



Rodney Industries




GENERAL DETAILS

APRIL 2025

GENERAL DETAILS

CERTIFICATION



CERTIFICATE OF REGISTRATION

This is to certify that the management system of:

Rodney Industries

Main Site: 19 Valente Close, Chermside, Queensland, 4032, Australia
has been registered by INTERTEK SAI Global as conforming to the requirements of:

ISO 9001:2015

The management system is applicable to:

The modification, configuration design and fabrication of metals, polyethylene and polypropylene products for the transportation of fluids in infrastructure, irrigation, mining and general industries.

Certificate Number:
QEC28136

Initial Certification Date:
05 October 2011

Date of Certification Decision:
10 October 2023

Issuing Date:
11 October 2023

Valid Until:
04 October 2026




ISO 9001 WWW.JAS-ANZ.ORG/REGISTER



Calin Moldovean
President, Business Assurance

SAI Global Certification Services Pty. Ltd.
Level 7, Suite 7.01
45 Clarence Street
Sydney NSW 2000
Australia



In the issuance of this certificate, INTERTEK SAI Global assumes no liability to any party other than to the Client, and then only in accordance with the agreed upon Certification Agreement. This certificate's validity is subject to the organization maintaining their system in accordance with INTERTEK SAI Global requirements for systems certification. Validity may be confirmed via email at certificate.validation@intertek.com or by scanning the code to the right with a smartphone. The certificate remains the property of INTERTEK SAI Global, to whom it must be returned upon request.

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OUR COMPANY

You may not be aware, but Rodney Industries has been around for over 50 years.

Rodney Industries has a manufacturing facility located in Chermside, Brisbane, employing 55 manufacturing, sales and administration staff. Rodney Industries manufactures and supplies a wide range of metal and plastic products to the irrigation, mining and civil sectors Australia wide. Rodney Industries also exports its products worldwide and has customers in Japan, New Zealand, South Africa, Canada, The Pacific Islands and Papua New Guinea and most recently the UK.

Rodney Industries Produces a range of low pressure self propelling travelling irrigators ranging from small RI10 suitable for large yards, sports fields and golf courses etc. right up to the 100meter Boom SB2000 suitable for large scale crop irrigation.

Rodney Industries also imports and distributes the Marani range of Hose Reel type irrigators in both big gun and Boom configurations. Rodney Industries also has the distribution rights for the highly successful Briggs Boom.

Rodney Industries produces an extensive range of hot dip galvanized metal fittings including, flanged pipe, valves, foot valves, check valves, strainers, tapers, hose joiners and channel flow control gates.

Rodney Industries manufactures and distributes a large range of HDPE fittings, Strainers, floats, foot valves and carries out custom pipe spooling. We provide high quality HDPE sweep bends using proprietary technology.

For more than 35 years Rodney's has been supplying the Australian market with the iconic "Fire Bug" drip torch.

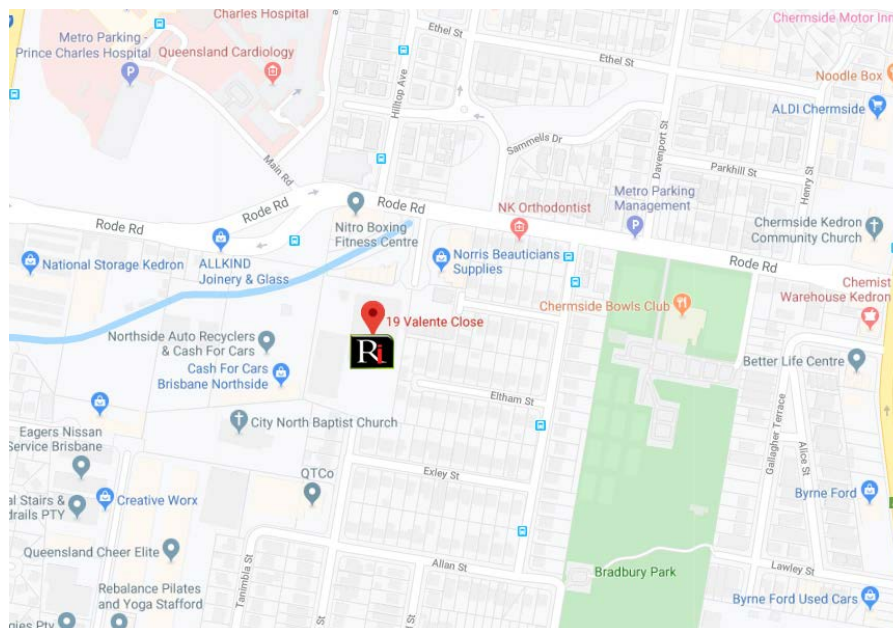
Rodney Industries products have a reputation for being very high quality in both build and functionality. With the strong financial support of its owners Rodney Industries is continuing to improve its manufacturing capabilities utilizing up to date plant and equipment, and developing its products using new materials and technology.

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OFFICE DETAILS

Located on the North side of Brisbane, our site address is 19 Valente Close, Chermide QLD 4032. Feel free to pop in at any time to speak to one of our sales team or to have a look at what's new at Rodney's.



Office Hours	Our office is open from 7am – 5pm Monday to Thursday, 7am – 4pm Friday.
Phone/Fax	Ph: 07 3624 0300 Fax: 07 3624 0399
Email	sales@rodneyind.com.au
Web	www.rodneyind.com.au
Postal Details	PO Box 5657, Stafford Heights QLD 4053

*Please note, that if you are sending mail, please post it to our PO Box address.

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CONTACT DETAILS

To help you find the best person to speak with here at Rodney Industries, below is our contact list. If you are still unsure, contact our office and we shall put you through to the best person for you.

General Contact Details:

Address: 19 Valente Close
Chermside QLD 4032
Phone: 07 3624 0300
Sales Enquiries: sales@rodneyind.com.au
Account Enquiries: accounts@rodneyind.com.au

MANAGEMENT TEAM

Clinton Hort
General Manager
e: clinton.hort@rodneyind.com.au

Ben Mckay
Production Manager
e: bmckay@rodneyind.com.au

Andrew Boyle
Financial Controller
e: aboyle@rodneyind.com.au

Tony Stanton
Business Development Manager
e: tstanton@rodneyind.com.au

CUSTOMER SERVICE TEAM

Amy Wicks
Customer Service Supervisor
e: sales@rodneyind.com.au

Kylee Tomlinson
Customer Service
e: sales@rodneyind.com.au

Tony Stradling
Despatch Coordinator
e: tstradling@rodneyind.com.au

ACCOUNTS

Nilanthi Perera
Accounts
e: accounts@rodneyind.com.au

MARKETING

Cathie Stork
Marketing
e: marketing@rodneyind.com.au

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Our Sales Department is here to help you. Contact them via phone on 07 3624 0300 or via email at sales@rodneyind.com.au for a request for quotation or to place an order.

Need advice on products or shipping? Feel free to contact us.

NEED A QUOTE?

If you require an item that is not in our Pricelist, it is best to request a quotation. This can be via phone, email or fax. There are terms and conditions that apply to our quotes, so please read through them carefully. A quotation is valid for 30 days unless otherwise stated.

If you are happy with your quote and you would like to go ahead with the order, please include the Quotation number on your order. This helps to ensure your invoice price is the same as your quoted price.

SALES ORDERS

If you know the part number of the good/s you want to order, please include them on your purchase order. If you are unsure of what the item code is, we ask that you include a detailed description of the part you are wishing to order including such things as dimensions and finish. For example, if it is a Poly item, the SDR Rating and the PE Rating.

Don't forget too, to include the delivery details for your goods!!

TRANSPORT

Do you have an account with a particular freight company? Contact our office with the details so we can add them to your account details.

If you do not have an account with a freight company and you are unable to collect the goods from us, we will find the most affordable price from our range of freight companies and charge it on the same invoice as the goods you are receiving.

SPECIAL ORDERS

We understand that there may be times when the product you are after is simply not something we have in our Pricelist. If we are able to help, below is the process which is followed:

1. Provide Rodney's with a drawing or sketch complete with dimensions and tolerances.
2. We can then discuss any aspect of the drawing that is not clear or alternative ways to achieve the product you need manufactured.
3. Drawings will then be finalized and signed by Customer.
4. Order and signed final drawing will be sent back to Rodney's along with preferred transport and delivery address.
5. Order is then added to manufacturing schedule.
6. Rodney's will then send a Order conformation with the competition date listed in the Date Required field on the Rodney's sales order sheet.
7. All these steps will ensure your Order will be correct and dispatched on time.

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When you are making a payment, please reference the Sales Order Number or Invoice Number. This will ensure your account is credited promptly.

You can fax through your remittance advised to our Accounts Department on 07 3624 0399 or email them to accounts@rodneyind.com.au

PAYMENT METHODS

There are several payment methods available at Rodney Industries:

CHEQUE:

Please make all cheques payable to Rodney Industries as a division of Vinidex Pty Limited.

EFT PAYMENTS:

A.B.N:	42 000 664 942
Bank:	ANZ
Account Name:	Rodney Industries as a Division of Vinidex Pty Ltd
B.S.B:	014 - 209
Account No:	837 849 321

NB: If Depositing from overseas, please use Swift No. ANZBAU3MXXX

CREDIT CARD:

Credit Card Payment is available at Rodney Industries upon completion of our Credit Card Payment Authorisation Form. Please note that there are daily limits.

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WARRANTY

Rodney Industries warrants, to the original user, that each of its manufactures is free from defects in material and workmanship, and will perform according to the manufacturer's specifications under normal conditions if properly installed, serviced and operated according to the manufacturer's instructions.

The manufacturer's obligation under this warranty is limited to the repair or replacement, at the manufacturer's option, of the defective parts within one year after being put into service by the original user.

This warranty does not obligate the manufacturer to bear the cost of transportation charges in connection with replacement of defective parts, nor bear the cost of any labour charges in connection with repair or replacement of defective parts.

The manufacturer gives no warranty on any components or parts purchased by the manufacturer, and such components as are covered by warranties of their respective manufacturers.

The manufacturer shall not be liable for consequential damages, or contingent liabilities arising out of failure of any part, or purchased component to operate properly.

The equipment is subject to no expressed, implied or statutory warranty other than set forth herein, and no agent, representative or distributor of the manufacturer has any authority to alter the terms of this warranty in any way whatsoever. The above warranty supersedes and is in lieu of all other warranties, expressed or implied, and all other liabilities or obligations on the part of the manufacturer.

This catalogue has been compiled by Rodney Industries for the information of customers, and to facilitate and ensure accuracy in the ordering and the dispatch of goods.

The prices within our pricing sheets, are recommended prices only, and there is no obligation to comply with this recommendation. GST has not been included and will be charged in accordance with current GST legislation.

Unless noted, all galvanized equipment listed in this catalogue is manufactured to table 'D' specification and is designed to withstand working pressures of 350 kPa. For equipment required to withstand pressures greater than 350 kPa, prices will be quoted on application.

ALL PRICES ARE EX FACTORY AND ARE SUBJECT TO ALTERATION WITHOUT NOTICE.

Rodney Industries

SUPPLIER WARRANTY



Angus Flexible Pipelines 10yr Warranty

Angus Flexible Pipelines exercises great care in the manufacture of irrigation hose and each length is carefully tested and inspected before despatch from the factory. Faults in workmanship or defects therefore are very unlikely to be found in service, but if such defects or faults are established, to Angus' satisfaction, Angus will compensate the original purchaser subject to and on the following terms:

1. If the fault or defect is communicated in writing to the Angus dealer within 4 years from the date of purchase, Angus will, at its option, either replace the hose to the original purchaser free of charge on the same conditions as the original purchase, or repair the hose free of charge.
2. If the fault or defect is communicated in writing to the Angus dealer in year 5, but before 10 years from the date of purchase, Angus will negotiate with the original purchaser a mutually acceptable financial basis on which the hose will be replaced or repaired as per the original conditions of purchase, taking into account the service which has already been obtained from the hose. This will generally be on a linear scale of Year 6 - 50%, Year 7- 40 % etc., to end of Year 10 - 10%.
3. Claim for warranty will only be considered if the hose is 100m or longer and the serial number is advised at the time of claim, and the number is intact and not defaced. Any hose replaced under warranty becomes the property of Angus Flexible Pipelines.

The warranty is exclusive to the original purchaser and is only in respect of hose purchased from Angus Flexible Pipelines or its authorised distributors and any liability with respect thereto is limited to the replacement of the hose or discount as specified above only and excludes all other costs. The warranty does not extend to any hose which has been subjected to misuse, neglect, accident, rodent or insect damage, or to improper fitting, storage, repair or to any application outside those operating conditions specified in Angus literature at the time of purchase. The warranty does not apply to hoses stored flanked in their delivery boxes after purchase.

The purchaser's exclusive remedy for claims whether for breach of contract, negligence or howsoever arising is that of replacement or discount as specified above. Except as before stated, any condition, statement or warranty in respect of a hose (whether expressly given or implied by statute, common law, or otherwise) as to quality, description merchantability or fitness for purpose, is hereby excluded. Angus Flexible Pipelines will deal with any complaint as quickly as is reasonably practicable but shall not be liable for any losses, damages or expenses whatsoever direct, indirect or consequential (including but without prejudice to the generality of the forgoing losses of crop and/or anticipated profit) cause by or resulting from delay in delivery the replacement hose or negotiating discount and/or use of defective or non-conforming hose.

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TERMS & CONDITIONS

The following pages outline the Terms and Conditions of Rodney Industries.

If you have any questions, please do not hesitate in contacting our Accounts Department on 07 3624 0300 or via email at accounts@rodneyind.com.au.

1. INTERPRETATION

1.1. In these Terms:

- (a) "Customer" shall mean any person who purchases the Goods or a person to whom a quotation for supply of the Goods is submitted;
- (b) "Goods" shall mean goods and services agreed to be supplied or supplied by Rodney Industries to the Customer;
- (c) "Personal Property and Securities Register (PPSR)", and "perfected monies security interest (PMSI)" have the meanings that are ascribed to them in the Personal Property Security Act 2010 (Cth) (PPSA);
- (d) "Rodney Industries" shall mean Rodney Industries, a division of Vinidex Pty Limited, ABN 42 000 664 942;
- (e) "Terms" shall mean these Terms and Conditions of sale;
- (f) the word "person" shall be deemed to include a corporation, words importing the singular or plural number shall be deemed to include the plural or singular number respectively and words importing the masculine gender only shall include the feminine or neuter gender as the case may require.

2. PURPOSE OF ACQUISITION

- 2.1. The Customer warrants and agrees that they are acquiring the Goods for the purpose of re-supply or for the purpose of using them up or transforming them in trade or commerce in the course of a process of production or manufacture or of repairing or treating other goods or fixtures on land and the parties agree that unless otherwise specified in writing, the Goods are of a kind not ordinarily acquired for personal, domestic or household use or consumption.

3. GENERAL

- 3.1. These Terms and any other terms and conditions for supply of the Goods to which Rodney Industries has expressly agreed to in writing (including any credit or trading agreement) are the sole terms and conditions governing the sale and supply of the Goods by Rodney Industries to the Customer. Any variations or additions to these Terms not expressly agreed to in writing by Rodney Industries are expressly rejected by Rodney Industries.
- 3.2. These Terms shall be deemed to be accepted by the Customer upon their signature or electronic acceptance, or by the Customer placing an order for Goods after the Terms have been supplied to them by email, hardcopy or hyperlink.
- 3.3. Unless otherwise specifically agreed in writing by Rodney Industries, any terms and conditions of purchase of the Customer (including any terms included or attached to an order or provided to Rodney Industries at any time) are expressly excluded and will not be binding on Rodney Industries.
- 3.4. Rodney Industries may vary these Terms and any credit or trading agreement (if applicable) upon prior written notice of thirty (30) days ("Notice Period"). The amended Terms shall apply to all orders placed by the Customer after the end of the Notice Period. If the Customer does not agree to the amended Terms, it should not place any further orders with Rodney Industries.
- 3.5. Where the Customer acts as a reseller, distributor, retailer, or dealer of the Goods, the Customer must not make any misrepresentation in respect of the Goods or engage in misleading or deceptive conduct of any kind in respect of the Goods, and indemnifies Rodney Industries from and against any loss, cost, damage, or claim (including legal costs on a full indemnity basis) suffered or incurred by Rodney Industries and arising from the Customer's fraud, negligence, misrepresentation, misconduct, or breach of law in respect of the resale of the Goods.

4. QUOTATIONS

- 4.1. All quotations for the supply of Goods, however made, are not offers and are provided only as indicative statements of current price levels and their validity is limited to the period specified on the quote. No contract for the supply

of Goods shall exist unless an order from the Customer has been accepted by Rodney Industries in accordance with clause 6.1.

- 4.2. Rodney Industries reserves the right to withdraw or vary a quote at any time prior to the acceptance of an order.

5. PRICES

- 5.1. Where a firm price is stated in the form of acceptance of an order placed in accordance with a quote, then, unless otherwise stated, the price therein shall be binding for thirty (30) days from the date of the acceptance provided that delivery is required within that period. If delivery is to be made after that date (otherwise than as a result of a delay by Rodney Industries) Rodney Industries reserves the right to issue a new quote for consideration by the Customer. The Customer may terminate the order if the new price is not acceptable. Unless expressly referred to in the quote, all quoted and list prices are excluding delivery and GST (which shall be added/included at time of sale).

6. ORDERS

- 6.1. Orders for Goods shall only be deemed to have been accepted by Rodney Industries if:
 - (a) accepted in writing by Rodney Industries; or
 - (b) delivery of the Goods is made to the Customer, in accordance with Clause 12 of these Terms.
- 6.2. Once an order has been accepted by Rodney Industries or Rodney Industries has commenced manufacture of any of the Goods, such order cannot be varied or cancelled by the Customer without Rodney Industries' prior written consent.

7. TERMS OF PAYMENT

- 7.1. Where Rodney Industries supplies the Goods to the Customer under any credit or trading agreement, the Customer agrees to pay the price for the Goods in accordance with payment terms set out in such agreement.
- 7.2. Where Rodney Industries does not supply the Goods to the Customer under a credit or trading agreement, the Customer agrees to pay Rodney Industries the price for the Goods by the due date and method specified in any invoice (or immediately upon receipt of the invoice if no due date is specified), or in accordance with any payment terms otherwise agreed. Where up-front payment is required by Rodney Industries, Rodney Industries may (in its sole discretion) elect not to commence production or provide the Goods or any other services until payment in full is received and Rodney Industries will not be liable for any resulting delay or loss or damage to any person.
- 7.3. The Customer agrees to provide Rodney Industries with all necessary information to enable the issuing of an invoice and/or taking of payment by Rodney Industries, and to inform Rodney Industries promptly of any change to that information.
- 7.4. All payments must be made in Australian dollars.
- 7.5. Rodney Industries may, at any time if the Customer is or has been in default of these Terms, or any applicable credit terms, or if, in the reasonable opinion of Rodney Industries, the Customer's credit worthiness has changed, withdraw any credit facility and require payment upon an order being placed by the Customer. All approvals to the granting of credit shall be in writing signed by authorised officer of Rodney Industries or their duly authorised representative and, unless approved in such manner, credit shall not be deemed to have been given to a Customer for the purposes hereof.
- 7.6. If a payment due by the Customer is not made on the due date for payment, Rodney Industries shall without further notice to the Customer be entitled to charge interest on the monies so due, on and from the due date at the rate of 10% per annum calculated daily to the date of actual payment. Time is of the essence so far as payment of monies owing by the Customer to Rodney Industries is concerned. The Customer shall be liable for any legal costs incurred by a

TERMS & CONDITIONS CONT...

Rodney Industries on an indemnity basis for the recovery of any monies due and payable.

- 7.7. Credit extended by Rodney Industries to the Customer for the purchase of Goods will be made in accordance with a credit application, credit terms and conditions and personal guarantee and charge, and any other such agreement between the Customer and Rodney Industries. In all other respects, these Terms will apply. If credit is extended to the Customer, the Customer agrees to notify Rodney Industries of any material change to its personal, business or financial situation.

8. OWNERSHIP AND RISK

- 8.1. The risk of loss or damage of the Goods shall pass from Rodney Industries to the Customer upon delivery of the Goods to the Customer or to such person (including a carrier) or destination nominated by the Customer.
- 8.2. The ownership of Goods supplied to the Customer shall remain with Rodney Industries until full and unconditional payment of the price of those Goods to Rodney Industries.
- 8.3. Until the ownership of the Goods transfers to the Customer in accordance with clause 8.2:
- (a) the Customer will hold the Goods as a fiduciary and as bailee for Rodney Industries and will be responsible for any loss, damage or conversion of the Goods;
 - (b) the Goods shall be insured and stored by the Customer in a manner as to show clearly that they remain Rodney Industries' property. Rodney Industries may enter onto the Customer's premises to inspect the Goods or inspect the Customer's books or records regarding the Goods at any time.
- 8.4. The Customer may sell the Goods in the ordinary course of the Customer's business provided that:
- (a) The Customer must hold all monies that they receive for the sale of the Goods ("Proceeds") as bailee, fiduciary agent and trustee for Rodney Industries and not by way of security. Rodney Industries has the right to trace and claim Proceeds. Receipt by the Customer of payment shall be treated as conclusive evidence that the Customer has received Proceeds; and
 - (b) The Customer accounts to Rodney Industries for all Proceeds which must be kept in a separate account on trust for Rodney Industries for that purpose until the Goods are paid to Rodney Industries.
- 8.5. For the purposes of identification of different shipments of Goods and receipt of Proceeds the Customer agrees that the principle of "Last in, First Out" shall be applied to any items that cannot be distinguished.
- 8.6. The Customer shall ensure that, until ownership of the Goods passes to the Customer, the Goods are not and will not be subject to any other security interest, including a lien, granted or created in favour of any third party (whether under contract, statute or common law) without Rodney Industries prior written consent. Without limiting Rodney Industries' rights, if the Customer becomes aware of a third party's interest in or relating to a security interest, including a lien or any other interest in respect of the Goods, whether or not registered in the Personal Property Security Register, the Customer shall notify Rodney Industries immediately in writing and provide Rodney Industries with all relevant details relating to the security interest, including the third party's full name and contact details, the nature of the security interest and the Goods subject to the security interest.
- 8.7. Where the Customer sells the Goods, the Customer will sell as principal and the Customer has no power to commit Rodney Industries to any contract or otherwise or liability but as between the Customer and Rodney Industries, the Customer will sell as fiduciary agent.
- 9. PERSONAL PROPERTY SECURITY**
- 9.1. The Customer agrees that these Terms create a security interest or a PMSI that has attached or will attach in the Goods (and their Proceeds) supplied presently and in the future by Rodney Industries to the Customer when the Customer take possession of the Goods and that

attachment of the security interest or PMSI has not in any way been deferred or postponed from the date of these terms and conditions.

- 9.2. The Customer agrees to do all things necessary and execute all documents reasonably required by Rodney Industries to register the security interest or PMSI granted by the Customer under these terms and conditions and to ensure that Rodney Industries acquires a perfected security interest in the Goods under the PPSA. If Rodney Industries perfects any security interest or PMSI that Rodney Industries has in relation to the Goods then the Customer must not do anything that may adversely affect, in Rodney Industries' opinion, Rodney Industries' security position under these terms and conditions.
- 9.3. The Customer will, upon demand, pay all of Rodney Industries' expenses and legal costs (on a solicitor/agent/client basis) in relation to or in connection with the registration of the PMSI or any other security interest and all other costs associated with protection and enforcement of the PMSI or any other security interest created by these terms and conditions, or for undertaking an audit under the provisions of the PPSA, or the repossession of the product the subject of these terms and conditions or the exercise, enforcement or preservation of any right or interest under these terms and conditions or any contract that Rodney Industries has with you. Such expenses may, where appropriate, be debited against the Customer's credit account with Rodney Industries
- 9.4. This PMSI does not lose its priority as a result of the renewal, refinancing, consolidation or restructure of the subject matter of these terms and conditions and any purchase money obligations of if any updated credit application is submitted by the Customer, a Director, or a Guarantor.
- 9.5. The Customer agrees that the Customer must not allow the Goods to become an accession or commingled with other products until Rodney Industries has first perfected any security interest or PMSI that Rodney Industries have in respect of the product.
- 9.6. Until ownership of the Goods passes to the Customer, the Customer waives its rights under the following provisions of the PPSA, to the maximum extent that it is permitted by law, to: receive a notice of intention to remove an accession (s 95); receive a notice that Rodney Industries have determined to enforce our security interest in accordance with land law (s118); receive a notice of enforcement action against liquid assets; receive a notice of disposal of the product by way of us purchasing the product from Rodney Industries (s129); receive a notice of disposal of the product (s130); receive a statement of account following disposal of the product (s132(2)); receive a statement of account every 6 months where there has been no disposal of the product (s132(4)); receive notice of retention of the product by Rodney Industries (s135(2)); object to any proposal by Rodney Industries to either retain and dispose of the product (s137(3)); redeem the product before Rodney Industries dispose of it (s142); reinstate the security agreement (s143); and receive any verification statement in relation to any registration event to which the Customer is a party (s157(1) and 157(3)).
- 9.7. To the extent permitted by law and the PPSA, these Terms exclude any provisions of the PPSA which may be excluded in Rodney Industries' discretion and which would otherwise confer rights on the Customer.
- 9.8. The Customer further agrees that where Rodney Industries has rights in addition to those under Part 4 of the PPSA, those rights shall continue to apply.
- 9.9. If the Customer, being an individual, commits an act of bankruptcy, or the Customer being a company, circumstances arise where a receiver, manager, administrator or controller becomes entitled to take possession of any of the Customer's assets, or any proceedings are instituted for the Customer's winding up, or the Customer enters into a deed of company

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arrangement, or the Customer cease or threaten to cease conducting business in the normal manner or apply for deregistration or receive a deregistration notice, or any cheque the Customer provides to Rodney Industries is dishonoured for payment, or the Customer fails to comply with any demand for payment issued by Rodney Industries, or the Customer breaches any of the terms and conditions contained herein and/or are in default of any other agreement between Rodney Industries and the Customer, then, without prejudice to any of Rodney Industries' other rights, the Customer's right to sell the Goods in the ordinary course of business and any of the Customer's other rights in respect of the products, immediately cease; and the Customer must immediately return to Rodney Industries the Goods in which title has not passed to the Customer.

9.10. The Customer agrees that, if Rodney Industries has cause to exercise any of its rights under section 110 of the PPSA, then Rodney Industries is entitled to enter any premises where the Goods still unpaid for are located and to repossess, remove and sell such Goods. The Customer agrees to indemnify and keep Rodney Industries indemnified in respect of any claims, actions and costs that may arise against Rodney Industries in relation to the removal, repossession and sale of the Goods pursuant to these terms and conditions including any claims brought by third parties as a result of that exercise.

9.11. The Customer agrees that repossession and retention of the Goods pursuant to the PPSA will only satisfy so much of the monies which may become payable to Rodney Industries by the Customer, as is equivalent to Rodney Industries' reasonable estimation of the market value of the Goods at the date of repossession and the repossession and retention will immediately extinguish any rights or interest the Customer has on the value of Goods recovered.

9.12. Until ownership of the Goods passes, the Customer agrees not to give Rodney Industries a written demand or allow any other person to give Rodney Industries a written demand requiring Rodney Industries to register a financing change statement under the PPSA or enter into or allow any other person to enter into the PPSA a financing change statement under the PPSA; agree not to change the Customer's name or undertake any changes to any documents that Rodney Industries have registered, require to be registered or are capable of being registered without Rodney Industries' prior written consent; and undertake not to remove, deface or alter any serial number appearing on any Goods.

9.13. Any time that the Customer makes a payment to Rodney Industries, irrespective of whether the payment is made under or in connection with these Terms, Rodney Industries may apply that payment first, to satisfy an obligation that is not secured; second, to satisfy an obligation that is secured, but not by a PMSI; third, to satisfy an obligation that is secured by a PMSI for that obligation and using proceeds from the sale of the Goods subject to that PMSI; and fourth, to satisfy an obligation that is secured by a PMSI using funds or proceeds from any source, or, despite the foregoing, in any manner as Rodney Industries sees fit.

10. DEFAULT

10.1. If:

- (a) the Customer fails to pay any monies owed to Rodney Industries on the due date of payment; or
- (b) Rodney Industries has any reasonable grounds to believe that the Customer may not be able to make due and punctual payment to Rodney Industries of any monies owing by the Customer; or
- (c) an administrator, liquidator, provisional liquidator or external manager is appointed in respect of the Customer; or
- (d) a receiver, receiver and manager, administrator or controller is appointed in respect of any assets or group of assets of the Customer; or
- (e) the Customer goes into bankruptcy or is wound up; or

- (f) the Customer becomes, admits in writing that it is, or is declared by a court to be unable to pay its debts as and when they fall due; or

- (g) there is a breach by the Customer of any of these Terms;

then:

- (a) all monies payable by the Customer to Rodney Industries may, at Rodney Industries' election, become immediately due and payable notwithstanding the due date for payment shall not have expired;
- (b) Rodney Industries may without prejudice to any other rights it may have do any or all of the following:
 - (i) withdraw any credit facilities which may have been extended to the Customer;
 - (ii) withhold any further delivery of Goods;
 - (iii) in respect of Goods already delivered, enter onto the Customer's premises to recover and resell the Goods for its own benefit;
 - (iv) recover from the Customer the cost of materials or Goods acquired specifically for the purpose of any orders from the Customer;
 - (v) exercise such rights as are afforded to Rodney Industries under the PPSA; and
 - (vi) register a default with any credit reference facility.

11. TRUST AND TRUSTEES

11.1. Where the Customer is a trustee:

- (a) The Customer agrees to produce a stamped copy of the trust deed (with all amendments) if and when requested by Rodney Industries.
- (b) The Customer warrants that it has full power and authority to enter into these Terms on behalf of the trust and that it shall be bound by these Terms both personally and as trustee, irrespective of whether or not it discloses to Rodney Industries that it is a trustee at the time of entering into any agreement with Rodney Industries.

12. DELIVERY AND RECEIPT OF THE GOODS

12.1. Delivery of the Goods to the Customer or to such person (including a carrier) or destination nominated by the Customer and agreed by Rodney Industries shall constitute both delivery to and receipt of the Goods by the Customer. Unless otherwise stated in Rodney Industries' acceptance of order, the Customer shall arrange and pay for the cost of the transportation of the Goods and shall pay the cost of all charges necessarily incidental to the transportation of the Goods, including but without limiting the generality of the preceding, insurance in respect of the Goods.

12.2. Rodney Industries reserves the right to deliver the Goods by instalments and each instalment may be separately invoiced by Rodney Industries.

12.3. A statement in writing signed by any director, secretary, credit manager or other duly authorised person on behalf of Rodney Industries shall be prima facie evidence as to delivery of the Goods:

- (a) The description and quantity
- (b) The date of delivery; and
- (c) The place of delivery.

12.4. Any date for delivery of the Goods by Rodney Industries is an estimated date for delivery only. Rodney Industries shall endeavour to meet delivery dates (if any) specified by the Customer but shall not be liable for any loss, damage or harm of any nature whatsoever suffered by the Customer or any other person arising directly or indirectly from delivery of the Goods not being effected by any delivery date specified as aforesaid.

12.5. Upon delivery, the Customer must inspect the Goods to ensure that the Goods correspond with the Customer's order and have no apparent defect. The Customer shall be deemed to have accepted a delivery of Goods unless it has notified Rodney Industries of any issue within 7 days of delivery.

12.6. The Customer must preserve any Goods that are found to have a defect in the state in which they were delivered and either return them to Rodney Industries or (if agreed by Rodney

TERMS & CONDITIONS CONT...

Industries) allow Rodney Industries (or a nominated agent) access to the Customer's premises for the purpose of inspecting the Goods. If, upon inspection, Rodney Industries agrees that such Goods have a Defect, the Goods may be returned to Rodney Industries in accordance with Clause 13.

13. RETURN OF GOODS

13.1. Unless otherwise agreed in writing by Rodney Industries, Goods may only be returned to Rodney Industries if:

- (a) within 7 days of delivery, the Customer has notified Rodney Industries in writing that the Goods (i) do not comply with the Customer's order; or (ii) have an apparent manufacturing defect; and
- (b) Rodney Industries has accepted the Customer's reasons for the rejection; and
- (c) the Goods must be unused, undamaged, clean and in their original packaging (if applicable). Where more than one Good is contained in a packaging unit, the Goods must be returned in a whole packaged unit.

13.2. Rodney Industries will not accept Goods to be returned if they have been ordered in error, damaged by the Customer in their care (including by the Customer's carrier) or where the Customer has not complied with all safety, care, disposal and manufacturing best practices, or Rodney Industries' related directions or requirements.

13.3. In case of a return in accordance with Clauses 13.1(a) – (c), Rodney Industries shall, in its sole discretion, (i) replace the Goods or supply equivalent goods; (ii) repair the Goods; or (iii) refund or credit the price of the Goods.

13.4. Notwithstanding the above, Rodney Industries may, in its absolute discretion and on such terms as may be agreed, accept Goods for return in other circumstances. In such case, Rodney Industries shall issue an Advance Return Order and the Customer shall deliver the Goods to Rodney Industries, and unless otherwise agreed between Rodney Industries and the Customer, the Customer shall pay:

- (a) a restocking fee equal to 25% of the costs of the Goods to be returned; and
- (b) any delivery costs incurred in returning the Goods to Rodney Industries.

14. SPECIAL ORDERS

14.1. In case of Goods manufactured based on drawings, specifications and/or designs provided by or on behalf of the Customer:

- (a) the Customer shall indemnify Rodney Industries from and against any loss or claim arising from an infringement or alleged infringement of any patent, registered design, copyright or common law intellectual property right of any person related to the use of drawings/designs/specifications provided by the Customer; and
- (b) Rodney Industries shall not be liable for any defect, issue or claim related to the Goods if the Goods have been manufactured in accordance with the drawings/designs/specifications provided by the Customer.

15. SPECIFIC PACKAGING

15.1. The parties may agree on the use of specific packaging for the Goods. In such case, unless otherwise agreed, Rodney Industries shall retain the ownership of such specific packaging and may collect it from the Customer after delivery of the Goods.

16. CERTIFICATION

16.1. If the Customer requires that the Goods be certified, then the issuance of any certification certificate will be entirely at the discretion of Rodney Industries and, if issued, will incur a fee in an amount to be advised by Rodney Industries to the Customer at the time that the request for certification is received.

17. STATUTORY WARRANTY AND LIMITATION OF LIABILITY

17.1. Warranties provided or that may be implied by the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law), or any other legislation applicable to the Goods are hereby expressly excluded to the extent that such exclusion is not prohibited by such legislation.

17.2. If the Australian Consumer Law applies, our Goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, consumers are entitled:

- (a) to cancel their service contract with us; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

Consumers are also entitled to choose a refund or replacement for major failures with Goods. If a failure with the Goods or a service does not amount to a major failure, consumers are entitled to have the failure rectified in a reasonable time. If this is not done consumers are entitled to a refund for the Goods and to cancel the contract for the service and obtain a refund of any unused portion. Consumers are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Goods or service.

17.3. If the Australian Consumer Law does not apply, then:

- (a) Rodney Industries' liability to the Customer for any breach of its obligations hereunder in relation to delivery of the Goods, defective Goods, damaged Goods or any warranty implied by law (other than a warranty as to title) shall in all cases be limited to an amount equal to the lesser of (as determined by Rodney Industries);
 - (i) the cost of having the Goods repaired; or
 - (ii) the cost of replacing the Goods; or
 - (iii) the cost of obtaining and supplying equivalent goods.
- (b) Neither party shall not be liable to the other for any loss of use, loss of product, loss of profit, downtime or any other indirect, incidental, special, punitive or consequential damages.
- (c) The Customer acknowledges that Rodney Industries does not offer any warranty of regarding the Goods' fitness for purpose.

17.4. Each party must take reasonable steps to mitigate any loss it suffers or incurs.

18. COMPLIANCE

18.1. The Customer represents and undertakes that it has and will continue to (i) conduct its business in an ethical and responsible manner, (ii) avoid or disclose to Rodney Industries any conflict of interest related to their relationship, (iii) ensure compliance with applicable laws and regulations, including but not limited in relation with privacy and data protection, export controls and sanctions, modern slavery, anti-bribery and corruption, and (iv) not engage or participate in any criminal or fraudulent behaviour.

18.2. Rodney Industries will collect, use, hold, and disclose personal information generally in accordance with its privacy policy (available at <https://www.rodneymind.com.au/terms-and-conditions/>) and all applicable law, including the Privacy Act 1988 (Cth). Personal information collected by Rodney Industries in performance of these Terms will only be collected, used, held, or disclosed for the purposes of providing the Goods, developing the business relationship with the Customer, and otherwise with consent of the Customer.

19. FORCE MAJEURE

19.1. No failure or omission to carry out or observe any of the conditions of these Terms shall give rise to any claim against Rodney Industries or result in a breach of these Terms if such failure or omission arises by reason of delay or inability to obtain materials, epidemic, fire, storm or other action of the elements, accidents, government restrictions or from other causes whether like or unlike the foregoing which are unavoidable or otherwise beyond the reasonable control of Rodney Industries.

20. MISCELLANEOUS

20.1. Rodney Industries remains the sole owner of all intellectual property rights in the Goods. Nothing in these Terms shall be deemed to transfer to the Customer any intellectual property rights in the Goods.

20.2. No provision of these Terms shall be deemed to have been waived by Rodney Industries unless such waiver shall be in writing and signed by an officer of Rodney Industries.

20.3. If any provision of these Terms is or becomes invalid or



**REAL PEOPLE
REAL PRODUCTS
REAL SOLUTIONS**



Rodney Industries

Phone: 07 3624 0300
Email: sales@rodneyind.com.au
Web: www.rodneyind.com.au