

1 **Delivery of Goods/Equipment**

- 1.1 Delivery (“Delivery”) of the Goods/Equipment is taken to occur at the time that the Seller (or the Seller’s nominated carrier) leaves the Seller’s premises to deliver the Goods/Equipment to the Buyer’s nominated address. If no such address is nominated, then delivery will be deemed to occur at the time when the goods are ready for collection at the Seller’s premises.
- 1.2 At the Seller’s sole discretion, the cost of delivery is in addition to the Price.
- 1.3 The Seller may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 1.4 Any delivery time or date given by the Seller to the Buyer is an estimate only and the Seller shall not be liable to the Buyer for any failure to deliver or for delay in delivery of goods occasioned by strike, lockout or other industrial dispute, shortage of stock, shortage of labour, lack of skilled labour, delays in transit, fire, flood, hostility, civil commotion or any other cause whatsoever whether or not beyond the control of the Seller.
- 1.5 The Buyer shall not be relieved of any obligation to accept or pay for Goods/Equipment by reason of any delay in Delivery. To the extent permitted by law, the Seller will not be liable for any loss or damage, including consequential loss or damage, arising from any delay in delivery to the Buyer.
- 1.6 The Buyer authorises the Seller to deliver Goods/Equipment to the place nominated by the Buyer and to leave the Goods/Equipment at such place whether any person is present to accept delivery. The Seller shall not be liable on any basis whatsoever for loss suffered by the Buyer after delivery to the nominated address.
- 1.7 The Seller shall not be obliged to obtain a signed receipt or other acknowledgment from any person at the nominated place for delivery but if a signed receipt or other acknowledgment is obtained from someone believed by the Seller to be authorised by the Buyer to sign or otherwise take delivery, then such signed receipt or other acknowledgement shall be conclusive evidence of the Buyer’s acceptance of the Goods/Equipment delivered.

1.8 Standard Delivery Guarantee

(a) South Australia

The Seller guarantees that eligible orders of Goods/Equipment will be delivered in full to the Buyer's nominated delivery address within two (2) hours from the time the order is placed. Where delivery does not occur within this timeframe, the applicable freight charge will be waived. This waiver constitutes the Buyer's sole and exclusive remedy for failure to meet the Standard Delivery Guarantee.

An order is deemed eligible under this clause where all the following conditions are met:

- The order is placed and confirmed by the Seller after 8:00am local time on a business day;
- The total order weight does not exceed eight (8) tonnes;
- The nominated delivery address falls within Zone A as defined in the Seller's Delivery & Charges Map;
- The Buyer's account is not subject to credit hold at the time the order is placed;
- The delivery site is safe, accessible, and attended during the scheduled delivery window.

Exclusions from the Standard Delivery Guarantee include:

- House lots;
- Orders requiring crane truck delivery;
- Orders of Goods/Equipment with a Promised Time exceeding two (2) hours from order placement.

(b) **Queensland**

The Seller guarantees that eligible orders of Goods/Equipment will be delivered in full to the Buyer's nominated delivery address within the same business day the order is placed. Where delivery does not occur within this timeframe, the applicable

freight charge will be waived. This waiver constitutes the Buyer's sole and exclusive remedy for failure to meet the Same-Day Delivery Guarantee.

An order is deemed eligible under this clause where all the following conditions are met:

- The order is placed and confirmed by the Seller prior to 12:00pm local time on a business day;
- The total order weight does not exceed eight (8) tonnes;
- The nominated delivery address is located within a serviceable area as confirmed by the Seller in writing at the time of order placement;
- The Buyer's account is not subject to credit hold at the time the order is placed;
- The delivery site is safe, accessible, and attended during the scheduled delivery window.

Exclusions to the Standard Delivery Guarantee include:

- House lots;
- Orders requiring crane truck delivery;
- Orders of Goods/Equipment where the Promised Time is not within the same business day as order placement.

1.9 **Promised Time Delivery Guarantee**

(a) **South Australia**

The Seller guarantees that eligible orders of Goods/Equipment with a Promised Time will be delivered in full to the Buyer's nominated delivery address at or before the agreed Promised Time. Where delivery does not occur within this timeframe, and

provided the Buyer's account is not on credit hold at the time of order placement, the applicable freight charge will be waived. This waiver constitutes the Buyer's sole and exclusive remedy for failure to meet the Promised Time Delivery Guarantee.

Eligibility is subject to the criteria outlined under the specific delivery service selected by the Buyer and confirmed by the Seller, as follows:

adxpress (60 min)

- Promised Time of sixty (60) minutes from order placement;
- Total order weight does not exceed one (1) tonne;
- The length of any item in the order does not exceed three (3) metres;
- The nominated delivery address is located within Zone A of the Seller's Delivery & Charges Map;
- The delivery site is safe, accessible, and attended during the delivery window.

90xpress (90 min)

- Promised Time of ninety (90) minutes from order placement;
- Total order weight does not exceed five (5) tonnes;
- The length of any item in the order does not exceed six (6) metres;
- The nominated delivery address is located within Zone A of the Seller's Delivery & Charges Map;
- The delivery site is safe, accessible, and attended during the delivery window.

adx24/7

- Promised Time as agreed in writing between the Buyer and the Seller at the time of order placement;
- The nominated delivery address must be located within a serviceable area deemed reasonable by the Seller and agreed in writing by both parties at the time of order placement;
- The delivery site is safe, accessible, and attended during the delivery window.

(b) Queensland

The Seller guarantees that eligible orders of Goods/Equipment with a Promised Time will be delivered in full to the Buyer's nominated delivery address at or before the agreed Promised Time. Where delivery does not occur within this timeframe and provided the Buyer's account is not on credit hold at the time of order placement, the applicable freight charge will be waived. This waiver constitutes the Buyer's sole and exclusive remedy for failure to meet the Promised Time Delivery Guarantee.

Eligibility is subject to the criteria outlined under the specific delivery service selected by the Buyer and confirmed by the Seller, as follows:

adxpress (2 hour)

- Promised Time of two (2) hours from order placement;
- Total order weight does not exceed one (1) tonne;
- The length of any item in the order does not exceed three (3) metres;
- The nominated delivery address is located within a serviceable area as confirmed by the Seller in writing at the time of order placement;
- The delivery site is safe, accessible, and attended during the delivery window.

adx24/7

- Promised Time as agreed in writing between the Buyer and the Seller at the time of order placement;
- The nominated delivery address must be located within a serviceable area as confirmed by the Seller in writing at the time of order placement;
- The delivery site is safe, accessible, and attended during the delivery window.

1.10 General Conditions Applicable to Delivery Guarantees**(a) South Australia**

- Delivery times shall be recorded by the Seller using its delivery tracking systems and/or driver logs. These records shall be deemed conclusive evidence of the time of delivery, unless the Buyer provides verifiable contrary evidence.
- To the maximum extent permitted by law, the waiver of freight charges under Clauses 5.8 and 5.9 constitutes the Seller's sole liability and the Buyer's exclusive remedy for delayed or failed delivery. The Seller shall not be liable for any indirect, incidental, special or consequential loss or damage, including without limitation, loss of profit, loss of business opportunity, business interruption, or third-party claims, arising from or in connection with any failure to meet the delivery timeframe.

(b) Queensland

- Delivery times shall be recorded by the Seller using its delivery tracking systems and/or driver logs. These records shall be deemed conclusive evidence of the time of delivery, unless the Buyer provides verifiable contrary evidence.
- To the maximum extent permitted by law, the waiver of freight charges under Clauses 5.8 and 5.9 constitutes the Seller's sole liability and the Buyer's exclusive remedy for delayed or failed delivery. The Seller shall not be liable for any indirect,

- incidental, special or consequential loss or damage, including without limitation, loss of profit, loss of business opportunity, business interruption, or third-party claims, arising from or in connection with any failure to meet the delivery timeframe.