

TERMS AND CONDITIONS OF QUOTATION AND SALE

These are the terms and conditions upon which Australasian Fire Doors Pty Ltd-A.C.N 061 891 521 sells and quotes for the sale of goods.

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In these terms and conditions, unless the context otherwise requires:

- (a) "Buyer" means the Person named in the Dales Invoice or Quotation.
- (b) "Quotation" means the form of quotation submitted by the Seller to the Buyer in which these terms and conditions are or are deemed to be incorporated.
- (c) "Sales Invoices" means the sales invoices issued by the Seller to the Buyer in which these terms and conditions of sale are or are deemed to be incorporated.
- (d) "Seller" means Australasian Fire Doors Pty Ltd-A.C.N. 061 891 521 unless the sale is expressed to be made by the Seller as agent for a Person named in the Sales Invoice of Quotation in which case the buyer acknowledges the Australasian Fire Doors Pty Ltd only as the agent of the Person so named.

1.2 Interpretation

- (a) Any special conditions specified on a quotation or Sales Invoice, shall to the extent they are inconsistent with these terms and conditions, take precedence over these terms and conditions.
- (b) The expression "Person" includes an individual, a body politic, a corporation, an association (incorporated or unincorporated) and a statutory or other authority.
- (c) Words importing the singular shall include the plural (vice versa).

2. GOVERNING TERMS AND CONDITIONS.

These are the only terms and conditions which are binding upon the Seller with exception of those otherwise agreed in writing by the Seller or which are imposed by statute and which cannot be excluded.

3. TERMS OF PAYMENT

Payment by the Buyer for the goods delivered and accepted is due within thirty (30) calendar days to the end of the month in which the goods are invoiced. If the Buyer fails to make payment in accordance with the Clause, all amounts owing by the Buyer to the Seller on any account shall immediately become due and payable. Outstanding amounts shall bear interest of the rate of 10 per centum per annum calculated on the daily basis.

4. INSPECTION AND ACCEPTANCE

The Buyer shall inspect all goods upon delivery and shall within forty eight hours of delivery give notice to the Seller of any matter or thing by which the Buyer alleges that the goods are not in accordance with the Buyers order. Failing such notice and, to the extent permitted by statute, the goods shall be deemed to have been delivered and accepted by the Buyer.

5. RETURNS

All returns must be approved by the Seller. Authorised returns must be freight prepaid. The Seller will only be obliged to credit returned goods if they are in a saleable condition. The Seller reserves the right to charge a handling fee equal to 10% of the price to the goods returned unless the Buyer is a "Consumer" for the purposes of the Trade Practices Act 1974 or similar State or Territory Legislation. Products specifically purchased, Manufactured, Machined or cut to size to the Buyers specification are not returnable.

6. QUOTATIONS

- (a) Unless previously withdrawn, a quotation is valid for sixty (60) days or such other period stated therein. A quotation is not to be construed as an obligation to sell but merely an invitation to treat and no contractual relationship shall arise therefrom until the Buyers order has been accepted by the Seller in writing.
- (b) The Seller shall not be bound by any conditions attaching to the Buyers order or acceptance of a Quotation and, unless such conditions are expressly accepted by the Seller in writing, the Buyer hereby acknowledges that such conditions are expressly negative.
- (c) Prices specified in a Quotation are subject to alteration without notice. Unless otherwise stated in writing by the Seller, prices quoted shall be exclusive of handling, delivery, agents charges and any charge duty or impost including sales tax.
- (d) Every quotation is subject to a conditional upon obtaining any necessary import, export or other licence.

7. PASSING OF PROPERTY AND RISK

- (a) Goods supplied by the Seller to the Buyer shall be at the Buyers risk immediately upon delivery to the buyer, into the Buyers custody or at the Buyers direction (whichever is sooner). The Buyer shall thereafter insure the goods at its cost against such risk as it thinks appropriate, shall not the interest of the Seller on the insurance policy and shall produce a certificate to this effect to the Seller upon request.
- (b) Property in the goods supplied by the Seller to the Buyer pursuant to these terms and conditions shall not pass to the Buyer until those goods and other goods supplied by the Seller to the Buyer have been paid for in full.
- (c) Until the goods have been paid for in full:
 - (i) the Buyer shall store the goods in such manner as to show clearly that they are property of the Seller; and
 - (ii) the Buyer may sell the goods, in the ordinary course of its business, as agent for the Seller and shall account to the Seller for the proceeds of sale (including and proceeds from insurance claims) which proceeds shall be kept in a separate bank account.
- (d) The Buyer irrevocably authorizes the Seller at any time, to enter onto any premises upon which:
 - (i) the Sellers goods are stored to enable the Seller to:
 - Inspect the goods; and/or
 - If the Buyer has breached these terms and conditions, reclaim the goods
 - (ii) the Buyers records pertaining to the goods are held to inspect and copy such records.
- (e) The Buyer and the Seller agree that the provisions of this clause apply notwithstanding any arrangement pursuant to which the Seller grants credit to the Buyer.

8. SUPPLY

The seller reserves the right to suspend or discontinue the supply of goods to the Buyer without being obliged to give any reason for its actions.

9. PART DELIVERIES

The seller reserves the right to make part deliveries of any order, and each part delivery shall constitute a separate sale of goods upon these terms and conditions. A part delivery of an order shall not invalidate the balance of an order.

10. INSTALLATIONS

The Sellers Quotation or Sale Invoice is made on a supply only basis. Installation and commissioning (if any) is at the expense of the Buyer unless otherwise specified in writing by the seller.

11. DIMENSIONS, PERFORMANCE DATA AND OTHER DESCRIPTIVE DETAILS

- (a) photographs, drawings, illustrations, weights, dimensions and any other particulars accompanying, associated with or given in a Quotation, the descriptive literature or a catalogue, approximate the goods offered but may be subject to alteration without notice.
- (b) Any performance data provided by the Seller or a manufacturer is an estimate only and should be constructed accordingly.
- (c) Unless agreed to the contrary in writing, the Seller reserves the right to supply an alternative brand or substitute product when necessary.