

**KOPPERS WOOD PRODUCTS PTY LTD
TERMS AND CONDITIONS OF SALE OF GOODS**

1. **Essential Terms and Conditions of sale of Goods.** These terms and conditions of sale shall form part of every sale of Goods by Koppers and by accepting delivery of any Goods the Purchaser acknowledges that the Goods are purchased subject to these terms and conditions.
2. **Interpretation.** In these terms and conditions:
 - (a) "Australian Consumer Law" means Schedule 2 to the Competition and Consumer Act 2010 (Cth).
 - (b) "Corporations Act" means the Corporations Act 2001 (Cth).
 - (c) "Goods" means all goods ordered from and supplied by Koppers whether or not included in any invoice which incorporates these terms and conditions.
 - (d) "Koppers" means Koppers Wood Products Pty Ltd and any company related to Koppers within the meaning of the Corporations Act and any agent of Koppers and the successors and assigns of Koppers.
 - (e) "Insolvency Event" means with respect to the Purchaser any of the following events:
 - (i) the Purchaser is (or states that it is) insolvent (as defined in the Corporations Act);
 - (ii) the Purchaser has a Controller (as defined in the Corporations Act) appointed to any part of its property;
 - (iii) the Purchaser is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration or wound up or has had a receiver (as defined in the Corporations Act) appointed to any part of its property;
 - (iv) the Purchaser is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (other than to carry out a reconstruction or amalgamation while solvent on terms approved by Koppers);
 - (v) the Purchaser has an administrator (as defined in the Corporations Act) appointed;
 - (vi) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that Party, which is preparatory to or could result in any of the circumstances detailed in any of paragraphs (i) to (v) above;
 - (vii) the Purchaser is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand;
 - (viii) the Purchaser is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which Koppers reasonably deduces it is so subject); or
 - (ix) the Purchaser is otherwise unable to pay its debts when they fall due; or
 - (x) something having a substantially similar effect to any of the circumstances detailed in any of paragraph (i) to (ix) above happens in connection with that person under the law of any jurisdiction.
 - (f) "Item" refers to a numbered paragraph in the Credit Application completed by the Purchaser.
 - (g) "Losses" means any or all of the following as appropriate in the context: loss, damages, injury, liability, compensation or costs, expenses or charges incurred, including legal costs on an indemnity basis;
 - (h) "PPSA" means the Personal Property Securities Act 2009 (Cth);
 - (i) "Purchase Price" means the price of Goods set out in the invoice forwarded by Koppers to the Purchaser or where not so applicable the price shown in Koppers' current price list or Koppers' normal selling price in respect of goods as notified by Koppers to purchasers from time to time and where relevant, includes freight and/or delivery charges or any hiring charges appearing on any invoice or statement of account.
 - (j) "Purchaser" means a person, firm, or corporation who has ordered the Supply of Goods from Koppers and shall include a person that has applied for credit for the purchase of Goods.
 - (k) "Sub-purchaser" means any person to whom the Purchaser may resell or resupply the Goods purchased from Koppers.
 - (l) "Supply" includes sale and vice versa.
 - (m) The singular number includes the plural and vice versa; the masculine gender includes the other genders and words denoting persons include corporations, unless the context otherwise requires.
3. **Title.** In this clause financing statement, financing change statement, incidental item, security agreement, and security interest has the meaning given to it by the PPSA.
 - (a) Upon assenting to these terms and conditions by placing an order for Goods with Koppers the Purchaser acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Incidental Items that have previously been supplied and that will be supplied in the future by Koppers to the Purchaser.
 - (b) The security interest being created is in the form of a Purchase Money Security Interest for the Goods, and for the Goods at the premises of the Purchaser.
 - (c) The Purchaser undertakes to:
 - (i) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Koppers may reasonably require to;
 1. register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 2. register any other document required to be registered by the PPSA; or
 3. correct a defect in a statement referred to in clause 3(c)i1 or 3(c)i2;
 - (ii) indemnify, and upon demand reimburse, Koppers for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Incidental Items charged thereby;
 - (iii) not register a financing change statement in respect of a security interest without the prior written consent of Koppers;
 - (iv) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Incidental Items in favour of a third party without the prior written consent of Koppers.
 - (d) Koppers and the Purchaser agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
 - (e) The Parties agree that they have not and do not contract out of anything and the provisions of sections 117, 118, 132(4) and 143 of the PPSA shall apply.
 - (f) The Purchaser waives its, his, hers or their rights (as the case maybe) to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
 - (g) The Purchaser waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
 - (h) Unless otherwise agreed to in writing by Koppers, the Purchaser waives their right to receive a verification statement in accordance with section 157 of the PPSA.
 - (i) The Purchaser hereby consents and appoints Koppers to be an interested person and the authorized representative of the Purchaser for the purposes of section 275(9) of the PPSA.
 - (j) The parties acknowledge and agree that to the extent permitted by law:

title to and ownership of the Goods does not and will not pass to the Purchaser but remains and will remain with Koppers until payment in full of the Purchase Price is received by from the Purchaser and:

 1. the Goods which have not been paid for are held by the Purchaser as fiduciary agent and bailee;
 2. the Purchaser must keep adequate records in relation to the proceeds of sale of any Goods which have been sold and which have not been paid for; and
 3. if any Goods are used in a manufacturing process or mixed with other materials such that they are no longer separately identifiable then the Purchaser acknowledges and agrees that the Incidental Items so produced sale for the purposes of the PPSA constitute a security agreement and creates a security interest in all those Incidental Items.

- (i) If the Purchaser does not pay for any Goods by the due date specified or if an Insolvency Event occurs in relation to the Purchaser and provided Koppers complies with the Purchaser's reasonable directions and/or policies in relation to health and safety, Koppers is irrevocably authorised by the Purchaser to enter the Purchaser's premises (or any premises under the control of the Purchaser, if the Goods are stored at such premises) but at Koppers' sole risk and use reasonable force to take possession of the Goods and all Incidental Items without liability for the torts of trespass, to the Purchaser whatsoever.
 - (ii) Risk in Goods passes and will pass to the Purchaser upon delivery of the Goods by and on behalf of Koppers to the Purchaser.
- (k) The Purchaser must unconditionally ratify any actions taken by Koppers under clauses 3(b) to 3(j).
 - (l) Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
4. **Acceptance of Order.** Koppers reserves the right to accept any order for Supply of Goods in whole or in part or to decline any order. Where the Goods delivered are part only of an order, these terms and conditions shall apply to the Goods so delivered.
 5. **Exclusion of Warranties.** All conditions and warranties on the part of Koppers implied by law in relation to any Goods supplied or to be supplied by it are excluded to the maximum extent permitted by law and the provisions contained in these terms and conditions shall constitute the whole of the rights and obligations of Koppers. To the extent permitted by law Koppers liability for a breach of a statutory guarantee under the Australian Consumer Law, or any contractual condition or warranty shall be limited to the replacement of the Goods concerned, the Supply of equivalent Goods or the repair of the Goods whichever is determined by Koppers and all liability of Koppers for damages consequential or otherwise is excluded to the extent permitted by law.
 6. **Claims for Goods.** The Purchaser shall inspect the Goods immediately upon delivery and no claims will be recognised unless made in writing and received by Koppers within fourteen (14) days of delivery of the Goods or Supply of the services to the Purchaser.
 7. **Non-Cancellation of Orders.** An order for Goods submitted by the Purchaser and accepted by Koppers shall not be subject to cancellation, and in the event that the Purchaser shall attempt to cancel or shall refuse to accept delivery, Koppers shall be entitled upon a tender of the Goods in addition to all other remedies afforded to Koppers to recover the full Purchase Price from the Purchaser.
 8. **Recovery from Sub-purchaser.** To the extent permitted by law the Purchaser authorises Koppers to recover any proceeds of sale to any Sub-purchaser and to exercise any rights of the Purchaser against the Sub-purchaser and to apply any monies recovered in or towards satisfaction of any monies owing by the Purchaser and the Purchaser hereby irrevocably appoints Koppers and its authorised executive officers and attorneys to exercise the rights and powers of Koppers hereunder.
 9. **Default**
 - (a) **Interest on Overdue Money.** The Purchaser shall pay to Koppers interest at the rate of 2% above the Commonwealth Bank's indicator rate from time to time on all monies not paid by the Purchaser to Koppers on a due date and such interest shall be calculated on daily rates from the due date for payment.
 - (b) The Purchaser and any Guarantor hereby charges all its right title and interest in any land which the Purchaser or Guarantor has now or in the future to better secure the payment of all monies owing to Koppers and will if requested, execute a mortgage or other instrument of security or consent to a caveat, as required, and if the Purchaser or Guarantor fails to do so within a reasonable time of being so requested, they hereby irrevocably and by way of security, appoint any officer of Koppers to execute and register such instruments.
 - (c) Without prejudice to any other rights available to Koppers, Purchaser is liable for any legal or other collection costs on overdue accounts.
 10. **Exclusion of Liability.** Koppers makes no representations to the Purchaser concerning the condition or suitability of the Goods supplied or the quality of the Goods (including whether it is of acceptable quality), reliability of Supply, delivery pressure, fitness for purpose or safety and the Purchaser relies on its own inquiries, skill and judgement concerning these matters. Koppers shall not be under any liability whatsoever for any Losses including but not limited to loss of profits and consequential loss or any damage to persons or property or death or injury caused by an act or omission whether negligent or not of Koppers its servants or agent or any other person in any way related to or arising out of any service or Supply of Goods.
 11. **Waiver.** Koppers may from time to time waive any one or more of these conditions. Such waiver will not affect these conditions other than for the particular transaction in which such waiver is given. These conditions will continue to operate as if such waiver had not been given.
 12. **Information and Privacy.** To the maximum extent permissible by law the Purchaser waives all rights under the Privacy Act 1988 and consents to the collection, storage and provision of information by Koppers to third parties. Such information may be used in respect to Koppers Supply of the Goods to and for Koppers own statistical or marketing purposes, among other uses. Further, the Purchaser expressly consents to Koppers using any personal information or any other information Koppers holds relating to the Purchaser for the purposes of investigating the creditworthiness of the Purchaser. The Purchaser also acknowledges and consents to Koppers sharing this information with its parent corporation and storing such information overseas.
 13. **Governing Law.** These terms and conditions shall be interpreted, construed and governed by the laws of the State of New South Wales, Australia. The headings set forth herein are provided for convenience only and will not affect the construction or interpretation of these terms and conditions.
 14. **Complete Agreement.** These terms and conditions referred to herein supersede all prior understandings, transactions, and communications, whether oral or written, with respect to the matters referred to herein and form the complete contract between Koppers and Purchaser. No modification, alteration, or amendment of these terms and conditions contained in any Order shall be binding upon Koppers unless accepted in writing and signed by Koppers' authorized representative. Whether construed as an offer, acceptance or confirmation, these terms and conditions of sale shall prevail over all conditions of the Purchaser's order and include all documents and exhibits attached hereto and all other terms incorporated by reference herein. Nothing in a purchase order from Purchaser shall affect or change these terms and conditions as being the final, complete and exclusive statement of this contract.