

STANDARD T&Cs OF SALE ORDER

TABLE OF CONTENT

1). INTRODUCTION	2
2). ACCEPTANCE	2
3). SPECIFICATIONS	3
4). INTELLECTUAL PROPERTY RIGHTS	4
5). ENTIRE AGREEMENT	5
6). CORRESPONDENCE, NOTICES, AND DOCUMENTATION	6
7). PRICE OF GOODS AND SERVICES	7
8). PAYMENT	7
9). EXAMINATION OF SITE	9
10). SAFETY AND PERFORMANCE	9
11). COMPLIANCE WITH LAWS	10
12). PROPERTY	10
13). RISK	11
14). INSURANCE	12
15). PACKING AND MARKING	13
16). DELIVERY	13
17). VARIATIONS	14
18). CONFIDENTIALITY	15
19). TERMINATION AND CANCELLATION	16
20). WAIVER	17
21). LIEN	17
22). DISPUTE RESOLUTION	18
23). PRIORITY OF TERMS AND CONDITIONS	18
24). AMENDMENT OF TERMS AND CONDITIONS	19

1). INTRODUCTION

1.1 These Terms delineate the General Terms and Conditions of Sale (hereinafter referred to as the “Terms”) applicable to all sales transactions conducted by DM Composites Pty Ltd.

1.2 Definitions

Customer: Refers to the purchaser of Products from DM Composites.

Products: Refers to the goods and services provided by DM Composites.

Terms: Denotes these General Terms and Conditions of Sale.

Jurisdiction: Indicates the legal authority under which DM Composites operates.

1.3 Acceptance of Terms

By submitting an order for Products from DM Composites, the Customer unequivocally acknowledges, agrees to, and is bound by these Terms, which constitute a legally enforceable contract between DM Composites Pty Ltd and the Customer. These Terms apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

1.4 Customer Obligations

It is the responsibility of the Customer to review these Terms meticulously prior to the placement of any orders. The engagement of DM Composites’ services and the purchase of our Products under the auspices of these Terms signify the Customer’s unreserved acceptance of these Terms and the abrogation of any and all preceding oral or written agreements or understandings pertaining to the subject matter herein.

1.5 Amendments

The Terms outlined herein are subject to modification or amendment by DM Composites at its sole discretion without prior notice to the Customer. The version of the Terms at the time of the Customer’s order placement shall be the applicable version that governs the transaction between DM Composites and the Customer.

1.6 Interpretation

This introduction forms an integral part of the General Terms and Conditions of Sale and is intended to provide the Customer with a foundational understanding of the legal framework within which DM Composites operates. It is imperative that the Customer proceeds with the thorough examination of the subsequent sections to fully comprehend the scope and applicability of these Terms.

2). ACCEPTANCE

2.1 Offer and Acceptance

The placement of an order by the Customer constitutes an offer to purchase Products from DM Composites, subject to these Terms.

DM Composites reserves the right to accept or reject any order in its sole discretion. Acceptance of an order occurs only upon DM Composites’ issuance of an order confirmation or upon the dispatch of the Products, whichever occurs first.

2.2 Order Confirmation

Upon receipt of an order, DM Composites may, at its discretion, issue an order confirmation detailing the specifics of the order, including but not limited to, the description of Products, quantities, prices, and delivery details.

The order confirmation serves as DM Composites' acceptance of the Customer's offer to purchase the specified Products, forming a binding contract between DM Composites and the Customer.

2.3 Rejection of Orders

DM Composites reserves the right to reject any order for any reason, including but not limited to, unavailability of Products, inaccuracies in pricing or product descriptions, or failure to meet DM Composites' internal criteria for creditworthiness.

2.4 Modifications or Cancellations

Once an order has been confirmed by DM Composites, modifications or cancellations may only be made with the express written consent of DM Composites. Any modifications or cancellations made without such consent may incur additional charges or penalties as determined by DM Composites.

2.5 Errors and Omissions

DM Composites endeavours to ensure the accuracy of all information provided regarding Products, including descriptions, prices, and availability. However, errors, inaccuracies, or omissions may occur. In such cases, DM Composites reserves the right to correct any errors, inaccuracies, or omissions, and to update information at any time without prior notice to the Customer.

2.6 Communication of Acceptance

Acceptance of orders and communication regarding order status, including confirmations, rejections, modifications, or cancellations, may be communicated to the Customer via email, facsimile, or any other electronic means of communication deemed appropriate by DM Composites.

2.7 Binding Agreement

Upon acceptance of an order by DM Composites, a binding agreement is formed between DM Composites and the Customer, subject to the provisions of these Terms and any other applicable agreements or laws.

2.8 Incorporation of Terms

The acceptance of orders by DM Composites is expressly conditioned upon the Customer's acceptance of these Terms in their entirety. By placing an order with DM Composites, the Customer acknowledges and agrees to be bound by these Terms without exception or reservation.

3). SPECIFICATIONS

3.1 Variations

The Customer acknowledges that minor variations in colour, size, texture, or other characteristics of the Products may occur due to the inherent nature of the materials used or manufacturing processes employed. Such variations shall not constitute grounds for rejection of the Products or a breach of contract by DM Composites.

3.2 Customization

Where Products are customized or made to the Customer's specifications, the Customer shall provide accurate and complete specifications in writing to DM Composites. DM Composites shall make reasonable

efforts to adhere to the Customer's specifications; however, DM Composites shall not be liable for any discrepancies arising from inaccuracies or omissions in the specifications provided by the Customer.

3.4 Right to Modify Specifications

DM Composites reserves the right to modify the specifications of the Products at any time, provided that such modifications do not materially affect the quality, performance, or functionality of the Products. In the event of any material modifications, DM Composites shall notify the Customer in writing and provide the Customer with the option to accept the modified specifications or cancel the order.

3.5 Compliance with Laws and Regulations

DM Composites shall ensure that the Products comply with all applicable laws, regulations, and industry standards governing their manufacture, sale, and use. However, the Customer acknowledges that it is responsible for ensuring that the Products are suitable and compliant for their intended application or use.

3.6 Inspection and Acceptance

The Customer shall inspect the Products promptly upon receipt and shall notify DM Composites in writing of any defects, non-conformities, or discrepancies within a reasonable time frame. Failure to provide such notification shall constitute acceptance of the Products by the Customer.

3.7 Warranty

DM Composites warrants that the Products shall conform to the specifications set forth in this Clause 3 for a period of specified in the quotation.

4). INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership

All intellectual property rights associated with the Products, including but not limited to patents, copyrights, trademarks, trade secrets, and any other proprietary rights, shall remain the exclusive property of DM Composites.

4.2 License

Subject to the Customer's compliance with these Terms and payment of all applicable fees, DM Composites grants the Customer a limited, non-exclusive, non-transferable license to use the intellectual property rights associated with the Products solely for the purpose of using the Products in accordance with their intended use.

4.3 Restrictions

The Customer shall not, directly or indirectly, reproduce, modify, adapt, distribute, display, perform, sublicense, or create derivative works based on the Products or any associated intellectual property rights, except as expressly permitted by these Terms or with the prior written consent of DM Composites.

4.4 Protection of Intellectual Property

The Customer shall take all necessary measures to protect DM Composites' intellectual property rights, including but not limited to, implementing reasonable security measures to prevent unauthorized access, use, or disclosure of the Products or any associated intellectual property.

4.5 Infringement Claims

In the event that any third party asserts a claim against the Customer alleging infringement of intellectual property rights arising from the Customer's use of the Products, the Customer shall promptly notify DM Composites in writing and provide DM Composites with all necessary assistance and cooperation in defending against such claims.

4.6 Indemnification

The Customer shall indemnify, defend, and hold harmless DM Composites, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of this Clause 4 by the Customer.

4.7 Survival

The provisions of this Clause 4 shall survive the termination or expiration of these Terms for any reason and shall continue to be binding upon the parties thereafter.

5). ENTIRE AGREEMENT

5.1 Supersedence

These Terms, together with any applicable order confirmations, constitute the entire agreement between DM Composites and the Customer with respect to the subject matter herein and supersede all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties relating to the sale of Products by DM Composites.

5.2 Modification

These Terms may not be modified, amended, or supplemented except by a written instrument executed by both parties.

5.3 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby, and the parties shall Endeavor to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the greatest extent possible, the intended economic, legal, and commercial result of the invalid, illegal, or unenforceable provision.

5.4 Waiver

The failure or delay by either party to enforce any provision of these Terms shall not constitute a waiver of such provision or any other provision of these Terms, nor shall any waiver be deemed to be a continuing waiver or a waiver of any subsequent breach.

5.5 Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of South Australia. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of South Australia.

5.6 Survival

The provisions of this Clause 5 shall survive the termination or expiration of these Terms for any reason and shall continue to be binding upon the parties thereafter.

6). CORRESPONDENCE, NOTICES, AND DOCUMENTATION

6.1 Method of Communication

All correspondence, notices, requests, and other communications between DM Composites and the Customer shall be in writing and may be delivered by hand, sent by registered or certified mail, or transmitted electronically via email or facsimile, to the addresses or contact information provided by the parties.

6.2 Notices

Any notices or communications required or permitted to be given under these Terms shall be deemed to have been duly given and received:

If delivered by hand, upon receipt;

If sent by registered or certified mail, three (3) business days after the date of mailing;

If transmitted electronically via email or facsimile, upon confirmation of transmission.

6.3 Change of Contact Information

Each party shall promptly notify the other party in writing of any change to its contact information, including mailing address, email address, or telephone number.

6.4 Document Retention

DM Composites shall retain copies of all relevant documentation pertaining to the sale of Products, including but not limited to, order confirmations, invoices, delivery receipts, and warranty information, in accordance with applicable laws and regulations.

6.5 Recordkeeping

The Customer agrees to maintain accurate records of all transactions and communications with DM Composites, including copies of all correspondence, notices, invoices, and other documentation provided by DM Composites.

6.6 Electronic Signatures

The parties agree that electronic signatures shall have the same legal effect as handwritten signatures for the purposes of these Terms, and any document executed electronically by the parties shall be deemed to be validly executed and legally binding.

6.7 Language

All correspondence, notices, and documentation exchanged between the parties shall be in the English language unless otherwise agreed upon in writing by the parties.

6.8 Authorization

Each party represents and warrants that it has the authority and legal capacity to enter into and perform its obligations under these Terms and to execute and deliver any documents required hereunder.

6.9 Confidentiality

All correspondence, notices, and documentation exchanged between the parties shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the disclosing party, except as required by law.

6.10 Counterparts

These Terms may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7). PRICE OF GOODS AND SERVICES

7.1 Currency

Unless otherwise specified, all prices are quoted in AUD.

7.2 Taxes and Duties

The prices quoted by DM Composites for the Products are exclusive of any applicable taxes, duties, tariffs, or other governmental charges, which shall be payable by the Customer in addition to the price of the Products.

7.3 Price Adjustments

DM Composites reserves the right to adjust prices for the Products at any time without prior notice to the Customer. However, price adjustments shall not affect orders for which DM Composites has already issued order confirmations, unless otherwise agreed upon in writing.

7.4 Payment Terms

Unless otherwise agreed upon in writing, payment for the Products shall be made by the Customer in full, without deduction or set-off, within the same day from the date of invoice.

7.5 Late Payment

In the event that the Customer fails to make payment for the Products in accordance with the payment terms specified herein, DM Composites reserves the right to charge interest on the overdue amount at the rate of 12% per annum, calculated daily and compounded monthly, from the due date until the date of payment in full.

7.6 Price Disputes

Any disputes regarding pricing or invoicing must be raised by the Customer in writing to DM Composites within 1 day from the date of invoice. Failure to raise a dispute within the specified period shall be deemed as an acknowledgment and acceptance of the invoiced amount by the Customer.

7.7 Delivery Charges

Unless otherwise agreed upon in writing, delivery charges, including freight, shipping, handling, and insurance costs, shall be borne by the Customer and shall be added to the invoice for the Products.

7.8 Price Validity

Prices quoted by DM Composites are valid for a period of 7 days, unless otherwise specified in writing. DM Composites reserves the right to adjust prices after the expiry of the validity period.

7.9 Modification

These pricing terms may be modified or amended by DM Composites at its sole discretion.

8). PAYMENT

8.1 Payment Terms

Payment for the Products shall be made by the Customer in accordance with the payment terms specified in this Clause 8 and as agreed upon between DM Composites and the Customer.

8.2 Methods of Payment

Payment may be made by cash, check, bank transfer, credit card, or any other method agreed upon in writing between DM Composites and the Customer.

8.3 Due Date

Unless otherwise specified in writing, payment for the Products shall be due within the same day from the date of invoice.

8.4 Late Payment

In the event that the Customer fails to make payment for the Products by the due date specified in the invoice, DM Composites reserves the right to charge interest on the overdue amount at the rate of 12% per annum, calculated daily and compounded monthly, from the due date until the date of payment in full.

8.5 Allocation of Payments

DM Composites reserves the right to allocate any payments received from the Customer towards outstanding invoices in any manner DM Composites deems appropriate, regardless of any instructions provided by the Customer.

8.6 Set-Off

The Customer shall not be entitled to set off or deduct any amounts owed to DM Composites against any amounts claimed by the Customer, without the prior written consent of DM Composites.

8.7 Currency

All payments shall be made in AUD, unless otherwise specified in writing between DM Composites and the Customer.

8.8 Taxes

The Customer shall be responsible for the payment of all applicable taxes, duties, tariffs, or other governmental charges imposed on the sale or delivery of the Products, in addition to the price of the Products.

8.9 Receipt of Payment

Payment shall be deemed to have been received by DM Composites only upon the actual receipt of cleared funds into DM Composites' designated bank account. Electronic bank remittances alone are insufficient to demonstrate correct payment from the Customer.

8.10 Modification

These payment terms are subject to modification or amendment by DM Composites at its sole discretion. DM Composites may choose to communicate such modifications to the Customer at its sole discretion, either in writing or otherwise. These modifications do not materially affect the rights or obligations of the Customer under these Terms.

9). EXAMINATION OF SITE

9.1 Assessment

The Customer shall conduct a thorough examination of the site to assess its suitability for the delivery, installation, or use of the Products provided by DM Composites. This assessment may include, but is not limited to, evaluating site conditions, dimensions, access points, and any other relevant factors.

9.2 Site Access

The Customer shall grant DM Composites or its authorized representatives access to the site designated for Product delivery or installation.

9.3 Site Preparation

The Customer is responsible for ensuring that the site is adequately prepared to facilitate the proper delivery, installation, and functioning of the Products provided by DM Composites.

9.4 Assumption of Risks

The Customer acknowledges and agrees that any failure to conduct a thorough examination of the site or to comply with DM Composites' recommendations may result in adverse consequences, including but not limited to delays, additional costs, or compromised performance of the Products.

9.5 Site Safety

The Customer shall ensure that DM Composites or its authorized representatives have safe and unobstructed access to the site and shall take all necessary measures to ensure the safety of DM Composites' personnel and equipment.

9.6 Indemnification

The Customer shall indemnify, defend, and hold harmless DM Composites, its affiliates, officers, directors, employees, agents, and contractors from and against any claims, damages, losses, liabilities, costs, and expenses arising out of or related to the Customer's failure to conduct proper site examination or to comply with DM Composites' recommendations.

9.7 Modification

These provisions may be modified or amended by DM Composites at its sole discretion.

10). SAFETY AND PERFORMANCE

10.1 Customer Responsibilities

The Customer acknowledges and agrees to comply with all safety guidelines, instructions, and warnings provided by DM Composites regarding the proper handling, use, and maintenance of the Products.

10.2 Installation and Use

The Customer shall ensure that the Products are installed and used in accordance with DM Composites' recommendations, industry best practices, and applicable safety standards. Any deviations from recommended installation procedures must be approved in writing by DM Composites.

10.3 Training

The Customer shall provide adequate training to its personnel on the safe handling, operation, and maintenance of the Products, where applicable.

10.4 Limitation of Liability

DM Composites shall not be liable for any damages, losses, or injuries arising from the Customer's failure to comply with safety guidelines, instructions, or warnings provided by DM Composites, or from the Customer's misuse, modification, or improper maintenance of the Products.

10.5 Indemnification

The Customer shall indemnify, defend, and hold harmless DM Composites, its affiliates, officers, directors, employees, agents, and contractors from and against any claims, damages, losses, liabilities, costs, and expenses arising out of or related to the Customer's failure to comply with safety guidelines or regulations, or from the Customer's misuse or improper handling of the Products.

10.6 Modification

These provisions regarding safety and performance may be modified or amended by DM Composites at its sole discretion.

11). COMPLIANCE WITH LAWS

11.1 Customer Compliance

The Customer shall comply with all applicable laws, regulations, permits, licenses, and governmental requirements pertaining to the purchase, installation, use, and disposal of the Products.

11.2 Import and Export Laws

The Customer acknowledges that the import, export, and re-export of the Products may be subject to export control laws and regulations of various jurisdictions. The Customer shall comply with all such laws and regulations and shall be responsible for obtaining any necessary export licenses or permits.

11.3 Environmental Compliance

The Customer shall ensure that the Products are used, stored, and disposed of in compliance with environmental laws and regulations applicable in the Customer's jurisdiction.

11.4 Indemnification

The Customer shall indemnify, defend, and hold harmless DM Composites, its affiliates, officers, directors, employees, agents, and contractors from and against any claims, damages, losses, liabilities, costs, and expenses arising out of or related to the Customer's failure to comply with applicable laws and regulations.

11.5 Notification of Non-Compliance

The Customer shall promptly notify DM Composites in writing if it becomes aware of any actual or potential non-compliance with applicable laws and regulations in connection with the purchase, installation, or use of the Products.

11.6 Modification

These provisions regarding compliance with laws may be modified or amended by DM Composites at its sole discretion.

12). PROPERTY

12.1 Title

Title to the Products shall remain with DM Composites until payment in full has been received by DM Composites from the Customer.

12.2 Risk of Loss

The risk of loss or damage to the Products shall pass to the Customer upon delivery of the Products to the Customer's designated delivery location.

12.3 Security Interest

Until payment in full has been received by DM Composites, the Customer grants DM Composites a security interest in the Products to secure payment of all amounts owed by the Customer to DM Composites.

12.4 Insurance

The Customer shall maintain adequate insurance coverage to protect against loss or damage to the Products from the time of delivery until payment in full has been made to DM Composites.

12.5 Inspection and Acceptance

The Customer shall inspect the Products promptly upon receipt or on the same day of delivery and shall notify DM Composites in writing of any defects, non-conformities, or discrepancies within the same day of delivery. Failure to provide such notification shall constitute acceptance of the Products by the Customer.

12.6 Storage

Until payment in full has been received by DM Composites, the Customer shall store the Products in a secure manner and shall not resell, transfer, or encumber the Products without the prior written consent of DM Composites.

12.7 Repossession

In the event of default by the Customer in making payment in full for the Products, DM Composites shall have the right to repossess the Products without notice or liability to the Customer.

12.8 Modification

These provisions regarding property may be modified or amended by DM Composites at its sole discretion.

13). RISK

13.1 Passing of Risk

The risk of loss or damage to the Products shall pass to the Customer upon delivery of the Products to the Customer's designated delivery location.

13.2 Insurance

It is the responsibility of the Customer to obtain adequate insurance coverage to protect against any loss or damage to the Products from the time of delivery.

13.3 Indemnification

The Customer shall indemnify, defend, and hold harmless DM Composites, its affiliates, officers, directors, employees, agents, and contractors from and against any claims, damages, losses, liabilities, costs, and expenses arising out of or related to any loss or damage to the Products after delivery to the Customer's designated delivery location.

13.4 Force Majeure

DM Composites shall not be liable for any failure or delay in the performance of its obligations under these Terms to the extent that such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, labour disputes, governmental actions, shipping delays, vessel booking availability, container shortages, national and international public holidays.

13.5 Exclusion of Consequential Losses

DM Composites shall not be liable to the Customer for any consequential, indirect, or incidental losses or damages arising out of or in connection with the performance or non-performance of its obligations under these Terms.

13.6 Exclusion of Liquidated Damages

The Customer acknowledges and agrees that DM Composites shall not be liable for any liquidated damages or penalties imposed by the Customer or any third party, unless otherwise expressly agreed upon in writing between the parties.

13.7 Modification

These provisions regarding risk may be modified or amended by DM Composites at its sole discretion.

14). INSURANCE

14.1 Insurance Coverage

The Customer shall obtain and maintain adequate insurance coverage to protect against any loss or damage to the Products from the time of delivery until payment in full has been made to DM Composites.

14.2 Scope of Coverage

The insurance coverage obtained by the Customer shall include, but not be limited to, coverage for loss or damage to the Products during transit, storage, handling, and installation.

14.3 Insurance Provider

The Customer shall select an insurance provider and policy that provides sufficient coverage and meets the requirements specified herein.

14.4 Proof of Insurance

Upon request by DM Composites, the Customer shall provide proof of insurance coverage, including policy details and evidence of premium payments.

14.5 Indemnification

The Customer shall indemnify, defend, and hold harmless DM Composites, its affiliates, officers, directors, employees, agents, and contractors from and against any claims, damages, losses, liabilities, costs, and expenses arising out of or related to any loss or damage to the Products for which the Customer is not adequately insured.

14.6 Modification

These provisions regarding insurance may be modified or amended by DM Composites at its sole discretion.

15). PACKING AND MARKING

15.1 Standard Packing

DM Composites shall pack its Products in accordance with its standard packing requirements to ensure safe transportation and handling.

15.2 Special Packing or Marking

Any special packing or marking requirements requested by the Customer shall be communicated to DM Composites in advance. Such requirements may affect costs, and DM Composites reserves the right to charge additional fees for fulfilling these requests.

15.3 Additional Charges

DM Composites reserves the right to charge additional fees for special packing or marking requirements requested by the Customer, as they may impact costs related to freight and layout optimization.

15.4 Customer Responsibility

It is the responsibility of the Customer to inquire about DM Composites' standard packing and marking standards before placing an order. Requesting deviations from these standards may result in additional charges.

15.5 Scope Creep

Requests for marking or installation plans beyond DM Composites' standard practices may be considered scope creep and subject to additional charges.

15.6 Modification

These provisions regarding packing and marking may be modified or amended by DM Composites at its sole discretion.

16). DELIVERY

16.1 Delivery Method

The method of delivery shall be determined by DM Composites based on the latest international Commercial Terms (INCOTERMS), unless otherwise agreed upon in writing between DM Composites and the Customer. If not explicitly stated on the quote, standard delivery terms shall typically be DAP (Delivered At Place Unloaded).

16.2 Delivery Charges

Unless otherwise specified in writing, delivery charges, including freight, shipping, handling, and insurance costs, shall be borne by the Customer and shall be added to the invoice for the Products.

16.3 Delay in Delivery

DM Composites shall not be liable for any delay in delivery of the Products caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, labour disputes, governmental actions, shipping delays, vessel booking availability, container shortages, national and international public holidays, and force majeure events.

16.4 Customer Responsibilities for Unloading

The Customer shall ensure that suitable equipment, including but not limited to forklifts, is available at the delivery location to facilitate the unloading of the Products. The Customer acknowledges that the use of a forklift is typically required, as goods are delivered at a place where the Customer is responsible for unloading.

16.5 Delivery Instructions

The Customer shall provide adequate, timely, and accurate delivery instructions to DM Composites to ensure the selection of appropriate freight for the delivery of the Products to the designated site or premises. Failure to provide such instructions may result in additional costs for upgrading or changing the type of standard freight to accommodate these requirements, which shall be borne by the Customer.

16.6 Site or Premises Opening

The Customer shall provide clear instructions for site or premises openings, including designated contact details and hours of operation, to facilitate the timely delivery of the Products. If the goods are unable to be delivered due to the unavailability of personnel to receive the goods, incorrect address details provided by the Customer, or the site or premises being closed during the scheduled delivery, the Customer shall bear all costs associated with the unsuccessful delivery attempt.

16.7 Goods Inspection

It is the responsibility of the Customer to inspect all goods promptly upon delivery, cross-checking them against packing lists to ensure completeness, and verifying that they are in good condition and compliant with the specifications. Products shall be deemed accepted if the Customer does not submit any written communication regarding discrepancies or non-conformities within the same day of delivery.

16.8 Rejection of Delivery

No products shall be accepted by DM Composites for return or refund if rejected products are not communicated by the Customer within the same day of delivery. The Customer shall bear all responsibility for any accepted products, and no refund shall be made by DM Composites for rejected products.

16.9 Prepaid Payment Terms

In the case of prepaid payment terms, DM Composites shall not dispatch the goods until the funds are received and cleared in the designated bank account. DM Composites shall not be liable for any delivery delays caused by the non-receipt or delay in clearance of funds.

16.10 Modification

These provisions regarding delivery may be modified or amended by DM Composites at its sole discretion.

17). VARIATIONS

17.1 Variation Requests

If the Customer wishes to request variations to the scope of work or specifications outlined in the purchase order or contract, the Customer shall submit a written variation request to DM Composites detailing the proposed changes.

17.2 DM Composites' Discretion

DM Composites reserves the right to accept or reject any variation request at its sole discretion. Acceptance of a variation request shall be subject to agreement on any resulting changes to the price, delivery schedule, or other relevant terms.

17.3 Pricing and Schedule Adjustments

Any variations accepted by DM Composites may result in adjustments to the price and/or delivery schedule. DM Composites shall provide the Customer with a written notification detailing any changes to the price or schedule resulting from accepted variation requests.

17.4 Customer Approval

The Customer shall review and approve any proposed adjustments to the price or schedule resulting from accepted variation requests before implementation by DM Composites.

17.5 Scope Creep

The parties acknowledge that excessive variation requests may constitute scope creep and may result in additional charges or delays in delivery. DM Composites shall not be liable for any such charges or delays arising from scope creep.

17.6 Modification

These provisions regarding variations may be modified or amended by DM Composites at its sole discretion.

18). CONFIDENTIALITY

18.1 Definition of Confidential Information

For the purposes of this agreement, "Confidential Information" refers to any non-public, proprietary, or confidential information disclosed by DM Composites (the "Disclosing Party") to the Customer, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include, but is not limited to, commercial proposals, photos, product guides, sales orders, invoices, quotations, trade secrets, business plans, financial information, technical data, design, installation methodology, material properties, pricing, schedule of rates, and know-how.

18.2 Obligations of Confidentiality

The Customer agrees to maintain the confidentiality of the Confidential Information and to use the Confidential Information solely for the purpose of performing its obligations under this agreement.

18.3 Non-Disclosure

The Customer shall not disclose the Confidential Information to any third party without the prior written consent of DM Composites, except as required by law or governmental regulation. The Customer shall take all reasonable precautions to protect the confidentiality of the Confidential Information.

18.4 Authorized Disclosure

The Customer may disclose Confidential Information to its employees, agents, or contractors on a need-to-know basis, provided that such employees, agents, or contractors are bound by obligations of confidentiality no less restrictive than those set forth in this agreement.

18.5 Return or Destruction of Confidential Information

Upon the termination or expiration of this agreement, or upon the request of DM Composites, the Customer shall promptly return or destroy all Confidential Information in its possession or control, including all copies, notes, and extracts thereof.

18.6 Survival

The obligations of confidentiality set forth in this agreement shall survive the termination or expiration of this agreement for a period of 10 years.

18.7 Governing Law

This agreement shall be governed by and construed in accordance with the laws of South Australia, without regard to its conflicts of law principles.

18.8 Modification

These provisions regarding confidentiality may be modified or amended by DM Composites at its sole discretion.

19). TERMINATION AND CANCELLATION

19.1 Termination Rights

DM Composites may, by written notice to the Customer, terminate its obligations to supply Goods to the Customer upon the occurrence of any of the following events:

19.2 Events Triggering Termination

(a) The Customer takes any action for, or with a view to, the liquidation (including provisional liquidation), winding up, official management, bankruptcy, or insolvency of the Customer, and such action remains pending for a period of 21 days thereafter, unless the Customer satisfies DM Composites (in its absolute discretion) of the Customer's solvency;

(b) The Customer becomes insolvent or is unable or deemed to be unable to pay its debts, ceases or threatens to cease to carry on its business or a major part of its business, or enters into dealings with any of its creditors with a view to avoiding, or in expectation of, insolvency, or stops or threatens to stop payments generally, or a receiver or receiver and manager is appointed to, or an encumbrance takes or proposes to take possession of, any material part of the assets of the Customer;

(c) The Customer enters into any arrangement, assignment, or composition with or for the benefit of its creditors or any class of them;

(d) Any distress, attachment, or execution is issued, levied, or enforced against the Customer which is not satisfied or challenged in good faith by appropriate means within 14 days;

(e) A person is appointed under any applicable law to investigate any part of the Customer's business or affairs, or an application is made for the appointment of such an inspector, or an administrator is appointed to the Customer, or any steps are taken for such an appointment; or

(f) Any other event occurs or circumstance arises, financial or otherwise, which, in the reasonable opinion of DM Composites, is likely materially and adversely to affect the ability of the Customer to observe any of its payment obligations to DM Composites, and in such event the Customer shall be deemed to be in breach of its obligation to purchase the Products.

19.3 Customer Termination Rights

In the event that the Customer decides to terminate the order for Products, DM Composites reserves the right to charge for all work completed up to the date of termination and pass on all associated costs to the Customer.

19.4 Termination Fees

Additionally, DM Composites may impose termination fees, at its sole discretion, to cover any expenses, losses, or damages incurred as a result of the termination of the order by the Customer.

19.5 Payment of Charges

The Customer agrees to promptly pay all charges, fees, and costs associated with the termination of the order, as determined by DM Composites, upon receipt of an invoice detailing such charges. To the extent permitted by law, where DM Composites agrees to accept Products for return, a re-stocking charge of 25% of the price of the Products returned will be incurred by the Customer, which charge must be paid upon return unless otherwise agreed in writing by DM Composites.

paid upon return unless otherwise agreed in writing by the Seller.

19.6 Modification

This provision regarding Customer termination of the order may be modified or amended by DM Composites at its sole discretion.

20). WAIVER

20.1 Waiver of Rights

The failure of DM Composites to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision of these Terms.

20.2 Written Waiver

No waiver of any provision of these Terms by DM Composites shall be effective unless it is in writing and signed by DM Composites.

20.3 Continuing Validity

Any waiver granted by DM Composites shall be limited to the specific instance and shall not operate as a waiver of any subsequent breach or default.

20.4 Reservation of Rights

The exercise of any right or remedy by DM Composites shall not preclude the exercise of any other rights or remedies available to DM Composites under these Terms or at law.

20.5 Modification

This provision regarding waiver may be modified or amended by DM Composites at its sole discretion.

21). LIEN

21.1 Right to Lien

DM Composites shall have a lien over any Products delivered to the Customer until payment in full has been received for all amounts owing by the Customer to DM Composites under these Terms.

21.2 Enforcement of Lien

In the event of non-payment by the Customer, DM Composites shall have the right to enforce its lien by retaining possession of the Products until such time as payment is received in full.

21.3 Sale of Products

If payment is not received within a reasonable period after demand, DM Composites may, at its sole discretion, sell the Products subject to the lien and apply the proceeds of sale towards the outstanding amounts owed by the Customer.

21.4 Customer Liability

The Customer shall be liable for any costs, expenses, or losses incurred by DM Composites in enforcing its lien, including but not limited to storage fees, legal fees, and costs associated with the sale of the Products.

21.5 Release of Lien

Upon receipt of full payment for all amounts owing by the Customer, DM Composites shall release its lien over the Products and shall deliver the Products to the Customer in accordance with these Terms.

21.6 Modification

This provision regarding lien may be modified or amended by DM Composites at its sole discretion.

22). DISPUTE RESOLUTION

22.1 Negotiation

In the event of any dispute or disagreement arising out of or relating to these Terms, DM Composites and the Customer shall first attempt to resolve the dispute amicably through good faith negotiations.

22.2 Mediation

If the dispute cannot be resolved through negotiations within 20 days of written notice of the dispute, DM Composites or the Customer may initiate mediation by providing written notice to the other party.

23.3 Arbitration

If the dispute remains unresolved after mediation, DM Composites or the Customer may initiate arbitration by providing written notice to the other party.

24.4 Governing Law

These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of South Australia.

25.5 Jurisdiction

DM Composites and the Customer agree that any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the courts of South Australia, and each party hereby irrevocably submits to the jurisdiction of such courts.

25.6 Modification

This provision regarding dispute resolution may be modified or amended by DM Composites at its sole discretion.

23). PRIORITY OF TERMS AND CONDITIONS

23.1 The terms and conditions (T&Cs) specified in this agreement shall always prevail over any other T&Cs agreed upon beforehand between DM Composites Pty Ltd and the Customer, including but not limited to any T&Cs provided by the Supplier, whether written or verbal.

24). AMENDMENT OF TERMS AND CONDITIONS

24.1 DM Composites Pty Ltd reserves the right to amend the terms and conditions specified in this agreement at any time without notifying the Customer. Such amendments shall be effective immediately upon being updated in the agreement document, and it is the Customer's responsibility to regularly review the agreement for any changes.