

TERMS AND CONDITIONS OF SALE

Definitions

- 1.1 "The Schedule" means the details of the Customer the Seller and the Quotation/Order as stated overleaf.
- 1.2 "The Seller" means Dolphin Plastics Pty Ltd and includes its representatives, servants, agents and employees.
- 1.3 "The Customer means the party named in the Schedule.
- 1.4 "The Goods means any products or services to be supplied by the Seller.

Quotes

- 2.1 All prices quoted are based on the Customers immediate acceptance of the quote and the order being for the whole quantity or number as stated in the Schedule.
- 2.2 All prices quoted are based on the current raw material costs to the Seller and any variation to the raw material costs will be borne by the Customer as an extra and added to the Customers account.
- 2.3 Should the Seller be unable to complete the manufacture of the Goods due to inability to source suitable materials, manufacturing equipment failure, or at the absolute discretion of the Seller for any other commercial consideration, then the Seller hereby reserves the right to cancel the order and the Seller shall not be liable for any loss or damage of any kind whatsoever caused to the Customer arising from the failure to supply the Goods.

Description of Goods

- 3.1 The Customer by signing the Quotation/Order overleaf hereby acknowledges that the Seller has correctly interpreted all of the Customers written and verbal instructions and the Seller shall not be liable for any loss or damage of any kind whatsoever caused to the Customer arising from any alleged misinterpretation of the Customers instructions by the Seller.
- 3.2 If after acceptance of the Quotation the Customer requires any alterations to the order, such alterations shall be charged as an extra and added to the Customers account.

Quantity Delivered

- 4.1 All customised orders may vary from the quantity ordered as follows:
 - (1) Quote up to and including 1,000 kilograms +/- 20%.
 - (2) Orders over 1,000 kilograms +/- 10%.
 - (3) Quote up to and including 10,000 pieces +/- 20%.
 - (4) Over 10,000 pieces +/- 10%.

Suitability of Goods

- 5.1 No warranty is given or shall be implied that the goods sold are suitable in size, shape, capacity, quantity or otherwise for the purpose the goods are ordered and the Seller shall not be liable for any loss or damage of any kind whatsoever caused to the Customer arising from the unsuitability of the goods for any purpose for which the said goods may be used.
- 5.2 Goods will comply with Australian Standard 1326-1972.
- 5.3 The Customer warrants that the instructions given to the Seller comply with all statutory requirements relating to the making and/or labelling and/or packing of products and no warranty is given or liability accepted by the Seller that the goods produced by the Seller on the Customers request comply with the requirements of any applicable legislation.
- 5.4 The Customer must notify the Seller of any alleged defects in the goods supplied within 7 days of receipt of goods. If the aforesaid notice is not given then the goods are deemed to have been delivered to the Customers satisfaction.

Proofs

- 6.1 All quotations for printing are for one proof only and such proof will be supplied to the Customer on request, should the Customer require additional copies these will be charged as an extra and it is at the Seller's absolute discretion whether to supply such additional copies.
- 6.2 Any additions to the proof, alterations to copy, rearrangements of type or any other changes required by the Customer to the proof after it is submitted will be charged as an extra to the Customers account.
- 6.3 The Seller accepts no responsibility and shall not be liable for any loss or damage of any kind whatsoever caused to the Customer arising from errors in proofs passed by the Customer.
- 6.4 Any work of an experimental nature produced at the request of the Customer is deemed an order and will be charged to the Customers account.

Delivery

- 7.1 Any date quoted for completion and delivery of the order is an estimate only and is subject to availability of materials and other circumstances beyond the control of the Seller and the Seller shall not be liable for any loss or damage of any kind caused to the Customer arising from the late delivery or supply of the Goods.
- 7.2 If the Seller is unable to arrange delivery of the Customers completed order within 30 days of completion of the order due to circumstances beyond the Sellers control then the Seller hereby reserves the right to demand payment in full for the order from the Customer.

Payment

- 8.1 Payment for the order is strictly 28 days from statement unless an alternative payment arrangement has been agreed upon by the Seller and such alternative arrangement is confirmed by the Seller on the invoice supplied by the Seller to the Customer.
- 8.2 Finance charge of 17%p.a. calculated on a daily basis or \$10-/month (whichever is the greater) for accounts not settled by the last day of the month due.
- 8.3 Orders less than \$250- in value require payment prior to dispatch.
- 8.4 Notwithstanding Clause 5.1 if the Customer requests a suspension of work for any period exceeding 30days the Seller reserves the right to demand full payment for any work or part of an order completed.
- 8.5 Credit card payments will incur a 1% charge.
- 8.6 Credit card payments made after the due date will incur a 2% charge.

Lien

- 9.1 Notwithstanding delivery of the Goods to the Customer, title to each and every item of the Goods shall pass to the Customer only on the date of payment in full and in the case of payment by cheque, upon such cheque being honoured upon presentation.

- 9.2 In the event of the Customer defaulting in any of the terms of this agreement including the payment of any monies due under the agreement then the Seller shall have the right (without serving notice) to retake possession of Goods supplied to the Customer by the Seller and the Seller hereby authorizes the Seller to enter the premises upon which the Goods are housed or stored for the purpose of reclaiming possession of the same.
- 9.3 The Seller shall not be liable for any cost, losses damages, expenses or any monies or losses suffered by the Customer as a result of the Seller reclaiming possession of any Goods pursuant to the provisions of Clause 9.2 herein.

Guarantee

- 10.1 The Customer does hereby unconditionally (jointly and severally where there is more than one Customer) guarantee the Customers obligations under this agreement and indemnifies the Seller against any loss or liability the Seller incurs arising from or connected with the Customers obligations hereunder.