

1. Payments:

to be by cash, company cheque, bank cheque or EFTPOS and without deduction unless otherwise agree. If Mr Wet Wall Pty Ltd receives or recovers money in respect of debts of the customer or anyone else, Mr Wet Wall Pty Ltd may use it to pay off whichever part of those debts it chooses.

2. Interest:

will be charged on overdue accounts at the rate eight percent per annum (8% p.a.)

3. Property:

Even if Mr Wet Wall Pty Ltd grants any credit facility and/or time to pay:

3.1 property in Products shall not pass to the Customer until the Customer has made payment in full and of all monies

owed to Mr Wet Wall Pty Ltd and Mr Wet Wall Pty Ltd reserves the right to take possession and dispose of Products

as it sees fit at any time until full payment;

3.2 the Customer grants permission to Mr Wet Wall Pty Ltd to enter any property to recover the Products and with

such force as is necessary;

3.2 the Customer agrees that a certificate purporting to be signed by an officer of Mr Wet Wall Pty Ltd identifying Products as unpaid for shall be conclusive evidence that Products have not been paid for and of Mr Wet Wall Pty Ltd's

title to those Products;

3.3 upon sale or disposition of any Products prior to full payment the Customer agrees to deposit all proceeds in a

separate bank account, not mix such proceeds with any other monies and account to Mr Wet Wall Pty Ltd for the same

as fiduciary and bailee;

3.4 without derogating from Mr Wet Wall Pty Ltd's rights as a creditor of the Customer or arising under these Terms if

Products are used in any construction, building, fabrication and/or manufacturing process ["the Process"] which results

in an entitlement of the Customer to receive money from any other person the Customer agrees to hold such part of

any monies received by the Customer (or the corresponding book debt owed to the Customer in respect of those monies) as is equivalent to the value of any Products used in the Process as invoiced to the Customer by Mr Wet Wall

Pty Ltd UPON TRUST for Mr Wet Wall Pty Ltd until payment in full for those Products and all monies owed to Mr Wet

Wall Pty Ltd;

3.5 Products shall be deemed to be dealt with by the Customer on a "first in first out" basis at all times; and

3.6 nothing in this clause is intended to create a charge over any Products and this clause shall be read down to the

extent necessary to avoid creating any charge.

4. Limitation of Liability:

The Customer agrees:

4.1. to limit any claim it makes to the cost of replacement of Products or of acquiring equivalent products;

4.2. that Mr Wet Wall Pty Ltd shall not be liable for any loss or expense arising after fourteen (14) days from delivery

(or at all once Products have been unpacked, affixed and/or otherwise used or applied) after which there shall be deemed to be unqualified acceptance;

4.3. that to the fullest extent legally permissible Mr Wet Wall Pty Ltd shall not be liable for any damages for personal

injury, any damage to property and/or any contingent, consequential, direct, indirect, special or punitive damages whether due to negligence or otherwise and the Customer acknowledges this limit of liability and agrees to limit any

claim accordingly; and

4.4. that to the fullest extent legally permissible no other term, condition, agreement, warranty, representation and/or understanding whether express or implied, in any way extending to, otherwise relating to or binding upon Mr Wet Wall Pty Ltd other than these Terms is made or given by or on behalf of Mr Wet Wall Pty Ltd other than by these Terms save and except to the extent otherwise required by law.

5. Exclusions:

The Customer agrees that:

5.1. no dealing between Mr Wet Wall Pty Ltd and the Customer shall be or be deemed to be a sale by sample;

5.2. the Customer shall rely on its own knowledge and expertise in selecting Products for any purpose and any advice

or assistance given by or on behalf of Mr Wet Wall Pty Ltd shall be accepted at the Customer's risk and shall not be deemed to have been given as expert or adviser nor to have been relied upon;

5.3. Products are sold subject to each and every manufacturer's trading terms and conditions and are protected by each and every manufacturer's warranty and Mr Wet Wall Pty Ltd shall not be liable to the extent that any manufacturer is liable under a manufacturer's warranty unless otherwise required by law; and

5.4. Mr Wet Wall Pty Ltd shall not be liable nor responsible for any failure to comply with any requirements of the Customer or any other person (whether relating to manufacture, design, fabrication, installation and/or any other particular intended use of any Products and/or otherwise) which are not precisely and accurately communicated in writing directly to the appropriate personnel at Mr Wet Wall Pty Ltd prior to the entry by Mr Wet Wall Pty Ltd into any relevant sale contract.

6. Cancellations and Returns:

The Customer agrees that:

6.1. the Customer shall at no time cancel the whole or part of any order placed without Mr Wet Wall Pty Ltd's prior approval;

6.2. the Customer shall not return Products without Mr Wet Wall Pty Ltd's prior written approval and if Products are not in brand new and unused condition with undamaged packaging and if four (4) weeks or more have passed since the earliest delivery date;

6.3. Mr Wet Wall Pty Ltd may otherwise elect to take back Products in saleable condition on such terms as Mr Wet Wall Pty Ltd considers to be reasonable;

6.4. the Customer shall in all cases pay to Mr Wet Wall Pty Ltd a restocking fee of fifteen per cent (15%) of the gross invoice value of all returns;

6.5. notwithstanding any other provisions of these Terms the Customer shall not return Products without first providing

to Mr Wet Wall Pty Ltd an original invoice as proof of purchase; and

6.6. notwithstanding any other provisions of these Terms the Customer shall not return any Products which have been custom made, custom cut, custom processed or custom acquired.

7. Orders:

The Customer agrees that:

7.1. each order it places shall be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due; and

7.2. when any order is placed the Customer shall inform Mr Wet Wall Pty Ltd of any facts which might reasonably affect any decision to accept the order and/or grant credit and that any failure to do so shall be deemed to create and constitute an inequality of bargaining position, the taking of an unfair advantage of Mr Wet Wall Pty Ltd and to be unconscionable, misleading and deceptive.

8. Minimum Invoice Policy and Purchase Price:

The Customer agrees that:

8.1 the Customer shall at all times and in all respects comply with Mr Wet Wall Pty Ltd's minimum invoice policy as

may at any time and from time to time apply on such terms as Mr Wet Wall Pty Ltd considers to be reasonable; and

8.2 all sales are otherwise made by Mr Wet Wall Pty Ltd at its ruling price at the time of delivery and on such other

terms as Mr Wet Wall Pty Ltd considers to be reasonable.

9. Delivery:

9.1 Mr Wet Wall Pty Ltd accepts no responsibility or duty to deliver but may elect to arrange delivery at its discretion

and without liability and at the Customer's cost and risk in all things;

9.2 Mr Wet Wall Pty Ltd shall not be liable for delay or any failure or inability to deliver;

9.3 Products shall be deemed to be delivered as soon as they are ready for delivery at which time risk shall be deemed to have passed to the Customer; and

9.4 Mr Wet Wall Pty Ltd may charge for frustrated delivery to cover Mr Wet Wall Pty Ltd's reasonable expenses.

9.5 Damages: when your products arrive you must inspect prior to signing for, if packaging shows signs of damage please note this in the signature when signing with the courier or sign 'unchecked', you must: a) immediately contact us; and b) send us clear photographs of how the products arrived and with damage and c) send written notice of your claim to us within 14 days of the date that the cause of action giving rise to the claim arose (Notice Period). You will remain liable to pay all amounts we charge you in respect of the products and other services, notwithstanding any Claim Notice.

10. Other Terms and Conditions:

No terms and conditions sought to be imposed by the Customer upon Mr Wet Wall Pty Ltd shall apply.

11. Recovery Costs:

The Customer shall pay all costs and expenses (including legal costs on an indemnity basis) incurred by Mr Wet Wall Pty Ltd and/or its agents in respect of the Customer whether relating to any debt, possession of Products and/or otherwise.

12. Customer Restructure:

The Customer shall notify Mr Wet Wall Pty Ltd in writing of any change in its structure and/or management and any change in partnership or trusteeship within seven days of the date of any such change.

13. Jurisdiction:

The Customer agrees that all contracts made with Mr Wet Wall Pty Ltd shall be deemed to be made in the State nominated by Mr Wet Wall Pty Ltd and the Customer agrees to submit to the jurisdiction of the appropriate Court nominated by Mr Wet Wall Pty Ltd in the capital city of that State.

14. Credit Limit:

The grant of any credit facility or nomination of any credit limit is an indication only of Mr Wet Wall Pty Ltd's intention at the time. Mr Wet Wall Pty Ltd may vary and/or withdraw any credit facility at any time at its discretion and without any liability to the Customer or any other party.

15. Security for Payment:

As security for payment to Mr Wet Wall Pty Ltd of all monies payable by the Customer, the Customer does hereby charge in favour of Mr Wet Wall Pty Ltd all of the Customer's interest in freehold and leasehold property both current and later acquired.

16. Forward Orders:

The Customer agrees:

16.1. to pay for so much of any forward order as is from time to time invoiced by Mr Wet Wall Pty Ltd;

16.2. that no delay or failure to fulfil any part of such order shall entitle any cancellation or variation of any order or

delay or reduce any payment; and

16.3. to pay any demurrage and/or other costs and expenses of Mr Wet Wall Pty Ltd in handling and/or holding Products once ready for delivery.

17. Force Majeure:

Mr Wet Wall Pty Ltd shall not be or be deemed to be in default or breach of any contract as a result of Force Majeure. Force Majeure shall include any cause beyond the reasonable control of Mr Wet Wall Pty Ltd including strikes and lockouts.

18. Attornment: For the purpose of giving effect to the Customer's obligations under these Terms (in particular clause 15 of these Terms) the Customer hereby irrevocably appoints the Accounts Manager (or like equivalent) for the time being of Mr Wet Wall Pty Ltd as the Customer's attorney in all things.

19. Disputes:

The Customer agrees to pay into an interest-bearing trust account in the joint names of Mr Wet Wall Pty Ltd and the Customer any amount claimed by Mr Wet Wall Pty Ltd as a condition precedent to any dispute by the Customer of any such claim on the basis that upon resolution of the dispute the trust fund and any interest shall be dispersed according to the resolution. This clause shall operate as a bar to any defence or claim by the Customer until fully complied with.

20. Abnormal Payments:

The Customer agrees to pay an administration fee of two per cent (2%) (calculated on the amount paid) on any payment which is made other than as provided in clause 1 of these Terms which fee is agreed as the liquidated cost of processing such abnormal payments.

21. Defaults:

Upon default or breach of these Terms by the Customer Mr Wet Wall Pty Ltd may inter alia retain all monies paid, cease further deliveries, recover from the Customer any loss of profits arising and/or at Mr Wet Wall Pty Ltd's election take immediate possession of Products not paid for without prejudice to any other rights Mr Wet Wall Pty Ltd may have and without Mr Wet Wall Pty Ltd being liable in any way to any person.

22. Severability:

Any part of these Terms being a whole or part of a clause shall be capable of severance without affecting any other part of these Terms.

23. Goods and Services Tax (GST):

All monies payable to Mr Wet Wall Pty Ltd and any other consideration for any other "taxable supply" (within the meaning of A New Tax System (Goods and Services Tax) Act 1999 and associated legislation as amended from time to time) shall unless Mr Wet Wall Pty Ltd otherwise directs be deemed at all times to be exclusive of GST and/or any other applicable taxes, government charges, levies and/or posts of any kind whatsoever - any and all of which must be paid by the Customer to Mr Wet Wall Pty Ltd as and when and in such manner as Mr Wet Wall Pty Ltd reasonably requires.

24. Warranty Policy:

Save and except as required by law no warranty is given where Mr Wet Wall Pty Ltd is not the manufacturer of Products other than the warranty offered by the manufacturer and to the fullest extent legally permissible Mr Wet Wall Pty Ltd's liability shall in all cases be strictly limited in accordance with clauses 4 & 5 of these Terms. Where Mr Wet Wall Pty Ltd is or might be deemed to be a manufacturer then the Mr Wet Wall Pty Ltd Standard Warranty applies for the period applicable to specific Products. Details of the Mr Wet Wall Pty Ltd Standard Warranty and the schedule of periods applicable are available upon request from Mr Wet Wall Pty by email info@mrwetwall.com

25. Credit Information:

The Customer irrevocably authorises Mr Wet Wall Pty Ltd and its servants and agents to make such enquiries from time to time as Mr Wet Wall Pty Ltd may deem necessary to obtain information and/or to investigate the creditworthiness of the Customer including enquiries with persons nominated as trade references, bankers of the Customer, any other credit provider, any credit reporting agency, any land titles office, the ASIC, ITSA and/or any similar body and/or related information service ["the Sources"] and including personal credit and consumer credit information and any property, business and/or solvency information. The Customer by this clause irrevocably authorises the Sources to disclose anything about the Customer which is in the Sources' possession and the Customer agrees that Mr Wet Wall Pty Ltd may disclose any information it has about the Customer to any interested person (subject only to any obligations Mr Wet Wall Pty Ltd may have under the Privacy Act 1988 (Cth)).

26. Notice:

The Customer agrees that it shall be deemed to have notice of any change to these Terms immediately any change is adopted by Mr Wet Wall Pty Ltd and whether or not the Customer has actual notice thereof. The Customer shall be bound by any terms and conditions of trade which may be adopted by Mr Wet Wall Pty Ltd immediately they are so adopted and notwithstanding any other purported or pre-existing terms and conditions which might otherwise have applied.

27. Our Products:

27.1. Product may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

27.2. Product packaging may vary. The packaging of the product may vary from that shown on images on our website.

27.3. Making sure your measurements are accurate. If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us.

28. Project Management:

Mr Wet Wall does not provide Project Management services, the scope of such work is determined strictly between the customer and the respective sub-/contractor. Mr Wet Wall may arrange for these sub-/contractors to quote Mr Wet Wall for the customer, but takes no responsibility for any work undertaken by these or any other contractors, product placement and selection must be specified by the customer prior to installation and confirmed in writing.

We do not accept any liability to any individuals for the information or service which is provided with the quote or incorporated into the works package. No responsibility is taken for any information or services that may appear on any linked websites. Mr Wet Wall takes no responsibility for, and will not be liable for and defects that may arise from workmanship of sub-/contractors.

29. Sub-Contractors:

Unless agreed otherwise in writing, sub-contractors accept full responsibility for the works they undertake, they must at all times follow the BCA and manufacturer's instructions. They must provide a minimum of 12 warranty on workmanship.

30. Claims Procedure

30.1 Nothing in these terms and conditions excludes or modifies any right or remedy, or any guarantee or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include Non-Excludable Conditions which protect the purchasers products or services in certain circumstances.

30.2 Subject to Condition 30.1 your right to claim damages against us shall be extinguished unless you comply with the claims procedure under this condition 30.

30.3 If you believe we are liable to you, you must: a) immediately contact us; and b) send written notice of your claim (Claim Notice) to us within 14 days of the date that the cause of action giving rise to the claim arose (Notice Period). 30.4 You will remain liable to pay all amounts we charge you in respect of the products and other services, notwithstanding any Claim Notice.

30.5 Subject to Condition 30.1, if we do not receive a Claim Notice from you within the Notice Period, we will have no liability to you in respect of such claim.

30.6 Subject to Condition 30.1, even if you serve a Claim Notice on us within the Notice Period, we will have no liability to you in respect of such claim unless you commence legal proceedings against us within 6 months of delivery of the shipment or where the shipment is undelivered, the date for delivery of the shipment requested by you in the applicable consignment note.

CONDITIONS OF QUOTATION

1. All prices quoted are subject to rise and fall in accordance with Mr Wet Wall Pty Ltd's current suppliers' recommended prices or Government levied increase without notice.
2. If acceptance of the quotation exceeds thirty (30) days, quoted prices will need to be reconfirmed.
3. Storage of any goods for a period of time may incur holding costs.
4. An invoice will be raised on receipt of all goods into Mr Wet Wall Pty Ltd stock unless prior arrangement has been made with management.
5. Prices offered are quoted on the basis of the total range of product being offered. Any product deletion or amendment may require re quoting of this project.
6. Mr Wet Wall Pty Ltd has relied on the accuracy and completeness of the documents/information provided by the Customer when preparing this quotation for the required supply quantities. Mr Wet Wall Pty Ltd cannot be held liable for any omissions in supply quantities due to inaccurate or incomplete documentation/information. The Customer must inspect this quotation to ensure the quoted supply quantities comply with requirements.
7. This quotation incorporates by reference our standard Terms and Conditions of Trade, which form part of all trading with Mr Wet Wall Pty Ltd. This quotation does not include GST (unless otherwise expressly included in writing). By accepting this quotation you agree to pay the agreed prices and consideration as adjusted in accordance with ACCC guidelines to take into account GST.

Should you have any questions on the terms set above please do not hesitate to contact us on info@mrwetwall.com