

The following terms and conditions of sale shall apply to the sale of goods or services ("Goods") by Romheld Australia Pty Ltd ABN 83 069 941 662 (hereinafter referred to as "Romheld") to another party.

**1. DEFINITIONS:**

"Purchaser" means a person whose order for the purchase of Goods is accepted by Romheld.

"Order" means an order or offer to purchase and can be made by the Purchaser in writing.

"Contract" means the contract formed between Romheld and the Purchaser by an order accepted by order acknowledgement.

**2. PRICING:**

Unless otherwise stated, prices are F.I.S. in Australia for all orders/contracts over \$250.00 value, orders with values less than \$250.00 attract a freight charge of \$25.00.

Export prices are F.O.B. Sydney.

All prices are exclusive of GST.

Written quotations are valid for a period of 30 days, all other prices are subject to change without notice.

**3. GST:**

Where applicable, GST will be applied to all invoices at the ruling rate.

**4. TERMS OF PAYMENT:**

Unless otherwise stated, terms of payment are nett cash on delivery or, for approved monthly accounts, within 30 days measured from the end of the month the Goods are delivered to the Purchaser, or the Purchaser's carrier or agent.

Interest may be charged at a rate 4% per annum above the overdraft interest rate charged to Romheld by its bankers on all monies outstanding beyond the terms above, but without prejudice to Romheld's other rights under law in respect of non-payment.

Export orders are to be pre-paid by way of telegraphic transfer.

**5. RETENTION OF TITLE:**

Ownership and property in the Goods delivered remains with Romheld until Romheld has received payment in full of all money owing by the Purchaser to it and if payment is not made by the due date we shall, without prejudice to our other remedies, be entitled to retake possession of the Goods and to recover the deficiency on resale plus cost of repossession from you. For so long as ownership and property in the Goods remain with Romheld, the Purchaser will hold the Goods as bailee for Romheld and the proceeds of sale thereof in trust for Romheld and if payment for the Goods is not made on the due date, Romheld has the right to enter premises to take possession of the Goods.

**6. RISK:**

Risk in the Goods passes to the Purchaser upon delivery (including all risks associated with unloading) or upon title in the Goods passing to the Purchaser, whichever is the earlier.

**7. DELIVERY:**

Romheld will make all reasonable efforts to have the Goods delivered to the Purchaser or his designated agent as agreed between the parties (or if there is no specific agreement then at Romheld's reasonable discretion), but Romheld shall not be liable for (a) any failure to deliver or delay in delivery for any reason; or (b) any damage or loss due to unloading or packaging; or (c) damage to property caused upon entering premises to deliver the Goods. Any costs incurred by Romheld due to any failure by the Purchaser to accept the Goods at the time of delivery will be reimbursed by the Purchaser to Romheld. Except as required by law, Romheld will be under no obligation to accept Goods returned for any reason.

**8. CLAIMS:**

Claims for shortages of Goods should be made in writing immediately upon receipt of the Goods and no claim will be recognized unless made within 7 days from receipt of the consignment in respect of which the shortage is alleged. Claims for non-receipt of goods must be made within 30 days of the date of invoice. Other claims will not be considered unless received within 30 days of receipt of Goods and reference is made to the appropriate delivery docket or invoice number.

**9. RETURN OF GOODS FOR CREDIT:**

Goods will not be accepted for return without prior written approval from Romheld and the return freight prepaid by the Purchaser. Goods returned for credit must be in "as new" condition and will be subject to a re-stocking fee equal to 20% of the original sale value, or \$25.00 per line item (whichever is the greater), unless the return is due to a supply error.

**10. WARRANTIES:**

Romheld makes no warranties in respect of the Goods. The Purchaser must rely solely on the warranties given by the Manufacturer in relation to the Goods. These warranties are detailed in the Romheld website [www.romheldaustralia.com.au](http://www.romheldaustralia.com.au).

In no event is Romheld liable for any indirect, special, economic or consequential loss or damage, loss of revenue, profits, goodwill, bargain or opportunities, loss or corruption of data, loss of anticipated savings incurred or suffered by the Purchaser whether caused by the negligence or otherwise of Romheld and whether or not Romheld was aware or should have been aware of the possibility of such potential loss or damage. Romheld shall not be liable to the Purchaser for loss or damage of any kind caused to the Purchaser by Romheld's delay in delivering Goods or any other act of omission by Romheld under or pursuant to these terms and conditions.

**11. INSURANCE:**

Romheld is under no obligation to insure the Goods after delivery of goods to the Purchaser. This includes goods delivered to wharf, rail or outside carrier.

**12. FORCE MAJEURE:**

Romheld is not liable for failure to perform any contract to the extent and for so long as its performance is prevented or delayed because of;

- a) circumstances outside Romheld's control; or
- b) failure of a supplier to Romheld.

**13. FITNESS FOR PURPOSE:**

The Purchaser agrees that it does not rely on the skill or judgement of Romheld in relation to the suitability of any goods for a particular purpose. Any advice, recommendation, information or assistance provided by Romheld is provided without any liability by Romheld whatsoever.

**14. SPECIFICATIONS AND DRAWINGS:**

Every effort is made to ensure that specifications, drawings and other information in correspondence, catalogues, etc. are correct and accurate, but no warranty is given in respect thereof and Romheld shall not be liable for any error therein.

The Purchaser warrants to Romheld that all drawings and specifications and other design information provided to Romheld for the subsequent manufacture of special orders or tooling are accurate and correct in all respects and do not infringe upon the intellectual property rights of any third party including any copyright, patents, designs or trademarks of a third party.

**15. ACCEPTANCE OF QUOTATIONS:**

Unless otherwise stated in the quotation, quotations shall be open for acceptance for a period of 30 days from the date on which the offer was made unless revoked or replaced by a further offer.

**16. COSTS:**

The Purchaser shall be liable to Romheld for all legal costs incurred by Romheld on a solicitor and client basis, mercantile agent's fees, and other expenses incurred by Romheld in the event of the Purchaser being in breach of any terms or conditions of sale, including the Purchaser failing to comply with Romheld's payment terms.

The Purchaser hereby acknowledges that all costs referred to above shall constitute a liquidated debt recoverable by Romheld in any court proceedings against the Purchaser.

**17. APPLICABLE LAW:**

This document is governed by, and is to be construed in accordance with, the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any court hearing appeals from those courts.