

Terms and Conditions

The terms and conditions set out below will apply to Products and Services provided by Unifold Holdings Pty Ltd (**Terms & Conditions**) and the acceptance of any Quotation will be evidence of the Customer's agreement to these Terms & Conditions.

1. Definitions

1. **Customer** means the Customer as described on the Quotation or any other form as provided by Unifold to the Customer and any person acting on behalf of and with the authority of the Customer;
2. **parties** means the Customer, Unifold or the Guarantors and **party** means any of them;
3. **PPSA** means the *Personal Property Securities Act 2009* (Cth) as amended;
4. **PPSR** means the Personal Property Securities Register;
5. **Price** means the Price payable for the Products and/or Services as agreed between Unifold and the Customer in accordance with these Terms & Conditions;
6. **Products** means all Products supplied by Unifold to the Customer and as described on any invoice, Quotation, work authorisation or any other form as provided by Unifold to the Customer (and where the context permits includes supply of Services);
7. **Order** means any request or instruction from the Customer to Unifold to supply Products, regardless of the format in which it is made.
8. **Contract** means the agreement under which all Products supplied and Services provided by Unifold are sold in accordance with these Terms and Conditions.
9. **Quotation** means any quotation for Products and/or Services provided by Unifold to the Customer in accordance with these Terms & Conditions;
10. **Services** means all services supplied by Unifold to the Customer as described in any Quotation, invoice, work authorisation or any other forms as provided by Unifold to the Customer and includes any advice or recommendations of Unifold (and where the context permits includes supply of Products); and
11. **Consequential Loss** means any loss or damage that is not a direct result of the event, including (but not limited to) loss of profits, revenue, business, goodwill, reputation, opportunities, or any similar indirect losses.
12. **Defect** means any fault or flaw in the Products that prevents them from being used for their intended purpose or makes them unsafe to use. It does not include any feature or

limitation disclosed by Unifold before purchase, any use outside the stated specifications, or any minor issue that does not materially affect use.

13. **Unifold** means Unifold Holdings Pty Ltd and its successors and assigns.

2. Acceptance

1. Any instructions received by Unifold from the Customer for the supply of Products or Services and/or the Customer's acceptance of Products or Services supplied by Unifold will constitute acceptance of the Terms & Conditions.
2. Where more than one (1) Customer has entered into these Terms & Conditions, the Customers will be jointly and severally liable for all payments of the Price and any other monies payable by the Customer pursuant to the Terms & Conditions.
3. Upon acceptance of these Terms & Conditions by the Customer, the Terms & Conditions are binding and can only be amended with the written consent of Unifold or as set out in these Terms & Conditions.
4. Products and Services are supplied by Unifold only on these Terms & Conditions to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these Terms & Conditions.

3. Quotations and Orders

1. Any Quotation provided by Unifold is not an offer or obligation to sell but an invitation to treat only.
2. A Quotation is open for acceptance within the period stated in the Quotation or within thirty (30) days of the date of the quotation if no period is stated.
3. Unifold reserves the right to accept or reject any order it receives. Until Unifold accepts in writing any order submitted, Unifold is not obliged to provide any Products or Services.
4. If an order is accepted by Unifold for Products or Services, and the Customer cancels the order after the date that the order was accepted by Unifold, the Customer will forfeit any deposit paid for that order.
5. If the Customer defaults under these Terms & Conditions, Unifold may cancel, suspend or vary the terms and conditions of any incomplete order that has been accepted by Unifold without notice to the Customer and without being liable to the Customer.
6. Unifold is not responsible to the Customer for a breach of its obligation to supply the Products or Services pursuant to an order Unifold has accepted, or for any delay in delivery or supply, if the failure or delay is caused by matters beyond the reasonable

control of Unifold (including but not limited to acts of God, acts of government, war or other hostility, national or international disaster, fire, explosion, power failure, equipment failure, strike or lockout, inability to obtain necessary supplies and any other force majeure occurrence).

4. Price and Payment

1. At Unifold's sole discretion, the Price will be either:
 1. as indicated on invoices provided by Unifold to the Customer in respect of Products or Services supplied; or
 2. Unifold's price at the date of delivery of the Products or the date of completion of the Services according to Unifold's current price list; or
 3. Unifold's quoted Price on its Quotation which shall be binding upon Unifold provided that the Customer accepts the Quotation within the time period stated in the Quotation or within thirty (30) days of the date of the quotation, if no period is stated.
2. Unifold may request payment by the Customer of a non-refundable deposit of up to fifty percent (50%) of the quoted Price prior to the supply or delivery of the Products or Services.
3. Unifold may, in its sole discretion, require payment of the Price by the Customer either prior to or on delivery of the Products or supply of the Services.
4. Time for payment for the Products or Services will be of the essence and will be as stated on the Quotation or invoice for the supply of the Products or Services by Unifold to the Customer. If no time is stated on an invoice, payment will be strictly seven (7) days following the date of invoice.
5. Where there is a delay in Unifold completing the supply of Products or Services, Unifold is entitled to request a progress payment from the Customer on completion of the part of the Products or Services supplied.
6. Payment of the Price must be made by cash, bank cheque, credit card, direct credit, or by any other method as agreed to between the Customer and Unifold.
7. Unless otherwise stated, GST and other taxes and duties that may be applicable will be added to the Price except when they are expressly included in the Price.

5. Services

1. Where applicable, Unifold is engaged by the Customer to perform the Services.
2. The Customer may by notice in writing to Unifold request that Unifold change the scope of the Services.

3. Unless it is not reasonably practicable for Unifold to do so, Unifold will give effect to any change to the Services requested by the Customer which is within the general scope of the Services.
4. Where a change or variation to the Services is requested by the Customer, Unifold will be entitled to an adjustment of the Price by a reasonable amount reflecting the increased costs of performing the Services and a reasonable extension of time for providing the Services.
5. Any variation must be authorised by Unifold in writing by means of a variation certificate signed by all parties.
6. Any additional training required by any Customer for any Services or Products provided by Unifold will incur an additional charge calculated at Unifold's current rates for the provision of such service.

6. Products

1. Delivery of the Products will take place when the Customer takes possession of the Products, either by collecting the Products from Unifold's business premises, by delivery of the Products to the Customer's nominated address or installation of the Products at the Customer's nominated address (whatever is agreed in writing between Unifold and Customer). In the event that the Customer is unable to take delivery of the Products as arranged, Unifold will be entitled to charge a reasonable fee for redelivery.
2. The costs of delivery are included in the Price (unless stated otherwise).
3. Delivery of the Products to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of these Terms & Conditions.
4. Unifold may, in its sole discretion, deliver the Products by separate instalments.
5. Where the Customer expressly requests Unifold to deliver the Products to an unattended location, such Products will be left at the nominated location at the Customer's sole risk.
6. The failure of Unifold to deliver the Products or any of the Products will not entitle either party to treat these Terms & Conditions as repudiated.
7. Unifold will not be liable for any loss or damage due to failure by Unifold to deliver any of the Products promptly or at all as a result of circumstances beyond the control of Unifold.

7. Title

1. Ownership of the Products will not pass until the Customer has paid Unifold all amounts owing for the Products and the Customer has met all other obligations due by

the Customer to Unifold in respect of all contracts or arrangements between Unifold and the Customer.

2. Unifold's title or rights in the Products will continue until any form of payment by a Customer has been received, honoured, cleared or acknowledged by Unifold.
3. The parties acknowledge and agree as follows:
 1. where practicable the Products will be kept separate and identifiable until Unifold has received payment and all other obligations of the Customer are met;
 2. until such time as ownership of the Products passes from Unifold to the Customer, Unifold may give notice in writing to the Customer to return the Products or any of them to Unifold. Upon such notice, the rights of the Customer to obtain ownership or any other interest in the Products will cease;
 3. Unifold will have the right of stopping the Products in transit whether or not delivery has been made;
 4. if the Customer fails to return the Products to Unifold, Unifold (or its agent) may (as the invitee of the Customer) enter upon and into any land and premises owned, occupied or used by the Customer, or any premises where the Products are situated and take possession of the Products;
 5. the Customer is only a bailee of the Products and until such time as Unifold has received payment in full for the Products then the Customer will hold any proceeds from the sale or disposal of the Products, up to and including the amount the Customer owes to Unifold for the Products, on trust for Unifold;
 6. the Customer will not charge the Products in any way nor grant nor otherwise give any interest in the Products while they remain the property of Unifold;
 7. Unifold may issue proceedings to recover the Price of the Products sold notwithstanding that title to the Products may not have passed to the Customer; and
 8. until such time as ownership in the Products passes to the Customer, if the Products are converted into other products, the parties agree Unifold will be the owner of the end products.

8. Risk

1. Notwithstanding clause 7, all risk in the Products passes to the Customer on either collection from Unifold's business premises or on delivery of the Products (whichever is agreed between Unifold and Customer in writing), in accordance with these Terms & Conditions.

2. If any of the Products are damaged or destroyed following collection or delivery (whichever is applicable) but prior to title passing to the Customer, Unifold is entitled to receive all insurance proceeds payable for the Products.
3. The production of these Terms & Conditions by Unifold is sufficient evidence of Unifold's rights to receive the insurance proceeds without the need for any person dealing with Unifold to make further enquiries.

9. Australian Consumer Law

1. Subject to Unifold's statutory obligations under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**) the following provisions apply.
2. Unifold's liability for a breach of a condition or warranty implied by Pt 3–2 Div 1 of the ACL is limited to:
 1. in the case of Products: any one (1) or more of the following: the replacement of the Products or the supply of equivalent Products; the repair of the Products; the payment of the cost of replacing the Products or of acquiring equivalent Products; the payment of the cost of having the Products repaired; and
 2. in the case of Services: the supplying of the services again; or the payment of the cost of having the Services supplied again.
3. Subject to Unifold's statutory obligations under the ACL and except as provided in these Terms & Conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of Products for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded.
4. Unifold is not liable to the Customer and the Customer indemnifies Unifold for any physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of any Product or Service or arising out of negligence or in any way whatsoever.
5. Unifold's liability under section 274 of the ACL is expressly limited to a liability to pay the Customer an amount equal to: the cost of replacing the Products; the cost of obtaining equivalent Products; or the cost of having the Products repaired, whichever is the lowest amount.

10. PPSA

1. In this clause: **financing statement**, **financing change statement** and **security interest** have the meaning given to it by the PPSA; **security agreement** means the security agreement under the PPSA created between the Customer and Unifold by these Terms & Conditions.

2. The Customer acknowledges and agrees that these Terms & Conditions constitute a security agreement for the purposes of the PPSA and create a security interest in all Products previously supplied and to be supplied in the future by Unifold to the Customer and a right to any proceeds in the sale of such Products.
3. The Customer undertakes to:
 1. promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Unifold may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest;
 - (b) register any other document required to be registered by the PPSA; or
 - (c) correct a defect in any statement;
 2. indemnify, and upon demand reimburse, Unifold for all expenses incurred in registering a financing statement or financing change statement on the PPSR or releasing any Products charged thereby;
 3. not register a financing change statement in respect of a security interest without the prior written consent of Unifold;
 4. not register, or permit to be registered, a financing statement or a financing change statement in relation to the Products in favour of a third party without the prior written consent of Unifold; and
 5. immediately advise Unifold of any material change in its business practices of selling the Products which would result in a change in the nature of proceeds derived from such sales.
4. Unifold and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these Terms & Conditions.
5. The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA and the Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
6. Unless otherwise agreed to in writing by Unifold, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
7. The Customer agrees to unconditionally ratify any actions taken by Unifold under this clause.
8. The Customer must not register a security interest against Unifold or any of its assets without Unifold's prior written consent.

11. Warranties

1. To the extent permitted by law, Unifold does not warrant the following:
 1. any of the Products that are not manufactured by Unifold, and in such case the Customer will only have the benefit of the warranty (if any) of the manufacturer of those Products which forms part of the contract between Unifold and the manufacturer;
 2. normal fair wear and tear of the Products;
 3. defects, loss or damage caused directly or indirectly by or as a result of:
 1. any defect, deterioration, weakening or collapse of the structure to which the Products are installed occurring at any time;
 2. any damage to or deterioration in the condition of the Products occurring in transit by your nominated or appointed carrier or occurring after delivery and prior to installation of the Products; and
 3. any additional defect, damage or deterioration arising from or attributable to the installation of the Products after it is known to be defective;
 4. the Products where the defect, loss or damage is caused directly or indirectly by or as a result of the fitting or installation of the Products, by the Customer or any third party engaged by the Customer (including a certifier), not strictly in accordance with recommended installation guidelines for that specific Product;
 5. inherent defects in steel or other material used in the manufacture of the Products. Unifold will use best endeavours to procure and assign to the Customer the benefit of warranty of the manufacturer of the steel or other material;
 6. defects or deterioration which, in the opinion of Unifold, have been caused by careless or improper handling, negligence, misuse, care or maintenance instructions, alterations or repairs carried out by anyone other than Unifold's authorised representatives, or by fair wear and tear.
2. The Customer acknowledges and agrees that they have had the opportunity to review the variety of the Products offered by Unifold together with their specifications and quality and that unless specifically stated otherwise, that the Products are fit for use. Unifold will not be liable to the Customer in any way for any costs, damage or loss of any kind whatsoever (including, without limitation, liability for direct, indirect, special or consequential loss or damage) incurred or sustained by the Customer or any third party arising from or in connection with the Products and any damage caused.

3. Where Regulation 90 of the Australian Consumer Law applies in respect of any warranty for defects, the Customer can, at its cost, contact Unifold at PO Box 3440, Loganholme QLD 4129 or on email at admin@unifold.com.au and provide Unifold with details of the Products, a description of the defect, the Customer's details and proof of purchase. Unifold will then process and advise the Customer on its claim in a timely manner. Unifold will make, at its own discretion, an election to either replace or repair the Products.
4. Unifold is not obligated to repair or replace a Product under a warranty of Unifold if the Product has been modified, disassembled, misused, improperly or inappropriately installed, operated or repaired, abused, damaged or not maintained in accordance with Unifold's and/or manufacturer's instructions.
5. Where applicable: *Unifold's Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does amount to a major failure. The benefits under the warranty are in addition to other rights you may have at law.*
6. For the purpose of making any claim under this clause, the Customer must:
 1. immediately upon becoming aware of circumstances giving rise to a claim, notify Unifold in writing setting out full details of the claim;
 2. provide Unifold with proof of purchase of the Products in relation to its claim; and
 3. allow Unifold, its employees and/or agents full and free access to the Products in relation to which the claim is made and to the place where the Products are located for the purpose of conducting any inspection and tests that Unifold may in its absolute discretion consider necessary to determine whether the claim is justified or not.
7. Where a Product or any part of a Product is not manufactured by Unifold, Unifold will use all reasonable endeavours to assign to the Customer the benefit of any warranty in respect of that part of the Product.
8. Any warranty of Unifold cannot be assigned or transferred to any third party.
9. This clause must be read in conjunction with any warranty statement provide by Unifold in respect of the Products.

12. Solvency

The Customer must promptly notify Unifold in writing upon the occurrence of any of the

following events:

- (a) the service of a Statutory Demand on the Customer pursuant to section 459E of the Corporations Act 2001 (Cth);
- (b) the making of an application for the winding up of the Customer, whether voluntary or involuntary;
- (c) the passing or proposed passing of a resolution to wind up the Customer;
- (d) the issue of any bankruptcy, sequestration, or debtor petition under the Bankruptcy Act 1966 (Cth) in respect of the Customer, whether individually or jointly with any other person;

13. Default

1. Interest on overdue invoices will accrue daily from the date when payment becomes due, until the date of payment, at a rate of fifteen percent (15%) per annum (and at Unifold's sole discretion such interest will compound monthly) after as well as before any judgment.
2. In the event that the Customer's payment is dishonoured for any reason, the Customer will be liable for any dishonour fees incurred by Unifold.
3. If the Customer defaults in payment of any invoice when due, the Customer will indemnify Unifold from and against all costs and disbursements incurred by Unifold in pursuing the debt including legal costs on a solicitor and own client basis, and Unifold's collection agency costs (if permissible by law). If any account remains overdue after seven (7) days then an amount of the greater of fifty dollars (\$50.00) or ten percent (10%) of the amount overdue (up to a maximum amount of \$250.00) shall be levied for administration fees which sum shall become immediately due and payable by the Customer.
4. Without prejudice to any other remedies Unifold may have, if at any time the Customer is in breach of any obligation (including those relating to payment) Unifold may suspend or terminate the supply of Products or Services to the Customer and any of its other obligations under the Terms & Conditions, resell or dispose of the Products. Unifold will not be liable to the Customer for any loss or damage the Customer suffers because Unifold has exercised its rights under this clause.
5. Without prejudice to Unifold's other remedies at law, Unifold will be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Unifold will, whether or not due for payment, become immediately payable in the event that:
 1. any money payable by the Customer to Unifold becomes overdue, or in Unifold's opinion, the Customer will be unable to meet its payments as they fall due; or

2. 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
 3. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
6. In the event that Unifold retains possession or control of the Products, payment of the Price is due to Unifold and Unifold has made demand in writing of the Customer for payment of the Price in terms of these Terms & Conditions and Unifold has not received the Price of the Products, then, whether title in the Products has passed to the Customer or has remained with Unifold, Unifold may dispose of the Products and may claim from the Customer the loss to Unifold on such disposal.

14. Cancellation

1. Unifold may cancel any order to which these Terms & Conditions apply or cancel delivery of Products or supply of Services at any time before the Products are delivered or the Services are supplied by giving written notice to the Customer. On giving such notice Unifold will repay to the Customer any sums paid in respect of the Price. Unifold will not be liable for any loss or damage whatsoever arising from such cancellation.
2. Cancellation of orders for Products or Services made to the Customer's specifications or non-stocklist items will not be accepted, once production has commenced.

15. Privacy Act 1988 (Cth)

1. The Customer and the Guarantors each acknowledge and agree that Unifold's Privacy Policy (as may be amended from time to time) is as set out on Unifold's website located at unifold.com.au and that the Customer and the Guarantors have each read and understood the terms of the Privacy Policy of Unifold.

16. Confidentiality

Subject to the provisions of section 275(7) of the PPSA, not to disclose any information of the type described in section 275(1) of the PPSA to any third party.

17. General

1. If any provision of these Terms & Conditions is invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
2. If any provisions of these Terms & Conditions are inconsistent with the PPSA, the PPSA will prevail to the extent of that inconsistency.

3. These Terms & Conditions and any contract to which they apply will be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
4. To the extent permitted by law:
 1. Unifold will be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Unifold of these Terms & Conditions; and
 2. in the event of any breach of this contract by Unifold the remedies of the Customer will be limited to damages which under no circumstances will exceed the Price of the Products or Services.
5. The Customer will not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Unifold nor to withhold payment of any invoice because part of that invoice is in dispute.
6. Unifold may license or sub-contract all or any part of its rights and obligations.
7. The Customer agrees that Unifold may review these Terms & Conditions at any time. If, following any such review, there is to be any change to these Terms & Conditions, then that change will take effect from the date on which Unifold notifies the Customer of such change. The Customer will be under no obligation to accept such changes except where Unifold supplies further Products or Services to the Customer and the Customer accepts such Products or Services.
8. Neither party will be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond their reasonable control.
9. The failure by Unifold to enforce any provision of these Terms & Conditions will not be treated as a waiver of that provision, nor will it affect Unifold's right to subsequently enforce that provision.
10. Where Unifold has designed or drawn or provided designs and/or specifications of Products or Services for the Customer, then the copyright in those designs and drawings shall remain vested in Unifold, and shall only be used by the Customer with Unifold's consent. Unifold may use any documents, designs, drawings for Products or Services created by Unifold for the purposes of advertising or marketing by Unifold.

***Disclaimer:** These terms and conditions are to be read in conjunction with all quotations and account applications.*