

TERMS AND CONDITIONS

CAIRNS REAL ESTATE *signs*

1. Definitions Agreement means the terms and conditions contained herein this agreement, the Application Form and the Quote; Application Form means the application form provided by the Supplier; Authorised Representative means the person nominated on the Application Form and any other person as nominated by the Customer from time to time; Customer means the applicant named on the Application Form or Quote; Goods means any and all goods supplied for hire by the Supplier to the Customer from time to time pursuant to the Job Order Form, Quote, Tax Invoice or any variation thereof. Goods does not include the sign fixtures and fittings; Hire Period means a period of six months from the date the Goods are installed by the Supplier. Job Order Form means the job order request provided by Customer to the Supplier from time to time by means acceptable to the Supplier; Personal Guarantee Deed means the personal guarantee deed annexed to this Agreement; Privacy Notice means the privacy notice annexed to this Agreement; Purchase Price means the costs of the Services as at the date of this Agreement and stated on the Quote as varied from time to time by the Supplier; Supplier means Cairns Real Estate Signs Pro; Quote means the Supplier's quote provided to the Customer for the Services and/or Goods related to the work/supply noted on the Job Order Form; Services means any goods or services supplied by the Supplier to the Customer from time to time that relate to any work or service contemplated by this Agreement and the Quote; Substantial Change means any variation to Quote that may in any way effect the scope of Services and/or Goods to be provided as determined by the Supplier; and Tax Invoice means the tax invoice supplied by the Supplier to the Customer.

2. Acceptance of Terms and Conditions

2.1 These terms and conditions and the Quote are deemed to be accepted by the Customer upon either of the following events occurring: (a) the Application Form is signed by the Customer or their Authorised Representative; or (b) the Customer instructs the Supplier to supply the Services and/or Goods.

2.2 Upon acceptance pursuant to this clause the Customer must execute and return the Personal Guarantee Deed and Privacy Notice prior to the Supplier providing the Services and/or Goods, unless the Supplier agrees otherwise.

3. Authority

3.1 The Customer acknowledges that the Supplier or any representative thereof has not made any representation or agreement whereby the Customer has relied upon.

3.2 If any representation or agreements have been made by the Supplier or any representative thereof, the Customer agrees that they have not relied upon them and this Agreement forms the entire agreement between the parties.

4. Price

4.1 The price payable for the Services and/or Goods is the Purchase Price.

4.2 Prices are subject to change from time to time by the Supplier with no notice being required to be given to the Customer.

4.3 Prices are current as at the date that the Application Form is signed by the Customer.

4.4 The Purchase Price contained in the Quote remains valid for a period of 30 days from the date that it is provided to the Customer.

5. Terms of Payment

5.1 All payments to the Supplier: (a) must be made by either direct deposit into the Supplier's nominated bank account or credit card; (b) must be made within 14 days of the date as noted on the Tax Invoice or as otherwise directed by the Supplier; and (c) must be made in the manner as stated on the Tax Invoice.

5.2 The Supplier reserves the right at any time to withhold or cancel the supply of the Services and/or Goods any time, without notice, if the Customer fails to comply with the terms of this Agreement.

5.3 The Supplier may withhold access to and delivery of any Goods or performance of any Services until clear payment is received.

6. Hired Signs

6.1 All title to any Goods remain with the Supplier for the entire Hire Period.

6.2 The Customer is responsible if the Goods are damaged, stolen, or destroyed including damage by a weather event. The Goods will be replaced at the Customer's expense.

6.3 The Customer or the Customer's client must not modify the signs and the Customer is responsible for payment to replace the Goods due to any modifications.

6.4 The Purchase Price for Goods are for a period of six months from the date of installation of the Goods.

6.5 Any maintenance required will incur a fee to be paid by the Customer to the Supplier.

6.6 The Customer agrees that the Goods will not be moved to another location or reused by the Customer.

6.7 Any requests for removal or relocation of the Goods must be made by contacting the Supplier who at their discretion may charge an additional Purchase Price for another six month hire.

7. Delivery of Services & Goods and Variation

7.1 The Customer must provide the Job Order Form to the Supplier prior to any Services being undertaken or Goods being supplied.

7.2 The Services and/or Goods that the Supplier is to supply are limited to the Services and/or Goods as noted on the Quote.

7.3 The Supplier may refuse to supply Services and/or Goods to the Customer in the event that monies owed to the Supplier by the Customer are outstanding.

7.4 All proofs must be sent to the email address stated on the Proof form and must be sent by the daily cut off time. Any responses received after the cut off time may mean the Supplier is unable to install the goods at the stipulated day. The Supplier will not accept any changes provided by the Customer via telephone.

7.5 If a standard sign proof is approved by 3:00pm Monday to Thursday or by 1:00pm on Friday, the Goods will be provided the following working installation day.

7.6 The Customer must provide to the Supplier a "dial before you dig" report prior to the installation of any Goods.

7.7 At the Suppliers' sole discretion, the costs of delivery of any Goods are in addition to the Purchase Price or for the Customer's account.

7.8 The delivery times made known to the Customer are estimates only and the Supplier will not be liable for later delivery or non-delivery of the Goods or Services.

7.9 The Customer must make all arrangements necessary to take delivery of the Goods or Services whenever they are tendered for delivery.

7.10 In the event that the Customer is unable to take delivery of the Goods or Services as arranged then the Supplier shall be entitled to charge a reasonable fee for re-delivery.

7.11 The Customer must examine the Goods delivered at the time of delivery and sign the delivery docket to accept the Goods delivered.

7.12 The Supplier is not liable to the Customer for Goods that have been examined and accepted by the Customer or for shortages of Goods.

7.13 The Customer agrees that once the Goods have been delivered then the Customer is deemed to have examined the Goods and is satisfied.

7.14 Despite any negligence on the part of the Supplier, or its agents, the Supplier will not be liable for any loss, damage, delay, cost or expense occasioned to the Customer or any third parties arising from late or non-delivery or late installation of the Goods or Services caused by the delivery carrier, or its agents.

7.15 The Services and/or Goods that the Supplier will provide to the Customer are limited to those Services and/or Goods as contained in the Quote and any additional Services and/or Goods or variations thereof that may be required may incur an additional fee which shall be determined by the Supplier upon assessment.

7.16 The Customer must notify the Supplier of any Substantial Change and acknowledges that any Substantial Change may affect the scope of Services and/or Goods to be provided and may incur an additional fee.

7.17 The Supplier will, on becoming aware of any actual or potential delay in providing any Services and/or Goods, provide the Customer with notice as to the nature and cause of the delay and provide an amended timeframe for the Services and/or Goods to be supplied.

7.18 The Supplier is not liable to the Customer for any failure to perform or supply the Services and/or Goods, or delay for performing or supplying the Services and/or Goods.

7.19 The Customer further agrees to indemnify the Supplier for any additional cost incurred by the Supplier in the event that the Services and/or Goods to be provided fall outside the scope of work to be performed or supplied pursuant to the Quote.

8. Warranties and Indemnities

8.1 The Customer warrants:(a) that all information provided to the Supplier is accurate and acknowledges that the Supplier has placed reliance on the information provided and is not required to make any enquires to determine the validity of the information provided; (b) the Authorised Person has the authority to perform and authorise any action that the Customer may undertake; and(c) that all times throughout the term of this Agreement the Customer will notify the Supplier if there is a change to the Customer's Authorised Person.

8.2 The Customer authorises the Supplier to:(a) the extent permitted by law, to collect, retain and use any information about the Customer; and(b) disclose any information obtained by any person for the purposes of delivering the Services and/or Goods.

8.3 The Customer indemnifies the Supplier against:(a) any penalty or liability incurred by the Supplier for any breach by the Customer of this Agreement; and(b) all actions, claims, demands, losses, damages, costs and expenses which the Supplier may sustain or incur or for which the Supplier may become liable whether during or after the term of this Agreement, by reason of any act or omission or negligence by the Supplier and its respective employees or any other authorised person.

8.4 The Supplier is not liable for any defect or damage caused by the Supplier providing or supplying the Services and/or Goods.

8.5 The Supplier is not liable to compensate the Customer for any losses incurred for failure or delay if such is due to fire, cyclone, earthquake, flood, tsunami, inclement weather, strike, labour dispute, war, government order, riot, revolution, pandemic, civil commotion or any other cause beyond its reasonable control.

9. Risk

9.1 All risk shall pass to the Customer upon receipt of the Goods by the delivery carrier or upon receipt of the Goods by the Customer, whichever is earlier.

9.2 The Customer is liable for any damage to the sign and will reimburse the Supplier for the costs of rectifying or replacing the sign fixtures and fittings.

9.3 The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.

9.4 The Supplier offers an insurance product to Customers. The fee for insurance which covers replacement of any sign is \$ per sign.

10. Title

10.1 Ownership of the Goods does not pass from the Supplier to the Customer including all fixtures and fittings for the mounting or installation of the signs do not pass to the Customer and remain the property of the Supplier.

10.2 The Customer hereby irrevocably grants to the Supplier the right, at its sole discretion, to remove or repossess any Goods from the Customer and sell or dispose of them, and the Supplier is not liable to the Customer or any person claiming through the Customer and the Supplier is entitled to retain

the proceeds of any Goods sold and apply same towards the Customer's indebtedness to the Supplier. If the Customer commits an act of bankruptcy, enters into any form of administration or liquidation, makes any composition or arrangement with its creditors, ceases to carry on business or breaches any fundamental clause of this agreement, then the Supplier may without prejudice to any other remedies it may have, repossess any Goods delivered to the Customer on any account which has not been paid in accordance with the terms and conditions herein and commence proceedings to recover the balance of any monies owing the Supplier by the Customer.

11. Liability

11.1 The parties acknowledge that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these Terms and Conditions and there are rights and remedies conferred on the Customer in relation to the provision of the Services and/or Goods which cannot be excluded, restricted or modified by the Agreement ("Non-excludable Rights").

11.2 The Supplier disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the Customer, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. To the extent permitted by law, the liability of the Supplier for a breach of a Non-Excludable Right is limited, at the Supplier's option, to the supplying of the Services and/or Goods again or payment of the cost of having the Services and/or Goods supplied again.

11.3 The Supplier's liability for any claim in relation to this Agreement or the supply or performance of the Services and/or Goods (whether under statute, contract, tort, negligence or otherwise) will be limited to the amount of the fee paid by the Customer to the Supplier.

11.4 The Supplier is not liable to the Customer for any claim of any kind arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any direct or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) of any remote abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties, as a result of or in connection with the provision of the supply or performance of the Services and/or Goods.

11.5 The Customer agrees that they waive any claim, future or present, that they may have or may arise against the Supplier that is in any way connected directly or indirectly with the supply of the Services and/or Goods.

11.6 Notwithstanding any other provision of this Agreement, the Supplier is in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate the Customer for: (a) any increased costs or expenses; (b) any loss of profit, revenue, business, contracts or anticipated savings; (c) any loss or expense resulting from a claim by a third party; or (d) any special, indirect or consequential loss or damage of any nature whatsoever caused by the Supplier's failure to complete or delay in supply of the Services and/or Goods.

11.7 The Customer further indemnifies the Supplier from any costs or charges that in anyway either directly or indirectly relate to the supply of the Services and/or Goods and further for any services or goods that the Supplier performs or supplies.

12. Default

12.1 If the Customer: (a) makes default in any payment; (b) breaches any terms contained herein this Agreement; (c) commits any act of bankruptcy or goes into bankruptcy; (d) is insolvent, or is likely to become insolvent, within the meaning of the Corporations Act 2001 (Cth); (e) has an administrator, liquidator or provisional liquidator, receiver and manager, or controller appointed over the Customer; (f) is subject to a winding up application under the Corporations Act 2001 (Cth); or (g) has a judgment awarded against it by any court or tribunal; then Supplier may terminate this Agreement and all Tax Invoices and other monies owing to the Supplier become immediately due and payable.

12.2 In the event of default under this clause, the Supplier may, at its discretion: (a) elect to apply an interest charge against the Customer's account at the rate of 5% of the outstanding monies per month or part thereof;(b) charge an administration fee each month, or portion thereof, that an amount owing by the Customer is overdue; (c) commence proceedings against the Customer or enforce any personal guarantee; (d) call and act upon any security interest that the Supplier is entitled to enforce; (e) recover against the Customer all moneys that are owed to the Supplier including incidental costs that are incurred in relation to the Customer's default; (f) list the default in payment with the appropriate credit reporting agency; and(g) perform any other action that the Supplier deems appropriate to enforce this Agreement and recovery monies owed.

13. Termination/Cancellation

13.1 If the Customer wishes to cancel the supply of Services and/or Goods then they must give 14 days' notice in writing to the Supplier notifying them of termination.

13.2 In the event that the Customer wishes to terminate the agreement between the parties whereby the Supplier is providing Services and/or Goods for a fixed period of time, then the Customer must pay to the Supplier an amount equal to 75% of the remaining monetary obligation owed under the agreement to the Supplier in addition to payment for the Services and/or Goods already performed and/or supplied or part thereof.

13.3 The Supplier may terminate this Agreement at any time if the Customer breaches the terms and conditions contained herein without notice to the Customer.

14. Privacy

14.1 The Customer hereby authorises the Supplier to collect, retain, record, use and disclose personal information about the Customer, in accordance with the Privacy Act 1988, to persons and/or legal entities who are a Solicitor or any other professional consultant engaged by the Supplier, a debt collector, credit reference organisation and/or any other individual or organisation which maintains credit references and/or default listings.

14.2 The Customer also authorises the Supplier to make enquiries with respect to the Customer's credit worthiness; to exchange information with other credit providers in respect to previous defaults of the Customer and to notify other credit providers of a default by the Customer.

15. Security Despite anything to the contrary contained herein or any other rights which the Supplier may have howsoever: (a) where the Customer is the owner of land, realty or any other asset capable of being charged, the Customer agrees to mortgage and/or charge all of its interest in the said land, realty or any other asset to the Supplier or the Suppliers' nominee to secure all amounts and other monetary obligations payable under these terms and conditions; (b) the Customer acknowledges and agrees that the Supplier (or the Suppliers' nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met; (c) should the Supplier elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer shall indemnify the Supplier from and against all of the Suppliers' costs and disbursements including legal costs on a solicitor and own client basis; and (d) the Customer agrees to irrevocably nominate constitute and appoint the Supplier or the Suppliers' nominee as the Customer's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause.

16. GST

16.1 All prices contemplated by this Agreement, Quote and any other document provided by the Supplier are exclusive of and subject to GST.

16.2 A reference in this clause to a term defined or used in A New Tax System (Goods and Services Tax) Act 1999 (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.

16.3 The parties acknowledge that GST is imposed on a supply made under or in connection with this Agreement and that the consideration provided for that supply will be increased by the rate at which the GST is imposed and the additional consideration will be payable by the Customer to the Supplier at the same time as the consideration to which the additional consideration relates.

16.4 The Supplier will issue a Tax Invoice to the Customer for the supply of the Services and/or Goods at the time of payment of the GST inclusive consideration or at another time agreed by the parties.

16.5 If one of the parties is entitled to be reimbursed for an expense or outgoing incurred in connection with this Agreement, the amount of the reimbursement will be net of any input tax credit which may be claimed by the party being reimbursed in relation to that expense or outgoing.

16.6 The Customer must pay any taxes in relation to the receipt of the Services and/or Goods.

17. Intellectual Property All intellectual property rights and copyright in: (a) the Services and/or Goods (including but not limited all calculations and documents associated with the Services and/or Goods); and (b) all designs, drawings, technical information and documents created, owned or held by the Supplier, remain the property of the Supplier.

18. Personal Property Securities Act

18.1 In this clause all terms have the meaning given to them in the Personal Properties Security Act 2009.

18.2 In this clause Property includes all Goods supply by the Supplier to the Customer, including but not limited Goods as described on the; Tax Invoice; quotation; work authorisation; Application Form; Job Order Form; or other form as approved by the Supplier and includes Services relating thereto.

18.3 This clause considers Property to be Personal Properties Security Act 2009 Retention of Title Property in accordance with s51F of the Corporations Act 2001 (Cth);

18.4 If the Supplier grants credit terms to the Customer, then to secure the punctual payment of all amounts owed by the Customer to the Supplier, the Customer grants to the Supplier a security interests over all: (a) present and after-acquired property of the Customer in relation to which the Customer can be grantor of a security interest under the Personal Properties Security Act 2009; and (b) Property (including any proceeds of that Property) supplied on retention of title terms to the Customer by the Supplier pursuant to the terms of this Agreement.

18.5 The Customer acknowledges that this Agreement: (a) constitutes a security agreement; (b) creates a security interest in all Goods previously supplied by the Supplier to the Customer; and (c) creates a security interest in all Goods that will be supplied in the future by the Supplier to the Customer.

18.6 The Customer agrees to promptly sign any further documents and/or provide any further information which the Supplier may reasonable require to: (a) register a financing statement or financing change statement in relation to a security interest on the Personal Properties Security Register; (b) register any other document required to be registered by the Personal Properties Security Act 2009; or (c) correct a defect in a statement referred to in this clause.

18.7 The Customer agrees to indemnify, and upon demand reimburse the Supplier for all expenses incurred in registering a statement referred to in clause 19.6 of this Agreement on the Personal Properties Security Register or releasing any Goods charged thereby;

18.8 The Customer agrees not to register a financing change statement in respect of a security interest without the prior written consent of the Supplier.

18.9 The Customer agrees not to register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Supplier.

18.10 The Customer agrees to immediately advise the Supplier of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

18.11 The Supplier and the Customer agree to expressly exclude the operation of the following provisions of the Personal Properties Security Act 2009 from this Agreement: (a) Section 96; (b) Section 115; and (c) Section 125 of the Personal Properties Security Act 2009.

18.12 The Customer waives its rights to receive notices under: (a) Section 95; (b) Section 118; (c) Section 121(4); (d) Section 130; (e) Section 132(3)(d); and (f) Section 132(4) of the Personal Properties Security Act 2009.

18.13 The Customer waives its right to receive a verification statement under section 157 of the Personal Properties Security Act 2009.

18.14 The Customer waives its rights as a grantor/ debtor under:(a) Section 142; and (b) Section 143 of the Personal Properties Security Act 2009.

18.15 The Customer agrees to unconditionally ratify an action taken by the Supplier under this section.

19. General

19.1 Nothing in this Agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricted or modifying any condition, warranty, guarantee, right or remedy implied by the law (including the Competition and Consumer Act 2010) and which by law cannot be excluded, restricted or modified.

19.2 These terms and conditions supersede all terms and conditions previously issued by the Supplier.

19.3 The parties acknowledge that this Agreement is intended as a contract for the supply of Services and/or Goods and not any other relationship and, in particular, not the relationship of employer and employee, principal and agent or the relationship of partnership.

19.4 This Agreement is personal to the Customer and must not be assigned without the prior written consent of the Supplier. Such consent must be reasonably given by the Supplier and must not be unreasonable withheld.

19.5 A communication required by this Agreement, by a party to another, must be in writing and may be given to them by being: (a) Delivered personally; (b) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; (c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or (d) Sent by email to their email address, when it will be treated as received on that day.

19.6 If any provision, or the application of any provision, of this Agreement is prohibited, invalid, void, illegal or unenforceable in any jurisdiction:(a) this will not affect the validity and enforceability of the provision or part in other jurisdictions; (b) the provision or part will only be ineffective to the extent of the prohibition, invalidity, voidness or illegality; and (c) the provision or part will be severed and will not affect the validity or enforceability of the remaining provisions or parts of this Agreement.

19.7 Any waiver of a right under this Agreement must be in writing and signed by the party granting the waiver and will not operate as a waiver in relation to any subsequent matter.

19.8 Any failure, delay, forbearance or indulgence by a party in an exercise, or partial exercise, of a right arising under this Agreement will not result in a waiver of that right or prejudice or restrict the rights of the party.

19.9 Each party must do all things and execute all further documents necessary to give full effect to this Agreement.

19.10 Each party acknowledges that the party has received legal advice or has had the opportunity of obtaining legal advice in relation to this Agreement.

19.11 This Agreement will be governed by the laws of Queensland, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland.

19.12 This Agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Agreement will be the date on which it is executed by the last party.