

CONDITIONS OF QUOTATION & SUPPLY

These Conditions of Quotation & Supply do not apply where Knauf (trading as Knauf Linings) is supplying and installing Goods for the Customer.

1. DEFINITIONS

"Additional Charges" means any additional charges specified in Knauf's National Delivery and Service Charges available at https://www.knaufapac.com/en_au/legal/service-and-delivery.html or as otherwise notified to the Customer, current at the time the charge is incurred. **"Australian Consumer Law"** means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*. **"Customer"** means the customer named in the quotation, and if no customer is named, the customer to whom the Goods Services are supplied. **"Conditions"** means these conditions of quotation & supply and any additional matters prescribed in the quotation. **"Consequential Loss"** means loss of expected savings, loss of use, loss of opportunity, loss of profit or anticipated profit, loss of revenue, increased financing costs, increased expenses, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise. **"Goods & Services"** means the products and services to be supplied as specified in the quotation or any order, or alternate products and services that meet equivalent or higher functional characteristics as referred to in clause 6. **"Includes"** or **"including"** means includes or including without limitation. **"Knauf"** means Knauf Gypsum Pty Ltd (ACN 004 231 976). **"Loss"** means any expense, cost or damage of any kind but excludes Consequential Loss and fines or penalty imposed by a statutory or other authority. **"Product Warranties"** means any manufacturer warranties expressly applicable to the Goods. **"Rates"** means the unit rate(s) specified in the quotation, or otherwise used to calculate the prices for supply, and if appropriate delivery charges. **"Site"** means the Customer's delivery address specified in the quotation.

2. AGREEMENT

Except to the extent otherwise expressly agreed in writing between the parties, these Conditions (and the credit application completed by the Customer (and credit guarantee, if applicable) and any Product Warranties govern the entire relationship between Knauf and the Customer in connection with the Goods & Services and will prevail over any other document (including purchase order terms or procurement terms provided by the Customer) from time to time. To the extent of any inconsistency between the credit application, the credit guarantees, the Product Warranties and these Conditions, these Conditions prevail to the extent permitted by law. The Customer acknowledges that it has not relied on any representation which is not set out in these Conditions. Once the Customer has accepted the offer, the Conditions may only be varied by both parties agreement in writing.

3. VALIDITY

A quotation is an offer open to acceptance by the Customer within 30 days from the date of the quotation. The Customer's requested delivery date must be within 14 days of the date of acceptance. The offer is made subject to the Customer meeting Knauf's credit approval requirements. The Customer's written or verbal order to commence the supply of the Goods & Services constitutes acceptance of the offer.

4. POINT OF SUPPLY

Unless otherwise agreed, supply is based on: (a) the Goods & Services being available from Knauf's point of supply as specified in the quotation; and (b) all of the Goods & Services being picked up by the Customer in one (1) visit within Knauf's normal hours for the point of supply or one (1) visit to one (1) Site, if Knauf has agreed to ship the Goods. Supply of Goods & Services from other locations, multiple (or futile) deliveries and/or supply outside normal hours, may incur Additional Charges.

5. PRODUCT APPEARANCE

Products of a particular product name or trade description supplied as part of the Goods & Services may vary as to appearance, including colour and other characteristics, and subject to clauses 20 and 21, Knauf disclaims any liability with respect to such variations. Without limiting the preceding sentence, if the Customer wishes to match the characteristics of any products supplied then the Customer must purchase sufficient quantities of that product to complete such work in a single order to allow the Customer to select and match the product.

6. PRODUCT SUBSTITUTION

Knauf may supply as part of the Goods & Services products with a different product name or trade description (including products manufactured by a third party) if the alternate products meet equivalent or higher functional characteristics to the products originally specified and are supplied at the same Rates.

7. HANDLING AND STORAGE OF GOODS

Knauf is not responsible for any damage caused to the Goods resulting from any failure by the Customer to keep the Goods dry and fully protected from the weather, including to exposing the Goods to direct sunlight, excessive heat, moisture or humidity.

8. PRODUCT INSTALLATION

The Customer is responsible for installation of the Goods. Knauf is not responsible in any way for any claims resulting from the installation of the Goods by the Customer.

9. DELIVERY

(a) Knauf will use reasonable endeavours to supply Goods & Services in accordance with the Customer's requested delivery date but does not guarantee that it will be able to do so and will not be liable for any Loss arising from delay. (b) The Customer will pick up the Goods from Knauf's premises, unless Knauf has expressly agreed to ship the Goods. The Customer must comply with all applicable procedures relating to entering Knauf's premises when picking up the Goods. If Knauf has agreed to ship the Goods, the Customer is responsible for ensuring safe, adequate and timely access to the Site and must notify Knauf prior to delivery of any obstacles, risks or peculiarities in relation to the Site including whether the Site or its approach has a gradient greater than approx. 8% or surfaces which are non-trafficable for delivery vehicles. The driver making any delivery may refuse to complete the delivery if not satisfied with the access. Making a delivery shall not constitute an assessment of the safety of the Site and in no way relieves the Customer of its obligations to provide safe and adequate access. The Customer may incur Additional Charges for futile deliveries. (c) Prior to loading the Goods or, if Knauf has agreed to ship the Goods to the Site, prior to unloading the Goods (or within 24 hours if the Site is unattended), the Customer shall inspect the Goods to ensure

that the correct quantity has been supplied and that the Goods are not physically damaged and immediately notify Knauf of any shortfall or physically damaged Goods.

10. PALLETS AND CRATING

Charges for pallets and crating will be credited if they are returned to Knauf in good order within 90 days of delivery.

11. PAYMENT

Once the Customer has accepted the offer, the Customer must pay for the Goods & Services supplied or to be supplied at the Rates, without any retention or set-off, prior to delivery (or later payment date agreed under an approved credit application) using payment options acceptable to Knauf from time to time. The Customer acknowledges that Additional Charges may apply as set out in the Conditions. If the Goods & Services do not comply with these Conditions then the Customer will notify Knauf immediately on becoming aware and provide sufficient particulars to enable Knauf to review the evidence provided. Knauf does not accept cash.

12. TAXES & OTHER GOVERNMENT CHARGES

(a) The prices quoted do not include any statutory or Government charges. The Customer must pay any such charges or any other tax (other than income tax) that becomes applicable to the Goods & Services. (b) If Knauf has any liability to pay the Goods and Services Tax ("GST") on the Goods & Services to the Customer, the Customer must pay to Knauf an amount equivalent to the GST liability at the same time as the consideration is paid for the Goods & Services (unless the consideration for that supply is expressed specifically to be GST inclusive).

13. CANCELLATION OF ORDERS & RETURN OF GOODS

(a) If Knauf does not supply the Goods & Services within 14 days after the Customer's requested delivery date, the Customer may cancel the order prior to delivery unless the Goods are made to order for the Customer or acquired by Knauf from a third party specifically to supply to the Customer ("Customer Specific Goods"). (b) Orders for Customer Specific Goods that are not picked up within 28 days of being made available, will be deemed cancelled by the Customer and the Customer will be charged for those Goods and their subsequent disposal (if required). (c) Any other orders cancelled by the Customer less than 24 hours before, or three (3) working days after, the Customer's requested delivery date will incur Additional Charges. (d) Unless the Goods are returned in accordance with a Product Warranty, the Australian Consumer Law or clause 9, Knauf may in its discretion: (a) accept or refuse the return of the Goods by the Customer; and (b) if Knauf accepts the return of the Goods, the Customer will incur Additional Charges.

14. FORCE MAJEURE

(a) A party ("Impacted Party") shall not be liable in any way for any failure to perform or delay in performing its obligations under these Conditions (other than an obligation to make payment to the other party) or from any additional costs incurred by the other party where such failure, delay or costs occur by reason of restrictions of Government or other statutory authorities, wars, fires, epidemics or pandemics, failure or fluctuation in any energy supply, storm, flood, earthquake, accident, strikes, lockouts, bans or other labour or industrial dispute or disturbance (including relating only to an Impacted Party's employees), plant breakdown, materials or labour shortage, the change or introduction of any law or regulation, an act or omission of any supplier or other third party or any failure of any equipment owned or operated by them or any cause beyond the reasonable control of the Impacted Party. (b) The Impacted Party's obligations under these Conditions will be suspended to the extent that the Impacted Party is wholly or partially precluded from complying with its obligations under these Conditions by any event referred to in paragraph (a). (c) Nothing in these Conditions requires Knauf to settle any labour or industrial dispute or disturbance within a particular timeframe or on terms not acceptable to Knauf in its absolute discretion.

15. INFORMATION & IP

(a) The Customer agrees that: i) it must provide all relevant information (including all specifications relating to the Goods & Services, details relating to the Site, and other matters that may affect Knauf's ability to complete the Goods & Services) to Knauf to enable Knauf to supply / perform the Goods & Services; and ii) Knauf in giving this quotation has relied upon the accuracy and completeness of such information, and the Customer warrants to Knauf the accuracy and completeness of all information supplied. (b) If Knauf has provided the Customer with any information (including any design services or other advice) in connection with the Goods & Services, the Customer acknowledges that it has formed its own opinion as to the correctness or otherwise of the information and has not and will not rely on Knauf in respect of such information. (c) All intellectual property of Knauf, including any developed during the course of supply / performance of the Goods & Services, remains the sole property of Knauf and no license, right or other interest of any kind in respect of such intellectual property is granted, created or transferred to the Customer.

16. RISK AND TITLE

Risk in relation to any Goods passes to the Customer on delivery of the Goods. Property in the Goods shall not pass to the Customer until Knauf has been paid in full.

17. RIGHT TO REPOSSESS

Knauf may retake Goods which remain its property and may enter the Customer's premises or any other place where the Goods may be to do so if the Customer: (a) commences to be wound up or placed under official management or a receiver is appointed or an embargor takes possession of its undertaking or any part of its property; (b) becomes insolvent or bankrupt or commits an act of bankruptcy or makes an assignment for the benefit of a creditor; or (c) fails to pay any amounts with respect to the Goods & Services when those amounts are due and payable.

18. SAFETY

(a) Recommended precautions for safety and first aid in relation to the Goods are as set out on packaging, in Material Safety Data Sheets and in Knauf's technical literature. (b) The Customer agrees that it has appraised itself of the risks in relation to the Goods, and that it will take appropriate safety precautions and training of its personnel. (c) The Customer will take all reasonable steps requested by Knauf in relation to any product recall or other safety related directions. (d) Material Safety Data Sheets and Knauf's

technical literature is available at https://www.knaufapac.com/en_au/product-resources-and-tools-from-knauf/resources/document-finder.html.

19. EXCLUSION OF IMPLIED TERMS

The Customer may have the benefit of consumer guarantees under the Australian Consumer Law. Otherwise, to the maximum extent permitted by law, all terms, conditions or warranties that would be implied into these Conditions or in connection with the supply of any Goods or Services by Knauf under law or statute or custom or international convention are excluded.

20. LIMITATION OF LIABILITY

To the maximum extent permitted by law and subject to clauses 19 and 21, Knauf's total liability arising out of or in connection with its performance of its obligations pursuant to these Conditions or arising out of or in connection with the supply of specific Goods or Services (including pursuant to or for breach of these Conditions or repudiation thereof, under statute, in equity or for tort, including negligent acts or omissions) is limited as follows: (a) Knauf shall have no liability to the Customer for any Consequential Loss; (b) Knauf's total aggregate liability for Loss, however arising, shall not exceed the GST exclusive aggregate price paid by the Customer to Knauf for the specific Goods or Services that gave rise to the Loss in question. The limitations and exclusions in this sub-clause 20 (b) do not apply to the extent that any Loss is directly attributable to: (i) the personal injury or death caused by Knauf's default, breach of these Conditions or negligence; or (ii) fraud by Knauf. Each party must take reasonable steps to mitigate any Loss it suffers or incurs.

21. LIMITATION OF LIABILITY UNDER CONSUMER LAW GUARANTEES

To the extent that Goods supplied by Knauf are not goods of a kind ordinarily acquired for personal, domestic or household use and the Customer is deemed to be a consumer for the purposes of section 64A of the Australian Consumer Law, the Customer agrees that Knauf's liability for a failure to comply with a consumer guarantee that the Customer may have a benefit under the Australian Consumer Law (other than a guarantee under ss 51 (title), 52 (undisturbed possession) and 53 (undisclosed securities)), is limited to, at the option of Knauf, one or more of the following: (a) replacement of the goods or the supply of equivalent goods; (b) the repair of the goods; (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (d) the payment of the cost of having the goods repaired.

To the extent that Services supplied by Knauf are services other than services of a kind ordinarily acquired for personal, domestic or household use or consumption, Knauf's liability for failure to comply with a consumer guarantee that the Customer may have the benefit of is limited to, at the option of Knauf: (a) the supply of the Services again; or (b) the payment of the cost of having the Services supplied again.

22. ANTI BRIBERY AND CORRUPTION

Knauf has a strong anti-bribery and corruption policy. The Customer must adhere to applicable anti-bribery and anti-corruption laws and must not engage in active or passive bribery or corruption.

23. PRIVACY, USE AND DISCLOSURE OF INFORMATION

(a) Knauf complies with the privacy principles imposed by law in relation to the collection and disclosure of personal information regarding individuals. For further information on the way Knauf manages personal information, refer to Knauf's Privacy Policy available at https://www.knaufapac.com/en_au/legal/privacy-policy.html. (b) Without limiting Knauf's Privacy Policy, Knauf collects personal information directly from an individual where reasonable and practical. Knauf may also collect such information from other sources, including other entities who provide services to Knauf, publicly available sources of information and Knauf's Associated Entities (as defined in the *Corporations Act 2001 (Cth)*). Knauf discloses personal information to third parties in limited circumstances, such as credit providers and credit reporting agencies, Knauf's professional advisers, government and regulatory authorities, Knauf's Associated Entities and business partners, contractors who manage services provided on Knauf's behalf, or who provide services to Knauf, including mailing services, billing and debt recovery functions; customer injury services, marketing, website, data management and technology services and authorised third parties (c) By accepting Goods and Services the Customer expressly permits Knauf and its Associated Entities to use personal information for direct marketing purposes, to issue product and professional mail outs including by email and social media and undertake other marketing or service based activities. and other purposes expressly set Knauf's Privacy Policy. Customers who do not wish to receive any of these materials, can contact Knauf MarketingAU@knauf.com to opt out. (c) Knauf may use new technologies from time to time and personal information may be stored outside Australia. However, Knauf will not transfer personal information to a recipient in a foreign country unless it has appropriate protections in place as required by the relevant privacy laws. (d) The Customer consents to Knauf using telephony call monitoring and recording systems to monitor and/or record incoming and outgoing business calls for training and quality purposes.

24. GENERAL

(Severance) Any provision of these Conditions which is unenforceable or partly unenforceable is, where possible, to be read down so as to be enforceable, and if it cannot be read down, severed to the extent necessary to make these Conditions enforceable, unless this would materially change the intended effect of these Conditions.

(Waiver) A waiver of any right must be in writing signed by the party giving the waiver.

(Governing law) These Conditions are governed by the laws of the State or Territory in which the Goods & Services are supplied and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory. Where the Goods & Services are supplied to multiple states or outside Australia, the laws of New South Wales apply and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales. The operation of the United Nations Convention of Contracts for the Sale of International Goods is hereby excluded.