



Steel Processing Services

GENERAL TERMS AND CONDITIONS OF SALE

These Conditions of Sale apply to all contracts of sale entered into with ROLLCO PTY. LIMITED ABN 23 002 155 688.

1. The word "Company" shall mean and include ROLLCO PTY LIMITED and any related body corporate with the meaning of Section 50 of the Corporations Law.
2. In these Conditions of Sale, the singular shall include the plural and vice versa and reference to one gender shall include all genders as the case requires.
3. A quotation, tender or price given by the Company is valid for 30 days, but no contractual relationship shall arise until the Customer's order has been accepted by the Company in writing. It is the Customer's responsibility to ensure the quote details are correct and that the goods to be supplied by the Company are suitable for the intended use.
4. Quotations are based on the current price of materials (which are used in manufacture) supplied to the Company. If the cost of these materials to the Company increases prior to the Customer's acceptance of the Company's quote, any increase in price will be passed on to the Customer.
5. Risk in relation to the goods supplied by the Company ceases at the point of delivery. Where goods are shipped F.O.B. or F.O.R. it will be incumbent on the Customer to specify in writing or on his official order any insurance to be taken out on his behalf.
6. The Customer or its representatives may enter the Company's premises providing that such representatives give reasonable notice of their intention to attend and entry will only be permitted when the representative signs an undertaking to abide by all Statutory and Company policies, procedures and signage concerning entry to the premises (including the necessity to wear safety equipment and to undertake such induction as may be required).
7. Delivery dates are forecast as accurately as possible and every endeavour will be made to affect delivery by the delivery date specified, by reference to known work loads and all available information. If, however, unforeseen delays are caused due to strikes, lock outs, breakdowns, accidents, delays in transport or in obtaining supplies, Act of God, war, fire and other causes beyond the Company's control, then, the Company can vary the contract without penalty to increase the time for delivery.
8. The Customer agrees that the Company will not be liable for any damage, loss, penalty or claim (including consequential loss) arising out of a failure to deliver the goods by the delivery date, or due to an allegation that the goods are not fit for their intended purpose or, for any fault arising from the design of the goods. This clause may be pleaded as a bar to any proceedings, claim or demand made by the Customer alleging loss and damage arising from delay in delivery or a claim that the goods are not fit for their intended use.
9. Upon delivery, the Customer must check materials supplied for size and quality. All descriptions, characteristics and particulars provided by the Company are approximate only. The Customer must satisfy himself as to the fitness of the goods and services for the particular purpose in question. The Customer does not rely on the skill or judgment of the Company or of any person on the Company's behalf by whom any antecedent negotiations are conducted, to satisfy himself as to the said fitness. The Company does not accept responsibility for any loss or damage suffered by the Customer (including consequential loss) arising out of work carried out on the goods by the Company.
10. Subject to the qualifications contained in Section 68A of the Trade Practices Act 1974, should the Company be liable for breach of a condition of warranty mandatorily implied by law, its liability for such breach shall be limited to one of the following as determined by the Company.
 - i. In the case of Goods: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring similar goods; or the payment of having the goods repaired.
 - ii. In the case of Services; the supplying of the services again; or the payment of the cost of having the services supplied again.The Company will accept no responsibility for the loss of profits or damage arising out of non-delivery or delayed delivery or non-fitness for purpose, unless expressly agreed in writing by the Company.
11. The Company shall not be liable for any claims whatsoever unless made in writing within 48 hours after delivery.
12. a) Property in and ownership of any goods supplied does not pass to the Customer until all monies due to the Company by the customer for all goods supplied by the Company to the Customer at any time has been paid in full. This clause shall have effect notwithstanding that the goods may have been used by the Customer in some manufacturing, construction or other process.
b) Until the Company receives payment in full for all goods supplied to the Customer, the Customer shall hold the goods as a fiduciary agent and/or bailee of the Company. The Customer must store the goods separately from all other goods and ensure that the goods are clearly identifiable as the Company's goods.
c) The Company may without prejudice to any other rights and without liability to any person in trespass or otherwise enter the premises of the Customer where the goods are located and recover possession of the goods if:
 - i. payment has not been made for all goods supplied by the Company to the Customer at any time; or
 - ii. the Customer has a liquidator, provisional liquidator, receiver, receiver and manager, mortgagee agent, administrator, deed administrator appointed to it or enters into any scheme of arrangement with its creditors or any other form of insolvency, administration or (in the case of an individual) commits an act of bankruptcy.
d) If, before property in and ownership of the goods passes to the Customer, the Customer sells or otherwise deals with any interest in the goods in any form to a third party (including when the goods have been mixed with other goods by manufacturing or otherwise) the Customer does so solely as a trustee for the Company. The Customer will keep separate and hold on trust for the Company all monies received and property purchased with such monies from such sale or dealing as relates to the goods. For the purposes of this clause, such part of any monies received (whether the goods have been sold or used in some manufacturing or construction process) that relates to the goods shall equal in dollar terms the total amount owing by the Customer to the Company for the supply of any goods by the Company to the Customer at the time of receipt of such monies.
13. The Contract created by the acceptance of the Customer's order shall be governed by and construed in accordance with the laws for the time being of New South Wales and any disputes arising there-under shall be arbitrated in such State in accordance with the provisions of the Commercial Arbitration Act, 1984 (NSW) and any amendments thereto or any Act in substitution thereof.
14. In the case of credit terms being agreed to by the Company and unless previously agreed in writing by the Company, the goods must be paid for by the last day of the month following the month of purchase ("the due date"), time in this regard is of the essence of this agreement. The Company reserves the right to charge interest on any part or all of any account which remains unpaid after the due date at ANZ Bank's overdraft rate as published in the Australian Financial Review plus 4% calculated daily.
15. The Customer shall not be entitled to transfer or assign the order to another party without the written consent of the Company.
16. The Customer warrants that the provision of services or the supply of goods by the Company will not infringe the intellectual property rights of another third party. The Customer indemnifies the Company for any loss, damage or expense (including legal costs on an indemnity basis) arising from the alleged infringements of any patent, registered designs, trademarks or intellectual property in relation to the order.
17. If the Customer unreasonably either fails to collect or, arranges for the collection of completed goods from the Company's premises within 28 days of receiving notice from the Company that the goods are complete and ready for dispatch then the Company will:
 - i. give the Customer 14 days notice to remove the completed goods at the Customer's expense (together with paying any outstanding costs associated with the manufacture or storage of the goods); and
 - ii. in the absence of the goods being removed, the Company will either at its own discretion remove the goods from its premises into storage which shall be at the Customer's expense or, proceed to sell the items at a public auction and use the proceeds of sale to firstly pay any sum of money outstanding to the Company and, for storage costs before accounting to the Customer for the balance.
18. If any one or more of the provisions contained in these conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of these conditions but these conditions shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.