

**TERMS AND CONDITIONS OF SALE (“Terms”)**

**1. DEFINITIONS**

“Additional Charges”	All delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the purchase price, payable by the Customer to Sefar arising out of the sale of the Goods.
“Consequential Loss”	Increased costs or expenses, loss of revenue, loss of profit or anticipated profit, loss of business, loss of business reputation, loss of opportunities, loss of anticipated savings, loss of goodwill, loss of expense resulting from a claim by a third party, special or indirect loss or damage of any nature whatsoever caused by Sefar’s failure to complete or delay in completing the order to deliver the Goods, and any other loss suffered by a party as a result of a breach of these terms and conditions that cannot reasonably be considered to arise directly and naturally from that breach.
“Delivery”	In relation to Goods, that point in time when the Goods are collected by or delivered to the Customer by Sefar and in relation to Services, when those Services have been carried out by or on behalf of Sefar.
“Force Majeure Event”	Any event outside the reasonable control of Sefar including acts of God, war, riots, strikes, lock outs, trade disputes, break downs, mechanical failures, interruptions of transport, government action or any other cause whatsoever, whether or not of a like nature to those specified above.
“Goods”	The goods sold to the Customer by Sefar and includes any services provided by Sefar to Customer.
“GST”	Goods and Services Tax payable under, A New Tax System (Goods and Services Tax) Act 1999.
“Intellectual Property Right”	Any patent, registered design, patent, trademark, copy-right, trade secret or any other proprietary right of a third party or parties, registered or unregistered, in any country.
“Quotation”	A quotation given by Sefar to the Customer, whether in writing or otherwise.
“Sefar”	Sefar Pty Ltd its officers and employees and any related corporation.
“You” or “Customer”	The person, firm or company purchasing the Goods to which these terms and conditions apply.

**2. ORDER FOR GOODS**

- (a) An order given to Sefar is binding on Sefar and the Customer, if:
  - (i) a written acceptance is signed for or on behalf of Sefar; or
  - (ii) the Goods are supplied by Sefar in accordance with the order.
- (b) An acceptance of the order by Sefar is then to be an acceptance of these Terms by Sefar and the Customer and these Terms will override any conditions contained in the Customer’s order. Sefar reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods to the Customer. No order is binding on Sefar until accepted by it.
- (c) An order which has been accepted in whole or in part by Sefar cannot be cancelled by the Customer without obtaining the prior written approval of Sefar, which it may refuse in its absolute discretion. Where cancellation is approved by Sefar, and except where Sefar has incorrectly supplied Goods or provided faulty Goods, Sefar reserves the right to claim payment from the Customer and Customer agrees to pay, all costs and fees

associated with the return of Goods including but not limited to restocking, return transport, labour and administration costs.

- (d) Goods returned in a damaged condition will not be accepted and no refunds or credits will be given. It is the responsibility of the Customer to inspect the Goods prior to acceptance and report any damage in writing (including email) to Sefar within 24 hours of Delivery.
- (e) To the extent permissible by law if a cancelled Order has reached a point in manufacture, installation and/or supply at the time of cancellation in which costs have been incurred, then those costs will be borne by the Customer even if no actual Goods can be or were supplied.
- (f) If a postponed Delivery is caused by the Customer, Sefar reserves the right to have the Customer's Goods placed in storage at the Customer's expense and risk and Sefar will invoice the Customer and will require payment within 7 days for all costs associated with the storage of these Goods.
- (g) To the extent permissible by law, Sefar is not liable for any costs or claims arising from a failure by the Customer to understand documentation and/or drawings related to the Goods or Services.

### **3. PAYMENT AND INTEREST**

- (a) All sums payable to Sefar pursuant to these terms and conditions shall be paid in full not later than 30 days from the date of invoice or on such terms as Sefar may otherwise notify in writing.
- (b) Where any sum payable to Sefar by the Customer is more than 30 days in arrears, Sefar may at its discretion charge interest on that sum at the rate of 1.5% per month and such amount of interest shall be a separate debt which shall be immediately due and payable by the Customer on demand by Sefar.

### **4. PRICING**

- (a) Prices are subject to change without notice as are terms and conditions of sale.
- (b) All prices quoted are exclusive of GST. The total price to be paid by the Customer is the total of the GST exclusive value of Goods, the GST and any Additional Charges (if applicable).

### **5. DELIVERY**

- (a) The times quoted for Delivery are estimates only and Sefar accepts no liability for failure or delay in Delivery of Goods. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in Delivery. Goods may be delivered by instalments at the discretion of Sefar.
- (b) Risk in accepting the Goods passes on Delivery to the Customer.
- (c) All Goods are quoted ex works by Sefar and a delivery charge will apply unless special conditions have been negotiated. Goods will be delivered by our nominated carrier unless specified by the Customer. Whilst every endeavor will be made to meet delivery requirements, Sefar shall not be liable for failure to deliver or delays in delivering occasioned by acts of God, War, Labor difficulties, inability to obtain materials, or any other causes whatsoever beyond our control nor will Sefar be liable for any loss of trade or income as a result of any delay in the production or delivery of the Goods.
- (d) Sefar will not be liable for any damage whether in contract, tort or otherwise and whether direct or indirect arising out of any delay in delivery of the Goods.

### **6. CLAIMS**

- (a) All claims must be made in writing and received by Sefar within ten days after receipt of merchandise.
- (b) If a shipment is received in a damaged condition, a claim must be filed with the delivering carrier and noted on the freight bill before buyer accepts the merchandise.

**7. LIMITATION OF LIABILITY**

- (a) Our sole obligation under this warranty is to repair or replace, at our option, the Goods or any of its part or parts thereof found to be defective. Any claims to be made against Sefar for short delivery of Goods or the return of Goods must be lodged with Sefar in writing within 7 days of the delivery date in accordance with our returns and claims policy.
- (b) Sefar make no other representation or warranty, express or implied, including, but not limited to, any implied warranty of merchantability of fitness for a particular purpose. Sefar shall not be liable for cartage, labour, consequential loss or contingent liabilities. Any liability however arising shall not in any event exceed the contract price for the Goods.

**8. WARRANTY ON PRODUCT CHARACTERISTICS**

- (a) The warranty on the specified characteristics lasts for two years and commences on delivery, provided that following storage conditions are satisfied: temperature 10-30 °C; dry/low humidity; protected from light/UV light. For organic products and products containing organic parts the warranty period is limited to the specified lifespan of such products.

**9. RETURNS**

- (a) Goods may only be returned after prior arrangements with Sefar. Only standard products may be returned, if in original condition and resaleable, within ten days after receipt of merchandise, whereby a restocking fee equivalent to 20% in the purchase price will apply.
- (b) Special fabricated products are not returnable and will be billed.

**10. INTELLECTUAL PROPERTY**

- (a) All branding and artwork provided by the Customer is the intellectual property of the Customer. Artwork and branding supplied will only be used for the purposes of satisfying these Terms.
- (b) The Customer warrants that the use by Sefar of any intellectual property provided by Customer to Sefar so that Sefar may provide the Goods and/or Services under these Terms does not infringe any Intellectual Property Rights.
- (c) The Customer must indemnify and keep indemnified Sefar against any and all liabilities, expenses, losses and/or damages including attorney's fees whether direct, indirect or consequential, arising from a third party, alleging that the Goods infringe the Intellectual Property Right of the third party due to Sefar's use in the production of the Goods of any branding, artwork or other intellectual property provided to Sefar by the Customer.

**11. RETENTION OF TITLE**

- (a) It is expressly agreed and declared that title of the Goods shall not pass to you until payment in full of the purchase price. You shall in the meantime take custody of the Goods and retain them as our fiduciary agent and bailee.
- (b) You may resell but only as our fiduciary agent. Any right to bind us to any liability to any third party by contract or otherwise is hereby expressly negated. Any such resale is to be at arm's length and on market terms and pending resale or utilization in any manufacturing processing is to be kept separate from its own, properly stored, protected and insured.
- (c) You will receive all proceeds whether tangible or intangible direct or indirect of any dealing with the Goods in trust for us and will keep such proceeds in a separate account until the liability to us has been discharged.
- (d) Sefar is authorized to appropriate payments to such goods and accounts as it thinks fit not withstanding any appropriation by you to the contrary.
- (e) In the event that you use the Goods in some manufacturing or construction process of its own or some party of its own or some third party, then you shall hold such party of the proceeds of manufacturing or constructing process as relates to the Goods in trust for Sefar. Such parts shall be deemed to equal in dollar terms the amount owing to Sefar by you at the time of the receipt of such proceeds.

**12. Sefar is authorized to enter upon the Customers' premises, and take all reasonable steps, to take possession of any goods/product in respect of which title has not passed. ON-SALE**

- (a) The Customer agrees that upon the on-sale of any Goods to third parties, it will:
  - (i) inform any third party involved of these Terms;
  - (ii) inform any third party of Sefar's product warranties if any; and
  - (iii) not make any misrepresentations to third parties about the Goods.

**13. INDEMNITY**

- (a) To the full extent permitted by law, Customer will indemnify Sefar and keep Sefar indemnified from and against any liability and any loss or damage Sefar may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms by Customer or its representatives and arising from Sefar exercising any of its rights under these Terms including the right to repossess the Goods.
- (b) The Customer will indemnify Sefar against any liability for trespass, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Sefar suffers, incurs or is liable to in respect of Sefar's rights to repossess goods referred to in these Terms.

**14. MISCELLANEOUS**

- (a) These terms and conditions comprise the entire agreement between the parties ("Agreement"). There are no collateral representations, warranties, agreement or undertakings of any nature whatsoever. This Agreement shall not be cancelled or altered except by written agreement between an authorized officer of Sefar and an authorized representative of the Customer. Any conditions found to be void, unenforceable or illegal may, to that extent be severed from this Agreement.
- (b) The laws of the State of New South Wales shall apply to any matter arising out of these Terms & Conditions and it is expressly agreed that the State of New South Wales is the proper forum for the determinations of any matter arising out of these Terms & Conditions.

**15. FORCE MAJEURE**

- (a) Sefar will not be liable for the consequences of any failure or delay in performing any of its obligations under these Terms to the extent that such failure or delay is due directly or indirectly to any Force Majeure Event.
- (b) If a Force Majeure Event arises, Sefar will notify the Customer in writing of the Force Majeure Event and the likely impact it will have on Sefar's performance under these Terms. If the Force Majeure Event affects the capacity of Sefar to complete its material obligations under these Terms in a timely manner, Sefar may by notice to the Customer terminate this Agreement without any liability whatsoever on its part arising from that termination.