STANDARD TERMS AND CONDITIONS OF SALE

The Edge Supplies Pty Ltd (ABN 51 665 756 043) trading as TheEdge

Version 1.0 | Effective 8 October 2026

IMPORTANT

These Terms form part of every accepted Quote and Order. A Quote or written special term prevails to the extent of any inconsistency.

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Document owner	The Edge Supplies Pty Ltd
Applies to	Goods and Services supplied under Quotes and Orders accepted on or after the effective date
Governing law	Western Australia, Australia

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HOW THESE TERMS APPLY

By accepting a Quote, issuing a purchase order, paying a deposit, instructing the Seller to proceed, or accepting delivery, the Buyer accepts these Terms. If a Quote contains special terms, those special terms prevail to the extent of any inconsistency.

1. Definitions and interpretation

1.1 In these Terms:

ACL: means the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 (Cth), as amended or replaced.

Buyer: means the person or entity acquiring, or agreeing to acquire, Goods or Services from the Seller.

Business Day: means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia.

Contract: means the agreement for supply comprising the accepted Quote or Order, these Terms and any written special terms accepted by the Seller.

Goods: means all products, equipment, consumables, parts, documents and other items supplied or to be supplied by the Seller.

Non-Excludable Rights: means rights, guarantees, warranties and remedies that cannot lawfully be excluded, restricted or modified.

Order: means a request to acquire Goods or Services, including a purchase order, email instruction, accepted Quote or other instruction to proceed.

PPSA: means the Personal Property Securities Act 2009 (Cth) and associated regulations.

Price: means all amounts payable under a Contract, including applicable GST, freight and agreed charges.

Quote: means a quotation, proposal, order confirmation or other written offer issued by the Seller.

Seller: means The Edge Supplies Pty Ltd (ABN 51 665 756 043) trading as TheEdge.

Services: means installation, commissioning, training, inspection, sourcing, technical assistance or other services expressly included in a Quote.

Special Order Goods: means Goods made, cut, configured, imported, manufactured, sourced or purchased specifically for the Buyer, including custom Goods and non-standard stock.

Terms: means these Standard Terms and Conditions of Sale, as updated prospectively in accordance with clause 23.

1.2 Headings are for convenience only. "Including" is not limiting. A reference to legislation includes amendments and replacements. "Writing" includes email and electronic acceptance.

2. Application and acceptance

2.1 These Terms apply to every supply of Goods or Services by the Seller unless the Seller expressly agrees otherwise in writing.

2.2 The Buyer accepts these Terms by accepting a Quote, placing an Order, paying a deposit or invoice, instructing the Seller to proceed, or accepting delivery or performance.

2.3 If there is an inconsistency, the order of precedence is: (a) written special terms in the Quote or Order confirmation; (b) the remaining terms of the accepted Quote; and (c) these Terms.

2.4 Terms contained in a Buyer purchase order or other document do not apply unless the Seller expressly accepts them in writing. Silence, delivery or performance does not amount to acceptance of the Buyer's additional terms.

2.5 The person placing an Order warrants that they are authorised to bind the Buyer.

3. Quotes and Orders

3.1 Unless a Quote states otherwise, it is valid for 30 days from its date and is subject to availability.

3.2 A Buyer Order is an offer to purchase. A Contract is formed when the Seller accepts the Order in writing, issues an order confirmation, receives an agreed deposit and confirms commencement, or begins supply with the Buyer's knowledge.

3.3 The Seller may decline an Order before acceptance. If the Seller has received money for an Order it does not accept, the Seller will refund that money promptly.

3.4 The Seller may correct an obvious clerical, calculation or typographical error before acceptance. After acceptance, a correction that materially affects the Buyer requires the Buyer's agreement or gives the Buyer a right to cancel the affected undelivered portion without penalty, except for reasonable committed costs relating to Special Order Goods.

3.5 If a manufacturer discontinues or changes a product, the Seller will not substitute a materially different product without the Buyer's approval.

4. Price, GST and variations

4.1 Prices are in Australian dollars unless the Quote states otherwise. GST is additional unless the Quote expressly states that GST is included.

4.2 The Price includes only the Goods, Services and inclusions expressly stated in the Quote. Freight, unloading, installation, commissioning, training, travel, duties and other charges are excluded unless expressly included.

4.3 If the Buyer requests a change, provides incomplete or inaccurate information, delays an approval, changes the delivery location or causes additional work, the Seller may issue a written variation setting out the resulting change to Price, scope and timing. The Seller is not required to perform the variation until accepted.

4.4 A post-acceptance price adjustment for exchange rates, freight, duties or supplier charges applies only where the Quote clearly identifies the relevant component as provisional or subject to adjustment. The Seller must give reasonable notice and supporting information. If the Buyer does not accept a material

increase, it may cancel the affected undelivered portion, but remains liable for reasonable non-recoverable costs already committed for Special Order Goods.

5. Payment and credit

5.1 The Buyer must pay deposits, progress payments and the balance in accordance with the Quote or invoice.

5.2 Unless approved credit terms or a Quote state otherwise, payment is due before dispatch, collection or commencement of Services.

5.3 For an approved credit account, payment is due 30 days from the invoice date unless the written credit approval or Quote states a different period.

5.4 The Buyer must pay undisputed amounts when due. A genuine dispute about one amount does not entitle the Buyer to withhold unrelated amounts. The parties must work promptly and in good faith to resolve disputed amounts.

5.5 Overdue amounts accrue simple interest at 10% per annum, calculated daily from the due date until payment. This is a genuine estimate of the Seller's financing and administration costs and is not compounded.

5.6 After reasonable notice, the Buyer must reimburse reasonable external debt recovery and legal costs actually incurred because of its payment default, to the extent permitted by law.

5.7 If an undisputed amount remains overdue for 5 Business Days after written notice, the Seller may suspend further supply until payment, provided it acts reasonably and gives the Buyer reasonable information about the suspension.

5.8 The Seller may review credit limits and future credit terms on reasonable commercial grounds. A change applies prospectively and does not alter an accepted Order unless the Buyer agrees, the Buyer is overdue, or continued performance would expose the Seller to a material credit risk.

6. Specifications and Buyer information

6.1 The Seller will supply Goods and Services that materially conform to the accepted Quote and any approved specification.

6.2 The Buyer must provide accurate and complete drawings, dimensions, model or part references, material requirements, site information and other information reasonably required for supply. The Seller may rely on information and approvals provided by or for the Buyer.

6.3 The Buyer must review and approve drawings, specifications and confirmations within a reasonable time. Approval confirms the commercial specification, but does not waive rights arising from the Seller's failure to supply in accordance with the approved specification.

6.4 Product images, catalogues and general descriptions are illustrative. Reasonable commercial tolerances and non-material manufacturer changes may apply unless the Quote specifies otherwise.

6.5 A product is warranted to meet a particular standard, certification or regulatory requirement only if that requirement is expressly stated in the Quote or applicable product documentation.

6.6 Unless the Quote expressly includes design or engineering Services, the Seller is supplying to the Buyer's stated requirements and is not responsible for designing the Buyer's system, process or installation.

7. Special Order Goods

7.1 The Seller may require an approved specification, deposit or progress payment before procuring or commencing Special Order Goods.

7.2 Once the Seller has committed to procurement, manufacture or non-cancellable supplier charges, the Buyer may cancel or change Special Order Goods only with the Seller's written consent and must pay the reasonable costs, supplier charges and work already incurred because of the cancellation or change.

7.3 A deposit is not automatically forfeited. The Seller may retain only amounts properly due under the Contract and must account for any balance.

7.4 Special Order Goods are not returnable for change of mind, incorrect ordering by the Buyer or changed requirements. This does not affect rights relating to defective Goods, incorrect supply or Non-Excludable Rights.

7.5 Lead times for imported or manufactured Goods are estimates. The Seller will keep the Buyer reasonably informed of material supplier or logistics delays.

8. Delivery, collection and risk

8.1 Delivery and availability dates are reasonable estimates unless the Seller expressly agrees in writing that a date is fixed. The Seller will use reasonable efforts to meet estimated dates and notify the Buyer of a material delay.

8.2 The Seller may make reasonable partial deliveries where this does not materially disadvantage the Buyer. Each delivery may be invoiced separately if the Quote permits staged supply.

8.3 If the Buyer collects Goods or arranges the carrier, risk passes when the Goods are handed to the Buyer or its carrier. If the Seller arranges delivery, risk passes when the Goods are delivered to the nominated delivery location.

8.4 The Buyer must provide safe, suitable and timely access for delivery and is responsible for unloading, lifting equipment and site personnel unless the Quote states otherwise.

8.5 If the Buyer fails to collect or accept delivery after reasonable notice, the Seller may store the Goods at the Buyer's risk and charge reasonable storage, handling and re-delivery costs. Risk passes when the Goods are made available for collection or delivery is first attempted.

8.6 A signed delivery docket, carrier record or other reasonable proof of delivery is evidence of delivery, but does not prevent the Buyer from making a valid claim under clause 10 or applicable law.

9. Installation, commissioning and site services

9.1 Installation, commissioning, training, unloading, electrical work, foundations, extraction, guarding, software integration and other site work are included only if expressly stated in the Quote.

9.2 The Buyer must provide the site conditions stated in the Quote or reasonably required for safe performance, including safe access, suitable power, ventilation, foundations, lifting equipment, permits and appropriately trained personnel.

9.3 The Seller may stop or postpone site work if conditions are unsafe or materially different from the information provided. The Seller must explain the issue and may charge reasonable standby, travel or remobilisation costs caused by the Buyer after giving notice.

9.4 Any commissioning test, acceptance criteria or training deliverable applies only if described in the Quote. Use of the Goods does not waive Non-Excludable Rights.

10. Inspection and claims

10.1 The Buyer should inspect Goods promptly after delivery and, where reasonably practicable, notify the Seller in writing within 7 Business Days of any apparent shortage, wrong item, visible transit damage or other readily observable non-conformity.

10.2 A latent defect or issue not reasonably discoverable on delivery must be reported promptly after discovery.

10.3 A notice should include the invoice or Order reference, a description of the issue and available photographs or supporting information. The Buyer should keep affected Goods and packaging reasonably available for inspection.

10.4 Delay in notification does not exclude a Non-Excludable Right, but the Seller is not responsible for additional loss or damage that could reasonably have been avoided by prompt notice.

10.5 The Seller may inspect or test returned Goods. If no defect or supply error is found and no Non-Excludable Right applies, the Buyer may be required to pay reasonable inspection, collection and return costs, provided those costs were disclosed before collection where practicable.

11. Returns and change of mind

11.1 Standard stock Goods may be returned for change of mind only with the Seller's prior written approval, requested within 14 days after delivery.

11.2 Approved change-of-mind returns must be unused, undamaged, complete, in original packaging and in saleable condition, with proof of purchase. The Buyer bears return freight and risk until the Seller receives the Goods.

11.3 The Seller may apply a restocking charge of up to 15% of the returned Goods' Price, limited to reasonable inspection, administration, handling and resale costs and disclosed when the return is approved.

11.4 Change-of-mind returns are not available for Special Order Goods, cut-to-size or customised Goods, used Goods, opened consumables, or safety/PPE items whose integrity or hygiene may have been compromised.

11.5 Receipt of returned Goods does not automatically mean a credit has been approved. The Seller will inspect the Goods and promptly confirm any credit. This clause does not apply to a remedy required by the ACL or another Non-Excludable Right.

12. Consumer law and warranties

12.1 Nothing in a Contract excludes, restricts or modifies a Non-Excludable Right. If the ACL applies, the Buyer may have rights to a repair, replacement, refund, re-supply, compensation or other remedy depending on the circumstances.

12.2 A manufacturer's warranty is additional to, and does not replace, Non-Excludable Rights. The Buyer may contact the Seller in the first instance and the Seller will reasonably assist with an applicable claim.

12.3 Where permitted by section 64A of the ACL and the relevant Goods or Services are not ordinarily acquired for personal, domestic or household use or consumption, the Seller's liability for failure to comply with a consumer guarantee is limited, at the Seller's option and if fair and reasonable, to: (a) replacing the Goods or supplying equivalent Goods; (b) repairing the Goods; (c) paying the cost of replacement or repair; (d) re-supplying the Services; or (e) paying the cost of having the Services supplied again.

12.4 Any express warranty applies only on its stated terms. Unless law requires otherwise, a warranty does not cover a problem caused by misuse, accident, abnormal operating conditions, unauthorised modification, incorrect installation by others, failure to follow instructions, improper storage, normal wear, or consumable items, to the extent that cause contributed to the problem.

12.5 Any call-out, travel or inspection cost not covered by a Non-Excludable Right or express warranty will be quoted or explained before it is incurred where practicable.

13. Technical advice and suitability

13.1 The Seller may provide general product information or practical assistance based on information supplied by the Buyer. The Buyer must disclose all material application, equipment, site and regulatory requirements.

13.2 Where the Seller has not expressly agreed in writing to design, engineer or select a product for a disclosed purpose, the Buyer is responsible for verifying final suitability, compatibility, capacity and compliance for its application.

13.3 Where the Buyer makes a particular purpose known and reasonably relies on the Seller's skill or judgment, nothing in this clause limits any applicable Non-Excludable Right or an express written recommendation by the Seller.

13.4 Technical data, samples and test results relate to the stated conditions and do not guarantee performance in materially different conditions.

14. Safety and compliance

14.1 The Seller will provide available manufacturer instructions, warnings and safety information supplied with the Goods.

14.2 The Buyer is responsible for safe storage, installation, operation and maintenance after delivery, including competent personnel, appropriate PPE, guarding, permits, risk assessments and compliance with site and workplace laws.

14.3 The Buyer must not remove or obscure safety labels and must pass relevant instructions and warnings to employees, contractors and any person who uses or receives the Goods.

14.4 The Buyer must identify any required standard, certification or approval before ordering. The Seller does not represent that every product complies with every Australian or industry standard unless expressly stated for that product.

15. Title, PPSA and PPSR

15.1 Legal title to Goods remains with the Seller until the Seller receives full payment for those Goods and all amounts payable in relation to them. Risk passes under clause 8 independently of title.

15.2 Until title passes, the Buyer must keep the Goods identifiable where reasonably practicable, maintain them in good condition, not create a conflicting security interest, and not dispose of them except in the ordinary course of business.

15.3 If the Buyer uses, sells, processes or combines unpaid Goods in the ordinary course, the Seller's security interest continues in the Goods, proceeds, accounts and any product or mass to the extent provided by the PPSA.

15.4 The Buyer grants the Seller a security interest in the Goods and their proceeds to secure payment and performance. These Terms constitute a security agreement for the purposes of the PPSA, and the security interest is intended to include a purchase money security interest where the law permits.

15.5 The Buyer must promptly do anything reasonably required to enable the Seller to register, perfect, maintain or enforce its security interest, and must notify the Seller of a change to its legal name, ACN, ABN or structure before the change where practicable.

15.6 The Seller may register its security interest on the PPSR. To the extent the collateral is commercial property and the law permits, the Buyer waives the right to receive a verification statement under section 157 of the PPSA.

15.7 If payment is overdue and remains unpaid after notice, the Seller may require the Buyer to return unpaid Goods and may exercise its rights under the PPSA and other law. All enforcement rights must be exercised honestly, commercially reasonably and subject to applicable law.

16. Intellectual property and Buyer materials

16.1 Each party retains ownership of intellectual property it owned before the Contract. No intellectual property transfers unless expressly stated in writing.

16.2 The Seller grants the Buyer a non-exclusive licence to use manuals, drawings and documents supplied with the Goods solely to install, operate, maintain and use the Goods for the Buyer's internal purposes.

16.3 The Buyer warrants that it owns or is authorised to provide any drawing, design, sample, trademark or other material it supplies, and grants the Seller and its suppliers a licence to use that material to perform the Contract.

16.4 The Buyer indemnifies the Seller against a third-party intellectual property claim arising directly from the Seller following Buyer-supplied materials or mandatory instructions, except to the extent the claim was caused by the Seller's unauthorised change, negligence or wilful misconduct.

17. Confidentiality and privacy

17.1 Each party must keep the other party's confidential commercial and technical information confidential and use it only for the Contract, except where disclosure is required by law or reasonably required to employees, manufacturers, freight providers, insurers, financiers or professional advisers who are subject to appropriate confidentiality obligations.

17.2 The Seller may collect, use and disclose personal information reasonably required to quote, process Orders, arrange delivery, provide warranty support, assess credit, recover debts and comply with law, in accordance with applicable privacy laws.

17.3 If the Buyer applies for credit, it authorises the Seller, to the extent permitted by law, to obtain trade references and exchange relevant credit information with credit providers, trade insurers, debt collectors and professional advisers.

18. Liability and indemnities

18.1 This clause is subject to clause 12 and does not exclude or limit a Non-Excludable Right, liability for fraud or wilful misconduct, or liability that cannot lawfully be excluded or limited.

18.2 To the extent permitted by law, neither party is liable to the other for indirect or consequential loss, or for loss of profit, revenue, production, contract, opportunity or goodwill, arising from the Contract.

18.3 Except for the Buyer's payment obligations, liability under clause 16.4, liability for death or personal injury caused by negligence, fraud, wilful misconduct and Non-Excludable Rights, each party's aggregate liability arising from an affected Order is limited to the Price paid or payable for that Order.

18.4 The Buyer indemnifies the Seller against a third-party claim to the extent caused by the Buyer's negligent or unlawful use of the Goods, unauthorised modification, unsafe site condition, breach of safety obligations or material breach of the Contract. The indemnity is reduced to the extent the Seller contributed to the claim.

18.5 Each party must take reasonable steps to mitigate loss arising from a breach or other event.

19. Force majeure

19.1 A party is not liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, fire, flood, epidemic, war, civil disturbance, government restriction, industrial action not limited to its own workforce, cyber incident, carrier or port disruption, utility failure, manufacturer shutdown or material supply-chain disruption.

19.2 The affected party must notify the other party as soon as reasonably practicable, explain the expected effect and take reasonable steps to mitigate the delay. Accrued payment obligations are not excused.

19.3 If the event prevents a material part of supply for more than 90 days, either party may cancel the affected unperformed portion by written notice. The Seller must refund prepayments for the cancelled portion, less the reasonable value of completed work transferred to the Buyer and reasonable non-recoverable third-party costs incurred specifically for Special Order Goods.

20. Default, suspension and termination

20.1 If a party materially breaches a Contract and does not remedy the breach within 10 Business Days after written notice (or a longer reasonable period if the breach cannot reasonably be cured within 10 Business Days and cure has commenced), the other party may terminate the affected Contract or undelivered portion.

20.2 The Seller may suspend supply for payment default in accordance with clause 5.7. Subject to any statutory stay, the Seller may also suspend or terminate if the Buyer becomes insolvent and continued performance creates a material risk that the Seller will not be paid.

20.3 On termination, the Buyer must pay for Goods delivered, Services performed, and reasonable committed costs properly incurred for Special Order Goods up to the termination date. The Seller must account for any deposit balance.

20.4 Termination does not affect accrued rights or clauses intended to survive, including payment, confidentiality, intellectual property, title and security interests, liability, dispute resolution and governing law.

21. Dispute resolution

21.1 A party claiming a dispute must give written notice describing the issue and the outcome sought. Senior representatives of both parties must meet or confer in good faith within 10 Business Days where practicable.

21.2 If the dispute is not resolved within a further 10 Business Days, either party may propose mediation in Perth through a mutually agreed mediator. The parties share the mediator's fees equally and bear their own costs unless they agree otherwise.

21.3 This clause does not prevent urgent injunctive relief, recovery of an undisputed debt, enforcement of a security interest or action required to preserve a limitation period.

22. Notices

22.1 A notice must be in writing and sent to the email or postal address shown in the Quote, Order or most recent written contact details.

22.2 An email is taken to be received when it becomes capable of being retrieved at the recipient's nominated address, unless the sender receives a delivery failure notice. An email received after 5:00 pm at the recipient's location is taken to be received on the next Business Day.

22.3 A party must promptly notify the other of a change to its contact details.

23. Changes to these Terms

23.1 The Seller may publish revised Terms from time to time. Revised Terms apply only to a Quote or Order accepted after the revised effective date, unless the parties expressly agree otherwise in writing.

23.2 An update to these Terms does not retrospectively change an existing Contract.

24. General

24.1 A Contract is the entire agreement for its subject matter and supersedes prior discussions and representations, except for fraud and Non-Excludable Rights.

24.2 A variation or waiver must be in writing. A delay or failure to exercise a right is not a waiver. A single exercise of a right does not prevent a further exercise.

24.3 If a provision is invalid or unenforceable, it is severed or read down to the minimum extent necessary, and the remaining provisions continue.

24.4 The Buyer may not assign a Contract without the Seller's consent, not to be unreasonably withheld. The Seller may assign a receivable to a financier or debt purchaser, or assign a Contract to a related body corporate, provided the assignment does not materially reduce the Buyer's rights.

24.5 The Seller may use manufacturers, freight providers and subcontractors to perform the Contract but remains responsible for its obligations to the extent required by law.

24.6 If there is more than one Buyer, their obligations are joint and several. A Buyer acting as trustee warrants that it has power to enter the Contract and an effective right of indemnity from trust assets, and is liable both personally and as trustee.

24.7 Nothing creates a partnership, agency, employment or fiduciary relationship between the parties.

24.8 The Contract is governed by the laws of Western Australia. Subject to clause 21, each party submits to the non-exclusive jurisdiction of the courts of Western Australia and courts entitled to hear appeals from them.