

Kronospan Pty Ltd | Seller Terms and Conditions

Last update: 26 September 2025

1 Formation of contracts

- (a) The Purchaser represent and warrants to the Company that the goods acquired from the Company are obtained either:
 - (i) for the purpose of re-supply; or
 - (ii) for the purpose of using them up or transforming them, in trade or commerce in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land.
- (b) Each Contract for the sale of goods by the Company incorporates these Conditions. No contract and no variation of or addition to these Conditions or to any contract is effective without the Company's agreement in writing. These Conditions override and take the place of any other terms or conditions emanating from or referred to by the Purchaser.
- (c) These Conditions and each contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) is governed by and construed in accordance with the laws of the state of New South Wales. All disputes or claims arising out of or in relation to this Contract is subject to the exclusive jurisdiction of the courts of New South Wales to which each party irrevocably submits.
- (d) Each Contract is made subject to supplies of the goods being available to the Company and remaining unsold.
- (e) Where this Contract refers to a delivery term defined in Incoterms® 2020 then in the event of any conflict between this Contract and the provisions of Incoterms® 2020 this Contract shall take precedence.

2 Price

- (a) Unless otherwise expressly stated in writing by the Company, Contracts are concluded on the basis set out in (b) to (d) below.
- (b) The Company may adjust the price stated to take account of any:
 - (i) change in specification made at the request of the Purchaser; or
 - (ii) any increase in the Company's direct costs of supply (including raw materials, packaging, freight, insurance, customs duties, tariffs, or other applicable taxes) that occurs before delivery and is beyond the Company's reasonable control.

In the case of clause 2(b)(ii), the Company will provide the Purchaser with written notice of any such adjustment and reasonable details of the basis for the change. If the adjustment increases the price by more than 5%, the Purchaser may cancel the order without penalty by giving written notice within 7 days of receiving the Company's notice.
- (c) The price stated is the net price of the goods (i.e. after deduction of any discounts) for delivery in accordance with the contract (which shall be Ex Works (Sydney) Incoterms® 2020) unless otherwise agreed on the Company's order acknowledgement.
- (d) All prices stated are exclusive of Goods and Services Tax (**GST**) and any other applicable taxes, duties or government charges, which (if applicable) must be paid by the Purchaser in addition to the purchase price. .

3 Payment

- (a) Unless otherwise expressly stated prices are due and payable in Australian dollars 28 days following the date of the invoice.
- (b) If the Purchaser fails to make payment in full in accordance with Condition 3(a) above then (without prejudice to any other rights of the Company) the Purchaser, without any need for the Company to give notice, is liable to pay to the Company interest on the amount for the time being unpaid at a rate which is 0.05 per cent per day on the overdue amount from the date of due payment until the date of actual payment as well after as before any judgment.
- (c) Where carriage, packing or other charges are stated separately from the price they will nevertheless be payable by the Purchaser at the same time as if they formed part of the price and will be treated as such.
- (d) Time of the essence in respect of payment obligations under a Contract.
- (e) A party may not set off any amounts against payments due to the other party under a Contract without the other party's prior written consent (acting reasonably).
- (f) Any agreed credit limit given to the Purchaser is conditional upon the Company's credit insurance. If the Company's credit limit granted by the insurer is reduced then the agreed credit limit given to the Purchaser will be amended to reflect this change. The Company will notify the Purchaser of any such change as soon as reasonably practicable. The Company reserves the right to refuse to accept orders, or cancel or suspend any orders not fulfilled where the Purchaser exceeds its credit limit.

4 Despatch and delivery

- (a) Any stated despatch or delivery date is indicative only. Whilst the Company will use all reasonable endeavours to keep any stated despatch or delivery date, it will not be liable (in contract; negligence or otherwise) for any loss or damage resulting from delay except to the extent that such delay arises from the Company's negligence, wilful misconduct or breach of Contract.
- (b) Except so far as otherwise required by any CIF, FOB or similar terms which may be agreed by the parties in writing, goods will be delivered and risk passes in accordance with FCA (Sydney) Incoterms® 2020 (save that the Company will have no obligation to clear the goods for export). The Company need not arrange for the goods to be insured before or after delivery.
- (c) The Purchaser must keep the goods fully insured in their full replacement value against all risks prudently insured against at least throughout the period between the risk therein passing to the Purchaser and the property therein passing to the Purchaser. Until the full price has been paid, the Purchaser holds on trust for the Company the policy and proceeds of insurance to the extent of the unpaid price.
- (d) Any goods to be sent to the Purchaser may be sent by such method of carriage as the Company may choose. If the Company arranges for the carriage and/or insurance of the goods in transit, it will be deemed to do so as agent of the Purchaser so that any carrier is the Purchaser's agent.
- (e) Before despatching any goods the Company will send to the Purchaser an Order Acknowledgement stating the expected date of delivery. The Purchaser must: (i) examine the goods at the time of delivery and note any shortage or damage on the carrier's copy of the delivery note; (ii) give written notice to the Company of any shortage, damage or non-conformity within 7 days after delivery, or in the case of non-delivery within 21 days after the expected date of delivery, and (iii) give the Company, any carrier and their agents a reasonable opportunity to inspect the goods as delivered. If the Purchaser does not do so, it will be deemed to have accepted the

goods. The Purchaser will not be entitled to reject goods for short delivery but may require a pro rata adjustment or replacement. This condition 4(e) is without prejudice to clause 7.

- (f) If the Purchaser fails to take delivery of any goods as agreed then the Company may, at its own discretion, store the goods and take such reasonable steps as are necessary to ensure their safe-keeping pending actual delivery and the Purchaser indemnifies the Company as to all reasonable costs incurred by the Company in so doing. Any such action by the Company is without prejudice to its rights to terminate the contract under clause 11.
- (g) If the Purchaser fails to collect or (as the case may be) take delivery of any goods ordered when they are ready, then the Company reserves the right after four weeks to deliver them to the Purchaser at the Purchaser's risk.
- (h) When non stock items are produced at the Purchaser's request, any B quality boards produced must be accepted by the Purchaser in addition to the order quantity specified up to a maximum of 5% of the order quantity at a price agreed at the time of placing the original order.
- (i) The Company may deliver the goods by instalments, each instalment to be deemed to be the subject of a separate contract. A failure or defect in one instalment does not entitle the Purchaser to terminate the Contract as a whole, but the Purchaser will retain any rights it may have under law in respect of that instalment.

5 Ownership of Goods

- (a) Words and expressions used in this clause 5 which are not defined in these Conditions but are defined in the *Personal Property Securities Act 2009* (Cth) (**PPSA**) have the meaning given to them in the PPSA including any regulations enacted from time to time pursuant to the PPSA.
- (b) Until full title, property and ownership of the goods passes to the Purchaser, and while the goods remain in the Purchaser's full control and possession:
 - (i) the Purchaser must hold the goods as the Company's fiduciary agent and bailee and must not sell, lease, dispose of or otherwise deal with the goods in any way without the Company's prior written consent;
 - (ii) the Purchaser must keep and maintain the goods in good and substantial repair;
 - (iii) the Company may at any time after payment is overdue require the Purchaser to deliver up the goods to the Company and if the Purchaser fails to deliver up the goods immediately, the Company may enter the premises of the Purchaser or any third party where the goods are stored and repossess them.
- (c) If the Purchaser sells the goods or any part of them any sale proceeds must be held by the Purchaser on trust for the Company.
- (d) To the extent it is legally permissible to do so, the Company assigns any manufacturer's warranty in purchased goods to the Purchaser. To the extent legally permissible (and subject to any applicable Consumer Guarantees), the Company does not provide any further warranty regarding purchased goods.
- (e) Unless the Purchaser has paid for goods before they are delivered to the Purchaser, the Purchaser acknowledges that:
 - (i) the agreement for the supply of goods created under these Conditions is a security agreement for the purposes of the PPSA, under which the Purchaser grants the Company a security interest in the goods and over any amount owed to the Company in respect of the goods (**Account**) to secure all monies owed by the Purchaser to the Company in respect of the goods;

- (ii) where the Company has other enforcement rights in addition to the enforcement rights provided for in the PPSA those other enforcement rights will continue to apply; and
 - (iii) the Company is not obliged to act in any way to dispose of or to retain any goods which have been seized by the Company or any person nominated by the Company under its rights under the PPSA.
 - (f) Without limiting anything else in these Conditions, the Purchaser consents to the Company effecting a registration on the register in relation to any security interest created by or arising in connection with, or contemplated by an agreement, including in relation to the goods and any Account. The Purchaser agrees to promptly do all things necessary to ensure that any security interest created under these Conditions is perfected and remains continuously perfected, the Company's priority position is preserved or secured and any defect in security interest including registration is overcome.
 - (g) To the extent that the PPSA permits, the Purchaser waives its rights to receive a copy of any verification statement or financing change statement; to receive any notice required under the PPSA, including notice of a verification statement; to reinstate the security agreement by payment of any amounts owing or by remedy of any default; and under sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 127, 128, 129, 130, 132, 134(2), 135, 136(3), (4) and (5), 137, 142 and 143 of the PPSA.
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6 Specifications, descriptions and drawings

- (a) Subject to clause 7 below, all specifications, descriptions and drawings of goods are approximate only being intended to serve merely as a guide and accordingly the Purchaser acknowledges that minor variations may occur and such variations will not of themselves entitle the Purchaser to reject the goods .
 - (b) All drawings prepared by the Company and the copyright therein remains the property of the Company and must be returned to it by the Purchaser on demand. All such drawings must be treated as confidential and must not be copied or reproduced or disclosed to any third party without the prior written consent of the Company.
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7 Warranties, limitations and exclusions

- (a) The Company warrants that, if: (i) it is shown to its reasonable satisfaction that any goods supplied by it are, when delivered, damaged or defective as to material or workmanship or compliance with any specification expressly agreed by it in writing to be binding; (ii) the defect is not caused wholly or partly by deterioration necessarily incident to the course of transit or, while the goods are at the Purchaser's risk, by accident, willful default, improper storage or use or failure to follow instructions; and (iii) within a reasonable period after the Purchaser becomes aware of the defect (and in any event within two months after the date of delivery) the Purchaser notifies the Company of the defect and makes the goods available for inspection and testing on behalf of the Company or (if the Company so requires) returns them to the Company's premises, carriage paid on the basis that the Company will reimburse the cost if the Purchaser's complaint is justified, then, at its discretion, the Company will repair or replace the goods or waive or refund or issue a credit note against all or an appropriate part of the price.
- (b) All warranties, conditions, guarantees and other terms not expressly set out in this Contract whether implied by statute or otherwise are excluded to the extent permitted by law.
- (c) To the maximum extent of the law, but subject to clause 7(f) no party is liable to the other , whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, for any loss of profit, loss of anticipated savings, loss

of use, loss of revenue, economic loss, (in each case whether direct or indirect), or for any indirect, special or consequential loss or damage.

- (d) To the maximum extent of the law, but subject to clause 7(e) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with any order is limited to 125% of the price paid under that order.
- (e) To the extent permitted by the Australian Consumer Law, the Company's liability to the Purchaser for a failure to comply with a consumer guarantee in relation to the supply of goods is limited to one or more of the following, at the Company's option:
 - (i) the repair of the goods, replacement of the goods or the supply of equivalent goods; or
 - (ii) the payment of the cost of replacing the goods, acquiring equivalent goods or having the goods repaired.
- (f) Nothing in these Conditions will exclude, restrict or limit:
 - (i) any guarantee, right or remedy that cannot be excluded, restricted or limited under the Australian Consumer Law or any other Applicable Law;
 - (ii) either party's liability for death or personal injury caused by negligence or for fraud or fraud misrepresentation.

8 Severance

Any complete or partial invalidity or unenforceability of a provision in these Conditions or any Contract does not affect its validity or enforceability for any other purpose or the remaining provisions; but is deemed to be severed for that purpose subject to such consequential modification as may be necessary as a result.

9 Force majeure

No party is liable for any delay or failure to perform its obligations under this Contract (other than payment obligations) to the extent that the delay or failure is beyond that party's reasonable control and is caused by acts of God or nature, lightning, storm, flood, fire, earthquake, explosion, cyclone, tidal wave or landslide; strike, lockout or other labour difficulty; acts of a public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, emergency or epidemic; pandemic; trade embargo; and government action or inaction, change or introduction of Applicable Law.

10 Assignment

A party must not assign, novate, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract at any time without the prior written consent of the other party (such consent not to be unreasonably withheld, delayed or conditioned).

11 Events of default, termination and repossession.

- (a) Subject to clause 11(b) a party may terminate this Contract immediately by written notice to the other party if:
 - (i) the other party commits a material breach of any of its obligations under the Contract which is incapable of remedy;
 - (ii) the other party fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been required in writing to remedy or desist from such breach within a period of thirty days;

- (iii) an Insolvency Event occurs in relation to the other party.
 - (b) The Company may also terminate this Contract immediately by written notice if:
 - (i) the Purchaser fails to pay any amount due under this Contract in cleared funds within 14 days after receiving written notice requiring payment; or
 - (ii) the Purchaser fails to pay any amount due under any other contract between the Purchaser and the Company in cleared funds within 14 days after receiving written notice requiring payment.
 - (c) If the Company is entitled to terminate the Contract under this clause then, the Company may at any time (at its discretion and without prejudice to its other rights (including any right to termination) and whether or not it delivers any further goods or accepts any further payments) by written notice to the Purchaser do any one or more of the following:
 - (i) suspend any deliveries to be made under, or terminate, cancel or rescind, the contract and any other contracts with the Purchaser
 - (ii) revoke any express or implied authority of the Purchaser to sell, use or consume any goods the title in which remains with the Company and require the Purchaser to deliver them immediately to the Company;
 - (iii) declare immediately due and payable any indebtedness of the Purchaser to the Company on any account whatsoever.
 - (d) On termination of a Contract for any reason (unless the parties otherwise agree):
 - (i) the Company will cease supply of the goods;
 - (ii) the Purchaser must immediately pay the Company all amounts due and payable under this Contract (and any reasonable costs incurred) up to the date of termination, without limiting any additional rights the Company may have under clause 11(c) if it terminates for the Purchaser's default; and
 - (iii) repossess and re-sell any goods delivered to the Purchaser, the payment for which has not been received in accordance with clause 5(b).
 - (e) Termination does not affect any rights or remedies that have accrued to either party before termination.
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12 Instructions, health and safety and environment

The Purchaser must comply (and ensure that its employees, agents and contractors comply) strictly with all instructions, warnings, data sheets and other material (including without limitation those regarding health and safety and environmental concerns) supplied by the Company with, or in connection with, the goods and must, when supplying the goods, ensure that they are accompanied by the same.

13 Intellectual property

- (a) The Purchaser has no rights to any intellectual property owned by or licensed to the Company other than (if applicable) to resell the goods under any trade mark applied by the Company. The Purchaser must not, without the Company's prior written consent, allow any trade mark or any instruction or warning applied to the goods to be obliterated or obscured.
- (b) All know-how, samples and other items relating to the goods or their development or creation remain the Company's property, must be treated as confidential and must not be copied, reproduced or disclosed to any person without the Company's prior written consent.
- (c) The Purchaser must promptly notify the Company after it becomes aware of any allegations, or information suggesting, that the goods or their use or sale infringe any

third party intellectual property rights. The Company will not be liable to the Purchaser under any export or other contract for the consequences of any such infringement, except to the extent that the Company had actual knowledge when the goods were delivered to the Purchaser that their intended use or sale by the Purchaser as disclosed to the Company would infringe such rights. The Company may conduct any related dispute and the Purchaser must provide reasonable assistance to the Company.

14 Indemnity

Without prejudice to the Company's other rights and remedies the Purchaser indemnifies and keeps the Company indemnified in full against all actions, claims, demands, proceedings, liabilities, costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Company as a result of or in connection with any claim made against the Company by a third party:

- (a) for any personal injury, death or property damage to the extent caused or contributed to by the misuse, alteration or improper storage, handling or installation of the goods by the Purchaser or any of its officer, employees, agents or contractors;
 - (b) arising from any failure by the Purchaser, its related bodies corporate (as that term is defined in the Corporations Act 2001) or any of their officers, employees, agents, contractors, customers or end-users (however described) to follow the applicable information or data sheets, storage, handling, installation, usage or suitability guides relating to the goods;.or
 - (c) any false or misleading representation, warranty or statement made by the Purchaser or any of its officers, employees, agents or contractors about the goods that are not in accordance with the specifications available on the Company's website or specified in writing to the Purchaser.
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15 Confidentiality

- (a) Each party must keep and procure to be kept secret and confidential all information disclosed or obtained as a result of the relationship of the parties under the Contract and must not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the other party.
 - (b) The obligations of confidentiality in this clause 15 do not extend to any information which the receiving party can show is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these Conditions; was in its written records prior to entering into the Contract and not subject to any confidentiality obligations; was independently disclosed to it by a third party entitled to disclose the same or is required to be disclosed under any applicable law, rule of a stock exchange or by order of a court or governmental body or authority of competent jurisdiction.
 - (c) A party must not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of the Contract without the prior written consent of the other party (acting reasonably).
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16 Notices

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract must be in writing.
- (b) Notices may be served in the ways set out below at the addresses set out in the Contract or at such other address as the relevant party may give notice to the other party for the purpose of service of notices under the Contract and, the following table

sets out the respective deemed time and proof of service:

Manner of Delivery	Deemed time of delivery	Proof of Service
Personal delivery.	On delivery, provided delivery is properly addressed and delivered between 9.00am and 5.00pm on a Business Day.	Properly addressed and delivered
Prepaid first class recorded delivery domestic postal service	9.00am on the second Business Day after posting	Properly addressed prepaid and posted
Prepaid international air postal service	9:00am on third Business Day after posting	Properly addressed prepaid and posted

17 Miscellaneous

- (a) This Contract contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding written or oral agreements between the parties in relation to such subject matter.
- (b) The Company's rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Purchaser.
- (c) No waiver by the Company of any breach shall operate as a waiver of any other or subsequent breach.
- (d) The Company's rights under these Conditions are in addition to any other rights which the Company may have under the general law or otherwise.
- (e) If the Purchaser comprises two or more persons, their obligations are joint and several.
- (f) Termination or expiry of a Contract does not affect provisions which, by their nature, are intended to survive, including those on confidentiality, intellectual property, indemnities, limitation of liability, and payment obligations.

18 Definitions and interpretation

1.1 In these Conditions, unless the context otherwise requires:

Applicable Law means any:

- (a) Commonwealth, State, Territory or local government legislation in force in Australia or any law of a foreign jurisdiction applicable to the Platform, including regulations, by-laws, declarations, ministerial directions and other subordinate legislation;
- (b) common law; and
- (c) government agency requirement or authorisation (including conditions in respect of any authorisation).

Company means Kronospan Pty Ltd (ABN: 44 678 413 066) whose registered office is at Suite 309 12 Century Circuit, Norwest, NSW 2153 Australia.

Conditions means these terms and conditions and any special terms and conditions agreed in writing between the Company and the Purchaser.

Contract means the agreement between the Company and the Purchaser for the supply of goods, which incorporates these Conditions.

Insolvency Event means:

- (a) in respect of an individual:
 - (i) an order is made under the Bankruptcy Act 1966 (Cth) declaring that person bankrupt and the order is not set aside within 28 days of being made;
 - (ii) that person or person's assets become subject to a personal insolvency arrangement or a debt agreement under the Bankruptcy Act 1966 (Cth); or
 - (iii) any event happens in any other country in respect of that person that is analogous to either of the events described in paragraphs (i) and (ii) above; and
- (b) in respect of a body corporate:
 - (i) that body corporate being unable to pay its debts as and when they fall due;
 - (ii) a receiver, receiver and manager, administrator or liquidator being appointed over that body corporate's assets or undertakings or any of them;
 - (iii) an application for winding up or other process seeking orders which, if granted, would render that body corporate an externally administered body corporate being filed and not being withdrawn within 20 Business Days;
 - (iv) that body corporate being or becoming the subject of an order, or a resolution being passed, for the winding up or dissolution of that body corporate; or
 - (v) that body corporate entering, or resolving to enter, a deed of company arrangement or an arrangement, composition or compromise with, or proceedings being commenced to sanction such a deed of company arrangement or arrangement, composition or compromise, other than for the purposes of a bona fide scheme of solvent reconstruction or amalgamation,

but only to the extent that termination or enforcement of rights based on such an event is not stayed or restricted by the Corporations Act 2001 (Cth) or other Applicable Law.

Purchaser means the person named in a Contract as the purchaser of the Goods and includes any authorised agent acting on its behalf.

1.2 In these Conditions, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) headings are used for convenience only and do not affect the interpretation of these Conditions;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a document includes the document as varies, amended supplemented, novated or replaced from time to time;
- (e) unless expressly stated otherwise, all monetary amounts in these Conditions are in Australian dollars;
- (f) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (g) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (h) a reference to a thing includes a part of that thing;
- (i) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)"; and
- (j) a reference to time or date is to the time and date in New South Wales, Australia.