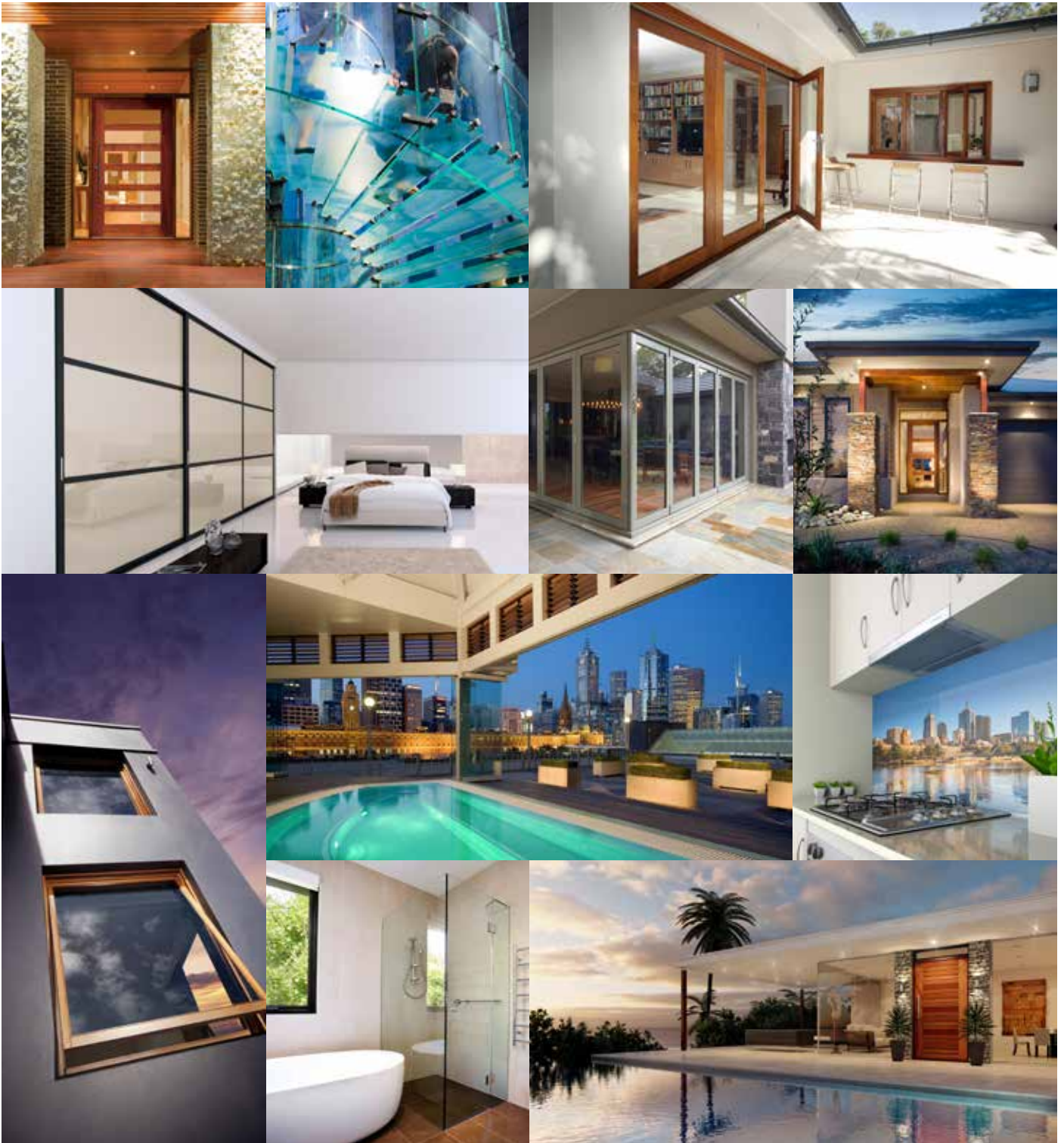


Terms & Conditions of Trade



TERMS AND CONDITIONS OF SALE

These are the entire Terms and Conditions of Sale of all goods merchandise and services (**Goods**) supplied by JELD-WEN AUSTRALIA PTY LIMITED (ACN 087 012 226) (ABN 62 087 012 226) and any associated and related companies or businesses (all of which are referred to as **JELD-WEN**) to any person, firm or company placing an order with JELD-WEN for the purchase of any Goods (**Customer**). Except as otherwise expressly agreed upon in writing between a duly authorised officer of the JELD-WEN and the Customer, these Terms and Conditions shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any Customer, or any other contract executed by the customer and JELD-WEN.

1. DEFINITIONS AND INTERPRETATION

- 1.1 "Business Day" means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
- 1.2 "Customer" means the person to whom the Quotation is addressed and/or any person who accepts it.
- 1.3 "Contract" means the contract for the sale of the Goods and the supply of the Services specified in the Order and subject to these terms and conditions of sale.
- 1.4 "Courts" means, in relation to a Jurisdiction, those courts and tribunals exercising jurisdiction in that Jurisdiction, including any competent Federal court exercising jurisdiction in that Jurisdiction.
- 1.5 "Domestic Building Acts" means:
 - 1.5.1 the Home Building Act 1989 (NSW);
 - 1.5.2 the Domestic Building Contracts Act 2000 (Qld);
 - 1.5.3 the Domestic Building Contracts Act 1995 (Vic); and
 - 1.5.4 the Home Building Contracts Act 1991 (WA), as amended from time to time, and includes any other laws or regulations which imply certain warranties into the contract between JELD-WEN and the Customer;
- 1.6 "Goods" means the Goods the subject of the Quotation.
- 1.7 "Order" means the acceptance of the Quotation in whole or in part by the Customer.
- 1.8 "Person" includes companies.
- 1.9 "Quotation" means the document issued by JELD-WEN outlining its estimate of the cost for the provision of specified Goods and Services.
- 1.10 "Services" means the Services, if any, to be supplied with the Goods and the subject of the Quotation.
- 1.11 Headings are for convenience only and do not form part of these terms and conditions of sale.
- 1.12 Reference to the singular includes the plural and the plural includes the singular.
- 1.13 Reference to one gender includes the others.

2. PLACING ORDER

- 2.1 Any person who accepts the Quotation warrants he is the duly authorised agent of the Customer for the purpose of placing the Order. An order is deemed to have been accepted by the Customer upon the signing of the Quotation and or payment of a deposit. By accepting the order the Customer is deemed to have read and understood the JELD-WEN terms and conditions of sale.
- 2.2 No quotation by JELD-WEN shall constitute an offer.
- 2.3 The Customer acknowledges that JELD-WEN has no obligation to agree to provide, or continue to provide any credit facilities to the Customer. The Customer is not entitled to any credit facilities until it receives notice from JELD-WEN to that effect and JELD-WEN may at any time by notice to the Customer reduce, vary or terminate any such credit facilities. Any credit limit that may apply from time to time in respect of credit facilities is for the administrative convenience and solely for the benefit of JELD-WEN and such credit limit does not constitute a term of this agreement nor of any Deed of Guarantee, Indemnity and Charge in respect of the obligations of the Customer.

3. TERMS OF PAYMENT

- 3.1 Payment is subject to any terms agreed between JELD-WEN and the Customer in writing. In the absence of such written agreement, but subject always to any restrictions imposed by the Domestic Building Acts, the Customer must make payment in full at the time of placing the Order.
- 3.2 The Customer is not entitled to defer, offset or withhold payment in whole or in part for any reason unless agreed to by JELD-WEN in writing.

- 3.3 If at any time monies are overdue, then at the option of JELD-WEN (but subject always to any restrictions imposed by the Domestic Building Acts) the whole account balance shall become immediately due and owing by the Customer.
- 3.4 JELD-WEN may, at its absolute discretion, charge interest on all overdue accounts at the rate of 2% per month calculated on daily rests and to charge for any expenses incurred in collecting or attempting to collect any overdue monies, including any debt collector's expenses incurred, or to be incurred.
- 3.5 JELD-WEN will charge an administration fee for any payment made by credit card and the amount to be charged will be advised to the customer at the time of placing the order.
- 3.6 If JELD-WEN is required to deviate from the Quotation in order to fulfil the Order, JELD-WEN may, in its absolute discretion, charge the Customer to the fullest extent permitted by law for any additional costs incurred by JELD-WEN in so doing.
- 3.7 A certificate signed by an authorised representative of JELD-WEN shall be prima facie evidence of the amount of indebtedness of the Customer to JELD-WEN at that time.
- 3.8 The Customer is liable to pay to JELD-WEN and JELD-WEN may recover in full from the Customer all costs, expenses and disbursements incurred and / or payable by JELD-WEN (including debt collection agency fees and legal costs of a solicitor and own client basis) arising from or as a result of JELD-WEN's exercising or enforcing or seeking or exercise or enforce a right under these Terms and Conditions or the accompanying Deed of Guarantee, Indemnity and Charge, and in particular, in collecting or attempting to collect amounts due to JELD-WEN. Such costs, expenses and disbursements may be recovered by JELD-WEN from the Customer as a liquidated debt. JELD-WEN may apply payments received from the Customer firstly to any costs, expenses and disbursements, then to interest and then to other amounts owed by the Customer.

4. ABILITY TO SUPPLY

- 4.1 Any obligation of JELD-WEN to supply Goods or Services is subject to its ability to secure labour, materials and other Services for the manufacture and supply of the Goods and Services.
- 4.2 JELD-WEN shall not be liable in anyway for failure to deliver the Goods and/or supply the Services within the stated time and the Customer may not reject the Goods and/or Services on account of such failure to deliver within the stated time.
- 4.3 JELD-WEN shall not be liable for any failure to supply or deliver the Goods or Services due to strikes, fires, explosions, flood, riot, lock-out, injunction, interruption of transportation, accidents, war, governmental action or other circumstances beyond JELD-WEN's control.
- 4.4 If for any reason JELD-WEN is unable to perform its obligations under the Contract, then JELD-WEN may at any time by notice in writing to the Customer terminate the Contract whereupon the Contract will be at an end and any deposit money paid by the Customer will be refunded by JELD-WEN and save for the recovery of the deposit neither party will have any claim against the other.

5. PRICES

- 5.1 Except for sub-clause 5.2, the prices on the Quotation shall remain current for 30 days. JELD-WEN reserves the right to vary the prices after lapse of 30 days to the extent permitted by law.
- 5.2 Quotations given for site glazing will remain valid for a period of 3 months (Aneeta 30 days) from date of completed manufacture of the Goods. JELD-WEN reserves the right to vary the charge after the lapse of 3 months (Aneeta 30 days) , to the extent permitted by law.
- 5.3 The quoted price is based upon the particular specifications of the Goods current at the time of Quotation. JELD-WEN reserves the right to vary the price if there is any variation in specification after the Order is placed, to the extent permitted by law.

- 5.4 Notwithstanding any other clause of these terms and conditions of sale, if any supply by JELD-WEN is subject to Goods and Services Tax (**GST**), the Customer must, unless the price on the Quotation expressly states that GST is included, pay an additional amount to JELD-WEN. The additional amount:
- 5.4.1 is equal to the price payable by the Customer for the relevant supply multiplied by the prevailing GST rate; and
- 5.4.2 is payable at the same time and in the same manner as the price for the supply to which the additional amount relates.
- 5.5 The Customer must pay to JELD-WEN all charges, duties, imposts, taxes (including any goods and services taxes and sales taxes) and similar amounts payable in relation to the sale or supply of any products or services by JELD-WEN to the Customer.
- 5.6 To secure repayment of all amounts the Customer owes to JELD-WEN on any account from time to time, the Customer charges, as beneficial owner and trustee of any trust, in favour of JELD-WEN all of the Customer's right, title and interest in land held now or in the future wherever located. Pursuant to this charge, the Customer acknowledges JELD-WEN's caveatable interest and consents to JELD-WEN lodging a caveat over the Customer's land at any time. Immediately on JELD-WEN's request the Customer agrees to execute a mortgage in registrable form in JELD-WEN's favour over any of the Customer's land and by reason of this agreement to execute a mortgage in JELD-WEN's favour the Customer acknowledges that JELD-WEN is an equitable mortgagee in respect of the Customer's land.
- 5.7 The Customer is not entitled to make any claim upon JELD-WEN if any amounts are outstanding from the Customer to JELD-WEN. The Customer is not entitled to set off any amounts against any amounts owed by the Customer to JELD-WEN unless specifically agreed to by JELD-WEN in writing. JELD-WEN may at any time set off amounts owed by JELD-WEN to the Customer against any sums owed by the Customer to JELD-WEN.
- 6. DELIVERY**
- 6.1 Delivery of the Goods shall be deemed to occur when they are handed to the Customer or his representative or are delivered to the premises or site or carrier nominated by the Customer and the Goods shall thereafter be at the Customer's risk.
- 6.2 Upon the signing of a delivery docket unless the contrary is noted in that docket, the Goods shall be deemed to have been delivered in good order and condition and if no person is present to sign the delivery docket then the Goods will be deemed to have been delivered in good order and condition. To the extent permitted by law, the Customer may only return Goods if a shortage, damage or other fault at the time of delivery is reported by the Customer to JELD-WEN within 24 hours of delivery and confirmed in writing within 7 days of such report.
- 6.3 The Customer agrees to accept delivery of the Goods or to make alternative delivery arrangements within 7 days of JELD-WEN notifying the Customer that the Goods are available for delivery. To the extent permitted by law, JELD-WEN reserves the right at its absolute discretion to charge a minimum fee of \$50 plus 2 percent of order value per week or part thereof, if the Customer fails to accept or make alternative arrangements for delivery within 7 days of being advised that delivery is ready.
- 6.4 Where the parties have agreed that the Customer will advise JELD-WEN of a "load date" (being a date for delivery), the Customer must:
- 6.4.1 give sufficient notice of the load date (being not less than the standard published lead time for the Goods to be manufactured and delivered; and
- 6.4.2 ensure that the load date is not more than 90 days after the date of the Order.
- 6.5 To the extent permitted by law, the Customer shall be responsible to JELD-WEN for any extra costs (which term shall include actual costs and imputed costs for storage, handling or demurrage) incurred by JELD-WEN as a result of failure of the Customer to take delivery of the Goods at the time and place specified. JELD-WEN will be entitled to a lien over the Goods until such costs have been paid in full.
- 6.6 If the Customer is required to give JELD-WEN notice of a load date under clause 6.4, and fails to do so within 90 days after placing the Order, JELD-WEN reserves the right to:
- 6.6.1 review and vary the price payable by the Customer under the Quotation to the extent permitted by law, if JELD-WEN considers it reasonable to increase those prices to reflect JELD-WEN's then current prices for such Goods (or equivalent Goods), in which case the Customer must pay the difference on demand; and/or
- 6.6.2 supply to the Customer equivalent Goods to those described in the Quotation but which may contain slight variations in design. Such variations will not materially affect the dimensions, operation or appearance of the Goods. JELD-WEN must inform the Customer of such variations at the time of delivery of the Goods.
- 6.7 If the Customer fails to accept any part of the Goods which JELD-WEN has dispatched in conformity with the Contract and such part of the Goods is returned to JELD-WEN and re-dispatched subsequently, then JELD-WEN may, to the extent permitted by law, require the Customer to pay on demand a charge equal to double the current delivery charge.
- 6.8 It is the Customer's responsibility on delivery to ensure that all products conform to its specification and requirements and no claims will be accepted for defects ascertainable on delivery in respect of products not conforming to the Customer's written specifications and requirements, unless made in writing within 14 days after delivery.
- 6.9 Any claim by the Customer that any products or services invoiced by JELD-WEN have not been delivered to or received by the Customer must be communicated in writing by the Customer to JELD-WEN within 14 days that the products or services were invoiced, failing which the Customer will be deemed to have received delivery of the products or services.
- 7. TITLE**
- 7.1 Products are at the Customer's risk from delivery and property in the Goods supplied by JELD-WEN to the Customer will not pass to the Customer until the money owing for those Goods and any other money owing by the Customer to JELD-WEN has been paid. The Customer in the meantime takes custody of the Goods as the fiduciary agent and bailee of JELD-WEN.
- 7.2 Where the Customer does not make payment in respect of specific Goods, payment must be treated as having been made first in respect of Goods which have passed out of the possession of the Customer, and then in respect of whatever Goods still in the possession of the Customer JELD-WEN elects.
- 7.3 Until the Goods have been paid for in full:
- 7.3.1 the Customer must store the Goods in such a manner as to show clearly that they are the property of JELD-WEN;
- 7.3.2 the Customer may sell the Goods, in the ordinary course of its business, but only as fiduciary agent of JELD-WEN. Any right to bind JELD-WEN to any liability to a third party by contract or otherwise is expressly negated. The Customer receives all proceeds, whether tangible or intangible, direct or indirect, of any dealing with the Goods (including any proceeds from insurance claims) in trust for JELD-WEN and must keep the proceeds in a separate bank account until the liability to JELD-WEN is discharged;
- 7.3.3 must keep all products insured against theft, damage, and destruction (and if the Customer fails to insure the products, JELD-WEN may do so and invoice the Customer for the cost of insurance) and
- 7.3.4 the Customer agrees not to sell, assign, charge or otherwise encumber or grant any interest over any obligations which any third party may owe to the Customer as a result of the use, manufacture or resale of the Goods.
- 7.4 The Customer irrevocably authorises JELD-WEN at any time, to enter any premises:
- 7.4.1 upon which the Goods are stored to enable JELD-WEN to:
- 7.4.1.1 inspect the Goods; and/or
- 7.4.1.2 if the Customer has breached these terms and conditions, reclaim possession of the Goods,
- 7.4.2 upon which the Customer's records pertaining to the Goods are held to inspect and copy such records.
- 7.5 The provisions of this clause apply notwithstanding any arrangement between the parties under which JELD-WEN or a related body corporate grants the Customer credit.

7.6 The right to on-sell, deal or otherwise dispose of the goods in the normal course of trade may be revoked at any time by JELD-WEN and shall automatically cease if the Customer does not pay JELD-WEN, the Customer is unable to pay its debts as they fall due, the Customer ceases or suspends the Conduct of its business or threatens to, execution is levied on any of the Customer's assets, a Receiver is appointed over any of the assets on the undertaking of the Customer or if a winding up order is made against the Customer or if the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or administration or calls a meeting of, or makes any arrangement or composition with, creditors or commits any act of bankruptcy, or where the Customer is in default of any of its obligations to JELD-WEN, and all amounts immediately become due and payable.

8. WARRANTY AND GUARANTEES

8.1 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 for 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.

8.2 Where you are not a "consumer" within the meaning of the Australian Consumer Law, the guarantees referred to in sub-clause 8.1 do not apply.

8.3 In addition to any rights or remedies that you may have under the Australian Consumer Law or any other law, and subject to sub-clauses 8.4 and 8.5 JELD-WEN warrants that if, within (a) seven (7) years for Stegbar, Regency and Airlite products (or other period as detailed in sub-clause 8.7 below) or (b) five years for Corinthian and William Russell products, or (c) ANEETA within six (6) years (or other period as detailed in Clause 8.7 below); from the date of shipment (Warranty Period), the Goods prove defective by reason of faulty workmanship and/or operating failure, JELD-WEN will repair or replace the Goods without charge.

8.4 The warranty in sub-clause 8.3 does not apply and to the extent permitted by law JELD-WEN will not be liable:

8.4.1 if the Goods have not been properly handled, installed and operated in accordance with JELD-WEN's standard specifications and recommendations;

8.4.2 if payment has not been received in full for the Goods;

8.4.3 in respect of any fault or failure arising from misuse or damage to the Goods by the Customer where the Goods include doors (other than wardrobe doors):

8.4.3.1 if the door(s) are not sealed within one month from the date of delivery with two coats of paint or varnish to both faces and all edges, including top and bottom and are hung in the correct manner;

8.4.3.2 unless exterior finishes have been applied to exterior doors and in light reflective colours;

8.4.3.3 if the door(s) contain a warp less than five millimetres;

8.4.3.4 if bleeding stains occur when painting timber and an oil based undercoat has not been used to cover and seal the stain; or

8.4.3.5 if solid construction doors have not been hung with 3 x 100mm hinges.

8.4.4 where the Goods include wardrobe doors, if the wardrobe door(s) contain a warp less than five millimetres.

8.5 JELD-WEN will not be responsible under clause 8.3 for additional charges of hanging, painting or other charges arising from the replacement of doors (including wardrobe doors).

8.6 In order to claim under the warranty in sub-clause 8.3 you must:

8.6.1 contact us at the address below within the warranty period; or

8.6.2 contact the supplier within the warranty period; and

8.6.3 provide the original proof of purchase.

This warranty does not include the cost of transportation to or from us.

8.7 Reinforced glass, toughened glass, float glass, laminated glass, painted glass, high performance glass, framed mirror glass, and moving parts which wear out as a part of normal use, are guaranteed against defects and degradation for a period of three years, but do require ongoing maintenance to not void the guarantee.

9. LIABILITY

9.1 Subject to clause 8, the only conditions, guarantees and warranties which are binding on JELD-WEN in respect of the state, quality or condition of the Goods and/or the Services (including advisory Services) are those imposed and required to be binding by statute (including the Australian Consumer Law and, if applicable, the Domestic Building Acts) and which cannot be excluded. To the extent permitted by law, the liability, if any, of JELD-WEN arising from the breach of such conditions, guarantees or warranties shall, at JELD-WEN's option, be limited to and completely discharged in the case of the Goods, either the replacement or the repair by JELD-WEN of the Goods and in the case of the Services, by the supplying of the Services again. The Customer must bear the costs of returning to JELD-WEN any Goods in respect of which a warranty claim is made. All other conditions, guarantees and warranties whether express or implied by law in respect of the state, quality or condition of the Goods and/or the Services which may apart from this clause be binding on JELD-WEN are hereby expressly excluded.

9.2 To the fullest extent permitted by law and subject to clause 9.1, JELD-WEN has no liability to any person for any loss or damage of any kind whatsoever including without limitation, for any indirect or consequential loss (including loss of profits, business, revenue, opportunity, goodwill, or loss arising from any failure, breakdown, defect or deficiency in the Goods and/or the Services) even if due to the negligence of JELD-WEN arising out of or in connection with the Goods and/or the provision of the Services.

10. CANCELLATION AND DEFAULT

10.1 The Contract may be cancelled/varied by the Customer only with the written consent of JELD-WEN. To the extent permitted by law, JELD-WEN may require as a condition of its consent that the Customer pay reasonable charges for such cancellation/variation, which take into account expenses incurred by JELD-WEN to the date of cancellation/variation, including recompense for any commitments made by JELD-WEN in consequence of the Order and all other losses both actual and prospective, incurred as a result of such cancellation/variation.

10.2 JELD-WEN shall be entitled to suspend delivery of the Goods or any part thereof and/or terminate the Contract if the Customer either fails to perform or observe any condition of the Contract including the terms of payment and/or delivery arrangements or if the Customer is made bankrupt, has a liquidator, receiver or official manager appointed for all or any part of his assets, or has a winding up order made against him or enters into any contract with creditors or voluntary insolvency administration. Such suspension and/or termination shall be without prejudice to and shall not affect any rights of JELD-WEN against the Customer prior thereto.

10.3 Upon termination of the Contract by JELD-WEN the security deposit (if any) shall be forfeited to JELD-WEN which may either sue the Customer for breach of Contract or resell the Goods and any deficiency arising on such resale and all expenses of and incidental to such resale or attempted resale and the Customer's default shall be recoverable by JELD-WEN from the Customer as liquidated damages. JELD-WEN may retain any monies paid by the Customer on account of the Contract other than the security deposit forfeited, as security for any damages awarded to JELD-WEN for the Customer's default.

11. PRIVACY

11.1 JELD-WEN collects the personal information of its Customers to enable it to provide a Quotation for its Goods and/or Services and to provide its Customers with the Goods and/or Services they request. JELD-WEN may disclose the personal information of its Customers to third parties (such as contractors) that assist it in providing its Goods and Services. Customers may gain access to any personal information held about them upon request. To find out more about JELD-WEN's commitment to the protection of privacy, Customers may ask for a copy of JELD-WEN's Privacy Policy.

11.2 Where Goods and/or Services are supplied to the Customer on credit the Customer irrevocably authorises JELD-WEN, its employees and agents to make such enquiries as it deems necessary to investigate the creditworthiness of the Customer including (without limitation) making enquiries from persons nominated as trade referees, the bankers of JELD-WEN or any other credit providers ("Information Sources") and the Customer authorises the Information Sources to disclose to JELD-WEN all information concerning the Customer which is within their possession and which is requested by JELD-WEN.

12. NOTICES

- 12.1 A notice or other communication connected with these terms and conditions ("Notice") has no legal effect unless it is in writing. In addition to any other method of service provided by law, the Notice may be sent by prepaid post to the address of the addressee set out in the Contract or subsequently notified; sent by facsimile to the facsimile number of the addressee; sent by email to the email address of the addressee; or delivered at the address of the addressee set out in the Contract or subsequently notified.
- 12.2 If the Notice is sent or delivered in a manner provided by clause 12.1, it must be treated as given to and received by the party to which it is addressed:
- 12.2.1 if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting;
- 12.2.2 if sent by facsimile or email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
- 12.2.3 if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- 12.3 Despite sub-clause 12.2.2:
- 12.3.1 a facsimile is not treated as given or received unless at the end of the transmission the sender's facsimile machine issues a report confirming the transmission of the number of pages in the Notice.
- 12.3.2 an email message is not treated as given or received if the sender's computer reports that the message has not been delivered; and
- 12.3.3 a facsimile or email message is not treated as given or received if it is not received in full and in legible form and the addressee notifies the sender of that fact within 3 hours after the transmission ends or by 12 noon on the Business Day on which it would otherwise be treated as given and received, whichever is later.

13. PERSONAL PROPERTY SECURITIES ACT 2009 ("PPS ACT")

- 13.1 JELD-WEN and The Customer hereby acknowledge that the PPS Act applies to all transactions pursuant to the Terms and Conditions of Sale or otherwise.
- 13.2 The Customer acknowledges that it will grant a security interest in all present and after acquired goods as security for all monies now and in the future owing by the Customer.
- 13.3 The Customer hereby agrees to do all such things and sign all such documents as are necessary and reasonably required to enable JELD-WEN to acquire a perfected security interest in all goods supplied.
- 13.4 The Customer hereby agrees to provide such information as is required to enable registration of a Purchase Money Security Interest ("PMSI") under the PPS Act.
- 13.5 The Customer hereby acknowledges that a PMSI is granted in priority to all other Creditors by the Customer in favour of JELD-WEN and in all goods that are supplied from time to time as security for the Customer's obligations to JELD-WEN.
- 13.6 The Customer hereby acknowledges that it will indemnify JELD-WEN for any liability for any costs of registration, maintenance, enforcement or discharge or security interest and such other costs and expenses as JELD-WEN may incur.
- 13.7 The Customer hereby agrees that it will not, without notice, change its name or initiate any change to any registered documentation, or act in any manner which would impact on the registered security interest of JELD-WEN.
- 13.8 The Customer hereby agrees to waive or exclude such Sections of the PPS Act as JELD-WEN may require, subject to those Sections being capable of exclusion.

The Applicant acknowledges and agrees to charge all of the Customer's interest in real property both (a) present and (b) future in order to secure payment of any and all monies which are now or hereafter become due and payable by the Customer to JELD-WEN and consents to the lodgement by JELD-WEN of a Caveat or Caveats noting its interest pursuant to such charge. If the Customer makes this application as Trustee of any Trust including without limitation the Trust (if any) described on the front page of this Application then:

- (a) the reference to "real property" in this clause includes any real property of the Trust in addition to the Customer's real property;
- (b) the Customer warrants that it:
- (i) is the only Trustee of the Trust; and makes this application for the purposes and benefit of the Trust;
- (ii) has the power under the Trust to enter into and observe its obligations under this agreement/application; and
- (iii) has a right to be indemnified out of the assets of the Trust in respect of its obligations under this agreement/application.

The Applicant acknowledges and agrees to indemnify JELD-WEN for all legal costs and fees in respect of such charge and Caveats as well as collection costs and any and all other costs it may incur in seeking to recover monies due and owing by the Customer to JELD-WEN.

- 13.9 JELD-WEN hereby reserves the right at any time in its sole discretion to make such amendments, alterations and additions to this Clause as it may in its sole discretion determine.

14. GOVERNING LAW

- 14.1 The Customer agrees that these Terms and Conditions of Sale shall be construed according to the laws of the State or Territory as JELD-WEN may in its sole discretion determine. Proceedings by either JELD-WEN or the Customer may be instituted and/or continued in the specific Court in such State or Territory as JELD-WEN may in its sole discretion determine. Failing such determination the Customer consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of that State.

15. MISCELLANEOUS

- 15.1 If any condition of a Customer's Order, or any contract executed between the customer and JELD-WEN, conflicts with or purports to vary these conditions, then these conditions shall prevail to the extent of any inconsistency or variation unless otherwise agreed upon in writing. The only way any other contract can waive compliance with the Credit Agreement is by explicit statement in the contract stating "that the terms of the JELD-WEN Credit Agreement does not apply to this contract".
- 15.2 The only terms and conditions binding on JELD-WEN are those contained herein or otherwise agreed to in writing by JELD-WEN and those, if any, which are imposed and which cannot be excluded by law.
- 15.3 Unless otherwise stated in the Quotation, all glass shall be clear glass.
- 15.4 It is expressly agreed that any variations in colour or texture of any material used in the Goods shall not be a defect.
- 15.5 If scaffolding is required it shall be the responsibility of the Customer.
- 15.6 If hoisting facilities are required for the removal of the Goods from the delivery vehicle or for their installation those facilities shall all be the responsibility of and at the cost of the Customer.
- 15.7 If anything in these terms and conditions or the Contract is unenforceable, illegal or void then it is severed and the rest of these terms and conditions and the Contract remain in force.
- 15.8 For the avoidance of doubt, and without limiting the generality of clause 15.7, the price variation provisions in Clauses 5 and 6 do not apply to Contracts for the supply of Services in Victoria.

16. ELECTRONIC COMMUNICATIONS

- 16.1 In addition to delivery in person, via post and via facsimile, the customer agrees to have invoices and statements sent via email.
- 16.2 The Customer agrees that email communications from JELD-WEN to the Customer constitute an "electronic communication" within the meaning of the Electronic Transactions Act 2000 (NSW).
- 16.3 The Customer agrees that in agreeing to receive invoices and statements via email, and the service of notices via e-mail under the NSW Act 1999 or any like or similar legislation that may be applicable in the State or Territory where the goods were delivered to the Customer, the Customer is in all instances designating "an information system for the purpose of receiving electronic communications" within the meaning of the Electronic Transactions Act 2000 (NSW).
- 16.4 The Customer agrees that evidence of the "dispatch" (within the meaning of the Electronic Transactions Act 2000 (NSW) by JELD-WEN of an email is also prima facie evidence of the "receipt" of the email by the Customer within the meaning of the Act. Unless the contrary is proven the time of receipt will be deemed to be twenty (20) seconds after the time of the "dispatch" of the email.

The person(s) signing this Application hereby warrants that he/she has read and fully understands the nature and effect of JELD-WEN Terms and Conditions of sale and:

- (a) He/She/They have authority to sign on behalf of and to bind the Applicant and the information provided is true and correct in every detail;
- (b) He/She/They agree(s) to provide such updated and regular financial and trading information as JELD-WEN may reasonably require from time to time;
- (c) He/She/They irrevocably grant permission to JELD-WEN before, during or after the provision of credit to give and receive information about the Applicant to and from any Credit Reporting Agency, Credit Provider, Bank or Financial Institution or any other corporation, association or person in accordance with the Privacy Act 1993 or otherwise. JELD-WEN is committed to your privacy. Our policy on the handling of personal information is to comply with Principles for the fair handling of personal information as set out in the Privacy Act 1993. In accordance with those Principles and JELD-WEN's Privacy Policy, persons will be given access to their personal information on request. We use the types of personal information collected to enable us to supply you with our products and/or services and for assessing Applications for Commercial Credit, managing accounts and, if necessary, ensuring our risk in collecting debts. This information may be disclosed to our related or associated companies, parties related to your employment (e.g. referees and others as set out in our Privacy Policy) contractors, other credit providers whether or not your account is overdue and, if necessary, our Risk Insurers, debt collectors and Credit Reporting Agencies. If all or part of the information requested is not provided we may not be able to consider any application made by you or to supply you with our goods and/or services and we may not be able to process your Application for Commercial Credit. If you have any questions or concerns about our Privacy Policy, please direct your requests to the Privacy Officer at our Head Office address at Level 3, 78 Waterloo Road, Macquarie Park NSW 2113.

This information may concern the Applicant's Consumer Credit and/or Commercial Credit and trading arrangements, may consist of Credit Reports and other credit and trading information concerning the Applicant and its business and may be used to assess or review at any time this application or to collect any overdue payments and/or to provide credit references in accordance with the provisions of the Privacy Act, 1993 or otherwise.

- (d) He/She/They hereby indemnify(ies) JELD-WEN in respect of any claims or actions arising out of the obtaining or providing of information concerning the Applicant.
- (e) That terms of payment are strictly net with full settlement due within 30 days of the month of supply (or such lesser agreed period) and if at any time monies are overdue then the whole account balance shall become due and owing.
- (f) That JELD-WEN reserves the right at its absolute discretion to (a) vary or withdraw without notice the level of credit granted and (b) change the period in which settlement is due.
- (g) The liability of the Customer to make payment to JELD-WEN on any account shall not be affected by any change in the Customer's trading style, shareholding (if applicable) or structure and the Customer shall remain liable to pay until any such change has been recognised in writing by JELD-WEN in response to the approval by it of a new Trade Credit Application.

Signed on behalf of the Applicant by Directors Partners Sole Trader

Signature Print name and title Date

Signature Print name and title Date

DEED OF GUARANTEE, INDEMNITY AND CHARGE

TO: JELD-WEN AUSTRALIA PTY LIMITED (ACN 087 012 226) (ABN 62 087 012 226) and any associated and related companies or businesses (all of which are referred to as **JELD-WEN**).

In consideration of JELD-WEN providing or continuing to provide Goods or supplying credit to the Customer or not commencing or continuing legal action against the Customer at the request of the Guarantor and for the business purposes of the Customer, the Guarantor enters this Deed and agrees with JELD-WEN as follows:

GUARANTEE

1. To guarantee and be responsible for the payment of the Money Secured to JELD-WEN by the Customer.
2. This guarantee and indemnity is given for valuable consideration and is a continuing guarantee to JELD-WEN for the whole of the Money Secured.
3. JELD-WEN may at any time/s at its discretion and without giving any notice whatsoever to the Guarantors refuse to provide further Goods to the Customer.
4. Where Guarantor consists of more than one person, this Deed is enforceable against all persons signing as Guarantor and each Guarantor will be jointly and severally liable immediately on signing this Deed.
5. If it is intended that more than one person be a Guarantor, this Deed will remain enforceable against each person signing as Guarantor even if any person proposed or contemplated to sign this Deed does not in fact do so.
6. JELD-WEN may at any time release or discharge the Guarantor or any of the persons included as Guarantor from the obligations of this Deed or grant time to pay, accept a composition from or enter arrangements with the Customer or any Guarantor without affecting the liability of any other Guarantor under this Deed except that any payment received by JELD-WEN under such composition or arrangement will operate as a discharge of liability to the extent of the payment.
7. Any payment made by or on behalf of the Customer which is later avoided by the application of any statutory provision shall be deemed not to discharge the Customer's indebtedness and in such any event the parties are to be restored to rights which each respectively would have had if the payments had not been made.
8. Where the Guarantor has the right to prove in any insolvency administration of the Customer, the Guarantor must do so and hold any dividends received on trust for JELD-WEN.

GUARANTEE

9. The Guarantor hereby indemnifies JELD-WEN against any and all losses and expenses of any nature including the costs of preparation of this Deed, stamp duty (if any) and legal costs on a solicitor/client basis arising in any way out of its dealings with the Customer, the intent being that the Guarantor is primarily liable for payment to JELD-WEN of such losses and expenses and of the Money Secured.

CHARGE

10. For the purpose of securing payment to JELD-WEN of the Money Secured, the Guarantor:
 - 10.1 Hereby charges all of its, his or her beneficial interest in real property (including all property acquired after the date of this Deed) in favour of JELD-WEN whether or not a demand has been made on the Customer or the Guarantor;
 - 10.2 Agrees to deliver to JELD-WEN within seven (7) days of written demand a Memorandum of Mortgage in registrable form and that the Money Secured is payable on demand incorporating the covenants contained in Memorandum No. Q860000 registered at the Land Titles Office of New South Wales as amended to comply with and reflect any appropriate laws in the jurisdiction(s) where the Guarantor has any beneficial interest in real and personal property and as amended appropriately to comply with any formal requirements of registration.
 - 10.3 Authorises and consents to JELD-WEN taking all actions necessary to give effect to this security including the lodgment of a Caveat upon Title of the Guarantor's Real Property. The Guarantor hereby irrevocably appoints JELD-WEN and any person nominated by JELD-WEN severally the attorney of the Guarantor with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.
 - 10.4 If the charge created by Clause 10.1 is or becomes void or unenforceable, it may be severed from this Deed without any effect on its validity and the Guarantor shall not be exonerated in whole or in part, nor shall JELD-WEN's right, remedies or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance.
11. A Certificate signed by an authorised representative of JELD-WEN shall be prima facie evidence of the amount of the Money Secured owed by the Customer or Guarantor at that time.
12. The Guarantor acknowledges that JELD-WEN has afforded him, her or it full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under the Deed prior to the signing of this Deed of Guarantee and Indemnity.
13. The Guarantor acknowledges that the Guarantor has made his, her or its own enquiries of the Customer regarding the Customer's past and prospective dealings with JELD-WEN and is satisfied as to the extent of his, her or its obligations arising from this Deed and that JELD-WEN is under no obligation to notify the Guarantor of any changes to its trading terms or dealings with the Customer even if these changes increase the Guarantor's liability under the Deed.
14. This Deed will be construed according to the laws of the State or Territory as JELD-WEN in its sole discretion determines. Proceedings may be instituted in such State or Territory as JELD-WEN may in its sole discretion determine. Failing such determination the Guarantor consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of the State of New South Wales.
15. The Guarantor hereby grants permission in accordance with the Privacy Act, 1988, to JELD-WEN to carry out such credit enquiries as JELD-WEN may in its sole discretion determine and to provide such information concerning the applicant to any other parties as JELD-WEN may in its sole discretion determine and the Guarantor further hereby indemnifies JELD-WEN in respect of any claims or actions arising out of the obtaining or providing of information concerning the Guarantor in exercise of its discretion as outlined herein.
16. It is acknowledged by the Guarantor that any credit limit that may apply from time to time in respect of the credit facilities provided by JELD-WEN to the Customer is for the administrative convenience and solely for the benefit of JELD-WEN and such credit limit does not constitute a term of that agreement nor of this Deed in respect of the obligations of the Customer or of the Guarantor.

**THIS IS A LEGAL DOCUMENT AND IF YOU ARE UNSURE OF
ITS MEANING AND EFFECT YOU SHOULD SEEK LEGAL ADVICE**

17. The Guarantor may only withdraw and be released from future liability and obligations under this Deed by written notice to the Corporate Credit Controller of JELD-WEN informing JELD-WEN that the Guarantor withdraws from this Deed. Withdrawal and release from future liability and obligations under this Deed will only be effective from a period of 30 days from actual receipt of the written notice of withdrawal by JELD-WEN. The Guarantor will remain liable under this Deed up to the time that the withdrawal is effective and this Deed remains in full force and effect until such time as all of the Guarantor's obligations that arose up to the date of effective withdrawal and release are discharged.

DEFINITIONS AND INTERPRETATION

“**JELD-WEN**” means JELD-WEN AUSTRALIA PTY LIMITED (ACN 087 012 226) (ABN 62 087 012 226) and any associated and related companies or businesses (all of which are referred to as JELD-WEN)

“**Customer**” means the person or Company set out in Item 1 of the Schedule.

“**Guarantor**” means the person or Company set out in Item 2 of the Schedule or any other person or persons signing or purporting to sign this Deed as Guarantor and that person's personal representative.

“**Goods**” means all goods, merchandise and services supplied or which may be supplied in the future at the Customer's request or credit extended by JELD-WEN to the Customer.

“**Money Secured**” means all monies now payable or which may become payable in the future or contingently by the Customer to JELD-WEN for any reason whether alone or jointly with another person including without limitation; money owed by the Customer for the supply of Goods; all money JELD-WEN pays or becomes liable to pay at the request of the Customer; all losses and expenses including legal costs on a solicitor/client basis however directly or indirectly arising from any dealing or default by the Customer under its contract with JELD-WEN or by the Guarantor under this Deed; all the costs incurred by JELD-WEN for recovering monies under any related security.

“**Deed**” means this Deed of Guarantee, Indemnity and Charge.

In interpreting this Deed words incorporating the singular number denotes the plural and vice versa; any gender denotes the relevant gender; and a person denotes an individual, a body corporate, a partnership or any unincorporated association.

SCHEDULE

Item 1: The Customer

_____ ACN _____ ABN _____
Registered office _____

Item 2: The Guarantor(s)

1. Name _____
Address _____

2. Name _____
Address _____

EXECUTED AS A DEED

IN WITNESS I SET MY HAND AND SEAL AT _____ ON THIS DAY _____ OF _____, 20 ____.
SIGNED SEALED AND DELIVERED by

(Print Name of Guarantor) _____ }
(Address of Guarantor) _____ }
_____ (Guarantor) _____

Before
(Signature of Witness) _____
(Print Name of Witness) _____
(Address of Witness) _____

IN WITNESS I SET MY HAND AND SEAL AT _____ ON THIS DAY _____ OF _____, 20 ____.
SIGNED SEALED AND DELIVERED by

(Print Name of Guarantor) _____ }
(Address of Guarantor) _____ }
_____ (Guarantor) _____

Before
(Signature of Witness) _____
(Print Name of Witness) _____
(Address of Witness) _____

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