

# PRICE LIST

**\*Effective from 01/07/2023\***

**\*\*Prices Are Per Each (1.2 x 2.4M) and Excluded GST \*\***

**\*\*\*Products Are From Bord Timber Veneer\*\*\***

MDF NATURAL TIMBER VENEER	CODE	DESCRIPTION	PRICE	COLOUR
	FXN001	American Cherry	\$ 489.95	
	FXN002	American Oak Quarter Cut	\$ 489.95	
	FXN003	American Oak Crown Cut	\$ 489.95	
	FXN004	Americian Walnut	\$ 489.95	
	FXN005	Beech	\$ 489.95	
	FXN006	Birch	\$ 489.95	
	FXN007	Blackbutt	\$ 489.95	
	FXN008	Blackbutt NFG	\$ 489.95	
	FXN009	Blackwood	\$ 489.95	
	FXN010	Brushbox	\$ 489.95	
	FXN011	European Ash	\$ 489.95	
	FXN012	European Oak	\$ 489.95	

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MDF NATURAL TIMBER VENEER	CODE	DESCRIPTION	PRICE	COLOUR
	FXN013	Hoop Pine	\$ 489.95	
	FXN014	Ironbark	\$ 489.95	
	FXN015	Jarrah	\$ 489.95	
	FXN016	Plantation Oak	\$ 489.95	
	FXN017	Reg Gum	\$ 489.95	
	FXN018	Rock Maple	\$ 489.95	
	FXN019	Red Heart Eucalyptus	\$ 489.95	
	FXN020	Smoke Eucalyptus	\$ 489.95	
	FXN021	Smoke Oak	\$ 489.95	
FXN022	Spotted Gum	\$ 489.95		
FXN023	Tasmanian Ash	\$ 489.95		
FXN024	Tasmanian Oak	\$ 489.95		

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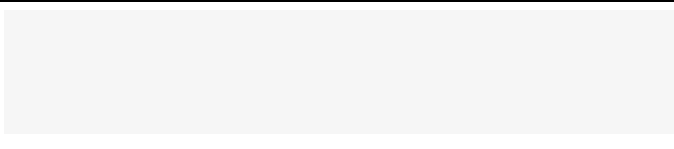







\*\*Prices Are Per Each (1.2 x 2.4M) and Excluded GST \*\*

MDF ACRYLIC	CODE	DESCRIPTION	PRICE	COLOUR
	FXA001	High gloss	\$ 217.95	
	FXA005	High gloss	\$ 217.95	
	FXA008	High gloss	\$ 217.95	
	FXA016	High gloss	\$ 217.95	
	FXA017	High gloss	\$ 217.95	
	FXA018	High gloss	\$ 217.95	
	FXA019	High gloss	\$ 217.95	
	FXA013	High gloss metallic 3D	\$ 217.95	
	FXA004	High gloss sparkings	\$ 217.95	
FXA014	High gloss sparkings	\$ 217.95		
FXA015	High gloss sparkings	\$ 217.95		

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MDF ACRYLIC	CODE	DESCRIPTION	PRICE	COLOUR
	FXA002	Super matt	\$ 217.95	
	FXA006	Super matt	\$ 217.95	
	FXA007	Super matt	\$ 217.95	
	FXA009	Super matt	\$ 217.95	
	FXA010	Super matt	\$ 217.95	
	FXA011	Super matt	\$ 217.95	
	FXA012	Super matt	\$ 217.95	
	FXA003	Super matt metallic	\$ 217.95	
	FXA020	Super matt black	\$ 217.95	



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MDF ACRYLIC	CODE	DESCRIPTION	PRICE	COLOUR
	FXA021	Wood grain series	\$ 217.95	
	FXA022	Wood grain series	\$ 217.95	
	FXA023	Wood grain series	\$ 217.95	
	FXA024	Wood grain series	\$ 217.95	
	FXA025	Wood grain series	\$ 217.95	
	FXA026	Wood grain series	\$ 217.95	
	FXA027	Wood grain series	\$ 217.95	
	FXA028	Wood grain series	\$ 217.95	
	FXA029	Wood grain series	\$ 217.95	
	FXA030	Wood grain series	\$ 217.95	
	FXA031	Wood grain series	\$ 217.95	
	FXA032	Wood grain series	\$ 217.95	

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MDF ACRYLIC	CODE	DESCRIPTION	PRICE	COLOUR
	FXA033	EB anti finger prints	\$ 217.95	
	FXA034	EB anti finger prints	\$ 217.95	
	FXA035	EB anti finger prints	\$ 217.95	
	FXA036	EB anti finger prints	\$ 217.95	
	FXA037	EB anti finger prints	\$ 217.95	
	FXA038	EB anti finger prints	\$ 217.95	
	FXA039	EB anti finger prints	\$ 217.95	
	FXA040	EB anti finger prints	\$ 217.95	

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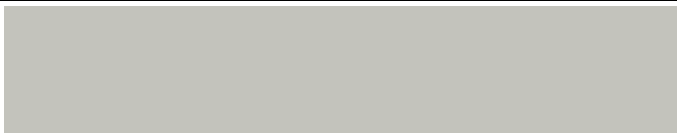



**\*\*Prices Are Per Each (1.2 x 2.4M) and Excluded GST \*\***

MDF MELAMINE	CODE	DESCRIPTION	PRICE	COLOUR
	FXM001	Melamine wood grain	\$ 114.61	
	FXM002	Melamine wood grain	\$ 114.61	
	FXM003	Melamine wood grain	\$ 114.61	
	FXM004	Melamine wood grain	\$ 114.61	
	FXM005	Melamine wood grain	\$ 114.61	
	FXM006	Melamine wood grain	\$ 114.61	
	FXM007	Melamine wood grain	\$ 114.61	
	FXM008	Melamine wood grain	\$ 114.61	
	FXM009	Melamine wood grain	\$ 114.61	

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MDF MELAMINE	CODE	DESCRIPTION	PRICE	COLOUR
	FXM010	Melamine wood grain	\$ 114.61	
	FXM011	Melamine wood grain	\$ 114.61	
	FXM012	Melamine wood grain	\$ 114.61	
	FXM013	Melamine light grey	\$ 114.61	
	FXM014	Melamine dark grey	\$ 114.61	
	FXM015	Melamine black	\$ 114.61	
	FXM016	Melamine beige	\$ 114.61	

## SPECIAL TRADING TERMS

<p align="center"><b>**CREDIT ACCOUNT**</b></p> <p>Cash-on-delivery AND 5% discount for the first 3 orders.                  14-day-account AND 5% discount from the 4th order.                  30-day-account AND 5% discount from the 7th order.</p>	<p align="center"><b>** PRICE BEAT GUARANTEE **</b></p> <p>Find a lower priced identical item, we'll BEAT it by 5%                  (excluding cash back, rebates and coupon offers)</p>
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# **Finex Timber Pty Ltd – Terms & Conditions of Trade**

## 1 Definitions

- 1.1 "Finex Timber" means Finex Timber Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Finex Timber Pty Ltd.
- 1.2 "Customer" shall mean the Customer (or any person, including any Trustee acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by Finex Timber to the Customer.
- 1.3 "Goods" means all Goods or Services supplied by Finex Timber to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4 "Price" means the Price payable for the Goods as agreed between Finex Timber and the Customer in accordance with clause 4 below.

## 2. Acceptance

- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.
- 2.2 These terms and conditions may only be amended with Finex Timber's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Finex Timber.
- 2.3 The Customer acknowledges and accepts in the event that the Customer is a Trustee acting on behalf of a legal entity Trust, then Finex Timber reserves the right to request the written authority pertaining to the said authority endorsing the Trustee's right to enter into a legally binding contract between the Customer and Finex Timber to which that party will then be bound to the terms and condition of this document.
- 2.4 No order which has been accepted by Finex Timber may be cancelled by the buyer except with the agreement in writing of Finex Timber and on terms that the buyer shall indemnify Finex Timber in full against all loss (Including loss of Profit), costs (Including the cost of all labour and materials used), damages, charges and expenses incurred by Finex Timber as a result of cancellation.

## 3. Change in Control

- 3.1 The Customer shall give Finex Timber not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by Finex Timber as a result of the Customer's failure to comply with this clause.

## 4. Price and Payment

- 4.1 At Finex Timber's sole discretion the Price shall be either:

- (a) as indicated on any invoice provided by Finex Timber to the Customer; or
- (b) Finex Timber's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. Any material delivered after 30 days of date of quotation will be subject to any increases that may have occurred. Please do not hesitate to contact me with any further queries.

- 4.2 Finex Timber reserves the right to change the Price if a variation to Finex Timber's quotation is requested.

- 4.3 Finex Timber reserves the right, by giving notice to the buyer at any time before delivery, to increase the price of the goods where delivery occurs more than 6 months after the date of acceptance of the order to reflect any increase in the cost to Finex Timber which is due to any factors beyond the control of Finex Timber (Such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labor, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the good which is requested by the buyer, or any delay caused by any instructions of the buyer or failure of the buyer to give Finex Timber adequate information or instructions.

- 4.4 Mark up any alterations you have on the schedules, fax back to us & we will adjust accordingly. Unless you advise otherwise your acceptance of this quote signifies your acceptance of the scheduled sizes & quantities. No additional items will be included in the above price. Any required item overlooked by either you or us & not on 4.5 At Finex Timber's sole discretion a non-refundable deposit may be required.

- 4.6 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by Finex Timber, as below:

- (a) 50% deposit required to schedule for production. 50% balance required before delivery.
- (b) Finex Timber accept credit account which is applied as fourteen (14) days accounts applied after the first 3 orders and, thirty (30) days accounts applied after the first 6 orders.

- 4.7 The Customer acknowledges and agrees that the debit balance of the Customer's account must not exceed the allowed credit limit provided by Finex Timber.

- 4.8 Payment may be made by cash, cheque, electronic/on-line banking, credit card, or by any other method as agreed to between the Customer and Finex Timber.

- 4.9 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to Finex Timber an amount equal to any GST Finex Timber must pay for any supply by Finex Timber under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price

## 5. Delivery of Goods

- 5.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:

- (a) the Customer or the Customer's nominated carrier takes possession of the Goods at Finex Timber's address; or
- (b) Finex Timber (or Finex Timber's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.

- 5.2 At Finex Timber's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.

- 5.3 The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then Finex Timber shall be entitled to charge a reasonable fee for redelivery and/or storage.

- 5.4 Finex Timber may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

- 5.5 Any time or date given by Finex Timber to the Customer is an estimate only. The Customer must still accept delivery of the Goods even if late and Finex Timber will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.

## 6. Risk

- 6.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.

- 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Finex Timber is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Finex Timber is sufficient evidence of Finex Timber's rights to receive the insurance proceeds without the need for any person dealing with Finex Timber to make further enquiries.

- 6.3 If the Customer requests Finex Timber to leave Goods outside Finex Timber's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.

## 7. Access

- The Customer shall ensure that Finex Timber has always clear and free access to the work site to enable them to undertake the works. Finex Timber shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Finex Timber.

## 8. Title

- 8.1 Finex Timber and the Customer agree that ownership of the Goods shall not pass until:

- (a) the Customer has paid Finex Timber all amounts owing to Finex Timber; and
- (b) the Customer has met all of its other obligations to Finex Timber.

8.2 Receipt by Finex Timber of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared, or recognised.

8.3 It is further agreed that:

- (a) until ownership of the Goods passes to the Customer in accordance with clause 8.1 that the Customer is only a bailee of the Goods and must return the Goods to Finex Timber on request.
- (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for Finex Timber and must pay to Finex Timber the proceeds of any insurance in the event of the Goods being lost, damaged, or destroyed.
- (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Finex Timber and must pay or deliver the proceeds to Finex Timber on demand.
- (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Finex Timber and must sell, dispose of or return the resulting product to Finex Timber as it so directs.
- (e) the Customer irrevocably authorises Finex Timber to enter any premises where Finex Timber believes the Goods are kept and recover possession of the Goods.
- (f) Finex Timber may recover possession of any Goods in transit whether or not delivery has occurred.
- (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Finex Timber.
- (h) Finex Timber may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer

9. Personal Property Securities Act 2009 ("PPSA")

9.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

9.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by Finex Timber to the Customer.

9.3 The Customer undertakes to:

- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up to date in all respects) which Finex Timber may reasonably require to;
  - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register.
  - (ii) register any other document required to be registered by the PPSA; or
  - (iii) correct a defect in a statement referred to in clause 9.3(a)(i) or 9.3(a)(ii).
- (b) indemnify, and upon demand reimburse, Finex Timber for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby.
- (c) not register a financing change statement in respect of a security interest without the prior written consent of Finex Timber.
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Finex Timber.

10. Security and Charge

10.1 In consideration of Finex Timber agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

10.2 The Customer indemnifies Finex Timber from and against all Finex Timber's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Finex Timber's rights under this clause.

10.3 The Customer irrevocably appoints Finex Timber and each director of Finex Timber as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Customer's behalf.

11. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

11.1 The Customer must inspect the Goods on delivery and must within seven (7) days of delivery notify Finex Timber in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow Finex Timber to inspect the Goods.

11.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).

11.3 Finex Timber acknowledges that nothing in these terms and conditions purports to modify or exclude the Non Excluded Guarantees.

11.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Finex Timber makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Finex Timber's liability in respect of these warranties is limited to the fullest extent permitted by law.

11.5 If the Customer is a consumer within the meaning of the CCA, Finex Timber's liability is limited to the extent permitted by section 64A of Schedule 2.

11.6 If Finex Timber is required to replace the Goods under this clause or the CCA, but is unable to do so, Finex Timber may refund any money the Customer has paid for the Goods

11.7 If the Customer is not a consumer within the meaning of the CCA, Finex Timber's liability for any defect or damage in the Goods is:

- (a) limited to the value of any express warranty or warranty card provided to the Customer by Finex Timber at Finex Timber's sole discretion;
- (b) limited to any warranty to which Finex Timber is entitled, if Finex Timber did not manufacture the Goods;
- (c) otherwise negated absolutely.

11.8 Subject to this clause 11, returns will only be accepted provided that:

- (a) the Customer has complied with the provisions of clause 11.1; and
- (b) Finex Timber has agreed that the Goods are defective; and
- (c) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and
- (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.

11.9 Notwithstanding clauses 11.1 to 11.8 but subject to the CCA, Finex Timber shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

- (a) the Customer failing to properly maintain or store any Goods;
- (b) the Customer using the Goods for any purpose other than that for which they were designed;
- (c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
- (d) the Customer failing to follow any instructions or guidelines provided by Finex Timber;
- (e) fair wear and tear, any accident, or act of God.

11.10 Notwithstanding anything contained in this clause if Finex Timber is required by a law to accept a return then Finex Timber will only accept a return on the conditions imposed by that law.

## 12. Intellectual Property

12.1 Where Finex Timber has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Finex Timber.

12.2 The Customer warrants that all designs, specifications or instructions given to Finex Timber will not cause Finex Timber to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Finex Timber against any action taken by a third party against Finex Timber in respect of any such infringement.

12.3 The Customer agrees that Finex Timber may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Finex Timber has created for the Customer.

## 13. Default and Consequences of Default

13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Finex Timber's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

13.2 If the Customer owes Finex Timber any money the Customer shall indemnify Finex Timber from and against all costs and disbursements incurred by Finex Timber in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Finex Timber's collection agency costs, and bank dishonour fees).

13.3 Without prejudice to any other remedies Finex Timber may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Finex Timber may suspend or terminate the supply of Goods to the Customer. Finex Timber will not be liable to the Customer for any loss or damage the Customer suffers because Finex Timber has exercised its rights under this clause.

13.4 Without prejudice to Finex Timber's other remedies at law Finex Timber shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Finex Timber shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to Finex Timber becomes overdue, or in Finex Timber's opinion the Customer will be unable to make a payment when it falls due;
- (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

## 14. Cancellation

14.1 Finex Timber may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Finex Timber shall repay to the Customer any money paid by the Customer for the Goods. Finex Timber shall not be liable for any loss or damage whatsoever arising from such cancellation.

14.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Finex Timber as a direct result of the cancellation (including, but not limited to, any loss of profits).

14.3 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

## 15. Privacy Act 1988

15.1 The Customer agrees for Finex Timber to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by Finex Timber.

15.2 The Customer agrees that Finex Timber may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess an application by the Customer; and/or
- (b) to notify other credit providers of a default by the Customer; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Customer. The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

15.3 The Customer consents to Finex Timber being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

15.4 The Customer agrees that personal credit information provided may be used and retained by Finex Timber for the following purposes (and for other purposes as shall be agreed between the Customer and Finex Timber or required by law from time to time):

- (a) the provision of Goods; and/or
- (b) the marketing of Goods by Finex Timber, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.

15.5 Finex Timber may give information about the Customer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Customer;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

15.6 The information given to the credit reporting agency may include:

- (a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- (b) details concerning the Customer's application for credit or commercial credit and the amount requested; (c) advice that Finex Timber is a current credit provider to the Customer;
- (c) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (d) that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (e) information that, in the opinion of Finex Timber, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customer's credit obligations);
- (f) advice that cheques drawn by the Customer for one hundred dollars (\$100) or more, have been dishonoured more than once;
- (g) that credit provided to the Customer by Finex Timber has been paid or otherwise discharged.

## 16. Construction Contracts Act 2004

16.1 At Finex Timber's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Construction Contracts Act 2004 may apply.

16.2 Nothing in this agreement is intended to have the affect of contracting out of any provisions of the Construction Contracts Act 2004 of Western Australia, except to the extent permitted by the Act where applicable.

## 17. General

17.1 The failure by Finex Timber to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Finex Timber's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

17.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which Finex Timber has its principal place of business and are subject to the jurisdiction of the courts in that state.

17.3 Subject to clause 11 Finex Timber shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Finex Timber of these terms and conditions (alternatively Finex Timber's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

17.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Finex Timber nor to withhold payment of any invoice because part of that invoice is in dispute.

17.5 Finex Timber may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

17.6 The Customer agrees that Finex Timber may amend these terms and conditions at any time. If Finex Timber makes a change to these terms and conditions, then that change will take effect from the date on which Finex Timber notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for Finex Timber to provide Goods to the Customer.

17.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, or other event beyond the reasonable control of either party.

17.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent, and that this agreement creates binding and valid legal obligations on it.