

ROLLSPACK Pty Ltd - TERMS AND CONDITIONS OF SUPPLY AND SALE

1. Definitions

- 1.1 "Goods" means the articles or things of any of them described in the Order.
"Customer" means the person, firm or company purchasing the goods from Rolls.
"Rolls" means RollsPack Pty Ltd
"Order" means the order placed by the customer for the supply of the goods.
"Quoted price" means the amount set out on the face of this quotation being the total price for which Rolls is prepared to supply the goods at the date of this quotation and unless otherwise indicated **shall not be inclusive of GST** and governmental imposts.

2. Acceptance of Terms

- 2.1 All orders resulting from this quotation are deemed to have been made by the customer and accepted by Rolls upon and subject to the terms and conditions herein.
2.2 The terms and conditions herein and the particulars on the face of this quotation shall represent the entire understanding between Rolls and the customer and no other terms other than any terms that may be implied pursuant to statute shall be implied or otherwise incorporated.

3. Price, Payment, Price Variation

- 3.1 Unless otherwise stated on the face of the quotation the terms of payment are **strictly thirty (30) days from the invoice date**.
3.2 Time is of the essence in relation to the period in which the customer is to pay for the goods.
3.3 Prices are subject to change without notice. The customer acknowledges that unless otherwise specified this quotation is made on the basis of costs prevailing at the date of quotation. Rolls reserves the right to vary the quotation in the event of changes after the date of quotation in:
(a) The cost of wages, salaries, working hours due to any variation under any statute, regulation, award or determination; and
(b) The cost of materials and services used for the purpose of the order.
Rolls reserves the right to withdraw the quoted price at any time.

4. Delivery, 'Unders/Overs' and Bearing of Risk During/After Delivery

- 4.1 Subject to clause 6.2. the goods shall be delivered by Rolls to the customer at the customer's direction within the period specified in the order or if no period is specified, within such reasonable time as may be required for such delivery.
4.2 If for any reason the customer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery, such goods are to be paid in full by the customer within 30 days from that date. Rolls reserves the right to charge the customer for any costs of storage, detention, double cartage and any associated costs incurred at the customer's request or occasioned by the customer's inability or failure to accept delivery of the goods when delivered or ready for delivery.
4.3 During dispatch of the goods from Rolls' premises and until delivery to the customer the risk of loss to or deterioration of the goods from whatever cause shall be borne by the customer. Any goods remaining in Rolls premises pursuant to clause 4.2 herein shall similarly be at the risk of the customer.
4.4 Should delivery or supply of the goods be required by the customer within a period shorter than the normal time required for supply and delivery, every effort will be made by Rolls to supply and deliver the goods free of any defects, but reasonable allowance must be made by the customer in such cases and should delivery necessitate overtime or additional costs being incurred by Rolls, Rolls reserves the right to charge any such additional or increased costs.
4.5 Rolls shall make every endeavour to deliver the quantity of goods ordered, but Rolls reserves the right to deliver against the quantity ordered up to **10% more or less in the case of an order in which the quantity exceeds 1,000 items and 20% more or less in the case of an order in which the quantity of the goods is 1,000 items or less. Rolls shall not be liable to the customer when such variation occurs and the variation shall be charged or deducted pro rata unless otherwise stated. In the case of Rewind, the variation is 25% on orders of 250kgs or less, 10% over 250kgs. Bunting 15% variation on quantity ordered.**
4.6 The customer acknowledges that the price does not include freight or insurance unless specified on the invoice and the customer shall be responsible for the cost of same.

5. Retention of Ownership

- 5.1 **The full legal and beneficial title to any goods delivered by Rolls to the customer shall be retained by and remain in Rolls absolutely until payment in full for the price of goods pursuant to these terms and conditions for any other goods supplied and delivered by Rolls to the customer in respect of which money is owing.**
5.2 Until Rolls receives the full payment of all sums owing by the customer:
(a) The customer agrees with Rolls to keep the goods as bailee for and on behalf of Rolls as bailor and shall ensure that the goods continue to be identified as the property of Rolls.
(b) Rolls may at any time after the period of payment specified in these terms and conditions (and without prejudice to its right to recover unpaid moneys in respect of goods sold and in respect of any loss and damage suffered by it) at any time and without the need to give notice to the customer or to obtain consent of the customer take possession of all goods which remain the property of Rolls. The customer hereby irrevocably grants to Rolls and its servant and agents the right of entry to any premises where Rolls goods may be situated and shall procure the consent to such entry of all persons having interest in the premises for the purposes of Rolls so taking possession of the goods.
5.3 Notwithstanding the provisions of clause 5.1 and 5.2 the customer may sell the goods to a third party in the course of its business and deliver the goods to that party subject to:
(a) Where the customer is paid by the party, the customer holds the whole of the proceeds of sale on trust for Rolls, separately from the customer's own funds; and
(b) Where the customer is not paid by the party, the customer agrees, at the option of Rolls, to assign his claim against that party to Rolls upon Rolls giving the customer notice in writing to that effect.
5.4 If the goods or any part of them are converted into a new object prior to payment by the customer to Rolls or are mixed with or become part of other goods, ("New Product") then until payment of all moneys owing to Rolls:
(a) Rolls has title to the New Product;
(b) The customer holds the New Product as bailee for and on behalf of Rolls.
5.5 Provisions of this clause shall apply notwithstanding an agreement for the provision of credit by Rolls to the customer.
5.6 Notwithstanding the foregoing paragraphs of this clause risk of loss or damage to any goods delivered to the customer shall pass to the customer pursuant to the provisions of clause 4.3.

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6. Cancellation and Suspension of Production

- 6.1 In the event that the customer cancels the order the customer shall be liable to pay to Rolls all costs, damages and expenses incurred by Rolls to the date of such cancellation together with all consequential losses and loss of profits incurred by Rolls as a consequence of cancellation of the order by the customer.
- 6.2 In the event that the customer requests that part of any order be suspended for a period of thirty (30) days or more Rolls shall be entitled to payment in full for the portion of work completed.

7. Limitation of Liability

- 7.1 To the extent permitted by any statutory obligations, no warranty is given by Rolls that work done or goods supplied are suitable for the customer's purposes nor shall Rolls be liable for damage resulting from unsuitability for any purposes, nor for any loss including consequential loss or damage to the customer or other persons or property caused by any act or omission (including negligent acts or omissions) of Rolls or Rolls' agents.
- 7.2 Subject to the provisions of any statutory obligations, Rolls makes no warranty as to the quality, state, condition or fitness of the goods or their compliance with any legislation relating to the marking and/or labelling and/or packaging of such goods and compliance with any such legislation shall be the sole responsibility of the customer.
- 7.3 Clerical errors in computations, typing or otherwise of quotation, invoice, delivery docket, credit note and/or other documents associated with the order shall be subject to correction by Rolls.
- 7.4 To the extent permitted by the statutory obligations, Rolls hereby limits its liability arising in contract or in tort or however otherwise arising for:
- (a) consequential loss or damage caused by or arising out of the use of the goods or occurring in respect of the goods;
 - (b) loss or damage due to negligence or improper use, storage or handling of the goods by the customer.
- 7.5 Rolls failure to insist upon a strict performance of any of these terms and conditions shall not be deemed to be a waiver of its rights and remedies in respect of any default by the customer in the performance or compliance of any of these terms and conditions.
- 7.6 Rolls shall not be liable for any claim by the customer which is greater in amount than the invoice value of the goods claimed to be faulty when delivered and these terms and conditions may be pleaded as a bar to any claim by a customer which exceeds the invoice value of the goods claimed to be faulty when delivered.

8. Force Majeure

- 8.1 Should Rolls be prevented from commencing, continuing or completing the work in accordance with the order by reason of any event beyond Rolls' reasonable control including but not limited to industrial disputes, fires, floods, explosions, rules and regulations or orders of any governmental authority and Rolls' inability to procure goods and materials from its usual source of supply, Rolls obligations under the order shall be suspended while such cause exists and Rolls shall not be liable directly or indirectly for failure to complete the work within any particular time or for any consequential loss or damage suffered by the customer as a result thereof.

9. Proofs

- 9.1 When proofs, artwork, designs or concepts are required, any additional work undertaken by Rolls in relation thereto or any alteration required on the initial proof or any subsequent proofs including alteration in style may be the subject of an additional charge by Rolls to the customer. No responsibility shall be accepted by Rolls for errors in proofs approved by the customer and all such proofs, artwork, designs, concepts and any other pre-print or preparatory work may be retained by Rolls as a lien to secure payment by the customer to Rolls of any amounts outstanding to Rolls from time to time.

10. Intellectual Property

- 10.1 Where goods are produced by Rolls in accordance with specifications or blueprints provided by the customer, the customer warrants to Rolls that it is the owner of the specifications or blueprints and that it has legally acquired such specifications or blueprints and that Rolls shall not be infringing the intellectual property of any other person in producing and delivering the goods and the customer hereby indemnifies Rolls from and against all and any liabilities claims demands action damages costs and expenses which may be incurred by or made brought instituted or awarded against Rolls arising directly or indirectly out of the infringement of any intellectual property of any other person. In this clause the term "*intellectual property*" shall include all patents, trademarks, trade names, logos, designs, symbols, copyright and know how.

11. Acceptance of Goods

- 11.1 **The customer shall inspect the goods immediately on delivery and shall within 7 business days from such delivery give notice in writing to Rolls of any matter or thing by reason of which the customer alleges that the goods are defective or are not in accordance with the order.** If the customer shall fail to give such notice the goods shall be deemed to be in all respects in accordance with the order and the customer shall be bound to accept and pay for the same accordingly.
- 11.2 Acceptance of delivery by Rolls of goods returned for credit does not signify agreement to issue a credit note.

12. Pallets

- 12.1 At all times Rolls retains the right of possession of any pallets used for delivery of the goods and the customer agrees to indemnify Rolls in respect of any pallets not returned in good order and condition to Rolls.

13. Guarantee

- 13.1 If the customer is a limited company, Rolls reserves the right to request a guarantee and indemnity from all or any of the Directors of that company and the Directors hereby agree to execute same if and when so required.

14. Governing Law

- 14.1 These terms and conditions shall be governed by the laws in force in the State of Victoria.