

**(1) GENERAL**

- a) These Terms form an integral and fundamental part of the quotation submitted by Rimco and shall be embodied in and form part of the Agreement between Rimco and the Purchaser of the Goods.
- b) Goods means the products and/or services specified overleaf or elsewhere.
- c) These terms shall be governed by and construed by in accordance with the laws of Western Australia.
- d) These terms (including any quotation) may not be varied except in writing and signed by a duly authorised manager of Rimco.

**(2) REPRESENTATIONS**

- a) A quotation provided by Rimco may be withdrawn at any time. Unless withdrawn, each Rimco quotation is open for acceptance within the period stated on the quotation or, when no period is stated, within thirty (30) days after the date of the quotation.
- b) The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of the terms and conditions of the sale of Goods.
- c) All Goods to be supplied by Rimco shall be described on the purchase order agreed by Rimco and the Purchaser. The description on the agreed purchase order shall prevail over all other descriptions including any Purchaser's specification or enquiry.

**(3) PRICE AND PAYMENT**

- a) Unless otherwise stated, all prices quoted by Rimco are nett, exclusive of GST.
- b) Payment of the purchase price shall be made on or before the 30th day following the date of issue by Rimco of an invoice for the Goods unless other terms of payment are expressly stated herein in writing.

**(4) RIGHTS IN RELATION TO GOODS**

Rimco reserves the following rights in relation to the Goods until all accounts owed by the Purchaser to Rimco are fully paid and any cheques cleared.

- a) Legal ownership of the Goods;
- b) To enter the Purchaser's premises (or the premises of any associated company or agent where the Goods are located) without liability for trespass or any resulting damages in order to retake possession of the Goods; and
- c) To keep or re-sell any Goods repossessed pursuant to (b) above. If the Goods are resold or products are manufactured using the Goods the proceeds from such sale or products shall be deposited in a separate identifiable account as the beneficial property of Rimco and the Purchaser shall pay such amount to Rimco upon request.

Notwithstanding the provisions above, Rimco shall be entitled to maintain an action against the Purchaser for the purchase price and the risk of the Goods shall pass to the Purchaser from the moment of delivery.

**(5) RETURN OF GOODS**

Rimco will not accept returns later than 5 working days after delivery.

**(6) CANCELLATION**

No order may be cancelled except with Rimco's consent in writing and on terms which will indemnify Rimco against

losses.

**(7) LIABILITY**

- a) Rimco shall not be under any liability to the Purchaser if it is unable to provide the Goods either at all or in part to the Purchaser by reason of fire, accident, theft, loss, flood, storm, tempest, earthquake, strike, industrial dispute, war, hostilities, riot, Act of God or any Government act or regulation (whether Commonwealth, State, or Local) or any cause beyond the control of Rimco.
- b) Rimco is not responsible for any loss or damage to goods in transit, except to the extent that Rimco's transit insurance or the carrier's insurance applies. Rimco shall render the Purchaser such assistance as may be necessary to press claims on carriers provided the Purchaser shall have notified Rimco in writing immediately loss or damage is discovered and within a reasonable timeframe.
- c) Rimco's liability for Goods manufactured by it is limited to making good any defects by repairing the same or at Rimco's option by replacement within a period not exceeding twenty four (24) calendar months after the Goods have been despatched provided that:-
  - i. defects have arisen solely from faulty materials or workmanship;
  - ii. the Goods have not received maltreatment, inattention or interference;
- d) Where the goods are not manufactured by Rimco, the guarantee of the manufacturer thereof shall be accepted by the Purchaser and is the only guarantee given to the Purchaser in respect of the Goods
- e) Except as provided herein, all express and implied warranties, guarantees and conditions under statute or general law as to description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded.

**(8) APPLICABLE LAW**

These terms and conditions shall be read subject to any implied terms and conditions or warranties imposed by the Competition and Consumer Act 2010 and any other Commonwealth or State Legislation as may be applicable and which prevents, either expressly or impliedly, the exclusion or modification of any such terms, conditions or warranties.