



TERMS AND CONDITIONS OF SALE

Definitions:

CAC Gas, We and Us refers to CAC Gas & Instrumentation Pty Ltd (ACN 128 599 235).

Creditor, You and Your means the entity or person requiring the Goods upon these terms.

Goods means the goods we offer for sale.

PPSA means the *Personal Property Securities Act 2009 (Cth)*.

PPSR means the Personal Property Securities Register established pursuant to the PPSA.

Sale Terms means this document.

Services means work we perform for you whether it be at our or your premises.

Secured Property means all Goods that are supplied to you by us (whether now or in the future).

Security Interest has the meaning given in section 12 of the PPSA.

Terms and conditions to purchase goods

1. All Goods ordered from CAC Gas are purchased on the terms and conditions set out in this contract.
2. We may accept your offer to enter into a contract with Us on the terms and conditions herein by accepting Your orders for Goods as set out herein.

Orders

3. We retain the right whether or not to accept any order for Goods You make in our absolute and unfettered discretion.
4. You agree to the price stated by Us at the time of ordering the Goods.
5. Goods may be ordered by email, phone or fax. Any quotation for Goods/and or Services is not an offer by us and maybe withdrawn or altered without notice.
6. Orders cannot be modified or cancelled after acceptance by Us except with our prior written consent.
7. We may accept Your order for Goods orally, in writing or by delivering the Goods to You in accordance with these terms.

Delivery

8. Any delivery time we give You for the supply of Goods and/or Services is an estimate only.
9. You must accept and pay for the Goods and/or Services even if the delivery is late.
10. Deliveries of Goods and/or Services will be made to the address stipulated in Your Order.

11. You must provide Us with access to Your premises for the purpose of supplying the Goods and/or providing the Services at such times as reasonably required by Us.
12. You must indemnify Us against any loss or damage suffered by Us or as a result of Us becoming liable to any third party (directly or indirectly) as a result of our employees or agents entering the premises to deliver the Goods and/or providing the Services.

Returns

13. Any return must first be approved by Us in writing, save an except for a return made in consequence of clause 35 in respect of the *Competition and Consumer Act 2010 (Cth)*. Goods must be in original unmarked condition. No return will be accepted for used Goods. Relevant invoice number details must also be provided prior to the issue of any credit.
14. Save and except a return made in consequence of clause 35 in respect of the *Competition and Consumer Act 2010 (Cth)* all Goods must be returned within 45 days.
15. The transport of Goods being returned is at Your expense.

Installation and repair of goods

16. Unless itemised separately, quotes do not include installation of the Goods.
17. Goods returned by You to Us to repair must be accompanied by a full report listing the faults found and the work to be done.

Title and risk

18. The risk in Goods passes to You when the contracting party engaged by Us or when You or Your nominated entity collects the Goods from Us.
19. Title in the Goods does not pass to You until all amounts owing to CAC Gas have been paid by You to Us. You hold the Goods as bailee only and the Goods must be stored in a manner that plainly identifies that it is our property and protects our Security Interest under the PPSA.

Payment terms

20. Non payment of accounts on time may result in the withdrawal of credit terms.
21. Payment of all invoices is required prior to the end of the month following invoice date.
22. CAC Gas has the right to decline to extend credit to You, or to change or revoke Your credit in its absolute discretion for whatever reason and without providing reasons to You.

23. If Your account in is arrears or You breach any obligation under these Sale Terms, We may demand immediate payment of all outstanding amounts.
24. CAC Gas may claim any and all costs incurred by it in pursuing outstanding amounts owed by you to CAC Gas on an indemnity basis, including but not limited to disbursements and legal costs.

PPSA

25. You acknowledge that these terms create a Security Interest in the Secured Property and, for avoidance of doubt, the proceeds of sale of the Secured Property for the purposes of the PPSA.
26. You consent to CAC GAS effecting a registration on the PPSR (in any manner that we consider appropriate) in relation to the Security Interest arising under or in connection with these terms and You agree to provide all assistance required by Us to facilitate this.
27. You acknowledge and agree that in relation to the part of the Secured Property that is inventory, You will not allow any Security Interest to arise in respect of that Secured Property unless we have perfected the Security Interest in the Secured Property prior to Your possession of the Secured Property.
28. If Chapter 4 of the PPSA applies to the enforcement of the Security Interest arising under or in connection with these terms, You agree:
 - (a) to the extent that section 115(1) of the PPSA allows this, the following provisions of the PPSA will not apply to the enforcement of that Security Interest: section 95 to the extent that it requires Us to give a notice to You, section 96, section 121(4), section 125 (obligation to dispose of or retain collateral), section 130 to the extent that it requires the Secured Party to give notice to You, paragraph 132(3)(d), subsection 132(4), section 142 and section 143 (reinstatement of security agreement); and
 - (b) to the extent that section 115(7) of the PPSA allows this, the following provisions of the PPSA will not apply to the enforcement of that Security Interest: section 127, section 129(2) and (3), section 132, section 134(2), section 135, section 136(3), (4) and (5) and section 137.

29. If You make payments to Us at any time whether in connection with these terms or otherwise, we may in our absolute discretion, apply that payment in any manner we see fit.
30. You agree to immediately notify Us of any changes to Your name or address.
31. You agree to do anything that we request You to do (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed):
 - (a) to provide more effective security over the Secured Property;
 - (b) to register in respect of a Security Interest constituted by these terms at any time;
 - (c) to enable Us to exercise our rights in connection with the Secured Property; and
 - (d) to show Us whether You have complied with these terms.
32. You shall pay on demand any losses arising from, any costs and expenses incurred in connection with any action taken by Us under or in relation to the PPSA, including any registration, or any response to an amendment, demand or a request under section 275 of the PPSA.
33. Any notices or documents which are required or permitted to be given to Us for the purposes of the PPSA must be given in accordance with the PPSA.
34. You waive the right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

Warranties and guarantees

35. Where Goods and/or Services are supplied to a “consumer” as defined under the *Competition and Consumer Act 2010* (Cth), the guarantees and warranties under the *Competition and Consumer Act 2010* also apply to these Sale Terms.

Information provided to CAC Gas by the Creditor

36. The Creditor warrants that all information given to CAC Gas is true, accurate and correct in every detail and that if credit is given by Us this will be done in reliance of upon the information supplied by the Creditor.
37. The Creditor must notify Us in writing within 7 days of any change affecting the legal entity, structure, ownership, shareholder or management control of the Creditor.

38. Where Goods are supplied to You on credit, our employees and agents may make inquiries of persons nominated as trade referees, Your bankers or any other credit providers (the **Information Sources**) in respect of Your credit worthiness and You authorise the Information Sources to disclose such information to Us.

perform in whole or part any obligation under these Sale Terms, CAC Gas is relieved of that obligation under these Sale Terms to the extent and for the period that it is unable to perform and is not liable to the Creditor in respect of such inability.

Waiver

39. Any waiver of any right under these terms is only valid if it is in writing and signed by Us.

Governing law and jurisdiction

40. These terms are governed by the laws in force in the State of Victoria, Australia, save and except that they exclude the operation and effect of the United Nations Convention on the International Sale of Goods.
41. Each party submits to the exclusive jurisdiction of Victoria.

Severability

42. Any provision of these terms which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make these terms enforceable, unless this would materially change the intended effect of these variations.

Variation

43. We are entitled to vary these terms at anytime by giving You 7 days' prior written notice.

Assignment

44. You must not assign Your benefits or obligations under these terms without our prior written consent. We may assign our rights and responsibilities under these terms to any other person without prior notice to You.

Entire agreement

45. These terms constitute the entire agreement between CAC Gas and You and supersedes all prior representations, contracts, statements and understandings, whether verbal or in writing.

Force majeure

46. If by reason of any fact, circumstance, matter or thing beyond the reasonable control of CAC Gas, and it is unable to