

GENERAL CONDITIONS OF SALE



All sales, order, contracts and quotations are subject to the following general conditions, viz:

1. All quotations, orders and contracts are made on a day-to-day basis of price (i.e. at the listed prices ruling on the date of despatch): prices are therefore subject to any price variation made before or after acceptance of quotation, order or contract and also during the currency of any order and/or contract unless otherwise stated in writing.
2. Unless otherwise arranged payment for goods supplied on credit must be made on or before the last day of the month following the month during which the goods were delivered.
3. For other than cash sales the seller reserves the right to supply only against receipt of a written order or a telephoned order from a listed buyer. Telephoned orders must be confirmed in writing within 24 hours.
4. Acceptance by the seller of an order requesting delivery on a particular day and/or at a specified time shall not constitute an undertaking by the seller to effect delivery on the day or at the time specified, and the seller accepts no responsibility to deliver on any particular day or any particular time nor liability to the buyer or to a third party for inconvenience, loss or damage due to delay in delivery.
5. Bulk tankers can on request be weighed before and after loading on licenced weigh-bridges. Costs (including mileage) for check weighing sought by the buyer or the consignee, shall be borne by the buyer should there be no deficiency.
6. Demurrage will be charged at the rate of \$50.00 per hour for time lost in idle standing of the bulk tankers at place of delivery, caused by circumstances not under the control of the seller.
7. Delivery to a third party or consignee nominated by the buyer will be made only on condition that the seller may either (a) refuse to effect delivery if unable to obtain a receipt for the goods at the delivery point, in which event the buyer shall be liable for transport costs to and from the delivery point; or (b) effect delivery to unattended delivery points at the absolute risk of the buyer.
8. The buyer shall himself be, or hold the consignee, responsible for examination of the goods at the point of delivery, and the seller shall not be liable for any claims concerning quantity or damage, unless the seller's "Consignee's Receipt" shall have been appropriately endorsed at the time of delivery.
9. The seller guarantees that the goods supplied will meet the relevant requirements of the current Australian Standards Specifications.
10. Deliveries under any order and/or contract may be wholly or partially suspended by the seller during such time as the seller may be prevented or hindered from manufacturing, delivering or supplying the goods by war, hostilities, civil commotion, Government order, action or restriction, lockout, strikes, or combinations of workmen, or scarcity of workmen (either in own or any other employ), fire, accidents, breakdowns of machinery, difficulty in obtaining ships, barges, railway wagons or other vehicles, packages, fuel or raw material, the act of God, fogs, storms, or any unforeseen occurrence, but during such period of entire or partial suspension of delivery by the seller, the buyer shall, after giving the seller written notice of his intention to do so, be at liberty to procure elsewhere at his own cost and risk such quantities as may be necessary to permit the work for which it is required to be carried on, and the quantities so obtained shall be deducted from the total quantity to be provided by the seller under such order and/or contract.
11. The sale to the buyer for subsequent re-sale shall not be construed as constituting the buyer an agent for the seller and the buyer shall have no right or authority to act for or commit the seller in any manner or matter whatsoever.
12. Where goods are delivered at the works or premises of the seller to a vehicle provided by or on behalf of the buyer or consignee nominated by the buyer or to a railway truck or other conveyance for consignment to the buyer or to a consignee nominated by the buyer the property in the goods shall pass to the buyer upon such delivery being made. Where goods are transported from the seller's works or premises by a vehicle or other conveyance provided by or on behalf of the seller the property in the goods shall pass to the buyer when the goods are delivered to the buyer or to a consignee nominated by the buyer in accordance with these conditions.
13. Except in so far as any express written undertaking is given by the seller, these conditions are in place of and exclude all other conditions whether implied by statute or otherwise.

GENERAL CONDITIONS OF SALE *(continued)*

14. The seller reserves the following rights in relation to the goods supplied to the buyer until all accounts owed by the buyer to the seller are paid in full:
 - a. The seller reserves ownership of the goods;
 - b. The seller reserves the right to enter the buyer's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods pursuant to this contract;
 - c. The seller reserves the right to keep or resell any goods repossessed pursuant to this clause.

If the goods supplied are resold by the buyer, or products manufactured using the goods are sold, by the buyer, the buyer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of the seller and shall pay such amount to the seller upon request.
15. Cement is sold on the condition that road delivery vehicles picking up from the Port of Brisbane site are required to use Lytton Road.