SAMAHI GROUP

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Terms and Conditions of Sale and Delivery

Dome shelter kits, shipping containers and modified containers

Zoom Portables Pty Ltd (ACN 693 214 103) trading as Samahi Group · ABN 40 693 214 103
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These Terms apply to every quote, order, invoice and sale of Goods by Samahi Group, and to delivery of the Goods we sell. Please read them before you accept a quote or make a payment. By accepting a quote, placing an order, paying any amount, or collecting or taking delivery of Goods, you agree to these Terms.

Key terms at a glance

- **Payment before release.** Full payment by EFT is required before any Goods leave our yard, unless we have agreed otherwise in writing. Clause 5
- **Check bank details with us.** We never put bank details in an email body or change them by email. If in doubt, call 1800 726 244 before you pay. Clause 5.5
- **Collect within 14 days.** After the Collection Period, weekly Storage Fees apply (from $100 + GST per item) and must be paid before release, and the Goods are at your risk in an open yard. Clause 7
- **Have your Site ready.** Your Site must be safely accessible for a side loader and flatbed truck. Waiting time and failed deliveries are charged. Clause 8
- **Report problems within 2 Business Days** of delivery or collection. Clause 9
- **No change-of-mind returns.** Clause 6.3
- **Wind region ratings are generic, not site-specific.** In Wind Regions C and D only the frame is certified, with the cover removed. Site-Specific Engineering is the only way to confirm suitability for your Site. Clause 14
- **Remove the cover** as soon as a cyclone alert is issued for your area. Clause 15
- **Dome warranties** are given by the manufacturer, start on delivery or collection, and need photo activation if anyone other than us installs the dome. Clause 16
- **Your rights under the Australian Consumer Law** are not affected by these Terms. Clause 18

Contents

1 About these Terms ... 2
2 Definitions ... 2
3 Quotes and orders ... 3
4 Prices and price changes ... 3
5 Payment ... 3
6 Cancellation and returns ... 4
7 Collection and storage ... 5
8 Delivery ... 6
9 Inspection and claims ... 7
10 Risk and ownership ... 7
11 Shipping containers ... 8
12 Modified containers ... 8
13 Dome shelter kits ... 9
14 Wind region certification ... 9
15 Cyclones and destructive winds: removing the cover ... 10
16 Dome warranty ... 10
17 Approvals, use and safety ... 11
18 Your rights under the Australian Consumer Law ... 11
19 Liability ... 11
20 Events outside our control ... 12
21 Disputes ... 12
22 Privacy and photos ... 12
23 General ... 12
Acceptance Form ... 14

1 About these Terms

1.1 **Who we are.** In these Terms, "we", "us", "our" and "Samahi Group" mean Zoom Portables Pty Ltd (ACN 693 214 103) trading as Samahi Group (ABN 40 693 214 103). "You" and "your" mean the customer named on our quote or invoice.

1.2 **What these Terms cover.** These Terms apply to every quote, order, invoice and sale by us of dome shelter kits, new and used shipping containers, modified containers and associated items (together, "**Goods**"), and to delivery of the Goods we sell. We only deliver Goods that we have sold.

1.3 **How you accept these Terms.** You accept these Terms, and a binding contract is formed, when you do any of the following: accept our quote (including by email or by signing it), place an order with us, pay any amount to us, or collect or take delivery of any Goods.

1.4 **What makes up the contract.** The contract between us (the "**Contract**") is made up of our quote, our invoice, any special conditions we have written on them, and these Terms. If they are inconsistent, the following order applies, highest first:

(a) a lease, hire or rent-to-own agreement between you and us, for the Goods it covers;

(b) a separate supply agreement signed by both you and us;

(c) special conditions written on our quote or invoice; and

(d) these Terms.

1.5 **Leases and rent-to-own.** If you lease, hire or rent-to-own Goods from us, the lease, hire or rent-to-own agreement overrides these Terms wherever the two are inconsistent.

1.6 **Installation.** Installation is not part of a sale of Goods unless your invoice includes it. Where it does, our separate installation terms also apply to the installation work and prevail over these Terms for that work.

1.7 **Your terms do not apply.** Your purchase order, standard terms and conditions, or any terms printed on your documents do not form part of the Contract, even if we acknowledge your purchase order or accept payment against it. We treat a purchase order as a reference for invoicing only.

1.8 **Changes to these Terms.** We may update these Terms from time to time. The version in force when a Contract is formed applies to that Contract. The current version is available from us on request.

1.9 **Your consumer law rights.** Nothing in these Terms excludes, restricts or modifies any right or remedy you have, or any guarantee, warranty or obligation we have, under the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted or modified. Every clause in these Terms is to be read subject to this clause.

2 Definitions

2.1 In these Terms:

ACL	the Australian Consumer Law, in Schedule 2 to the Competition and Consumer Act 2010 (Cth).
Business Day	a day that is not a Saturday, Sunday or public holiday in Perth, Western Australia.
Collection Period	the 14-day period described in clause 7.1.
Container	a shipping container we sell, new or used, including a Modified Container unless stated otherwise.
Dome Kit	a dome shelter kit we sell, including the frame components, fabric cover, end walls (if any) and fittings listed on your invoice.
Dome Warranty	a manufacturer's warranty for a Dome Kit, as described in clause 16.
Generic Certificate	the general engineering certificate or report for a dome design, as described in clause 14.
Modified Container	a Container that has been fitted out or modified, for example as an office, crib room, ablution block, accommodation unit, workshop or store.
Ready Notice	our notice to you that Goods are ready for collection or delivery.
Site	the place where Goods are to be delivered or installed.

Site-Specific Engineering	an engineering assessment and certification of a dome for a particular Site, as described in clause 14.6.
Storage Fees	the fees described in clause 7.7.
Wind Region	a wind region under AS/NZS 1170.2 Structural design actions, Part 2: Wind actions.

3 Quotes and orders

3.1 **Quote validity.** Unless our quote says otherwise, it is valid for 14 days from its date. We may withdraw or change a quote at any time before you accept it.

3.2 **Availability.** Goods are subject to availability until you have paid for them or, where we have agreed to accept a deposit, until you have paid the deposit. Each used Container is a unique item. If quoted Goods become unavailable before you pay, we will offer comparable Goods if we can; otherwise we will cancel that part of the order.

3.3 **Information you give us.** Our quotes rely on the information you give us, including the Site location, access and ground conditions, details of any containers you will use with a Dome Kit, and your intended use. You must make sure this information is accurate and complete. If it is not, we may change the price, scope or delivery arrangements, and you must pay any extra costs this causes.

3.4 **Descriptions and images.** Photos, drawings, dimensions, weights and colours in our brochures, website, quotes and messages are approximate and for illustration only, unless we state that a photo shows the actual item you are buying. Manufacturers may change designs, materials or specifications without notice, provided the change does not reduce the quality or performance of the Goods.

4 Prices and price changes

4.1 **Prices and GST.** Prices are in Australian dollars and exclude GST unless stated otherwise. GST is added at the applicable rate.

4.2 **What the price includes.** The price covers only the Goods and services listed on our quote or invoice. Delivery, unloading, installation, engineering, permits, inductions, escorts and Site access costs are extra unless listed.

4.3 **Cost increases before you have paid in full.** Prices for containers, transport and related services can change quickly because of events outside our control. If, after we quote and before you have paid in full, our costs increase because of a rise in:

(a) the price we pay for shipping containers;

(b) government fees, charges, levies or taxes;

(c) container depot or port charges; or

(d) transport or fuel costs,

we may increase the price by the amount of that increase, without any margin, by giving you written notice. We will give you evidence of the increase on request. You may cancel the affected Goods or delivery by written notice within 2 Business Days after our notice, and we will refund anything you have paid for them, with no cancellation fee. If you do not cancel within that time, the increased price applies.

4.4 **Once you have paid in full.** Once you have paid an invoice in full, we will not increase the price of the Goods on that invoice. Clause 4.5 still applies to transport costs.

4.5 **Delays you cause.** If collection or delivery happens after the end of the Collection Period because you delayed it, or because you or your Site were not ready, we may charge you any increase in our transport costs that occurs during the delay. This is in addition to Storage Fees.

4.6 **Changes you request.** If you ask us to change the Goods, the delivery date or address, or any other part of the order, we may charge for the extra costs the change causes. We will tell you the cost before we make the change.

5 Payment

5.1 **Payment in full before release.** Unless we have agreed otherwise in writing, you must pay the full invoice amount, including GST, in cleared funds by the due date shown on our invoice and, in any case, before any Goods leave our yard or are delivered.

5.2 **Deposit terms (by approval only).** At our discretion, we may agree in writing to accept from an approved customer a deposit of 30% of the total invoice amount, including GST. The deposit is payable when you accept our quote. Unless we have also agreed in writing to release Goods before full payment, the balance must be paid in cleared funds before any Goods leave our yard or are delivered.

5.3 **Release before full payment (by approval only).** If we agree in writing to release Goods before you have paid in full, you must pay the balance by the due date on our invoice. Until then, clause 10 applies.

5.4 **How to pay.** We accept payment only by electronic funds transfer (EFT) to the bank account shown on our invoice. We do not accept cash, cheques or card payments. We send invoices by email, as an attachment or through QuickBooks Online.

5.5 **Protecting you from payment scams.** We never put our bank details in the body of an email, and we never change our bank details by email, text message or phone call. If you receive bank details that differ from those on our earlier invoices, or you are unsure in any way, do not pay: call us on 1800 726 244 or email billing@samahigroup.com.au to confirm. A payment made to any account other than the one on our invoice, without first confirming the details with us in this way, is not a payment to us, and the amount remains owing.

5.6 **No deductions.** You must pay invoices in full without set-off, counterclaim or deduction, except where the law gives you a right to do so.

5.7 **Disputed invoices.** If you dispute any part of an invoice, you must tell us in writing within 7 days after the invoice date, with reasons, and pay the undisputed part by the due date.

5.8 **Interest on late payments.** If any amount is not paid by its due date, we may charge simple interest on the overdue amount at 10% per year, calculated daily from the due date until we receive payment. Interest is not compounded: we never charge interest on interest. For example, $10,000 paid 30 days late attracts $82.19 in interest.

5.9 **Recovery costs.** You must also pay the reasonable costs we incur in recovering overdue amounts, including debt collection agency fees and legal costs.

5.10 **Suspension.** While any amount you owe us is overdue, we may withhold the Goods and suspend any further supply to you.

5.11 **How payments are applied.** We may apply any payment first to interest and recovery costs, then to Storage Fees and other charges, and then to the price of the Goods.

6 Cancellation and returns

6.1 **Cancelling before you pay.** If you have not paid anything for an order, including any deposit, you may cancel it at any time by telling us, at no cost.

6.2 **Cancelling after you pay.** Once you have paid any amount for an order, you may cancel it only with our written agreement. If we agree, or if we end the Contract under clause 6.5, we will refund what you have paid, less:

(a) costs we have incurred for your order that we cannot recover, including supplier, depot, fabrication and transport costs;

(b) any Storage Fees and other amounts you owe us; and

(c) a cancellation fee of 15% of the price of the cancelled Goods, which covers our costs of sourcing, handling, administration and resale.

6.3 **No change-of-mind returns.** We do not accept returns, or give refunds, because you have changed your mind, ordered the wrong item or size, or no longer need the Goods. This does not affect your rights under the ACL.

6.4 **If we cannot supply.** If we cannot supply Goods because they are no longer available or because of an event outside our reasonable control, we may cancel the affected part of the order by notice and refund anything you have paid for it.

6.5 **If you default.** If you do not pay an amount when due, commit a serious breach of these Terms that you do not fix within 7 days after our notice, or become insolvent (including entering administration, liquidation or bankruptcy, or having a receiver appointed), we may do any one or more of the following: suspend supply, withhold the Goods, end the Contract by notice, and recover any Goods we have released that you have not paid for.

7 Collection and storage

7.1 **You must collect within 14 days.** You must collect the Goods, or take delivery of them, within 14 days (the "**Collection Period**"). The Collection Period starts on the date of our invoice or, if the Goods were not ready for collection or delivery on that date, on the date we give you a Ready Notice.

7.2 **Delays we cause.** The Collection Period is extended, and no Storage Fees apply, for any period during which:

(a) you asked to collect the Goods within the Collection Period but we could not offer a collection date within it, until the first date we offer; or

(b) a delivery you booked for a date within the Collection Period is delayed by our scheduling or our carrier's.

7.3 **Booking a collection.** Collection is by appointment only and at our discretion. Contact us to arrange it, and we will liaise with you to agree a date and time. We do not guarantee availability on any particular day. We will give you the collection address when your collection is booked.

7.4 **Loading.** We cannot guarantee that loading equipment or staff will be available at all times. You must confirm loading arrangements with us before you arrive. If we cannot load on a date you request, we will agree another date with you.

7.5 **Your vehicle and driver.** Your vehicle must be suitable, roadworthy, registered and rated for the load, with suitable restraint equipment (including twist locks or chains for Containers), and driven by an appropriately licensed driver. We may refuse to load any vehicle we reasonably consider unsuitable or unsafe. Once the Goods are on your vehicle, you and your driver are solely responsible for restraining the load and for complying with all road and load restraint laws.

7.6 **Your carrier.** If you send a carrier or anyone else to collect, you must give us their name and details in writing beforehand. We may release the Goods to anyone who presents your booking details, and that release counts as collection by you. Anyone attending our yard must follow our safety directions.

7.7 **Storage Fees.** If the Goods have not been collected or delivered by the end of the Collection Period, Storage Fees apply to each item, for each week or part of a week, from the day after the Collection Period ends until the item is collected or delivered:

Item	Per item, per week or part week
Dome shelter kit	**$120 + GST**
10ft or 20ft container	**$100 + GST**
40ft container, including high cube	**$170 + GST**
Modified container, 10ft or 20ft	**$170 + GST**
Modified container, 40ft	**$240 + GST**

Modified container rates are the rate for the container's size plus $70 + GST.

7.8 **Paying Storage Fees.** We may invoice Storage Fees weekly or at any other time. All Storage Fees must be paid in full before the Goods are collected or delivered.

7.9 **Risk and storage conditions.** The Goods are at our risk during the Collection Period. From the end of the Collection Period, they are held at your risk. We are not obliged to store Goods under cover, and we will usually store them in an open, unsheltered yard where they are exposed to sun, rain, wind and dust. We are not responsible for weathering, rust, staining, UV damage, water entry or other deterioration caused by that storage, or for loss or damage caused by theft, vandalism or weather, except where it is caused by our negligence or deliberate act. You should insure the Goods from the end of the Collection Period. Deterioration caused by storage after the Collection Period is not a defect and is not covered by any warranty.

7.10 **Moving stored Goods.** We may move stored Goods within our yard, or to another storage location at our cost after telling you.

7.11 **Goods that are not collected.** If the Goods have not been collected or delivered within 60 days after the end of the Collection Period, or any Storage Fees are more than 30 days overdue, we may give you written notice requiring you, within 14 days, to pay everything you owe us and to collect or take delivery of the Goods. If you do not do both within that time:

(a) you are taken to have abandoned the Goods;

(b) we may end the Contract by notice and sell or otherwise deal with the Goods as their owner; and

(c) from the lesser of the amount you paid for the Goods and the price we sell them for, we will deduct all Storage Fees and other amounts you owe us and our reasonable costs of handling, transporting, advertising and selling the Goods, and pay you the balance. If the deductions are greater, you must pay us the difference.

Where the Disposal of Uncollected Goods Act 1970 (WA) applies to the Goods, we may instead deal with them under that Act, and you must pay our costs of doing so.

8 Delivery

8.1 **Who delivers.** We deliver Goods only where delivery is listed on your invoice. We deliver Dome Kits ourselves, by flatbed truck or flatbed ute, or through a subcontracted carrier. Containers are delivered by our subcontracted carriers, usually by side loader. We are not a common carrier and do not accept the liabilities of a common carrier.

8.2 **Delivery dates.** Delivery dates and times are estimates. We will try to meet them, but we are not liable for delays caused by weather, road conditions or closures, carrier availability, breakdowns, permits, Site access or other events outside our reasonable control. If delivery is more than 30 days later than the agreed date for reasons within our control, you may cancel the undelivered Goods by written notice, and we will refund anything you have paid for them.

8.3 **Your Site must be ready.** You are responsible for making sure that, on the delivery date:

(a) the access route and placement area are firm, level, dry and compacted, and able to carry a fully loaded heavy vehicle, including a semi-trailer side loader for Containers and a flatbed truck for Dome Kits;

(b) there is enough width, turning room and overhead clearance along the access route and at the placement area, including at gates and around trees, roofs, carports, eaves, signs and cables;

(c) there is enough clear space beside the placement area for a side loader to extend its stabiliser legs and operate safely;

(d) the placement area is clear of materials, vehicles and people;

(e) all approvals, permits, consents and access permissions are in place, including for access across neighbouring or third-party land; and

(f) a responsible person aged 18 or over is present to direct placement and sign the delivery docket.

8.4 **Hazards you must tell us about.** Before the delivery date, you must tell us in writing about, and where practical clearly mark: overhead power lines and other overhead obstructions; underground services (including power, gas, water, sewer, telecommunications and fuel); septic tanks, leach drains, soakwells, pipes and reticulation; retaining walls, slopes, soft ground and fill; and any other hazard on the access route or placement area. Work near overhead power lines must stay outside the safe approach distances required by Western Australian law and the network operator. Our drivers and carriers will not deliver where they cannot do so safely.

8.5 **Mine and remote sites.** If the Site has entry requirements, such as inductions, escorts, permits, call-up procedures, PPE or vehicle standards, you must tell us in writing when you place your order and arrange anything we need to enter. You must pay any induction, escort or entry costs, and time spent on Site procedures is charged as waiting time under clause 8.8.

8.6 **Unloading Dome Kits.** You are responsible for unloading Dome Kits. You must have a suitable forklift (or similar equipment) of adequate capacity, with a competent and appropriately licensed operator, ready at the Site to unload the crates and components safely when we arrive. Contact us before delivery for crate weights, dimensions and anything else you need to plan the unloading.

8.7 **Placement.** We, or our carrier, will place Goods as close as safely practicable to the position you nominate. You are responsible for preparing a suitable, level base. A Container placed on uneven or unstable ground can twist ("rack"), causing doors to bind or seals to leak. This is not a defect in the Container.

8.8 **Waiting time.** The first 30 minutes on Site are free. After that, we charge waiting time of $80 + GST per hour, in 15-minute blocks, for any delay we did not cause, including where the Site is not ready, no one is present, unloading equipment is not ready, or Site procedures take time. Where a subcontracted carrier makes the delivery, we may instead pass on the waiting charges the carrier charges us, if they are higher.

8.9 **Failed deliveries.** If a delivery cannot be completed because the Site is inaccessible, not ready or unsafe, because of a hazard you did not tell us about (such as overhead power lines), or because no one is present, the trip is charged in full, including any carrier charges and return transport, and redelivery is quoted again. Storage Fees apply if the Goods are returned to our yard after the end of the Collection Period.

8.10 **Rescheduling or cancelling a delivery.** For deliveries we make ourselves, you may reschedule at no cost if you give us at least 2 Business Days' notice; with less notice, we may charge our reasonable costs, up to the delivery charge for that trip. For deliveries by a subcontracted carrier, once we have booked or paid the carrier, any rescheduling or cancellation charges the carrier charges us are passed on to you, whatever notice you give.

8.11 **Damage to your Site.** Our vehicles and our carriers' vehicles enter and work on the Site at your request. We are not liable for damage to driveways, kerbs, footpaths, paving, lawns, gardens, reticulation, septic systems, underground or overhead services or other property on the access route or placement area, unless it is caused by our or our carrier's negligence. If a vehicle becomes bogged or stuck because of Site conditions, you must pay the reasonable cost of recovering it.

8.12 **Unattended delivery.** If you ask us to deliver when no one is present, we will leave the Goods at the position you nominate, and delivery is complete when we do. Photos taken by our driver or carrier are evidence of delivery and of the condition of the Goods.

9 Inspection and claims

9.1 **Inspect on arrival.** You must inspect the Goods when they are delivered or collected.

9.2 **Report problems within 2 Business Days.** You must tell us in writing, with photos, within 2 Business Days after delivery or collection, about any:

(a) damage to the Goods;

(b) shortage, including missing Dome Kit components;

(c) incorrect Goods; or

(d) difference between the Goods and their description on your invoice, including size, grade or condition.

9.3 **If you do not report.** If you do not report a matter under clause 9.2 in time, the Goods are taken to have been delivered complete, undamaged and as described, except for defects that could not reasonably have been found by inspecting them. This clause does not limit your rights under the ACL or under any warranty described in these Terms.

9.4 **Keep the evidence.** You must not install, modify or use Goods that you say are damaged, short or incorrect until we have had a reasonable opportunity to inspect them, except to make them safe.

10 Risk and ownership

10.1 **Risk.** Risk of loss of or damage to the Goods passes to you at the earliest of:

(a) when the Goods are loaded onto your vehicle, or your carrier's vehicle, at collection;

(b) for a Container delivered by us or our carrier, when it is set down at the Site;

(c) for a Dome Kit delivered by us or our carrier, when unloading at the Site begins; and

(d) the end of the Collection Period, if the Goods have not yet been collected or delivered.

10.2 **Ownership.** Ownership of the Goods passes to you only when both of the following have happened:

(a) you have paid us all amounts owing in connection with the Goods, including the price, delivery charges, Storage Fees, interest and recovery costs; and

(b) the Goods have been collected by you or delivered to you.

10.3 **Until you own the Goods.** If we release Goods to you before ownership passes, until it does you:

(a) hold the Goods as our bailee;

(b) must keep them insured, in good condition and identifiable as ours, at the place where we delivered them or another place you have told us about in writing;

(c) must not sell, hire out, mortgage, charge or otherwise deal with them, or allow anyone else to take a security interest in them; and

(d) authorise us, to the extent the law allows and after giving you reasonable notice, to enter the place where the Goods are kept at a reasonable time to inspect them or, if any amount is overdue, to recover them.

10.4 **Personal Property Securities Act.** These Terms create a security interest in the Goods, and their proceeds, in our favour to secure all amounts you owe us, and we may register it on the Personal Property Securities Register (PPSR). You must promptly sign any document and give us any information we reasonably need to register or perfect our security interest, and tell us in writing at least 14 days before you change your name, ABN or address. To the extent the law allows:

(a) you waive your right to receive a verification statement under section 157 of the Personal Property Securities Act 2009 (Cth) (PPSA); and

(b) where the Goods are not used predominantly for personal, domestic or household purposes, sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply.

11 Shipping containers

11.1 **Description.** Each Container is sold as described on your quote and invoice, including whether it is new or used and whether it is cargo worthy. Dimensions and weights are nominal.

11.2 **Used Containers.** Used Containers have been in service, often for many years. Unless your invoice says otherwise, you should expect dents, scratches, surface rust, patches and weld repairs, faded or mismatched paint, old markings and labels, floor staining and wear, odours, and doors that need adjustment. These are normal for used Containers and are not defects. You are welcome to inspect a used Container before you buy it, by appointment.

11.3 **Cargo worthy Containers.** "Cargo worthy" means that, when we sold it, the Container was assessed as structurally suitable for carrying cargo. Unless your invoice says one is included, a cargo worthy Container does not come with a current CSC safety approval plate or survey, and you are responsible for any survey, inspection or certification needed to ship it, rail it or lift it with cargo inside.

11.4 **Containers that are not cargo worthy.** A Container not described as cargo worthy is sold for storage and other static uses only. It must not be used to ship or transport cargo, lifted while loaded or stacked under load.

11.5 **3-month wind and watertight warranty.** We warrant that each Container we sell, new or used, other than a Modified Container, will be wind and watertight for 3 months from the date of sale (the date of your invoice). "Wind and watertight" means that, with the doors properly closed and in normal weather, the Container keeps out wind-driven rain. This warranty does not cover leaks or damage caused by:

(a) impact, lifting, handling or transport after delivery or collection, other than by us or our carrier;

(b) modifications, holes, fittings or welding by anyone other than us;

(c) placing the Container on uneven, unstable or inadequate ground or supports, causing it to twist;

(d) doors not being properly closed and secured, or seals damaged after delivery or collection; or

(e) condensation (see clause 11.7).

11.6 **How to claim under the 3-month warranty.** This warranty is given by Zoom Portables Pty Ltd trading as Samahi Group (phone 1800 726 244, email info@samahigroup.com.au, business address as shown on your invoice). To claim, tell us in writing within the warranty period, as soon as you notice the problem, with photos and a description, and give us reasonable access to the Container. We will inspect it and, at our option, repair the leak, replace the Container with a comparable one, or refund the price you paid for it. We pay the cost of the repair. You pay the cost of giving us access to the Container and, if it must be moved for repair, the cost of moving it, unless the law requires us to pay. The statement in clause 18.1 applies to this warranty.

11.7 **Condensation.** Steel containers can collect condensation inside ("container sweat") when temperatures change. This is not a leak or a defect. Ventilation and keeping the inside dry reduce it.

11.8 **Not for living in or storing food.** The timber floors of shipping containers are commonly treated with insecticide when manufactured, and used Containers may have carried unknown cargo. Unless a Modified Container is sold for that purpose, Containers are not suitable for living or sleeping in, or for storing food or animal feed, without professional assessment, cleaning or treatment and any approvals required. You are responsible for deciding whether a Container suits your intended use.

11.9 **Locks.** Locks and lock boxes are not included unless listed on your invoice.

12 Modified containers

12.1 **How they are built.** Modified Containers are built by our fabrication partner to the specification in your quote and supplied ready to use. Layouts, finishes and fittings may vary slightly from photos and drawings, and fittings may be replaced with items of equal or better quality.

12.2 **Warranty.** A Modified Container comes with the warranty, if any, stated on your invoice. Appliances and fittings in it, such as air conditioners, hot water units, pumps, lights and fixtures, are covered by their manufacturers' warranties, and we will pass on any warranty information we receive.

12.3 **Compliance documents.** On request, we will give you copies of any compliance certificates (such as electrical or plumbing certificates) we receive from our fabrication partner for your Modified Container.

12.4 **Connections and approvals.** You are responsible, at your cost, for having power, water, sewer or septic and gas connected at the Site by licensed trades, and for obtaining every approval needed to place, connect and occupy a Modified Container, including development, building, occupancy, plumbing, health, fire safety and mine site approvals. Unless your invoice says so, we do not warrant that a Modified Container complies with building code requirements for any particular building classification or use.

13 Dome shelter kits

13.1 **Supply only.** A Dome Kit is supplied as a kit for installation. Installation is not included unless your invoice includes it.

13.2 **Containers used with a Dome Kit.** If you supply the containers the dome will be fixed to, you are responsible for their type (20ft or 40ft, standard or high cube), condition, structural soundness and dimensions, and for setting them out at the correct span, level and alignment, with any ballast or fixing required by the manufacturer's instructions and the engineering for the dome. We are not responsible if your containers are not suitable.

13.3 **Storing a Dome Kit before installation.** Until installation, you must store the crates and components off the ground, dry, covered and protected from sun, standing water, rodents, vehicles and theft. Keep the fabric cover dry, packed as supplied, and away from sharp objects and heat. Damage caused by storage or handling after delivery or collection is not a defect and is not covered by any warranty.

13.4 **Installation by you or others.** If anyone other than us installs a Dome Kit, the installation must be carried out by competent people in accordance with the manufacturer's installation instructions, the conditions of the Generic Certificate or Site-Specific Engineering, work health and safety laws and any approvals. Installation by you or others is at your risk, and we are not responsible for installation work we did not do or for its results.

13.5 **Maintenance.** You must inspect and maintain the dome regularly, including the tension of the fabric cover, straps and cables, the condition of bolts and connections, and the prompt repair of any tear in the cover.

14 Wind region certification

14.1 **What a wind region rating means.** When we advertise, quote or invoice a dome as certified to a Wind Region (for example, Region C or D), that refers to a Generic Certificate for that dome design. A Generic Certificate is a general engineering report. It is not an assessment of your Site and does not take into account site-specific matters, including:

(a) your Site's exact location and design wind speed;

(b) terrain, topography (such as hills, ridges and escarpments), shielding and exposure;

(c) ground conditions and bearing capacity;

(d) the type, condition, mass, ballast and fixing of the containers; and

(e) the importance level and use of the structure.

14.2 **Cover on, or frame only.** Under the Generic Certificate:

(a) for **Wind Regions A and B**, the dome is certified with the fabric cover fitted; and

(b) for **Wind Regions C and D** (cyclonic regions), only the frame is certified, with the fabric cover removed. **The fabric cover is not certified for cyclonic winds.**

Wind Region	The Generic Certificate covers
A and B (non-cyclonic)	The frame **with** the fabric cover fitted
C and D (cyclonic)	The frame **only**, with the fabric cover removed

14.3 **Conditions of the Generic Certificate.** A Generic Certificate applies only if the dome is installed in accordance with the manufacturer's instructions, fixed to suitable containers that are ballasted or fixed as the certificate requires, maintained in good condition and not modified, and only if every other assumption and condition stated in the certificate is met. Meeting those assumptions and conditions is your responsibility, unless you engage us for Site-Specific Engineering or ballast calculations.

14.4 **Date of the Generic Certificate.** A Generic Certificate was prepared at the date shown on it, under the edition of AS/NZS 1170.2 in force at that time. Site-Specific Engineering is prepared under the edition in force when the engineer prepares it.

14.5 **Copies of certificates.** We provide a copy of the Generic Certificate once you have paid in full. It may be used only in relation to the dome it relates to, including by a later owner of that dome.

14.6 **Site-Specific Engineering: highly recommended for Region C and above.** For every dome certified to Wind Region C or above, we highly encourage you to take up our optional Site-Specific Engineering service: an up-to-date engineering assessment and certification of your dome on your Site. **It is the only way to confirm that the dome is suitable for your Site.** It is quoted separately and can include ballast calculations. We can also arrange for an engineer to inspect a completed installation and report on it.

14.7 **Who prepares engineering.** Site-Specific Engineering, ballast calculations and inspection reports are prepared by an independent professional engineer we engage. They rely on the information you give us, which you must make sure is accurate, and apply only to the Site, dome and configuration they describe.

14.8 **If you decline Site-Specific Engineering.** If your Site is in Wind Region C or D and you decline Site-Specific Engineering, you accept responsibility for confirming that the dome is suitable for your Site, and the risk of relying on the Generic Certificate alone, and you agree that you are not relying on us to confirm the dome's suitability for your Site. We may ask you to sign the acknowledgement on the Acceptance Form at the end of these Terms.

14.9 **More information.** Contact us for more information about the certification for your dome.

15 Cyclones and destructive winds: removing the cover

15.1 **Your cover-removal procedure.** You are responsible for creating, and keeping up to date, a written procedure for removing the fabric cover safely and quickly when a warning is issued. It should set out who will remove the cover and how they will be contacted, the equipment and safe work method, how long removal takes, and where the cover will be stored. You must have the procedure in place before the dome is first used, review it before each cyclone season (1 November to 30 April), and monitor the warnings described in this clause for your area.

15.2 **Cyclone alerts.** For every dome, in every Wind Region, the fabric cover must be removed as soon as either of the following is issued for an area that includes your Site, whichever comes first:

(a) a Tropical Cyclone Watch or Warning from the Bureau of Meteorology (BoM); or

(b) a cyclone alert (Blue, Yellow or Red) from the Department of Fire and Emergency Services (DFES).

15.3 **Destructive wind warnings.** If the BoM issues a warning of damaging or destructive winds for an area that includes your Site (for example, a severe weather warning or severe thunderstorm warning), the fabric cover must also be removed, unless the warning forecasts a highest wind gust that is more than 20% below the maximum wind speed for which the dome is certified with the cover fitted, as stated in the Generic Certificate or your Site-Specific Engineering. Even then, we highly encourage removing the cover. If the warning does not forecast a wind speed, the cover must be removed.

For example only: if a dome were certified to 150 km/h with the cover fitted, the cover could stay on only if the highest forecast gust were below 120 km/h. Certificates often state wind speeds in metres per second; multiply by 3.6 to convert to km/h. Ask us if you are unsure of your dome's rating.

15.4 **Safety first.** Remove the cover before winds strengthen. Never attempt to remove it, or let anyone near the dome, once wind conditions make it unsafe.

15.5 **Your responsibility.** Loss or damage resulting from the fabric cover not being removed as this clause requires, or from winds above the speeds for which the dome is certified, is your responsibility. It is not a defect, it is not covered by any warranty, and we are not liable for it.

15.6 **Refitting the cover.** After any cyclone or destructive wind event, inspect the frame, cover and fixings for damage before refitting the cover. Contact us if you need an inspection or repairs.

16 Dome warranty

16.1 **The manufacturer gives the warranty.** A Dome Kit may come with a warranty from its manufacturer (a "**Dome Warranty**"). We do not give the Dome Warranty ourselves. A Dome Warranty applies only if your invoice (at the Dome Kit line item) or our written confirmation by email says so and states its duration. The Dome Warranty is subject to the manufacturer's terms.

16.2 **When the warranty period starts.** The Dome Warranty period starts on the date the Dome Kit is delivered to your Site or collected by you, even if the dome is installed later. Activation does not change that start date or extend the period.

16.3 **Domes we install.** If we install the dome, the Dome Warranty activates at handover, and we act as the liaison between you and the manufacturer for warranty claims.

16.4 **Domes installed by you or others.** If you, or anyone other than us, install the dome:

(a) the Dome Warranty does not activate until you send us photos of the completed installation showing the areas the manufacturer requires, and the manufacturer confirms that the dome has been installed correctly. Contact us for the list of photos we need;

(b) if the manufacturer identifies installation errors, you must fix them at your cost and send new photos before the Dome Warranty activates; and

(c) apart from passing your activation photos to the manufacturer, we are not the liaison for, or otherwise involved in or responsible for, the Dome Warranty. You must deal directly with the manufacturer on all warranty matters, and we will give you the manufacturer's contact details on request.

16.5 **What is not a defect.** Damage caused by any of the following is not a defect in the Dome Kit, and we are not responsible for it: winds above the speeds for which the dome is certified; the cover not being removed as clause 15 requires; installation not in accordance with the manufacturer's instructions; modifications; storage or handling before installation; unsuitable containers, ground or ballast; impact, vehicles, fire, chemicals or sharp objects; lack of maintenance; and normal wear and tear.

16.6 **Costs of claiming.** Unless the manufacturer's terms or the law say otherwise, you bear your own costs of making a Dome Warranty claim, including providing photos and access to the dome.

17 Approvals, use and safety

17.1 **Approvals.** You are responsible for obtaining every approval, permit, licence and consent needed for the Goods at your Site, including from local government (such as development and building approval), landowners, mining tenement holders, strata or estate managers and road authorities. We do not warrant that any Goods will be approved for your Site or intended use.

17.2 **Placement and fixing.** You are responsible for levelling, ballasting and fixing Containers and domes as required by law and by the engineering that applies to them, including tie-down in cyclonic regions.

17.3 **Safety.** You must provide a safe Site, tell us about its hazards, and comply with work health and safety laws.

18 Your rights under the Australian Consumer Law

18.1 **Consumer guarantees.** The following statement applies to all Goods we supply:

> **Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.**

18.2 **Warranties are in addition to your rights.** The benefits of the warranties described in these Terms, including the 3-month wind and watertight warranty, any Dome Warranty and any manufacturer's warranty, are in addition to your other rights and remedies under the law.

18.3 **Limited remedies for business goods.** Where Goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for a failure to comply with a consumer guarantee (other than a guarantee under section 51, 52 or 53 of the ACL) is limited, at our option, to:

(a) for Goods: replacing them or supplying equivalent goods, repairing them, or paying the cost of replacing them, acquiring equivalent goods or having them repaired; and

(b) for services: supplying them again or paying the cost of having them supplied again,

unless you show that it would not be fair or reasonable for us to rely on this clause.

19 Liability

19.1 **Limit on our liability.** To the extent the law allows, and subject to clauses 1.9 and 18, our total liability to you arising out of or in connection with the Contract, whether in contract, tort (including negligence), under statute or otherwise, is limited to the price you paid for the Goods or services that gave rise to the claim.

19.2 **Indirect loss.** To the extent the law allows, we are not liable for any loss of profit, revenue, production, use or opportunity, business interruption, downtime, standby or delay costs, or any indirect or consequential loss.

19.3 **Your contribution.** Our liability is reduced to the extent that any loss is caused or contributed to by you, your contractors or your breach of these Terms.

19.4 **Your indemnity.** You indemnify us against any loss, damage, cost or claim, including claims by third parties, arising from your breach of these Terms, inaccurate information you gave us about the Site or your containers, the fabric cover not being removed as clause 15 requires, installation of Goods by you or others, or the negligent or unlawful acts of you or your contractors, except to the extent it is caused by our negligence.

20 Events outside our control

20.1 **Delays.** We are not liable for any delay or failure to perform caused by an event outside our reasonable control, including cyclones, storms, floods, bushfires, extreme heat, road closures, port, shipping or rail delays, supply shortages, industrial action, pandemics, government action and fuel shortages. Our time to perform is extended by the period of the delay.

20.2 **Prolonged events.** If such an event prevents us from performing for more than 30 days, either of us may cancel the affected part of the Contract by written notice, and we will refund anything you have paid for Goods not yet delivered or collected.

21 Disputes

21.1 **Notice and negotiation.** If a dispute arises, the party raising it must give the other written notice with details. We will both try in good faith to resolve it within 10 Business Days, including by meeting if either of us asks.

21.2 **Mediation.** If the dispute is not resolved within 20 Business Days after the notice, either of us may refer it to mediation in Perth by a mediator we agree on or, if we cannot agree, a mediator nominated by the Resolution Institute. The mediator's fees are shared equally, and each of us pays our own costs.

21.3 **Court proceedings.** Neither of us may start court proceedings about a dispute until the mediation has ended, except to seek urgent relief or to recover undisputed amounts that are due.

22 Privacy and photos

22.1 **Personal information.** We collect personal information, such as names, contact details, Site addresses and photos, to quote, supply, deliver, invoice, manage warranty matters and comply with the law. We may share it with our carriers, our fabrication partner, the dome manufacturer, engineers, our accounting and software providers (such as QuickBooks Online) and, if needed, debt collectors and the PPSR. We do not sell personal information. Contact us to access or correct the information we hold about you.

22.2 **Photos.** We may photograph Goods at collection and delivery to record their condition. We will always ask your permission before using any photo of your Site or your Goods in our marketing.

23 General

23.1 **Notices.** Notices must be in writing and may be sent by email to the address you have given us or to info@samahigroup.com.au. An email is received when sent, unless the sender receives a delivery failure notice. If it is sent after 5:00pm or on a day that is not a Business Day, it is received on the next Business Day.

23.2 **Electronic dealings.** Quotes, acceptances, notices and signatures may be given electronically.

23.3 **Entire agreement.** The Contract is the whole agreement between us about its subject matter and replaces earlier discussions, subject to clause 1.9.

23.4 **Subcontracting.** We may use subcontractors, including carriers and fabricators, to perform the Contract. We remain responsible for our obligations to you.

23.5 **Assignment.** Neither of us may transfer our rights under the Contract without the other's written consent, which must not be unreasonably withheld.

23.6 **Severance.** If any part of these Terms is invalid or unenforceable, it is severed and the rest continues to apply.

23.7 **Waiver.** A failure or delay in exercising a right is not a waiver of it.

23.8 **Survival.** Clauses about payment, Storage Fees, ownership, the PPSA, warranties, liability, indemnities and disputes continue after the Contract ends.

23.9 **Governing law.** The Contract is governed by the law of Western Australia, and we both submit to the courts of Western Australia.

23.10 **Interpretation.** Words such as "including" do not limit what else may be included. Headings and the "Key terms at a glance" summary are for convenience only; if they differ from the clauses, the clauses prevail.

Acceptance Form

Terms and Conditions of Sale and Delivery, Version 1.0

Please complete, sign and return this form to info@samahigroup.com.au when we ask you to. These Terms apply whether or not this form is signed (see clause 1.3).

Customer (company or individual) _____

ABN (if any) _____

Contact name _____

Phone _____

Email _____

Quote or invoice number _____

Site location _____

1. Acceptance

I accept the Samahi Group Terms and Conditions of Sale and Delivery (Version 1.0) and confirm that I am authorised to accept them for the customer named above.

2. Key terms

I acknowledge that (tick each box):

- ☐ Goods must be collected or delivered within the 14-day Collection Period. After it, weekly Storage Fees apply and must be paid before release, and the Goods are at my risk and may be stored outdoors (clause 7).
- ☐ Payment in full by EFT is required before Goods are released, unless otherwise agreed in writing, and I will confirm any bank details with Samahi Group before paying (clause 5).
- ☐ My Site must be ready and safely accessible for a side loader and flatbed truck, and waiting time and failed deliveries are charged (clause 8).
- ☐ Wind region ratings are generic, not site-specific. In Wind Regions C and D only the frame is certified, and the cover must be removed as soon as a cyclone alert is issued (clauses 14 and 15).
- ☐ Any Dome Warranty is given by the manufacturer, starts on delivery or collection and, if anyone other than Samahi Group installs the dome, needs photo activation (clause 16).

3. Site-Specific Engineering (Wind Region C or D Sites only)

Tick one:

- ☐ I accept Site-Specific Engineering, quoted separately.
- ☐ I decline Site-Specific Engineering. I understand that the Generic Certificate does not assess my Site. I accept responsibility for confirming that the dome is suitable for my Site, and the risk of relying on the Generic Certificate alone (clause 14.8).

Signature _____ Date _____

Full name _____ Position _____