



## **TERMS AND CONDITIONS OF SALE**

### ***1. TERMS APPLY TO ALL CONTRACTS***

These Terms & Conditions apply to and form part of any contract, verbal or written, arising from the Customer's acceptance of the Olsson Industries Pty Ltd/ Pacific Salt Pty Ltd (hereafter referred to as Olsson Pacific) offer and any contract arising from repeat or further orders for the same or similar goods.

### ***2. ACCEPTANCE***

The placing of an order with Olsson Pacific is a full acceptance of these Terms & Conditions and any terms and conditions sought to be introduced by the Customer's order will be disregarded and form no part of the contract.

### ***3. DEFINITIONS & INTERPRETATION***

According to these Terms & Conditions, unless the context otherwise requires

- a.** Goods refers to all products offered for sale by Olsson Pacific.
- b.** Customer refers to parties ordering and/or using the products offered by Olsson Pacific.
- c.** Words importing the singular include the plural and vice versa.
- d.** Terms such as "herein", "hereby", "hereunder", and "hereof" refer to these Terms & Conditions as a whole and not to the Clause or subsidiary Part where those terms appear.
- e.** Headings in UPPERCASE to Clauses are for convenience only and do not affect the meaning or operation of this Agreement.

### ***4. PRICE***

- a.** Unless otherwise stated all prices quoted are exclusive of freight and/or delivery costs, insurance and/or other charges in relation to the transfer of the Goods from the Olsson Pacific premises to the location designated by the Customer.
- b.** Unless otherwise agreed in writing Olsson Pacific reserves the right to vary all prices without notification.

## **5. TERMS & PAYMENT**

- a. Unless stated exclusively and in writing, the trading terms of Olsson Pacific are 30 days from End of month.
- b. If payment is made by cheque which is dishonoured, Olsson Pacific reserves the right to charge the Customer for accounting and bank charges and other fees incurred by it in respect of such dishonour.
- c. It is acknowledged any failure or delay by the Customer in making payment will result in financial loss to Olsson Pacific and in that case Olsson Pacific reserves the right to recover from the Customer a default charge in addition to the price, such charge to be calculated on a daily basis at the rate of 21% per annum upon the outstanding balance of the price and to be payable by way of liquidated damages for breach of contract and not by way of penalty.

## **6. DELIVERY DELAY**

Every endeavour will be made by Olsson Pacific to complete delivery within the period, if any, stated but Olsson Pacific will not in any circumstance be liable for any claim, liability, expense or cost emanating from delay in delivery or no delivery caused by circumstances beyond the control of Olsson Pacific even indirectly effecting the availability of the Goods.

## **7. TITLE TRANSFER**

Title of delivered Goods shall remain with Olsson Pacific until payment has been received in full.

## **8. CLAIMS**

Any claims for non-delivery, damage or deficiency occurring during the delivery must be made in writing within 7 days from the receipt of the delivery. Any claims made beyond that period shall be deemed to be waived.

## **9. EXAMINATION OF GOODS**

The Customer is responsible for the immediate examination of the Goods upon delivery and any deficiency or damage thereof must be reported to Olsson Pacific within 7 days of delivery otherwise no claim for such damage or deficiency shall be considered.

## **10. LIABILITY OF SUPPLIER**

- a. Olsson Pacific shall not be responsible for damage or fault in performance arising out of incorrect or inappropriate use of the Goods by the Customer. The Customer acknowledges that Olsson Pacific gives no warranty as to the fitness of the Goods for the intended

application of the Customer and that the Customer has relied entirely upon its own evaluation thereof.

**b.** The terms and conditions in this agreement that purport to exclude, or limit Olsson Pacific liability shall apply to the extent permitted by Law, provisions of the Trade Practices Act 1974 (as amended) and other Statutes from time to time in force in Australia may imply v/warranties or conditions of impose obligations upon Olsson Pacific that cannot be excluded, restricted or modified except to a limited extent. If any such statutory provision apply then, to the extent to which Olsson Pacific is entitled thereunder to do so, its liability under those statutory provisions shall be limited at the option of Olsson Pacific, where the breach relates to goods, the replacement of the Goods or the supply of equivalent Goods.

## **11. CREDIT**

**a.** Subject to Clause 8, Clause 9 and Clause 10 hereof no Goods may be returned to Olsson Pacific nor credit allowed for such return without the prior approval of Olsson Pacific.

**b.** Any application by the Customer to return goods and receive a credit shall be in writing and shall state the reason for the return and the action requested by the customer on the part of Olsson Pacific.

**c.** Goods wrongly ordered by the Customer and accepted for credit return by Olsson Pacific shall be subject to a 15% re-stocking fee.

**d.** Goods returned for credit will only be accepted if received in original condition.

The following goods cannot be returned under any circumstances:

- I. Any Good specially made or purchased for the Customer;  
and
- II. ii. Any Goods damaged or altered in any way by the Customer.

## **12. GOVERNING LAW**

All contracts subject to these conditions will be construed and enforceable in accordance with the laws of the states of New South Wales, South Australia and Queensland. All claims or disputes arising out of the such contract will be subject to the jurisdiction of the courts of that state.

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