**MIDLAND BRICK PTY LTD - CONDITIONS OF SUPPLY**

In these terms and conditions (**Terms**):

1. **Business Days** means a day that is not a Saturday, Sunday or public holiday in Western Australia.
2. **Chain of Responsibility** means the road transport laws contained in the *Road Traffic (Administration) Act 2008*, the *Road Traffic (Vehicles) Act 2012*, the *2004 Load Restraint Guide* and associated regulations, as amended from time to time.
3. **Company** means Midland Brick Pty Ltd (ACN 635 664 710).
4. **consequential loss** means loss beyond the normal measure of direct damages and includes without limitation and whether or not such loss would be within the normal measure of direct damages, indirect loss, loss of profit, loss of revenue, loss of business, loss of actual or anticipated savings, loss of bargain, loss of business reputation, loss of use, cost of capital or costs of substitute goods, facilities or services and loss of opportunity (including opportunities to enter into arrangements with third parties).
5. **defect in the Goods** means Goods that are not of merchantable quality or fit for any specified purpose.
6. **Deposit** means the amount specified in the Quote (if any).
7. **First Grade Goods** means brand new Goods that are not Special Grade Goods/Seconds.
8. **Goods** means bricks, pavers, masonry and stone blocks or any other materials sold by the Company and described in the Quote.
9. **Insolvency Event** means the happening of any of the following events in relation to the Defaulting Party (as that term is defined in K.1):
   (a) the Defaulting Party enters into a compromise or arrangement (or announces one) under section 411 of the *Corporations Act 2001* (Cth);
   (b) a managing controller is appointed over the whole (or substantially the whole) of the Defaulting Party's property; or
   (c) the Defaulting Party enters into voluntary administration.
10. **Purchaser** means the person or entity placing an order for the Goods specified in the Quote.
11. **Quote** means the quotation form issued by the Company to the Purchaser, and if more than one such form is issued, means the latest such form. If an order is placed over the telephone, and a written Quote is not issued prior to acceptance of the order, the Company's records of the phone order and the Company's delivery docket shall be prima facie evidence of the Purchaser's order.
12. **Site** means the address to which the Goods will be delivered as specified in the Quote.
13. **Special Grade Goods/Seconds** has the meaning given to it in C.10 (Quality of Goods).

## A. APPLICABILITY OF THE COMPANY'S TERMS

1. All Quotes and all orders for the supply of Goods are made and/or accepted by the Company on and subject to these Terms. The Purchaser's terms and conditions, howsoever provided, do not form part of these Terms (even if any representative of the Company signs those terms and conditions and/or they are annexed to these Terms or any quote or purchase order).
2. Any variation or changes to these Terms (other than an update to these Terms by the Company), whether to apply to all subsequent orders, or any particular order, may only be made if it:
   (a) is in writing;
   (b) is signed by authorised managers of both parties; and
   (c) expressly states that it is a variation to these Terms,

   and the parties agree and acknowledge that their representatives and employees that are not authorised managers as referred to in this clause A.2 do not have the authority to vary these Terms, or to agree that these Terms do not apply to a supply to which these Terms would otherwise apply.
3. Where the Purchaser has entered into an agreement with BGC (Australia) Pty Ltd or Midland Brick Pty Ltd for the provision of credit to the Purchaser (**Credit Agreement**) the terms of the Credit Agreement shall prevail over these Terms to the extent of any inconsistency.
4. The Company reserves the right to accept or decline, in whole or in part, any order for Goods placed by the Purchaser.

## B. BASIS OF QUOTE

1. The Quote remains valid for 30 days from the date specified on the Quote. Any extension of validity is at the discretion of the Company.
2. Unless agreed otherwise, the price quoted is based on current costs and will remain firm if accepted within 30 days of the date of the Quote.
3. The Purchaser acknowledges that:
   (a) the price quoted does not include:
      (i) cleaning or sealing of the Goods;
      (ii) the provision of traffic management and any other site allowances; and
      (iii) costs incurred by the Company where delivery is prevented in circumstances where the Purchaser has not arranged for adequate traffic management or other site allowances.

   These costs are payable by the Purchaser and will be in addition to the price quoted;
   (b) the minimum order quantity for any Good is one pack; and
   (c) packs vary in quantity depending on the Goods ordered.
4. If the Purchaser requires a different quantity of Goods than that supplied in a pack, or requires a mixture of different Goods in the one pack then additional charges may apply.
5. The Purchaser should allow for chipping, breakage, cuttage and wastage when ordering Goods. The Company recommends:
   (a) increasing the Purchaser's order by 5% to allow for this; and
   (b) using any chipped or broken Goods for cuts and infill.
6. The Company will use reasonable endeavours to ensure that any chipping and breakage does not exceed 5% of the Purchaser's order.

**C. QUALITY OF GOODS**

1. If the Purchaser or the Purchaser's builder has provided the Company with information about the Site or the design of the building (**Specifications**), the Company has relied upon those Specifications in making any recommendation. If any Specifications provided are incorrect or incomplete, the Company is not liable for any failure of the Goods to perform arising from incorrect selection of Goods.

2. The Purchaser warrants to the Company that all Specifications provided to the Company for the selection, manufacture and supply of the Goods are accurate and correct and suitable in all respects for the Purchaser's intended use for the Goods.

3. Unless otherwise agreed in writing, the Company when giving the Quote will not be taken to have approved any Specification as being suitable for any particular purpose. The Purchaser shall be liable to the Company for any costs arising from the Specification as shown on the order or Quote being changed to that shown on the delivery docket.

4. Purchasers must ensure that the characteristics of the Goods shown on the Quote are in accordance with their requirements and any Specifications provided.

5. The Company shall not be liable for and is hereby released from and indemnified by the Purchaser in respect of any claims made by the Purchaser or any third party which arise out of any defects which may develop in the Goods, or any other claims due to:

   (a) faulty handling, placement or laying of the Goods by the Purchaser or any other person after delivery or collection;

   (b) the incorrect selection of, or Specifications for the Goods and any additives for the required use, situation and conditions, except to the extent that the Company has made such selection (in which case, this indemnity and release applies to the extent that any Specifications supplied by the Purchaser are incorrect);

   (c) the base on which the bricks/paving are laid being unsuitable or defective in any way;

   (d) any vehicle (other than the Company's or its contractor's) not being suitable to carry and maintain the Goods in good condition (and including the vehicle being unable to properly and safely carry the Goods);

   (e) the Purchaser ordering an amount of Goods that is not sufficient for proper coverage of the Area; and

   (f) inadequate traffic management at the Site.

6. The Purchaser acknowledges that:

   (a) the Company's specifications testing is carried out in accordance with Australian/New Zealand Standards AS/NZS 4456 test methods where applicable. Durability classification is based on product knowledge under Perth, Western Australia climatic conditions;

   (b) any technical information provided by the Company represents average properties obtained from production lots. If specific test results are required, the Purchaser should require the Company to take samples from current production lots;

   (c) if the Purchaser requires a fire rated wall, they should consult with a suitably qualified engineer prior to placing any order with the Company;

   (d) if the Purchaser requires a sound wall, they should consult with a suitably qualified acoustic engineer prior to placing any order with the Company;

   (e) to ensure the performance of any pavement, and in particular trafficable pavements, the Company recommends that:

      (i) square paving units are laid in a staggered bond or a 45° staggered bond laying pattern; and

      (ii) rectangular and interlocking paving units should be laid in a herringbone pattern.

      It is also important to include 10mm control joints in these pavements at required intervals;

   (f) any figures quoted per square metre or tonne are nominal only and subject to variance due to installation technique, raw material and allowable size variations exhibited by the Goods;

   (g) the physical properties of permeable pavers are indicative and variations in pavement performance will occur depending on unit size and laying pattern. The infiltration rate will vary depending on the age of the pavement and the maintenance schedule for the pavement;

   (h) retaining wall blocks have one purpose made face;

   (i) the Company's mortar mix recommendation (C:L:S) for a M3 application is 1:1:6 and 1:0:4 for a M4 application;

   (j) the Goods may be subject to efflorescence (a natural phenomenon in which a white deposit of water-soluble salts develops on the surface of masonry products) and vanadium staining;

   (k) the Goods may be subject to stains and blemishes caused by tannins, humus and salts from the surrounding soil and environment;

   (l) the Goods may be subject to fading, discolouration and surface texture variation which may occur as part of the manufacturing process; and

   (m) the Goods may be subject to minor colour, texture and size variations, which are caused by various factors beyond the Company's control, including but not limited to, sources of raw materials and pigments.

7. The Company does not guarantee:

   (a) that efflorescence and staining will not occur in any Goods supplied to the Purchaser;

   (b) colour consistency in any Goods supplied to the Purchaser;

   (c) that the Company's Goods will match the colour of the Purchaser's existing paving bricks, photographs of paving bricks in brochures or paving brick samples of the same trade description as the Goods; or

   (d) that Goods from different production runs will match in size, colour and texture.

8. The Company shall not be liable to the Purchaser for any paving laid by the Company which subsides due to external factors beyond the Company's control, including but not limited to, paving bricks being in close proximity to excavated areas around the perimeter of below ground pools, soak wells or leaking water services.

9. In instances when Goods with blended colours have been ordered, the Purchaser must obtain laying instructions from the Company (**Laying Instructions**) and the Goods must be

specifically laid in accordance with the Laying Instructions. The Company will not be liable for any loss or damage incurred by the Purchaser if the Purchaser fails to comply with the Laying Instructions.

10. The Purchaser acknowledges that all Goods which are supplied as Special Grade Goods/Seconds are sold "as is" at a lower price because they are imperfect or damaged and should be inspected before purchase. To the extent permitted by law, the Company will not be liable for any failure of the Special Grade Goods/Seconds to perform or comply with industry standards.

11. The Purchaser accepts that all Goods purchased are supplied (unless specifically stated on the Quote or purchase order) as "run of production" Goods and are not individually selected.

12. If the Purchaser requires their order to be:

    (a) individually selected; or

    (b) suitable for a particular purpose,

    then the Company must be notified in writing and also of the purpose for which the Goods are to be used, in which case additional charges (as notified to the Purchaser from time to time) will apply.

**D. DELIVERY & COLLECTION**

Delivery

1. Following acceptance of the Purchaser's order, the Purchaser shall nominate an estimated date for delivery of the Goods. Upon that nomination, the Company may, unless otherwise agreed:

    (a) nominate an alternative delivery date based on its production schedule and the availability of the Goods and transport; and

    (b) if the delivery date is more than 6 months after the Quote, review the price for the Goods in accordance with the Company's then current price list.

2. Subject to D.4, the Company will deliver the Goods:

    (a) for commercial sales: within 3 Business Days of the nominated date for delivery; or

    (b) for retail sales: within 5 Business Days of receiving payment for the Goods.

3. If the Purchaser requires delivery before the stipulated delivery date, the Purchaser must pay the reasonable costs of the Company in accelerating its order, in addition to the price quoted.

4. The Purchaser:

    (a) acknowledges that all times quoted for delivery are estimates only, and the Company will not be liable for any failure to deliver or for delay in delivery of Goods occasioned by strike, lockout or other industrial dispute, shortage of stock, shortage of labour, lack of skilled labour, delays in transit, fire, flood, hostility, civil commotion, third party carriers or any other cause whatsoever whether or not beyond the control of the Company.

    (b) shall not be relieved of any obligation to accept or pay for Goods by reason of any delay in delivery.

5. It is the Purchaser's responsibility to check the delivery docket and confirm that it is in accordance with the Purchaser's requirements before any Goods:

    (a) leave the Company's facility (where the Goods are collected); or

    (b) are unloaded (where the Goods are delivered).

6. If collection or delivery of Goods made in accordance with the description on the face of the docket is accepted, the Purchaser shall be liable to pay for it and shall have no claim against the Company for the Goods not being as ordered.

7. Subject to clause 8 below, delivery will be made to the kerb alignment or edge of the road unless previously agreed.

8. Prior to delivery, the Purchaser must ensure that:

    (a) adequate traffic management and other site allowances are provided for;

    (b) delivery in accordance with clause 7 above is permitted by the relevant local government; and

    (c) it is safe to deliver in accordance with clause 7 above.

    If delivery cannot be achieved in accordance with clauses 7 and 8 above then the Purchaser must notify the Company prior to delivery and provide the Company with details of an alternative delivery. The Purchaser will pay all additional costs incurred as a result of the alternative delivery.

9. If the Purchaser requires the delivery vehicle to leave a public road to gain access to the Site, the Purchaser shall:

    (a) ensure that the vehicle has a safe, suitable and unrestricted route between the kerbside nearest to the Site and the discharge or unloading location; and

    (b) release and indemnify the Company against any loss, damage, cost (including recharges) or liability arising from events occurring while gaining or caused by such access unless solely caused by the Company's negligent act or omission.

10. Delivery must be accepted by the Purchaser and discharge complete as soon as possible after the arrival of the delivery vehicle on Site. If discharge is not completed within 1 hour after arrival on Site, waiting time in excess thereof will be charged at the rates notified to the Purchaser from time to time, save and except delay caused by the Company.

Collection

11. The Purchaser will ensure that the Purchaser's motor vehicle and any trailer used to collect and transport the Goods is maintained in a mechanically sound condition that is fit for the purpose of collecting and transporting the Goods.

12. The Company may refuse to release the Goods to the Purchaser where the Company has reasonable grounds to believe that the Purchaser's motor vehicle or trailer is not fit for the purpose of collecting and transporting the Goods.

13. The Purchaser will comply with all relevant laws, including without limitation, all safety laws applicable to the supply of the Goods (including but not limited to the Industry Code of Practice for the Loading and Transport of Bricks and Paving, as amended from time to time) and Chain of Responsibility obligations with respect to the collection and transportation of the Goods.

**E. PRICE / PAYMENTS**

1. The Purchaser will be required to pay a Deposit, before any works commence unless otherwise agreed. The Company will be under no obligation to accept the Purchaser's order until such time as the Purchaser has paid the Deposit in full.

2. The Company's standard trading hours are Monday to Friday from 7.00am to 4.00pm, excluding public holidays. Deliveries and works will be performed only within these trading hours. Any requested delivery times must allow for the preparation of

Goods, delivery and travel time (to and from Site) within those periods.

3. The Purchaser must pay the agreed price, or where no price is agreed, the reasonable costs of all variations to orders in addition to the price quoted where variations are received after the Purchaser's order has been processed and the Company incurs costs as a result. The reasonable costs of a variation will be calculated by the Company at reasonable rates for labour and materials and will include a reasonable administration charge, allowance for overheads and profit and other costs incurred by the Company as a result of the variation. The Company will take reasonable steps to limit these costs once informed of the variation.

4. Terms of payment are cash before delivery or collection unless the Purchaser has entered into a Credit Agreement, in which case the terms of that Credit Agreement will apply.

5. In the event of any dispute between the parties, the Purchaser shall pay all undisputed amounts to the Company.

**F. PROPERTY & RISK**

1. Risk in the Goods passes to the Purchaser on the earlier of delivery to Site, collection of the Goods from the Company's premises specified on the Quote by the Purchaser or its road carrier, or delivery to any designated freight depot in Perth, whether or not they have been paid for in full. If the Site is unattended at the time of delivery, the Company may leave the goods on Site, and shall not be responsible for any loss, damage or theft after delivery.

2. Title in the Goods will not pass to the Purchaser until such time as the Goods are paid for in full.

3. Nothing in any Quote or purchase order gives the Purchaser any lease or right to use the Company's plant and equipment used to provide the Goods and/or services under these Terms. Title in and possession of the Company's plant and equipment remains with the Company at all times.

4. Unless specifically agreed with the Company and included in the Quote, the responsibility of commissioning and decommissioning the reticulation system is the responsibility of the Purchaser.

**G. CLAIMS**

1. If:

   (a) in the case of First Grade Goods, an amount in excess of 5% of any pack are chipped, broken, damaged or unusable; or

   (b) the Good do not substantially match the Company's showroom samples or brochures,

   then (subject to the operation of any consumer guarantee under the Australian Consumer Law) the:

   (a) Company is not liable unless the Purchaser notifies the Company within 5 Business Days after the date of delivery of the Goods;

   (b) Goods in question should be left at the Site and not laid in order that a representative of the Company can inspect the Goods; and

   (c) liability of the Company is in any case limited as set out in clause G.2 below.

2. To the extent permitted by law, the Company's liability under any condition or warranty which cannot legally be excluded is limited to:

   (a) the replacement of the Goods;

   (b) the repair of the Goods;

   (c) the payment of the cost of replacing the Goods; or

   (d) the payment of the cost of having the Goods repaired.

3. Where the Purchaser acquires Goods from the Company for the purpose of on-supplying to another person (**consumer**), the Company shall not be liable for any consequential loss suffered by the Purchaser unless otherwise stated in a contract or agreement. However, to the extent required by the Australian Consumer Law, the Company may be liable for any consequential loss suffered by the consumer.

4. The Company's warranty does not cover the Purchaser's costs of making the warranty claim.

**H. DEFECTS LIABILITY PERIOD**

1. Subject to clause H.2, the Company shall rectify any agreed defects in the Goods notified by the Purchaser to the Company as soon as reasonably practicable from receiving such notification within a period of 12 months from the date of delivery.

2. The Company shall not be liable to rectify any defects in the Goods caused by or arising from any work performed by the Purchaser, any person on behalf of the Purchaser or any third party, and the Purchaser indemnifies the Company against any obligation to do so.

3. The Purchaser's rights under this clause are in addition to other rights and remedies of the Purchaser under the Australian Consumer Law, where they apply. For the purposes of this clause, "our" and "us" refer to the Company and "you" refers to the Purchaser, and where terms are defined in the ACL, they have the same meaning. The ACL requires us to give you the following notice about the ACL consumer guarantees: *Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. 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*.

**I. CANCELLATION**

1. Subject to clause I.2, the Purchaser may cancel their order at any time prior to the delivery of the Goods.

2. If the Purchaser cancels their order, they must pay the agreed price, or where no price is agreed, the reasonable costs of cancelling their order in addition to the price quoted where the Company incurs costs as a result. The reasonable costs of the cancellation will be calculated by the Company at reasonable rates for labour and materials and will include:

   (a) an administration charge of $100;

   (b) where the Goods have been delivered or partially loaded onto a vehicle in anticipation of delivery, a restocking fee up to the value of 20% of the total cost of the Goods (plus GST); and

   (c) and other reasonable costs incurred by the Company as a result of the cancellation.

3. The Company will take reasonable steps to limit these costs once informed of the cancellation and requires 24 hours to effect the cancellation of the order.

4. For any Goods ordered and later cancelled, the Purchaser shall forfeit the Deposit to the Company.

**J. RETURNS**

1. With the exception of damaged or defective First Grade Goods and to the extent permitted by law, the Company may (but will not be obliged) to accept a return of First Grade Goods.

2. If the Company accepts returned First Grade Goods:

   (a) they must be in full pack form and in the same condition as when they were delivered to the Purchaser; and

   (b) the Purchaser must pay to the Company a restocking fee (being a sum equivalent to 20% plus GST of the purchase price of the First Grade Goods) plus all cartage costs.

3. The Company will not accept any refund or credit for cancellation, return or exchange of the following Goods (other than in respect of warranty claims):

   (a) Special Grade Goods/Seconds; or

   (b) custom made or processed Goods, or Goods acquired by the Company specifically for the Purchaser.

**K. TERMINATION**

1. A party (**Non-defaulting Party**) may terminate these Terms at any time by written notice to the other party (**Defaulting Party**) if any of the following apply:

   (a) the Defaulting Party fails to carry out any provision of these Terms, the failure is capable of remedy and the Defaulting Party does not remedy that failure within 7 days after written notice to the Defaulting Party requiring it to be remedied;

   (b) a judgement, order or encumbrance is enforced, or becomes enforceable upon any of the Defaulting Party's property;

   (c) an order for payment is made or judgment for an amount exceeding $10,000 is entered or signed against the Defaulting Party which is not satisfied within 7 days;

   (d) the Defaulting Party suspends or delays payment of its debts;

   (e) the Defaulting Party is unable to pay its debts as and when they fall due or goes into bankruptcy;

   (f) the Defaulting Party (being a corporation) has a liquidator appointed to it, or has a mortgagee of the corporation assume control of, or a receiver appointed to any of the assets or undertakings of the Defaulting Party (not being an Insolvency Event);

   (g) the Defaulting Party (being a corporation) is deregistered; or

   (h) to the extent permitted by law, the Defaulting Party suffers an Insolvency Event.

2. These Terms may be terminated by the Company at any time effective immediately upon the giving of notice if a change occurs in the Purchaser's circumstances which, in the Company's reasonable opinion, may have a material adverse effect on the Purchaser's ability to comply with its obligations under these Terms. Examples include (but are not limited to):

   (i) a change in the Purchaser's financial position up and until an Insolvency Event occurring;

   (j) the Purchaser factoring its debts; or

   (k) the Purchaser becoming party to litigation, arbitration or any other administrative proceeding.

3. If the Purchaser is the Defaulting Party under these Terms (or where any of the events in clause K.2 occurs), the Purchaser will forfeit the deposit and the Company may, at its option, exercise any or all of the following rights in addition to any other rights it may have under these Terms or at law:

   (a) suspend deliveries of further Goods to the Purchaser whether under these Terms or otherwise, and whether pursuant to the same or another order; and/or

   (b) withdraw any credit facilities which may have been extended to the Purchaser and require immediate payment of all moneys owed to the Company by the Purchaser.

4. If the Company is the Defaulting Party under these Terms, the Company shall:

   (a) return all monies paid by the Purchaser; and

   (b) be entitled to enter upon the Site to take possession of and remove the Goods.

5. The Defaulting Party (or in the case of an event under clause K.2, the Purchaser) will be responsible for, and will indemnify the Non-Defaulting Party (or the Company, as applicable) against, any damages, costs (including, without limitation, legal fees on a solicitor-client basis), losses and expenses, incurred by the Non-Defaulting Party (or the Company, as applicable) as a result of the breach or event.

6. On termination of these Terms under this clause K, each party retains its rights against the other party in respect of any past breach, in addition to any other rights, powers or remedies provided by law.

**L. FORCE MAJEURE**

1. A party (**Affected Party**) is not liable for any delay or failure to perform an obligation (other than to pay money) under these Terms caused by an act of God, fire, war, insurrection or other armed conflict, riot, vandalism or sabotage, strike, lockout, ban, transport or port accident or congestion, pandemic, epidemic, quarantine of persons or goods, limitation of work or other industrial disturbance or any law, rule, regulation, order, requirement or restraint imposed by any government or governmental agency whether local, state, national or international (other than an order, requirement or restraint resulting from the Affected Party's breach of any law, permit or authorisation).

2. The Affected Party must notify each other party as soon as practical of any anticipated delay or failure caused by an event specified in clause L1 (**Event**).

3. The performance of the Affected Party's obligation is suspended for the period of delay caused by the Event to the extent performance is prevented by the Event from the date notice is given under clause L2 and any such non-performance or delay in performance of this agreement will not be a breach of this agreement.

4. Any party may terminate this agreement at the expiration of not less than 7 days' notice to the other party if prevention of performance of a material obligation by an Event, or a delay caused by the Event, exceeds 90 days.

5. If a party terminates this agreement under clause L4, all money previously paid under this agreement for which no goods, services or other consideration has been provided must be refunded.

**M. GST**

1. Any expression used in this clause M and which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* has the same meaning in this clause M.

2. Unless otherwise expressly stated, all amounts stated to be

payable by the Purchaser under these Terms are exclusive of GST. GST is imposed on any supply made under or in accordance with these Terms, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this document, subject to the provision of a tax invoice by the supplier to the recipient.

**N. GENERAL**

1. These Terms are governed by and are to be construed according to the laws of Western Australia and the parties submit to the exclusive jurisdiction of the courts of Western Australia.

2. If any part of these Terms is, or becomes, void or unenforceable, that part is, or will be, severed from these Terms so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

3. A failure to exercise or delay in exercising any right, power or privilege by any party will not operate as a waiver of that right, power or privilege. A single or partial exercise of any right, power or privilege will not preclude any other or further exercise of that right, power or privilege, or the exercise of any right, power or privilege.

4. Where any obligation is placed on a party, it shall ensure that its employees, servants, contractors, agents and other persons acting on its behalf comply with that obligation. If any party to these Terms compromises two or more parties, each of those parties is jointly and severally liable on the covenants and obligations herein.

5. Where an indemnity, release or right is given to a party, that indemnity, release or right is also given to the party's employees, servants, contractors and agents.

6. These Terms constitute the entire agreement between the parties with respect to the subject matter of these Terms and contains all of the representations, warranties, covenants and agreements of the parties in relation to the subject matter of these Terms as at the date of these Terms. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by these Terms and has no further effect.

7. The Company collects the Purchaser's personal information for the purpose of providing goods and/or services and keeping a record of transactions on the Company's file. Personal information can include sensitive health information as required by the Company from time to time. The Company's privacy policy can be found at https://www.midlandbrick.com.au/Privacy-Policy.

These Terms are to be read in conjunction with the rights and remedies conferred on the purchaser by the Australian Consumer Law and similar States and Territory Laws.