

## **Standard Conditions of Sale**

- **1 PAYMENT**
- 2 CLAIMS

Terms of payment are nett cash.

- No claims for short weight, shortage of, or damage to, goods will be made unless:
  - (a) written notice thereof is received by Total Steel Australia Pty Ltd within seven days after date of delivery.
  - (b) the purchaser of the goods in respect of which any such claim is made shall preserve them intact as delivered for a period of seven days after such notice is given.
  - (c) within such time, arrange for Total Steel of Australia Pty Ltd's representative to have access to the goods for the purpose of survey and inspection.
- **3 WARRANTY** The Goods and/or Materials are to be of the usual standard of goods and/or materials of the class in question, and Total Steel of Australia Pty Ltd shall not be liable for any expenditure damages and/or loss directly or indirectly out of the use by the purchaser of the goods supplied however such expenditure, damage or loss shall arise and whether from any defects in the goods or otherwise. Total Steel of Australia Pty Ltd's liability is strictly limited to replacement of any defective goods upon such defective goods being returned properly packed with freight prepaid to Total Steel of Australia Pty Ltd.
- **4 CANCELLATIONS** In the event of a cancellation of any order or any part thereof before the goods are despatched/manufactured, Total Steel of Australia Pty Ltd shall be entitled to retain any deposit paid by the customer without any refund or deduction whatsoever. Where no deposit has been paid the purchaser shall pay to Total Steel of Australia Pty Ltd upon any such cancellation a sum equivalent to 5% of the gross value of the accepted order. After despatch/manufacturing of the goods, no order shall be cancelled without the consent of Total Steel of Australia Pty Ltd in writing.
- All products are sold subject to the usual trade tolerances over and/or under in respect of **5 TOLERANCES** gauges dimensions and cutting.
- **6 PROPERTY** Goods supplied by Total Steel of Australia Pty Ltd shall be at the Purchaser's risk immediately on delivery to the Purchaser or into custody on the Purchaser's behalf (whichever is the earlier). Property in the goods supplied by Total Steel of Australia Pty Ltd will pass to the Purchaser upon payment in full of the purchase price thereof.
- **7 ALTERNATIVE** Any amendment, variation, deletion or addition to the above terms and conditions shall CONDITIONS neither be made nor be binding upon Total Steel of Australia Pty Ltd without the written approval of Total Steel of Australia Pty Ltd thereto signed by an officer of the Company duly authorised for such purpose by the Board of Directors.

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