

TRADING TERMS AND CONDITIONS OF SALES

1. DEFINITION

In these Terms and Conditions of Sales:

“**Supplier**” means Ramset Fasteners Australia and Reid Construction Systems, divisions of ITW Ramset Australia Pty Ltd ABN 48 004 297 009;

“**Customers**” means any person who has placed an Order with the Supplier or request a Quotation from the Supplier;

“**Goods**” means any goods and/or services requested by the Customer in an order

“**Terms**” means these terms and conditions

2. SALE PRICES

Prices of Goods shall be the then current price charged by the Supplier as at the date of delivery of the Good. Prices are subject to change without notice.

3. GST

The Customer must pay to the Supplier any amount, which the Supplier is required to pay on account of any GST as a consequence of any supply made or deemed to be made in connection with this agreement. The GST amount must be calculated at the prevailing rate of GST imposed by the government.

4. SMALL ORDER SURCHARGE

A minimum surcharge of \$15 will apply to any invoice amount of under \$100 unless otherwise advised in writing.

5. DELIVERY CHARGE

All deliveries will incur a minimum delivery charge of \$10.

6. AVAILABILITY OF STOCK

Deliveries at any time are subject to availability of stock, and the Supplier will not be liable for any charges due to product unavailability. No responsibility will be accepted for delays outside the supplier's control.

7. CREDIT TERMS

Invoices must be paid in full no later than 30 days after the last day of the month in which the invoice was issued.

Accounts exceeding their limit will be suspended until the account is paid in full.

8. COLLECTION AND LEGAL FEES

If the Customers breaches these Terms, the Customer must pay any collection, commission and/or legal fees charged by any party to recover any money due.

9. RETURN OF GOODS

- a) Goods will not normally be accepted for return after (14) days from date of delivery.
- b) Acceptance of Goods returned does not imply agreement to issue a credit note.
- c) A credit note will only be issued if the returned Goods are in original packs and found to be satisfactory by the Supplier in saleable condition. **Delivery charge and small order surcharge will not be credited.**
- d) Freight on returns will be at the Customer's expense.
- e) Customers will be subject to **20% handling and restocking charge**, except in the case of Supplier error, or defective goods.

10. RESERVATION OF TITLE

The Supplier whilst parting with possession of the Goods shall retain title to those Goods and title shall only pass to the Customer when full payment in cleared fund is received by the Supplier. Until this happens:

- a) the relationship between the Supplier and Customer is a fiduciary one
- b) the Customer holds the Goods as bailee for the Supplier
- c) the Customer shall not assign its rights, title or interest in any book debts arising in its favour in respect of its sale of Goods

The customer is however obligated to pay the proceeds of sale into a separate account pending payment to the Supplier. Until payment in full the Customer is obliged to store the Goods separately pending sale and must keep separate records of sales of Goods owned by the Supplier. In default of payment, title is to remain with the Supplier who shall have the right to repossess the Goods without notice to the Customer and for this purpose the parties agree that the Supplier may enter the property of the Customer and recover the Goods. The right to enter is without prejudice to any other rights of the Supplier deriving from these Terms of the general law.

In the event that the Customer uses the Goods in some manufacturing or construction purposes of its own or some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as relates to the Goods in trust for the Supplier. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to the Supplier at the time of the receipt of such proceeds.

11. LIABILITY OF THE SUPPLIER

a) The Supplier will not be liable in respect of any loss or damages (including consequential loss or damage), howsoever caused (whether by negligence or otherwise), which may be suffered or incurred or which may arise directly or indirectly in respect of the Goods, howsoever acquired where any person has:

- (i) modified or in any way altered the Goods or changed the formulation or make-up of the Goods;
- (ii) failed to use the Goods in accordance with the instructions or recommendations of the Supplier published from time to time in connection with the use of the Goods;
- (iii) failed to use the Goods in accordance with any applicable laws or regulations.

b) The Supplier will not be under any liability in respect of any loss or damage (Including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of any technical advice or assistance given or rendered by it to the Customer whether or not in connection with the manufacture, preparation or supply of Goods and/or Services to the Customer, provided that the Supplier has provided such technical advice or assistance with due care and skill.

c) Where any applicable legislation implies any term, condition or warranty into the relationship between the Supplier and the Customer or into these Terms and Conditions of Sale or a contract of sale between the Supplier and the Customer in relation to the sale or supply of Goods/Services, or otherwise gives the Customer a particular remedy the Supplier and that legislation or any legislation avoids or prohibits provisions excluding or modifying the application of, or exercise of, or liability under, such term, condition, warranty or remedy, then that term, condition, warranty or remedy shall be deemed to be included in these Terms and Conditions of Sale, or, as the case may be, apply to that relationship. However, the Supplier's liability for any breach of such term, condition or warranty or under such remedy, shall be limited, at the Supplier's option, in any one or more of the ways permitted by that legislation including, where so permitted:

- (i) if the breach relates to any Goods, to:
 - (A) the replacement of those Goods or the supply of equivalent goods;
 - (B) the repair of those Goods;
 - (C) the payment of the cost of replacing those Goods or acquiring equivalent goods; or
 - (D) the payment of the cost of having those Goods repaired; and
- (ii) if the breach relates to any Services to:
 - (A) the supply of those Service again; or
 - (B) the payment of the cost of having those Service supplied again

(d) If there is any inconsistency between the express terms of these Conditions and any term, condition, warranty or remedy deemed to be included in these Conditions pursuant to sub-clause 9(c), that term, condition, warranty or remedy shall prevail to the extent of the inconsistency,

(e) The description, illustrations and other material contained in the catalogue, price list, brochure, leaflet or other material provided by or on behalf of the Supplier shall not form part of these Conditions or any contract between the Supplier and the Customer for the supply of Goods or Services and shall not amount to any representation or warranty (whether collateral thereto or otherwise), nor shall the use of such material constitute a contract of sale by description. All Goods and Services supplied by the Supplier shall be in conformity with the Supplier's standard commercial specifications at the time of supply, subject to the Supplier's right without notice to incorporate such minor modifications thereto as it thinks fit or any modifications of whatever nature necessary to comply with any relevant law.

12. PROPERTY AND RISK

Risk in Goods shall pass to the Customer immediately upon delivery of the Goods by the Supplier.

13. ACKNOWLEDGEMENTS

The Customers acknowledges that:

- (a) it has not relied on any representations made by the Supplier as to the suitability of the Goods for any specific purpose; and
- (b) it is its responsibility to make its own enquiries and investigations as to the suitability of the Goods for any particular purpose.

14. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with the laws in force in the State of Victoria, and the Supplier and the Customer submit to the jurisdiction of the courts of that State.