

You acknowledge and agree:

1. To take delivery and pay for the entire order placed; and
2. That the order placed is final and cannot be altered, and that Belantti will not accept any return or offer any refund under any except for re-supply in the case of a proven manufacturing defect;
3. That a thorough visual inspection of the Goods will occur before they are affixed and that any alleged damage or defect which visual inspection would reveal will be notified within 7 days.
4. That Belantti will not accept any return of Goods once affixed save for as prescribed by law ;
5. Belantti shall not be held responsible for any damage caused to tiles during transport, including moving from one place to another. It is the responsibility of the recipient to inspect the tiles upon delivery and identify any damage prior to moving them on-site or to another location.
6. Belantti is not responsible for any tile damage during transport. Recipients must inspect tiles at the delivery location and report any damage before moving them. Failure to do so constitutes acceptance of the tiles' condition, releasing Belantti from liability.

THIS ORDER INCORPORATES Belantti'S TERMS AND CONDITIONS (WHICH FORM PART OF THIS ORDER), AND BY PLACING YOUR ORDER YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS AND UNRESERVEDLY ACCEPT AND AGREE TO BE BOUND BY THOSE TERMS & CONDITIONS.

YOU ACCEPT AND BECOME IMMEDIATELY BOUND BY THE TERMS & CONDITIONS IF YOU DO ANY ONE OR MORE OF THE FOLLOWING:

- 1. SIGN THIS ORDER; OR**
- 2. OTHERWISE ISSUE PURCHASE ORDER; OR**
- 3. PAY FOR THE ORDER; OR**
- 4. ACCEPT DELIVERY OF THE GOODS**

TAKE NOTICE THAT WHETHER OR NOT YOU SIGN THIS ORDER FORM, BY DOING ANY OF THE ABOVE IN 1-4 ABOVE, YOU HAVE ACCEPTED AND BECOME BOUND BY THE TERMS AND CONDITIONS

Recipient's Signature

Name

____/____/_____
Date

Belantti Pty Ltd – Terms & Conditions of Trade

1. Definitions

- 1.1. "Belantti" means Belantti Pty Ltd (T/A Belantti).
- 1.2. "Buyer" means an individual, corporate or an organisation buying the Goods or getting the service as specified in any invoice, quote or any other documents or order, and if there is more than one Buyer is a reference to each Buyer jointly and severally. Not limiting to the definition before, the "Buyer" means the person, firm or company who accepts a quotation from the Seller for sale of the goods or whose order for the goods is accepted by the Seller.
- 1.3. "Goods" means all Goods or Services supplied by Belantti to the Buyer at the Buyer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4. "Price" means the Price payable for the Goods as agreed between Belantti and the Buyer in accordance with clause 4 below.
- 1.5. "Terms & Conditions" means these Terms and Conditions of Trade

2. Offer & Acceptance

- 2.1. Belantti offers to sell the Goods to the Buyer on the Terms & Conditions. The Buyer expressly accepts Belantti's offer to sell the Goods on those terms and is immediately bound, jointly and severally, by the Terms & Conditions if the Buyer:
 - a. signs in the space marked on any order form; or
 - b. otherwise places an order for Goods; or
 - c. pay for Goods; or
 - d. accepts delivery of the Goods.
- 2.2. For the avoidance of any doubt, acceptance shall be deemed to have occurred if any one or more of the actions provided for in clause 2.1 above occurs, and whether or not the Buyer signs in the space marked on any order form.
- 2.3. The Buyer acknowledges that it has read and understood these Terms & Conditions and understands that by doing any one or more of actions in clause 2.1 above, it accepts that it is immediately bound by these Terms & Conditions.
- 2.4. These Terms and Conditions shall prevail to the extent of any inconsistency with any other document or agreement between the Buyer and Belantti.

3. General terms relating to purchase, ordering, collection and delivery

- 3.1. Goods will not be held or any order deemed confirmed unless and until a deposit of 50% of the total value of Goods has been received.
- 3.2. The Good will only be held for 2 months from the date of payment. Belantti may charge stocking fee, sell the Goods to third parties or request for immediate collection upon the expiration of 2 months' stocking period. Belantti will not be responsible for any direct or indirect loss arising from the action undertook at its own discretion.
- 3.3. Confirmed orders cannot be cancelled once shipped from an overseas supplier, and deposits are not refundable on cancellation by the Buyer.
- 3.4. The Buyer accepts that some Goods may need a lead-time of approximately six to eight (6-8) weeks from the date of the order being confirmed by Belantti. However, not limiting to this, Belantti will not be responsible for direct or indirect loss to the Buyer arising due to factors outside our control including but not limited to logistics, customs or manufacturing.
- 3.5. The Buyer shall be liable for and shall indemnify Belantti for any unforeseen costs arising from, in connection with, or in any way related to facilitating the transportation of the Goods into Australia, including but not limited to costs imposed by any transport and/or logistics and/or shipping supplier and/or in connection with Australian Customs' clearance.

- 3.6. Unless otherwise agreed, full payment is required prior to dispatch of goods.
- 3.7. The Buyer shall conduct a thorough inspection of all Goods at the point of delivery before moving or installing them on the project site. Any visible damage, defects, or discrepancies with the order discovered during this on-site inspection must be promptly reported to the Seller or the Seller's designated representative. Failure to inspect and report issues at the point of delivery shall constitute acceptance of the Goods in their delivered condition, and the Seller shall not be responsible for replacing or reimbursing the Buyer for any subsequent issues or damages.
- 3.8. The Buyer must not cut or remove any straps securing the tile boxes upon receipt. Instead, the Buyer shall tear open the cardboard packaging to access the Goods for inspection. In the event of discovering any broken or damaged Goods during this inspection, the Buyer shall promptly notify the Seller in writing or via email as soon as practically possible from the date of receiving the Goods.

4. **Price and Payment**

- 4.1. Subject to Belantti's sole discretion, the pricing shall be established using one of the following methods:
 - a) The sum denoted on an invoice furnished by Belantti to the Buyer.
 - b) The prevailing Price at the time of Goods delivery, based on Belantti's current price list.
 - c) The Price specified in a quotation provided by Belantti (**subject to clause 4.2**), which shall remain valid for the duration indicated in the quotation or for a maximum of thirty (30) days.
- 4.2. Belantti retains the rights to revise the Price:
 - a) If the Buyer requests a modification to the Goods to be supplied.
 - b) If the Buyer requests an alteration to the originally scheduled Services, including any applicable plans or specifications.
 - c) When additional Goods or Services become necessary due to the discovery of concealed, latent, or previously unidentifiable conditions or difficulties, including (without limitation) delays in stock delivery, discontinued product lines, restricted or unsuitable site access, inadequate floor straightness, level tolerances outside acceptable standards, or any requirement for floor preparation, rectification, or levelling, where such conditions are identified either prior to or during the commencement of the Services, or after the order has been placed or the quotation provided, including where the quotation was issued without a full or physical site inspection.
 - d) In the event of cost increases incurred by Belantti, which are beyond Belantti's control, such as labor or Goods costs (including but not limited to potential increases in overseas transactions due to fluctuations in foreign currency exchange rates and international freight and insurance charges).
- 4.3. At Belantti's sole discretion a non-refundable deposit upto fifty percent (50%) the total order value of the Goods will be necessary and shall be payable upon the order placement.
- 4.4. With strict emphasis on the timely settlement of payments for the Goods, the Price shall be remitted by the Buyer on dates established by Belantti. These dates will be communicated to the Buyer in advance, prior to the initiation of any order, and may fall within the following categories:
 - a) The Buyer is obligated to make the payment prior to the delivery of the Goods, or
 - b) The date specified on any invoice or other Belantti form as being the date for payment; or
 - c) In the absence of any alternative communication, the payment due date shall default to a period of seven (7) days following the placement of an order.

- 4.5. Payment must be made by cash, cheque, bank cheque, electronic/on-line banking, credit card or by any other method as agreed to between the Buyer and Belantti.
- 4.6. Unless expressly stated otherwise, the Price is exclusive of Goods and Services Tax (GST). If GST is payable on any supply made by Belantti under this Agreement or in connection with the sale of the Goods or provision of Services, the Buyer must pay to Belantti an additional amount equal to the GST payable, at the same time as payment of the Price and without any deduction, withholding, or set-off. The Buyer must do all things necessary to enable Belantti to recover the full amount of GST payable in accordance with the GST law. In addition, the Buyer is responsible for all other taxes, duties, levies, or charges imposed in connection with the Goods or Services, unless expressly stated to be included in the Price.

5. Delivery of Goods

- 5.1. Delivery of the Goods ("Delivery") shall be deemed to occur under the following conditions:
 - a) the Buyer or the Buyer's nominated carrier takes possession of the Goods at Belantti's address; or
 - b) Belantti (or Belantti's nominated carrier) delivers the Goods to the Buyer's nominated address to be signed for on delivery by a person present at the nominated address but irrespective of whether or not the Buyer is present at the address; or
 - c) Belantti delivers the Goods to the Buyer's nominated address as instructed by the buyer irrespective of whether or not the Buyer or its representative is present at the address; or
 - d) Belantti schedules an on-site delivery of Goods and makes reasonable efforts to notify the Buyer of the delivery, yet the Buyer does not raise any objections or concerns regarding the delivery when it occurs; or
 - e) A certificate signed by Belantti or Belantti nominated carrier shall be deemed to be conclusive evidence of the fact of the delivery.

6. Risk

- 6.1. Upon the Goods' Delivery, the responsibility for any damage or loss to the Goods is assumed by the Buyer.
- 6.2. In the event of damage or destruction to any Goods that occurs after Delivery but before ownership is transferred to the Buyer, Belantti is entitled to receive all insurance proceeds intended for the affected Goods. Belantti's presentation of these terms and conditions serves as definitive proof of its entitlement to collect the insurance proceeds, without necessitating further inquiries or actions by any party dealing with Belantti. If an insurance provider mandates a directive signed by the Buyer directing the payment of insurance proceeds to Belantti, the Buyer must promptly issue such a directive.
- 6.3. Upon the Buyer's request to leave Goods outside Belantti's premises for collection or to have the Goods delivered to an unattended location, the Buyer acknowledges that such Goods will be left solely at the Buyer's risk.
- 6.4. The Buyer acknowledges the inherent variations in color, shade, and grain in all kiln-fired products and natural stone. While Belantti will make diligent efforts to match the product's color, shade, or grain, Belantti cannot be held responsible for any losses, damages, or expenses arising from disparities in color, shading, or grain between batches of the product, sale samples, and the final supplied product.
- 6.5. Belantti does not provide any guarantees, whether expressed or implied, regarding occurrences such as crazing, cracking, chipping, or scratching that may arise and are beyond Belantti's control due to the inherent characteristics of the product at the time of installation. Consequently, it is advisable that the Buyer includes extra product in the order to account for any potential breakages.

- 6.6. The Buyer acknowledges and consents to the possibility that the Goods supplied by Belantti may exhibit optical hazing, shadowing, and sealer marking. These occurrences are common in the manufacturing process of these Goods and are strictly aesthetic in nature.
- 6.7. The Buyer acknowledges that it is the Buyer's responsibility to check quantities, with an on-site measurement before commencing fixing. Measurements taken off plans or the Buyer's figures by Belantti are approximate only and no responsibility is taken for their accuracy.
- 6.8. The Buyer bears the exclusive responsibility for ensuring that the Goods acquired from the Company are suitable for their intended application or purpose. Additionally, the Buyer is responsible for ensuring that the methods of installation, fixing, sealing, and maintenance of the Goods comply with all applicable standards, guidelines, codes, and laws. For natural stone products, adherence to the Natural Stone Disclaimer is also required.
- 6.9. The Buyer acknowledges that it is their responsibility to verify quantities through on-site measurements before initiating any installations. Measurements derived from plans or the Buyer's calculations by Belantti are considered approximate, and Belantti assumes no responsibility for their accuracy.
- 6.10. If the Buyer orders an insufficient or inadequate quantity of tiles or any other Goods, Belantti accepts no responsibility and shall not be liable for any loss or damage arising from any variation in colour, shade, batch, or finish in subsequently supplied Goods, or from the inability to supply further Goods at all.
- 6.11. The Buyer (or the Buyer's representative) must carry out a thorough visual inspection of all Goods prior to installation, fixing, or cutting. Belantti will not be liable for any loss, damage, or claim in respect of any defect, variation, or issue that was reasonably apparent on visual inspection, and no Goods will be accepted for return or credit once they have been installed, fixed, cut, or otherwise altered.
- 6.12. The Buyer acknowledges that certain Goods, including tiles and natural or manufactured products, may contain inherent variations in colour, shade, pattern, texture, or finish. Belantti strongly recommends that such Goods be blended by opening and mixing multiple boxes prior to installation. Belantti will not be liable for any claim arising from a failure to follow this recommendation.
- 6.13. Belantti disclaims any responsibility for Goods that have been installed.

7. Access

The Buyer is responsible for ensuring clear and unrestricted access to the work site for Belantti and/or Belantti's nominated carrier throughout the delivery of the Goods. Belantti will not be held liable for any loss or damage to the site, including but not limited to damage to pathways, driveways, or concreted, paved, or grassed areas, unless such damage results from the negligence of Belantti.

8. Title

- 8.1. Ownership of all Goods supplied by Belantti to the Buyer does not pass to the Buyer until Belantti has received payment in full of all monies owing by the Buyer to Belantti at any time, whether arising under this Agreement or otherwise, on any account, whether past, present or future, including (without limitation) the Price of the Goods, interest, costs, damages, and all other amounts payable by the Buyer.
- 8.2. Any payment received by Belantti in a form other than cash is not deemed payment until such payment has been honoured, cleared, and irrevocably credited to Belantti's account.
- 8.3. Buyer's Obligations While Title is Retained: Until ownership of the Goods passes under clause 8.1:

- a) The Buyer holds the Goods as bailee for Belantti and must keep the Goods separate, identifiable, and in good condition; and obligated to return the Goods to Belantti upon request.
 - b) The Buyer must insure the Goods for their full replacement value and holds the benefit of all insurance proceeds on trust for Belantti. The Buyer must immediately pay such proceeds to Belantti on demand. Production of these terms constitutes conclusive authority for any insurer to pay Belantti directly.
 - c) The Buyer must not sell, dispose of, transfer, alter, process, install, or mix the Goods except in the ordinary course of business and at market value.
 - d) If the Goods are sold or otherwise disposed of, the Buyer holds the proceeds on trust for Belantti in a separate account and must immediately remit those proceeds on request.
 - e) If the Buyer installs or affixes the Goods to land before payment in full, the Buyer acknowledges that such installation is done at the Buyer's risk, and the Buyer remains liable to pay the full Price notwithstanding any loss of Belantti's proprietary rights due to the Goods becoming fixtures.
 - f) The Buyer grants Belantti irrevocable authorization to enter any premises where Belantti believes the Goods are stored and to repossess the Goods.
 - g) Belantti or its representative or carrier may, without prior notice and without liability, enter any premises where it reasonably believes the Goods are located and repossess the Goods, including Goods in transit, provided that Belantti acts in accordance with law.
 - h) Belantti retains the right to sell, dispose of, resell, or otherwise manage the Goods until payment in full is received.
 - i) Belantti may commence proceedings to recover all monies owing by the Buyer whether or not ownership of the Goods has passed.
- 8.4. The Buyer acknowledges that these terms create a security interest in favour of Belantti for the purposes of the Personal Property Securities Act 2009 (Cth) (PPSA). The Buyer consents to Belantti registering its security interest on the PPSR and agrees to do all acts necessary to enable Belantti to perfect and enforce that security interest.
- 8.5. Authority to Register: The Buyer irrevocably authorises Belantti to register, amend, or discharge any financing statement or financing change statement on the PPSR in respect of any security interest created by these terms, and to do so without further notice to the Buyer.
- 8.6. Waiver of Notices: To the maximum extent permitted by law, the Buyer waives the right to receive any notice required under the PPSA, including (without limitation) notices under sections 95, 118, 121(4), 130, 132(3)(d), and 135 of the PPSA.
- 8.7. Waiver of Verification Statement: The Buyer waives the right to receive a verification statement in respect of any registration on the PPSR by Belantti.
- 8.8. No Objection to Enforcement: The Buyer must not object to, delay, or interfere with Belantti's enforcement of its security interest and must not make any claim for loss, damage, or compensation arising from Belantti's lawful exercise of its PPSA rights.
- 8.9. Inspection and Information Rights: The Buyer must, upon request by Belantti, promptly provide any information required by Belantti to:
- verify the accuracy of a PPSR registration;
 - enable Belantti to maintain, perfect, or enforce its security interest; or
 - comply with its obligations under the PPSA.
- 8.10. Priority and Subordination: The Buyer agrees that Belantti's security interest has priority over any other security interest in the Goods and must not grant or allow any competing security interest in the Goods without Belantti's prior written consent.

8.11. Buyer Obligations Not to Register: The Buyer agrees that Belantti's security interest has priority over any other security interest in the Goods and must not grant or allow any competing security interest in the Goods without Belantti's prior written consent.

8.12. Severability of PPSA Rights: Nothing in this Agreement limits Belantti's rights to:

- enforce its security interest;
- repossess Goods;
- recover proceeds; or
- exercise any other rights available under the PPSA or at law.

8.13. Survival: These PPSA provisions survive termination of this Agreement and remain effective until all monies owing by the Buyer to Belantti are paid in full and Belantti's security interest is discharged.

9. Security and Charges

9.1. As a consideration for Belantti agreeing to provide the Goods, the Buyer pledges all its rights, title, and interest (whether jointly or severally) in any land, realty, or other assets that can be charged, presently owned or owned in the future, to guarantee the fulfillment of the Buyer's obligations under these terms and conditions. This includes, but is not limited to, the payment of any monetary obligations.

9.2. The Buyer agrees to indemnify Belantti against all costs and expenses, including legal fees on a solicitor and client basis, incurred by Belantti in the enforcement of its rights under this contract.

10. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

10.1. Upon delivery, the Buyer must thoroughly inspect the Goods. If there is an alleged defect, damage, shortage in quantity, or a failure to comply with the description or quote, the Buyer must notify Belantti in writing within seven (7) days of delivery. Upon notification, the Buyer must allow Belantti to inspect the Goods. The Buyer also warrants that it will use its best efforts to assist Belantti in identifying the nature, cause, and extent of any defect.

10.2. To the extent permitted by law, the Buyer is solely responsible for determining the suitability of the Goods for their intended purpose and for ensuring that all installation, fixing, sealing, finishing, and maintenance of the Goods is carried out:

- a) in accordance with all applicable standards, codes, data sheets, manufacturer instructions, and laws; and
- b) by suitably qualified and experienced tradespersons.

For natural stone products, the Buyer must strictly comply with Belantti's Natural Stone Disclaimer.

10.3. Nothing in these Terms & Conditions excludes, restricts, or modifies any non-excludable consumer guarantees implied by the Competition and Consumer Act 2010 (Cth) or similar legislation (Non-Excluded Guarantees).

10.4. Except for the Non-Excluded Guarantees and any express written warranty provided by Belantti, all other warranties, representations, or conditions (whether express or implied) are excluded to the maximum extent permitted by law.

10.5. Where Belantti is liable for a breach of a Non-Excluded Guarantee or an express warranty, Belantti's liability is limited (at Belantti's option and to the extent permitted by law) to:

- a) replacement of the Goods; or
- b) reimbursement of the amount paid for the Goods, where replacement is not reasonably practicable

10.6. Any express warranty provided by Belantti applies only to manufacturing defects and does not extend to defects or damage caused by:

- a) incorrect installation, fixing materials, workmanship, or methods;

- b) substrate movement, cracking, moisture ingress, or structural failure;
- c) failure to follow data sheets, standards, or installation guidelines;
- d) environmental conditions, fair wear and tear, or misuse;
- e) variation in colour, shade, texture, or pattern inherent in natural products; or
- f) Goods being installed or altered prior to inspection.
- g) Goods installed by unlicensed or unqualified installer.

10.7. Once Goods are installed, affixed, or incorporated into land or a structure, they become fixtures and:

- a) are **not returnable**;
- b) are deemed accepted by the Buyer; and
- c) are excluded from any claim for replacement except as required by law.

10.8. Belantti shall not be liable to compensate the Buyer for any delay in either replacing Goods or assessing Buyer's claim.

10.9. Returns under the Cl.10 will only be accepted provided that:

- a) The Buyer has complied with Cl. 10.1; and
- b) Belantti has agreed that Goods are defective; and
- c) The Goods are returned within 7 days of notification pursuant to Cl.10.1; and
- d) The Goods are returned in as close a condition that in which they were delivered as it possible.