

R&R Scaffolding Pty Ltd – Terms & Conditions of Trade

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- who will have access to it (only R & R SCAFFOLDINGS PTY LTD unless specified in the form when transmission to a third party is necessary to manage your request),

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We will not sell, rent, or share our database of information. We may disclose information to third parties with your consent to process your information requests. We keep information and web server logs on controlled facilities that are secured against unauthorized access. Proof of identity is required before information is released to any person.

Acceptance of Terms of Use

By moving on to any other part of this website, you agree that you have read, understood, and will be bound by the Terms of Use and that you will carefully read the disclaimers and notices appearing on other parts of this website.

Definitions:

1.1 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice, or other document or amendments expressed to be supplemental to this Contract.

1.2 "Supplier" means R & R Scaffolding PTY Ltd, its successors, and assigns, or any person acting on behalf of and with the authority of R & R Scaffolding PTY Ltd.

1.3 "Customer" means the person/s, entities, or any person acting on behalf of and with the authority of the Customer requesting the Supplier to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:

- (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
- (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
- (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
- (d) includes the Customer's executors, administrators, successors, and permitted assigns.

1.4 "Scaffolding" means all Scaffolding (including any accessories, such as hoist motors) supplied on hire to the Customer by the Supplier, at the Customer's request from time to time, and:

(a) includes any installation, dismantling, and transport of the Scaffolding ("Services"), any parts, accessories, and/or consumables supplied by the Supplier to the Customer, either separately or deposited incidentally by the Supplier in the course of it conducting, or supplying to the Customer, the Scaffolding; and

(b) where the context so permits, the terms 'Scaffolding' or 'Services' shall be interchangeable for the other.

1.5 "Minimum Hire Period" means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by the Supplier to the Customer.

1.6 "Labour" or "Candidate" shall mean any individual sent by the Supplier to the Customer for employment by the Customer on a temporary, casual, or part-time basis.

1.7 "Confidential Information" means information of a confidential nature whether oral, written, or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook, or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.

1.8 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when using the Supplier's website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making inquiries via the website.

1.9 "Price" means the Price payable (plus any GST where applicable) for the Scaffolding and/or Scaffolding or Labour hire as agreed between the Supplier and the Customer in accordance with clause 5 below.

1.10 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

Acceptance

2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts Delivery of the Scaffolding.

2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.

2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.

2.4 The Customer acknowledges and accepts that:

- (a) the supply of Scaffolding on credit shall not take effect until the Customer has completed a credit application with the Supplier and it has been approved with a credit limit established for the account;
- (b) in the event that the supply of Scaffolding requested exceeds the Customer's credit limit and/or the account exceeds the payment terms, the Supplier reserves the right to refuse Delivery;

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(c) following the handover of the certified Scaffolding to the Customer, it shall be the Customer's responsibility to check the Scaffolding before each use. If the Scaffolding is deemed to be damaged, altered or appears unsafe it should not be used and the Supplier is to be notified;

(d) the Supplier reserves the right to remove the Scaffolding without prejudice should the Scaffolding be considered to be unsafe due to washout and/or erosion, upon such action this shall not be deemed to be a breach of Contract. The Supplier will not accept any claim for in respect of any consequential loss to the Customer that may result from such an event;

(e) when the Contract period for hire expires under this Contract, and payment is not forthcoming when due and payable, then the Supplier reserves the right (at their discretion) to leave the scaffolding assembled until such time as payment is effected and to charge the Customer all loss hire charges in accordance with clause 13.2(e);

(f) cantilevered scaffolds are included in the Price, unless otherwise stated or agreed in writing;

(g) variations to the Contract requested by the Customer that are subject to labour charges, shall be at the Supplier's current hourly rate, unless otherwise stated at the time of the variation request;

(h) traffic/pedestrian management is to be supplied for the transportation of the Scaffolding or the erection/dismantling of the Scaffolding; and

(i) Services will be carried out during normal working hours, Monday to Friday between 7:00 am and 3:30 pm, being an eight (8) hour shift.

2.5 The Supplier will:

(a) ensure that all completed standing scaffolds are tagged certifying that the scaffolds are complete and safe to use; and
(b) regularly inspect all standing scaffolds before the Services commencing as per the Health and Safety requirements.

2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Errors and Omissions

3.1 The Customer acknowledges and accepts that the Supplier shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):

(a) resulting from an inadvertent mistake made by the Supplier in the formation and/or administration of this Contract; and/or
(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the Services.

3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of the Supplier; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.

4. Change in Control

4.1 The Customer shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees, or business practice). The Customer shall be liable for any loss incurred by the Supplier as a result of the Customer's failure to comply with this clause.

5. Price and Payment:

5.1 At the Supplier's sole discretion, the Price shall be either: (a) as indicated on any invoice provided by the Supplier to the Customer; or (b) the Supplier's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of sixty (60) days.

5.2 The Supplier reserves the right to change the Price if a variation to the Supplier's quotation is requested. Any variation from the plan of scheduled Services and/or specifications of the Scaffolding (including, but not limited to, working drawings, preparation of information (such as calculations, computations, and fees incurred for site inspections by engineers or inspectors), additional transport (including where required out of normal working hours, or where Delivery (including unloading and/or loading) exceeds the allowance thereof), any variation as a result of unforeseen circumstances, such as poor weather conditions, limitations to accessing the site and safety considerations (e.g. overhead hazards, etc.), prerequisite work by any third party not being completed, any relocation and/or alteration to working platforms and/or hop-up brackets (or the Scaffolding entirely), or as a result of any increase to the Supplier in the cost of materials and labour, or any Government or regulatory body imposing or increasing fees, etc.) will be charged for on the basis of the Supplier's quotation, and will be detailed in writing and shown as variations on the Supplier's invoice. The Customer shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

5.3 At the Supplier's sole discretion a non-refundable deposit may be required.

5.4 Time for payment for the Scaffolding being of the essence, the Price will be payable by the Customer on the date/s determined by the Supplier, which may be:

(a) on Delivery of the Scaffolding;
(b) seven (7) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
(c) the date specified on any invoice or other form as being the date for payment; or
(d) failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Customer by the Supplier.

5.5 Payment may be made by electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and the Supplier.

5.6 The Supplier may in its discretion allocate any payment received from the Customer towards any invoice that the Supplier determines and may do so at the time of receipt or at any time afterward. On any default by the Customer, the Supplier may reallocate any payments previously received and allocated. In the absence of any payment allocation by the Supplier, payment will be deemed to be allocated in such a manner as preserves the maximum value of the Supplier's Purchase Money Security Interest (as defined in the PPSA) in the Scaffolding.

5.7 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.

5.8 Customer's Obligations and Payment:

The Customer acknowledges and agrees that their obligations to the Supplier for the supply of scaffolding on hire shall persist until:

(a) the Customer has settled all outstanding amounts owed for the hire of the scaffolding; and

(b) the Customer has fulfilled all other obligations due to the Supplier under all contracts between the Supplier and the Customer.

5.9 Payment Processing:

Receipt of any payment form other than cash by the Supplier is not deemed as payment until that payment form has been honored, cleared, or recognized. Until such clearance, the Supplier retains its rights in respect of the scaffolding and this contract.

5.10 Price and Taxation:

Unless stated otherwise, the Price does not include GST. Additionally, the Customer is required to pay the Supplier an amount equivalent to any GST payable by the Supplier for any supply under this agreement. The Customer must pay GST without deduction or set off at the same time and on the same basis as the Price. Other applicable taxes and duties, not expressly included in the Price, are the responsibility of the Customer.

6. Delivery:

6.1 Delivery Occurrence:

Delivery of the scaffolding is considered complete when:

(a) the scaffolding is installed at the Customer's nominated site, even in the absence of the Customer. The Supplier's delivery docket serves as prima facie evidence if the Customer is not present; or
(b) the Customer or their nominated carrier collects the scaffolding from the Supplier's premises. The Customer or their carrier must inspect the scaffolding on arrival in the Supplier's yard for quantity and condition evaluation.

6.2 Return Process:

Return of the scaffolding is finalized when the scaffolding is dismantled and accepted by the Supplier through their off-hire docket. An inspection is conducted to assess the quantity and condition of the returned scaffolding. If the Customer's carrier returns the scaffolding, the count in the Supplier's yard, along with the off-hire docket, serves as conclusive proof of the return quantity, excluding its condition. The inspection in the Supplier's yard is legally considered the sole proof of the quantity and condition of the returned scaffolding.

6.3 Delivery Cost:

Unless otherwise specified, the Price includes the cost of Delivery.

6.4 Delivery Time Estimates:

Any specified time for Delivery is an estimate, and the Supplier is not liable for any loss or damage incurred by the Customer due to late Delivery. However, both parties commit to making every effort to adhere to the agreed-upon time and place for supplying the scaffolding. If the Supplier cannot supply the scaffolding solely due to the Customer's actions or inaction, the Supplier is entitled to charge a reasonable fee for re-supplying at a later time.

7. Access and Installation:

7.1 Customer's Responsibilities for Site Access:

The Customer is responsible for ensuring clear and free access to the nominated site for the Supplier to install and/or dismantle the scaffolding. The Supplier agrees to reasonably clean up the site upon completion, with acknowledgment that complete restoration to pre-existing conditions may be unreasonable, especially in cases where grass has died off due to the scaffolding's foundation support.

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7.2 Placement and Instructions:

Unless otherwise instructed, the Supplier will place the scaffolding at the nearest clear area to the roadside. The Supplier is not liable for damages incurred by the Customer or third parties following the Customer's instructions to deliver the scaffolding elsewhere at the site. The Customer indemnifies the Supplier against any claims arising from the placement or re-positioning of the scaffolding, including re-positioning done by third parties.

7.3 Qualified Personnel for Installation:

If the scaffolding is not installed by the Supplier, the Customer must ensure that qualified persons, holding necessary certificates or licenses, erect and dismantle the scaffolding.

8. Installation and Dismantling of Scaffolding:

8.1 Customer's Warranty for Installation:

If the Supplier installs the scaffolding, the Customer warrants that the structure of the premises or scaffolding where it is installed is sound and will sustain the installation and related work. The Supplier is not liable for any claims, losses, damages, costs, or expenses arising from the installation and related work.

8.2 Responsibility for Damage and Delays:

The Supplier is not responsible for damage to the scaffolding or delays in Delivery caused by external agents. If the Customer requests the Supplier to repair such damage, the Supplier reserves the right to charge the Customer for the costs incurred.

9. Affixation of Scaffolding to Land or Buildings:

If the scaffolding is affixed to any land or buildings, and they are subject to a mortgage or charge, the Customer must obtain written acknowledgment from the mortgagee or chargeholder. This acknowledgment should confirm that the scaffolding is not a fixture for the purposes of the mortgage or charge, that no claims will be made in relation to the scaffolding, and that the Supplier has the right to enter the land or buildings and remove the scaffolding.

10. Inspection of Scaffolding:

10.1 Supplier's Right to Inspection:

The Customer grants the Supplier the right, with reasonable notice and without unduly interfering with the Customer's business, to enter the site(s) where the scaffolding is located. This right includes inspecting the state of repair or condition, conducting necessary tests, observing the use of the scaffolding, and performing acts required by law or to protect the Supplier's rights.

11. Risk:

11.1 Transfer of Risk:

While the Supplier retains property in the scaffolding, all risk associated with the scaffolding passes to the Customer upon Delivery.

11.2 Customer's Responsibility for Safekeeping:

The Customer accepts full responsibility for the safekeeping of the scaffolding and indemnifies the Supplier for any loss, theft, or damage to the scaffolding, regardless of the cause. This indemnification includes, but is not limited to, losses attributable to negligence, failure, or omission of the Customer.

11.3 Insurance and Liability:

The Customer is required to insure or self-insure the Supplier's interest in the scaffolding against physical loss or damage, including accidents, fire, theft, and burglary, among other perils. Adequate Public Liability Insurance covering any loss, damage, or injury arising from the scaffolding's use must be in place. The Customer must not use the scaffolding in a manner that would allow an insurer to decline any claim. A certificate of currency must be provided by the Customer's insurer before installation, noting the Supplier's clear title to the scaffolding at all times.

11.4 Indemnification:

The Customer accepts full responsibility for and indemnifies the Supplier against all liability for actions, proceedings, claims, damages, costs, and expenses arising from the use of the scaffolding during the hire period. This indemnification applies whether or not the issues arise from the negligence, failure, or omission of the Customer or any other parties.

12. Hire Period:

12.1 The hire period starts from the date the scaffolding is delivered to the Customer or the site designated by the Customer (in accordance with clause 6) and ends upon return to the Supplier's premises.

12.2 The Customer must provide the Supplier with seven (7) days written notice when the scaffolding is available for return.

13. Customer's Responsibilities:

13.1 The Customer shall:

- (a) Maintain the scaffolding as required by the Supplier.
 - (b) Inspect all scaffolding every thirty (30) days or immediately after severe weather conditions.
 - (c) Not move the scaffolding without the express approval of the Supplier; any relocation attracts an additional fee, with all associated risks resting with the Customer.
 - (d) Immediately notify the Supplier by telephone of any mechanical breakdown or accident regarding the scaffolding.
 - (e) Ensure the scaffolding is suitable for its purposes before taking possession.
 - (f) Use the scaffolding safely, strictly following the law and manufacturer's instructions.
 - (g) Ensure all persons using the scaffolding are suitably instructed, holding necessary certificates or licenses.
 - (h) Comply with occupational health and safety (OHS) laws related to the scaffolding.
 - (i) Keep the scaffolding in their possession and control, not assigning the hire contract's benefit or granting any encumbrance.
 - (j) Not alter or make additions to the scaffolding, deface identifying marks, or interfere with it in any other manner.
 - (k) Use the scaffolding solely in their own work.
 - (l) Ensure all necessary safety precautions, such as turning off overhead power, are taken during installation.
 - (m) Prevent digging or excavation work near or under the scaffolding during installation or afterward.
 - (n) Adhere to recommended or legal load and capacity limits of the scaffolding.
 - (o) Not use or carry illegal, prohibited, or dangerous substances on the scaffolding.
 - (p) Not fix the scaffolding to make it legally a fixture forming part of any freehold.
 - (q) Upon termination of the hire, deliver the scaffolding in good order to the Supplier.
- 13.2 Upon request by the Supplier, the Customer will pay for:
- (a) The new list price of any scaffolding, accessories, or consumables destroyed, written off, or not returned.
 - (b) Cleaning costs.
 - (c) Repair costs for damage caused by ordinary use, willful or negligent actions, vandalism, or other causes.

- (d) Costs incurred by the Supplier in dismantling and returning the scaffolding if not returned by the Customer.
- (e) Lost hire fees the Supplier would have been entitled to.
- (f) Any insurance excess payable in relation to a claim.

13.3 The Supplier may terminate this Contract if:

- (a) The Customer defaults in punctual payment.
- (b) The Customer fails to observe or perform any condition in this or any other hire contract.
- (c) The Customer is declared bankrupt or undergoes insolvency proceedings.
- (d) The Customer applies to benefit from any law for the relief of bankrupt or insolvent debtors.

13.4 If payment of hire charges exceeds sixty (60) days, the Supplier is entitled to enter the Customer's site and remove the scaffolding at ninety (90) days without prejudice to any arrears or damages.

14. Title to Scaffolding:

14.1 The scaffolding remains the absolute property of the Supplier at all times.

14.2 If the Customer fails to return the scaffolding, the Supplier or its agent may enter the Customer's premises and take possession of the scaffolding without being responsible for any damage caused.

14.3 The Customer is not authorized to pledge the Supplier's credit for repairs or create a lien over the scaffolding for any repairs.

14.4 The Customer is not authorized to pledge the Supplier's credit for repairs or create a lien over the scaffolding for any repairs.

15. Personal Property Securities Act 2009 ("PPSA"):

15.1 Terms related to the PPSA, such as financing statement, security agreement, and security interest, have meanings given in the PPSA.

15.2 The Customer acknowledges and agrees that these terms constitute a security agreement for the PPSA purposes, creating a security interest in all scaffolding and collateral for the Customer's monetary obligation to the Supplier.

15.3 The Customer undertakes to:

- (a) Sign further documents or provide information needed for registering a financing statement or correcting defects.
- (b) Indemnify the Supplier for expenses in registering or releasing any security interest.
- (c) Not register a financing change statement without prior written consent.
- (d) Not register a financing statement or change statement in favor of a third party without written consent.
- (e) Advise the Supplier of any material change in business practices related to scaffolding sales.

15.4 Sections 96, 115, and 125 of the PPSA do not apply to the security agreement.

15.5 The Customer waives rights to receive certain notices under the PPSA.

15.6 The Customer waives rights as a grantor and/or debtor under sections 142 and 143 of the PPSA.

15.7 The Customer waives the right to receive a verification statement unless agreed otherwise in writing.

15.8 The Customer must unconditionally ratify any actions taken by the Supplier under clauses 15.3 to 15.5.

15.9 Subject to any express provisions to the contrary (including those contained in this clause 15), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

15.10 Only to the extent that the hire of the Scaffolding exceeds a two (2) year hire period with the right of renewal shall clause 15 apply as a security agreement in the form of a PPS Lease in respect of Section 20 of the PPSA; in all other matters, this clause 15 will apply generally for the purposes of the PPSA.

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16. Security and Charge

16.1 In consideration of the Supplier agreeing to supply the Scaffolding, the Customer charges all of its rights, title, and interest (whether joint or several) in any land, realty, or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

16.2 The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements, including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.

16.3 The Customer irrevocably appoints the Supplier and each director of the Supplier as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 16, including, but not limited to, signing any document on the Customer's behalf.

17. Defects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA")

17.1 The Customer must, prior to signing the Handover Certificate, inspect the Scaffolding on Delivery, and must within seven (7) days of such time notify the Supplier in writing with photographic evidence of any evident defect/damage, shortage in quantity, or failure to comply with the order description or quotation. The Customer must notify any other alleged defect in the Scaffolding as soon as reasonably possible after any such defect becomes evident. Upon such notification, the Customer must allow the Supplier to inspect the Scaffolding.

17.2 Under applicable State, Territory and Commonwealth Law (including, without limitation, the CCA), certain statutory implied guarantees and warranties (including, without limitation, the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).

17.3 The Supplier acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

17.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these terms and conditions, including but not limited to the quality or suitability of the Scaffolding. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by law.

17.5 If the Customer is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.

17.6 If the Supplier is required to replace the Scaffolding under this clause or the CCA, but is unable to do so, the Supplier may refund any money the Customer has paid for the Scaffolding.

17.7 If the Customer is not a consumer within the meaning of the CCA, the Supplier's liability for any defect or damage in the Scaffolding is: (a) limited to the value of any express warranty or warranty card provided to the Customer by the Supplier at the Supplier's sole discretion;

(b) limited to any warranty to which the Supplier is entitled if the Supplier did not manufacture the Scaffolding;

(c) otherwise negated absolutely.

17.8 Subject to this clause 17, returns will only be accepted provided that:

(a) the Customer has complied with the provisions of clause 17.1; and

(b) the Supplier has agreed that the Scaffolding is defective; and

(c) the Scaffolding is returned within a reasonable time at the Customer's cost (if that cost is not significant); and

(d) the Scaffolding is returned in as close a condition to that in which they were delivered as is possible.

17.9 Notwithstanding clauses 17.1 to 17.8 but subject to the CCA, the Supplier shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

(a) the Customer failing to properly maintain or store any Scaffolding;

(b) the Customer using the Scaffolding for any purpose other than that for which they were designed;

(c) the Customer continuing the use of the Scaffolding after any defect became apparent or should have become apparent to a reasonably prudent operator or user;

(d) the Customer failing to follow any instructions or guidelines provided by the Supplier;

(e) fair wear and tear, any accident, or act of God.

17.10 Notwithstanding anything contained in this clause if the Supplier is required by a law to accept a return then the Supplier will only accept a return on the conditions imposed by that law.

18. Intellectual Property

18.1 Where the Supplier has designed, drawn, or developed Scaffolding for the Customer, then the copyright in any designs and drawings and documents shall remain the property of the Supplier. Under no circumstances may such designs, drawings, and documents be used without the express written approval of the Supplier.

18.2 The Customer warrants that all designs, specifications, or instructions given to the Supplier will not cause the Supplier to infringe any patent, registered design, or trademark in the execution of the Customer's order, and the Customer agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.

18.3 The Customer agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, or Scaffolding which the Supplier has created for the Customer.

19. Default and Consequences of Default

19.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

19.2 If the Customer owes the Supplier any money the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Supplier's contract default fee, and bank dishonour fees).

19.3 In addition to any other rights or remedies available to the Supplier under this Contract, if a Customer has made a payment to the Supplier, and the transaction is subsequently reversed, the Customer shall be responsible for the amount of the reversed transaction. This liability extends to cover any additional costs incurred by the Supplier under this clause 19, provided it can be proven that such reversal is deemed illegal,

fraudulent, or in violation of the Customer's obligations under this Contract.

19.4 Without prejudice to the Supplier's other legal remedies, the Supplier is entitled to cancel all or any part of any outstanding order placed by the Customer. In such cases, all amounts owed to the Supplier, whether or not due for payment, shall become immediately payable if:

(a) any payment due to the Supplier becomes overdue, or if, in the Supplier's opinion, the Customer is unable to fulfill a payment when it falls due;

(b) the Customer surpasses any applicable credit limit established by the Supplier;

(c) the Customer becomes insolvent, calls a meeting with its creditors, proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(d) a receiver, manager, liquidator (provisional or otherwise), or a similar person is appointed in respect of the Customer or any asset of the Customer.

20. Cancellation

20.1 Without prejudice to any other remedies available to the Supplier, if the Customer is at any time in breach of any obligation, including those related to payment, under these terms and conditions, the Supplier may suspend or terminate the supply of Scaffolding to the Customer. The Supplier shall not be liable to the Customer for any loss or damage suffered by the Customer due to the Supplier's exercise of its rights under this clause.

20.2 The Supplier reserves the right to cancel any contract to which these terms and conditions apply or cancel the delivery of Scaffolding or the supply of Labor at any time before the scheduled provision. The Supplier will provide written notice to the Customer upon such cancellation.

Upon cancellation, the Supplier shall refund to the Customer any money paid by the Customer for either the Scaffolding or the supply of Labor. The Supplier shall not be liable for any loss or damage arising from such cancellation.

20.3 If the Customer cancels the delivery of the Scaffolding or the supply of Labor less than twenty-four (24) hours before the installation date, the Customer shall be liable for any and all losses incurred (whether direct or indirect) by the Supplier as a direct result of the cancellation, including, but not limited to, any loss of profits.

20.4 Orders for Scaffolding made to the Customer's specifications or for non-stocklist items cannot be canceled once production has commenced or an order has been placed.

21. Privacy Policy

21.1 All emails, documents, images, or other recorded information held or used by the Supplier constitute Personal Information, as defined and referred to in clause 21.3, and are therefore considered Confidential Information. The Supplier acknowledges its obligations regarding the handling, use, disclosure, and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act"), including Part IIIC of the Act, being the Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB), and any statutory requirements. This obligation also extends to compliance with relevant European Economic Area ("EEA") regulations under the EU Data Privacy Laws, including the General Data Protection Regulation ("GDPR"). In the event the Supplier becomes aware of any data breaches or disclosure of the Customer's Personal Information held by the Supplier, resulting in serious harm to the Customer, the Supplier will notify the Customer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and requires written consent from the Customer unless subject to an operation of law.

21.2 Despite clause 21.1, privacy limitations are applicable to the Supplier concerning Cookies when the Customer uses the Supplier's website for inquiries. The Supplier

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commits to providing information about such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable). This technology allows the collection of Personal Information, including the Customer's:

(a) IP address, browser, email client type, and other similar details;
(b) tracking website usage and traffic; and
(c) reports available to the Supplier when sending an email to the Customer, enabling the Supplier to collect and review that information (referred to collectively as Personal Information). If the Customer consents to the Supplier's use of Cookies on the Supplier's website and later wishes to withdraw that consent, the Customer may manage and control the Supplier's privacy controls via the Customer's web browser, including removing Cookies by deleting them from the browser history when exiting the site.

21.3 The Customer agrees for the Supplier to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g., name, address, D.O.B, occupation, driver's license details, electronic contact - email, Facebook or Twitter details, medical insurance details, or next of kin, and other contact information where applicable, previous credit applications, credit history) about the Customer concerning credit provided by the Supplier.

21.4 The Customer agrees that the Supplier may exchange information about the Customer with those credit providers and related body corporates for purposes including:

(a) assessing an application by the Customer; and/or
(b) notifying other credit providers of a default by the Customer; and/or
(c) exchanging information with other credit providers regarding the status of this credit account, particularly when the Customer is in default with other credit providers; and/or
(d) assessing the creditworthiness of the Customer, including the Customer's repayment history in the preceding two years.

21.5 The Customer consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit.

21.6 The Customer agrees that personal credit information provided may be used and retained by the Supplier for purposes including (and for other agreed purposes or as required by):

(a) the provision of Scaffolding; and/or
(b) analyzing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Scaffolding; and/or
(c) processing any payment instructions, direct debit facilities, and/or credit facilities requested by the Customer; and/or
(d) enabling the collection of amounts outstanding in relation to the scaffolding.

21.7 The Supplier may provide information about the Customer to a CRB for purposes including:

(a) obtaining a consumer credit report;
(b) allowing the CRB to create or maintain a credit information file about the Customer, including credit history.

21.8 The information given to the CRB may include:

(a) Personal Information as outlined in 21.3 above;

(b) name of the credit provider and that the Supplier is a current credit provider to the Customer;

(c) whether the credit provider is a licensee;

(d) type of consumer credit;

(e) details concerning the Customer's application for credit or commercial credit (e.g., date of commencement/termination of the credit account and the amount requested);

(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made, and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and the Supplier has been paid or otherwise discharged and all details surrounding that discharge (e.g., dates of payments);

(g) information that, in the opinion of the Supplier, the Customer has committed a serious credit infringement;

(h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).

21.9 The Customer shall have the right to request (by e-mail) from the Supplier:

(a) a copy of the Personal Information about the Customer retained by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and

(b) that the Supplier does not disclose any Personal Information about the Customer for the purpose of direct marketing.

21.10 The Supplier will destroy Personal Information upon the Customer's request (by email) or if it is no longer required unless it is required to fulfill the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.

21.11 The Customer can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.

22. Confidentiality

22.1 The Supplier and the Customer agree to keep confidential any information in relation to the other party that is not in the public domain, including, but not limited to, trade secrets, processes, formulae, accounts, marketing, designs, databases, and all other information held in any form.

23. Compliance with Laws

23.1 The Customer and the Supplier shall comply with the provisions of all statutes, regulations, and bylaws of government, local, and other public authorities that may be applicable to the Services, including any occupational health and safety (OHS) laws relating to building/construction sites and any other relevant safety standards or legislation.

23.2 The Customer shall be responsible for obtaining, at their own expense, all necessary licenses, permits, and approvals required for the Services.

24. Service of Notices

24.1 Any written notice issued under this Contract shall be considered duly given and received:

(a) By delivering the notice personally to the other party;
(b) By leaving the notice at the address specified for the other party in this Contract;
(c) By sending the notice by registered post to the address of the other party as outlined in this Contract;
(d) If transmitted by facsimile to the fax number provided for the other party in this Contract, upon receipt of confirmation of the transmission;

(e) If sent via email to the last known email address of the other party. 24.2 A notice sent by post is deemed to be served at the time when, in the ordinary course of post, it would have been delivered.

25. Trusts

25.1 Should the Customer, at any point during or after entering into this Contract, act as a trustee of any trust ("Trust"), the Customer agrees to the following covenants with the Supplier:

(a) The terms of this Contract extend to all rights of indemnity that the Customer currently or subsequently holds against the Trust and the trust fund;

(b) The Customer possesses complete authority under the Trust to enter into this Contract, and the Trust's provisions do not aim to exclude or diminish the Customer's right of indemnity against the Trust or the trust fund. The Customer will not release this right of indemnity or engage in any action that might jeopardize it;

(c) The Customer shall not, without the written consent of the Supplier (with such consent not to be unreasonably withheld), instigate, allow, or permit any of the following events:

(i) The removal, replacement, or retirement of the Customer as trustee of the Trust;
(ii) Any alteration or variation of the Trust's terms;
(iii) Any advancement or distribution of the Trust's capital; or
(iv) Any resettlement of the trust property.

26. General

26.1 The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of that provision, nor shall it affect the party's right to subsequently enforce the provision. In the event that any provision in these terms and conditions is found to be invalid, void, illegal, or unenforceable, such a determination shall not impact the validity, existence, legality, or enforceability of the remaining provisions.

26.2 These terms and conditions, along with any contract they pertain to, shall be governed by the laws of Victoria, the state in which R & R Scaffolding Pty Ltd. has its principal place of business, and are subject to the jurisdiction of the courts in Victoria.

26.3 Subject to clause 17, R & R Scaffolding Pty Ltd. shall bear 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 from a breach by R & R Scaffolding Pty Ltd. of these terms and conditions.

Alternatively, R & R Scaffolding Pty Ltd.'s liability shall be limited to damages, which under no circumstances shall exceed the Price of the Scaffolding/Labor.

26.4 R & R Scaffolding Pty Ltd. reserves the right to license and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.

26.5 The Customer is not permitted to license or assign without the written approval of R & R Scaffolding Pty Ltd.

26.6 R & R Scaffolding Pty Ltd. may choose to subcontract any part of the Services but shall not be relieved from any liability or obligation under this Contract by doing so. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of R & R Scaffolding Pty Ltd.'s sub-contractors without the authority of R & R Scaffolding Pty Ltd.

26.7 The Customer agrees that R & R Scaffolding Pty Ltd. may amend its general terms and conditions for subsequent future contracts with the Customer by disclosing such changes to the Customer in writing. These changes shall be deemed effective from the date the Customer accepts them, or otherwise at such time as the Customer makes a further request for R & R Scaffolding Pty Ltd. to provide Scaffolding.

26.8 Neither party shall 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 the reasonable control of either party.

26.9 Both parties warrant that they have the power to enter into this Contract, have obtained all necessary authorizations, are not insolvent, and that this Contract creates binding and valid legal obligations on them.

Please note that a larger print version of these terms and conditions is available from the Supplier on request