

## **Oran Leather Pty Ltd - Terms & Conditions of Trade**

### **1. Definitions**

1.1 "Seller" shall mean Oran Leather Pty Ltd its successors and assigns or any person acting on behalf of and with the authority of Oran Leather Pty Ltd.

1.2 "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by the Seller to the Customer.

1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.

1.4 "Goods" shall mean Goods supplied by the Seller to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Seller to the Customer.

1.5 "Services" shall mean all Services supplied by the Seller to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above)

1.6 "Price" shall mean the price payable for the Goods as agreed between the Seller and the Customer in accordance with clause 4 of this contract.

### **2. The Commonwealth Trade Practices Act 1974 ("TPA") and Fair Trading Acts ("FTA")**

2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

### **3. Acceptance**

3.1 Any instructions received by the Seller from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.

3.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.

3.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are binding and can only be amended with the written consent of the Seller.

3.4 The Customer shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice). The Customer shall be liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause.

3.5 Goods are supplied by the Seller only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

#### 4. Price And Payment

4.1 At the Seller's sole discretion the Price shall be either:

(a) as indicated on invoices provided by the Seller to the Customer in respect of Goods supplied; or

(b) the Seller's current price at the date of delivery of the Goods according to the Seller's current Price list; or

(c) the Seller's quoted Price (subject to clause 4.2) which shall be binding upon the Seller provided that the Customer shall accept the Seller's quotation in writing within thirty (30) days

4.2 The Customer acknowledges and agrees that the Seller's cost for overseas transactions may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges for foreign sourced components. Any variation from the Seller's quoted Price will be detailed in writing and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.

4.3 At the Seller's sole discretion a deposit may be required.

4.4 At the Seller's sole discretion:

(a) payment shall be due on delivery of the Goods; or

(b) payment shall be due before delivery of the Goods; or

(c) payment for approved Customers shall be made by instalments in accordance with the Seller's payment schedule.