

1 DEFINITIONS

- 1.1 **Customer** means the person or entity acquiring or ordering the Products from ThreadLegs Pty Ltd, ABN 49 650 730 000.
- 1.2 **Products** means all products (including accessories and spare parts), services and equipment supplied or to be supplied to the Customer.
- 1.3 **Terms and Conditions** means these terms and conditions of sale, as may be amended from time to time by ThreadLegs.

2 AGREEMENT, QUOTATIONS AND ORDERS

- 2.1 ThreadLegs agrees to supply the Products and the Customer agrees to acquire and pay for the Products on these Terms and Conditions.
- 2.2 Any quotation made by ThreadLegs is not an offer to sell Products. Prices quoted by ThreadLegs are subject to changes necessary to correct errors and are otherwise valid for a period of 30 days only from the date that such quotation is issued by ThreadLegs.
- 2.3 No order for Products is binding on ThreadLegs until acceptance by ThreadLegs. ThreadLegs acceptance of an order and these Terms and Conditions alone will constitute the entire agreement of the parties in relation to the supply of Products and may only be varied in writing, signed by the parties. ThreadLegs is not and will not be bound by any terms or conditions in any document issued by the Customer.
- 2.4 These Terms and Conditions supersedes all prior agreements, understandings, representations, and warranties (whether express or implied).
- 2.5 No order may be cancelled after acceptance by ThreadLegs without ThreadLegs's express written consent. The Customer indemnifies ThreadLegs in respect of all direct and indirect costs, expenses and losses incurred by ThreadLegs as a result of the cancellation of an order.

3 PRICES

- 3.1 Unless otherwise agreed by ThreadLegs in writing, the price to be paid by the Customer for Products will be : (a) ThreadLegs then prevailing price for the supply of such Products to the Customer ; and (b) any applicable taxes and charges (including any goods and services or similar taxes) levied by any government authority upon the supply or use of the Products.
- 3.2 Unless otherwise specified, the price of the Products does not include transportation costs and is exclusive of goods and services tax. Products are supplied ex works.
- 3.3 If: (a) a raw material, component, or service provider raises its prices, or imposes a surcharge on ThreadLegs; or (b) any tax is imposed or increased in connection with the supply of any Product by ThreadLegs (including any carbon or emissions tax); or (c) ThreadLegs otherwise incurs an increase in costs in supplying Products to the Customer, ThreadLegs reserves the right to increase applicable prices and the Customer agrees to accept such price increase.
- 3.4 A surcharge may apply to any invoice under a minimum order value.

4 PAYMENT

- 4.1 ThreadLegs will issue a valid tax invoice to the Customer on delivery of the Products. Payment for Products must be made by the Customer to ThreadLegs within 30 days from the date of the invoice for those Products. Payment must be in a form acceptable to ThreadLegs and without any deduction, withholding, set-off or counter claims of any nature.

5 SET-OFF

ThreadLegs may set-off money due and payable or to become due and payable by it to the Customer against any invoice or other amount owing by the Customer under this agreement or under any other agreement between the parties.

6 DELIVERY

- 6.1 Where ThreadLegs agrees to deliver Products, ThreadLegs will make all reasonable efforts to deliver the Products to the Customer on the date(s) applicable under these Terms and Conditions but shall under no obligation or liability to the Customer for failing to do so.
- 6.2 Delivery shall be affected upon (as applicable):
- (a) delivery of the goods into the custody of ThreadLegs's nominated carrier; or
 - (b) pick up by the Customer; or
 - (c) delivery to the Customer's first nominated carrier.
- 6.3 Notation by ThreadLegs's carrier on the delivery docket shall be conclusive evidence of delivery. The Customer shall be responsible for any loss or damage occurring during unloading of the Products at the Customer's premises.
- 6.4 If the Customer refuses to accept delivery of Products, then the risk in the Products shall pass to the Customer from the time of such refusal. In such event, ThreadLegs may (without limiting any of its other rights) arrange to store the Products at the Customers' expense.

7 TITLE AND RISK

- 7.1 Title in and to all Products delivered to the Customer by ThreadLegs will remain with ThreadLegs and will not pass to the Customer until such time as the Product is paid in full.
- 7.2 Risk in and to Products will pass to the Customer upon delivery of the Products to the carrier.
- 7.3 Until ThreadLegs has received payment in full for Products:
- (a) The Customer holds the Product as bailee for ThreadLegs;
 - (b) The Customer shall safely and securely store the Products separately from the other goods on the premises of the Customer in such a manner to show that clearly the Products are the property of ThreadLegs;
 - (c) ThreadLegs has a security interest in the Products;
 - (d) The Customer shall, upon request from ThreadLegs, deliver up such Products to ThreadLegs (or as directed by ThreadLegs).

8 SECURITY INTEREST

Unless otherwise stated, a term contained in these Terms and Conditions that is defined in the Personal Property Securities Act 2009 (Cth) (**PPSA**) (but not otherwise defined in these Terms and Conditions) has the meaning given to it in the PPSA.

9 BREACH AND INSOLVENCY

If:

- (a) the Customer fails to comply strictly with the terms these Terms and Conditions;
 - (b) an application or order is made, a resolution is made, or proposed or other steps are taken for the winding up, dissolution, official management, or voluntary administration (or similar) of the Customer;
- or
- (c) the Customer enters into any arrangement, compromise or composition or assignment for the benefits of its creditors or any class of them;
 - (d) a receiver, a receiver and manager, administrator or other officer is appointed to the Customer or any part of its property, or a third party attempt to levy execution against the Customer's property or the goods;
 - (e) the Customer ceases, suspends or threatens to cease or suspend the conduct of its business or disposes of or threatens to dispose of its assets other than in ordinary course of business;

- (f) the Customer is or is deemed (including under any applicable law) unable to pay its debts as and when they fall due, or stops or suspends the payment of its debts;
- (g) in the case of the Customer being a natural person, the Customer becomes bankrupt or unable to pay his or her debts as and when they become due; or
- (h) ThreadLegs is of the view, acting reasonably, that any of the above will or are likely to occur,

ThreadLegs may (without limiting or otherwise prejudicing any other rights it may have) at any time terminate these Terms and Conditions between the ThreadLegs and the Customer and refuse to supply any and all Products to the Customer. The Customer agrees to indemnify ThreadLegs (and keep ThreadLegs indemnified) against all loss, cost, expense, and other liability (including but only legal expenses of any nature and payable to or on behalf of any person) suffered or incurred by ThreadLegs in connection with any breach of these Terms and Conditions by the Customer.

10 CUSTOMER WARRANTIES

10.1 The Customer:

- (a) warrants to ThreadLegs that it has read and understood these Terms and Conditions ;
- (b) warrants to ThreadLegs that all information supplied by or on behalf of it to ThreadLegs in connection with the supply of Products is true and accurate and not misleading;
- (c) warrants that it has not relied on any representation or statement made by or on behalf of Thread Legs in connection with the supply of Products that has been clearly and expressly stated in these Terms and Conditions;
- (d) acknowledges that ThreadLegs has relied on the information supplied by or on behalf of the Customer to it in supplying the Products;
- (e) warrants the entry into these Terms and Conditions by it will not result in it being in breach of any condition or any arrangement by which it is bound; and
- (f) warrants that the supply of the Products by ThreadLegs to the Customer, and the use of the Products by the Customer, will not make ThreadLegs liable to any prosecution, claim or other action under applicable law.

10.2 The Customer indemnifies ThreadLegs and holds ThreadLegs harmless against all fines, penalties, damages, loss, costs, or expenses (including but not only legal expenses of any nature and payable to or on behalf of any person) suffered or incurred by ThreadLegs in connection with any breach of the warranties by the Customer set out in these Terms and Conditions.

11 CLAIMS AND RETURNS

- (a) Examination of the Products shall be made by or on behalf of the Customer. If, upon receiving the Products from ThreadLegs, the customer reasonably determines that the Products from ThreadLegs do not comply with these Terms and Conditions, the Customer must notify ThreadLegs in writing any such non-compliance within 7 business days of the relevant Products having been delivered to the customer.
- (b) If a notice of the nature contemplated in clause 13 (a) is not received by ThreadLegs within 7 business days of it having delivered the products to the Customer, the Products shall be deemed to have been in all aspects supplied in accordance with these Terms and Conditions, and the Customer shall be bound to accept and pay for the Products accordingly.
- (c) Claims by the Customer in accordance with clause 13 (a) will only be considered by ThreadLegs if: (a) the claim is made within 7 business days of the date of delivery of the Products; (b) representatives of ThreadLegs have been afforded a reasonable opportunity to

inspect the Products; and (c) the Products are subsequently returned to ThreadLegs as directed by ThreadLegs.

- (d) ThreadLegs is not obliged to accept the return of Products that have been supplied to the Customer (or which have been deemed to have been supplied to the Customer) in accordance with these Terms and Conditions. Even if Threadlegs determines that it will accept a return of Products in those circumstances : (a) ThreadLegs is not Obligated to accept any Products which have been used, damaged or altered in any way; (b) all Products must be returned in their original packaging; (c) Products returned may be subject to a handling and restocking charge as determined by ThreadLegs; and (d) Products are to be returned at the Customer's expense.
- (e) A credit note will be issued by ThreadLegs only after Products are returned are either collected by a ThreadLegs authorised representative or agent or returned to it by the Customer as set out in clause 13 (d) above.
- (f) The Customer shall not deduct the amount of any anticipated credit from any payment due to ThreadLegs.
- (g) Delivery charges and/or small order surcharge will not be credited.

11 LIMITATION OF LIABILITY

- 11.1 Except as expressly provided to the contrary in writing in these Terms and Conditions: (a) ThreadLegs gives or makes no warranty in respect of the Products; and (b) all conditions and warranties implied at law (whether by statute, common law, equity or otherwise) are (to the extent permitted by law) expressly excluded from these Terms and Conditions.
 - 11.2 If any statute implies any term, condition or warranty into these Terms and Conditions, and that statute prohibits provisions in a contract excluding or modifying the application of, exercise of, or liability under, such a term, condition or warranty, then that term, condition or warranty will be taken to be include in these Terms and Conditions. However, the liability of Threadlegs for any breach of such a term, condition or warranty will be limited, if permitted by the statute, at the option of ThreadLegs, to any one or more of the following.
 - (i) The replacement of the Products
 - (ii) To the extent required by the relevant statute, the payment of the cost of replacing the Products
 - 11.3 ThreadLegs will not be responsible for any failure to supply Products on the date agreed between the parties and the Customer is not entitled to cancel any order as a result of any such failure. To the extent permitted by law, and except as otherwise expressly agreed in writing as part of these Terms and Conditions, ThreadLegs will not be liable for any personal injury, indirect, special or consequential losses (including for loss of profit, loss of market share or damage to brand or goodwill), incidental damages, costs of business interruption, loss of opportunities, punitive or exemplary damages, or any other loss, of, or incidental to, the Products or their use, or arising out of ThreadLegs negligence or breach of these Terms and Conditions.
- ## **12 EXCUSABLE DELAYS**
- (a) ThreadLegs shall not be liable to the Customer for any failure to comply with these Terms and Conditions when such failure is caused by or arises out of any of the following:
 - (i) fire, storm, tempest, earthquake, inevitable accident, pandemic, or act of God;
 - (ii) any act of any public enemy or terrorism;
 - (iii) any act of any government or any government authority or instrumentality;

- (iv) any act of any person engaged in subversive activity;
 - (v) epidemics or quarantine restrictions;
 - (vi) strikes, slowdowns, lockouts or labour stoppages or disputes of any kind or freight embargoes;
 - (vii) any shortfall, delay or failure to supply by any of ThreadLegs suppliers; or
 - (viii) any other cause or event which is beyond the control of ThreadLegs.
- (b) In the event of a failure by ThreadLegs to comply with these Terms and Conditions, unless ThreadLegs advises the Customer that it is able to make alternative arrangements, the Customer shall be entitled to obtain the Products contracted for supply elsewhere for the duration of such failure.

13 GOVERNING LAW

These Terms and Conditions are governed by and construed in accordance with the laws of the State of Victoria, Australia. The Customer submits to the jurisdiction of the courts of the State of Victoria and of the courts competent to hear appeals from the courts of that State.

14 ACCEPTANCE

- (a) The Customer acknowledges that these Terms and Conditions are also available via the website [www.threadlegs.com.au] and may change without notice.
- (b) The Customer continued purchase of Products will evidence consent to the new terms and conditions as amended in accordance with clause 14 (a)

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