



Birregurra Resources Pty Ltd
Suppliers of fine quality natural resources

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CONDITIONS OF TRADE

These conditions of trade apply to all sales by Birregurra Resources Pty Limited ACN 633 424 432 as trustee of the Birregurra Unit Trust ABN 33 149 607 092 (Birregurra).

Price

The price for materials sold is the price quoted on the Birregurra price list current at the date of delivery or the price quoted by writing or email from Birregurra addressed to the Purchaser within 30 days before delivery.

All prices for materials are exclusive of GST which must be added to and paid with the price.

Payment

All materials must be paid for on delivery unless the Purchaser has a credit account with Birregurra. Application for a credit account must be made on the Credit Application Form.

The Purchaser has no right to credit which is extended in the discretion of Birregurra on a transaction by transaction basis. All sales on credit are must be paid for within 21 days after the end of the calendar month during which the materials were delivered.

If the Purchaser defaults in payment on the due date or ceases to be solvent all monies owed by the Purchaser to Birregurra become immediately due and payable. The Purchaser must pay all costs and expenses incurred by Birregurra as a result of any default by the Purchaser.

The Purchaser may not withhold payment or make any deduction on account of any alleged set-off, counter claim or dispute.

Materials

Reference to the Class of Materials in the price list or a quote is to the crushed rock specifications based on industry practice.

The Purchaser may take a sample of the Materials prior to supply. The Purchaser must inspect Materials on delivery and notify Birregurra in writing within 7 days of any evident shortage, defect, damage, or failure to comply with description or specification. Upon notification Birregurra may inspect the Materials and take a sample. If Materials supplied by Birregurra do not comply in a material respect with the description or specifications of Materials that were agreed to be supplied Birregurra is only liable for the cost of replacing the Materials. Birregurra is not liable for any loss or damage caused or partly caused by the improper use or treatment of the Materials or continued use of the Materials after a defect or failure to comply with description or specification became apparent.

Delivery, Property and Risk

Property and risk in the Materials passes on delivery.

All prices are for supply and delivery between the hours of 7.15 am and 5.00 pm Monday to Friday at the Birregurra Quarry. If Birregurra agrees to deliver to site the Materials will be delivered to the roadside adjacent to the site. If the Purchaser requests delivery off the road reserve the Purchaser must provide safe all-weather access to the point of delivery at the site. Delivery at the Birregurra Quarry will be effective delivery to the Purchaser if received by a driver who claims to represent the Purchaser. Delivery to site will be effective if delivered to or on instructions from a person who has apparent control of the site. Delay in unloading at the site will be charged to the Purchaser at the cost to Birregurra plus 20 per cent.