financing statement or a financing change statement) relating to the PMSI and SI created under these Trading Terms under s.157 PPSA.

Effect of Other Terms

These Trading Terms are supplemented by the Credit Terms on Neumann Steel's website at www.neumannsteel.com.au from time to time, and are in no way affected or amended by any other express or implied terms. No terms of the Customer apply to any agreement between the Customer and Neumann Steel.



Expenses

The Customer must pay to Neumann Steel any costs, charges and expenses (including all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by Neumann Steel in connection with the entry into these Trading Terms, the exercise or attempted exercise of any power, right or remedy under these Trading Terms and/or the failure of the Customer to comply with these Trading Terms.

Service of Notices and Documents

All notices or documents required to be given to Neumann Steel for the purposes of the PPSA must be given in accordance with the PPSA. Any notices or documents required to be given by Neumann Steel to the Customer for the purposes of the PPSA or for any other purposes will be effectively 'given', 'served' and 'delivered' if sent by Neumann Steel to the Customer by pre-paid ordinary post to any one of the following addresses: -

- (a) the last address for the Customer known to Neumann Steel;
- (b) if the Customer is a Company, the registered office or principal place of business; or
- (c) if the Customer trades under a registered business name, any address contained on a current business extract for that business name.

Transactions

The Customer will be liable for all transactions and expenses involving the Customer's credit account including any fraudulent use of the account by the Customer or any person authorised by the Customer to use the account or the Customer's employees, agents or contractors. The Customer will also be liable for any fraudulent use of the Customer's credit account which is directly or indirectly caused or contributed to by the Customer's negligence.

Application of Moneys Received

If Neumann Steel receives or recovers money in respect of a debt of the Customer, Neumann Steel may use the money to pay off whichever debt or part of a debt Neumann Steel chooses and is not compelled to apply the money as directed by the Customer or any other person.

Indemnity

The Customer will indemnify Neumann Steel in relation to any direct or indirect loss, liability or damage suffered by Neumann Steel or any other person as a result of the Customer's negligence or breach of these Trading Terms.

Trusts

These Trading Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.

Joint and Several

If the Customer consists of more than one person, the obligations of each person are joint and several.



Severance

Each clause, sub-clause and part of these Trading Terms is separate and independent. If any clause or sub-clause or part is found to be invalid or ineffective, the other clauses or sub-clauses or parts will not be adversely affected.

Waiver

Any waiver by Neumann Steel must be in writing signed by Neumann Steel. In the event, that Neumann Steel elects not to exercise any of Neumann Steel's rights arising in connection with these Trading Terms, Neumann Steel's election will not constitute a waiver of any rights relating to any other breach of these Trading Terms.

Amendments

These Trading Terms may only be amended with Neumann Steel's express written agreement.

Assignment

The Customer may not assign any agreement under these Trading Terms without Neumann Steel's prior written consent.

Formation of Contract

(a) Quotations made by Neumann Steel will not be construed as an offer or obligation to supply in accordance with the quotation. Neumann Steel reserves the right to accept or reject, at its absolute discretion, any offer to purchase received by it. Any Quotation issued by Neumann Steel is an estimate only, and may be subject to change. Any increase on the cost (including, but not limited to the cost of materials and/or labour and/or freight and cartage) occurring after the date of any Quotation and prior to the delivery of the Products will be payable by the Customer in addition to the price given in any quotation.

(b) Any instructions received by Neumann Steel from the Customer for the supply of Products and/or Services and/or the Customer's acceptance of Products and/or Services supplied by Neumann Steel shall constitute acceptance of the Trading Terms contained herein.

(c) Upon acceptance of these Trading Terms by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of Neumann Steel.

(d) None of Neumann Steel's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of Neumann Steel in writing nor is Neumann Steel bound by any such unauthorised statements.

(e) Where works are commenced by Neumann Steel (whether by verbal or written instruction, after issue of a quotation, or at all), any works in progress must be paid by the Customer, and will be charged to the Customer (or on the Customer's account, at Neumann Steel's discretion).

(f) Any request for cancellation of works must be made in writing, and no cancellation will be effective unless accepted in writing by Neumann Steel. In the event of any cancellation of Works, the Customer must pay for all works, labour and materials and/or any Products as at the date of acceptance of the cancellation by Neumann Steel. Where the works are completed or substantially completed, or as otherwise reasonable or necessary, Neumann Steel may reject any cancellation and require payment in full for the Products supplied, manufactured or otherwise obtained or produced.



- (g) Any estimated quantities (whether in any Quotation or otherwise) are not guaranteed, and the Customer must pay for the actual quantity supplied.
- (h) Unless otherwise agreed in writing by Neumann Steel, any estimate, Quotation or other advice in respect of supply will contain no allowance for accessories or assembly of reinforcing bars, which amounts are payable by the Customer in addition to the amount estimated.
- (i) The Customer undertakes to give Neumann Steel not less than seven (7) days prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice).

Previous Agreements

Where the Customer has previously entered into an agreement with Neumann Steel by which the Customer has granted a charge, mortgage or other security (over real or personal property or otherwise), the said charge, mortgage and/or other security interest will continue and the obligations created under these Trading Terms will be in addition to (not in derogation of) any rights and interests already granted to Neumann Steel. In addition, Neumann Steel may, at its absolute discretion, vary the terms of such previous charges, mortgages or other securities to reflect the terms of these Trading Terms.

Customer Set-Off

All payments required to be made by the Customer under these Trading Terms will be made free of any set-off or counterclaim, and without any deduction or withholding unless otherwise agreed in writing by Neumann Steel at its absolute discretion.

Force Majeure

Neumann Steel shall not be liable for any loss caused to the Customer by reason of any requirement of any governmental authority or any war, public disorder, civil commotion or disturbance, acts of enemies, strike, lockout, fire, act of terror, act of God, accident or any other cause beyond the control of Neumann Steel.

Errors and Omissions

- (a) The Customer shall inspect the Products and/or Services on delivery and shall within 48 hours of delivery notify Neumann Steel of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Customer shall afford Neumann Steel an opportunity to inspect the Products and/or Services within a reasonable time following delivery if the Customer believes the Products and/or Services are defective in any way. If the Customer shall fail to comply with these provisions, the Products and/or Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
- (b) For defective Products and/or Services, which Neumann Steel has agreed in writing that the Customer is entitled to reject, Neumann Steel's liability is limited to either (at Neumann Steel's absolute discretion):
 - (i) replacing the Products and/or Services; or
 - (ii) repairing the Products and/or Services; or
 - (iii) providing the cost for replacing the Products and/or Services, or for acquiring equivalent Products and/or Services; or
 - (iv) providing the cost for having the Products and/or Services repaired;provided that the Customer has complied with the provisions of these Trading Terms.
- (c) Neumann Steel accepts no responsibility for the correctness of drawings, construction drawings, specifications, reinforcement schedules or any other document provided by the Customer (and/or its agents, subcontractors or representatives) from time to time, and it is the responsibility of the Customer to provide all documents necessary (without charge to Neumann Steel) to enable the works to be effected and/or the Products to be manufactured or supplied.



Limitation of Liability

The Customer acknowledges and agrees that Neumann Steel is not liable for any reason, whether claims are made or not, including (but not limited to) any claim for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other direct or indirect loss suffered by the Customer in connection with these Trading Terms and/or the supply of Products and/or Services by Neumann Steel.

Competition and Consumer Act

Nothing in these Trading Terms shall be read or applied so as to purport to exclude, restrict or modify (or have the effect of excluding, restricting or modifying) the application in relation to the supply of Products and/or Services pursuant to these Trading Terms of all or any of the provisions of the *Competition and Consumer Act 2010* or any relevant State or Federal legislation which by law cannot be excluded, restricted or modified.

Transfer of Debt

Neumann Steel irrevocably reserves its right to pass, sell, assign or transfer the Customer's debt to any internal or external agency or company at its absolute discretion, without notice to the Customer. Such sale or transfer may, at Neumann Steel's discretion, include the ongoing responsibilities applicable to any and all Guarantors.

Entire Agreement

These Trading Terms (including the Credit Terms) constitute the entire agreement between the Customer and Neumann Steel. All previous negotiations, understandings, representations, warranties, memoranda or commitments (other than as set out herein) are replaced by these Trading Terms. The Customer acknowledges and agrees that no oral explanation or information provided by any party affects the meaning or interpretation of these Trading Terms, or can be interpreted as constituting any collateral agreement, warranty or understanding.

Application of Laws

These Trading Terms are governed by the laws of the state as determined by Neumann Steel in its sole discretion. The Customer submits to and consents to the laws of the state (as determined by Neumann Steel in its sole discretion), and the central courts of that state as having jurisdiction over these Trading Terms.

Delivery

- (a) The Customer authorises Neumann Steel to deliver Products to the place nominated by the Customer (**"the Premises"**), and to leave the Products at the Premises, whether or not any person is present to accept delivery;
- (b) Neumann Steel shall not be liable on any basis whatsoever for loss suffered by the Customer (or any other person) during or after delivery to the Premises.
- (c) The Customer agrees and acknowledges that
 - (i) delivery and/or performance of any works or the completion of any order is subject to the ability of Neumann Steel to obtain steel from its normal source of supply. The Customer hereby agrees that Neumann Steel shall be granted an automatic extension of time for delivery of goods equal to the delay caused by any variation requested by Neumann Steel's suppliers from time to time;
 - (ii) Neumann Steel may, at its discretion, deliver Products by instalments and in any sequence;
 - (iii) unless otherwise agreed in writing, the unloading of trucks on delivery is the sole responsibility of the Customer, and detention of any truck in excess of one and a half hours per load will be charged to the Customer;



- (iv) unless otherwise agreed in writing, the Customer will give at least 5 working days' notice of any construction program (and all documents necessary) to enable Neumann Steel to meet any delivery requirements of the Customer
- (v) no guarantee of delivery time or date is provided by Neumann Steel;
- (vi) any delivery requested on short notice (ie less than 5 business days) will only be accepted at Neumann Steel's discretion, and will incur additional costs payable by the Customer;
- (vii) any Products produced in accordance with the Customer's request and not accepted by the Customer when ready for delivery will incur additional charges for storage and/or double handling, which the Customer must pay;

Delay

Neumann Steel shall not be liable for any failure to deliver or for any delay in delivery of Products or provision of Services occasioned by any cause-whatsoever, whether or not-beyond the control of Neumann Steel.

Claims

- (a) The Customer must inspect all Products delivered to the Customer or its nominated agent within 48 hours of delivery to the Premises ("Inspection Period") in order to ensure that Products delivered are as ordered by the Customer and are not delivered in a damaged state. The Customer must notify Neumann Steel within the Inspection Period if the Products are found to be other than as ordered by the Customer or have been delivered in a damaged state.
- (b) Subject to these Trading Terms, if the Customer has not notified Neumann Steel within the Inspection Period that Products delivered were not as ordered by the Customer, or that Products were delivered in a damaged state, then the Products will be deemed to have been delivered in good condition and as ordered by the Customer.
- (c) Notwithstanding any claim made by the Customer under this section, the Customer must make payment in accordance with clause 1 without deduction, retention or set-off of any kind for any reason.

Liability

- (a) The Products are deemed to be defective if any Products:
 - (i) are not of merchantable quality
 - (ii) do not conform to any sample, specification or other description given to Neumann Steel by the Customer in relation to the Products;
 - (iii) being in the nature of Services, are not of a reasonable standard, quality, value or grade; or
 - (iv) do not comply with any consumer guarantee or implied warranty applicable to the supply of the Products which cannot be excluded (including pursuant to the Competition and Consumer Act 2010 ("CCA")).
- (b) Where Products are defective (as defined in clause 39(a) of these Trading Terms, Neumann Steel may, at its discretion, elect to:
 - (i) replace the Products; or
 - (ii) repair the Products or reimburse the Customer for the cost of repairing the Products; or
 - (iii) in the case of Products being in the nature of Services, re-supply the Services; or
 - (iv) if payment of the purchase price for the Products has not been made by the Customer - release the Customer from any obligation to pay the purchase price; or
 - (v) if payment of the purchase price for the Products has been made by the Customer - refund the purchase price to the Customer, subject to the Customer, where applicable, first restoring the unencumbered ownership of the Products to Neumann Steel; and
 - (vi) in any case, reimburse to the Customer any cost incurred by the Customer in transporting the Products to the Customer from Neumann Steel.
- (c) To the extent permitted by law, Neumann Steel will not accept the return of Products unless:
 - (i) prior authorisation has been given (which will not be unreasonably withheld);



- (ii) the claim is supported by the relevant invoice;
 - (iii) the Products are in the same condition as at the date of supply;
 - (iv) the Products are returned via Neumann Steel's nominated carrier and at Neumann Steel's designated rates; and
 - (v) Neumann Steel may, in its discretion and subject to the Products being in undamaged and good saleable condition, accept the return of Products during or after the Inspection Period, in which instance the Customer agrees and acknowledges that a restocking fee of not less than 15% of the price of those Products will be administered on the price of those Products to cover the restocking, repacking and other related charges. The Customer agrees and acknowledges that the restocking fee is a genuine pre-estimate of Neumann Steel of the loss, costs and expenses that will be incurred by Neumann Steel in connection with the return.
 - (vi) Neumann Steel will not otherwise accept returns after the Inspection Period unless a notice has been given under clause 38 of these Trading Terms, and Neumann Steel has agreed, in its discretion to accept the return of the Products referred to in that Notice.
 - (v) in the case of Products delivered in a damaged state or Products delivered other than in accordance with the Customer's order, Neumann Steel was given notice in accordance with clause 38(a).
- (d) The Customer agrees and acknowledges that no employee or other representative of Neumann Steel is authorized to provide advice, recommendation, information or representation in relation to any Products or Services supplied.
- (e) Other than any remedies the Customer may have under the CCA, the sole remedies of the Customer under or in relation to this Agreement whether in contract, in tort, under statute or otherwise are only as specified in this Agreement and are subject to the limitations set out in these Trading Terms, and the following limitations:
- (i) Neumann Steel, and Neumann Steel's officers, employees and agents, will not have any liability or other obligation to any person or other entity, including the Customer, arising out of, or in any way directly or indirectly connected with, the matters referred to herein except to comply with its obligations (subject to the other provisions and limitations in this clause 39);
 - (ii) all conditions, warranties and other terms pertaining to the condition or quality of Products are excluded to the extent permitted by law (including the CCA);
 - (iii) the Customer warrants and represents that it is relying upon its own skill and judgment in relation to the quality of Products, and their fitness for any purpose that may be required, and in respect of any drawings, specifications, schedules or other materials supplied to Neumann Steel from time to time, and not upon any conduct or representation of Neumann Steel, or any of Neumann Steel's officers, employees or agents; and
 - (iv) the Customer must not make any claim or demand, or take any action or other proceeding against Neumann Steel, or any of Neumann Steel's officers, employees or agents, for any loss of profits, loss of revenue, loss of anticipated savings, loss or corruption of data, loss of contract or opportunity, loss of goodwill OR any indirect, special or consequential loss of whatever nature including of any loss of a type described in this sub-clause, whether or not reasonably foreseeable, reasonably contemplatable or actually contemplated by the parties at the time of execution of this Agreement, arising out of, or in any way directly or indirectly relating to this Agreement including (but not limited to) in relation to any of the matters referred to in clause 39(a).
- (f) Subject to these Trading Terms, the Customer:
- (i) releases and forever discharges Neumann Steel, and each of Neumann Steel's officers, employees and agents, from all claims under or in relation to this Agreement; and
 - (ii) indemnifies Neumann Steel and each of Neumann Steel's officers, employees and agents in respect of all loss, damages and expenses relating to, or arising out of, any claim.
- (g) To the extent permitted by law, Neumann Steel's total liability for any claim under or in relation to this Agreement is limited to the price paid by the Customer for the Products or Services the subject of the claim.



Agents

The Customer hereby expressly acknowledges and agrees that Neumann Steel may at any time appoint or engage an agent to perform any obligation of Neumann Steel arising out of or pursuant to any contract including but not limited to the delivery of goods.

Disclosure and Use of Technical Information

Any technical information disclosed by either Neumann Steel or the Customer to the other during the term of any engagement is proprietary to each and may not be used by the other or disclosed by the other to any other entity without the written consent of the owner of such technical information. Any technical information owned or developed by Neumann Steel, including but not limited to, patents, trademarks, copyrights, know-how and proprietary information, and used for supply of goods under this contract shall remain the sole and exclusive property of Neumann Steel.

Mass and Dimensions

(a) Where applicable, Neumann Steel will utilize a rolling margin in the mass for reinforcing bar. The reinforcing bar will be invoiced out at net theoretical mass plus allowable rolling margin.

(b) All goods shall comply with those Australian Standards relevant to materials and manufacture and without limiting the above shall accord with the following where applicable: AS/NZS 4671:2001 Steel Reinforcing Materials AS/NZS 4680:2006 Hot Dip Galvanized (Zinc) Coatings on Ferrous Articles AS3600-2018 Concrete structures A certificate given by authorised officer of Neumann Steel is prima facie evidence that goods conform with appropriate Australian Standards.

All Product is Manufactured to Comply with AS4671

Prices are prepared for Customers in the South East Queensland and Northern New South Wales region only. Prices are subject to alteration without notice. The prices set out or referred to herein are recommended prices only and there is no obligation to comply with the recommendation. Availability is subject to the manufacturers program. Not all items are available ex-stock at all Service Centres.

Welding

Any welding of reinforcing steel supplied shall be performed by the Customer strictly in accordance with and conform to requirements as contained in Australian AS/NZS 1554.3:2014 Structural Steel Welding – Welding of Reinforcing Steel (as subsequently amended). No claims will be recognised should the Customer not adhere to these requirements and the Customer shall indemnify Neumann Steel against any claims, damages, expenses or costs arising from the Customers failure to adhere to these requirements.

Definitions & Interpretation

In these Trading Terms unless the context requires otherwise:

(a) “Credit Terms” means the General Credit Terms annexed to the Application for a Commercial Trading Account, as amended from time to time.

(b) “Credit-related information” includes “credit information”, “credit reporting information”, “credit eligibility information” and/or “regulated information” (as the context permits) within the meaning of those terms in the Privacy Act.



- (c) “Customer” means the customer whose details appear in the Application for a Commercial Trading Account and the Customer’s subsidiaries, holding companies and other related entities, or (if no Application for Commercial Trading Account has been completed) any person or entity who places an order for and/or receives Products supplied by or on behalf of Neumann Steel.
- (d) “Event of Default” means any of the following events:
- (i) the Customer fails to pay for any Products and Services in accordance with the Credit Terms and/or these Trading Terms, and/or the Customer otherwise breaches the Credit Terms and/or these Trading Terms;
 - (ii) if the Customer is in breach of any obligations under the Credit Terms and/or these Trading Terms and/or any other agreement between the Customer and Neumann Steel;
 - (iii) the Customer ceases or threatens to cease carrying on business;
 - (iv) if the Customer is a company: an order is made or a resolution is effectively passed for winding up of the Customer, or the Customer goes into liquidation, or the Customer stops payment or is deemed unable to pay the Customer’s debts within the meaning of the Corporations Act 2001 (Cth); if the Customer is a natural person: an order is made for the Customer’s bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs.
- (e) “Officer” means each director, secretary, credit manager and authorised representative of Neumann Steel; and
- (f) “Privacy Act” means the Privacy Act 1988 (Cth) as amended from time to time.
- (g) “Products” includes all Products and Services supplied by Neumann Steel to the Customer.
- (h) “Trading Terms” means these Terms and Conditions of Trade

Interpretation

- (a) In these Trading Terms, unless the context requires otherwise, all references to a party include the party’s successors and permitted assigns.
- (b) No provision of these Trading Terms will be construed adversely against a party solely because the party was responsible for drafting the provision.

