

1- General

Except when parties have agreed otherwise in writing, these general sales conditions shall govern all sales notwithstanding any different or conflicting terms or conditions which might appear on the order documents used by the Purchaser.

2- Bids and Tariffs

All bids and prices are communicated without binding the Seller. They may at all times be modified without prior notice. The Seller also has the right to change the characteristics of the products without prior notice.

3- Confirmation of orders

Orders received shall be binding only upon written acceptance by the Seller which shall take the form of a confirmation of receipt of the order sent by the Company to the Purchaser.

4- Price

Orders shall be invoiced at the prices and conditions in effect on the date of acceptance of the orders. Excepted when otherwise provided, deliveries are effected ex-warehouse.

5- Delivery

Non respect of delivery dates does not entitle the Purchaser to claim damages/interest from the Seller. The Purchaser is entitled to cancel the contract if the delivery of the goods is exceeded by six weeks. He must do so in writing allowing a further period of two weeks for the delivery of the goods starting from the date of receiving this letter. Shipment of ordered products may only be delayed by the Purchaser, at his cost and at his own risk, for a maximum period of six weeks. Upon expiry of such period, the products, as well as the cost for their storage, can be invoiced to the Purchaser or if the Seller prefers the order can be cancelled.

6- « Force Majeure » and unforeseen circumstances

In the case of acts of God or government action which renders the performance of the sale definitely or temporarily impossible, the Seller shall be entitled to cancel the sale in whole or in part or to suspend its performance without prior notice or indemnity. Are considered as acts of God or government action in the above sense : war, total or partial strike, lock out, riot, breakdown of machinery, fire, explosions and all other causes hindering the Seller's or his suppliers' normal manufacturing activities or regular deliveries of raw materials, fuel and stock.

7- Transportation

As and when the goods have been accepted by the carrier, all risks and perils including the risk of breakages as well as the burden of proof for proper packing and loading have to be borne by the Purchaser. This also applies to free delivery. Would it be arranged for any insurance, we just act as intermediaries and do not take over any responsibility. Our despatches are subject to the « International Rules for the Interpretations of Trade Terms (Incoterms 2010) » issued by the International Chamber of Commerce. For overseas deliveries these rules are extended in accordance with the conditions of the Bill of Lading of the carrier responsible for the transportation. Deliveries made on CIF basis or similar arrangements are subject to free and unobstructed navigation. If special circumstances beyond our control e.g. freezing up do not permit the vessel to call at the port of destination and necessitate the unloading of the goods at an emergency port, the delivery commitments entered into are considered as fulfilled at the latter port. It falls to the consignee to accept consignments from the carrier only with all rights reserved, when the cases show any external signs of damage or other circumstances indicate the possibility of any damage. In such cases, all rights of recovery have to be secured within the legal procedure and delays. If the final dispatch of a shipment is made to a country of destination other than the one originally agreed upon, we reserve the right to rebuild at the prices and conditions valid for the new country of destination, irrespective of any other claims.

8- Delivery and acceptance

Delivery and acceptance of the products take place at the warehouse of the Seller. The Purchaser, who so requests, shall be informed of the date on which the products can be verified, prior to their collection or shipment.

9- Changes in the Purchaser's situation

In the event of a change in the Purchaser's situation, of his death, incapacity, of the dissolution or modification of the company, of winding-up arrangements with creditors or liquidation, interruption of payments or non-payment the Seller shall be entitled, even if the order has been partially completed to request irrevocable guarantees or to cancel the remainder of the contract.

10- Payment

All shipments are payable at Sydney at the date of payment agreed upon and in the currency shown on the invoice, all costs relating to the payment being borne by the Purchaser. In case of late payment or absence of payment, even partial, the net amount of the invoice shall ipso lure and without prior notice be increased – as a penalty – by 15% (with a minimum of AUD 300,-). Each amount due and unpaid on the maturity date will, by sole rule of the expiration of the said period, ipso lure and without the necessity of prior notice be subject to interest for late payment of 1% per month.

11- Right of ownership

In the case of non payment on the maturity date, the seller reserves the right to consider the sale as cancelled ipso lure and without prior notice. The goods shall remain the property of the Seller until payment for them is received in full. Until the purchaser becomes owner of the goods, he will store them on his premises separately from his other goods. The purchaser shall preserve all labels, identifying marks and stock records identifying the goods as the seller's property. The risks shall be borne by the Purchaser. Any down payments already made may be retained by the Seller for damages and interest.

12- Complaints and responsibility

The products are manufactured with the utmost care and in conformity with the best processes, but they are subject to risks resulting from unforeseen influences and changes in raw materials. At no time, shall the Seller be responsible for damage resulting from use of the products in a manner which is not in conformity with the rule book, nor shall the Seller be responsible for broken products or damage which results from incorrect storage of the products by the Purchaser. The Seller must be informed of all visible defects discovered in the products or all errors in the execution of the orders within eight days of receipt of the products by the Purchaser. The Seller declines all responsibility for the consequences of use of products which contained visible defects. In the event that a product should have a hidden defect the Seller's responsibility – if any – shall be restricted to the replacement of the faulty products.

13- Jurisdiction

All contracts are governed and construed in accordance with the law in Australia. All disputes arising in connection with the present contract or further contracts resulting thereof shall be settled in accordance with the Rules of Australian jurisdiction. The place of arbitration shall be the place of arbitration should be Sydney, Australia