

1.0 FIXED QUOTE CONDITIONS

- 1.1. A cutting charge of \$60.00 (ex. GST) applies to all cut cable lengths.
- 1.2. Lead times must be confirmed by Core Cables Australia Pty Ltd and approved by the customer at the time of order placement.
- 1.3. Quoted prices are valid for 14 days from the date of quotation. Core Cables reserves the right to reject expired quotes and reissue pricing if copper, freight, or other costs have changed.
- 1.4. Prices are based on the full supply of quoted quantities. Core Cables reserves the right to revise pricing if quantities change.
- 1.5. GST will be charged at 10%.
- 1.6. Quotation is subject to an approved credit account.
- 1.7. Please provide the quote number when placing an order.
- 1.8. Olex standard terms and conditions apply.
- 1.9. Customer purchase order terms are not accepted unless agreed in writing prior to order placement.
- 1.10. Cable lengths supplied may vary within a -2%/+4% tolerance. Customers must consider this when ordering.

2.0 TERMS AND CONDITIONS OF QUOTATION

- 2.1. The General Terms and Conditions of Trade apply to all supply, overriding any purchase conditions from the Customer unless previously agreed in writing.
- 2.2. A quotation does not constitute an offer to sell. An agreement is only formed when Core Cables Australia Pty Ltd submits an order acknowledgement.
- 2.3. Prices exclude sales tax, GST, and freight/logistics unless otherwise stated. All prices include standard packaging.
- 2.4. All prices are subject to change based on copper price fluctuations and logistics adjustments unless otherwise agreed.
- 2.5. If market conditions change unforeseeably during the agreement, causing hardship to Core Cables, the Customer agrees to meet and revise terms fairly.
- 2.6. Cable lengths may vary within a -2%/+4% tolerance. Customers must consider this when ordering. Core Cables reserves the right to invoice for the actual length supplied.
- 2.7. Customers are responsible for any third-party loss or damage due to improper storage or handling after delivery.
- 2.8. Unless otherwise agreed, Core Cables will choose the delivery method. Delivery to the Customer's premises is at the Customer's risk and cost. Any delivery dates are indicative only.

3.0 GENERAL TERMS AND CONDITIONS OF TRADE

- 3.1. **Payment:** a) Payment shall be made by cash, Bank Transfer or EFTPOS, without deduction and within the credit period stipulated in each invoice or statement. If no credit period is stipulated, payment shall be made within 30 days from the date of invoice. b) The Customer agrees to pay an administration fee of 2.7%(+GST) as the liquidated processing cost on credit card payments and/or on payments made outside the credit period stipulated in each invoice or statement.

3.2. **Interest:** Interest shall be charged on overdue accounts at the Penalty Interest Rates Act 1983 (NSW) Interest rate plus 2%.

3.3. **Property:** a) The Customer agrees that these Terms constitute a "security agreement" for the purposes of the Personal Property Securities Act 2009 (Cth) ["PPSA"], that Core Cables Australia Pty Ltd has and/or will have a "security interest" in respect of all goods and/or services whether present or after acquired for the purposes of the PPSA and that PPSA Sections 125, 130, 132(3)(d), 132(4), 135 & 157 shall not apply to any such security interest. b) Property in goods shall not pass until payment in full of all monies owed by the Customer. c) Core Cables Australia Pty Ltd reserves the right to take possession and dispose of goods as it sees fit at any time until full payment. The Customer grants permission to Core Cables Australia Pty Ltd to enter any property where any goods are stored with force if necessary. d) Immediately on delivery the Customer accepts liability for the safe custody of goods and indemnifies Core Cables Australia Pty Ltd for any related losses. e) Until payment in full the Customer agrees: (i) to keep all goods unpaid for as fiduciary for Core Cables Australia Pty Ltd and store all goods in a manner which shows Core Cables Australia Pty Ltd as owner; (ii) to only sell goods in the usual course of its business on the basis that all proceeds are held in trust for Core Cables Australia Pty Ltd; and (iii) that sale on terms, for less than cost and/or to a related entity of the Customer shall not be "in the usual course". f) Without derogating from any rights of Core Cables Australia Pty Ltd as a creditor or under these Terms if goods are used in any construction, fabrication, manufacturing and/or other process ["the Process"] which results in an entitlement of the Customer to receive money from any other person the Customer agrees to hold such part of any monies received by the Customer (or the corresponding book debt owed to the Customer in respect of those monies) as is equivalent to the value of any goods used in the Process as invoiced to the Customer by Core Cables Australia Pty Ltd UPON TRUST for Core Cables Australia Pty Ltd until payment in full for those goods and all monies owed to Core Cables Australia Pty Ltd. g) Nothing in this clause is intended to create a charge and this clause shall be read down to the extent necessary to avoid creating any charge. h) The Customer agrees a certificate signed by an officer of Core Cables Australia Pty Ltd and stating certain facts for the purposes of this clause shall be conclusive evidence of each fact stated.

3.4. **Consumer Guarantees & ACL:** The Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) ["ACL"] provides consumers with certain consumer guarantees and rights in relation to certain transactions concerning goods and/or services (see www.consumerlaw.gov.au). Any rights the Customer may have under the ACL shall apply notwithstanding any inconsistent provisions in these Terms which shall be read down to the extent necessary to comply with the ACL and which shall otherwise apply to the fullest extent legally permissible.

3.5. Limitation of Liability:

- 3.10.1. To the extent permitted by law all terms and warranties which would otherwise be implied under the Competition and Consumer Act 2010 (Cth) or any other applicable statute, the common law, equity, trade, custom, usage or otherwise in relation to the goods or in connection with the contract are expressly excluded.
- 3.10.2. a) subject to clause 3.5.2 (b) and (c), to the extent permitted by law, Core Cables Australia Pty Ltd's liability to the Customer (whether arising under these Terms, any contract, in tort, at law, in equity or otherwise) shall be limited to one of the following, as determined by Core Cables Australia Pty Ltd: (i) replacement of goods or the supply of equivalent goods; or (ii) payment of the costs of replacing the goods or of purchasing equivalent goods b) the limitation in clause 3.5.2(a) does not apply to claims in respect of personal injury to, illness or death of any persons; c) despite any other provision of these Terms, to the extent permitted by law, Core Cables Australia Pty Ltd has no liability to the Customer

nor will the Customer be entitled to make any claim against Core Cables Australia Pty Ltd in respect of Consequential Loss incurred or sustained by the Customer (whether arising under these Terms, any contract, in tort, at law, in equity or otherwise). Consequential Loss means: any loss of use, data, profit, bonus, production, income, business, anticipated savings or reputation; increased project cost; loss of an economic or financial nature; and special, indirect, incidental or consequential loss, whether such loss arises directly or indirectly d) this clause 3.5.2 shall survive termination or expiry of the contract.

- 3.10.3. Core Cables Australia Pty Ltd is not liable for any loss or damage incurred by the Customer or a third party where, after delivery, the goods are damaged due to weather or storage conditions or damaged in any other circumstance.

3.6. Cancellations and Returns:

- 3.10.1. The Customer may not: a) terminate an order; or b) reduce the quantity of goods to be supplied under an order; or c) direct Core Cables Australia Pty Ltd to delay the date for delivery of the goods under an order, without Core Cables Australia Pty Ltd written consent, which consent may be withheld in Core Cables Australia Pty Ltd discretion.
- 3.10.2. Any request from the Customer to terminate the order or vary the order as described in clause 6.1 shall be in writing and shall not be effective until the date on which Core Cables Australia Pty Ltd gives consent (unless an earlier date is otherwise agreed).
- 3.10.3. If an order is terminated or the quantity of the goods to be supplied is reduced, the Customer shall pay Core Cables Australia Pty Ltd reasonable and proper charges which shall include: a) a portion of the price reflecting the amount of work completed up to the date on which the termination (or variation) takes effect; b) any incurred or committed costs incurred by Core Cables Australia Pty Ltd; c) additional expenses incurred by reason of termination (or variation) of Core Cables Australia Pty Ltd agreements with its suppliers and subcontractors, including but not limited to, the financing costs related to raw materials in inventory; and d) as liquidated damages: (i) an amount equal to the negative difference, if any, between the value of the metal content of the goods calculated using the London Metals Exchange rate referred to in the quote or the purchase order as the case may be, and the value of the metal content calculated using the official London Metals Exchange rate (i.e. for immediate delivery on the same date) on the date on which the termination or variation becomes effective, of if the quote or the purchase order makes no reference to an applicable rate for the determination of the value of the metal content, an amount equal to the negative difference, if any, between the value of the metal content of the goods determined using the official London Metals Exchange case rate prevailing on the effective date of the purchase order and the value of the metal content of the goods determined using the official London Metals Exchange case rate prevailing on the date on which the termination or variation becomes effective; and, if the price in the purchase order is not in US dollars, (ii) an amount equal to the negative difference, if any, between the value of the metal content of the goods as determined in 6.3(d)(i) converted from US dollars into Australian Dollars as per the exchange rate prevailing on the effective date of the purchase order and the value of the metal content of the goods as determined in 6.3(d)(i) above converted from US dollars into Australian Dollars currency as per the exchange rate prevailing on the date on which the termination or variation becomes effective.
- 3.10.4. The entitlement to payment described in clause 6.3 is in addition to and without prejudice to Core Cables Australia Pty Ltd other rights.
- 3.10.5. If the date for delivery of the goods is postponed for the Customer's convenience under clause 6.1 or is extended due to any other cause of delay attributable to the Customer, Core Cables Australia Pty Ltd shall be entitled to payment of the following amounts: a) the amount which Core Cables Australia Pty

Ltd would have been entitled to claim on delivery; b) reasonable storage and handling costs for the goods (if applicable); and c) any additional expenses incurred by reason of the delay in delivery, including but not limited to, the financing costs related to raw materials in inventory or rolling over forward purchase of metal.

- 3.10.6. Core Cables Australia Pty Ltd may render: a) an invoice under clause 6.5 on the initial date for delivery; and b) invoices for storage, handling costs and additional expenses progressively each month as such costs are incurred.
- 3.10.7. Where the date for delivery of goods is postponed or extended as described in clause 6.5, the warranty period for the goods shall commence as if delivery had taken place on the initial date for delivery (unless otherwise agreed in writing).
- 3.10.8. The Customer agrees to pay Core Cables Australia Pty Ltd on request a restocking fee of 15% of the gross value of all returns.

3.7. Quotations: The Customer agrees that: a) quotations must be in writing; b) Core Cables Australia Pty Ltd shall not be bound by any quotation if an order is not placed within 14 days from the date of quotation; c) Core Cables Australia Pty Ltd may prior to receipt of any order amend any quotation and notify the Customer accordingly without ramification; d) Core Cables Australia Pty Ltd shall not be bound by any quotation if it forms the view that the subject matter of the quotation is to form part of a larger transaction or series of transactions with the Customer and if Core Cables Australia Pty Ltd also forms the view that those circumstances have substantially and/or materially changed; e) the Customer shall pay any additional charges Core Cables Australia Pty Ltd levies for holding any goods referred to in any quotation pending placement of an order.

3.8. Placement of Orders: The Customer agrees that: a) Core Cables Australia Pty Ltd has the right to charge any Freight / logistics fees to the orders placed by the customer at its own discretion. All Freight / Logistic charges will be agreed to in writing and be written on the invoice/quote and accepted by the customer prior to placement of orders. b) a cutting fee of \$60.00 ex GST per cut will be incurred when a non-standard pack length is Ordered c) the logistics fee and cutting fee will be agreed to by the customer prior to any orders being placed. These fees will be issues to the customer by Core Cables Australia Pty Ltd at the time of quotation) each order placed shall be and be deemed to be a representation by the Customer made at the time that it is solvent and able to pay all of its debts as and when they fall due; e) when placing any order the Customer shall inform Core Cables Australia Pty Ltd of any facts which might reasonably affect acceptance of the order by Core Cables Australia Pty Ltd and/or any grant of credit and any failure to do so by or on behalf of the Customer shall be deemed to create an inequality of bargaining position, be deemed to constitute the taking of an unfair advantage of Core Cables Australia Pty Ltd and to be unconscionable, misleading and deceptive.

3.9. Supply and Delivery: a) Core Cables Australia Pty Ltd has the rights to supply goods by instalments and/or withhold or cancel supply without ramification where: (i) the Customer is in breach of these Terms b) The Customer agrees that: (i) the Customer shall be deemed to have accepted delivery, risk and liability for goods on the earlier of collection of goods by the Customer, delivery of the goods to the Customer or supply of goods to a carrier for delivery to the Customer; (ii) a certificate purporting to be signed by an officer of Core Cables Australia confirming delivery shall be conclusive evidence of delivery as shall any signed delivery docket; and (iii) Core Cables Australia Pty Ltd shall not be liable for delay, failure or inability to deliver any goods. c) The Customer agrees: (i) to pay for so much of any forward order as Core Cables Australia invoices from time to time; (ii) that no delay or failure to fulfil any part of any order shall entitle the Customer to cancel or vary any order or delay or reduce any payment; and (iii) to pay Core

Cables Australia Pty Ltd for any demurrage or other costs and expenses in handling and/or holding any goods once ready for delivery and/or collection; and d) Core Cables Australia Pty Ltd warrants that lengths supplied will fall within the range -2/+ 4% of the ordered length or the standard pack length, whichever is applicable. The Customer is responsible for taking this tolerance into account when ordering. Core Cables Australia Pty Ltd reserves the right to invoice the Customer for the exact length supplied and the Customer shall be liable to pay the amount invoiced.

3.10. Warranty:

- 3.10.1. Core Cables Australia warrants the goods to be free of Defects (Defect or Defects means any defect of workmanship or materials which is not in accordance with the specification described in the purchase order or other requirements of these Terms) for a period of twelve (12) months from the date of dispatch.
- 3.10.2. Warranties set forth in this article are in lieu of any warranty of merchantability or fitness for a particular purpose, and any other warranties whether express or implied, in fact or by law which are excluded, save for the implied warranties of Purchaser's title, its right to transfer the Products and the freedom thereof from encumbrance.
- 3.10.3. Core Cables Australia Pty Ltd further warrants that the Products will have passed those performance tests stated by the Australian standards, if any, called for in the applicable specifications. If such performance test or tests are specified but, for reasons beyond the control of Core Cables Australis Pty Ltd, are not completed within one (1) year after the delivery of the Products or sixty (60) days after the Products are first put into operation, whichever shall first occur, the Products shall be conclusively deemed to have satisfied this warranty and all liability of Core Cables Australia Pty Ltd therefor shall terminate.
- 3.10.4. During the warranty period the Customer may give Core Cables Australia Pty Ltd a notice identifying a Defect in the goods. The defective goods shall be preserved intact and made available for inspection by Core Cables Australia Pty Ltd. Within a reasonable period of receipt of the notice Core Cables Australia Pty Ltd may, as its option: a) replace the goods or supply equivalent goods; or b) pay the cost of replacing the goods or purchasing equivalent goods.
- 3.10.5. On written request from Core Cables Australia Pty Ltd, goods which have been replaced pursuant to clause 10.2 shall be made available to Core Cables Australia Pty Ltd and shall be the property of Core Cables Australia Pty Ltd.
- 3.10.6. No goods may be returned to Core Cables Australia Pty Ltd without the prior written consent by Core Cables Australia Pty Ltd. If goods are returned without the prior written consent of Core Cables Australia Pty Ltd, Core Cables Australia Pty Ltd may return those goods to the Customer at the Customer's expense and risk.
- 3.10.7. Despite any other provision of these Terms, to the extent permitted by law Core Cables Australia Pty Ltd has no liability to the Customer nor will the Customer be entitled to make any claim against Core Cables Australia Pty Ltd for loss and damage incurred or sustained by the Customer arising out of or in connection with any Defect, including the cost of rectification of Defects, searching for the cause of any Defect, dismantling, removal, transport, repair, reinstallation, retesting and similar costs (whether arising under these Terms, any contract, in tort, at law, in equity or otherwise).
- 3.10.8. Clause 10.5 shall survive termination or expiry of any contract with the Customer.
- 3.10.9. The Customer agrees that no warranty is given under clause 10.1 in respect of Defects caused by: a) failure to handle, store, install, maintain or repair the goods in an appropriate manner after delivery; b) failure to use the goods in the manner for which they were designed; c) normal wear and tear; and d) alterations to the goods made without the prior written consent of Core Cables Australia Pty Ltd. Exclusions: No dealing between Core Cables Australia Pty and the Customer shall be or be

deemed to be a sale by sample; a) the Customer shall rely on its own knowledge and expertise in selecting any goods and/or services for any purpose. b) all goods are sold subject to all applicable trading terms, warranties and representations of the manufacturer; d) Core Cables Australia Pty Ltd shall not be responsible nor liable for paying and/or obtaining any necessary judicial, statutory, government and/or utility fees, expenses, orders, approvals, permits and/or licenses; e) Core Cables Australia Pty Ltd shall not be liable for any goods and/or services: (i) made or performed to designs, drawings, specifications and/or procedures etc. and/or with materials which are provided and/or approved (whether fully or in part) by or on behalf of the Customer; (ii) utilised, stored, handled and/or maintained incorrectly or inappropriately; and/or (iii) manufactured and/or supplied by any other party; and f) the Customer agrees to: (i) check all goods for compliance with all applicable laws, standards and/or guidelines before use, on-sale and/or application; (ii) comply with all applicable laws, standards and/or guidelines and with all recommendations and/or directions made and/or given by Core Cables Australia Pty Ltd and/or and (iii) act in accordance with good practice at all times.

3.11. Default: a) On default or breach of any part of these Terms by the Customer the full balance of all unpaid monies shall be deemed by this clause to be immediately due and payable (save to the extent that Core Cables Australia Pty Ltd expressly directs otherwise in writing) and Core Cables Australia Pty Ltd may inter alia terminate any contract, retain all monies paid, cease further deliveries and/or provision of services, recover all lost profits and/or at its discretion take immediate possession of any goods not paid for without prejudice to any other rights and without being liable in any way to any party. b) The Customer agrees not to commence or continue or permit to be commenced or continued through it any suit or action against Core Cables Australia Pty Ltd while the Customer is in default under any part of these Terms or in any of its dealings with Core Cables Australia Pty Ltd. c) The Customer agrees to indemnify Core Cables Australia Pty Ltd for all fees and expenses payable to solicitors, mercantile agents and other parties acting on behalf of Core Cables Australia Pty Ltd in respect of anything instituted or being considered against the Customer whether for debt, possession of any goods or otherwise (including all legal costs on an indemnity basis). d) Core Cables Australia Pty Ltd may apply any payment in reduction of fees, interest and/or any principal debt in such order of priority as Core Cables Australia Pty Ltd in its discretion deems appropriate. e) The Customer irrevocably authorises the payment directly to Core Cables Australia Pty Ltd of any debt due to the Customer by any debtor of the Customer in reduction of any amount due to Core Cables Australia Pty Ltd under these Terms or otherwise.

3.12. Indemnity: The Customer indemnifies Core Cables Australia Pty Ltd against all loss, liability, cost (including legal costs on a full indemnity basis) and expense incurred by Core Cables Australia Pty Ltd: a) in connection with any act or omission of the Customer including, but not limited to, negligence of the Customer or any unauthorised representation made or warranty given by the Customer in connection with the goods; or b) as a result of any claim made or action brought in connection with the goods or their use, other than a claim or action brought by the Customer under these conditions or a condition or warranty implied by law which is not excluded by these conditions.

3.13. Intellectual Property: a) the Customer agrees that all intellectual property in the creation of any goods and/or services shall be and remain the property of Core Cables Australia Pty Ltd notwithstanding any contribution by the Customer; b) Core Cables Australia Pty Ltd hereby grants the Customer a license to use such intellectual property as is necessary to install, use and/or dispose of the goods. Such license is non-transferrable and may be terminated by Core Cables Australia Pty Ltd by written notice.

- 3.14. **Other Terms and Conditions:** No terms and conditions sought to be imposed by the Customer upon Core Cables Australia Pty Ltd shall apply.
- 3.15. **Jurisdiction:** The Customer agrees that these Terms and any claim or dispute between Core Cables Australia Pty Ltd and the Customer shall be governed by the law applicable in the State nominated by Core Cables Australia Pty Ltd and the Customer agrees to submit to the jurisdiction of the appropriate Court of the state of NSW.
- 3.16. **Credit Limit:** Any account credit limits is an indication only of the intention of Core Cables Australia Pty Ltd. Core Cables Pty Ltd has the right to vary or withdraw any credit at any time at its discretion and without any liability to the Customer or any other party. Upon breach of any of these Terms all monies owing by the Customer shall become immediately due and payable. The total cost owing by the customer will have to be paid in which ever a the two occurs first a) Account limit is over approved amount b) Account is not paid within 30 days
- 3.17. **Waiver:** An election by Core Cables Australia Pty Ltd not to exercise any rights on any breach of these Terms shall not constitute a waiver of any rights relating to any other breach.
- 3.18. **Security for Payment:** The Customer hereby grants to Core Cables Australia Pty Ltd a general lien over all property of the Customer until payment in full of all monies owing to Core Cables Australia Pty Ltd.
- 3.19. **Force Majeure:** (circumstances that prevent someone from fulfilling a contract) Core Cables Australia Pty Ltd shall not be in default or in breach of these Terms or any contract with the Customer as a result of Force Majeure including without limitation, fire, flood, strikes, labour troubles or other industrial disturbances, embargoes, or governmental or administrative decisions.
- 3.20. **Insolvency:** The Customer shall be in default of these Terms if it commits an act of insolvency including any judgment for payment of money, deemed insolvency under the Corporations Act 2001 (Cth) ["the Act"] or any appointment over any of the assets or undertakings of the Customer under the Act or any security.
- 3.21. **Containers, Pallets and Packaging:** Unless otherwise agreed in writing: a) any Steel/ Plastic / Timber drums provided by Core Cables Australia Pty Ltd will be the sole responsibility of the customer to dispose of. b) Unless otherwise agreed in writing any Timber or Plastic Pallets provided by Core Cables Australia Pty Ltd will be the sole responsibility of the customer to dispose of.
- 3.22. **Severability:** Any part of these Terms shall be capable of severance without affecting any other part of these Terms.
- 3.23. **Assignment:** The Customer may not assign its rights or obligations under these Terms without Core Cables Australia prior written consent, which Core Cables Australia Pty Ltd may give or refuse in its sole discretion.
- 3.24. **Inspection, Testing and Compliance of Goods:** a) orders for goods which must comply with any standards must specify the standards at the time of order; b) any tests and/or certifications required by the Customer on the goods must be specified at the time of order and shall be at the Customer's costs; and c) all tests and inspections shall be conducted by Core Cables Australia Pty Ltd at the site it deems

appropriate.

3.25. **Errors and Omissions:** Any errors and/or omissions from Core Cables Australia Pty Ltd documents, including by not limited to price lists, catalogues, quotes, delivery dockets, invoices, statements and or credit notes shall be subject to correction by Core Cables Australia Pty Ltd without consequence and shall not entitle the Customer to a variation in price, or to cancel or alter any order, or fail to comply with these Terms.

3.26. **Installation:** Any quotation supplied by Core Cables Australia Pty Ltd is on a supply-only basis.