

Brindisi Imports Pty Ltd (ABN 83 166 174 063) T/S Illuminotecnica.

1. Definitions: In these Terms unless the context requires otherwise:

- a. **"Australian Consumer Law"** means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and the corresponding provisions of the relevant State Fair Trading Acts; "Consumer" has the meaning given to it in the Australian Consumer Law; "Consumer Goods" means goods of a kind ordinarily acquired for personal, household or domestic use or consumption, as that expression is used in the Australian Consumer Law; "Consumer Guarantee" means the guarantees provided in Chapter 3, Division 1 of the Australian Consumer Law; and "Consumer Services" means services of a kind ordinarily acquired for personal, household or domestic use or consumption, as that expression is used in the Australian Consumer Law;
- b. **"Business day"** means a day that is not a Saturday, Sunday or public holiday in the location from which the relevant act is to be done.
- c. **"Customer"** means the person named in an order or to whom Brindisi Imports Pty Ltd otherwise agrees to supply goods and services from time to time.
- d. **"Company website"** means www.studio100jbw.com.au.
- e. **"Delivery fee"** means the delivery set out in the relevant quote or agreed in writing by the parties or if no delivery fee is set out in the quote or agreed by the parties the costs incurred by Brindisi Imports Pty Ltd in delivering the goods to the customer which are charged to the customer.
- f. **"Event of Default"** means any of the following events: (i) the Customer fails to pay for the Products; (ii) the Customer is in breach of these Terms; (iii) if the Customer is a company: an order is made or a resolution is effectively passed for winding up of the Customer; the Customer resolves to appoint a receiver or provisional liquidator or an administrator, or a receiver or provisional liquidator or an administrator is appointed; the Customer goes into liquidation or makes an assignment or an arrangement or composition with its creditors; the customer stops payment or is deemed unable to pay its debts within the meaning of the Corporations Act 2001;(iv) if the Customer is a natural person, an order is made for the Customer's bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs or an order is applied for or made to place the assets and affairs of the Customer under administration (v); the Customer ceases or threatens to cease carrying on business; (vi) Brindisi Imports Pty Ltd forms an opinion, on a reasonable basis, that any of the foregoing are likely to occur (d) "Officer" means each director, secretary, manager and authorised representative of Brindisi Imports Pty Ltd;
- g. **Force Majeure Event** means any event arising from, or attributable to, acts, events, omissions or accidents which are beyond the reasonable control of a party including fire, failure or shortage of power supplies or raw ingredients, abnormally inclement climate or weather conditions, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, riot, disease, civil commotion, insurrection, political instability, armed conflict, war, terrorist action, strike or other labour difficulty or shortage, unavailability or transport providers, failure or inability to obtain any licence or the threat of any or the foregoing.

- h. **“Goods”** means any products purchased by the consumer from Brindisi Imports Pty Ltd from time to time including any components of such goods.
- i. **“Illuminotecnica”** means Brindisi Imports Pty Ltd Australia Pty Ltd (ABN 85 619 503 543)
- j. **“Order”** means any order or other request by or for the customer to Brindisi Imports Pty Ltd for Brindisi Imports Pty Ltd to supply the customer any goods and / or services whether written, verbal or implied in the circumstances.
- k. **“Product Warranty Statement”** means the product warranty statement published by Brindisi Imports Pty Ltd from time to time (and is displayed on the company website) setting out the terms of the express warranties provided by the company in relation to certain goods.
- l. **“Products”** means all goods and/or services (including delivery services) supplied or to be supplied by Brindisi Imports Pty Ltd to the Customer;
- m. **“Related Bodies Corporate”** has the same meaning as in the Corporations Act 2001.
- n. **“Quote”** means a quote if any given by the Company to the customer in respect of goods and services.

2. Orders:

Brindisi Imports Pty Ltd may accept or reject any order for Products. Acceptance of an order may be in whole or in part, by delivery of the relevant Products or in such other manner communicated by Brindisi Imports Pty Ltd to the Customer, including where the Products are backordered. Where the order value is less than \$200.00 (inclusive of GST), Brindisi Imports Pty Ltd may apply a handling fee of \$50.00 (inclusive of GST). Once an order is placed by the customer and confirmed, Brindisi Imports Pty Ltd will not accept cancellations. Notwithstanding that acceptance of an order has been communicated to the Customer, Brindisi Imports Pty Ltd may in its complete discretion refuse to supply the Products (or such part of the Products) at any time. Without limiting any other provision of these Terms, Brindisi Imports Pty Ltd is not liable for any loss or claim suffered by the Customer as a consequence of Brindisi Imports Pty Ltd taking such action.

3. Delivery:

Unless otherwise agreed, Brindisi Imports Pty Ltd will arrange for the delivery of the Products to the Customer. Risk of loss passes to the Customer on the earliest to occur of collection of the Products by the Customer from an Brindisi Imports Pty Ltd warehouse or other Brindisi Imports Pty Ltd specified location; delivery of the Products to the Customer or third-party site designated by the Customer; or delivery of the Products by Brindisi Imports Pty Ltd to a carrier for the purpose of delivering the Products to the Customer or third-party site. Delivery of Products to the Customer will be to a single site, unless otherwise agreed in writing by Brindisi Imports Pty Ltd and the Customer. Requests for proof of delivery may only be made within 30 days of the invoice date. If a request is not made within this time, Products are deemed delivered.

4. Inspection:

The customer must inspect all goods and notify Brindisi Imports Pty Ltd of any damage to, or any issues with the goods within two business days after the delivery or collection (as applicable) and must provide Brindisi Imports Pty Ltd with details of the damage or issues identified by the customer.

5. Pricing:

Prices for Products are those quoted by Brindisi Imports Pty Ltd in writing and are open for the period of time specified in the quotation or 30 days, whichever is the lesser. Brindisi Imports Pty Ltd may charge delivery fees and storage fees for Products.

6. Payment:

The Customer must pay for all Products supplied by Brindisi Imports Pty Ltd within 30 days after the end of the month in respect of which the invoice relating to the Products is dated or any longer period approved by Brindisi Imports Pty Ltd to the Customer. The Customer may not withhold, set-off or otherwise resist payment on any basis. Payment by credit card will incur a transaction fee.

7. Interest:

Brindisi Imports Pty Ltd is entitled to charge the Customer interest on amounts not paid within the specified credit period in an amount equal to 9% of the amount outstanding, calculated monthly from the invoice date until payment of the debt.

8. Discounts:

In addition to all other rights of iGuzzini Partner, if the Customer is in breach of any of its obligations under the Contract, any discounts, including settlement discounts, or other economic benefits provided to the Customer by Brindisi Imports Pty Ltd are automatically revoked and the prices for Products will be adjusted upwards accordingly.

9. GST:

Each amount payable by the Customer under these Terms in respect of a Taxable Supply by Brindisi Imports Pty Ltd is a GST exclusive amount and the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999.

10. Withdrawal or Variation of Credit:

Brindisi Imports Pty Ltd may, at any time, without the need to provide a reason and without any obligation on Brindisi Imports Pty Ltd to notify the Customer, increase, decrease or withdraw any credit facilities granted to the Customer.

11. Ownership:

(a) Title to and ownership of the Products does not pass until the Customer and all Related Bodies Corporate of the Customer have paid all moneys owing to Brindisi Imports Pty Ltd on any account in full.

(b) Until payment of all such moneys, the Customer holds the Products as fiduciary bailee and agent for Brindisi Imports Pty Ltd and must keep the Products physically separate from all other goods of the Customer, and clearly identified as owned by iGuzzini Partner.

(c) If an Event of Default occurs, then without prejudice to Brindisi Imports Pty Ltd's other rights, Brindisi Imports Pty Ltd may on providing reasonable notice to the Customer, enter any premises occupied by the Customer or any other place where the Products may be, and recover

possession of them. If the Products are on a third-party site, the Customer must procure access rights for BRINDISI IMPORTS PTY LTD from the controller of the third-party site such that Brindisi Imports Pty Ltd may enter onto the site and recover and retake possession of them on reasonable notice.

(d) If the Customer sells any of the Products while money is owed to iGuzzini Partner, the Customer holds the proceeds on trust for iGuzzini Partner. Such proceeds shall be deemed to equal in dollar terms such corresponding part of the amount owed by the Customer to Brindisi Imports Pty Ltd at the time of receipt

(e) If the Customer uses the Products in some manufacturing or construction process of its own or of some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as relates to such Products in trust for iGuzzini Partner. Such proceeds shall be deemed to equal in dollar terms the corresponding amount owing by the Customer to BRINDISI IMPORTS PTY LTD at the time of receipt.

(f) Until payment of all moneys owing on any account to iGuzzini Partner, any proceeds referred to above received by the Customer must be held in a separate account and not mixed with any other funds.

(g) The rights of Brindisi Imports Pty Ltd under this clause 9 do not limit or exclude any other rights of BRINDISI IMPORTS PTY LTD against the Customer.

12. Charge over Customer's Property:

As security for payment to Brindisi Imports Pty Ltd of all moneys payable by the Customer, the Customer charges in favour of Brindisi Imports Pty Ltd the whole of the Customer's undertaking, property and assets (including, without limitation, all of the Customer's interests both legal and beneficial in freehold and leasehold land) both current and later acquired. The Customer irrevocably appoints each Officer as its attorney to do all things necessary to register each such charge.

13. Security Interests:

(a) Terms that are defined in the Personal Property Securities Act 2009 (PPSA) have the same meaning in this clause. (b) The Customer agrees and acknowledges that, for the purposes of the PPSA, BRINDISI IMPORTS PTY LTD has a security interest in the Products and in any right in relation to or derived from the Products and such other undertaking, property and assets of the Customer. (c) Brindisi Imports Pty Ltd may register its security interests under clause 9, 10 and 11. (d) The Customer waives the right to receive a verification statement under the PPSA. (e) The Customer agrees that, if Chapter 4 of the PPSA applies to the enforcement of Brindisi Imports Pty Ltd.'s security interests, the following provisions of the PPSA will not apply to that enforcement: section 95 to the extent that it requires Brindisi Imports Pty Ltd to give a notice to the Customer; section 96; section 130, to the extent that it requires Brindisi Imports Pty Ltd to give a notice to the Company; subsection 132(3)(d); subsection.

14. Suspension or Ceasing of Supply:

(a) Brindisi Imports Pty Ltd may in its complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products to the Customer even if an order is part fulfilled. (b) Without limiting clause (a) or any other rights Brindisi Imports Pty Ltd has, if an

Event of Default occurs Brindisi Imports Pty Ltd may, without prejudice to its other rights, call up moneys owed to it by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits arising therefrom, and/or enter onto any premises where Products are located and with the full cooperation and assistance of the Customer and retake possession of any Products. Where the Products are located on a third-party site, the Customer must procure access for Brindisi Imports Pty Ltd or its representatives.

15. Australian Consumer law:

Under the ACL, certain Consumer Guarantees may apply in respect of the goods and services, if they are acquired by the customer as a “consumer” within the meaning of section 3 of the ACL (Consumer).

Nothing in these should be interpreted as attempting to exclude, restrict or modify the application of any applicable provision of the ACL, any liability of Brindisi Imports Pty Ltd for failing to comply with these provisions of the ACL or the customers right to make a claim in respect of the consumer guarantees or under any other provision of the ACL

16. Product Warranty Statement

In addition to any consumer guarantees that may be available to a consumer under the ACL, Brindisi Imports Pty Ltd provides the standard warranties set out in the Product Warranty Statement (as published on our website www.100jbw.com.au).

17. Warranties:

(a) This clause does not apply to a customer who is a Consumer. Otherwise, the Customer acknowledges and agrees that it has not relied on any representation made by Brindisi Imports Pty Ltd which has not been expressly stated in these Terms. Any representation, advice, recommendation, information or assistance provided by BRINDISI IMPORTS PTY LTD in relation to the Products supplied or their use or application must not be relied upon by the Customer and the Customer acknowledges and agrees that it is the Customer’s responsibility to satisfy itself as to the appropriate use or application of the Products and that the Products are suitable for any particular purpose. Any description of our Products including any specifications, diagrams, samples or drawings are approximate and are given by way of identification only. Without limiting this clause (a), the use of that description does not constitute a sale by description and does not form part of the Contract. The Customer indemnifies Brindisi Imports Pty Ltd against all loss, cost, expense, demand, claim or liability suffered or sustained by Brindisi Imports Pty Ltd in connection with any act or omission of the Customer including but not limited to negligence of the Customer or any unauthorised representation made or warranty given by the Customer in connection with the Products.

(b) This clause does not apply to a customer who is a consumer. Otherwise, the Customer will have no claim for defects in respect of any Products apparent on inspection unless a written complaint is received by Brindisi Imports Pty Ltd within 7 days of receipt of the Products by the Customer, which complaint identifies the defect. BRINDISI IMPORTS PTY LTD will, at its option, accept the return of, or give a credit for Products where: the Customer has complied with this clause (b); Brindisi Imports Pty Ltd is satisfied as to the claim by the Customer; in the case of Products that have at the request of the Customer, been specifically sourced, the supplier of such Products will accept return of the Products for credit; and, if Brindisi Imports Pty Ltd elects

to have the Products returned, the Products are returned to BRINDISI IMPORTS PTY LTD in the same condition as when first delivered to the Customer with the relevant invoice number and date of order. Brindisi Imports Pty Ltd will not accept the return of or give credit for Products supplied in cut lengths or otherwise fabricated to Customer specifications or requirements. BRINDISI IMPORTS PTY LTD may, at its sole discretion, accept the return of, or give credit for, Products that are not damaged or defective if requested by the Customer. All Products returned are subject to a **minimum handling charge of 30%** of the invoiced price except in the case of defective Products or Products incorrectly supplied. In the case of buy-ins against Customer orders, credit will only be allowed if the original manufacturer/supplier also accepts the return

18. Exclusion and limitation of Brindisi Imports liability:

(a) Subject to clauses (b) and (c) below, Brindisi Imports Pty Ltd will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by iGuzzini Partner, its employees, contractors or agents whether negligent or not, except that nothing in these Terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so.

Without limiting the foregoing, any works, including rectification works are at the sole cost and expense of the Customer.

(b) In respect of Products supplied by Brindisi Imports Pty Ltd to the Customer, subject to clause (d), if the Customer is a Consumer, the liability of BRINDISI IMPORTS PTY LTD however caused, suffered or incurred by the Customer because of a failure to comply with a Consumer Guarantee is limited, at BRINDISI IMPORTS PTY LTD option, to replacement of the Product or supply of equivalent Product; repair of the Product; payment of the cost of replacing the Product or acquiring equivalent Product; or payment of the cost of having the Product repaired.

(c) In respect of services supplied by BRINDISI IMPORTS PTY LTD to the Customer, subject to clause (d), if the Customer is a Consumer, the liability of BRINDISI IMPORTS PTY LTD however caused, suffered or incurred by the Customer because of a failure to comply with a Consumer Guarantee is limited, at BRINDISI IMPORTS PTY LTD's option, to supplying the services again or payment of the cost of having the services supplied again.

(d) Clauses (b) and (c) do not apply if: it is not 'fair and reasonable' for BRINDISI IMPORTS PTY LTD to rely on them in accordance with section 64A (3) and (4) of the Australian Consumer Law; the Products are Consumer Goods; the services are Consumer Services; or the loss arises in relation to any guarantee pursuant to any of sections 51, 52 or 53 of the Australian Consumer Law.

19. Catalogues, samples and price lists:

Brindisi Imports Pty Ltd price lists, product catalogues and other similar documents do not constitute an offer by Brindisi Imports Pty Ltd to supply goods appearing in those lists or catalogues or an offer by Brindisi Imports Pty Ltd to supply goods at the prices set out in those lists or catalogues. Unless otherwise agreed in writing by the company and the customer, the company's price lists and product catalogues may be varied by the customer at any time by displaying the updates price list and product catalogue on the company website.

20. Compliance with Australian Standards:

Brindisi Imports Pty Ltd cannot be held liable that all product supplied are in accordance with the relevant Australian Standards. Brindisi Imports Pty Ltd will supply product requested by the Customer, it is presumed that the Customer or third party has completed the appropriate considerations prior to choosing and ordering the product from iGuzzini Partner.

21. Certification:

A statement signed by an Officer certifying the amount of any moneys payable by the Customer or identifying any Products as "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer. A text or electronic mail message from Brindisi Imports Pty Ltd to the Customer constitutes a statement by an Officer for the purposes of this clause. Notification of Change of Details: The Customer will notify BRINDISI IMPORTS PTY LTD of any change in its ownership, structure or management, including any change of director, shareholder or beneficiaries, or any change in partnership or trusteeship within 7 days of the date of change.

22. Provision of Financial Information:

The Customer will supply, promptly on request of BRINDISI IMPORTS PTY LTD and, in any event no later than 5 days after such a request is made, certified copies of its most recent financial statements (including management accounts, if required), tax returns and any other financial information of the Customer requested by iGuzzini Partner.

23. Intellectual Property:

These Terms do not give the Customer any intellectual property rights in the Products. Brindisi Imports Pty Ltd is not liable to the Customer for any infringement or unauthorised use of intellectual property rights.

24. Effect of Other Terms:

These Terms supersede all previous terms and conditions between Brindisi Imports Pty Ltd and the Customer. No terms of the Customer apply to any agreement between the Customer and iGuzzini Partner.

25. Amendment to Terms:

Brindisi Imports Pty Ltd may amend these Terms from time to time without reference to the Customer and such Terms, as amended, will apply from such date. The current Terms are available on the Brindisi Imports Pty Ltd website and by request.

26. Expenses:

The Customer must pay to Brindisi Imports Pty Ltd any costs, charges and expenses (including all stamp duty and legal fees calculated on a full indemnity basis) incurred by Brindisi Imports Pty Ltd in connection with the entry into these terms, the exercise or attempted exercise of any power, right or remedy under these Terms, and the failure of the Customer to comply with these Terms. Trusts: These Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.

27. Severance:

Each clause and sub-clause of these Terms is separate and independent. If any clause or sub-clause is found to be invalid or ineffective, the other clauses or sub-clauses or parts will not be adversely affected.

28. Application of Laws:

The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the law applying to New South Wales is the proper law governing these Terms.

29. Set-Off:

Brindisi Imports Pty Ltd may set-off amounts owing by Brindisi Imports Pty Ltd to the Customer or the Customer's Related Bodies Corporate against moneys owing by the Customer to Brindisi Imports Pty Ltd on any account. Brindisi Imports Pty Ltd right of set-off does not exclude or limit the Customer's obligations (including to pay) in any way. The Customer may not set-off.

30. Assignment:

Brindisi Imports Pty Ltd may assign the Contract without the prior written consent or knowledge of the Customer.

31. Force Majeure

Brindisi Imports Pty Ltd will not be liable for any failure to perform or delay in performing its obligations under a contract if that failure or delay is due to a Force Majeure event.

32. General Provisions

- a. The customer may not assign any rights or obligations under these terms or any contract without prior written consent of iGuzzini Partner.to the extent of the inconsistency:
 - i. The prices and quality of the goods and / or services set out in the quote (if any)
 - ii. These terms
 - iii. The credit application
 - iv. Any other terms of the quote (if any) and
 - v. Any other terms of the order which are accepted by iGuzzini Partner.
- b. In the event of any inconsistency between any of the documents listed the following order of precedence will apply
- c. These terms are governed by the laws in force in New South Wales and the company and the customer submit to the non-exclusive jurisdiction of the courts of New South Wales.