

CSA

Carousel Services Australia

TERMS AND CONDITIONS OF BIN SUPPLY

1. The sale of the goods (the "goods") is subject to the following terms and conditions. Any inconsistent terms in the Buyer's order or confirmation will not be binding on the Seller.
2. These terms and conditions may not be varied or added to or this Agreement terminated, except in writing. No variation, addition, termination or waiver of any term or condition shall be binding on the Seller, unless in writing and signed by the Seller's duly authorised representative.
3. Unless otherwise provided, prices include freight, transportation, insurance, shipping, packing, storage and handling. In the case of overseas sales, unless otherwise stated, all prices are expressed in Australian dollars and for goods free on board (FOB). The Buyer is responsible for all shipping, handling, freight, transportation, storage and insurance charges.
4. Except as otherwise provided by law, all sales, excise and similar taxes or duties which the Seller may be required to pay or collect with respect to the goods or their supply to the Buyer shall be for the account of the Buyer. Where the Buyer claims exemption from duty or tax, the Buyer shall furnish an appropriate exemption certificate to the Seller.
5. The Seller shall not be responsible for delays in delivery or failure to deliver due to causes beyond the Seller's control, including but not limited to acts of God, war, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or transportation, or shortages of or unavailability of raw materials, components or parts. The Seller shall be obliged to deliver at the earliest possible time.
6. The Buyer may not cancel an order without giving at least 30 days prior written notice of intention to do so. Where an order is cancelled, the Buyer shall pay to the Seller as liquidated damages an amount equal to the cost of all work completed by the Seller to the date of cancellation. The Seller in its absolute and sole discretion shall determine this amount. The Buyer shall not be entitled to cancel an order after the goods have been dispatched from the Seller's factory. The Seller may in its absolute discretion accept goods returned and credit the Buyer's account accordingly. Any goods returned for credit are subject to a 15% handling and restocking charge, which the Seller may deduct from the Buyer's credit account.
7. The Seller shall not be liable for minor or normal variations in tolerance, dimensions, weight or quality.
8. The Seller shall not be liable for any error, omission or inaccuracy in drawings or specifications provided or approved by the Buyer. Alterations to the size or physical properties of goods will not be accepted for orders that are in production or are completed. If the Seller incurs additional costs or expenses by reason of the instructions or information given by the Buyer being incorrect, or due to the lack or insufficiency of instructions, or due to any variations or amendments to the Buyer's requirements for the goods, then such additional cost will be added to the price and will be paid by the Buyer in accordance with these Conditions.
9. The Buyer is required to give written notice to the Seller of any patent defect or other claim, ascertainable upon reasonable inspection of goods, within 30 days after receipt of goods. The Seller shall be given reasonable opportunity to inspect goods where any such notice is given. Failure to so inform the Seller shall be conclusive that the Seller has satisfactorily performed.

TERMS AND CONDITIONS OF SALE (Continued)

10. Any failure by the Seller to deliver within the time stated shall not entitle the Buyer to repudiate the contract with regard to the balance remaining undelivered. If the Buyer requests and the Seller agrees to a deferment of delivery of goods, the date from which delivery is deferred shall be deemed to be the date on which the delivery was to have been made. From that date until the date of actual delivery the Buyer shall pay a storage fee as nominated by the Seller.

11. Goods are warranted to be free from manufacturing defects. Goods which within 365 days after delivery to the Buyer are found to be defective shall, provided they have been used as recommended, properly maintained and subjected only to normal wear and tear, be repaired or replaced at the option of the Seller and at its expense. Such repair or replacement shall be the sole and exclusive remedy of the Buyer and the Seller's liability shall be limited to such repair or replacement.

12. The Seller makes no warranties, either express or implied, as to merchantability, fitness or otherwise with respect to the goods, other than in previous paragraphs and to the extent required by statute. In no event shall the Seller be liable for any prospective profits or special, indirect or consequential damages, or for any expense resulting from use by the Buyer or others of defective goods. The Seller's liability shall in no event be greater than the sale price of the goods.

13. The Seller may subcontract the performance of the whole or any part of this Agreement to any person.

14. The Seller shall not be liable for any representation or warranty given by the Buyer which has not been authorised by the Seller, and the Buyer agrees to indemnify the Seller and keep it indemnified against any loss, claim or expenses suffered by it arising from any breach or alleged breach thereof.

15. Payment shall be made within 7 days from date of invoice or as detailed on the invoice. If the Buyer fails to comply with any terms of payment, the Seller may withhold further deliveries or, at its option, terminate this Agreement, whereupon any unpaid money shall become immediately due. Interest at the rate of 1.5% per month shall, at the Seller's discretion, accrue on all amounts not paid by the due date and such interest shall compound monthly. The payment schedule is contained in the main offer.

16. Until full payment has been received, title to the goods shall remain with the Seller but at the risk of the Buyer. In default of due payment, the Seller may enter the Buyer's premises at any time and without notice to reclaim goods. Until title to the goods passes to the Buyer, the Buyer shall be a bailee only of the goods and shall, unless otherwise agreed by the Seller, separately store the goods so that they are clearly identified as the property of the Seller. Any sale of the goods by the Buyer to a third party before the purchase price has been paid to the Buyer shall be deemed to be an absolute assignment of the proceeds of such sale from the Buyer to the Seller, and the Buyer shall account to the Seller in specie for all proceeds received by the Buyer. The Buyer will concur in directing any third party to pay the proceeds to the Seller and the proceeds will be held in trust for the Seller until paid to the Seller.

17. The Seller may terminate this Agreement by notice in writing to the Buyer if the Buyer makes any assignment for the benefit of creditors, becomes insolvent or unable to pay its debts as they mature, proceedings are commenced by or against the Buyer for winding up of the Buyer, or a receiver of the assets or business of the Buyer is appointed, or if the Buyer commits any act of bankruptcy, enters into liquidation or provisional liquidation or a receiver and manager is appointed over the assets or business of the Buyer.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia, and the Buyer irrevocably submits to the jurisdiction of the Courts of that State and Country.

19. All rights and remedies of the Seller under this Agreement are in addition to the Seller's other rights and remedies, and are cumulative not alternative.