

Dear valued customer,

I hope this message finds you well. We are excited to announce that Viscount Rotational Mouldings Pty Ltd has recently joined the CRH Infrastructure Products Australia family, effective 31<sup>st</sup> December 2024. Under this acquisition, Pact Group's (seller) Shared Service team will continue to provide transaction support under agreed terms for up to 12 months while the businesses integrates. This acquisition and arrangement reflect our commitment to enhance our product offerings and creating greater value for you with minimal disruption.

As a part of the transition, we would like to inform you of some of the updates to our standard trade terms and business processes.

**Key updates, effective 1<sup>st</sup> Jan 2025**

**1. Change of company name and trading name**

Please note ABN of the company (i.e. 19067462337) has not been changed as a part of name change process.

However, all business operations, invoicing and communications will now be conducted under the new registration name as **'Infrastructure Products Australia Mouldings Pty Ltd'** and trading name as **'IPA Mouldings'**. There will be a change to key documentation *effective 11<sup>th</sup> Feb 2025* as a result of the name change. Documents affected include sales quote, sales order acknowledgement, delivery notes, invoices and statements etc.

Please update your records accordingly.

**2. Changes to Standard Trade terms and conditions**

Please note payment terms and customer credit limits are left unchanged as a part of this transition.

For standard trade terms and conditions, we have updated the specific clauses to remove Pact Group's references. A full copy of standard Terms and Conditions is attached for your review, acceptance and documentation.

**3. Account and Payment Management**

**Important note** – Existing Bank account - BSB and Account Number details for customer payments will remain the unchanged, with a change in the Account name to 'Infrastructure Products Australia Mouldings Pty Ltd'

Full Current bank details are:

Name of Bank Account	Infrastructure Products Australia Mouldings Pty Ltd
Name of Financial Institution	ANZ
BSB No.	013006
Account No.	838399166

**Infrastructure Products Australia Mouldings Pty Ltd**

ABN: 19 067 462 337

A: 81 Frankston Gardens Drive, Carrum Downs VIC 3201

P: 1300 366 685

#### 4. Sales orders and Delivery of goods

There will be no changes to the current practice, other than reflecting an entity name change. Please continue to place your orders as usual.

#### 5. Key contact details

Your point of contact at site level and for account related queries are left unchanged as a part of this transition. See the contacts at the bottom.

Carrum Downs (VIC) based customer service team is available to answer any questions you may have regarding this change.

**Phone:** 03 8770 3200 or (1300 366 685)

**Email:** vrmsales@viscount.com.au

Pact Group's Accounts Receivable team will continue to be available to answer any questions you may have regarding customer statements or credit account details. Contact [details](#) are as below:

**Phone:** +64 7959 4650

**Email:** credit.services@viscount.com.au

We are committed to ensuring this transition is as smooth as possible and maintaining high level of service and quality you've come to expect.

### **Action Required**

We kindly ask you to update your records to reflect our new company name and standard terms of trade. Should you require updated vendor details or supporting documents, please let us know.

Please find attached:

- The revised terms and conditions

We appreciate your continued support and look forward to serving you as '**Infrastructure Products Australia Mouldings Pty Ltd**' or '**IPA Mouldings**'

Warm regards,

*Mike Chapman*

Mike Chapman (Feb 14, 2025 17:18 GMT+11)

*Mike Chapman*

*Head of Sales, IPA Mouldings*

*Mobile- 0487 763 110*

*Telephone- 03 8770 3221*

*Mike.chapman@pactgroup.com*

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## Standard T&Cs of Supply (Aus & NZ)

"We, us or our" means the entity (Infrastructure Products Australia Moulding Pty Ltd) supplying the Products to you (as stated in our quote or invoice), and "you" or "your" means the entity ordering the Products (as stated in the relevant credit application form or invoice). Capitalised terms have the meaning in clause 16.

### 1. Acceptance of Terms

1.1 You are bound by these Terms and any additional terms specified in our quotation each time you place an Order with us – unless you have signed a written supply agreement with us for the Products, in which case that agreement applies. Any additional terms or conditions you include in an Order (or in any documentation) do not apply and are void.

### 2. Orders & Deliveries

**2.1 (Orders)** Each of your Orders must be accompanied by a purchase order number and comply with minimum order quantities notified by us. An Order is binding on us once we notify you that it is accepted. Subject to clause 12 (force majeure), you may not cancel an Order once accepted.

**2.2 (Delivery)** We will use all reasonable endeavours to deliver the Products to the Delivery Location on or before the Delivery Date. You acknowledge:

- (a) we may deliver the Products in one or more lots and at different times and by separate shipments. Each lot must be accepted and paid for by you, notwithstanding any late delivery or non-delivery of any other lot;
- (b) the quantity of Products delivered by us under an Order may vary by up to 15% of the quantity ordered; and
- (c) if you request delivery by a means other than our normal method of delivery, you must pay all additional costs we incur. If your requested means of delivery becomes impractical (as determined by us), we may choose another method.

2.3 You must ensure that you are able to take delivery of the Products on or before the Delivery Date. If you are unable or unwilling to take delivery of an Order, then we may charge you for any costs of holding incurred, and hold the Products in stock for 45 days after which time we may, at our discretion:

- (a) continue to hold the Products and charge you reasonable storage costs;
- (b) invoice you and deliver the Products to the Delivery Location, even if you are not present or unwilling to accept the Products;
- (c) treat the Order as having been repudiated by you and invoice you for the Products plus other costs we reasonably incur, less any amounts we receive from a bona fide sale of the Products to a third party.

### 3. Forecasts

3.1 Where you provide us with forecasts of your demand for Products, you acknowledge that we rely on those forecasts to enable us to order sufficient raw materials and arrange our resources and production to meet those forecast requirements. As a result:

- (a) any stock of Products made to forecast and which is older than three (3) months from the date of manufacture may be invoiced to you; and
- (b) If we have purchased raw materials or other components in reliance on a forecast and you have not ordered Products requiring manufacture using those raw materials or components within 3 months of the relevant forecast, we may invoice you for their cost (unless we are able to use them for our other customers – as reasonably determined by us)

Such Products, raw materials and components will be delivered to you (at your cost) and title will pass to you on payment in full.

### 4. Prices & Payment

**4.1 (Price)** The Price for the Products is as per our written quote (which expires after 30 days). We may update the quote at any time (prior to acceptance by you) if there is a change to our wages, materials or any other input costs.

Unless otherwise specified in the quote, all Prices are:

- (a) in Australian dollars for supplies in Australia, and New Zealand dollars for supplies in New Zealand; and
- (b) quoted on a Delivery Duty Paid (DDP) basis and exclusive of GST.

**4.2 (Payment)** We will issue you with a valid tax invoice for the Price (usually on delivery). You must pay each invoice on or before the last business day of the month following the month of invoice, unless our quote stipulates other payment terms (eg cash on delivery).

**4.3 (Late Payment)** If you are regularly late paying your invoices (as reasonably determined by us), or you do not pay an invoice more than 5 Business Days after we issue a late payment notice, we will charge you Default Interest on the overdue amounts, as well as our reasonable costs of debt recovery.

**4.4 (GST)** If a party is liable to pay for a Taxable Supply, it will also pay the amount of any GST in respect of the Taxable Supply. All rebates, discounts or other reductions in price will be calculated on the GST exclusive price. Any amount to be reimbursed or indemnified in connection with an Order must be reduced by an amount equal to any corresponding input tax credit to which the party being reimbursed is entitled.

### 5. Risk & Title

**5.1 (Risk)** Risk in the Products passes to you in accordance with the relevant Incoterm. For example, for DDP, risk in the Products passes to you on delivery to the Delivery Location. To the extent permitted by law, we are not required to give you any notice of transport of Products by sea.

**5.2 (Title)** Title to the Products passes to you on your payment in full (in cleared funds). However this does not prevent you from selling the Products in the normal course of your business before title passes). You must keep the Products separate from other goods so they are identifiable as supplied by us.

**5.3 (Pallets)** All pallets (used to deliver Products) are held at your risk on delivery, and you indemnify us for all costs incurred by us in relation to pallets which are lost, damaged or otherwise not returned in good condition. You must comply with all relevant third party pooling arrangements (eg CHEP) in relation to the pallets.

**5.4 (Tooling)** Where we agree any amortised tooling charges, the tooling remains our property unless otherwise agreed in writing.

### 6. Product Warranties

**6.1 (Consumer Products)** If you are purchasing Products as a Consumer:

- (a) our goods come with guarantees that cannot be excluded under Consumer Law;
- (b) you are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage; and
- (c) you are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

**6.2 (Non-Consumer Products)** If you are not purchasing Products as a Consumer, we warrant that on delivery the Products will:

- (a) conform with their Specifications (subject to clause 6.3 below); and
  - (b) not infringe a third party's Intellectual Property Rights (unless Products are manufactured to Specifications or designs provided by you, or the infringement is caused by your branding or your other Intellectual Property Rights).
- To avoid doubt, you are responsible for ensuring the Specifications are appropriate for your intended use of the Product (including any food safety or dangerous goods requirements) – as we do not give any fit for purpose warranty. If we breach the non-infringement warranty in (b), we must (at our cost and as your sole remedy) promptly (i) procure for you the right to continue use of the Products; (ii) modify such Products so that they become non-infringing but otherwise meet your requirements; or (iii) replace such Products with non-infringing Products.

**6.3 (Reconditioned Products)** Where you purchase Re-conditioned Products from us (eg re-conditioned drums or IBCs), you acknowledge:

- (a) While we use reasonable endeavours to ensure the Re-conditioned Products comply with the Specifications (including by conducting testing), given their inherent nature as re-conditioned goods, we do not control how many times the Re-conditioned Products have previously been used or reconditioned, or the nature of their previous contents (which may impact their integrity or condition);
- (b) To the extent permitted by law, your use of the Re-conditioned Products is at your own risk, and you release us from any liability arising from your use of the Re-conditioned Products (including any defects, failures, or contamination in relation to the Re-conditioned Products).

You acknowledge that the Price of the Re-conditioned Products has been set having regard to your acceptance of this risk.

**6.4 (Your storage & handling)** Once Products are delivered, you must ensure they are handled and stored appropriately (having regard to the nature of the Products). To the extent permitted by law, we are not liable for any loss of or damage to the Products (including any defect or non-conformance to Specifications), to the extent caused by the way you have handled or stored the Products. In particular, unless otherwise advised by us in writing, you must ensure that Products are stored in dry and cool conditions, away from direct sunlight.

**6.5 (Co-operation with investigations)** You must reasonably co-operate with our investigations in relation to allegedly defective Products, including by providing us with all information reasonably requested by us, and allowing us to inspect relevant Products and storage facilities.

**6.6 (Specification Tolerances & Changes)** Products will be deemed to comply with their Specifications if any variation is within the established industry tolerance. Unless we are manufacturing to a Specification provided by you, we may change or improve the Specification, and will use reasonable endeavours to give you advance notice. If this change to our Specification occurs after your Order, you may cancel your Order without penalty within 5 Business Days of being advised of the change.

### 7. Liability and insurance

**7.1 (Our liability)** Subject to clause 7.2 and to the extent permitted by law, our liability to you (whether arising in contract, negligence or otherwise) is limited to (at our option):

- (a) the replacement of your Products or supply of Products which are equivalent;
- (b) the payment of the cost of replacing your Product or of the supply of an equivalent Product; or
- (c) refunding the amount of your Order.

7.2 The above limitation will not apply to our liability for death, personal injury or tangible property damage to your premises, to the extent that liability is caused by our negligence or wilful misconduct, or to our liability for fraud.

7.3 To the extent permitted by law, we will not be liable to you (whether in contract, negligence or otherwise) for any loss of revenue or profits, goodwill or reputation, loss of or interruption to business, loss of production or any other indirect or consequential loss.

**7.4 (Mitigation)** Each party must act reasonably to mitigate the loss or damage it suffers under or in relation to an Order.

**7.5 (Insurance)** We hold public and product liability insurance

### 8. Intellectual Property Rights

**8.1 (Pre-existing IP)** Each party at all times continues to own its Intellectual Property Rights that were in existence as at the date of this Agreement (Pre-existing IP). Nothing in this agreement transfers any Pre-existing IP of a party to the other.

8.2 In particular, we continue to own all Intellectual Property Rights in our Product Specifications, designs, manufacturing processes, procedures and trade secrets. You must not reverse engineer, replicate, copy or commercialise any of our Intellectual Property Rights.

8.3 To the extent you require us to use any of your Pre-existing IP in manufacturing the Products, you warrant that your Pre-existing IP does not violate a third party's Intellectual Property Rights, and you indemnify us for all

loss, liability, damage, cost or expense we suffer or incur as a direct result of your breach of this warranty.

**8.4 (Developed IP)** Unless otherwise agreed in writing, we own all Intellectual Property Rights which we develop in supplying the Products.

**9. Artwork, Printing Plates, Dies & Tools**

9.1 Where you provide us with a mould, die, tool, printing plate or any other item used in the manufacturing process (Your Tools), you acknowledge that:

(a) we are not liable for any loss or damage of Your Tools– except to the extent caused by our gross negligence or wilful misconduct; and

(b) we are responsible for all general maintenance of Your Tools, but you are responsible for the cost of refurbishments, end of life replacements and other similar significant expenses.

9.2 If any of Your Tools are no longer reasonably required to manufacture the Products (including where you have not ordered Products requiring use of Your Tools for a period we believe is unreasonably long), you must collect those items from us at your expense within 30 days of our notice. Where you do not do so, we may dispose of those items at your expense.

9.3 We will exercise reasonable care in printing any relevant Australian Product Number (“APN”) symbol but we do not guarantee the accuracy or scanability of APN symbols.

**9.4 (Colour Tolerances)** Should the Specifications require us to match any shade or colour, a light and dark tolerance will be allowed to such extent as is agreed upon by the parties at the time the standard colour is specified and in the absence of any agreement a reasonable tolerance will be allowed.

**10. Confidentiality**

**10.1 (Confidentiality)** Each party must (a) strictly maintain the confidentiality of the other party’s Confidential Information and only use it for the purposes of this agreement; and (b) only disclose Confidential Information of the other party to its Personnel (including those of its Related Bodies Corporate) who need to know for the purpose of exercising rights and obligations in relation to an Order and who are subject to confidentiality obligations in relation to that information. These confidentiality obligations do not apply to information that is required to be disclosed by law or the rules of a publicly recognised stock exchange.

**11. Termination**

11.1 A party may terminate an Order where:

(a) the other party is in breach of these Terms, and fails to remedy that breach within 21 Business Days of written notice of its breach; and

(b) to extent permitted by law, an application is made to a court to wind up the other party, or a receiver or administrator is appointed to manage the affairs of the other party.

11.2 Any rights or obligations in these Terms which by their nature are continuing, will survive termination or expiration of this Agreement (eg obligations of reimbursement, confidentiality, limitation of liability).

**12. Force Majeure**

12.1 We are not liable for delay or non-performance of our obligations to the extent caused by a Force Majeure Event. We will notify you if we are impacted by a Force Majeure Event and use reasonable endeavours to overcome it. If a Force Majeure Event continues for a period of 60 days or more, either party may terminate the relevant Order.

**13. Dispute Resolution**

13.1 Except where a party seeks urgent interlocutory intervention (eg injunction) or where we seek to recover an amount you owe us, before a party commences legal proceedings: (a) a party must send a written notice to the other clearly describing the claim / dispute (Dispute Notice), and (b) a senior manager of each party must attempt to resolve the issue in good faith.

13.2 If the dispute is not resolved within 30 days of the Dispute Notice, the parties will refer the dispute to mediation in Melbourne (with the parties to agree an appropriate mediator good faith). Each party will bear its own costs of the mediation (with the costs of the mediator to be shared equally).

13.3 If the dispute is not resolved within 90 days of the Dispute Notice (including as part of any mediation process), either party may commence legal proceedings.

**14. PPSA**

14.1 If you fail to pay by the due date any amount owing to us, we may (without limiting our other rights) recover and resell any of the Products in which property has not passed to you. You authorise us to enter onto the premises where the Products are kept to take possession of the Products for that purpose at any time, and you indemnify us for our reasonable costs or liability incurred. We may only recover and resell for our own account sufficient Products to satisfy all unpaid liabilities, the costs of recovery and resale and any other costs or expenses recoverable under this Contract. If we recover any excess, we will not be liable in damages to you but must account for the excess in accordance with the PPSA or other applicable laws. If there is any inconsistency between our rights under this clause 14.1 and our rights under the PPSA, this clause prevails (to the extent permitted by law).

14.2 You acknowledge and warrant that we have a security interest (for the purposes of the PPSA) in the Products and any proceeds until title in the Products passes to you under clause 5.2. You must do anything reasonably required by us to enable us to register and maintain our security interest. Our security interest attaches to the Products when you obtain possession of them.

14.3 If the PPSA would otherwise apply to the enforcement of the security interest created under this agreement, you agree that the following provisions of the PPSA will not apply:

(a) PPSA – Australia: section 95 (notice of removal of accession) to the extent that it requires the Supplier to give a notice to the Purchaser; section 121(4) (enforcement of liquid assets – notice to grantor); section 130 (notice of disposal), to the extent that it requires the Supplier to give a notice to the Purchaser; section 132(3)(d) (contents of statement of account after disposal); section 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral);

section 143 (reinstatement of security agreement) do not apply.

(b) PPSA – New Zealand: section 114(1)(a) (notice of sale of collateral), section 133 (debtor reinstatement of security agreement) and section 134 (limit on reinstatement of security agreement) do not apply, and you waive your rights under sections 121 (persons entitled to notice may object to proposal), 129 (secured party must give notice of removal of accession), 131 (order concerning removal of accession) and 132 (entitled persons may redeem collateral).

14.4 We do not need to give you any notice under the PPSA (including a notice of verification statement) unless the notice is required by the PPSA and cannot be excluded. All payments for Products received from you must be applied in accordance with section the relevant provisions of the PPSA.

**15. General**

**15.1 (Modern Slavery)** We will use our best endeavours to ensure no Modern Slavery is involved in supply of the Products, and we comply with all laws relevant to us relating to Modern Slavery.

**15.2 (Assignment)** You must not assign, novate or otherwise transfer an Order without our prior written consent.

**15.3 (No adverse construction)** To the extent permitted by law, nothing in these Terms is to be interpreted against a party solely because it drafted the Terms.

**15.4 (Laws)** This Agreement will be governed by laws of Victoria, Australia for Products supplied in Australia, and laws of New Zealand for Products supplied in New Zealand.

**15.5 (Waiver)** The failure of a party to require performance of any obligation under these Terms is not a waiver of that party’s rights.

**15.6 (Notices & Interpretation)** Any notices given under this agreement must be provided to each party using the contact details provided. Words importing the singular include the plural (and vice versa), and “including” means “including, without limitation”.

**16. Definitions**

Business Days means Monday to Friday, excluding public holidays in Victoria, Australia (for supplies in Australia) and in New Zealand (for supplies in New Zealand).

Confidential Information means information of a party that is by its nature confidential, including information about a party’s pricing, processes, product design, customers and strategy.

Consumer has the meaning under the relevant Consumer Laws.

Consumer Law means (a) in Australia, as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth); and (b) in New Zealand, as set out in the Fair Trading Act 1986 (NZ) and the Consumer Guarantees Act 1993 (NZ).

Default Interest means the 90 day Bank Bill Swap Bid Rate (as quoted on Reuters page BBSY at 10.45am) plus 2% commencing from the due date of payment (with interest accruing daily until all monies owing are paid in full).

Delivery Date means the date the Products are to be delivered, as confirmed by us.

Delivery Location means the delivery location agreed by the parties in writing.

Force Majeure Event means any event or circumstance which is beyond our reasonable control, including acts of God and natural disasters, acts of war, terrorism, epidemic, general unavailability or failures of the internet or public utilities (eg electricity), breakdown of machinery (where not caused by gross negligence), denial of service attacks and other intentional acts of harm by third parties, strikes and industrial action, acts of any government or governmental agency, and international trade embargoes and restrictions.

Incoterms means the latest version of the Incoterms issued by the International Chamber of Commerce.

Modern Slavery means any form of coercion, threats, force or deception used to exploit any person, and undermine or deprive them of freedom (eg human trafficking, slavery, servitude, child labour, forced marriage, or debt bondage).

Products means all products described in our quote or invoice.

GST has the meaning in: (a) for supplies in Australia – the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and (b) for supplies in New Zealand – The Goods & Services Tax Act 1985.

PPSA means (a) for supplies in Australia – the Personal Property Securities Act 2009 (Cth), and (b) for supplies in New Zealand – the Personal Property Securities Act 1999;

Price means the price for the Products as set out in our quote or invoice.

Intellectual Property Rights means all rights (whether created before, on or after the date of this Agreement and whether registered or unregistered) in respect of copyright, trade marks, patents, designs, protection of confidential information, circuit layouts, inventions, know-how, product or business concepts and any other identifiable result of intellectual endeavour, whether arising under statute or otherwise.

Order means each order for the Products which you place with us.

Personnel means the employees, representatives, agents, officers, contractors and subcontractors of a party.

Re-conditioned Products means Products that are not brand new, but which have been used previously and re-conditioned prior to sale to you.

Related Body Corporate has the meaning given to that term in the Corporations Act 2001.

Specifications means our standard specifications for the Products, or any other specifications we have agreed with you in writing.

Taxable Supply has the meaning in the relevant GST legislation.

Terms means the terms and conditions in this document.

# IPAM - Customer Comms with Standard T&Cs 11022025

Final Audit Report

2025-02-10

Created:	2025-02-10
By:	Sagar Ishpujani (sishpujani@cubis-systems.com.au)
Status:	Signed
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## "IPAM - Customer Comms with Standard T&Cs 11022025" History

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