
1. OUTLINE

- 1.1 **Currency:** These terms and conditions of sale (**Terms**) apply to the supply of all Goods and/or Services by us to you from the date that you accept these Terms.
- 1.2 **Acceptance:** You accept these Terms when:
- 1.2.1 you submit an Order;
- 1.2.2 you accept delivery of, or any part of, the Goods and/or Services of an Order; or
- 1.2.3 you make Payment, or partial Payment, for any Goods and/or Services supplied by us, whichever occurs first.

2. SAMPLES + ORDERS

- 2.1 **Requesting a Quote:** You may request a Quote from us relating to the potential supply of Goods and/or Services.
- 2.2 **Providing a Quote:** We may provide you a Quote for the potential supply of Goods and/or Services. The Quote may include the price, quantity of the Goods and/or Services proposed to be supplied by us, any applicable fees and other relevant details.
- 2.3 **Validity of Quote:** A Quote is valid for 30 days unless otherwise agreed in writing. We reserve the right to withdraw a Quote at any time before you place an Order.
- 2.4 **Samples:** Samples are available free of charge to stores if an order is part of another order. If ordered separately standard order surcharges apply as published by us from time to time.
- 2.5 **Placing an Order:** If our Quote is acceptable to you, you may place an Order for the supply of Goods and/or Services. An Order is not binding until we have provided you in our absolute discretion our written acceptance of the Order.
- 2.6 **Additional conditions:** Unless otherwise agreed by us in writing, these Terms will prevail over, and we will not be bound by, any conditions (express or implied) added or provided by you.

3. PRICE

- 3.1 **Price:** The price charged and payable for the Goods and/or Services shall be the price in Australian dollars advertised on our website at the date we accept the Order, together with any applicable taxes, charges and delivery costs regarding the Goods and/or Services.
- 3.2 **Variation of price:** Subject to your rights under law, we reserve the right to vary the price if:
- 3.2.1 there is any movement in the cost of supplying the Goods and/or Services specified in your Order, including any Charges; or
- 3.2.2 the Goods and/or Services specified in your Order are varied from the Goods and/or Services specified in our Quote, and we provide you reasonable notice of any such variation of price.
- 3.3 **Handling fee:** A handling fee is applied to each Order and is stated on each Quote and invoice.
- 3.4 **Minimum Order:** If the item is ordered by square metre, a minimum of 1 box (1 sqm) must be ordered. If the item can be purchased by piece, 3 pieces constitute a minimum order and a surcharge will apply and appear on the Quote and invoice, unless otherwise agreed in writing.

4. PAYMENT

- 4.1 **Invoice on delivery:** Unless we otherwise agree, we will issue you an invoice upon delivery of the Goods and/or Services specified in your Order.
- 4.2 **Payment terms:** For credit account customers payment is due 30 days End of Month (EOM). Prepaid customers are required to make payment up front prior to despatch, unless otherwise agreed in writing.
- 4.3 **Payment method:** Payments may be made by Visa, Mastercard, debit card or PayPal or as otherwise indicated by us in writing. Credit card payments will incur a charge of 0.9%. This surcharge may be subject to change without notice subject to changes by the bank.
- 4.4 **Deposit:** We reserve the right to request a deposit on selected orders.
- 4.5 **Credit:** We reserve the right to:
- 4.5.1 refuse you credit facilities;
- 4.5.2 refuse a request to vary your credit facilities;
- 4.5.3 revoke, at any time, any credit extended to you because of your failure to make any Payment when due; and
- 4.5.4 vary, at any time, the terms of any credit facilities granted to you including any credit limit or withdraw any credit facilities granted to you.
- 4.6 **Your Information:** You warrant that all information you have given us is true and accurate and that if credit is given to you by us, this will be given in reliance upon the information supplied by you.

5. PAYMENT DEFAULT

- 5.1 **Default Interest:** If you fail to make a Payment in accordance with clause 4 (*Payment*), we may charge Default Interest at the rate of 20% per annum.
- 5.2 **Payment of Default Interest:** Default Interest pursuant to clause 5.1 shall be:
- 5.2.1 payable on demand; and
- 5.2.2 calculated daily from the due date to the actual date the Payment is made in full.
- 5.3 **Costs of enforcement:** We may recover from you any costs we incur to collect any Payment.
- 5.4 **No set off:** You may not set off against any Payment any claims which you may have against us.
- 5.5 **Default Interest amount credited first:** Any Payment you make to us shall first be credited against any Default Interest accrued pursuant to this clause 5 to the actual date of Payment.

6. MADE-TO-ORDER

- 6.1 An Order for made-to-order Goods cannot be cancelled or amended after a 24-hour cooling off period.
- 6.1.1 Subject to statutory rights, the made-to-order Goods may vary from batch to batch and refunds will not be made for Goods that have shade variation within the accepted shade variation of individual designs and ranges.
- 6.2 We will re-supply an Order if:
- 6.2.1 we supply the wrong Goods;

6.2.2 subject to statutory rights, there is a defect in the Goods.

7. DELIVERY, RISK + INSURANCE

- 7.1 **Delivery:** Delivery of the Goods occurs when you pick up or we deliver the Goods to you, your agent or nominee or to a carrier commissioned on your behalf at the place specified by you, or as otherwise agreed.
- 7.2 **Timing of delivery:** In general, we allow 10 business days to prepare your order. However, if there is any delay, we will not be liable to you for such delay provided such delay is not unreasonable in the circumstances. Shipping time, weekends and public holidays are not included in the 10 business days.
- 7.3 **Cost of delivery:** We may charge you the cost of delivering the Goods to you in special circumstances if agreed, with cost variations dependent on the delivery location and service method. If you elect to pick up your Goods from our warehouse no freight will be charged.
- 7.4 **Instalments:** We reserve the right to make deliveries in instalments and these Terms shall be severable as to such instalments.
- 7.5 **Risk passes on delivery:** The risk in the Goods shall pass to you upon the delivery of the Goods in accordance with clause 7.1.
- 7.6 **Damage to goods:** Upon delivery we request that you inspect the Goods immediately and note any damage on the consignment when signing for the Goods. If a different arrangement has been made by you for delivery and Goods are not signed for, we request you inspect the Goods soon after delivery and note any damage taking into account clause 9.
- 7.7 **No liability for delay:** We will use reasonable efforts to deliver the Goods to you by the date and to the place specified by you. Without limiting clause 10 (*Exclusions + Limitations*), if the Delivery of the Goods is delayed:
- 7.7.1 we shall not be liable for late delivery or delay in delivery; and
- 7.7.2 the delay does not give you the right to cancel an Order or terminate these Terms.
- 7.8 **Urgent orders:** Urgent orders may incur an additional fee. We will notify you at the time you make the Order of any applicable additional fee.
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8. SUSPENSION + CANCELLATION

- 8.1 **Cancellation or amendments to orders by you:** You may not cancel an Order, or any part of it, unless:
- 8.1.1 it is cancelled within the 24-hour cooling off period (in the case of made-to-order Goods).
- 8.1.2 it is a stocked item and we give our written consent; and
- 8.1.3 you pay to us (if required by us in our absolute discretion) any and all costs reasonably incurred by us regarding the cancelled Order or the cancelled part of the Order to the date of cancellation.
- 8.2 **Cancellation by us:** We may in writing suspend or cancel an Order or delivery of an Order without liability to you if:
- 8.2.1 we reasonably form the opinion that you are insolvent or at material risk of insolvency;
- 8.2.2 you fail to make a Payment on time; or
- 8.2.3 we reasonably form the opinion that supplying Goods and/or Services to you may have a negative impact upon our business or commercial reputation or image.
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9. DEFECTS + RETURN OF GOODS

- 9.1 This clause 9 is subject to clause 10 (*Exclusions + Limitations*), clause 11 (*Statutory Rights*) and any other statutory or legal right whether under these Terms or otherwise.
- 9.2 **Returns:** You must inspect the Goods upon Delivery within 24 hours for quality, breakages, colour, design, shade variations and quantity before installation and may only return the Goods if:
- 9.2.1 they do not materially comply with the Order; or
- 9.2.2 permitted by law.
- 9.3 **Notification:** Subject to your rights under the ACL, if, pursuant to clause 9.2 you wish to return any Goods delivered to you, please provide us:
- 9.3.1 notice within 14 days of your receipt of the Goods; and
- 9.3.2 the original invoice details.
- 9.4 **Replacement or credit:** If we accept the claim for replacement or credit we will at our option either:
- 9.4.1 replace the Goods; or
- 9.4.2 give a credit or a refund for such Goods.
- 9.5 **Non-payment of account:** We will not accept notifications under clause 9.3 if there are any amounts outstanding from you.
- 9.6 **Costs to return Goods:** Unless otherwise permitted by law, you must pay for any transportation costs and handling fees to return the Goods to us. No credit will be provided for Goods damaged during return transit.
- 9.7 **Goods damaged in transit:** We accept no liability for Goods damaged in transit, and no credit / compensation will be given for such damaged goods if transport/transit is provided and paid for by you. Liability is accepted if Southern Cross Ceramics pays for freight.
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10. EXCLUSIONS + LIMITATIONS

- 10.1 **ACL exception:** The exclusions and limitations in this clause 10 are subject to clause 11 (*Statutory Rights*).
- 10.2 **Excluded rights:** All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to these Terms, that are not contained in it, are excluded to the fullest extent permitted by law.
- 10.3 **Limitations:** All products comply with Standards Australia, no warranty is given and we will not be liable for:
- In the case of Goods*
- 10.3.1 any discrepancy in the colour of the Goods displayed on your computer and our samples which may be purchased prior to placing an Order;
- 10.3.2 alterations to Goods for which we are not responsible;
- 10.3.3 defects or depreciation caused by wear and tear, accidents, corrosion, dampness or other abnormal conditions or effects;
- 10.3.4 damage or failure caused by unusual or non-recommended use, misuse or application of the Goods including but not limited to damage or injury caused by purchasers or installers that use abrasives to clean products that contain acids, precious or semiprecious metals;
- 10.3.5 any injury caused by transporting or installing the Goods; or
- 10.3.6 loss caused by any factors beyond our control, including but not limited to any delays in delivery; and
- In the case of Services*
- 10.3.7 interference with our Services for which we are not responsible;
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- 10.3.8 damage or loss caused by unusual or non-recommended use of our Services; or
- 10.3.9 loss caused by any factors beyond our control, including but not limited to any delays in delivery.
- 10.4 **Indirect loss:** We will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any act or omission by us (including breach, termination or non-observance of the terms of an Order or agreement which incorporates these Terms).
- 10.5 **Total liability:** Our total liability for breach of these Terms or breach of our contractual obligations or duties at law or in equity (however arising) is limited at our option to:
- In the case of Goods*
- 10.5.1 the replacement of the Goods or the supply of equivalent goods;
- 10.5.2 the repair or rectification of the Goods;
- 10.5.3 the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
- 10.5.4 the payment of the cost of the repair or rectification of the Goods; and
- In the case of Services*
- 10.5.5 the supply of the Services again; or
- 10.5.6 the payment of the cost of having the Services supplied again.
- 10.6 **Third party work:** If we obtain goods or services from a third party to carry out your instructions or complete an Order:
- 10.6.1 we will not be liable for any breach of these Terms if that breach is as a result of or is connected with the supply by a third party of such goods or services;
- 10.6.2 we acquire such goods or services as agent for you not as principal and will have no liability to regarding the supply of these goods or services;
- 10.6.3 any claim by you regarding the supply of such goods or services must be made directly against that third party; and
- 10.6.4 you must pay for such goods or services from the third party plus the cost of or relevant fee for us performing such services as agent for you (whether separately identified or not). You do not require us to account to you for any commissions or benefits we may receive from such a third party supplier in connection with the supply of such goods or services to you and authorise us to contract on your behalf as we think fit.
- 10.7 We give no warranty in respect of any goods or services that are supplied or carried out or provided to you by a third party even where forming part of an Order. Any warranties or other rights will be governed by the terms of supply by that provider to you and relevant laws.

11. STATUTORY RIGHTS

- 11.1 **Statutory rights:** Certain statutory guarantees, warranties and rights may apply to your purchase of Goods and/or Services from us as provided by relevant laws but subject to these Terms as applicable and where permitted by relevant laws.
- 11.2 **No restriction:** Nothing in these Terms excludes, restricts or modifies any condition, warranty, statutory guarantee, right or remedy implied or imposed by common law, statute or regulation which cannot be lawfully excluded, restricted or modified.
- 11.3 **Unfair contract:** If section 23 of the ACL applies to any provisions in these Terms, any such provision(s) shall be void to the extent it is unfair within the meaning of section 24 of the ACL.

12. TITLE

- 12.1 **Subject to the PPSA:** The provisions of this clause 12 are subject to the provisions of the PPSA and clause 13 (*Security Interest*).
- 12.2 **Possession as bailee:** After delivery of the Goods, until the full Payment has been made you shall possess the Goods as bailee only.
- 12.3 **Title:** We will retain absolute title over the Goods until:
- 12.4 we have received Payment in full in respect of the Goods; or
- 12.5 the Goods are disposed of in the manner prescribed under clause 13.11.
- 12.6 **Identification:** Until full title in the Goods has passed to you, you will ensure that:
- 12.7 any identifying plate, mark or packaging number on any of the Goods is not removed, defaced or obliterated; and
- 12.8 the Goods are identifiable and distinguishable from any other goods that may be in your possession and as to each particular Invoice of Goods.

13. SECURITY INTEREST

- 13.1 **Security Agreement:** This clause 13 sets out the Security Agreement between you (as **grantor**) and us (as **secured party**).
- 13.2 **Creation of Security Interest:** You grant to us a security interest (**Security Interest**) in the Goods supplied by us to you, including all related proceeds (**Collateral**), as security for all or part of the Payment of any amount relating to the Goods in accordance with these Terms or otherwise. For the avoidance of doubt, this Security Interest is also a Purchase Money Security Interest in the Collateral.
- 13.3 **Ranking:** Subject to the priority rules set out in the PPSA, this Security Interest ranks in priority ahead of all other security interests in the Collateral.
- 13.4 **Continuing obligation:** This Security Interest is a continuing security and your obligations under this Security Agreement continue until it has been validly and fully terminated.
- 13.5 **Perfection:** You irrevocably give us authority to register a financing statement for the Security Interest on the PPSR. This clause does not prevent us from perfecting this Security Interest by any other means in accordance with the PPSA.
- 13.6 **Information:** You must provide us with any information required for us to register a financing statement or a financing change statement for this Security Interest on the PPSR.
- 13.7 **Identification:** Until this Security Interest has been extinguished, you must ensure that, as far as is reasonably practicable:
- 13.7.1 any identifying plate, mark or packaging number on any of the Collateral (including Goods) is not removed, defaced or obliterated; and
- 13.7.2 the Collateral is identifiable and distinguishable from any other goods or products in your possession and as to each particular Invoice of Goods comprising the Collateral.
- 13.8 **Accessions:** You acknowledge that this Security Interest continues to apply to Collateral that becomes an accession to other goods.
- 13.9 **Remedies:** Until this Security Interest in the Collateral has been extinguished, if:
- 13.9.1 you experience a Default Event; or
- 13.9.2 you breach these Terms,
- we may as we see fit and without notice to you, seize, retain or redeem the Collateral, or seek any and all remedies provided under Chapter 4 of the PPSA or any other remedies provided at law or in equity, including those set out in clause 13.10.

- 13.10 **Right of entry:** In addition to any rights given to us under Chapter 4 of the PPSA, you irrevocably:
- 13.10.1 grant us the right to:
- A demand the immediate return of the Goods to us;
 - B enter your premises to search for and seize the Goods without notice or liability to you; and
 - C retain, sell or otherwise dispose of those Goods in any manner we see fit; and
- 13.10.2 indemnify and us keep indemnified against any claim (including in negligence) in respect of any damage to your property or the premises you occupied or any consequential loss caused by another party arising relating to searching for and seizing any Goods in accordance with this clause 13.10.
- 13.11 **Permitted use and sale:** You may only sell or deal with any of the Collateral (including accessions) in respect of which full Payment has not been received if:
- 13.11.1 we have not exercised a remedy under this Security Agreement;
- 13.11.2 the proposed transaction is a *bona fide* transaction to a third party at market value conducted in the ordinary course of your business;
- 13.11.3 the proposed transaction does not create a security interest in the Collateral that ranks above this Security Interest;
- 13.11.4 all proceeds of the proposed transaction are:
- A immediately paid to us; or
 - B held on trust for us in a separate account, payable on demand; and
- 13.11.5 unless otherwise obligated by law, you do not disclose to a third party that the proposed transaction is subject to this Security Agreement or that the proceeds will be immediately paid to us or held on trust for us.
- 13.12 **Costs:** You must pay all costs incurred by us (including costs on a solicitor-client basis and debt collector's costs) arising out of this Security Agreement, including costs regarding:
- 13.12.1 seizure, retention, redemption or any other remedy exercised pursuant to this Security Agreement; and
- 13.12.2 the enforcement of our rights under this Security Agreement (including matters incidental to it).
- 13.13 **Extinguishment:** The Security Interest is extinguished only if all obligations under this Security Agreement have been satisfied.
- 13.14 **Waiver:** Sections 95, 118, 121(4), 125, 130, 132 and 135 of the PPSA shall not apply to the extent that they impose obligations on us.
- 13.15 **Waiver of receipt of statements:** You irrevocably waive your right to receive from us a copy of any financing statement, financing change statement or verification statement that is registered, issued or received at any time regarding this Security Agreement.
- 13.16 **Disclosure:** The parties agree that neither party may disclose information that:
- 13.16.1 can be requested under section 275(1) of the PPSA (subject to any exceptions that may apply under section 275(7) of the PPSA); or
- 13.16.2 is protected against disclosure by a duty of confidence.
- 13.17 **Acknowledgement:** You acknowledge due notice of this Security Agreement with acceptance of these Terms.

14. INTELLECTUAL PROPERTY

- 14.1 **Your intellectual property:** If you provide us with Material to be used in the supply of the Goods and/or Services:
- 14.1.1 you warrant and represent to us that our use of any Materials will not infringe the Intellectual Property Rights of any third party; and
- 14.1.2 you indemnify and will keep us indemnified from and against any and all claims, liabilities, obligations, expenses or damages which we may incur if clause 14.1.1 is untrue or breached.
- 14.2 **Licence over Materials:** You grant to us a non-exclusive royalty-free license to use all Intellectual Property Rights in all Materials for so long as necessary or convenient for the production of the Goods and/or Services and the matters contemplated regarding the delivery of the relevant Goods and/or Services.
- 14.3 **Our intellectual property:** All of our Intellectual Property Rights in and relating to the production, development and supply of the Goods and/or Services, including but not limited to drawing, designs, art films, screens, website material, illustrations, specifications, and other literature (excluding Materials licensed to us pursuant to clause 14.2) remains our property and shall not be transferred, assigned, licensed, reproduced, disclosed or otherwise given to any other person by you without our prior written consent.
- 14.4 **Confidentiality:** You must keep confidential and shall not use any of our confidential information without our prior written consent.

15. GST

- 15.1 **Prices inclusive of GST:** Unless otherwise agreed, prices are inclusive of GST.
- 15.2 **Issue of tax invoice:** We will issue a tax invoice for any taxable supply to you, which will enable you, if permitted by the GST Law, to claim a credit for GST paid by you.
- 15.3 **Third party supplies:** If GST is payable for a taxable supply by a third party, we will request that party to provide you with a tax invoice.

16. GENERAL

- 16.1 **Discontinuance of Products:** We reserve the right to discontinue certain Goods at any time without prior notice.
- 16.2 **Delivery time:** Delivery times are subject to change at our discretion.
- 16.3 **Indemnity:** You agree to indemnify and keep us indemnified in respect of all damages, losses, costs and expenses (including legal costs) that we may incur as a result of your breach or alleged breach of these Terms.
- 16.4 **Termination:** If a Default Event occurs:
- 16.4.1 we may, without limiting any other right we have under these Terms, terminate any outstanding Order and any contract for the supply of Goods and/or Services to you; and
- 16.4.2 all Payments and any other monies due under these Terms become immediately payable.
- 16.5 **Lawful purpose:** You must ensure the Goods and/or Services are used only for lawful purposes and in accordance with applicable laws.
- 16.6 **Binding:** These Terms bind our successors, administrators and permitted assigns and your executors and permitted assigns or your successors, administrators and permitted assigns (as applicable).
- 16.7 **Assignment:** We may without notice to you assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Terms. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under these Terms without our prior written consent.
- 16.8 **Privacy:** You acknowledge and accept the terms of our Privacy Policy.

- 16.9 **New Terms:** If we adopt new terms and conditions for the sale of Goods and/or Services:
- 16.9.1 you will be given written notice; and
- 16.9.2 they will apply to the subsequent supply of Goods and/or Services.
- 16.10 **Variation:** We may vary these Terms by providing you 30 days' written notice, unless otherwise agreed in writing.
- 16.11 **External links:** We are not responsible for the content on external links appearing on our website.
- 16.12 **Force Majeure:** If a Force Majeure Event occurs, we may:
- 16.12.1 totally or partially suspend any Order or any deliveries relating to an Order during any period in which we may be hindered due to that Force Majeure Event; and
- 16.12.2 elect to extend at our discretion the period for performance of an obligation under these Terms as is reasonable in all the circumstances.
- 16.13 **Change of control:** You must notify us within 7 days of a change of the legal entity, company structure, ownership or control in your company, if applicable.
- 16.14 **Severability:** Each clause in these Terms is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.
- 16.15 **Waiver:** No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.
- 16.16 **Governing law:** These Terms shall be governed by the laws of the State of Victoria and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the State of Victoria.

17. INTERPRETATION + DEFINITIONS

- 17.1 **Personal pronouns:** Except where the context otherwise provides or requires:
- 17.1.1 the terms **we**, **us** or **our** refers to Southern Cross Ceramics Pty Ltd (ACN 006 711 646) trading as Southern Cross Ceramics of 28 Dunlop Road, Mulgrave, Victoria 3170, Australia; and
- 17.1.2 the terms **you** or **your** refers to any person or entity that places an Order with us and agrees (by conduct, notice or otherwise) to be bound by these Terms, including any related company, related party, officer and authorised person of the relevant person.
- 17.2 **Defined terms:** In these Terms, unless otherwise provided, the following terms shall have their meaning as specified:
- ACL** means the Australian Consumer Law under the *Consumer and Competition Act 2010* (Cth) as amended.
- Charges** means any sales tax, excise duties, customs duty, transfer duty, GST or any other taxes, duties or charges applicable in respect of the provision of the Goods and/or Services.
- Default Event** means any one of the following events:
- (a) you fail to make any payment when due, whether for the Goods and/or Services or otherwise;
- (b) if you are a person – you become an *insolvent under administration*;
- (c) if you are a body corporate – you become an *externally administered body corporate*;
- (d) proceedings or applications are commenced or made for the appointment of any persons listed in items (b) or (c) above; or
- (f) a mortgagee or their agent enters into possession of your assets.
- Default Interest** means as defined in clause 5.
- Delivery** means the delivery of the Goods and/or Services in accordance with clause 6.
- 30 days EOM** means Payment is due at the end of the month following the month of the invoice.
- Force Majeure Event** means circumstances beyond our reasonable control, which shall include, but not be limited to compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency, civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, epidemics, pandemics, embargoes, wars, labour or material shortages, riots, insurrections, defaults of our suppliers or subcontractors, delays in transportation, loss or damage to Goods in transit or instructions or lack of instructions from you.
- Goods** means decorated ceramic tiles (made by Southern Cross Ceramics in Australia), and some imported stone products, glues, grouts, paints, tools required for tiling.
- GST and GST Law** mean as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Intellectual Property Rights** means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights which currently exist and/or are recognised in the future.
- Material** means any material in which you have Intellectual Property Rights provided by you for use by us in the production, development and supply of the Goods and/or Services to you.
- Order** means an order for Goods and/or Services received by us on our website or by email.
- Payment** means payment of any amount relating to Goods and/or Services in accordance with these Terms.
- PPSA** means the *Personal Property Securities Act 2009* (Cth) as amended, including any regulations made pursuant to it.
- PPSR** means the Personal Property Securities Register.
- Quote** means a quotation by us for the supply of particular Goods and/or Services containing details as specified in clause 2.2.
- Samples** means of our Goods.
- Security Agreement** means the security agreement set out in clause 13 (*Security Interest*).
- Services** mean services we provide from time to time including ceramic tile decoration.
- Standards Australia** means Standards Australia Limited (ABN 85 087 326 690) of 20 Bridge Street, Sydney, NSW 2000 (an independent, not-for-profit organisation, recognised by the Australian Government as the peak non-government standards body).