



## Terms and Conditions

### Kelseal Rubber Pty Ltd

#### **TERMS AND CONDITIONS ORDERS WILL ONLY BE ACCEPTED UNDER THE FOLLOWING TERMS**

1. All prices will be those ruling at the date of invoice and will be quoted ex-works.
2. In the case of delays caused by circumstances beyond the control of Kelseal Rubber Pty Ltd, they have the right to suspend deliveries or cancel the contract without liability.
3. If the goods do not conform to the delivery note the customer must notify Kelseal Rubber Pty Ltd as soon as reasonably possible, but in any event, not later than 7 days from receipt of a delivery note. Any complaint concerning the quality of a product must be accompanied by:
  - a) Where reasonably practicable, a specimen of the article showing the reported defect.
  - b) A sample taken from the same consignment in its original packing showing the reference used for identification.
  - c) No claim will be accepted unless these conditions are met.
4. Any grant of credit facilities are made on the condition that payment of invoice is made by 30 days nett and no statements are issued. Kelseal Rubber Pty Ltd reserves the right to withdraw credit facilities forthwith if this condition is not observed.
5. Customers are not entitled to withhold payment of invoices nor to make deductions of invoices on account of any claim against the Kelseal Rubber Pty Ltd of any nature whatsoever.
6. Any stated delivery date constitute only a warranty by the Kelseal Rubber Pty Ltd to use reasonable endeavours to effect delivery by, or about, that date. No liability will be accepted by the Kelseal Rubber Pty Ltd for failure to meet the delivery date, however caused.
7. Unless otherwise agreed and solely for the purpose of securing the payment of sums due to the Kelseal Rubber Pty Ltd from the customer, Kelseal Rubber Pty Ltd retains the title to all products supplied by the Kelseal Rubber Pty Ltd until payment of all amounts due from the customer have been received. The buyer is nevertheless responsible for cover against all risks of loss, damage or destruction of such goods until payment and shall store and label all goods belonging to the Kelseal Rubber Pty Ltd for which payment has not been made so that they can be identified as the property of the Kelseal Rubber Pty Ltd.
8. In the event of the customer being unable to pay its debts, the Kelseal Rubber Pty Ltd may enter the customers' premises or the premises of an associated company and recover products, which are its property by virtue of clause 6.
9. In the case of legal disputes, the law and the courts of contract shall be those of the supplier and not that of the customer whether or not the order was placed by letter, e-mail, telephone, facsimile or by any other means.
10. It is hereby agreed that the contract has been made at the supplier's place of business.
11. All orders are accepted by the text on our 'Acknowledgement of Order' form.
12. Prices will be those ruling on the date of despatch, unless otherwise agreed on order documents exchange.
13. The purchaser shall reply upon their own knowledge as to the suitability of all supplied for any particular purpose or for use under any specific conditions.
14. Customers intending to return goods for any reason must first obtain the Kelseal Rubber Pty Ltd



agreement in writing; otherwise no liability will be accepted for any such goods in any respect whatsoever.

15. Kelseal Rubber Pty Ltd does not normally provide credit terms unless they are negotiated and agreed in writing in advance of an order being placed and/or accepted.

16. Kelseal Rubber Pty Ltd may extend payment terms, which must be agreed in writing and which are stated on all invoices & acceptances etc, once they have been negotiated. Payment terms once agreed shall take preference over all references, rating or normal practices.

17. The Company shall not in any event be liable; for indirect or consequential loss or damage (including loss of profits) or expenditure howsoever caused, for any claims howsoever arising in respect of goods, which have been converted after leaving the premises. Where work is defective for any reason, the company's basis of self-cost.

18. Cancellations and Consignments; After acceptance of any order of the Customer by the Company, orders shall not be subject to cancellation without the consent of the Company. In the event that the Customer purports to cancel an order with the consent of the Company, as aforesaid, then, without prejudice to any other rights the customer may have, the Customer will indemnify and hold harmless the Company against all direct, indirect and consequential loss or damage and shall, in particular, be bound to accept delivery of those goods produced or partly up to the date of cancellation and the Customer will also be liable to pay in full for the cost of any materials, tooling or equipment purchased specially for the manufacture of his order. If a Contract is entered into for delivery by consignments, no defect in or cancellation of any consignment shall affect the remainder of the contract, each consignment being deemed to be a separate Contract.

19. Unless you notify Kelseal Rubber Pty Ltd by return of post that exception is taken to any of the above items or clauses, then the contract terms stated herein shall be applied in every way as the only formal terms of the contract, unless it is agreed in writing that it shall be otherwise.