



Terms & Conditions of Trade

v3.1. / Valid From 1st July 2017

Terms & Conditions of Trade

Sustainable Infrastructure Systems (Aust) Pty Ltd
(‘SIS’)

ABN: 61 160 899 703

These are the entire terms and conditions of trade for goods supplied by SIS on or after 1st July, 2017 to customers within Australia or export customers outside Australia (the ‘Customer’).

1. Definitions

Under these terms, unless the context otherwise requires:

- a. ‘SIS’ means Sustainable Infrastructure Systems (Aust) Pty Ltd;
- b. ‘Customer’ means the Customer as specified in the Account Application and any Quotations provided to prospective Customers;
- c. ‘Quotation’ means SIS’s quotation for the supply of the Goods to an existing or prospective customer;
- d. ‘Goods’ means the goods sold and purchased or agreed to be sold and purchased, pursuant to the Quotation;
- e. ‘Order’ means the Customer’s instructions to SIS to supply the Goods, pursuant to Quotation;
- f. ‘Default Event’ means any of the following:
 - i. The customer does not make a payment due to SIS;
 - ii. The customer is unable to pay its debts as and when they fall due (insolvent);
 - iii. The customer ceases or suspends to conduct its business, or threatens to do the same;
 - iv. A resolution passed or proposed or an order made or a summon is presented to wind up the customer;
 - v. A receiver and / or manager or other form of insolvency administrator is appointed over all or part of the customer’s assets;
 - vi. The customer makes or proposes to make any arrangement with its creditors;
 - vii. The customer commits an act of bankruptcy;
 - viii. Execution is levied on any of the customers’ assets.

2. Applications

- a. All orders placed with SIS shall only be accepted subject to these Terms and Conditions of Trade. SIS may at any time, and from time to time, alter these Terms and Conditions and such altered Terms and Conditions of Trade shall apply after notification by SIS to the Customer.

3. Payment, Credit and Prices

- a. The Customer shall pay for the Goods in Australian currency, unless quoted otherwise, at the price specified in the Quotation;
- b. The Customer must pay for all the Goods before the due date stated on the invoices issued by SIS;
- c. The Customer shall pay on order the full amount of the purchase for three consecutive orders prior to a credit application being considered / approved;
- d. If the cost of the Goods is in excess of the Customers Approved Credit Limit, the difference must be paid by the Customer to SIS prior to delivery;
- e. Interest is charged on amounts outstanding after 21 days from due date at 2% per month;
- f. SIS may withdraw any credit or limit the amount of credit extended to the Customer at any time;

- g. The Customer must pay the GST and any other applicable taxes on the Goods;
 - h. All prices shall be those referred to in SIS's price lists and/or arrangements current at the date of invoice and prices shall be subject to change without notice;
 - i. If the total weight or length of any item supplied includes a fraction of a kilogram or metre, the Customer will be invoiced and must pay for the fraction as a whole kilogram or metre;
 - j. If a default event occurs:
 - i. SIS may withhold further deliveries of Goods and/or withdraw any credit facilities; and;
 - ii. All amounts outstanding to SIS by the Customer, even if not otherwise due for payment, become immediately payable.
- c. If the Goods are sold ex – SIS store, the Customer must, at its own cost and risk, collect the Goods within a reasonable time;
 - d. Delivery is complete when the Goods are unloaded from the delivery vehicle. Unloading of the Goods will be at the Customer's cost and risk;
 - e. A Customer representative must be present at the delivery address at the time the Goods are delivered. The representative must sign the delivery advice the driver of the delivery vehicle presents as proof of the delivery;
 - f. SIS may deliver the Goods even if the Customer's representative is not present;
 - g. If SIS fails to deliver a portion of the Goods by the estimated date or to deliver at all, the Customer is not entitled to terminate and refuse delivery of the balance of the Goods;
 - h. SIS shall not incur or be held responsible for any expenses caused by the delay in supply of goods, which are manufactured overseas and shipped to Australia by the third party. All care and responsibility is taken to ensure that goods are delivered on time.

4. Currency Fluctuation

- a. All SIS pricing and quotations are valid for 60 days unless stated otherwise. If the customer accepts an SIS price or quotation, but payment is not made to SIS within 60 days, SIS reserves the right to cover exposure to currency fluctuations. In the event that the Australian Dollar's (AUD) exchange rate with the United States Dollar (USD) falls more than 5% during the period between the expiry of the quote validity and the date of payment, SIS will invoice the Customer for the difference in the exchange rate at the date of payment, using the market USD rate as of the date of payment.

5. Deliveries

- a. SIS will deliver the Goods to the delivery address as specified by the Customer in the order;
- b. The Customer shall pay the cost of delivery unless stated otherwise in the Quotation;

6. Progress Payments for Construction Work

- a. All Construction Work undertaken by SIS on behalf of the Customer shall be governed by the 'Building and Construction Industry Security of Payment Act (1999) NSW';
- b. Under Section 8 of the Building and Construction Industry Security of Payment Act (1999) SIS shall be entitled to receive and recover progress payments in relation to the Goods supplied and/or work carried out on the premises of the Customer, or their agent;

- c. The amount recoverable will be the proportion of Goods supplied and/or work undertaken in accordance with the contract price of the entire project;
- d. Any Goods supplied and / or installed on a construction project which have been fabricated to custom specifications will require payment in full even if the order is cancelled within the 7 day period stated in Clause 9d below.

7. Retention of Title

- a. Title to Goods remains with SIS until the customer pays to SIS all amounts the Customer owes to SIS;
- b. While the Customer retains title to Goods;
 - i. On reasonable notice, SIS may enter premises where the Goods are stored to inspect;
 - ii. The Customer may sell the Goods in the ordinary course at full market value, until a default event occurs;
- c. Until the Customer pays all amounts it owes SIS, the Customer:
 - i. Must store the Goods in a safe and secure manner that identifies them as SIS's goods, distinguishable from other goods in the Customer's possession;
 - ii. Acknowledges that it holds the Goods as SIS's Bailee and that a fiduciary relationship exists with SIS; and the Customer must hold the proceeds from any sales of the Goods on trust for SIS and clearly identify these amounts in accounts;
- d. If a Default Event occurs:
 - i. The Customer's right to sell the Goods immediately terminates; and
 - ii. Without notice to the Customer and without prejudice to any of its other rights, SIS may

recover and/or resell the Goods unpaid for and may enter the Customer's premises by its servants or agents for that purpose. The Customer shall indemnify SIS for all its claims, actions, suits, demands, and other costs or damages to or arising out of such entry.

8. Tolerances

- a. Each SIS invoice shall be prima facie evidence of classification, numbers and measurements of the Goods delivered;
- b. The Goods will be supplied with the tolerances as to quality, dimensions, weight, gauge, chemical composition, physical properties, finish, shearing and degree of flatness specified within SIS data sheets and manuals.

9. Stocking

- a. If the Customer does not collect or accept delivery of the Goods within 30 days of the Goods becoming available for delivery, SIS may:
 - i. Deliver the Goods to the Customer, in which case the delivery will be taken as a delivery pursuant to these terms; or
 - ii. Treat the Customer as having cancelled the Order.
- b. The Customer is aware of moisture trapped between the articles when stored may lead to staining or soiling which is not easily removed. SIS will not be liable for any loss or damage the customer sustains arising out of anything referred to in this paragraph 7 and will not be required to remove any stains or soiling.
- c. If the Customer requests a deferment of delivery of Goods and SIS agrees to defer delivery, the Customer must pay the storage fee SIS specifies.



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