

**Terms and Conditions of Sale of Rimex Metals Australia Pty Ltd (“Rimex”).
ABN 82 008 217 114**

1. General:

All orders for the supply of goods by Rimex will be subject to the following conditions to the exclusion of any addition, modification or variation except any addition, modification or variation that is agreed in writing by Rimex.

2. Non-standard requirements:

(a) Non-standard requirements are available upon request including a cut to length service and it is possible to manufacture to tighter tolerances than stated herein, however, unless the Customer specifies in its order particular tolerance requirement(s) and supplies all necessary detail and these are accepted in writing by Rimex, the goods will be supplied in accordance with Rimex’s standard tolerances which are detailed herein and which are available upon request.

(b) For products outside the parameters stated in 1(b) including for ferritic and duplex grades of stainless steels, metals other than stainless steel, gauges over 2.0mm and under 0.6mm, lengths less than 2,000mm, lengths over 3,000mm, other specific cut to length requirements, coil material etc. wider tolerances are applicable.

(c) For certain project and contract work Rimex may issue in writing specific tolerances which will govern the supply of materials for a particular order and these tolerances will supersede standard manufacturing parameters.

(d) For orders requiring non-standard tolerances there can be minimum order quantities applicable that the Customer will be required to accept.

3. Grades of stainless steel and other metals:

(a) There are a number of grades of stainless steel available for supply. The most commonly used are the austenitic grades of AISI 304 / EN 1.4301 and AISI 316 / EN 1.4401. The tolerances stated herein apply to those grades as the standard format of supply.

(b) Other grades of stainless steel include AISI 430 / EN 1.4016 and other ferritic and duplex options. These grades of stainless steels do not have the same appearance and tolerances as the austenitic grades of AISI 304 / EN 1.4301 and AISI 316 / EN 1.4401 and will require different tolerances to be agreed with any order. Please enquire for details.

(c) Other metals including aluminium and galvanised steels can require different manufacturing tolerances to those stated herein. Please enquire for details.

4. Samples:

(a) Samples supplied by Rimex are for promotional purposes only and are not to be used as target or control materials for goods supplied.

(b) If control samples are required for a specific order, for these to be applicable Rimex must be notified in advance and have accepted this requirement in writing.

5. Gauge tolerances:

Standard gauge tolerances are as per mill manufacturing standards of 0 / -8%.

6. Width tolerances:

Standard widths are 914mm, 1219mm and 1,250mm. Non-standard widths are available upon request. Width tolerances are as per mill manufacturing standards under.

7. Length tolerances:

Standard sheet sizes are 2,438mm, 2,500mm and 3,000mm. Non-standard lengths are available upon request. Standard length tolerances are -2mm +15mm and can be improved upon request.

8. Flatness tolerances:

Standard flatness tolerances are:

Belly: 5mm maximum centre fullness of the sheet;

Edge ripple: 5mm maximum edge ripple down the length of the sheet; and

Crossbow: 5mm maximum across the sheet.

9. Batch Ordering:

(a) Material used by Rimex in its manufacturing processes can differ in tone and appearance. This is the nature of metals such as stainless steel, aluminium and other alloys.

(b) Rimex is not responsible for any inconsistency of finish in material supplied unless it is notified of, and agrees in writing to, such a requirement on accepting an order from the Customer.

(c) Batch ordering of material is always advised to assist the consistency of finish. Raw material should be ordered at the same time from the same batch from the same supplier. Rimex cannot guarantee that the manufacturing mill will provide material from the same cast or that that material will match if supplied from different batches.

10. Yields & Overages:

- (a) In the event that the quantity of material is ordered by the Customer by weight, the quantity to be supplied can be adjusted by Rimex to deviate by up to +/-10% from the agreed weight stated in the order which shall be adjusted accordingly.
- (b) This +/-10% yield differential is to be included in any order by the Customer for its yield purposes. Rimex is not responsible for costs caused to the Customer for any shortfall or high yield in the supply of materials.
- (c) Any yield overage will be the responsibility of the Customer to purchase.

11. Manufacturing Marks & Inspection Standard:

- (a) Materials can be supplied with manufacturing marks. These are present in the raw material and will be kept to a minimum at all times. These defects are unavoidable, the material is commercially acceptable as supplied and cannot be rejected.
- (b) When stainless steel is used in gauges of 2.0mm and thicker defects in the raw material and the finish applied by Rimex can be of a lower standard than compared to gauges between 0.6mm and 1.5mm. This is inherent in the raw material, is unavoidable, the material is commercially acceptable as supplied and cannot be rejected.
- (c) Rimex will apply a 2m inspection standard for material to be used for commercial applications and 10m for cladding applications.

12. 2B Stainless Steel:

2B stainless steel can be supplied with defects which are present in commercial quality raw material as supplied to Rimex. This is the nature of 2B stainless steel. In such circumstances these defects are inherent in the raw material, are unavoidable, the material is commercially acceptable as supplied and cannot be rejected. This is particularly relevant to Granex™ and VorTex™ which can be done on 2B stainless steel. See clauses 13 and 14 below.

13. Granex™ Bead Blast product:

- (a) The nature of Granex™ product is that the tone may vary between different sheets and batches of raw material. Unless target or control samples are agreed in writing Rimex is not responsible for differences in tone and appearance of the Granex™ product.
- (b) The Granex™ product can be supplied with defects which are present in the raw material.
- (c) Granex™ is Rimex's standard bead blast finish which is manufactured on a BA substrate. Granex™ manufactured on a 2B stainless steel substrate can contain defects which are in the raw material which are commercially acceptable. These defects will not always be hidden or removed by the application of the Granex™ finish and in such circumstances these defects are inherent in the raw material, are unavoidable and as such are commercially acceptable as supplied and cannot be rejected.

14. VorTex™ multi-directional polish:

- (a) The nature of the VorTex™ product is that the tone may vary between different sheets and batches of raw material. Unless target or control samples are agreed in writing Rimex is not responsible for differences in tone and appearance of the VorTex™ product.
- (b) The VorTex™ product can be supplied with defects which are present in the raw material.
- (c) Rimex's standard VorTex product is manufactured on a BA substrate. VorTex™ manufactured on a 2B stainless steel substrate and can contain defects which are in the raw material and which are commercially acceptable. These defects will not always be hidden or removed by the application of the VorTex™ finish and in such circumstances these defects are inherent in the raw material, are unavoidable and as such are commercially acceptable as supplied and cannot be rejected.

15. Patterned products:

- (a) Different patterns can have different parameters of manufacture.
- (b) All patterned products other than 6WL will increase in length by 0.002% - 0.004% for austenitic stainless steels depending upon gauge.
- (c) The 6WL pattern in 0.7mm and thinner will shrink by 0.001% - 0.003% for austenitic stainless steels and will increase in length for 0.8mm and thicker by 0.002% - 0.004%.

16. Pattern Definition:

Pattern definition will change with gauges and can differ to issued samples. Pattern definition can also vary with different batch materials and with separate orders. The pattern can fall outside definition and registration requirements for gauges thicker than 1.5mm.

17. ColourTex® Coloured Stainless Steel:

- (a) The standard colours of ColourTex® stainless steel are black, blue, bronze and gold.
- (b) Interim colours are available. These are champagne and rosy gold. The interim colours can be difficult to manufacture to a tight target range and a wider range of colour parameter is required to be accepted for these interim colours.
- (c) The nature of coloured stainless steel is that colour may vary in different lighting conditions and between batches of stainless steel and production runs and it is often necessary to agree target control samples prior to manufacture. ColourTex® is a metamerism product.
- (d) On larger orders it is advisable to agree target control samples to define an agreeable target colour range prior to the placing of an order. Unless target control samples are agreed Rimex is not responsible for differences in tone and appearance of the ColourTex® product.

(e) Due to the nature of the manufacturing process all ColourTex® products will be supplied with holes approximately 5mm in diameter that run down the length of one side of each sheet approximately every 1,000mm. These may cause 20mm of this section of material to be unusable for some end uses.

(f) The colouring process can leave streaking in the ColourTex® products and in particular with the ColourTex® Granex™ finishes. Rimex will reduce these to a minimum, however, this is deemed acceptable and within the manufacturing parameter of the product. In such circumstances these defects are inherent in the raw material, are unavoidable, are commercially acceptable as supplied and cannot be rejected.

(g) It is not always possible to match colour parameters to different gauges and Rimex cannot be held responsible where this occurs. In such circumstances the difference in colour cannot be avoided and the materials are viable as supplied and cannot be rejected.

(h) The standard ColourTex® product range is 0.6mm to 1.5mm. Gauges under 0.6mm and over 1.5mm are available but due to the quality of raw material in these gauges the finish of the ColourTex® product can be lower and contain defects and variation in finish. These defects and variations are inherent in the raw material, are unavoidable, are commercially acceptable as supplied and cannot be rejected.

(i) The manufacturing process for Satin Polished ColourTex® and ColourTex® products in grade AISI 316 / EN 1.4401 stainless steel can require materials to be electro-polished. The electro-polishing process leaves manufacturing marks on one length of the material approximately 20mm in depth and spaced every 500mm. These may cause up to 20mm of this section of material to be unusable for some end uses.

(j) Samples issued for promotional purposes are not accepted as target or control samples.

18. T22™ Finishes:

(a) The standard colours of T22™ stainless steel finishes are Emerald Green, Magenta, Black, Prestige Gold, Prestige Rosy Gold, Copper, Quartz Champagne, Quartz Bronze and Sapphire Blue.

(b) T22™ products can contain variation of colour and brightness between batches supplied. Defects in the raw material and / or the finish can be present which Rimex will reduce to a minimum, however, this is deemed acceptable and within the manufacturing parameter of the T22™ product. In such circumstances these defects are inherent in the raw material or the manufacturing process, are unavoidable, are commercially acceptable as supplied and cannot be rejected.

(c) Due to the nature of the manufacturing process marks and holes can occur on both lengths of the material up to 20mm from one or both lengths which may be unusable for some end uses.

(d) On larger orders it is advisable to agree target or control samples to define an agreeable colour range prior to the placing of an order. Unless target control samples are agreed Rimex is not responsible for differences in tone and appearance of the T22™ product.

(e) It is not always possible to match colour parameters to different gauges and Rimex cannot be held responsible where this occurs. In such circumstances the difference in colour cannot be avoided and the materials are viable as supplied and cannot be rejected.

(f) Samples issued for promotional purposes are not accepted as target or control samples.

(g) Rimex promotes the T22™ finishes for internal use. External use is at the Customer's risk. All necessary steps to ensure that the T22™ product is suitable for external use are the responsibility and decision of the Customer. Rimex does not provide warranty's or guarantees for the external use of T22™ products.

19. Hi-lighting:

Hi-lighting is used with ColourTex® and pattern combination products such as Pearl, Pippin etc. and for uncoloured patterned products such as Diamonds, Checks, etc. The depth of the polish hi-lite can vary depending upon the gauge and the hardness of the material. Consequently, slight variations in the hi-lited shape and area are to be expected within order quantities.

20. Polished Finishes:

(a) There are numerous polished finishes that can be supplied. Unless stated to the contrary where a Customer orders a satin polish Rimex will supply its standard 120 silicon grit belt satin polish. Where a Customer orders a brush polish Rimex will supply its standard brush polish finish which is a 120 silicon belt polish blended with a 240 grit aloxide brush polish.

(b) There can be differences in the polish appearance between sheets and batches. These are present in all polished finishes, such materials are commercially acceptable as supplied and cannot be rejected.

21. Super Mirror:

Super Mirror is a highly reflective polished stainless steel finish. It is not defect free and can contain defects such as pinholes that are within the raw material. Defects that cannot be seen from a 2m inspection distance are not considered to be rejects and will not be accepted by Rimex.

22. MetalArt™ product:

(a) Standard MetalArt™ finishes are supplied with a bead blast finish.

(b) Rimex is not responsible for any materials that are supplied with defects caused by erroneous artwork supplied by the Customer or where the Customer has confirmed its approval of artwork used in the manufacturing process.

23. Rigi-Tube®:

(a) Standard Rigi-Tube™ product is in the 7GM® and 7GM®-Reverse patterns 35mm diameter 1.5mm gauge and in 6,000mm lengths.

(b) The material thickness can vary by +/- 0.08mm. The variation of the nominal tube can be +/-0.1mm. The outside diameter of the Rigi-Tube product can vary by up to 0.28mm.

(c) Other patterns and dimensions are available upon request and will be subject to minimum order quantities.

24. Impressions Range:

- (a) Impression finishes are custom designs of different shapes, sizes and spacing that can be rolled into all types of metals.
- (b) Gauge and flatness tolerances can be different with every dimension and Impression product and these would need to be agreed before placing an order. In particular the flatness tolerances detailed at 8 above will not be applicable.

25. Protective Tape:

- (a) All material is coated with standard protective tape unless ordered and accepted by Rimex to the contrary. Laser and laser fibre protective tape are not standard tapes however are available on request.
- (b) No warranty is provided by Rimex as to the suitability of protective tapes used. Data sheets are available upon request.
- (c) If a warranty is required the Customer should deal direct with a protective tape supplier and notify Rimex of the tape to be used. The use of non-standard protective tape might be an additional cost to previously quoted prices.
- (d) Protective tape should be removed as soon as practical and in all cases within 3 months of receipt of the material; and must not be exposed to environments, direct sunlight and temperatures that might cause delamination of adhesive from the protective tape. The Customer is always advised to seek information from the protective tape manufacturer.
- (e) Should adhesive or residue remain on the material after removal of the protective tape this should be immediately removed by appropriate cleaning procedures.
- (f) Rimex is not responsible for damage to material caused by delamination of adhesive or other damage caused by protective tape product(s).

26. Duration of Quotations:

- (a) No quotation(s) shall be binding on Rimex unless made in writing.
- (b) Written quotations are valid for acceptance within 7 days from the date of the quotation unless otherwise expressly stated in the quotation. Rimex may revoke a quotation at any time prior to receiving the Customer's written acceptance.
- (c) No delay in the receipt of any quotation given by Rimex shall entitle the Customer to extend the period of quotation.
- (d) Rimex may, in writing, vary the time for acceptance of any quotation.
- (e) Rimex shall not be liable for any loss, damage, loss of profit or any cost or expense that a Customer may realise or be deemed to incur by reason of Rimex varying the time for acceptance of a quotation.

27. Prices:

Rimex reserves the right to vary a quoted price:

- (a) to conform to its prices for similar goods at the date of dispatch. In the case of goods to be delivered by instalments Rimex may, with notice to the Customer, vary the quoted price in accordance with this clause at the time of dispatch of each instalment.
- (b) to take account of changes in alloy surcharges, labour, material and other costs and expenses arising between the dates of quotation and delivery.
- (c) if an alteration is made to an order upon which a quotation was made.
- (d) should the Customer delay taking delivery of goods.

28. Delivery Date:

- (a) While Rimex will use its best endeavours to keep to promised delivery dates they are approximate and no guarantee or warranty can be given. Time(s) and date(s) for delivery shall not be of the essence unless agreed to by Rimex in writing. Rimex accepts no liability for any loss, damage or loss of profit resulting in delay in completion of works or delivery of the goods howsoever caused, nor shall any delay entitle the Customer to cancel an order or not to accept delivery or withhold all or any part of the purchase price.
- (b) Rimex is entitled to divide the delivery into separate lots.
- (c) In the event of Rimex employing an agent or subcontractor to carry out the order or any part thereof Rimex will not be liable to the Customer for any loss, damage or loss of profit arising from such delay or default and nor shall any delay or default entitle the Customer to cancel any order or to refuse to accept delivery or withhold all or any part of the purchase price.
- (d) The Customer shall take delivery of the goods promptly upon the delivery date(s) agreed between Rimex and the Customer or as soon thereafter as the Customer is notified by Rimex that the goods are available for delivery. If for any reason the Customer fails to take delivery, fails to call off or otherwise causes or requests a delay in delivery then without prejudice to any other right or remedy available to it, Rimex may:
 - (i) increase the price to account for additional expenses by the sum of \$25 per item per day plus GST plus insurance costs;
 - (ii) store the goods until delivery is made and charge the Customer for the reasonable costs of storage including insurance; and/or
 - (ii) sell the goods to a third party without any liability to the Customer except to return to the Customer the purchase price for the goods if pre-paid by the Customer.

29. Insurance in Transit:

Rimex will not insure any goods in transit unless requested to do so by the Customer and this is agreed in writing.

30. Payment:

- (a) Unless otherwise agreed by Rimex all prices are quoted net of delivery 'ex Works' and the Customer shall pay all moneys due under issued invoices in the currency invoiced by Rimex.
- (b) Where credit terms are established payment shall be made pursuant to the terms of agreement made between Rimex and the Customer which unless stated to the contrary in writing shall be 30 days from the date of invoice.

(c) The time of payment of the price shall be of the essence. If the Customer fails to make payment in full on the due date Rimex shall be entitled to charge interest at the rate of 10 per cent per annum over the base lending rate of HSBC Plc on all outstanding balances and accounts; such interest to accrue day to day from the date the account became due to the date of actual payment thereof whether before or after any relevant court judgment.

(d) In the case of any default or delay in payment by the Customer then the whole of any balance outstanding shall become immediately due and payable and any credit facilities may be withdrawn.

31. Limitation of Company's Liability:

(a) These Terms and Conditions of sale do not exclude, restrict or modify the application of any applicable laws of the Commonwealth, State or Territory which cannot be excluded, restricted or modified.

(b) Rimex shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;

(c) Rimex shall under no circumstances whatever be liable for the fitness of the product for the building or purpose concerned which shall be the responsibility of the Customer, their contractor, architect, quantity surveyor or other professional advisor; and

(d) Rimex's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the goods..

32. Customer's Insolvency:

If the Customer commits an act of bankruptcy or becomes insolvent or makes any arrangements with its creditors or being a company is placed in liquidation or suffers a receiver and/or administrator to be appointed, Rimex may without liability or notice and without prejudice to any other rights determine all or any contract with the Customer and the Customer will bear all and any loss or damage incurred by Rimex resulting from a resale of the goods comprised in such contract determined as aforesaid.

33. Cancellation:

(a) Orders for goods placed by the Customer and accepted by Rimex (whether orally or in writing) cannot be cancelled except with Rimex's written agreement. Orders for goods that Rimex is unable to cancel on its suppliers shall be paid for in full by the Customer and other charges may apply.

(b) If the Customer becomes subject to any of the events listed in clause 33(c) or Rimex reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to it, Rimex may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and Rimex without incurring any liability to the Customer, and all outstanding sums in respect of goods delivered to the Customer shall become immediately due.

(c) For the purposes of clause 33(b), the relevant events are:

(i) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of the Insolvency Act, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of the Insolvency Act, or (being a partnership) has any partner to whom any of the foregoing apply;

(ii) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company (where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(iii) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(iv) (being an individual) the Customer is the subject of a bankruptcy petition or order;

(v) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(vi) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

(vii) (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

(viii) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

(ix) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 33(c)(i) to clause 33(c)(vii) (inclusive);

(x) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

(xi) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

(xii) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

(d) Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

34. Quantities and Weights:

Unless Rimex is notified within fourteen days of the receipt of goods by the Customer of an error in finish, quantity, weight etc. the order shall be deemed complete and correct.

35. Rejected Goods:

(a) Goods that are rejected by the Customer must be notified to Rimex in writing stating the reason and provide supportive data.

(b) Goods that have been in the Customers possession for over 3 months before a quality claim is raised will not be accepted.

(c) Where Rimex accepts that goods are rejected these must be appropriately packed for return transport in the packing provided or its equivalent including the application of protective coating. Claims will be denied by Rimex where goods rejected by the Customer are inadequately packed and are damaged in transport as a consequence.

36. Title and Property:

(a) No property in the goods or any of them shall pass from Rimex to the Customer while the goods are in the possession and control of Rimex, its agents and subcontractors or any person, firm or company employed by Rimex.

(b) The risk in the goods shall pass from Rimex to the Customer upon delivery or collection of such goods to the Customer as is agreed with each order. Notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the Customer until Rimex has received payment in full for all goods delivered under this and all other contracts between Rimex and the Customer for which payment of the full price of the goods has not been paid. Payment of the full price of the goods shall include the amount of interest or other sum(s) payable under the terms of this and all other contracts between Rimex and the Customer under which the goods were delivered.

(c) The Customer hereby grants Rimex, its agents and its employees an irrevocable license to enter any premises where the goods are stored in order to repossess them or to inspect them at any time.

(d) Where goods are to be delivered by instalment each delivery shall be treated as a separate contract provided always that Rimex may withhold deliveries or further instalments until payment terms are up to date.

37. Customer's Property:

(a) All property belonging to the Customer (including any raw materials) received by Rimex whether for incorporation in the goods or otherwise will be held by Rimex at the Customer's risk as regards loss or damage or incorrect usage and the Customer will indemnify and keep Rimex indemnified against any claim for loss, injury, damage, costs or otherwise caused by the said Customer's property to any person, vehicle or property including but without limitation machinery used by Rimex in the course of its business save where any loss injury or damage shall arise directly from negligence by Rimex, its servants, agents or licensees.

(b) Such goods are the insurance responsibility of the Customer while at Rimex's premises.

(c) Where Rimex delivers goods to the Customer, it is not responsible for goods that are damaged physically or by weather once removed from the transport vehicle by the Customer or its representatives.

38. Packing Materials:

(a) Packing cases and all materials used by Rimex will be charged for. Rimex will not accept the return of packing cases unless this is agreed by an authorised representative of the Company.

(b) Rimex will supply material in appropriate sized pallets, suitably strapped for shipping by truck, sea or air as agreed with the Customer. Standard packing cases are not waterproof.

(c) Specific packing requirements must be notified in advance and may be charged at additional rates.

39. Delivery, Inspection and Complaints

(a) The Customer shall examine the Goods upon delivery and satisfy itself that they conform to Contract. A claim that Goods are not in accordance with the Contract will not be accepted by the Seller unless notice in writing, specifying the alleged default, is given to Rimex within 7 days of delivery of the Goods.

(b) Failure to notify Rimex of the non-delivery of the Goods, or any of them, within 7 days of the due date for delivery will release Rimex from liability for claims for non-delivery.

(c) Any Goods considered to be damaged or defective (together with their packaging materials) shall be retained by the Buyer intact as delivered for a period of twenty one days from notification of the claim to Rimex, within which time Rimex or its agents shall have the right to investigate the complaint and examine the Goods and, if possible, to remedy any defect. Any breach of this condition will release Rimex from any liability for Goods which are alleged not to conform to Contract

(d) If Rimex agrees with the Customer that the Goods are damaged or defective and that it is not possible to remedy any defect then Rimex shall, at its sole option, replace the Goods or credit the Customer accordingly.

(e) The Customer shall have no liability to Rimex in respect of damaged or defective Goods (and the Buyer shall be required to pay the full contract price) where:

(i) Any claim made by the Customer is not in accordance with these Conditions;

(ii) Damage has been sustained after delivery of the Goods to the Customer, or its agents;

(iii) defects are caused by installation, operation or maintenance carried out other than in accordance with any instructions supplied orally or in writing with the Goods or by wear and tear, accident or misuse, improper operation or neglect or if any adjustment, alteration or other work has been performed on the Goods by any person other than Rimex or its employees or agents; or

(iv) a receipt has been obtained by Rimex, duly signed by the Customer or one of its employees or agents, confirming that the Goods have been delivered in a satisfactory condition.

40. Delivery outside of Australia:

(a) In the event of the Customer requiring Rimex to deliver goods outside of Australia, Rimex will invoice the Customer for the total cost and expense incurred including, but not limited to, all packing costs, transportation costs, port fees, customs duties and insurance and the Customer shall repay such costs incurred by Rimex immediately upon receipt of the invoice notwithstanding Clause 30 hereof and if deemed necessary Rimex shall be entitled to require the Customer to pay such costs prior to dispatch.

(b) If Rimex agrees to deliver goods on a C.I.F., F.O.B. or in some manner other than an 'ex Works' basis then the Customer shall reimburse all expenses incurred by Rimex on the Customer's behalf. All risk in the goods shall pass to the Customer when they are loaded onto transport at Rimex's premises (or if loaded on transport belonging to the Rimex, as soon as the goods pass into the custody of a person other than Rimex). Rimex accepts no liability whatsoever for any mistakes or errors in the shipping arrangements made by it on behalf of the Customer.

(c) Rimex has no control over delays caused by customs authorities or shipping companies contracted and allowances should always be made by the Customer for delays in delivery. Rimex is not responsible for costs incurred by the Customer due to late delivery of goods.

(d) Unless otherwise expressly stated in the contract, the Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the goods as are required from time to time and, if required by Rimex, the Customer shall make those licences and consents available to Rimex prior to the relevant shipment.

41. Customer Collection of Goods:

(a) For safety reasons and to prevent damage to goods during transport, the collection of goods by the Customer from Rimex's premises should be by a suitable side-loading vehicle. Rimex may refuse to load any vehicle that is not a side-loading vehicle and Rimex is not responsible for any costs incurred to the Customer including if a replacement vehicle has to be organised.

(b) Should Rimex load goods onto a vehicle that is not a side-loading the Customer risks damaging the goods in transport. Rimex will not accept any claims for goods damaged in such circumstances even if the goods are faulty in some other way.

42. Force Majeure:

If at any time Rimex shall be hindered or prevented from making or delivering the goods by reason of strikes or other labour disputes, fire, war, accidents, governmental action or any other cause beyond its control, Rimex may at any time during the continuance of such hindrance or prevention by notice to the Customer determine any contract between the parties without incurring any liability for damages to the Customer by reason of such termination.

43. Credit and Dealing:

(a) Rimex may at its discretion and without providing any reason refuse to give credit or limit the amount of credit to any Customer. Rimex reserves the right to refuse to transact business with any person, firm or company.

(b) Orders will not be available for collection or shipping without authorization from the credit control department at Rimex. All credit references and terms of payment should be complied with so that delays are avoided.

44. Promotional Information & Materials:

All data, images, drawings, descriptions and other information furnished by Rimex including verbal information and in or on its website, catalogues, brochures, CD's, pamphlets, price lists or other documents or other promotional media are intended to be as accurate as possible but are given for general information purposes only and are not binding on Rimex in respect of a particular order. All information, unless stated otherwise, is subject to reasonable variations. Rimex does not accept responsibility for errors or for information which is found to be misleading. Before using products supplied or manufactured by Rimex the Customer should satisfy itself of their suitability for any required purpose, location or environment.

45. Cleaning:

To maintain its appearance and longevity all material supplied by Rimex should be cleaned routinely using methods and cleaning media appropriate to the finish and metal used. For further information consult Rimex.

46. Trade Names:

Rimex uses several trade names which include, but are not limited to OneTex®, VorTex™, 7GM®, ColourTex®, DesignScape™, Granex™, MaxiSlide™, MetalArt™, MetroGuard™, RigiTube®, Rimex®, T22™, TreadTex® and the Rimex logo. These are the property of Rimex or its associated companies and cannot be used without the prior written approval of a director of Rimex, and when used with such permission are at all times to be expressly stated to be owned by Rimex or its associated companies.

47. Banking, Insurance, Freight & Other Documents required for International Trade:

Where discrepancies or errors occur in banking, insurance freight and other documents required for contracts it is the responsibility of the erroneous party to pay for any fees or costs that are incurred.

48. Applicable Law:

The terms of any contract to which these conditions relate shall in all respects be construed and operate in conformity with the Laws of New South Wales and the Courts shall have non-exclusive jurisdiction in connection with this document..

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