

SPINEFEX TERMS AND CONDITIONS OF SALE AND CREDIT

1. **Price:** Shall be those prevailing at date(s) of delivery, or such pricing as covered in the terms of the written contract. All prices are subject to change without notice unless held for a fixed time period as per written quote.
2. **Taxes:** Unless expressly included in the price list or contract, all prices quoted exclude GST.
3. **Orders:** All orders placed on Spinefex for the supply of goods shall be for buyers of approved credit rating, shall have buyer's order number, shall be priced at time of acceptance of order and shall have full delivery instructions.
4. **Payment:** All accounts are due for payment 30 days from the date of the invoice.
5. **Delivery:** Spinefex will arrange at the buyers expense, to deliver all goods to the address given by the buyer. The method of delivery will be at the discretion of Spinefex and would be within the usual duration of normal carrier service. Should urgency or special delivery be required, all related costs will be borne by the buyer. Spinefex will endeavour to deliver all orders in a single dispatch. If stock holdings at time of dispatch cannot fill the order Spinefex may in its discretion split the deliveries at no extra cost to the buyer.
6. **Risk:** The buyer bears the risk of any loss, damage to, or destruction of the goods due to any cause whatsoever from the time Spinefex gives possession of the goods to a carrier or if Spinefex delivers the goods in its own vehicle from the time of arrival of that vehicle at the place of delivery.
7. **Delay:** Any time for delivery of the goods shall be approximate only, and shall not be deemed to be the essence of the order. The terms of specific contracts to supply, signed by both parties, will be the only exception, i.e. "goods into store by..." clause.
8. **Ownership – Romalpa clause:** Property in the goods shall pass when the company receives full payment from the buyer. If payment is not made for the goods hereon the company reserves the right to remove them from the buyer's storage areas at any time during usual working hours. If the buyer sells goods charged on this invoice then it is deemed any payment the buyer receives is held in trust for the company and is due to be paid to the company on demand. If the goods are incorporated into other times then those items are covered by the clause.
9. **Claims:** The company warrants that it will repair or make good any defects in materials or workmanship arising within the period specified in the contract or, where no time is specified, within 14 days from the date of delivery of the goods. No claim shall be accepted under such warranty unless written notice of the claim is received by the company as soon as reasonably possible after the defect is discovered, nor shall any claim be accepted.
 - a. If any attempt to repair the defective goods is made by any person not authorised by the company to effect such repairs; or
 - b. If the defective goods have been modified or incorrectly stored, maintained, installed or operated.
 - c. Should the company elect to repair any defective goods, such repair shall be effected at such place as the company may specify and the buyer shall be responsible for shipments to the place or places to specified.
10. **Liability:**
 - a. The company shall not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by the buyer arising directly or indirectly from any breach of any of the company's obligation arising under or in connection with the contract or from any cancellation of the contract or from any negligence on the part of the company, its servants, agents or contractors, nor shall the company be liable for any loss, damage or injury caused by the buyer's servants, agents, contractors, customers, visitors, tenants, trespassers or other persons whatsoever (whether similar to the foregoing or not) arising as aforesaid. The buyer shall indemnify the company against any claim by any of the foregoing persons in respect of any loss, damage or injury arising as aforesaid.
 - b. Notwithstanding anything to the contrary herein contained the liability of the company in respect of all claims for loss, damage or injury arising from breach of any of the company's obligations arising under or in connection with the contract, from any cancellation of the contract or from any negligence on the part of the company, its servants, agents or contractors, shall not in aggregate exceed the contract price.
 - c. Notwithstanding the foregoing provision of these conditions of sale, any claims for goods damaged in transit or during unloading must be noted on the delivery docket at the time of delivery and notified to the company within two days after the date of delivery.
11. **Returns:** Spinefex may in its discretion accept goods returned by the buyer. The company shall deduct from the credit given, the sum of 10% of the invoice value of the returned goods plus any such other charges that may be required to restore those items to saleable goods. All transport costs incurred for the return of goods shall be at the original buyer's expense
12. **Performance:** If the company shall at any time deem the credit of the buyer to be unsatisfactory, the company may without prejudice to its other rights and remedies enter upon the premises where the goods are situated and take ownership of and remove the goods without being responsible for any damage thereby caused.