

TRADING TERMS AND CONDITIONS OF SALE

1. Agreement

- 1.1. These terms and conditions ("**Terms**") shall apply to any agreement for the sale of any and all goods and the provision of services to the Customer.
- 1.2. Where the Customer makes an order with:
 - 1.2.1. Locker, the "**Supplier**" is Locker Group Pty Ltd (ACN 004 353 922);
 - 1.2.2. Webforge, the "**Supplier**" is Webforge Australia Pty. Limited (ACN 009 419 756);
 - 1.2.3. Industrial Galvanizers TAS, the "**Supplier**" is Galvline Tasmania Pty. Ltd. (ACN 009 519 224); and
 - 1.2.4. Industrial Galvanizers VIC, Industrial Galvanizers NSW, Industrial Galvanizers QLD, Ingal Civil Products or Ingal EPS, the "**Supplier**" is Industrial Galvanizers Corporation Pty Ltd (ACN 000 545 415);
- 1.3. In the absence of any other written agreement, these Terms shall be the only terms and conditions applicable to the agreement.
- 1.4. The Customer agrees to comply with and abide by these Terms.
- 1.5. Without limiting clause 1.1, all terms and conditions set out in any printed document issued by the Customer (including any purchase order) are expressly excluded.
- 1.6. These Terms have effect as amended by the Supplier from time to time in its absolute discretion. The Supplier will provide the Customer reasonable notice of any changes to these Terms.
- 1.7. If the Customer places any orders with the Supplier after the receipt of these Terms or any amendment of these Terms as notified above, the Customer will be deemed to have accepted these Terms or any amendment of these Terms.

2. Orders, quotes and pricing

- 2.1. Prices quoted in writing by the Supplier are valid for a period not exceeding 30 days. The Customer should reconfirm pricing prior to confirming an order with the Supplier if outside of this validity period.
- 2.2. Where a written quotation has been given by the Supplier, the selling price is the price specified in that quotation. In any other case, the Supplier's price list shall prevail as at the date of despatch. Unless otherwise stated, the selling price is exclusive of GST.
- 2.3. All orders are subject to acceptance by the Supplier. Any acceptance of orders by the Supplier are subject to the Supplier's factory schedules, capacity, product and staff availability at the time such order is received.
- 2.4. Where the Supplier accepts an order involving import and export conditions, that acceptance shall be subject to the Customer supplying evidence to the satisfaction of the Supplier that all requisite licences and permits have been granted and that the Customer has complied with all other Government authorisations and conditions (both Australian and countries of destination). If such evidence is not provided within 30 days from the date of acceptance of an order, the order may be cancelled by the Supplier.
- 2.5. Where special or manufactured to order products are specified in an order which is accepted by the Supplier, the estimated delivery period commences progressively from date of receipt of final "approved for construction" drawings and a customer purchase order, or signed Supplier sales order as appropriate. Any additional costs necessarily incurred due to changes initiated by the Customer will be charged to the Customer.
- 2.6. Any agreement for the sale of goods or services by the Supplier is subject to the Supplier's standard manufacturing variations, tolerances and classifications, as applicable and as notified to the Customer by the Supplier.
- 2.7. No order may be cancelled by the Customer without the consent in writing of the Supplier. If the Supplier consents to the cancellation, it may require the Supplier to compensate it for any losses necessarily incurred by reason of the cancellation.
- 2.8. The Supplier shall not be obligated to ship to any country other than Australia or New Zealand.

3. Payment / Account Term

- 3.1. If the Supplier has not granted credit to the Customer, payment must be received in the Supplier's bank account before goods or services are delivered. For manufactured to order goods, the Supplier reserves the right to require receipt of payment prior to commencing the manufacturing process. No payment shall be deemed to have been received until the Supplier has received cleared funds and all payments must be made without any deduction by set-off or counterclaim.
- 3.2. In the event that the Supplier agrees to offer a credit to the Customer, all goods and/or services supplied by the Supplier to the Customer shall be paid for in full by the Customer no later than 30 days from the end of month in which the Supplier's invoice is issued to the Customer or as otherwise specified by the Supplier ("**Due Date**").
- 3.3. Payments made via credit card may attract a surcharge at the applicable rates as notified by the Supplier. The surcharge rate is applied against the full value of the payment being made. The Supplier reserves the right to charge you any Government taxes or charges that are, or may be, imposed in respect of the credit card surcharge.
- 3.4. Where the Supplier has agreed to offer credit terms to the Customer and the Supplier, acting reasonably, becomes aware of any circumstances or events pertaining to the creditworthiness of the Customer, the Supplier may, by notice in writing to the Customer vary the terms of payment (including the Due Date), withdraw the credit facility or vary the credit limit, and require payment in cash in full prior to delivery of further goods or services. If the credit limit is lowered, the Customer must, within 7 days of notification, pay to the Supplier the difference between the current debt owed to the Supplier, and the new credit limit.
- 3.5. Where the Customer fails to pay amounts owing to the Supplier by the Due Date, the Supplier may, by notice in writing to the Customer:
 - 3.5.1. defer or withhold further shipments to the Customer;
 - 3.5.2. require immediate payment of all money unpaid by the Customer;
 - 3.5.3. withdraw credit facilities offered to the Customer;
 - 3.5.4. charge interest in accordance with clause 3.6;
 - 3.5.5. enforce its security interest in accordance with clause 10;
 - 3.5.6. terminate any agreement with the Customer; or
 - 3.5.7. charge the Customer all costs and expenses incurred as a result of the collection or attempted collection of any invoiced amount or other amount payable under these Terms, including but not limited to any dishonoured cheque fees, debt collection agency fees, stamp duties and solicitor's fees on an indemnity basis.
- 3.6. Interest on all outstanding moneys will accrue on a daily basis until paid at a rate of interest per annum equal to the standard interest rate charged from time to time by Australia and New Zealand Banking Group Limited on overdraft accounts for sums up to \$500,000 Australian dollars, plus an additional two (2) percent.
- 3.7. The Customer must pay the cost of any GST, stamp duty and sales, excise, value added, consumption or any other tax or imposts applicable to the relevant transaction under these Terms.

4. Delivery

- 4.1. The Supplier shall deliver to the delivery place nominated in the order placed by the Customer and accepted by the Supplier ("**Place of Delivery**"). The Customer must pay the Supplier delivery charges in accordance with the Supplier's current rates.

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- 4.2. The Customer authorises the Supplier to deliver goods to the Place of Delivery and to effect delivery by leaving the goods at the Place of Delivery whether or not any person is present to accept delivery. The Supplier shall not be liable on any basis whatsoever for any loss or damage to the goods occurring after delivery to the Place of Delivery.
- 4.3. The Customer will provide reasonable means of access to and from the Place of Delivery and any necessary equipment and labour to facilitate the efficient delivery and unloading of goods. Any goods which cannot be delivered by reason of the Customer's default under these Terms will be stored and handled by the Supplier at the Customer's cost and risk, such costs being payable within 7 days of written demand.
- 4.4. The Supplier shall not be obliged to obtain a signed receipt or other acknowledgement at the Place of Delivery. However, if a signed receipt or other acknowledgment of delivery is obtained from a person at the Place of Delivery who appears to be authorised by the Customer to sign or otherwise take delivery, then, to the extent permitted by law, such signed receipt or other acknowledgement shall be conclusive evidence of delivery, the quantity of goods delivered, the lack of defects in such goods and otherwise compliance with the order.
- 4.5. Time is not of the essence in relation to delivery and any time quoted for delivery is an estimate only. The Supplier shall not be liable for any delay in delivery of goods or services for any reason, including without limitation any strike, lockout, shortage of stock, shortage of labour, lack of skilled labour, delays in transit, fire, flood, hostility, civil commotion or Acts of God.
- 4.6. Freight costs (whether included in the quoted price or charged separately) are based on punctual unloading by the Customer and full trucks. The Customer will be liable for any additional costs arising from delays in unloading or incomplete loading.
- 4.7. If the goods are to be collected, the goods shall be collected by the Customer from the premises specified in the order. The goods shall be deemed to be delivered to the Customer when collected by the Customer or loaded on to the carrier's vehicle at the Supplier's premises (even if the Supplier has engaged the carrier).

5. Acceptance and Claims

- 5.1. On submitting an order the Customer acknowledges that the goods ordered and/or services requested are suitable for the intended purpose for which they have been ordered. The Supplier need not confirm the Customer's purposes and requirements for goods and services.
- 5.2. Within 48 hours of delivery or collection or 24 hours after the Customer learns of the facts giving rise to a claim (whichever first occurs), the Customer must notify the Supplier in writing of any defect or claim regarding goods or services provided by the Supplier, with full details of the claim, in the absence of which, the Customer to the extent permitted by law is deemed to agree that the goods and services conform those ordered.
- 5.3. The Supplier will not be liable for any claims of damages in respect of goods which, at the date of the claim or at any time prior to settlement of the claim, have been incorporated into any other goods or product or affixed to land.

6. Indemnity

- 6.1. The Customer indemnifies the Supplier against all losses, costs, expenses and liabilities reasonably incurred by the Supplier (including legal costs on an indemnity basis) in connection with any claim, demand, action, arbitration or other proceeding to the extent caused, or contributed to, by a breach of these Terms by the Customer or any negligent act or omission by the Customer.

7. Warranties and liability

- 7.1. To the maximum extent permitted by law, the Supplier disclaims and excludes all other terms, representations, warranties, conditions, statutory guarantees and obligations (whether express or implied), apart from those contained in any compliance statement issued by the Supplier to the Customer.
- 7.2. In relation to any condition, warranty, representation or statutory guarantee implied or provided by law that cannot be lawfully excluded, to the maximum extent permitted by law, the liability of the Supplier is limited to (at the discretion of the Supplier):
 - 7.2.1. in the case of a supply of goods by the Supplier, the replacement of the goods, the supply of equivalent goods, the repair of the goods or the payment of the cost of replacing the goods, acquiring equivalent goods or repairing the goods; or
 - 7.2.2. in the case of a supply of services by the Supplier, the resupply of equivalent services or the payment of the cost of having those services resupplied.
- 7.3. To the maximum extent permitted by law, the Supplier shall not be liable to the Customer in any circumstances for any indirect, economic, special or consequential loss or damage, or in any event for any loss of revenue, loss of production or loss of profit.

8. Return of Stock Items

- 8.1. Without limiting the Customer's rights in respect of defective goods or services, the Customer may only return supplied goods to the Supplier in accordance with this clause 8. To the extent permitted by law or these Terms, the Supplier is not obliged to authorise or accept the return of goods other than in accordance with this clause.
- 8.2. Goods may be returned for credit to the Customer's account if all of the following conditions are satisfied:
 - 8.2.1. prior agreement has been reached with an authorised officer of the Supplier;
 - 8.2.2. the goods are ordinarily sold by the Supplier as standard stock items;
 - 8.2.3. the goods are returned within fourteen (14) days of the date of delivery of the goods;
 - 8.2.4. the goods are returned undamaged, unused and in good and saleable condition;
 - 8.2.5. the original invoice number and Supplier order number must accompany all goods returned to the Supplier; and
 - 8.2.6. the goods are not manufactured to order goods.
- 8.3. Goods accepted for credit by the Supplier under this clause 8 will attract a charge (the amount of which shall be at the discretion of the Supplier but not less than 10% of the Supplier list price for those goods) to cover restocking and repacking charges. Such charges shall be deducted from the amount of credit allowed.

9. Non Stock Items

- 9.1. To the extent permitted by law, notwithstanding any other clause in these Terms, non stock items, being goods not stocked by the Supplier and ordered by the Supplier from its supplier in accordance with the Customer's specifications, are not returnable by the Customer to the Supplier.

10. Property and Risk

- 10.1. A term that is used in italics in this clause 10 has the same meaning as in the *Personal Property Securities Act 2009* (Cth) ("PPSA").
- 10.2. Legal and equitable title in the goods shall not pass to the Customer until the purchase price for the goods and any related services has been paid in full to the Supplier by the Customer. Sole risk in the goods and the risk of any loss or damage to, or deterioration of, the goods, however caused, shall pass to the Customer immediately upon dispatch of the goods from the Supplier's premises.
- 10.3. Until such time as the title passes in accordance with paragraph 10.2 above the Customer shall hold the goods as bailee for the Supplier on the terms set out below.
- 10.4. The Customer shall store the goods separately from other goods in the Customer's possession in a manner which clearly identifies those goods as the property of the Supplier.

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- 10.5. Pending transfer of title the Customer grants to the Supplier a *security interest* in either every payment to the Customer for the goods or the portion of every payment for the manufactured product that relates to the goods (both as *proceeds* of the goods and as original *collateral*) and the Customer must not: (i) sell the goods or use the goods in a manufacturing or construction process, other than (subject to clause 10.6 below) in the ordinary course of its business; or (ii) sell, assign, charge or otherwise encumber or grant any interest over any debts and other obligations which any third party may owe to the Customer as a result of the use, manufacture or resale of the goods.
- 10.6. If the Customer sells, or agrees to sell, the goods or any manufactured products in the ordinary course of the Customer's business before title to the goods passes to the Customer, then:
- 10.6.1. the Customer must keep separate records in relation to the proceeds of the sale of any goods which have not been paid for, bank the proceeds of any such sale into a separate account on trust for the Supplier and immediately remit such funds to the credit of Supplier; and
- 10.6.2. if any goods are unused in a manufacturing process or mixed with other materials, the Customer shall record the value of the goods so consumed in relation to each unit of finished product and upon sale of any unit of finished product immediately remit that amount from the proceeds of sale to the Supplier.
- 10.7. The Customer must immediately cease selling the goods or using the goods in a manufacturing or construction process upon any of the following events occurring:
- 10.7.1. the Customer, being a natural person, commits an act of bankruptcy or is declared insolvent;
- 10.7.2. where the Customer is a corporation, proceedings are commenced to wind up the Customer, the Customer becomes an externally administered body corporate, steps are taken towards making the Customer an externally administered body corporate, a controller (as defined in section 9 of the *Corporations Act*) is appointed over the Customer's undertaking or property or any part thereof the Customer, or the Customer is taken to have failed to comply with a statutory demand within the meaning of section 459F of the *Corporations Act*;
- 10.7.3. the Customer enters into some arrangement or assignment for the benefit of its creditors;
- 10.7.4. the Customer disposes of or parts with possession of the goods otherwise than as expressly authorised by these Terms; or
- 10.7.5. the Customer, in the reasonable opinion of the Supplier, is in breach of any of these Terms.
- 10.8. If any event referred to in clause 10.7 occurs, or the Customer does not pay for any goods and any related services by the Due Date, the Supplier or its agents are hereby irrevocably authorised by the Customer to enter the Customer's premises (or any premises under the control of the Customer or as agent of the Customer if the goods are stored at such premises) and use reasonable force to take possession of the goods without liability for the tort or trespass, negligence or payment of any compensation to the Customer whatsoever.
- 10.9. The Customer acknowledges and agrees that:
- 10.9.1. clauses 10.1 to 10.8 create a *security interest* in all present and after acquired goods and any *proceeds* as security for the Customer's obligations to the Supplier;
- 10.9.2. the Supplier is a *secured party* in relation to the goods and any *proceeds* of the goods, and is entitled to register its interest as a *security interest*, and if applicable, a *purchase money security interest*;
- 10.9.3. the Customer must take all steps requested by the Supplier to ensure that the Supplier's *security interests* are enforceable and perfected (including providing all reasonable assistance in registering the *security interest* on the *register*);
- 10.9.4. the Supplier may search the *register* at any time for any information about the Customer;
- 10.9.5. for the purposes of section 115 of the PPSA, sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA do not apply to these Terms; and
- 10.9.6. the Supplier is not obliged to give any notice, document or information under the PPSA unless it cannot be lawfully excluded, including but not limited to a copy of the *verification statement* or *financing change statement* relating to the *security interest* under these Terms.
- 10.10. If the Supplier already has a *perfected security interest* in goods previously supplied to the Customer, together with their proceeds, that *security interest* continues in relation to those goods and the goods supplied or to be supplied under these Terms.
- 11. Change of Control**
- 11.1. The Customer must provide notice in writing to the Supplier of any change in the person with effective control over the Customer when compared to immediately before the initial acceptance of these Terms (ignoring any amendments or updates), as a result of changes to the membership or beneficial ownership (whether over the shares, business or assets) of the Customer ("**Change of Control**").
- 11.2. If, without the prior written consent of the Supplier, the Customer undergoes a Change of Control, the Supplier may, in its absolute discretion:
- 11.2.1. withdraw or vary credit facilities offered to the Customer; or
- 11.2.2. terminate any agreement with the Customer.
- 12. Sub-Contracting**
- 12.1. The Supplier reserves the right to sub-contract the production, manufacture or supply of the whole or any part of the goods or any of the materials or services supplied to the Customer.
- 13. Notices**
- 13.1. Any notice to be given by the Customer to the Supplier shall be delivered to a director of the Supplier in writing. Notice to be given to the Customer by the Supplier may be delivered personally, by email, or sent to the Customer's last known address and, unless the contrary is proved, shall be taken as delivered on the second business day following posting. Invoices and statements are deemed received by the Customer on the second business day after posting by ordinary prepaid post or after four hours if sent by email.
- 14. Misuse of Account**
- 14.1. The Customer will ensure no unauthorised persons use the Customer's account. If the Customer's business is sold the Customer will immediately notify the Supplier and close the account to prevent misuse and will remain liable for the account until written notification of change of ownership of the business has been received by the Supplier (subject to clause 10).
- 15. Personal Information**
- 15.1. The Customer, to the extent they are an individual, agrees that the Supplier may collect, use and disclose personal information (as defined in the *Privacy Act 1988* (Cth), as amended from time to time ("**Privacy Act**")) about the Customer in the course of and for purposes related to these Terms, including verifying the Customer's identity, credit history and/or solvency, assessing the Customer's creditworthiness, risk and/or solvency and enforcing any rights of the Customer. This personal information may be collected from, shared with or disclosed to the Supplier's related entities or third parties, including authorised agents, credit providers, credit reporting agencies and entities located outside Australia in countries that will vary from time to time, but may include the United States of America.
- 15.2. If the Customer provides incomplete or inaccurate information, the Supplier may refuse to provide goods and services or grant credit to the Customer.

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- 15.3. By accepting these Terms and not opting out of the disclosure of personal information to any of the stated third parties, the Customer acknowledges that the Supplier is not subject to the relevant provisions of the Privacy Act, concerning such disclosures and it consents to the collection and disclosure of personal information under the terms of this clause 15. If the Customer, to the extent they are an individual, does not consent to any of the above disclosures, please provide notice in writing or contact the Supplier's privacy officer.
- 15.4. If the Customer, being an individual, requires further information about the collection, use or disclosure of personal or other information, the Customer should contact the Supplier as set out in the Supplier's privacy policy. The Supplier's privacy policy contains information about how to access and seek correction of the personal information the Supplier holds, how to complain about a breach of the Australian Privacy Principles and how the Supplier handles such complaints.
- 15.5. Where the Supplier is:
- 15.5.1. Locker, then the Supplier's privacy policy is available at www.locker.com.au;
 - 15.5.2. Webforge, then the Supplier's privacy policy is available at www.webforge.com.au;
 - 15.5.3. Industrial Galvanizers TAS, Industrial Galvanizers VIC, Industrial Galvanizers NSW or Industrial Galvanizers QLD, then the Supplier's privacy policy is available at www.valmontcoatings.com/locations/australia;
 - 15.5.4. Ingal Civil Products, then the Supplier's privacy policy is available at www.ingalcivil.com.au; and
 - 15.5.5. Ingal EPS, then the Supplier's privacy policy is available at www.ingaleps.com.au.
- 15.6. The Customer acknowledges and agrees that its disclosure of personal information to the Supplier is subject to the Privacy Act. The Customer warrants that it will only disclose personal information about its employees or other individuals to the Supplier for a purpose related to these Terms or the provision of goods and services by the Supplier to the Customer, provided the Customer has made all disclosures and obtained any consents required under the Privacy Act (including consent to disclosure of personal information to third parties), and provided to do so would not otherwise breach the Privacy Act.

16. Credit Information

- 16.1. This clause 16 will only apply where these Terms are attached to an application for account/credit terms ("**Application**").
- 16.2. The Customer acknowledges that the information provided in the Application is the basis for the evaluation by the Supplier of the financial standing and credit worthiness of the Customer and:
- 16.2.1. warrants that the information provided in the Application is true and correct;
 - 16.2.2. authorises the Supplier to make such enquiries and receive such information about the Customer or its credit arrangements from other credit providers mentioned in the Application, including credit eligibility information and information about the Customer's credit worthiness, credit standing, credit history or credit capacity, to the extent that the Supplier is allowed to receive such information under the Privacy Act;
 - 16.2.3. acknowledges that the Supplier in accordance with the Privacy Act, may keep certain items of personal information, including an opinion, about the Customer's credit application on a credit information file and that such information may be given to a credit reporting body;
 - 16.2.4. in accordance with the Privacy Act, consents to the Supplier obtaining from a business which provides information about the commercial credit worthiness of persons, information concerning the Customer's commercial activities or commercial credit worthiness and using such information for the purpose of assessing the Application;
 - 16.2.5. agrees that the above authorisations shall continue to have effect for the duration of the period during which credit or commercial credit is provided or sought by the Customer from the Supplier.
- 16.3. If the Customer requires further information about the collection, use or disclosure of credit-related information, the Customer should contact the Supplier as set out in the Supplier's credit reporting policy. The Supplier's credit reporting policy contains information about, amongst other things, how to access and seek correction of the credit-related information the Supplier holds.
- 16.4. Where the Supplier is:
- 16.4.1. Locker, then the Supplier's credit reporting policy is available at www.locker.com.au;
 - 16.4.2. Webforge, then the Supplier's credit reporting policy is available at www.webforge.com.au;
 - 16.4.3. Industrial Galvanizers TAS, Industrial Galvanizers VIC, Industrial Galvanizers NSW or Industrial Galvanizers QLD, then the Supplier's credit reporting policy is available at www.valmontcoatings.com/locations/australia;
 - 16.4.4. Ingal Civil Products, then the Supplier's credit reporting policy is available at www.ingalcivil.com.au; and
 - 16.4.5. Ingal EPS, then the Supplier's credit reporting policy is available at www.ingaleps.com.au.

17. General provisions

- 17.1. Where there is more than one Customer, these Terms shall bind each of the Customers jointly and severally as well as their respective successors and assigns.
- 17.2. If the Supplier is:
- 17.2.1. Webforge, then these Terms are governed by and shall be constructed in accordance with the laws of Western Australia and the parties hereby submit to the exclusive jurisdiction of the courts of Western Australia;
 - 17.2.2. Locker, then these Terms are governed by and shall be constructed in accordance with the laws of Victoria and the parties hereby submit to the exclusive jurisdiction of the courts of Victoria;
 - 17.2.3. Industrial Galvanizers TAS, then these Terms are governed by and shall be constructed in accordance with the laws of Tasmania and the parties hereby submit to the exclusive jurisdiction of the courts of Tasmania;
 - 17.2.4. Industrial Galvanizers MELB, then these Terms are governed by and shall be constructed in accordance with the laws of Victoria and the parties hereby submit to the exclusive jurisdiction of the courts of Victoria;
 - 17.2.5. Industrial Galvanizers NSW, then these Terms are governed by and shall be constructed in accordance with the laws of New South Wales and the parties hereby submit to the exclusive jurisdiction of the courts of New South Wales;
 - 17.2.6. Industrial Galvanizers QLD, then these Terms are governed by and shall be constructed in accordance with the laws of Queensland and the parties hereby submit to the exclusive jurisdiction of the courts of Queensland;
 - 17.2.7. Ingal Civil Products, then these Terms are governed by and shall be constructed in accordance with the laws of New South Wales and the parties hereby submit to the exclusive jurisdiction of the courts of New South Wales; and
 - 17.2.8. Ingal EPS, then these Terms are governed by and shall be constructed in accordance with the laws of New South Wales and the parties hereby submit to the exclusive jurisdiction of the courts of New South Wales.
- 17.3. The headings used in these Terms do not form part of the agreement but are intended only to aid its interpretation.
- 17.4. Failure of either party to enforce any right hereunder shall not waive any right in respect of other or future occurrences.

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- 17.5. The Supplier may assign these Terms by providing notice to the Customer. The Customer may not assign these Terms without the prior written consent of the Supplier.
- 17.6. If the Customer is a trustee, then it enters into each agreement with the Supplier in its personal capacity and in its capacity as trustee. The Customer must ensure that it has the power under the trust deed to perform its obligations under the agreement, and has a right to be indemnified out of the assets of the trust in relation to its obligations and liabilities under the trust deed.

Privacy Policy

Webforge Locker

1 Introduction

Webforge Locker Pty Ltd ACN 004 353 922 (trading as Webforge Locker) ("**Webforge Locker**", "**we**", "**our**", "**us**") is bound by the *Privacy Act 1988* (Cth), as amended from time to time ("**Privacy Act**") and the 13 *Australian Privacy Principles* ("**APPs**") contained in the Privacy Act, which set clear standards for the collection, access, storage, use and disclosure of the personal information obtained as part of our business operations. In the course of our business in Australia, there may be circumstances where we collect personal information and this Webforge Locker Privacy Policy ("**Policy**") has been developed to ensure that such information is handled respectfully, sensitively, securely and in compliance with the APPs. We are committed to complying with the Privacy Act in relation to all personal information it collects.

2 About the Webforge Locker Privacy Policy

This Policy sets out the broad controls which we have adopted to govern the way we collect and use personal information, the circumstances in which we might disclose personal information to third parties, how persons can access their personal information held by us, and what they can do if they are unhappy with our treatment of their personal information.

This Policy applies to any individuals in respect of whom we currently hold, or may in the future collect, personal information.

3 What information does the Webforge Locker Privacy Policy apply to?

In this Policy:

- (a) "Personal information" means information or an opinion about an identified individual or an individual who is reasonably identifiable, whether true or not, and whether recorded in a material form or not; and
- (b) "Sensitive information" means information or an opinion about a person's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, or health, genetic or biometric information. Sensitive information is a subset of personal information.

4 What information is not personal information?

Information where we have removed any reference to a person, so that the person cannot be reasonably identifiable from the information, is not personal information. We may use this information for our own purposes and commercial gain. For example, the fact that a certain number of users aged 30-35 have accessed a Webforge Locker website is not personal information.

5 What kinds of personal information does Webforge Locker collect?

The kinds of personal information collected and held by us includes (depending on the circumstances) names, addresses, telephone numbers, email addresses, details about a person's work experience and other qualifications, date of birth, age, gender, marital status, driver's licence details, bank account details, credit card details, financial information, photographs and video footage.

We may also collect information about people from their access to our website(s) for statistical purposes. This information is usually anonymous and we do not use it to identify individuals. However, due to the nature of internet protocols, such information might contain details that identify individuals, such as their IP address, internet service provider, directing web page and activity on our website.

6 How and when does Webforge Locker collect personal information?

We collect personal information in a variety of ways in the course of conducting our business, including:

- (a) providing goods and services and related information to customers, entering agreements with customers, and administering customer accounts;
- (b) receiving order forms or credit applications from customers or potential customers;

- (c) engaging suppliers, contractors and other personnel;
- (d) responding to telephone or in-person questions regarding our products, services, accounts and our business;
- (e) mail correspondence, emails or other electronic means;
- (f) interacting with people via our websites;
- (g) conducting trade promotions and competitions; and
- (h) security video surveillance at our sites.

Where reasonable and practicable, we will collect personal information directly from the person and inform the person that this is being done. However in some circumstances, it is necessary for us to collect personal information through third party service providers or agents, from a source of publicly available information (e.g. a telephone book), from an employer (e.g. where a contractor provides personal information about its staff), or from other third parties (including credit reporting bodies, the Australian Securities & Investments Commission and land title offices) in relation to credit checks, property searches and company extracts.

At or soon after the time when we collect personal information, we will take reasonable steps to ensure that the person is aware it has undertaken the collection, the purpose(s) of the collection, the main consequences (if any) if the information is not collected, the types of organisation (if any) to which the information may be disclosed (including those located overseas), any law that required the particular information to be collected, and the fact that this Policy contains details on access, correction and complaints.

If we receive personal information that we have not requested (unsolicited information) and we determine that it could not have collected that information under the APPs if we had requested it, then we will destroy or de-identify the information if it is lawful and reasonable to do so.

Where practicable, you may deal with us anonymously or by pseudonym.

7 Collection of sensitive information

We will not collect sensitive information unless the person to whom it relates consents to the collection and the information is reasonably necessary for one or more of our functions or activities, except where the collection is required or authorised by law, is necessary to prevent or lessen a serious and imminent threat to the person's (or another person's) life or health or is necessary in relation to legal proceedings (current, anticipated or potential), or another permitted exception in the Privacy Act applies.

8 Purposes of collection and use of personal information

The use to which we can put personal information depends on the reason for which it was collected.

We generally use your personal information to provide our products and services to customers. We may also use personal information to:

- (a) process transactions and administer accounts;
- (b) address and resolve queries, claims or complaints;
- (c) assess creditworthiness (for example, obtaining credit history information) or undertake other (ongoing) checks/reviews;
- (d) advise customers of developments or changes to our products and/or services;
- (e) market, advertise or otherwise promote our products and/or services;
- (f) seek participation (on a voluntary basis) in advertising campaigns, events, launches, customer testimonials and focus groups;
- (g) undertake market research in relation to our products and services;

- (h) improve our website, products and services; and
- (i) operate its business and comply with legal obligations.

Use of personal information for direct marketing

If we intend to engage in direct marketing using or disclosing a person's personal information, which was collected from someone other than that person or we collected that information directly from you but you would not reasonably expect us to use or disclose the information for such purposes, then we must first obtain your consent, unless an exception applies.

In circumstances where direct marketing is permitted under the Privacy Act, we will use an opt-out procedure in all our marketing communications. Similarly, all subsequent direct marketing you receive from us will include an opt-out procedure. A person may at any time request us not to use their personal information for sending direct marketing material to that person.

Please note that we will also comply with other laws that are relevant to marketing, including the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth) and the *Competition and Consumer Act 2010* (Cth).

9 Disclosure of personal information

We respect the privacy of personal information and we will take reasonable steps to keep personal information it collects strictly confidential.

Generally, we will only disclose personal information for the primary purpose for which it was collected (e.g. the delivery of goods to the person) and for any related secondary purpose that we could reasonably be expected to use the personal information or that is related to that primary purpose, with consent or as permitted by the Act or the APPs.

Disclosure to third parties

We will disclose personal information to third parties in circumstances where the disclosure could be reasonably expected. Where such a disclosure is necessary, we will use reasonable endeavours to require that the third party undertake to treat the personal information in accordance with the APPs.

These third parties may include services providers, contractors, banks, professional advisers, courts, tribunals, regulatory authorities, other companies and individuals for the purpose of:

- (a) complying with obligations under any contract with a customer, or as required by law;
- (b) enabling those third parties to perform services on our behalf, such as deliveries, addressing queries or complaints, sending correspondence, providing updated ASIC and/or property searches and processing payments; and
- (c) recovering debts where a customer fail to pay for products.

These third parties will have access to personal information as required to perform these services, but we will not authorise them to use that personal information for any other purpose.

We may also disclose a person's personal information to our related entities and business partners in order for them to offer products and services to that person, or to credit reporting agencies, in order for them to produce credit reports.

Otherwise, we will only disclose personal information to third parties without the consent of the person to whom it relates if the disclosure is:

- (a) necessary to protect or enforce our legal rights or interests or to defend any claims;
- (b) necessary to prevent or lessen a serious threat to a person's health or safety;
- (c) required or authorised by law; or
- (d) permitted by another exception in the Privacy Act.

You have the right to tell us that you do not wish us to send information to you other than for the primary purpose for which we collect your personal information. We will always attempt to ensure our disclosure of personal information to other organisations

is carried out in a manner which does not personally identify individuals. Under no circumstances will we sell personal information without the consent of the person to whom it relates.

Cross-border disclosures

Webforge Locker is a wholly owned subsidiary of Valmont Industries, Incorporated ("VMI"). As part of its normal operations, we may disclose personal information to VMI or other related Valmont group company operating in Australia or overseas in countries that may vary from time to time, but includes the United States of America, subject to the provisions of the Privacy Act. In such circumstances, the related company will only use the personal information for the same purposes for which we are authorised to use the personal information.

Where we disclose personal information outside Australia, we will take such steps as are reasonable in the circumstances to ensure the overseas recipient does not breach the Privacy Act or APPs. Where reasonably practicable, we will first seek consent to such cross-border disclosure. Please note that where consent to such cross-border disclosure is provided, we will be exempt from the requirements of the Privacy Act in relation to such disclosed information. Where it is not reasonably practicable for us to obtain consent we will otherwise comply with the requirements of the Act.

10 Information Security

Personal information collected by us is held in a variety of formats, including hard copy format and on our computer systems.

We will take all reasonable steps to ensure that all personal information held by us is secure from any unauthorised access or disclosure. However, we do not guarantee that personal information cannot be accessed by an unauthorised person (e.g. a hacker) or that unauthorised disclosures will not occur.

We will take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for the purposes for which we are authorised to use it.

11 Accessing and correcting personal information

We will take reasonable steps to ensure the accuracy and completeness of the personal information we hold. However, if a person believes that any personal information that we hold about them is inaccurate or out of date, then they should contact us in writing using the contact details listed on the Webforge Locker websites.

A person may request to access, correct or update personal information about them held by us. Such a request must be made in writing to the address below.

We will grant a person access to their personal information as soon as possible, subject to the circumstances of the request.

A request to access personal information may be rejected if:

- (a) the request is unreasonable or the Privacy Act or APPs permit or require us to decline that request;
- (b) the request is frivolous or vexatious;
- (c) providing access would have an unreasonable impact on the privacy of another person;
- (d) providing access would pose a serious and imminent threat to the life or health of any person;
- (e) providing access would prejudice our legal rights; or
- (f) there are other legal grounds to deny the request.

Generally, access to or correction of personal information will be provided free of charge, however we may charge a fee for reasonable costs incurred in giving access to an individual's personal information. The fee (if any) will be disclosed prior to it being levied.

12 Complaints

If a person wishes to complain about a breach by us of this Policy, the APPs, the Credit Reporting Code or other breach of privacy a complaint may be lodged in writing by post or by email to the address set out below.

We take all complaints seriously and any further action after our initial response to you will vary depending on the nature of your complaint. However, receipt complaints will be acknowledged and we will endeavour to deal with complaints and provide a response within 30 days of receipt of the complaint. Where a matter requires a more detailed investigation it may take longer to resolve. We will provide progress updates if this is the case and may seek further information. We may refuse to investigate and deal with a complaint if it is considered to be vexatious. If a person is dissatisfied with the outcome of their complaint, they may seek further internal review by an officer of Webforge Locker who was not previously involved in the complaint.

If a person is still dissatisfied with the outcome of their complaint, they may take the complaint to an external dispute resolution provider (in the case of a complaint in relation to credit-related personal information) that applies to Webforge Locker and/or the Office of the Australian Information Commissioner for resolution.

13 Changes to the Webforge Locker Privacy Policy

From time to time it may be necessary for us to review and revise our privacy policy. We reserve the right to change this Policy at any time. We will notify you about changes to this privacy policy by posting an updated version on our website(s) www.webforge.com.au and www.locker.com.au.

14 Additional information regarding Credit Information

This Policy also applies in relation to our collection and use of credit information of individuals, in connection with commercial credit provided by Webforge Locker.

The types of credit information that we collect and use for the purpose of assessing an application for commercial credit and administering a commercial account include:

- (a) names, addresses and other contact details of accountholders and guarantors (both prospective and current);
- (b) bank account details;
- (c) driver's licence details;
- (d) financial information; and
- (e) information on the assets held by an individual.

Such information is collected from the relevant individual and from credit reporting bodies, as well as from publicly available information. We use the information collected to create an internal credit assessment report.

We may disclose credit information to credit reporting bodies as required to maintain internal credit assessment activities.

15 Our Contact Details

The Managing Director
Webforge Locker Pty Limited
2 Cojo Place
Dandenong South VIC 3175
Australia
Phone: +61 3 8791 1000

Credit Reporting Policy

Webforge Locker

1 Introduction

This *Credit Reporting Policy* sets out how Webforge Locker Pty Ltd ACN 004 353 922 (trading as Webforge Locker) ("**Webforge Locker**", "**we**", "**our**", "**us**") collect, use, disclose and otherwise manage "credit information" and "credit eligibility information".

We are bound by Part IIIA of the *Privacy Act 1988* (Cth) ("**Privacy Act**") and the *Credit Reporting Privacy Code*, which govern credit reporting within Australia.

For the purpose of this *Credit Reporting Policy*, "credit-related information" means "credit information" and/or "credit eligibility information" as those terms are defined in the Privacy Act.

To find out more about how your personal information is managed, please see our *Privacy Policy*, available at www.webforge.com.au and www.locker.com.au.

2 Types of credit information we collect and hold

The types of credit information we collect and hold include:

- (a) identification information, such as your name, address, date of birth and employer;
- (b) personal insolvency information, such as records on the National Personal Insolvency Index or information relating to your bankruptcy history or debt agreements or proposals given to you;
- (c) court proceedings information, such as judgments made against you that relate to credit provided to you, or which you applied for, by an Australian court; and
- (d) other publicly available information relating to your activities and creditworthiness.

3 Types of credit reporting information we collect and hold

The types of credit reporting information we collect and hold include:

- (a) the types of credit information listed above relating primarily to your dealings with other credit providers (including credit you hold or credit applications you have made); and
- (b) information derived from the types of credit information listed above by a credit reporting body that has a bearing on your creditworthiness, such as credit scores and risk ratings.

Please note that this policy does not apply to foreign credit information or information provided to us by foreign credit providers. We will take all necessary steps to ensure that information we hold is not available to foreign credit reporting bodies or foreign credit providers.

4 Collection of credit-related information

We will collect and hold your credit-related information where we provide a customer with credit (in the form of us providing the customer with goods and/or services and allowing a time in excess of seven days for the customer to pay for such goods and/or services) or where we are considering an application to provide a customer with credit, or, for example, where you are providing a personal guarantee in relation to a customer.

We collect this credit-related information directly from you or persons acting on your behalf (for example, from your application or when you make a payment to us) and we may collect this information from third parties. We also collect credit-related information from credit reporting bodies or from other credit providers in accordance with the Privacy Act.

Credit reporting bodies will provide us with credit eligibility information, which includes "CP-derived information", which means any personal information derived from information provided to us by a credit reporting body (for example, a credit score or credit rating).

5 Purposes of collection, use and disclosure of credit-related information

We collect and use your credit-related information to assess your financial position for our internal purposes directly relating to the management of our supply of goods and services and where otherwise required or permitted by law. For example, these purposes may include assessment of an application for credit or proposed guarantors, to assist with the management and recovery of outstanding debts, the administration of accounts and products and to address complaints or legal proceedings.

We may disclose your credit-related information and/or personal information to a credit reporting body for the purpose of obtaining credit reporting information about you in accordance with the Privacy Act. Information we provide may be used in reports that those credit reporting bodies provide to other credit providers to assist them to assess your creditworthiness. Where we consider that a serious credit infringement (as defined by the Privacy Act) has occurred, we will comply with our statutory obligations in relation to such alleged infringement, including taking reasonable steps to contact you regarding the

infringement, and will disclose such infringement to the relevant credit reporting body in the manner and subject to the conditions in the Privacy Act.

For the purpose of such disclosure, credit reporting bodies we may disclose your credit-related personal information to include Illion, CreditorWatch and ASIC.

We may also disclose credit-related information about you to:

- (a) related bodies corporate or a person who manages credit to manage credit or for related internal purposes directly relating to the provision and management of credit;
- (b) external dispute resolution providers; and
- (c) other persons where required or authorised by law.

6 How we hold your credit-related information

All credit-related information we collect is held in a variety of formats, including hard copy and on our computer systems.

We will take all reasonable steps to ensure that all credit-related information we hold is secure from unauthorised access or disclosure. However, we do not guarantee that this information cannot be accessed by an unauthorised person (for example, a hacker) or that unauthorised disclosures will not occur.

We will take reasonable steps to destroy or permanently de-identify personal information when no longer required for the purposes for which we are authorised to use it.

7 Access, correction and complaints

We will provide you with access to your credit-related information we hold and an opportunity to correct such information in accordance with our *Privacy Policy* that applies to personal information. Similarly, we will follow the same internal procedures in relation to complaints about our compliance with our credit reporting obligations under the Privacy Act and *Credit Reporting Privacy Code*.

You may access our policy concerning the management of credit-related information by accessing our website(s) from time to time; alternatively, you may contact any Webforge Locker office to request a hard copy of our policy as updated from time to time.

8 Statement of notifiable matters under the *Credit Reporting Privacy Code*

Under the *Credit Reporting Privacy Code*, there are several "notifiable matters" that we are required to disclose to you at or before the time of collecting personal information that is likely to be disclosed to a credit reporting body.

Those matters are:

- (a) Credit reporting bodies may include the credit information we provide in reports, which may be provided to other credit providers to assist those other credit providers to assess your creditworthiness;
- (b) If you commit a serious credit infringement, we may disclose this to a credit reporting body;
- (c) You can obtain a copy of this *Credit Reporting Policy* by contacting any Webforge Locker office or by downloading it directly from our website(s);
- (d) You can obtain a copy of the Privacy Policy of Illion, CreditorWatch and ASIC from their websites:
 - www.illion.com.au;
 - www.creditorwatch.com.au and,
 - www.asic.gov.auor by contacting Illion, CreditorWatch or ASIC directly;
- (e) You have the right to access credit information we hold about you, request that we correct that information and make a complaint as set out in the *Credit Reporting Policy*;
- (f) You can ask a credit reporting body not to use your credit reporting information for the purposes of prescreening of direct marketing by us; and
- (g) You can request a credit reporting body not to use or disclose your credit reporting information if you believe (on reasonable grounds) that you have been, or are likely to be, the victim of fraud.

9 Contact us

The Managing Director

Webforge Locker Pty Limited

2 Cojo Place

Dandenong South VIC 3175

Australia

Phone: +61 3 8791 1000