

COMMERCIAL TRADE ACCOUNT TERMS

1. TRADE ELIGIBILITY, PRIVILEGES & MANDATORY VERIFICATION

1.1 Access & Validation

Trade account configurations and tiered pricing matrices are a strictly monitored commercial privilege accessible exclusively to approved, active Trade Account holders. To achieve and maintain account activation, all applicants must pass our comprehensive identity, regulatory, credit, and commercial trade background checks. The Company reserves the absolute right to decline any account application that fails verification loops or to block transactions flagged as high-risk.

1.2 Independent Commercial Pricing Model

Trade prices are highly specialized and visible only when formally authenticated within our digital trade portal or verified at our commercial trade desks. Some stock elements attract exclusive trade pricing, while others may not. Melbourne Building Products operates an independent pricing structure; we do not offer price-match guarantees, we do not beat competitor quotes, and we do not match historical promotional values under any circumstances. All trade pricing adjustments are strictly internal and determined solely by account tier volume metrics.

1.3 Mandatory Verification Requirements

To safeguard corporate assets and prevent commercial identity theft, fraud, and account misuse, all applicants must supply verified data arrays to our compliance desk, including:

Full legal name of the operating entity and individual applicants;

Valid, active Australian Business Number (ABN) and/or Australian Company Number (ACN);

Current government-issued photo identification (e.g., Australian Driver's License or Passport); and

Verifiable trade credentials or state-issued contractor licensing details where applicable.

1.4 Suspension and Revocation Rights

The Company reserves the absolute right to request updated identification or corporate standing verification at any time. Accounts may be suspended, locked, or terminated immediately, and pending orders revoked or cancelled without liability, if verification fails, data appears fraudulent, or the account is used to bypass corporate eligibility parameters.

2. INVOICING, MUTUAL PROOF OF PURCHASE & ACCOUNT LIABILITY

2.1 Primary Proof of Purchase Clause

A valid, serialized Tax Invoice issued directly by Melbourne Building Products Pty Ltd must be presented for any and all trade returns, exchanges, technical assessments, or voluntary warranty claims. The customer explicitly acknowledges that without the presentation of an authentic invoice, no store account credits, product replacements, parts allocations, or statutory remedies will be considered or processed under any circumstances.

2.2 Complete Account Holder Liability Allocation

The registered Trade Account holder assumes complete, unconditional financial, legal, and operational liability for all purchases, transactions, and fees processed under their credentials. This absolute liability applies universally to:

Orders executed via our e-commerce platform or trade portal;

Bookings made verbally or in writing at an in-store commercial counter; and

Secondary purchases or item additions authorized at warehouse collection points.

2.3 Shared Credentials and Security Failures

If the account holder shares portal access codes, leaks passwords, or allows unauthorized individuals to procure items under their profile, they accept full liability for all subsequent transactions and misuse. The Company is completely indemnified against, and assumes zero responsibility for, merchant identity fraud resulting from the account holder's failure to secure account credentials.

3. COMMERCIAL PAYMENT TERMS & STRICT CREDIT LIMIT BOUNDARIES

3.1 Strict Pre-Payment Default

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

3.2 Approved Credit Tiers

For accounts explicitly granted a 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, non-appealable right to freeze, reduce, or alter an account's credit limit at any time without prior written notice. If an order causes the Trade Account to exceed its approved credit ceiling, the balance over the limit must be paid immediately via cash, credit card, or electronic funds transfer (EFT) before the order will be processed, manufactured, picked, or released from our facilities.

4. RETENTION OF TITLE (ROMALPA CLAUSE) & PPSA COMPLIANCE

4.1 Legal Ownership vs. Physical Possession

Legal ownership, title, and property of all goods supplied by the Company remain exclusively with Melbourne Building Products Pty Ltd and do not pass to the Trade Account holder until all relevant invoices, secondary charges, interest fees, and outstanding balances owed by the Account Holder are paid in full.

4.2 Irrevocable Right of Entry for Asset Recovery

Until full title passes to the customer, the Trade Account holder grants the Company, its employees, and recovery agents an irrevocable license to enter any commercial premises, site, project zone, or warehouse where the goods are stored to physically locate and repossess the unpaid inventory.

4.3 Personal Property Securities Act 2009 (Cth)

The Trade Account holder explicitly acknowledges that these terms constitute a Security Agreement for the purposes of the *Personal Property Securities Act 2009* (Cth) (PPSA). The Company reserves the absolute right to register its security interest on the Personal Property Securities Register (PPSR) as a Purchase Money Security Interest (PMSI) to protect its asset equity and preserve priority over third-party financiers.

5. LATE PAYMENTS, DEFAULT MANAGEMENT & DEBT RECOVERY CONSEQUENCES

5.1 Immediate Credit Freeze and Account Suspension

If a Trade Account holder fails to settle any outstanding invoice within their mandatory commercial payment window, the Company will execute immediate enforcement protocols:

The primary Trade Account and all associated sub-profiles, contractor links, or builder access tiers will be placed on an immediate administrative lock.

No further orders will be fulfilled, warehouse staging loops will be frozen, and active shipments in transit may be legally recalled, intercepted, or diverted at the customer's expense.

5.2 Commercial Late Payment Interest Fees

Interest will accrue daily on all overdue amounts from the day after the payment due date until the balance is paid in full. Interest will be calculated at a rate of **10% per annum** (compounded monthly). Both parties explicitly agree that this interest rate is a reasonable, genuine pre-estimate of the commercial loss and capital constraints suffered by the Company due to non-payment, and does not constitute a penalty.

5.3 Debt Collection Expenses & Legal Indemnity

If an account remains unpaid past 30 days from the invoice due date, the debt will be outsourced to a professional collection agency or legal firm. The Trade Account Holder explicitly agrees to indemnify and pay the Company for **all collection costs, commissions, legal fees calculated on a full solicitor-client basis, court costs, administrative outlays, and filing expenses** incurred by the Company to execute debt recovery loops.

6. VOLUNTARY CHANGE-OF-MIND RETURNS & ABSOLUTE EXCLUSIONS

6.1 Change-of-Mind Limitations under Commercial Procurement

The Trade Account holder acknowledges that the Australian Consumer Law does not legally mandate refunds or exchanges for change-of-mind purchases. As a restricted commercial courtesy, voluntary change-of-mind return requests may be evaluated only if formally lodged via email within 7 calendar days from the exact date of delivery or store collection. Goods must be completely unused, uninstalled, un-assembled, and housed in their immaculate, original, undamaged packaging.

6.2 Commercial Volume and Bulk Exclusions

Trade accounts often procure items in high volumes for project-level delivery. Trade customers explicitly acknowledge that **commercial quantities or project-level volume orders are strictly ineligible for change-of-mind returns, cancellations, or exchanges.**

6.3 Absolute Return Exclusions

The following item categories are permanently excluded from change-of-mind returns, voluntary modifications, or store credits under any circumstances:

Custom-made, altered, or special-order products ordered specifically for a client project;

Products cut to size, customized, or modified at the customer's request; and

Toilet seats and associated hygiene-sensitive items if the outer plastic shrink-wrap or cardboard packaging has been unsealed, opened, or broken.

7. STANDARD MANUFACTURING WARRANTY & SPECIFIC COMPONENT LIMITATIONS

7.1 Default One-Year Parts-Only Warranty Window

All products procured under a standard Trade Account come with a strict **1-year standard manufacturing warranty** starting exclusively from the original tax invoice date. This voluntary warranty provides for the replacement of the product or individual component parts only, protecting exclusively against inherent structural manufacturing defects.

7.2 Non-Licensed Trade Exclusions & Misuse

This voluntary warranty strictly excludes coverage for faults, leaks, or product degradation resulting from misuse, physical abuse, lack of maintenance, or incorrect installation. All plumbing, electrical, and structural items must be installed strictly by a fully qualified, licensed, and registered Australian tradesperson in accordance with state laws. Installation or modification by an unlicensed individual instantly voids all voluntary standard and premium warranty lifecycles.

8. ABSOLUTE LABOUR, PLUMBING & THIRD-PARTY COST EXCLUSIONS

8.1 Strict Product and Parts Replacement Only Policy

⚠ CRITICAL INDEMNITY NOTICE — PLEASE READ CAREFULLY

To the maximum extent permitted by law, Melbourne Building Products Pty Ltd does not cover, pay for, reimburse, subsidize, or accept financial liability for any plumbing labor, electrical labor, carpentry labor, secondary installation costs, removal expenses, re-installation fees, call-out charges, trade service costs, or third-party repair bills under any circumstances whatsoever.

8.2 Scope of Labor Exclusion Across the Operational Lifecycle

This absolute commercial exclusion of labor liability applies across all product categories and operates universally across all trade tiers—including retail cash

customers, standard Trade Account holders, and licensed Builder Account holders. This limitation remains entirely active while a product is within its voluntary warranty lifecycle. If an item is determined to be faulty, the Company's commercial obligation outside of a major failure under the ACL is confined strictly to providing a replacement product or providing necessary replacement parts.

8.3 Secondary and Consequential Damage Exclusions

The Company accepts zero liability for auxiliary, secondary, or consequential costs resulting from a product defect, including but not limited to structural alterations, tiling modifications, plastering, cabinetry removals, floor restorations, or business interruption losses suffered by contractors, tradespeople, or property owners, except where explicitly required under the ACL for a major failure.

9. IRONCLAD WAREHOUSE PICKUP & ANTI-FRAUD VERIFICATION PROTOCOLS

9.1 Account Holder Pickup

When collecting an order directly from our Melbourne warehouse depot locations, the registered Trade Account holder must personally present a valid government-issued photo ID (e.g., Australian Driver's License) and the original digital or printed Order Confirmation sheet. Goods will be withheld indefinitely if identity cannot be confirmed.

9.2 Authorised Pickup Agent Protocol

If the account holder cannot collect the order in person and utilizes an employee, subcontractor, or transport agent, they must notify the Company **in writing prior to arrival via SMS text message or registered account email**. The verification message must explicitly contain:

The full legal name of the authorized pickup person;

The agent's contact phone number; and

The specific order confirmation number.

Agent Identification: The authorized pickup person must present a valid government-issued photo ID matching the account holder's written notice upon arrival.

9.3 Adding Extra Items at Pickup Point

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

No additional items will be processed or un-picked unless the primary Trade Account holder provides instantaneous written approval via SMS text message or email directly to our counter staff.

Any approved additional charges will be billed directly to the Trade Account holder's profile and remain their sole financial responsibility. If no instantaneous written approval is provided, no extra items will be supplied.

10. STATUTORY COMPLIANCE & CONSUMER RIGHTS (ACL TRIAGE)

10.1 Non-Excludable Statutory Guarantees

Nothing in this commercial trade 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. This policy operates concurrently and in addition to your non-excludable statutory rights.

10.2 Minor Fault Defect Remedy Allocation

In the event of a verified minor product failure or technical defect as defined under the ACL criteria, the customer explicitly acknowledges that the Company retains the absolute, exclusive right to determine the specific method of remediation. The Company may choose to:

Provide a replacement component part or individual section;

Provide a full replacement of the identical product; or

Issue a targeted store account credit.

Refunds for minor defects are strictly barred outside the Company's absolute corporate discretion.

10.3 Major Fault Defect Resolution

If a product suffers a verified major failure as defined under the ACL framework, the customer may choose between a direct replacement of the item (subject to inventory availability), an equivalent store account credit, or a full refund applied directly to the original payment channel.