



CIVIL • PLUMBING • ELECTRICAL

TERMS AND CONDITIONS

1. ACCEPTANCE

(a) This Agreement is between C.P.E INDUSTRIES (ABN 94 841 449 809) (**we, our or us**) and you, the company, entity or individual who is purchasing any products or goods (Goods) from us.

(b) By purchasing the Goods from us, or proceeding with any Quote issued you agree:

(1) that you have reviewed and accept these Terms and Conditions for the Sale of the Goods (**Terms**); and

(2) that you have the legal capacity to enter into a legally binding agreement with us;

(c) You must not place an order for Goods unless you are at least 18 years old

2. ACCOUNT HOLDERS

(a) You may be eligible to create an account in order to receive goods or services from us (Account), which allows you to pay your invoices within 7 days of the issue date.

(b) When you create an account, you may be asked to provide us with basic Account information such as your name, billing address, payment details and ABN.

(c) You must ensure that any information that you give us when you create an Account with us, including any personal information, is accurate and up-to-date. All personal information that you give to us will be used to manage your Account and will be treated in accordance with applicable law.

(d) You are liable for all activity under your Account, including all purchases made or quotes approved using your Account details.

3. QUOTES AND ORDERS

(a) You may approve quotes in writing via email to info@cpeindustries.com.au or via the XERO platform, in which a link will be sent to you via SMS or email. We may from time to time accept quote or order approvals directly via phone or SMS at our discretion.

(b) We may, at our absolute discretion, accept or reject an Order or Quote. We will endeavour to notify you of a rejection at the time of the request or within a reasonable time thereafter.

(c) Each Order or quote that we accept results in a separate binding agreement between you and us for the supply of Goods or Services in accordance with the Terms.

(d) It is your responsibility to check the Order or quote details and confirm the accuracy of all aspects of the order or quote, including the description of the Goods set out in the Order or quote, the pricing, and your contact details before you submit your approval to us.

(e) When your Order or quote has been confirmed, we will provide you with a confirmation via email, phone or SMS. You may request a variation to your quote or order, this must strictly be done in writing via the XERO application or via email to info@cpeindustries.com.au

(f) If you cancel or delay your Order or quote, you will be liable for any costs that we have incurred, or that we cannot recover, as a result of that cancellation or delay. Any cancellation is strictly to be done in writing via email to info@cpeindustries.com.au

4. PRICE AND PAYMENTS

(a) You must pay us the purchase price of the Goods that you order, plus any Australian GST and applicable delivery costs as advised by us (the Price) in accordance with this clause. All amounts are stated in Australian dollars and are inclusive of Australian GST (where applicable). We display delivery costs separately from the price of the Goods.

(b) If you do not have an Account with us, you must pay the Price, upfront at the time of purchase or on completion of services rendered, including where the Goods are the subject of an Order placed with us. Only once the Price has been paid in full will we provide you with the Goods, or will we submit your Order to our suppliers.

(c) You must pay any statement or invoice within 7 days of the date issued. You agree to pay the statement or invoice as per the times, and using the payment method, stipulated in the statement or invoice.

(d) If you fail to pay your invoice in accordance with clause 4(c), we may suspend your Account and the provision of any Goods or Services under it until we receive payment. If you dispute an invoice, or any part of the invoice, you must notify us of your dispute in writing within 7 days of the date of our invoice, setting out full details of your dispute, and you must pay any undisputed portion of the invoice as set out in clause 4(c).

(e) If full payment has not been made against an invoice as set out in the Terms, we may (at our absolute discretion) immediately cease supplying Goods or Services to you and/or charge you interest on the outstanding payment at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 5% per annum, calculated daily and compounding monthly.

(f) You must not pay, or attempt to pay, the Price by fraudulent or unlawful means. In the absence of fraud or mistake, all payments made are final. If you make a payment by debit card or credit card, you warrant that the information you provide to us is true and complete, that you are authorised to use the debit card or credit card to make the payment, that your payment will be honoured by your card issuer, and that you will maintain sufficient funds in your account to cover the Price.

(g) The price of raw materials can vary. The cost to supply raw materials will be subject to current market rates, at the time of job completion, or at our sole discretion.

TERMS AND CONDITIONS CONTINUED



(h) In the event of a Government Directive or Covid-19 related public health incident, we will work with you towards an amicable resolution regarding any outstanding installations, or supply of goods. You will remain bound by these terms and conditions, in relation to all cancellations, payments and orders.

(I) Should:

(1) You fail to pay any amount when it is due and owing.

(2) You default in the performance of your obligations under these terms and conditions.

(3) You, if an individual, commit an act of bankruptcy. Or, if you are a corporation, becomes subject to external administration or passes a resolution to wind up. Then;

(4) In addition to any other rights we have, you shall be in breach of these terms and conditions, and we shall be entitled to treat the whole of the scope of works repudiated. We may refuse to supply any of the services to you. We may elect to seek relief through the courts or through a third-party debt recovery service to recover the money, plus interest and additional costs in accordance with the terms and conditions. You shall pay all our collection costs, including solicitor fees, interest, third party expenses and related costs for outstanding amounts. We will be immediately entitled to, without liability, terminate or suspend the provision of future services, in accordance with these terms and conditions, in the event of default.

5. AVAILABILITY AND CANCELLATION

(a) All Goods and Orders are subject to availability. We do our best to keep products in stock and use reasonable endeavours to source any Orders from our third-party suppliers.

(b) We reserve the right to cancel, at any time before delivery and for whatever reason, an Order that we have previously accepted, including where there is a considerable delay in dispatching your Order, or for any reason we cannot supply the Goods in your Order (for example for an event beyond our reasonable control). We will contact you using the details you provided when you placed your Order. .

6. DELIVERY, COLLECTION, TITLE AND RISK

(a) Where you request or the job requires delivery of any Goods, we will deliver the Goods, either ourselves or through our third-party delivery partners, to the delivery address you provide when placing your Order.

(b) Delivery costs will be advised by us when you place your Order and/or included in any applicable quotes.

(c) You acknowledge and accept that any date/time notified by us, or our delivery partners, for the delivery of the Goods is an estimate only. Delivery of the goods may be subject to, or impacted by, third party providers, including but not limited to our delivery partners and the supplier of the Goods ordered. We accept no liability for any loss, damage or claim made in respect of a delay in the delivery of any Goods which is beyond our reasonable control.

(d) If you need to change the delivery date or delivery address, please notify us immediately in writing to info@cpeindustries.com.au

(e) We may, at our sole discretion, required you to sign for any Goods which are delivered. If we require such signature, and neither you nor your authorised representative is at the delivery address to accept delivery, we may either leave the goods as the delivery address or return the Goods to our Storage facility.

(f) You must ensure that clear, safe access is provided at the delivery address for the Goods, which is free from harm or risk to safety when the Goods are delivered either by us, or our delivery partner. If the party delivering the Goods deems it to be unsafe to deliver the Goods, they may, at their sole discretion, decline to deliver the Goods at that time, and you will need to pay for the redelivery of the Goods when the delivery address has been made safe.

(g) Title to the Goods will remain with us or our supplier until you have paid us the Price in full in accordance with the Terms. Until title passes, you must not do anything which seeks to create an encumbrance, lien, charge or other interest in or over the Goods.

(h) Risk in the Goods will pass to you immediately upon delivery of the Goods to the delivery address. Once risk in the Goods passes, you will be solely responsible for them. It is your responsibility to confirm that the Goods delivered are complete, undamaged or are otherwise supplied in accordance with the Order before you accept delivery of the Goods.

(i) In respect of any Goods which remain uncollected in accordance with this clause and which we do not normally stock or are Goods which are custom made goods, you acknowledge and accept that you forfeit any payment made towards the Price.

(j) Prior to us commencing any work the Client must advise us of the precise location of all underground services on the site. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.

(k) Whilst we will take all care to avoid damage to any underground services the Client agrees to indemnify us in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as set out in clause 6(j).

7. RETURNS

Change of mind returns

(a) We do not offer change of mind returns.

Australian Consumer Law

(b) Nothing in these Terms attempts to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Consumer Law. Our Goods come with guarantees which cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law are expressly excluded where permitted, except to the

TERMS AND CONDITIONS CONTINUED



extent such warranties and conditions are fully expressed in these Terms.

(c) Where you return the Goods to us to seek an Australian Consumer Law remedy, you will need to cover any associated costs (for example delivery costs) of you returning the Goods to us.

(d) Where your claim is a valid claim under the Australian Consumer Law, we will refund your return delivery costs and, depending on the failure, either dispatch new or repaired replacement Goods or refund you the Price of the relevant Goods. Please contact us for further information.

8. MANUFACTURER'S WARRANTY

(a) Some Goods may come with a warranty offered by the manufacturer of those Goods. If a warranty applies, the details of that warranty will be set out on the packaging of the Goods, inside the packaging of the Goods or on the manufacturer's website (Manufacturer's Warranty). If there is a defect in the Goods during the warranty period offered by the manufacturer, the manufacturer may repair or replace the Goods or offer a refund or compensation as applicable to the defect.

(b) If the Manufacturer's Warranty applies, please contact us with details of the defect in the Goods, alongside any pictures and additional information which we may request (e.g. proof of purchase), and we will liaise with the manufacturer as to your claim under the Manufacturer's Warranty. The manufacturer may require you to return the defective Goods directly to them and the costs of the return may need to be borne by you.

(c) You agree that the Manufacturer's Warranty is offered by the Manufacturer of the Goods, we do not provide any warranty against defects in the Goods, and, to the maximum extent permitted by law, our obligations to you for any defects in the Goods is limited to the remedies you have available under the Australian Consumer law.

9. LIMITATIONS

(a) Despite anything to the contrary, to the maximum extent permitted by law:

(1) our maximum aggregate liability arising from or in connection with the Terms (including the Goods and/or the subject matter of the Terms) will be limited to, and must not exceed the portion of the Price paid by you to us for the Goods the subject of the relevant claim; and

(2) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation and/or loss of use,

whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

(b) Despite anything to the contrary, to the maximum extent permitted by law, we will have no liability, and you release and discharge us from all liability, arising from or in connection with any:

- (1) loss of, or damage to, the Goods, or any injury or loss to any person;
- (2) failure or delay in providing the Goods; or
- (3) breach of the Terms or any law,

where caused or contributed to by any:

- (4) event or circumstance beyond our reasonable control; or
- (5) act or omission of you or your related parties,

and, in any event, any defect, error, omission or lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the Goods.

10. COLLECTION NOTICE

(a) We collect personal information about you in order to manage your Account, to contact and communicate with you, to respond to your enquiries, to process and dispatch your Orders and for other purposes you give us permission for.

(b) We may disclose that information to third party service providers who help us supply and deliver the Goods to you (including our delivery companies, inventory management software, information technology service providers, data storage, web-hosting and server providers, professional advisors, payment systems operators and our business partners) or as required by law. If you do not provide this information, we may not be able to provide our Goods to you. In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside Australia.

(c) By providing personal information to us, you acknowledge we will collect, hold, use and disclose your personal information in accordance with these Terms.

11. GENERAL

(a) Disputes: Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with a senior representative of the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause).

(b) Notices: Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided when you submitted your Order or in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

(c) Waiver: Any failure or delay by a party in exercising a power or right (either wholly or partly) in relation to these Terms does not operate as a waiver or prevent a party from exercising that power or right or any other power or right. A waiver must be in writing.

(d) Relationship of parties: These Terms are not intended to create a partnership, joint venture or agency relationship between the parties.

(e) Photographs: If you provide us with photographs of the Goods including via email or by tagging us on social media, you consent to us publishing such photographs and details (including but not limited to your name, location and date) for our marketing purposes including on the Site and social media.

TERMS AND CONDITIONS CONTINUED



CIVIL • PLUMBING • ELECTRICAL

(f) Feedback and complaints: We are always looking to improve our services. If you have any feedback or a complaint, please notify us on our contact details below and we will take reasonable steps to address any concerns you have.

(g) Severance: If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions.

(h) Assignment: You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.

(i) Entire agreement: The Terms contain the entire understanding and agreement between you and us in respect of their subject matter.

(j) Amendment: We may, at any time and at our discretion, vary these Terms by publishing varied terms on the Site. Prior to placing an order, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them. For any Order that has been accepted by us, the terms and conditions that apply will be the ones that were in effect (and which you agreed to) when you placed your Order.

(k) Governing law: These Terms are governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

For any questions and notices, please contact us at:

C.P.E INDUSTRIES

Address: 4 Cocos Crescent, Banya, Qld 4551

Email: info@cpeindustries.com.au

Phone Number: 0401 267 779

Last update: 10 April 2025