

# Price List

## February 2023

**:hager**























Cat. ref.	ex GST	inc GST	Cat. ref.	ex GST	inc GST	Cat. ref.	ex GST	inc GST	Cat. ref.	ex GST	inc GST
<b>W</b>											
WBSP2XS-MW	\$64.92	\$71.41	WBSV1-CG	\$20.69	\$22.76	WBWSH2-BK	\$46.57	\$51.23			
WBSP3	\$8.86	\$9.75	WBSV1-SS	\$19.98	\$21.98	WBWSH3	\$64.39	\$70.83			
WBSP3-BK	\$8.86	\$9.75	WBSV1-TG	\$20.49	\$22.54	WBWSH3-BK	\$67.51	\$74.27			
WBSP3-CG	\$15.81	\$17.39	WBSV2	\$19.20	\$21.12	WBWSH3LFH	\$68.46	\$75.30			
WBSP3-SS	\$15.42	\$16.96	WBSV2-BK	\$20.65	\$22.72	WBWSH3LFH-BK	\$72.48	\$79.73			
WBSP3-TG	\$15.81	\$17.39	WBSV2-CG	\$28.10	\$30.91	WBWSH4	\$78.78	\$86.66			
WBSP4	\$14.14	\$15.55	WBSV2-SS	\$27.42	\$30.16	WBWSH4-BK	\$82.61	\$90.87			
WBSP4-BK	\$14.14	\$15.55	WBSV2-TG	\$28.10	\$30.91	WBWSH4LFHH	\$84.44	\$92.88			
WBSP4-CG	\$21.25	\$23.37	WBSV3	\$32.15	\$35.37	WBWSH4LFHH-BK	\$88.54	\$97.39			
WBSP4-SS	\$20.73	\$22.80	WBSV3-BK	\$37.49	\$41.24	WBWSV1	\$32.90	\$36.19			
WBSP4-TG	\$21.25	\$23.37	WBSV3-CG	\$45.82	\$50.40	WBWSV1-BK	\$34.50	\$37.95			
WBSP5	\$15.74	\$17.31	WBSV3-SS	\$44.70	\$49.17	WBWSV1-CG	\$43.10	\$47.40			
WBSP5-BK	\$15.74	\$17.31	WBSV3-TG	\$45.82	\$50.40	WBWSV1-TG	\$42.68	\$46.95			
WBSP5-CG	\$23.03	\$25.33	WBSV4	\$52.50	\$57.75	WBWSV2	\$44.42	\$48.86			
WBSP5-SS	\$22.47	\$24.72	WBSV4-BK	\$54.70	\$60.17	WBWSV2-BK	\$46.57	\$51.23			
WBSP5-TG	\$23.25	\$25.58	WBSV4-CG	\$64.41	\$70.85	WBWSV2-CG	\$55.96	\$61.56			
WBSP6	\$15.74	\$17.31	WBSV4-SS	\$62.23	\$68.45	WBWSV2-TG	\$55.42	\$60.97			
WBSP6-BK	\$15.89	\$17.48	WBSV4-TG	\$64.41	\$70.85	WBWSV3	\$64.39	\$70.83			
WBSP6-CG	\$23.25	\$25.58	WBSV5	\$72.87	\$80.16	WBWSV3-BK	\$67.51	\$74.27			
WBSP6-SS	\$22.47	\$24.72	WBSV5-BK	\$75.72	\$83.29	WBWSV3-CG	\$77.28	\$85.01			
WBSP6-TG	\$23.25	\$25.58	WBSV5-CG	\$86.80	\$95.48	WBWSV3LFH	\$68.46	\$75.30			
WBSPA1	\$7.57	\$8.33	WBSV5-TG	\$86.80	\$95.48	WBWSV3LFH-BK	\$71.78	\$78.96			
WBSPA2	\$8.28	\$9.11	WBSV6	\$84.81	\$93.29	WBWSV3LFH-CG	\$82.22	\$90.44			
WBSPB	\$8.51	\$9.36	WBSV6-BK	\$88.25	\$97.07	WBWSV3LFH-TG	\$82.22	\$90.44			
WBSPB-BK	\$8.51	\$9.36	WBSV6-CG	\$99.92	\$109.91	WBWSV3-TG	\$78.04	\$85.84			
WBSSSEA2	\$9.36	\$10.29	WBSV6-SS	\$96.53	\$106.18	WBWSV4	\$78.78	\$86.66			
WBSSP1	\$8.89	\$9.78	WBSV6-TG	\$98.96	\$108.85	WBWSV4-BK	\$82.61	\$90.87			
WBSSP1-MB	\$9.82	\$10.80	WBSVCP1-AL	\$11.63	\$12.80	WBWSV4-CG	\$94.03	\$103.43			
WBSSP1-MW	\$9.82	\$10.80	WBSVCP1-MB	\$7.56	\$8.32	WBWSV4LFHH	\$68.46	\$75.30			
WBSSP2	\$9.60	\$10.55	WBSVCP1-SS	\$12.94	\$14.23	WBWSV4LFHH-BK	\$88.54	\$97.39			
WBSSP2-MB	\$10.62	\$11.68	WBTS1	\$152.93	\$168.23	WBWSV4LFHH-CG	\$99.72	\$109.69			
WBSSP2-MW	\$10.62	\$11.68	WBTS1-BK	\$152.93	\$168.23	WBWSV4LFHH-TG	\$100.21	\$110.23			
WBSSP3	\$9.60	\$10.55	WBTS1-CG	\$168.65	\$185.52	WBWSV4-TG	\$93.12	\$102.43			
WBSSP3-MB	\$10.62	\$11.68	WBTS1N	\$162.68	\$178.95	WS051	\$157.93	\$173.73			
WBSSP3-MW	\$10.62	\$11.68	WBTS1N-BK	\$162.68	\$178.95	WS110	\$59.62	\$65.58			
WBSSP4	\$15.31	\$16.84	WBTS1N-CG	\$177.54	\$195.29	WS263	\$47.98	\$52.78			
WBSSP4-MB	\$16.94	\$18.63	WBTS1N-TG	\$195.95	\$215.55	WS311	\$222.23	\$244.46			
WBSSP4-MW	\$16.94	\$18.63	WBTS1-TG	\$177.51	\$195.27	WS603	\$115.50	\$127.06			
WBSSP5	\$17.07	\$18.78	WBTS2	\$162.62	\$178.89	WUT08	\$517.03	\$568.73			
WBSSP5-MB	\$18.87	\$20.76	WBTS2-BK	\$162.62	\$178.89	WUT09	\$598.98	\$658.88			
WBSSP5-MW	\$18.87	\$20.76	WBTS2-CG	\$178.13	\$195.94	WXF051	\$157.94	\$173.73			
WBSSP6	\$17.07	\$18.78	WBTS2N	\$172.60	\$189.86	WXF054	\$145.22	\$159.74			
WBSSP6-MB	\$18.87	\$20.76	WBTS2N-BK	\$172.60	\$189.86	WYA780	\$23.53	\$25.89			
WBSSP6-MW	\$18.87	\$20.76	WBTS2N-CG	\$196.49	\$216.14	WYA787	\$23.53	\$25.89			
WBSSPB	\$8.80	\$9.69	WBTS2N-TG	\$208.50	\$229.35						
WBSSV1	\$13.90	\$15.29	WBTS2-TG	\$187.65	\$206.42						
WBSSV1-MB	\$15.38	\$16.92	WBTS4	\$198.18	\$218.00						
WBSSV1-MW	\$15.38	\$16.92	WBTS4-BK	\$207.73	\$228.50						
WBSSV2	\$22.01	\$24.22	WBTS4-CG	\$219.03	\$240.94						
WBSSV2-MB	\$24.34	\$26.78	WBTS4N	\$214.76	\$236.23						
WBSSV2-MW	\$24.34	\$26.78	WBTS4N-BK	\$225.10	\$247.61						
WBSSV3	\$34.85	\$38.33	WBTS4N-CG	\$238.34	\$262.18						
WBSSV3-MB	\$38.89	\$42.78	WBTS4N-TG	\$238.34	\$262.18						
WBSSV3-MW	\$38.89	\$42.78	WBTS4-TG	\$230.66	\$253.73						
WBSSV4	\$46.83	\$51.51	WBTS6	\$332.58	\$365.84						
WBSSV4-MB	\$52.23	\$57.45	WBTS6-BK	\$332.58	\$365.84						
WBSSV4-MW	\$52.23	\$57.45	WBTS6-CG	\$349.19	\$384.11						
WBSSV5	\$64.59	\$71.05	WBTS6N	\$333.74	\$367.11						
WBSSV5-MB	\$72.07	\$79.27	WBTS6N-BK	\$333.74	\$367.11						
WBSSV5-MW	\$72.07	\$79.27	WBTS6N-CG	\$372.85	\$410.13						
WBSSV6	\$76.91	\$84.60	WBTS6N-TG	\$390.81	\$429.89						
WBSSV6-MB	\$85.80	\$94.38	WBTS6-TG	\$367.64	\$404.40						
WBSSV6-MW	\$85.80	\$94.38	WBTV75	\$12.22	\$13.44						
WBSTS1N	\$162.66	\$178.93	WBTV75PY	\$14.14	\$15.55						
WBSTS1N-MB	\$168.19	\$185.01	WBWP115S	\$62.95	\$69.24						
WBSTS1N-MW	\$168.19	\$185.01	WBWP115S-W	\$62.95	\$69.24						
WBSTS2N	\$172.44	\$189.69	WBWP1S	\$53.22	\$58.55						
WBSTS2N-MB	\$180.65	\$198.72	WBWP1S-W	\$53.22	\$58.55						
WBSTS2N-MW	\$180.66	\$198.72	WBWP2S	\$65.56	\$72.12						
WBSTS4N	\$213.50	\$234.85	WBWP2SH	\$64.82	\$71.30						
WBSTS4N-MB	\$229.24	\$252.17	WBWP2SH-W	\$64.82	\$71.30						
WBSTS4N-MW	\$229.24	\$252.17	WBWP2S-W	\$65.56	\$72.12						
WBSTS6N	\$329.13	\$362.05	WBWS116	\$46.66	\$51.32						
WBSTS6N-MB	\$347.60	\$382.36	WBWS216	\$57.72	\$63.49						
WBSTS6N-MW	\$347.60	\$382.36	WBWSH1	\$32.90	\$36.19						
WBSV1	\$12.72	\$13.99	WBWSH1-BK	\$34.50	\$37.95						
WBSV1-BK	\$13.69	\$15.06	WBWSH2	\$44.42	\$48.86						

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[NB: for use in sales of wholesalers only]

## 1. DEFINITIONS

In these Standard Conditions:

- "Company" means Hager Electro Pty Ltd ABN 84 061 639 576; and
- "Buyer" means the entity purchasing the Goods; and
- "Goods" means the products and/or services the subject of the contract between the Company and the Buyer.
- "Hager Electro Delivery Area" means those metropolitan areas and other geographical areas listed on the Website as the Hager Electro Delivery Areas at the date of despatch of the Goods.
- "Website" means www.hagerelectro.com.au

## 2. GENERAL

These Standard Conditions will be deemed incorporated in any order placed by the Buyer and any acceptance of a Buyer's order by the Company will be deemed subject to the acceptance by the Buyer of these Standard Conditions. These Standard Conditions override and replace any other conditions of the Company.

## 3. QUOTATIONS and prices

- (a) A quotation is not an offer or obligation to sell and the Company reserves the right to accept or reject any orders received.
- (b) A quotation includes only such Goods as are specified in it. We reserve the right to cancel any sale where Goods offered ex stock have been previously sold or otherwise committed.

## 4. PRICES

- (a) All prices are subject to change without notice and orders are accepted by the Company on the condition that they will be invoiced at the prices ruling at the date of despatch. All prices are strictly net unless otherwise stated.
- (b) Every endeavour will be made to give 30 days notice of any increase.
- (c) All prices shown in published catalogues or price lists are recommended selling prices only & there is no obligation on the part of any reseller to maintain such prices.

## 5. FREIGHT

- (a) Unless otherwise stated prices include delivery to the Buyer's stores within the Hager Electro Delivery Area by normal surface means, and packing suitable for such transport for orders of value of \$250 or more.
- (b) For orders less than \$250 the Buyer must nominate the preferred freight method and be responsible for all freight charges.
- (c) Goods dispatched to the Buyer's stores located outside the Hager Electro Delivery Area or Goods which the Buyer requests be delivered direct to site are sold on a Free on Transport (FOT) basis. The Buyer must effect and maintain insurance at its own cost on all Goods dispatched under this clause (c). Where the Buyer requires freight to be prepaid all expenses will be to the Buyer's account at cost.
- (d) Freight cost on return of any Goods which are not in accordance with the Buyer's order will only be paid by the Company if returned by the Company's nominated transport.
- (e) If any of the Goods require freight off-loading facilities (for example large items such as switchboards, requiring cranes or trucks, the Buyer must pay the cost of providing or procuring the freight off-loading facilities (including any expenses incurred by the Company).

## 6. TAX

- (a) The prices quoted do not include sales or goods and services tax unless specifically stated.
- (b) The Buyer must pay for goods and services tax and other duties, taxes or government charges ("Taxes"). All Taxes (if any) included in a quotation are based upon the rates of those Taxes at the time of quotation. All variations in the rates of such Taxes will be to the Buyer's account. Variations in rates of exchange on imported Goods affecting the amount paid by the Company for Goods supplied will also be to the Buyer's account.

## 7. TERMS OF PAYMENT

- (a) If the Company has accepted the Buyer's application for credit, each account is payable within 30 days of the end of the month of despatch or collection of the Goods unless otherwise agreed in writing. The Company is not obliged to continue to supply Goods to the Buyer on credit and may at any time give notice to the Buyer requiring any order for Goods delivered after such notice to be paid for on delivery or prior to despatch of the Goods.
- (b) If a credit application has not been accepted, Goods must be paid for on delivery or prior to despatch of the Goods (as the case may be).
- (c) If payment for Goods is not made when due, the Buyer must:
  - (i) pay interest at the rate of two (2) per cent per annum above the rate charged from time to time to the Company by its bank for overdraft accommodation during the period any amount remains unpaid, calculated on a daily basis. A certificate signed by a manager of the Company's bank will be conclusive evidence of the rate charged by the bank to the Company for overdraft accommodation; and
  - (ii) reimburse the Company for all costs including legal costs on a full indemnity basis incurred by the Company in collecting any late payments.
- (d) The imposition of interest charges pursuant to this clause will not be regarded as allowing any time for payment of any amount owing. All overdue amounts will remain immediately due and payable to the Company and the Company may take legal proceedings at any time for recovery of any overdue amounts.

## 8. DELIVERY AND TRANSPORT

- (a) The Buyer warrants that where delivery is to be made by road transport, sufficient and suitable access to the destination is available, including a road surface capable of withstanding the weight and size of the transport and loads involved. If the Company incurs any additional costs or expenses, the full amount of them will be payable POA by the Buyer.
- (b) The Buyer warrants that where a delivery is made that requires handling facilities such as forklifts, cranes etc that such facilities will be made available. If the Company incurs any additional costs or expenses because such facilities are not available, the full amount of them will be payable POA by the Buyer.

- (c) Any delivery dates or periods are for information purposes only and do not form part of the contract unless specifically agreed in writing to be of the essence of the contract. In the absence of such special agreement, the Company accepts no liability for any loss or damage of whatever nature and however arising which may be suffered by the Buyer as a result of any failure on the part of the Company to deliver Goods on or within the dates or periods.

- (d) The Buyer agrees to provide at the Buyer's expense (if requested by the Company) assistance to the Company's driver or contract carriers in off loading heavier items.

## 9. ACCEPTANCE

The Buyer must inspect the Goods immediately upon delivery and must within seven (7) days from the date of inspection give written notice to the Company of any alleged defect in the Goods, or other alleged breach of contract by the Company. The Buyer waives any claim for shortage of any Goods delivered if a claim in respect of short delivery has not been lodged with the Company within 7 days from the date of receipt of the Goods by the Buyer.

## 10. RETURNS POLICY

- (a) Goods which are not defective may not be returned to the Company for credit unless prior agreement has been given by the Company and then will only be accepted under the following conditions:
  - (i) the Buyer must raise a credit for a reason other than Goods lost in transit within 7 days of receiving Goods and for Goods lost in transit within 7 days from receipt of invoice;
  - (ii) the Company will issue a goods return authority ("GRA") number within 5 working days after receiving a claim in writing as an acknowledgement of receipt of the request. The issue of a GRA is only an acknowledgement that a claim has been raised by the Buyer and does not constitute acceptance of the Buyer's claim;
  - (iii) each GRA relates to only one claim and the Buyer must follow this process and obtain a separate GRA for each claim made;
  - (iv) the Buyer must return the Goods to the Company for inspection by the Company and consideration whether to accept the credit claim on the following basis:
    - (1) the Goods must be delivered to the Company free into store;
    - (2) the Goods must be in their original packaging, unsoiled and undamaged and in saleable condition; and
    - (3) the Buyer must provide with the Goods, the GRA number, the original invoice number with purchase order and date of purchase and an explanation for the return;
  - (v) the Buyer will accept or reject the claim;
    - (1) within 30 days from the date a GRA number is issued if no Goods are to be returned; or
    - (2) within 30 days from the date Goods are returned;
  - (vi) a credit note will be issued within 14 days of acceptance of a credit claim; and
  - (vii) where a claim is rejected, the Goods will be returned to the Buyer at the cost of the Buyer.
- (b) Without limiting the Company's discretion under clause 10(a), the following Goods will not be accepted for credit:
  - (i) obsolete and/or non-resalable stock;
  - (ii) non standard product which is made to order;
  - (iii) Goods not returned to the Company within 30 days after the date a GRA number is issued; and
  - (iv) Goods the subject of claims made outside the time periods specified in clause 10(a)(i).
- (c) Where ranged stock has not moved for 6 months the Company may exchange the ranged stock with fast moving Goods of equal value. Freight cost incurred will be the responsibility of the Buyer and any custom built items are non returnable.
- (d) The Company agrees that any Goods purchased for specific supplier led ranging or promotional activities is purchased on a sale or return basis and will also be subject to clause 10(a) and 10(e).
- (e) Sale of return "ranged stock" may only be returned if accompanied by a replacement order to the same value.
- (f) If Goods purchased from the Company and stocked by the Buyer no longer meet the appropriate AS/NZ standard/s and are unsaleable then those Goods may be returned to the Company for credit and will not be subject to a restocking fee or any additional charges including freight.
- (g) The Company will normally not charge a restocking fee, but reserves the right to do so if further costs are incurred such as freight and packaging.
- (h) The Company may require the Buyer to provide signed documentation as proof of return of Goods.

## 11. PACKING

Unless stated otherwise in the quotation the price quoted includes packing in accordance with the Company's standard practice. Any other packing requested by the Purchaser or deemed necessary by the Company will be charged in addition to the price quoted.

## 12. DAMAGE OR LOSS IN TRANSIT

Where carriage is the responsibility of the Company, the Company will repair or may replace free of charge Goods lost or damaged in transit to the contractual point of delivery provided written notice of such loss or damage is given to the Company within three days of delivery or expected delivery, or within such times as will enable the Company to comply with the carrier's conditions of carriage affecting loss or damage in transit.

## 13. PURCHASER'S SPECIFICATIONS

The Company will not be deemed to have agreed to comply with any specifications and drawings referred to in any order unless the specifications and drawings have been produced to the Company prior to the delivery of Goods and are signed or otherwise acknowledged by the Company.

#### 14. PRODUCT DESIGN

The Company engages in a policy of continuous development and improvement of its products. Therefore the Company reserves the right to alter the design and/or specifications of any product or Goods without notice and without incurring liability.

#### 15. LIABILITY

- (a) The only conditions and warranties which are binding on the Company in respect of the state, quality or condition of the Goods supplied to the Buyer are those described in clause 16 and those imposed and required to be binding by statute (including the Competition and Consumer Act 2010), if any.
- (b) Where the Goods supplied are not Goods of a kind ordinarily acquired for personal, domestic or household use or consumption, the Company's liability for failure to comply with a consumer guarantee under the Australian Consumer Law (other than a guarantee under section 51, 52 or 53) (if any) is limited to any one or more of the following:
- (i) the replacement of the Goods or the supply of equivalent Goods;
  - (ii) the repair of the Goods;
  - (iii) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
  - (iv) the payment of the cost of having the Goods repaired.
- (c) The limitation in (b) will not apply if the Buyer establishes, in accordance with the Australian Consumer Law, that it is not fair or reasonable for the Company to rely on this term, having regard to all the circumstances of the case.
- (d) Where Chapter 3, Part 3-2 of the Australian Consumer Law does not apply to the supply then, except as set out in clause 16, the Company will not be liable to the Buyer for any liability, (including liability in negligence) loss or damage of whatever nature, consequential or otherwise, however suffered or incurred by the Buyer, caused by or resulting directly or indirectly from the supply or manufacture of the Goods.

#### 16. GOODS WARRANTY

- (a) The Company may from time to time provide a warranty against defects in relation to Goods supplied to the Buyer in addition to the Buyer's rights and remedies under a law in relation to the Goods.
- (b) Details of any such warranty against defects will be contained within the product packaging for the Goods.
- (c) The Company may remove, amend or vary any warranty against defects at any time without notice, but any removal, amendment or variation will only apply to Goods despatched on or after the date of the removal, amendment or variation.

#### 17. DETERMINATION AND DAMAGES

If:

- (a) any distress, execution or other legal process is levied upon any of the Buyer's assets; or
  - (b) the Buyer enters into any arrangement or composition with its creditors, commits any act of bankruptcy or being a company, a controller (as defined in the Corporations Act) is appointed to the whole or any part of its assets, enters into liquidation or has a winding up petition presented against it or calls a meeting of its creditors; or
  - (c) payment for Goods is not made when due; or
  - (d) the Buyer breaches any material provision of the contract, then, without prejudice to its rights under any other clause or at law, the Company may (but is not bound to do so):
- (e) terminate the contract; and/or
  - (f) suspend delivery to the Buyer of all or any outstanding orders; and/or
  - (g) require payment on delivery for all Goods delivered or to be delivered after the relevant event; and/or
  - (h) require immediate payment for any Goods delivered and not paid for by the Buyer prior to the event.

#### 18. SET OFF

The Buyer may not withhold or set off payment of any amount due to the Company under the contract whether in respect of any claims of the Buyer in respect of faulty or defective Goods or any other reason.

#### 19. FORCE MAJEURE CLAUSE

In the event of:

- (a) war, invasion, act of foreign enemy hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power; or
- (b) any statute, rules, regulations, order or requisitions issued by any government department, council or other duly constituted authority; or
- (c) strikes, lockouts, breakdowns of plant or any other causes (whether or not of a like nature) beyond the Company's control, the Company will be relieved of liabilities incurred under the contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event.

#### 20. PASSING OF RISK, RETENTION OF TITLE AND PPS

- (a) For the purpose of this clause 20:
- "Excluded Interest" means any mortgage, charge or other encumbrance over real property or personal property (tangible or intangible) that is not a Security Interest, including non-consensual liens and mortgages over real property;
  - "PPSA" means the Personal Properties Securities Act 2009 (Cth);
  - "PPS Register" means the Personal Property Securities Register;
  - "Purchase Money Security Interest" has the same meaning as under the PPSA;
  - "Registration Commencement Time" has the same meaning as under the PPSA; and
  - "Security Interest" has the same meaning as under the PPSA.
- (b) The Goods supplied by the Company are at the Buyer's risk immediately on delivery to the Buyer or into the custody of the carrier or anyone acting on the Buyer's behalf whichever is the sooner.
- (c) Whilst the risk in the Goods passes on delivery, legal and equitable title remains with the Company until payment in full for all debts accrued or owed by the Buyer to the Company is received by the Company. Payment will not be deemed

to be made until any cheque in payment has been honoured.

- (d) Until the Company has received payment for the Goods in full it reserves the following rights:
- (i) legal and equitable ownership of the Goods;
  - (ii) the right to enter the Buyer's premises and retake possession of the Goods;
  - (iii) the right to keep or resell any Goods repossessed under clause (ii); and
  - (iv) any other rights it may have at law or under the PPSA.
- (e) Until the Company has received payment for the Goods in full, the Buyer acknowledges that the Company has a Purchase Money Security Interest which attaches over the Goods and their proceeds and a Security Interest in relation to other amounts owed by the Buyer to the Company.
- (f) For the avoidance of doubt, after the Registration Commencement Time, the Company may register its Purchase Money Security Interest and Security Interest on the PPS Register established by the PPSA and, where necessary, amend the registration.
- (g) The Buyer must not grant any other person a Security Interest in respect of the Goods or their proceeds.
- (h) The Buyer must now allow an Excluded Interest to exist over the Goods.
- (i) The Buyer agrees to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which the Company asks and considers necessary for the purpose of:
- (i) ensuring that a Security Interest created under this contract is enforceable, perfected and otherwise effective; and
  - (ii) enabling the Company to apply for any registration, or give any notification, in connection with a Security Interest created under this contract so that the Security Interest has the priority required by the Company, including anything the Company reasonably asks the Buyer to do in connection with the PPSA.
- (j) To the extent permitted by law, if the PPSA applies, the Buyer irrevocably waives any rights the Buyer may have to:
- (i) receive notices or statements under sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;
  - (ii) redeem the Goods under section 142 of the PPSA;
  - (iii) reinstate the contract under section 143 of the PPSA; and
  - (iv) receive a verification statement (as defined in the PPSA).
- (k) Nothing in this clause prevents the Company from taking action against the Buyer for the purchase price of the Goods.
- (l) Until the Company has received payment for the Goods in full:
- (i) the Buyer agrees to take the Goods as bailee for the Company;
  - (ii) the Buyer must insure the Goods against all usual risks to full replacement value until ownership passes to the Buyer noting on such insurance policy the interest of the Company and any insurance monies received by the Buyer in respect of Goods owned by the Company, will be received on trust for and paid to the Company;
  - (iii) the Buyer must, where reasonably possible, store each delivery of Goods separately, clearly identified as the Company's property and in a manner to enable the Goods to be identified and cross-referenced to particular invoices;
  - (iv) the Buyer may only sell, use or part with possession of Goods in the ordinary course of its business. Any sale will be as fiduciary agent for the Company and the Buyer must receive on trust for and account to the Company for that part of the proceeds of sale that equates to the amount owing by the Buyer to the Company for those Goods, however this agency will only extend to the obligation to account for proceeds, and the Buyer will not be bound by any contract between the Buyer and the Buyer's purchaser; and
  - (v) if the Buyer uses the Goods in a manufacturing or value added process of its own or a third party, then the Buyer will hold that part of the proceeds of the manufacturing or value added process as relates to the Goods on trust for the Company. Such part will be deemed to equal in dollar terms the amount owing by the Buyer to the Company for those Goods at the time of the receipt of the proceeds.
- (m) Without limiting the generality of the Company's rights in this clause 20, if payment for the Goods is not made by the Buyer when due or the Company terminates this contract under clause 17, then the Buyer must return the Goods to the Company POA. If the Buyer does not return the Goods to the Company within 48 hours of receipt of the demand, the Company may for the purposes of recovery of possession of the Goods, enter forcibly, if necessary, upon any premises where the Goods are stored or where they are reasonably thought to be stored and may repossess, remove and resell the Goods.
- (n) The Buyer is liable for all costs associated with the exercise by the Company of its rights under this clause 20, including without limitation the cost of registering any Security Interest on the PPS Register, which costs are payable POA.
- (o) These Standard Conditions constitute a security agreement for the purposes of the PPSA.



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