

## TERMS AND CONDITIONS

The Customer agrees that any dealings with PALLECO are subject to these terms which may be amended occasionally with or without notice. This document supersedes all previous terms and conditions.

### PRICE AND ORDERS

The Customer agrees to place an order with PALLECO in accordance with PALLECO's processes as advised to the Customer from time to time. PALLECO may, at its discretion, reject any Order.

The Customer will pay to PALLECO the Price for the Goods in accordance with this agreement.

Unless otherwise stated, all prices quoted are subject to additional GST and other taxes and duties that may be applicable.

PALLECO may change the Price for the Goods at any time by giving prior notice to the Buyer. Any change to the Price will apply to all Goods delivered on or after the date specified by PALLECO in the notice to the Customer.

PALLECO will provide the customer advanced notice prior to the delivery of goods if such price change applies.

PALLECO assumes no obligation or responsibility to enquire as to the authority of any person placing an Order on behalf of the Customer.

A pallet transaction will occur when deliveries are made to the Customer by or on behalf of PALLECO.

### PAYMENT

Payment by approved Customers is to be made by the Invoice Due Date. The invoice specifies the terms that the customer must adhere to. PALLECO reserves the right to charge an Interest at the rate of 10% per annum on all overdue amounts.

### COSTS OF ENFORCING TERMS

When dealing with overdue accounts, the Customer must also pay any costs incurred by PALLECO in enforcing its rights under these terms and conditions including fees and charges, commission, legal expenses (on an indemnity basis) and any other incidentals that will be added to the outstanding account.

PALLECO may at its sole discretion appropriate any payment from the Customer to any outstanding amount then due.

### CREDIT LIMIT

The credit limit is the amount notified to the Customer from time to time by PALLECO.

PALLECO reserves the right to refuse the supply of goods on credit if the Customer exceeds the credit limit.

At any time PALLECO can use its absolute discretion to alter the credit limit without having to give reasons for its actions.

### PURCHASE PRICE

Prices exclude all government imposts, GST or equivalent.

### SUB-CONTRACTING AND OUTSOURCING

PALLECO may, in its absolute discretion, sub-contract the supply and/or delivery of the goods.

PALLECO utilizes independent courier services for all pickups and deliveries. Any instances of negligence or misconduct by drivers should be addressed directly with the independent courier service.

### RETURNED GOODS

All claims for credit must be in writing to our accounts department and must be supported by photographic evidence

### RISK

Risk in relation to any Goods passes to the Customer on delivery of the Goods. Further, upon delivery, the risk passes to the Customer's designated place of delivery by PALLECO or its agent.

### OWNERSHIP OF PRODUCTS

Until the customer has paid in full the purchase price of the products and all other sums:

- a) the goods shall remain the property of PALLECO notwithstanding the delivery of the products and the passing of risk to the Customer;
- b) PALLECO may at any time recover the goods if they are in the Customer's possession and re-sell the goods if any payment owed by the Customer on any account is overdue;
- c) If the goods are on-sold prior to PALLECO being paid in full then the sale proceeds are to be held in trust by the Customer for PALLECO.

### DEFAULT

If the customer fails to pay for any Goods on the due date; or otherwise, breach this Agreement and fail to rectify such breach within seven (7) days' notice; or the Customer or his/her trustee commits an act of bankruptcy or subject to a wind up; or an administrator, liquidator or similar officer is appointed to the Customer or in respect of any part of the Customer's property, then PALLECO and its agents may enter upon the Customer's premises with necessary steps undertaken to gain access, where Goods supplied under this contract and retake possession of any or all of the Goods supplied to the Customer; and PALLECO reserves the right to resell the Goods concerned; and terminate this agreement.

### UNACCEPTABLE RETURNS

Without in any way limiting PALLECO's discretion to refuse to accept the return of any goods, the following goods will not be returnable:

- (a) any goods have been held by the Customer for more than seven (7) days; or
- (b) any goods which are not in original condition; or
- (c) products specifically made and altered for or used by the customer.

### FAULTY GOODS

PALLECO will recognise claims for faulty goods that are lodged within Fourteen (14) days of the Customer receiving the goods and reserve the right to replace faulty goods.

### LIABILITY

PALLECO will not be liable for any loss or damages suffered (whether direct, indirect or consequential) arising in any way out of any supply and delivery of goods.

Nothing in these Terms and Conditions limits, excludes or restricts the Customer's rights under the Competition and Consumer Act 2010 (Cth) or any other law that may apply.

### DEFINITIONS

In these Terms and any related Contract, unless the contrary intention appears:

**PALLECO** means The Palleco Pty Ltd (ABN 83 606 808 404)

**Contract** means a contract for sale or purchase order

**Customer** means the person who orders Products from PALLECO, whether by telephone, email, in person or otherwise.

**GST** has the same meaning as in the New Tax System (Goods & Services Tax) Act 1999 (Cth).

**Order** means a purchase order for Products or Services which has been accepted by PALLECO.

**Products** mean the goods or services purchased or to be purchased by the Customer from PALLECO which are the subject of a Contract or Purchase order.

**Terms** mean these terms and conditions of sale.

**Payment Terms** means the time allowed for approved customers to pay PALLECO invoices. If not specified, Payment Terms will be 14 days from the date of invoice. Payment terms cannot be varied by terms or conditions printed on or referred to in Customer's purchase orders or other documentation unless expressly agreed to in writing by PALLECO.

### CHANGES

PALLECO may add to or change these terms and conditions provided the updated terms and conditions are available to be viewed online at <http://www.palleco.com.au>. The Customer will be bound by and agrees to accept any such updated terms and conditions.

## TERMS AND CONDITIONS

### RECYCLED PALLET SUPPLY

1. Recycled pallets will vary in appearance, including differences in colour, size, height profile and condition; expect natural wear and tear.
2. Due to the second-hand nature and varied timber structures of our pallets, Palleco cannot guarantee exact weight load ratings. Any recommendations provided are intended as a guide only to assist the customer in identifying the product that may suit their requirements. It is the customer's responsibility to ensure pallets are loaded within their capacity.
3. The customer must provide a forklift operator for unloading. If unavailable, at least two people must unload by hand. Alternatively, a tail-lift can be arranged for \$120+GST.
4. Cancellations made less than 2 hours before delivery will incur a minimum fee of \$120 + GST, depending on the truck size. This fee applies to situations where trucks are rejected, unable to be unloaded upon arrival, or not unloaded within a reasonable timeframe.
5. A wait time of up to 1 hour is permitted for all jobs. If the wait time exceeds 1 hour at your site, a fee of \$60 + GST per hour may apply for each additional hour, billed in 5-minute increments.
6. Deliveries are handled by third-party transport providers and may face unexpected delays. To guarantee prompt delivery, an express service can be arranged for an additional cost.

### NEW PALLET SUPPLY

1. If the Customer cancels a custom-built pallet order it has placed with Palleco, the Customer must reimburse Palleco for all reasonable out-of-pocket production expenses it incurs as a result of the cancellation.
2. The customer must provide a forklift operator for unloading. If unavailable, at least two people must unload by hand. Alternatively, a tail-lift can be arranged for \$120+GST.
3. Deliveries are handled by third-party transport providers and may face unexpected delays. To guarantee prompt delivery, an express service can be arranged for an additional cost.

### PAID PALLET COLLECTION

1. We CANNOT accept loose timber, severely weathered or completely broken pallets, pallets with missing or broken legs, or pallets over 1.2m. If you have slightly damaged but usable pallets, please consult our team. Quotes for oversized pallet removal or timber mulching are available upon request.
2. Before pick-up, please ensure pallets are stacked securely in stacks of 15, with similar pallets together for stability, and remove any loose timbers or damaged pallets that could pose a safety risk.
3. The customer must provide a forklift operator for loading. If unavailable, at least two people must load by hand. Alternatively, a tail-lift can be arranged for \$120+GST or a HIAB for an additional fee of \$250+GST.
4. Cancellations made less than 2 hours before pick-up will incur a minimum fee of \$120 + GST, depending on the truck size. This fee applies to situations where trucks are rejected, unable to be loaded upon arrival, or not loaded within a reasonable timeframe.
5. A wait time of up to 1 hour is permitted for all jobs. If the wait time exceeds 1 hour at your site, a fee of \$60 + GST per hour may apply for each additional hour, billed in 5-minute increments.
6. Deliveries are handled by third-party transport providers and may face unexpected delays. To guarantee prompt delivery, an express service can be arranged for \$120 + GST.

### PAID OVERSIZED PALLET COLLECTION

1. We CANNOT accept loose timber, severely weathered or completely broken pallets, pallets with missing or broken legs, or pallets over 2.4m. For such items, please request a timber mulching quote. For slightly damaged but usable pallets, consult our team.
2. Before pick-up, please ensure pallets are stacked securely in stacks of 15, with similar pallets together for stability, and remove any loose timbers or damaged pallets that could pose a safety risk.
3. The customer must provide a forklift operator for loading. If unavailable, at least two people must load by hand. Alternatively, a tail-lift can be arranged for \$120+GST or a HIAB for an additional fee of \$250+GST.
4. Cancellations made less than 2 hours before pick-up will incur a minimum fee of \$120 + GST, depending on the truck size. This fee applies to situations where trucks are rejected, unable to be loaded upon arrival, or not loaded within a reasonable timeframe.
5. A wait time of up to 1 hour is permitted for all jobs. If the wait time exceeds 1 hour at your site, a fee of \$60 + GST per hour may apply for each additional hour, billed in 5-minute increments.
6. Deliveries are handled by third-party transport providers and may face unexpected delays. To guarantee prompt delivery, an express service can be arranged for \$120 + GST.

### FREE PALLET COLLECTION

1. The customer must provide a forklift operator for loading. If unavailable, please discuss alternative options with Palleco staff.
2. Before pick-up, please ensure pallets are stacked securely in stacks of 15, with similar pallets together for stability, and remove any loose timbers or damaged pallets that could pose a safety risk.
3. Palleco utilizes independent courier services for all pickups and deliveries. Any instances of negligence or misconduct by drivers should be addressed directly with the independent courier service.

### TIMBER MULCHING

1. Before pick-up, please ensure the timber is palletised and/or the pallets are stacked neatly in straight stacks, grouped by type for stability, and secured for open truck transport.
2. The customer must provide a forklift operator for loading. If unavailable, at least two people must load by hand. Alternatively, a tail-lift can be arranged for \$120+GST or a HIAB for an additional fee of \$250+GST.
3. Cancellations made less than 2 hours before pick-up will incur a minimum fee of \$120 + GST, depending on the truck size. This fee applies to situations where trucks are rejected, unable to be loaded upon arrival, or not loaded within a reasonable timeframe.
4. A wait time of up to 1 hour is permitted for all jobs. If the wait time exceeds 1 hour at your site, a fee of \$60 + GST per hour may apply for each additional hour, billed in 5-minute increments.
5. Deliveries are handled by third-party transport providers and may face unexpected delays. To guarantee prompt delivery, an express service can be arranged for \$120 + GST.