



TERMS & CONDITIONS

The terms and conditions set out in this document apply to all tenders, quotations and sales made by Wells29 Pty Ltd ABN 38 623 262 984 trading as i2irails ("i2irails") and all orders accepted by i2irails unless expressly negated or varied by i2irails in writing.

1. QUOTATIONS

- (A) Acceptance of a quotation by a customer must be made within thirty (30) days of the date of the quotation, failing which the quotation expires.
- (B) Quotations are conditional upon materials being available upon receipt of the customer's order.
- (C) i2irails is entitled to correct all typographical errors and omissions in and from its quotations without liability, prior to acceptance of a customer's order.
- (D) A contract for the supply of products by i2irails to the customer does not come into existence until i2irails accepts the customer's order by either issuing written confirmation of i2irails' acceptance of the order or issuing an invoice. Quotations and other information provided by i2irails as part of the sales process (including any information provided in the course of oral negotiations) and the customer's purchase order are not binding on i2irails.

2. VARIATIONS & CANCELLATIONS

- (A) The customer should satisfy itself as to the suitability of any product and the quantity of products that the customer requires before the customer places an order.
- (B) Variations to a contract are only valid if the variation is in writing and is signed by the parties or their authorised officers, employees or agents.
- (C) Cancellation of orders by the customer and termination of a contract by i2irails will only be effective if accepted in writing by i2irails and upon the customer agreeing to pay for all work undertaken by i2irails prior to the date of cancellation and materials used by i2irails in the execution of the work up to the date of cancellation. All invoices for terminated contracts are payable in accordance with clause 3(C).

3. TERMS OF PAYMENT

- (A) All prices quoted are strictly Ex Works.
- (B) i2irails will issue an invoice for the Ex Works price of the products. If the customer requires i2irails to arrange for delivery of the products at a location other than i2irails' specified premises, the customer agrees to pay all packing, crating, handling, insurance and freight (for road, rail, sea or air shipments) which costs and fees will be added to the invoice issued by i2irails at the time

of invoice or in a separate invoice if the costs and fees are not known prior to shipment.

- (C) Payments must be made by the due date and otherwise as stated in the invoice.
- (D) Deposit and progress payments may be requested and if requested must be paid within seven (7) days of the request.
- (E) If the customer wishes to open an account, the customer must furnish i2irails with information as requested on the "Account Application Form" and any other information requested by i2irails'. i2irails will communicate its decision to the customer. i2irails has absolute discretion in determining whether to opening an account for the customer.
- (F) Applicable Goods and Services Tax are to the customer's account and will added to the invoice.

4. FLUCTUATION IN COST

The customer acknowledges and agrees that all prices quoted are based on prices of materials, labour rates and quantities requested as of the date of the quotation. In the event of variation of one or more of these factors before the contract is completed (including after acceptance of the quotation), i2irails is entitled at its sole discretion to make a pro-rata adjustment of the prices quoted or agreed in writing and the adjusted price is payable by the customer Ex Works.

5. DELIVERY

- (A) Unless otherwise expressly stated in writing, delivery takes place at i2irails' works and the price is computed accordingly.
- (B) The customers must inspect goods immediately upon delivery. Notice that goods are not in accordance with the contract must be given to i2irails in writing within seven (7) days of delivery.
- (C) No claim will be considered by i2irails for defective goods supplied after a period of ninety (90) days from the receipt of the goods by the customer.
- (D) Unless otherwise agreed by i2irails in writing, the customer acknowledges that i2irails is not obliged to deliver products until its invoice for the products has been paid in full.

6. DELAYS

Date of delivery is quoted in good faith and in the light of conditions and circumstances prevailing at the time, but no responsibility is accepted by i2irails for delay due to strikes, lockouts, machinery breakdowns, shortage or unavailability of materials, delays in transport or any other cause beyond i2irails control.

7. CRATING AND PACKAGING

Crating and packing of all goods will be charged as an extra unless otherwise agreed in writing.

8. TITLE TO GOODS AND RISK

- (A) Except as provided in clauses 8B to 8G, title to the products passes to the customer on delivery Ex Works.
- (B) If the customer has requested i2irails to arrange delivery to the customer and i2irails charges the customer for the costs and fees for delivery, i2irails retains title in the products supplied until i2irail receives payment in full for the products and the delivery charges.
- (C) Pending payment, the customer holds such goods in its possession as bailee of i2irails.
- (D) Upon default in payment by the customer of any amount due to i2irails, the customer irrevocably authorises i2irails, its servants or agents as bailor to enter upon the premises where the goods are stored for the purpose of taking possession of the goods and also to use all reasonable force to obtain such possession.
- (E) Notwithstanding anything in this clause, risk in the goods passes to the customer on delivery Ex Works.
- (F) i2irails may register a financing statement on the register maintained under the Personal Property Securities Act 2009 ("PPSA").
- (G) The customer agrees to promptly do all things requested by i2irails to ensure its rights under the PPSA are perfected.

9. DISCLAIMERS, WARRANTIES AND LIABILITY

- (A) The warranties applicable to the products (including any guarantees or other rights to which the customer is entitled if the customer is a consumer under Australian Consumer Law) are set out in i2irails' Product Warranty provided to the customer as part of i2irails' quote or which can be reviewed on i2irails' website. If i2irails did not provide a copy of the warranty statement or the customer cannot access i2irails' website, the customer should request a copy of the warranty statement from i2irails before placing any order. The customer acknowledges and agrees that the warranty statement is incorporated into and forms part of these terms and conditions.

- (B) Any illustrations, drawings, and descriptive matter, including advertisements accompanying a quotation or included in i2irails's current catalogues (together publications), are an approximate representation only and are not binding in detail unless stated to be so in i2irails's quotation. The customer should satisfy itself as to the suitability of any product before the customer places an order. Whilst every care has been taken in preparing this publication, i2irails is not liable to the customer if the customer relies on any fact, matter or representation in any publications.
- (C) All conditions and warranties on the part of i2irails implied by law in relation to any goods or services supplied are excluded to the maximum extent permitted by law.
- (D) The liability of i2irails shall be limited to repair or replacement or refund as specified in i2irail's warranty statement.
- (E) i2irails is not liable for loss or damages incurred by goods or materials supplied by the customer for inclusion in the products or for production of the products including any information the customer may provide in relation to the location in which the customer proposes to locate any products. Except where precluded by the Australian Consumer Law, i2irails is not liable direct damages for breach of contract and the customer acknowledges that its exclusive remedy is repair, replacement or refund as specified in the warranty statement.
- (F) Except as provided in clause 9, all liability of for indirect, special or consequential or otherwise or for any economic consequential damages or any loss of profit, loss of revenue, loss of interest, loss of data, loss of use, loss of goodwill or business opportunities, business interruption (or any other similar financial loss), which arise directly or indirectly, in connection with these terms and conditions, however that liability arises including in contract or tort or for any other common law, equitable or statutory cause of action or otherwise. This clause will not prevent i2irails from recovering the Price from the Customer, is excluded to the full extent permitted by law.