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Terms and Conditions

1. Definitions

“**Buyer**” – the person who acquires Product from Price Plastics;

“**GST**” – any goods and services tax or any other similar tax imposed in Australia;

“**Price Plastics**” – Price Plastics Pty Ltd ABN 84 062 778 441;

“**Product**” – the product agreed to be supplied by Price Plastics to the Buyer.

2. Orders

2.1 Orders may be made in writing or orally. All oral orders must be promptly confirmed in writing.

2.2 Price Plastics is not obliged to accept any order. It may accept an order in whole or in part.

3. Delivery, Title and Risk

- 3.1 Price Plastics will make reasonable endeavours to ensure the Product is available by the agreed delivery date. However Price Plastics has no liability for any delay, howsoever caused, in making the Product available to, or in the delivery of the Product to any person.
- 3.2 Title in the Product remains with Price Plastics until:
- (a) the full price and all other sums payable to Price Plastics are paid; or
 - (b) the Buyer transforms the Product in a process of manufacture.
- 3.3 Where Product is not paid for when due, Price Plastics may retake possession of the Product and may enter any premises controlled by the Buyer to do so.
- 3.4 Risk in the Product passes to the Buyer:
- (a) where Price Plastics arranges and pays for delivery: on delivery to the Buyer, or to the place nominated by the Buyer; and
 - (b) in all other cases: on collection of the Product from Price Plastics.
- 3.5 The Buyer must inspect the Product immediately prior to signing the delivery docket acknowledging delivery.
- 3.6 Price Plastics may deliver Product in instalments.

4. Prices and Payment

- 4.1 The purchase price for the Product is due and payable within 30 days of the end of the month in which the invoice was issued by Price Plastics to the Buyer in respect of the Product, or as otherwise agreed in writing.
- 4.2 Where an invoice remains unpaid after its due date for payment, Price Plastics may at its discretion do one or more of the following:
- (a) withhold further deliveries until all unpaid amounts have been paid;
 - (b) terminate all outstanding orders;
 - (c) charge interest on the amount unpaid from the due date at the rate of 1% per month, compounding until all outstanding amounts are paid;
 - (d) enforce any other right it may have.
- 4.3 GST is payable in addition to the price. GST is payable by the Buyer at the same time as the price for the Product is payable. Price Plastics must issue a tax invoice.

5. Pallets and Containers

Pallets and reusable containers and bags are and remain the property of Price Plastics. They must be returned to Price Plastics by the Buyer as soon as practicable after the Product has been removed from them. The Buyer must compensate Price Plastics for the cost of replacing any such pallets and packaging which are not returned and for the cost of repairing such pallets and packaging that are returned in damaged condition.

6. Warranties, Quality and Claims

- 6.1 Price Plastics warrants that the Product will meet Price Plastics' published specifications at the time risk in the Product passes to the Buyer.
- 6.2 Any description of the Product is to identify the Product and such description does not make any sale a sale by description.
- 6.3 If rights and remedies are conferred on the Buyer which, by law, cannot be excluded, for example, under the *Trade Practices Act 1974* or under similar State and Territory laws, these terms and conditions do not exclude such rights and remedies. However, Price Plastics excludes all other rights, warranties, representations and conditions (including those that are implied) except as are expressly set out in these terms and conditions.
- 6.4 Price Plastics' liability for breach of the warranty in clause 6.1 is:
 - (a) limited to, at Price Plastics option, replacing the defective Product or paying for the cost of replacement; and
 - (b) is conditional upon:
 - (1) the Buyer advising Price Plastics of the defects in the Product within 90 days of risk in the Product passing to the Buyer;
 - (2) the Product being returned to Price Plastics or, at Price Plastics' option allowing Price Plastics to examine the Product.
- 6.5 The liability of Price Plastics for breach of a term, condition, warranty or right that cannot by law be excluded is, at Price Plastics' option, limited to replacing the defective Product, or paying for the cost of replacing the defective Product.
- 6.6 In all other cases, the maximum of Price Plastic's liability to the Buyer for all loss or damage from a breach of these terms and conditions is limited to the price of the Product supplied under the relevant invoice.

7. Force Majeure

If Price Plastics is unable to carry out one or more of its obligations under these conditions wholly, or in part by reason of labour dispute or shortage, raw material shortage, equipment breakdown, or lack of capacity, or any act or cause beyond its reasonable control, then it can suspend its obligations while that event continues. In such circumstances Price Plastics is not liable for any loss or damage suffered by the failure to supply or by the delay in supplying Product.

8. General

8.1 If any term or condition is void, unenforceable or illegal in whole or in part, it is to be deleted to the extent needed for it not to be void, unenforceable or illegal, but the remaining terms and conditions are to remain in full force and effect.

8.2 The law of Victoria governs these terms and conditions.

8.3 The Buyer cannot assign its rights under these terms and conditions without Price Plastics' consent.

8.4 Price Plastics may assign its rights and obligations under these terms and conditions where Price Plastics reasonably believes the assignee can meet Price Plastics' obligations under these terms and conditions.

9. Advice

The Buyer acknowledges that it has relied on its own skills and judgement in deciding to acquire and use the Product.

10. Indemnity in favour of Price Plastics

The Buyer indemnifies Price Plastics against all claims, demands, damages, costs, penalties, suits and liabilities of any nature caused directly or indirectly by the Buyer's acts or omissions or any breach by the Buyer of these terms and conditions.