

# TERMS & CONDITIONS OF SALE

1. These Terms & Conditions of Sale constitute a complete and exclusive statement of the agreement and understanding between the Gunnebo Australia Pty Ltd (Gunnebo) and the Buyer with respect to the subject matter hereof and override any conditions to the contrary which may be expressed in any of the Buyer's Purchase Order forms or other documents and supersede all prior arrangements between the parties either written, oral or established through a course of dealings between the parties and no usage of trade shall be relevant to supplement or explain any terms used hereto. These **Terms & Conditions of Sale** cannot be varied except in writing signed by Gunnebo's duly authorised officer.
2. The goods delivered under this Agreement shall be of normal industrial quality unless specifically stated to the contrary. Any description of such goods has been given by way of identification only and the giving or use of such description shall not constitute any sale hereunder a sale by description.
3. Acceptance of a Credit Account with Gunnebo or acceptance of this Contract by the Buyer constitutes the Buyer's acceptance of these **Terms & Conditions of Sale** and in the absence of acknowledgement the delivery of the goods and acceptance of such delivery by the Buyer shall constitute a binding contract comprised of the terms and conditions.
4. This contract shall be governed by and construed in accordance with the law in effect in New South Wales and the parties hereto accept the jurisdiction of the Courts of New South Wales in relation to any dispute between them.
5. The price of our goods is subject to alteration without notice. Orders will be supplied at the price ruling at the date of order. Stamp duty, government charges of any kind and Goods & Services tax are all for the Buyer's account in addition to the quoted price.
6. The terms of payment are net cash 30 days from the date of Invoice, unless otherwise agreed to by Gunnebo.
7. The Buyer shall inspect the goods immediately upon the arrival thereof and shall within seven (7) days therefrom give notice to Gunnebo of any matter or thing by reason thereof the Buyer alleges that the goods are not in accordance with the specified requirement. If the Buyer fails to give such notice, the goods shall be deemed to be in all respects in accordance with the specified requirement and the Buyer shall be bound to pay for the same accordingly. No claim shall be recognised unless made in writing and received by Gunnebo within seven (7) days after receipt of goods by the Buyer. The total amount of any claim shall not exceed the actual invoice value of the goods claimed to be faulty.
8. Ownership and property in the goods supplied/delivered shall pass from Gunnebo to the Buyer when payment in full has been received by Gunnebo and if payment is not made as provided in Condition 6 or as otherwise agreed by Gunnebo, Gunnebo shall without prejudice to any other remedies, be entitled to enter the premises where the goods are situated and re-take possession of the goods. Gunnebo is hereby granted an irrevocable license to enter any such premises for the purpose of re-possessing the goods.
9. Risk passes to the Buyer upon delivery to the Buyer's agreed delivery point. The Buyer shall at its own expense insure the goods against storm and tempest, loss or damage by fire, accident or malicious or negligent damage or otherwise howsoever and shall keep such insurance on hand until payment for the goods has been made to Gunnebo.
10. Gunnebo shall not be responsible for non-delivery or delay in delivery of any goods caused directly or indirectly by force majeure, including but not limited to war, threats of war or warlike conditions, hostilities, civil commotion, riots, fire, flood, strikes, lockouts, accidental breakdown or mechanical failure of plant, machinery or equipment, delays in transportation, the Buyer's instruction or lack thereof, default on the part of Gunnebo's manufacturer or supplier, acts of government or any other cause whatsoever beyond Gunnebo's reasonable control, notwithstanding that any such cause may be operative at the time of entering into the contract/requirement. Goods not so delivered and goods so delayed may at the option of Gunnebo be delivered at any subsequent time or times and shall be accepted or paid for by the Buyer.
11. The Buyer assumes all risks and liabilities for consequences arising from the use of the goods whether singly or in combination with other goods and indemnifies Gunnebo in respect of any such use. Gunnebo is not liable for any infringement of patent rights arising out of the use of such goods by the Buyer or the Buyer's instructions, expressed or implied, it is the responsibility of the Buyer to ensure that the goods when used by him/her are not damaged and no liability will be accepted by the Seller for the consequences of the use of damaged goods by the Buyer.
12. Nothing in the **Terms & Conditions of Sale** is intended to exclude, restrict or modify any statutory obligation of Gunnebo implied by the Sale of Goods Act, 1923.
13. **Romalpa Clause**  
The property in and title to the goods shall remain with Gunnebo Australia Pty Ltd (Gunnebo) and does not pass to the customer until all monies payable pursuant to this contract (including any interest, freight or insurance charges) have been paid to Gunnebo. The goods shall be at the customer's risk immediately upon delivery. Gunnebo reserves the right to enter the premises where the goods are situated and re-take possession of the goods if they are not paid for in full by the agreed date.

## Order Placement:

Freecall: 1800 450 777

Freefax: 1800 450 778

## Gunnebo Australia Pty Ltd

ABN 43 093 709 74

Head Office:

Unit 8, 16 Lexington Drive,

Bella Vista, Sydney NSW

Postal Address: P.O. Box 8254,

Baulkham Hills B.C. NSW 2153