

ANNEXURE A

Supply & Installation Addendum — Custom Stainless Steel Fabrication

Forms part of, and is to be read with, the Industry Kitchens Quotation and the Industry Kitchens Terms and Conditions of Sale.

Reference number <i>Industry Kitchens Quotation or Invoice number</i>	
Customer <i>Legal entity name and ABN</i>	
Project / Site <i>Delivery and installation address</i>	
Primary site contact <i>Name, mobile and email. Must be contactable on the day of delivery and installation</i>	
Secondary contact <i>Name, mobile and email</i>	
Site access restrictions <i>Any restriction on delivery or installation outside 8:00am to 6:00pm, Monday to Friday. Include dock booking windows, lift bookings, induction, permit or escort requirements, noise limits and any required night or weekend work. See clause 7.4</i>	

These fields may be completed electronically where this Annexure is issued for electronic signature.

Custom fabricated stainless steel is made to order to your project's dimensions and cannot be returned to stock or resold. The commercial terms for these items therefore differ from Industry Kitchens' standard catalogue supply. This Annexure sets out those differences. Please read it before accepting the Quotation.

1. Application and precedence

- 1.1 This Annexure applies only to the custom fabricated stainless steel items identified on the Quotation (the "Fabricated Goods"), and to any associated delivery, installation and site services quoted with them.
- 1.2 The Fabricated Goods are manufactured for Industry Kitchens by a specialist fabrication partner (the "Fabricator"). Industry Kitchens remains the Customer's sole contracting party. The Customer has no direct contractual relationship with the Fabricator and must direct all communications, claims and site coordination to Industry Kitchens.
- 1.3 This Annexure is supplemental to the Industry Kitchens Terms and Conditions of Sale. Where there is an inconsistency, this Annexure prevails in respect of the Fabricated Goods only. All other items on the Quotation continue to be supplied on the Industry Kitchens Terms and Conditions of Sale without variation.
- 1.4 These terms cannot be varied or replaced by the Customer's own purchase order terms, subcontract conditions or head contract conditions unless Industry Kitchens agrees to that variation in writing signed by an authorised representative.

2. Quotation validity and pricing

- 2.1 The Quotation is valid for fourteen (14) days from its date unless stated otherwise on it, is valid only in writing, and may be withdrawn at any time before acceptance. Prices quoted apply to this Quotation only and do not establish a price for any future supply.
- 2.2 The Quotation is prepared on the drawings, dimensions, specifications and site information supplied to Industry Kitchens at the time of quoting. It assumes those inputs are accurate and complete.

- 2.3 Where the Quotation has been prepared without a physical site measure, Industry Kitchens may, following a site measure or site survey, adjust the price to reflect the actual site conditions and the Customer must pay the adjusted price. Industry Kitchens will notify any such adjustment in writing before manufacture commences, and the Customer may withdraw within two (2) Business Days of that notice without penalty other than costs already properly incurred.
- 2.4 Unless stated otherwise on the Quotation, prices are in Australian dollars and include GST. Prices exclude delivery, craneage, hoisting, out-of-hours access, traffic management, site works and any statutory or authority fees, unless expressly itemised on the Quotation.

3. Drawings, measurements and approval

- 3.1 Where shop drawings are produced, manufacture will not commence until the Customer has approved those drawings in writing. Approval is the Customer's confirmation that the dimensions, configuration, penetrations, service locations and finishes shown are correct for the site.
- 3.2 Where the Customer, its architect, builder or consultant supplies dimensions, the Customer is responsible for their accuracy. Industry Kitchens is not responsible for a dimensional discrepancy arising from Customer-supplied information, and rectification of any such discrepancy is a chargeable variation.
- 3.3 Changes requested after drawing approval will be treated as a variation under clause 4 and may affect both price and lead time.
- 3.4 Industry Kitchens and the Fabricator retain copyright in all drawings prepared for the Fabricated Goods. The Customer warrants that any specification, design or drawing it supplies does not infringe the rights of any third party, and indemnifies Industry Kitchens against any claim that it does.

4. Variations, cancellation and non-refundable deposit

- 4.1 A non-refundable deposit, as stated on the Quotation, is payable before manufacture, works or services commence. The deposit secures the production slot and covers materials procurement and engineering time.
- 4.2 Any request to modify, vary or alter an accepted order must be in writing. Industry Kitchens may accept or decline it at its discretion and may charge the Customer for all costs associated with the modification.
- 4.3 The Customer acknowledges that the Fabricated Goods are made to order and have no resale value once manufacture has commenced. Any request to cancel an accepted order must be in writing. If Industry Kitchens agrees to a cancellation, the Customer must pay:
 - 4.3.1 all costs incurred for work performed and materials procured up to the date of cancellation;
 - 4.3.2 any restocking or cancellation charge levied by the Fabricator or a supplier; and
 - 4.3.3 an administration fee for processing the cancellation.
- 4.4 The deposit is applied against the amounts payable under clause 4.3 and is not otherwise refundable.

5. Payment

- 5.1 Payment terms are as stated on the Quotation. Time for payment is of the essence.
- 5.2 Customers without an approved Industry Kitchens trading account must pay in full before the Fabricated Goods are dispatched.
- 5.3 The Customer must not withhold, set off or deduct any amount payable on account of any claim against Industry Kitchens, whether admitted or disputed. Disputed amounts are dealt with under clause 12.
- 5.4 Payment by American Express or Diners Club is not accepted. A handling charge applies to Visa and MasterCard payments.
- 5.5 If the Customer defaults in payment, all amounts owing on any account become immediately due and payable and Industry Kitchens may charge interest and recovery costs, and suspend further supply, in accordance with its Terms and Conditions of Sale.

6. Lead times, delivery and risk

- 6.1 Lead times and dispatch dates are estimates given in good faith for planning purposes only. They are not contractual dates and are subject to change.
- 6.2 The Customer must nominate a delivery date and a point of delivery that will be attended during ordinary working hours by the site contact named on page 1. The Customer is responsible for unloading, secure on-site storage and protection of the Fabricated Goods from the point of delivery.
- 6.3 Industry Kitchens may deliver in parts and invoice for the parts delivered.
- 6.4 Risk in the Fabricated Goods passes to the Customer on the earlier of the Customer taking possession and the goods being made available for unloading. Legal and equitable title remains with Industry Kitchens until payment in full has been received, and the Customer consents to registration of that interest on the Personal Property Securities Register.
- 6.5 Where the Customer is unable to accept delivery on the nominated date, the Fabricated Goods are deemed delivered when made available for unloading and any resulting storage, re-delivery or standby costs are payable by the Customer.
- 6.6 **Subject to clause 13 and to the Australian Consumer Law, Industry Kitchens is not liable for loss arising from delay in delivery, and the Customer must accept and pay for the Fabricated Goods notwithstanding late delivery.**

7. Site readiness and installation

Where installation is included on the Quotation, the price is based on the assumptions in clause 7.1. If those assumptions are not met, additional charges apply under clause 7.3.

- 7.1 The Quotation for installation assumes that:
 - 7.1.1 the structure, walls, floors, doors, electrical wiring, hydraulic and gas connections and any other fixed services have been correctly designed and located for the Fabricated Goods and require no alteration, modification or addition;
 - 7.1.2 the premises are complete, clean, dry and ready for the Fabricated Goods to be installed on the agreed date;
 - 7.1.3 full, safe and unobstructed access to the installation area is available, together with lift or hoist access where required, and free of charge use of power, water, lighting and amenities;
 - 7.1.4 delivery and installation are performed during ordinary working hours, being 8:00am to 6:00pm Monday to Friday excluding Victorian public holidays; and
 - 7.1.5 no other trade is occupying or working in the installation area during the installation period.
- 7.2 Installation may be performed by Industry Kitchens, the Fabricator, or their employees, agents or subcontractors.
- 7.3 Where installation cannot be performed, or is delayed or extended, because the premises are not ready, accessible or suitable, or because of the conduct of the Customer or a third party, Industry Kitchens may charge for standby time, return-to-site visits, re-mobilisation, storage and any resulting rescheduling costs.
- 7.4 **The Customer must disclose all site access restrictions in the table on page 1 of this Annexure before the order is accepted. This includes any requirement to deliver or install outside 8:00am to 6:00pm Monday to Friday, loading dock booking windows, lift or hoist bookings, site induction requirements, permits, escorts, noise restrictions and any trading-hours limitation imposed by a landlord, body corporate or centre management.**
- 7.5 **Where a restriction is not disclosed before the order is accepted, delivery and installation charges may be varied to reflect the actual access conditions, including out-of-hours labour rates, additional site visits and waiting time. Industry Kitchens will notify any such variation in writing before the work is performed.**
- 7.6 The Customer is to provide a waste bin on site. Industry Kitchens will, where practicable, remove packaging material and place it in that bin. Protective film and coatings on the Fabricated Goods are to be removed by the Customer once all site works are complete; Industry Kitchens is not responsible for adhesive residue or discolouration caused by protective film left in place beyond the manufacturer's recommended period.

- 7.7** Sealing, silicone work and final connection of services are excluded unless expressly itemised on the Quotation. Final connection of electrical, gas, water and waste services must be carried out by the Customer's licensed trades.
- 7.8** The Customer must ensure the site is compliant with all applicable work health and safety obligations for the duration of the installation and must provide site induction where required.

8. Inspection, defects and claims

- 8.1** The Customer must inspect the Fabricated Goods immediately on delivery or on completion of installation.
- 8.2** The Customer must notify Industry Kitchens in writing:
- 8.2.1** within two (2) Business Days of delivery, of any claim that the Fabricated Goods do not accord with those ordered, or are damaged or defective on delivery; and
 - 8.2.2** within two (2) Business Days of receiving an invoice, of any dispute regarding that invoice.
- 8.3** **The short notification period in clause 8.2 exists because Industry Kitchens must pass transit and manufacturing claims upstream to the Fabricator within the same period. A notification given outside that period may not be recoverable and Industry Kitchens may be unable to accept the claim.**
- 8.4** Clause 8.2 does not limit any right the Customer has in respect of a defect that was not reasonably apparent on inspection, or any right the Customer has under the Australian Consumer Law. Latent defects are dealt with under clause 9.
- 8.5** Photographic evidence taken at the point of delivery must accompany any claim for transit damage. The Fabricated Goods must not be installed, modified or put into service if a claim is being made that they do not accord with the order.
- 8.6** Industry Kitchens is not obliged to accept the return of any Fabricated Goods where the Customer has not notified a claim in accordance with clause 8.2.

9. Defects and remedies

- 9.1** **Industry Kitchens does not give any express warranty in respect of the Fabricated Goods in addition to the rights and remedies the Customer has under the Australian Consumer Law and under clause 10 of this Annexure. The Fabricated Goods are supplied on the same terms on which they are manufactured and supplied to Industry Kitchens by the Fabricator.**
- 9.2** Nothing in clause 9.1 limits any right the Customer has against the manufacturer of the Fabricated Goods under Part 3-5 of the Australian Consumer Law. On request, Industry Kitchens will identify the Fabricator and provide its contact details.
- 9.3** Where the Customer notifies a defect in accordance with clause 8, Industry Kitchens will pass that claim to the Fabricator and will use reasonable endeavours to have it assessed and, where accepted, rectified. Industry Kitchens will keep the Customer informed of the outcome.
- 9.4** The following are not defects in the Fabricated Goods and any attendance in respect of them is chargeable:
- 9.4.1** fair wear and tear, and surface marking, scratching or denting occurring after risk has passed;
 - 9.4.2** corrosion, pitting or staining caused by chlorides, harsh or abrasive cleaning agents, incorrect cleaning method, standing water, or contact with dissimilar metals or carbon steel swarf;
 - 9.4.3** damage caused by misuse, overloading, unauthorised modification, or repair or alteration by a person other than one nominated by Industry Kitchens;
 - 9.4.4** any component supplied or fitted by the Customer or a third party; and
 - 9.4.5** a condition arising from the Customer's own design, dimensions or specification, or from installation by a party other than Industry Kitchens or the Fabricator.
- 9.5** Attendance is provided during ordinary working hours. Out-of-hours attendance requested by the Customer is chargeable.
- 9.6** Where a third party service call out is arranged at the Customer's request, the Customer must pay the cost of that call out plus an administration fee of 10% of that cost, unless the call out is determined to arise from a failure for which Industry Kitchens is liable under clause 10.

10. Australian Consumer Law

- 10.1** Nothing in this Annexure excludes, restricts or modifies any consumer guarantee, condition, warranty, right or remedy conferred by the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted or modified.
- 10.2** The Fabricated Goods are supplied for use wholly or mainly for business purposes and are ordinarily acquired for commercial use.
- 10.3** Where the Australian Consumer Law applies to the supply, the Customer is entitled to the consumer guarantees it confers — including that the Fabricated Goods are of acceptable quality, fit for any disclosed purpose, and match their description and any sample or demonstration model — and to a remedy for a failure to comply with those guarantees. Those guarantees apply regardless of clause 9.1 and are not limited by time.
- 10.4** To the extent permitted by law, and other than in respect of a guarantee that cannot be excluded, Industry Kitchens' liability for a breach of any term or warranty is limited, at Industry Kitchens' option, to:
- 10.4.1 the repair or replacement of the Fabricated Goods;
 - 10.4.2 the cost of repair or replacement of the Fabricated Goods; or
 - 10.4.3 the supply of equivalent goods.

11. Liability and indemnity

- 11.1** **To the extent permitted by law, Industry Kitchens is not liable for consequential or indirect loss arising out of or in connection with the supply of the Fabricated Goods, including loss of profit, loss of goodwill, failure to realise expected profits or savings, loss of production or trade, or liquidated damages or delay costs payable by the Customer under any other agreement.**
- 11.2** The Customer acknowledges that it has made its own enquiries and satisfied itself as to the suitability of the Fabricated Goods for its intended purpose, other than in respect of any purpose expressly made known to Industry Kitchens in writing and confirmed by Industry Kitchens in writing.
- 11.3** The Customer must not make any representation about the Fabricated Goods, Industry Kitchens or the Fabricator to any third party without Industry Kitchens' prior written consent.
- 11.4** Industry Kitchens and its installation personnel hold current public liability insurance. A certificate of currency is available on request.

12. Disputes

- 12.1** Before commencing proceedings, other than for urgent interlocutory relief, the parties will use good faith efforts to resolve any dispute within 14 days of written notice of that dispute.
- 12.2** This clause does not apply to a dispute concerning the Customer's payment obligations, and does not limit clause 5.3.

13. Force majeure

- 13.1** If Industry Kitchens or the Fabricator is prevented from delivering the Fabricated Goods or performing an obligation by a cause beyond its reasonable control — including act of God, war, strike, industrial dispute, government action, fire, flood, storm, pandemic, or delay in obtaining transport, labour or materials — Industry Kitchens may extend the time for delivery or performance by a reasonable period, or rescind the contract.
- 13.2** On rescission under clause 13.1, the Customer must pay for all goods delivered and services performed to the date of rescission, together with expenses properly incurred, without set-off or deduction.

14. General

- 14.1** This Annexure, the Quotation, the Customer's order, Industry Kitchens' written order confirmation and the Industry Kitchens Terms and Conditions of Sale constitute the entire agreement between the parties in respect of the Fabricated Goods, subject to any mandatory law.

- 14.2** The Customer must not assign its rights or obligations without Industry Kitchens' prior written approval.
- 14.3** Where there is more than one Customer, the Customers are jointly and severally liable.
- 14.4** If any provision is void, illegal or unenforceable, it may be severed without affecting the enforceability of the remaining provisions.
- 14.5** This Annexure is governed by the laws of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- 14.6** The version of this Annexure issued with the Quotation applies to that order. The version is identified in the footer of each page. Industry Kitchens may issue a revised version, which applies only to Quotations issued after that revision.
- 14.7** The Customer may accept this Annexure electronically, using the method notified by Industry Kitchens. An electronic acceptance recording the Customer's name, position and email address has the same effect as a handwritten signature, and the parties consent to the use of electronic communications and electronic signatures for that purpose under the Electronic Transactions (Victoria) Act 2000.
-

Acceptance

By accepting below, or by issuing a purchase order or paying a deposit against the Quotation, the Customer acknowledges that it has read, understood and accepts this Annexure A in addition to the Industry Kitchens Terms and Conditions of Sale. An order is accepted when Industry Kitchens issues a written order confirmation.

Option 1 — Electronic signature (preferred)

Industry Kitchens will email a signature request for this Annexure. Complete the fields on page 1, sign electronically, and a signed copy is returned to both parties with a record of when it was signed. No account or software is required.

Option 2 — Sign and return this page

Signed for and on behalf of the Customer	Industry Kitchens use only
Name:	Accepted by:
Position:	Position:
Signature:	Signature:
Date:	Date:

Keenan Group Pty Ltd (ABN 33 669 144 629) trading as Industry Kitchens. National dealer with warehouses across Australia. Head office and demonstration kitchen, Melbourne.