James Hardie Australia Pty Ltd 12 084 635 558

Terms and Conditions of Sale

Unless otherwise agreed in writing by James Hardie Australia Pty Ltd, these terms and conditions apply to all products and accessories sold by James Hardie Australia Pty Ltd. Subject to the above, an individual, company or other who submits an order to James Hardie Australia Pty Ltd agrees to transact on these terms and conditions.

1. DEFINITIONS

Agreement means an agreement as detailed in clause 2.1.

Business Day is a day other than a Saturday or a Sunday or a public holiday in the place the obligation or requirements is due to be performed (or if that doesn't apply then the place where the Company has its registered office);

Claim means any claim, right of action or demand (or similar legal entitlements), in any jurisdiction, including at law, tort (including negligence), under statute, in equity including restitution or unjust enrichment, for rectification, frustration or for any other legal or equitable remedy;

Collection Window means the window (period of Business Days) within which the Goods are available for collection from the Company's premises;

Company means James Hardie Australia Pty Ltd ABN 12 084 635 558;

Conditions means these terms and conditions;

Customer means the party listed in an Order or which otherwise purchases Goods under an Agreement;

Environmental Requirements means the environmental law applicable to the Goods and the parties in relation to these Conditions;

Goods has the same meaning as set out in the Order;

GST means the same as in GST Law;

GST Law means the same as "GST law" in A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Order means the order from the Customer to the

Company to purchase Goods;

PPSA means the Personal Property Securities Act 2009 (Cth);

Price means the price for the Goods determined in accordance with clause 6;

Service Offer means the Company's Service Offer, current at the time the Order is placed, which sets out the Order process and defines the service level the Company aims to provide with respect to the ordering and delivery of Goods;

Special Conditions means any terms and conditions incorporated in an Agreement to amend or supplement these Conditions;

Taxable Supply has the meaning as set out in the GST Law;

WHS Requirements means law and policies relating to work health and safety applying to the parties under these Conditions.

2. GENERAL

2.1 The parties agree that any contract entered into between the Company and the Customer for sale of Goods incorporates these Conditions, the Special Conditions (if any) and any variations agreed to in writing (together, the "**Agreement**").

2.2 It is expressly acknowledged and agreed that these Conditions come into effect once provided to the Customer and operate in respect of any Orders placed by the Customer after that time to the exclusion of all and any terms and conditions issued by the Customer whether before or after the date these Conditions come into effect.

2.3 The Company may at any time without notice, change these Conditions by publishing new Conditions on its website which will be deemed to come into effect for any Orders placed after those new Conditions are published.

2.4 Where a Customer has a credit account with the Company, the Company's credit conditions will also apply to the Customer. In the case of Orders for nonstandard Goods, Special Conditions will also apply as notified to the Customer at the time of placing the Order and to the extent of any inconsistency, the Special Conditions notified at the time of placing the Order will prevail over these Conditions.

2.5 The Parties acknowledge that they both had the opportunity to negotiate the Agreement, and that the Conditions and the Agreement are fair and reasonable or otherwise protect the legitimate business interests of the Company.

3. RISK AND TITLE TO GOODS

3.1 Risk of damage to, or loss or deterioration of any Goods supplied by the Company will pass to the Customer in accordance with clause 8, but property in and title to the Goods will not pass to the Customer until all Goods supplied by the Company to the Customer have been paid for in full in accordance with these Conditions. Until then:

(a) the Customer will hold the Goods supplied as bailee of the Company;

(b) the Customer may sell the Goods supplied in the ordinary course of its business as agent for the Company and will account to the Company for any sale proceeds; and

(c) the Company may require the Customer to return the Goods supplied on demand and may go onto the premises of the Customer and repossess the Goods.

4. GOODS AND SERVICES TAX

4.1 The Customer must pay the Company a total price which includes GST paid or payable by the Company in respect of the Goods supplied by the Company to the Customer. The amount payable by the Customer will be stated in an invoice to the Customer. Any other relevant taxes on the Goods supplied will be payable by the Customer to the extent that they are not already included in the price on the Order.

5. PAYMENT

5.1 Payments are to be net and no settlement discount will be allowed.

5.2 Payments must be made without set-off, deduction or counterclaim by electronic funds transfer to the Company's nominated account.

5.3 Where a Customer has a credit account with the Company, payment is required by not later than thirty (30) days after the date of the Statement (as defined under the Company's credit conditions) issued by the Company (or such other time agreed to in writing by the Company) otherwise payment must be made and cleared funds received prior to dispatch of the Goods.

5.4 If the Customer fails to make payment in respect of a Statement issued by the Company in full to the Company when due, for whatever reason, the Company will be entitled

(without prejudice to any other right or remedy it may have) to:

(a) cancel or suspend any existing Orders of or delivery under any Order to the Customer or refuse to accept any new Orders; and

(b) charge the Customer interest on the overdue amount at the rate determined by the Commonwealth Bank of Australia from time to time on unsecured overdraft accounts not exceeding $100,000.

5.5 All payments by the Customer must refer to the specific Statement or Order for which the payment is being made otherwise the Company may allocate the payment towards discharging the Customer's debts that have been outstanding for the longest period.

6. PRICING

6.1 Subject to any other conditions agreed in writing with the Company, Orders are accepted by the Company on the condition that the Customer agrees to pay the Company the price for Goods as set out in the Company's published price list applicable at the time of delivery of the Goods ("**Price**") together with any other applicable costs, temporary levies or surcharges. If the Company publishes a new price list or otherwise alters its prices ("**Updated Price List**"), the Updated Price List applies to all Goods delivered on or after the date that the Updated Price List becomes effective.

6.2 The Company will notify the Customer of the effective date of any Updated Price List ("**Price Change Notice**"). If the Customer has placed an Order for Goods prior to the date of the Price Change Notice and those Goods are forecast to be delivered after the effective date of the Updated Price List, the Customer may cancel the Order within 10 Business Days of the date of the Price Change Notice. If the Customer does not cancel the Order within the specified timeframe, the Order remains in place and the Updated Price List applies to any Goods delivered after the effective date of the Updated Price List. Orders delivered prior to the effective date of the Updated Price List will be charged/invoiced at the price list applicable prior to the date upon which the Updated Price List has effect.

6.3 At any time, the Company may introduce, remove, or amend a temporary levy or surcharge. A temporary levy or surcharge will apply to all Goods delivered on or after the date that the temporary levy or surcharge (or amendment) becomes effective. The Company will notify the Customer of the effective date of the temporary levy or surcharge (or amendment) ("**Levy Notice**"). If the Customer has placed an Order for Goods prior to the date of the Levy Notice and those Goods are forecast to be delivered after the effective date of the Levy Notice, the Customer may cancel the Order within 10 Business Days of the date of the Levy Notice. If the Customer does not cancel the Order within the specified timeframe, the Order remains in place and the Levy Notice applies to any Goods delivered after the effective date of the Levy Notice. Orders delivered prior to the effective date of the Levy Notice will be charged/invoiced at the price list (and any existing Levy Notice) applicable prior to the date upon which the Levy Notice has effect.

7. ABILITY TO SUPPLY

7.1 The Company may accept or refuse any Order for Goods in its absolute discretion and may make its acceptance of an Order conditional upon a satisfactory credit assessment of the Customer.

7.2 The Customer acknowledges and agrees that any Order placed with the Company is placed in acknowledgment of, and agreement with, the terms and conditions of the Service Offer.

7.3 The Company will, in addition to any terms and conditions set out herein, acknowledge, accept or cancel an Order in compliance with the terms and conditions set out in the Service Offer.

7.4 Reasonable commercial efforts will be made to fulfil accepted Orders placed with the Company, but if the Company's ability to do so is affected (directly or indirectly and whether by circumstance already existing or otherwise) by strikes, lockouts, rise in freight, duties or other charges, acts of God, or by any cause whatsoever, it shall have the right:

(a) to elect to extend the time for fulfilment of the Order or compliance with any delivery or completion date;

(b) to alter the specifications for the Goods so as to allow the substitution of equivalent Goods; or

(c) to terminate the Order without liability for breach of contract or for any antecedent breach.

In any event, the Company will be entitled to full payment for all Goods which have been delivered. The Company will not be liable for any loss, including consequential loss and loss of profits, arising from any delay in its performance of the contract or the early termination of any Order.

8. DELIVERY AND INSURANCE

8.1 Goods in transit are not insured by the Company unless the Company agrees in writing to do so. Charges for agreed insurance will be payable by the Customer.

8.2 Where the Goods are to be delivered by a carrier organised by the Company, to a destination agreed with the Customer, if on delivery the Customer rejects/does not accept delivery of the Goods at the destination, the Company may cancel the Order and charge the Customer a freight/handling/restocking charge (part determined by invoice value) which will be no more than 10% of invoice value.

8.3 Where the Customer's carrier is to collect Goods from the Company's premises, if the Goods are not collected within the Collection Window the Company may cancel the Order and charge the Customer a handling/restocking charge (part determined by invoice value) which will be no more than 10% of invoice value.

8.4 Where Goods are collected from the Company's premises by the Customer or the Customer's carrier, risk of damage to, or loss or deterioration of any such Goods passes to the Customer at that time the Goods have been loaded on to the Customer's, or the Customer's carrier's, vehicle (as applicable).

8.5 The Customer or the Customer's carrier (as applicable) must, at its cost:

(a) acquaint itself with, and comply at all times with, the WHS Requirements;

(b) comply with any direction of the Company related to WHS Requirements while on the Company's premises; and

(c) comply with all Environmental Requirements.

8.6 Where Goods are consigned by rail or ship or taken by transport organised by the Customer from the Company's premises, risk of damage to, or loss or deterioration of any such Goods passes to the Customer on delivery to the rail, ship or Customer's carrier and the Company's delivery obligations are complete at that stage. Any claim for loss or damage in transit should be made direct to the railway or shipping authority or the carrier concerned.

8.7 Where Goods are delivered by a carrier organised by the Company, delivery is deemed to occur when the Goods are delivered to a destination agreed by the Company and the Customer and risk of damage to, or loss or deterioration of any such Goods passes to the Customer at that time.

8.8 Where prices in the Company's price list include delivery, this shall mean delivery to a destination within the boundaries nominated by the Company and does not include any charges incurred at railhead or wharf. Where the delivered price of any Order is less than $500, a delivery surcharge of $50 will be added to the invoice.

8.9 If requested, Goods will be crated or palletised (including strapping as necessary) at the Customer's cost. No

allowance will be made for return of crates or pallets or materials from which they are manufactured.

9. DAMAGED, MISSING OR INCORRECT GOODS

9.1 All claims for credit for damaged, missing or incorrect Goods must be made in writing within fourteen (14) days of the date of delivery and, if requested by the Company, must include (as applicable):

(a) signed proof of delivery;

(b) details and photographs of damage (if damage alleged);

(c) details of missing or incorrect Goods (if incorrect or missing Goods alleged);

(d) the Order placed;

(e) the invoice number on which the Goods to be credited were purchased; and

(f) any other information reasonably requested by the Company in order to resolve the claim.

9.2 If the Customer fails to comply with the terms of clause 9.1, the Customer's claim may be delayed or rejected by the Company.

9.3 Goods delivered to the Customer will be deemed accepted unless the Company receives notification within the timeframe set out in clause 9.1.

10. RETURNS

10.1 Return of Goods to the Company by the Customer may only be made if the Company has agreed to that return and all such returns will be subject to a 10% handling charge based on invoice value of returned Goods to cover cost of sorting, restacking, and/or testing with freight costs and risk remaining the responsibility of the Customer.

10.2 Any agreement by the Company to accept the return of Goods is subject to the Goods being in full pack quantities (except where the Goods were supplied in less than full pack quantities in which case, the quantity supplied will apply) and, being in resaleable condition as determined by the Company following inspection of the returned Goods at the Company's premises.

11. WARRANTY

11.1 The relevant warranty provided by the Company for its Goods and the conditions that apply to that warranty are either set out in the Company's current technical literature for the relevant Goods or on the Company's website (www.jameshardie.com.au). The warranties and their conditions are deemed to form part of these terms.

12. PPSA

12.1 This Agreement creates a security interest in the Goods for the purposes of the PPSA.

12.2 The Customer agrees upon request to do anything (such as obtaining consents, completing, signing and/or producing documents and supplying information) which the Company considers necessary for the purposes of:

(a) ensuring that the security interest is enforceable, perfected and otherwise effective;

(b) enabling the Company to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by the Company; and

(c) enabling the Company to exercise rights in connection with the security interest.

12.3 The Customer agrees that to the extent the law permits them to be excluded by Agreement:

(a) sections 142 and 143 of the PPSA are excluded and the Company need not comply with the following provisions of the PPSA: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and any other provision of the PPSA notified to the Customer by the Company after the date of this Agreement; and

(b) the Company is not required to give any notice required under the PPSA (including a notice of a verification statement).

13. CONFIDENTIAL INFORMATION

13.1 The Customer and the Company agrees not to disclose information provided by any other party that is not publicly available except:

(a) to any person in connection with any person exercising rights or dealing with rights or obligations under this Agreement (including in connection with preparatory steps such as negotiating with any potential assignee of the Company's rights or other person who is considering contracting with the Company);

(b) to officers, employees, agents, contractors, legal and other advisers and auditors of the Customer or the Company;

(c) to any party to this Agreement or any related entity of any of them, provided the recipient agrees to act consistently with this clause;

(d) with the disclosing party's consent (not to be unreasonably withheld); or

(e) any disclosure the disclosing party reasonably believes is required by any law, or stock exchange or rating agency (except this paragraph does not permit the Company to disclose any information of the kind referred to in section 275(1) of the PPSA unless section 275(7) of the PPSA applies).

13.2 Each party consents to disclosures made in accordance with clauses 13.1(a) to 13.1(e) inclusive above.

14. MISCELLANEOUS

14.1 A provision of, or a right created under, the Agreement may not be waived except in writing signed by the party granting the waiver. A waiver of any provision of or right under the Agreement does not constitute a waiver of any other provision or right.

14.2 The Agreement is governed by and must be construed and enforced in accordance with the laws of New South Wales, Australia and the parties unconditionally submit to the exclusive jurisdiction of the courts of New South Wales, Australia (and courts of appeal from them).