

# BUILDER ACCOUNT TERMS & MANDATORY ANTI-FRAUD CONTROLS

## 1. ACCESS ELIGIBILITY & MANDATORY REGULATORY COMPLIANCE

### 1.1 Absolute Eligibility Restrictions (Licensed Builders Only)

Builder Accounts are a strictly monitored commercial privilege reserved exclusively for licensed builders operating within Australia. No other trade categories—including but not limited to plumbers, electricians, handymen, painters, landscape gardeners, apprentices, un-certified laborers, or unlicensed sub-contractors—are eligible for this specific tier.

### 1.2 No Licence = No Account Framework

Commercial applications for account activation will be declined automatically or revoked immediately if any of the following conditions occur:

A valid, active Australian Building Licence Number is not provided at checkout or registration.

The supplied building licence fails state or territory database validation checks.

The building licence is flagged as expired, suspended, canceled, or restricted by a state building authority.

The legal registration details of the building licence do not correspond exactly to the applicant's provided photo identification or business structural records.

**Strict Regulatory Mandate:** No active building licence equals no account access. There are no exceptions to this rule.

### 1.3 Mandatory Licence, Identity, & Business Verification

To protect our corporate infrastructure and prevent digital and physical commercial fraud, all applicants must submit a verified information array to our compliance desk. The Company strictly reserves the right to:

Verify all registration and corporate credentials directly with relevant state municipal authorities (e.g., Victorian Building Authority).

Request supplementary government-issued photo identification (e.g., Australian Driver's License or Passport) at any point during the application or ordering process.

Deny, suspend, or permanently cancel any active accounts that fail to pass our comprehensive commercial background and identity checks.

#### 1.4 Material Accuracy of Supplied Data

All information supplied to the Company by the applicant must be true, complete, current, and accurate. Providing false, deceptive, or misleading documentation will trigger the immediate execution of the following protective measures:

Instantaneous suspension or permanent termination of the primary Builder Account.

Cancellation of all active, pending, or back-ordered shipments without liability.

Forfeiture of trade pricing privileges and retroactive billing of completed orders at full standard retail value.

Reporting of the fraudulent activity and credential usage to relevant law enforcement and state regulatory building authorities.

Full civil liability for any transactional losses, merchant chargebacks, or administrative costs incurred by the Company due to the fraudulent activity.

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## 2. ACCOUNT SECURITY, DELEGATED ACCESS & CIVIL LIABILITY

### 2.1 Complete Liability Allocation

The registered Builder Account holder assumes complete, unconditional financial, legal, and operational liability for all activities, transactional charges, and orders processed under their credentials. This legal responsibility extends globally across all procurement channels, including:

Automated e-commerce platform orders;

Specialized builder/trade portal digital transactions;

Verbal or written purchase orders processed at our physical in-store commercial trade desks; and

Modifications or item additions executed by authorized pickup agents.

### 2.2 Unauthorized Shared Access Consequences

If a registered builder shares their system access, coordinates login transfers with a non-builder, or permits unauthorized third parties to procure items under their commercial account profile:

The builder accepts unconditional, absolute financial and legal liability for all purchases, structural material acquisitions, and account misuse.

The Company is completely indemnified against, and assumes no responsibility for, shared login data, negligent security practices by the

account holder, or merchant identity fraud resulting from poor customer security protocols.

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### 3. COMMERCIAL PAYMENT TERMS, CREDIT BOUNDARIES & PROJECT DRAWDOWNS

#### 3.1 Strict Pre-Payment Default

Unless explicitly granted a written "Commercial Credit Facility" signed by the Company's directors, all Builder Accounts operate on a strict pre-payment basis. Goods will not be picked, packed, staged, manufactured, or dispatched from our warehouse depots until funds have cleared in full within our banking network.

#### 3.2 Approved Credit Tiers

For accounts granted an active Commercial Credit Facility, payment must be settled in full within the strictly defined timeframe specified on your approved commercial credit agreement (e.g., Net 7, 14, or 30 days from the date of the Tax Invoice).

#### 3.3 Universal Credit Limit Mandate

The Company reserves the absolute right to freeze, reduce, scale back, or modify a builder's credit line at any time without prior written notice. If a project order or bulk materials draw causes the account to exceed its assigned credit ceiling, the builder must immediately clear the over-limit balance via cash, credit card, or EFT. No order allocation, warehouse staging loops, or manufacturing scheduling will commence while an account sits over its designated credit limit.

#### 3.4 Project Drawdowns & Back-Orders

For large-scale construction contracts where project orders are held in our warehouse for staggered, phase-based site rollouts, inventory holding and staging fees may apply. Payment for each specific project phase must be cleared 48 hours prior to any authorized on-site fleet drop or Click & Collect warehouse pickup loop.

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### 4. RETENTION OF TITLE & SITE INSOLVENCY CLAUSES

#### 4.1 Retention of Title (Romalpa Clause)

Legal ownership and structural title of all building supplies, fixtures, appliances, tapware, basins, and materials remain exclusively with Melbourne Building Products Pty Ltd and do not pass to the Builder Account holder until all relevant invoices, interest charges, and outstanding balances owed by the builder are paid in full.

#### 4.2 Site Default & Insolvency Warning

If a construction site or project experiences a financial shutdown, insolvency event, court administration appointment, or liquidation process:

The builder is legally obligated to immediately identify the Company's uninstalled materials stored on-site.

The builder must facilitate the safe return and recovery of the uninstalled goods prior to any formal site lockout or asset freezing.

The builder grants the Company, its employees, and recovery agents an irrevocable license to enter any construction project, site, or warehouse where the unpaid goods are located to physically repossess them.

#### 4.3 Late Payments, Credit Freezes & Project Delays

**Project Disruption Liability Disclaimer:** If a Builder Account falls into default or late payment status, the Company will freeze all project lines and withhold future shipments instantly. The Company accepts zero liability for construction delays, structural liquidated damages, subcontractor standby costs, or council compliance extensions resulting from a credit freeze triggered by the builder's non-payment.

**Enforcement & Debt Recovery Fees:** Interest will accrue daily on all overdue amounts from the day after the payment due date until the balance is paid in full at a rate of **10% per annum** (compounded monthly). If an account remains unpaid past 30 days, the builder explicitly agrees to indemnify and pay the Company for **all collection costs, legal fees on a solicitor-client basis, court costs, and filing expenses** incurred by the Company to recover the outstanding debt.

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## 5. IRONCLAD WAREHOUSE PICKUP & ANTI-FRAUD VERIFICATION PROTOCOLS

### 5.1 Strict Chain of Custody Mandate

To mitigate commercial fraud, site allocation scams, and identity theft, the Company enforces a strict chain of custody for order collection at all Melbourne warehouse depot locations.

### 5.2 Account Holder Pickup

When the registered builder collects an order in person, they must present:

A valid, current government-issued photo ID matching the account records.

The original digital or printed Order Confirmation / Pickup Instruction Sheet.

### 5.3 Authorized Pickup Agent Protocol

If the builder cannot collect the goods in person and utilizes a subcontractor, courier, or transport agent, the builder **must notify the Company in writing prior to the agent's arrival** via SMS text message, registered account email, or the official online portal. This communication must explicitly state the pickup agent's full legal name and contact phone number.

### 5.4 Agent Identification Requirements

Upon arrival at our depot facility, the authorized pickup person must present:

A valid government-issued photo ID matching the builder's written notice.

The corresponding order confirmation documentation.

**Release Rejection:** Goods will be withheld indefinitely and pickup deferred if the agent fails to pass this verification loop.

## 5.5 Modification of Orders at Pickup Point

If an authorized pickup agent attempts to add additional tools, fixtures, spare parts, or items to an order at the counter during the pickup loop:

The registered builder must provide instantaneous written authorization via SMS text message or email directly to our counter staff.

No additional items will be processed, un-picked, or added to the bill without written account-holder approval.

## 5.6 Liability for Secondary Purchases

Any extra amount, freight fee, or financial liability arising from approved counter additions remains the sole responsibility of the primary builder account holder. The builder is fully liable for payment under their designated payment terms, not the pickup agent.

## 5.7 Continuous Monitoring & Suspension Rights

The Company may audit transactions and instantly suspend or cancel account privileges if we detect:

Suspicious pickup activities or mismatched regional logistics vectors.

Misuse of trade pricing configurations for unauthorized non-builder projects.

Un-notified sharing of portal account access codes.

Attempts to bypass eligibility rules or state licensing validations.

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## 6. LABOUR, REPAIR & CONSEQUENTIAL COST EXCLUSIONS

### 6.1 Strict Parts-Only / Product Replacement Mandate

To the maximum extent permitted by law, all commercial products carry a strict Product and Parts Replacement Only policy. Except where explicitly mandated under the Australian Consumer Law (ACL) for an unrectifiable major failure, Melbourne Building Products Pty Ltd does not cover, pay for, reimburse, or accept financial liability for any third-party plumbing labor, electrical labor, secondary installation costs, removal expenses, re-installation fees, call-out charges, trade service costs, or third-party repair bills under any circumstances whatsoever.

### 6.2 Standard & Extended Lifecycle Application

This absolute exclusion of labor liability applies universally across all product categories, standard items, premium tiers, and extended voluntary commercial guarantees. The builder assumes full, sole financial responsibility for sourcing and paying the independent trade labor required to swap over or service any replacement component provided under warranty.

### 6.3 Consequential Damage Exclusions

The Company accepts zero liability for auxiliary or consequential costs resulting from a product defect, including structural alterations, tiling modifications, plastering, cabinetry removals, floor restorations, or business interruption losses suffered by contractors, builders, or property owners, except where explicitly required under the ACL for a major failure.

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## 7. STATUTORY COMPLIANCE & CONSUMER RIGHTS (ACL ALIGNMENT)

### 7.1 Non-Excludable Statutory Rights

Nothing in this commercial policy excludes, restricts, or modifies any condition, warranty, guarantee, right, or remedy implied by the Australian Consumer Law (ACL) and the *Competition and Consumer Act 2010* (Cth) that cannot be lawfully excluded or limited.

### 7.2 Statutory Remedies

Where a product is verified by an authorized internal technical assessment to carry an inherent manufacturing defect, the classification of the fault and subsequent remedy protocol shall align with the following statutory parameters:

**Major Failure:** If a defect constitutes a verified major failure under the ACL framework, the consumer may elect to receive an exact replacement product, a store account credit, or a full refund applied to the original payment channel.

**Minor Failure:** If the defect is determined to be a minor failure capable of being rectified within a reasonable timeframe, the Company reserves the absolute right to determine the exact method of remediation. The Company may choose to provide a replacement component part, execute a localized component fix, or issue a store account credit. Refunds for minor defects are strictly barred outside the Company's absolute discretion.