

Trading Terms & Conditions of Sale - Premium Packaging

- In these Conditions of Sale, unless a contrary intention appears: "buyer" means the person to whom Premium Packaging sells goods; "Premium Packaging" means GENE Packaging Pty Ltd; ABN 21 106 661 027.

General Conditions.

- Every effort will be made to carry out any contract. Premium Packaging shall not be liable for any costs, expenses, losses, damages or demands made or suffered by any persons whomsoever and arising of any failure to deliver or any delay in delivery caused or contributed to by any circumstances of whatever nature outside Premium Packaging control, including in particular, but without limiting the generality of the foregoing; fire, flood, explosion, strike, lockout or other industrial act or dispute, or the breakdown of or accident to plant, unavailability or shortage of raw material, labour, power supplies, transport facilities or Act of God, or any order or direction of any statutory authority.
- The prices quoted do not include goods and services tax (GST).
- All prices are subject to change without notice and any variation in the cost of labour and/ or materials is to buyer's account.
- Any quotation provided by Premium Packaging is not to be construed as an offer or obligation to sell. Premium Packaging reserves the right to accept or reject any order received.
- Tooling costs for die formes and stereotypes are a contribution cost. The manufacturers pay for ongoing maintenance of tooling and retain ownership of said tooling.
- All quotations are subject to amendment on or after acceptance, to meet any permitted increase in the current cost of production (materials, working hours and wages).
- An order cannot be cancelled except upon conditions which will compensate Premium Packaging for all work done and materials used, to the date of the cancellation.
- No responsibility will be accepted for errors in artwork proofs or product samples approved by customer. When proofs are required, author's corrections on or after the first proof, including alterations in style, will be charged extra.
- The buyer shall indemnify Premium Packaging against any claims, demands, costs and expenses of whatever nature, arising out of any infringement of copyright trade marks, trade names or other rights by any design, legend or other matter that Premium Packaging may print, or otherwise reproduce upon the said goods at the buyer's request.
- No claims will be recognised unless advised to Premium Packaging in writing, within 7 days of receipt of goods.
- Every effort will be made to deliver the correct quantity ordered. In relation to Corrugated Cartons and cartonboard cartons, owing to the difficulty of producing exact quantities, orders are conditional upon a margin of 10% being allowed for overs or unders, the same to be charged for or deducted pro rata.
- Off-loading and/or handling of a delivery to the buyer will in all events be the responsibility of the buyer.
- Where a special delivery is required by the buyer, additional costs including overtime, incurred by Premium Packaging shall be to the account of the buyer.
- No goods will be held on consignment, ie paid for but not delivered, unless prior arrangement, in writing, is agreed upon by the customer and Premium Packaging. Premium Packaging reserves the right to charge a storage fee for goods held on consignment, unless otherwise specified in writing, or for unpaid for custom made goods held longer than 30 days from date of invoice. Interest will be charged at 8%pa, calculated daily, on the invoice value for unpaid goods and \$1 per day per pallet for goods held on consignment.
- Any goods, which are not taken by the buyer within the period stipulated for delivery, are to be paid for in full within 30 days from the date of expiration of the period. Such goods to remain at buyer's risk.
- CHEP or LOSCAM pallets will not be supplied if CHEP or LOSCAM Account number is not provided.

Payment

- Payment shall be made in full, in advance of delivery of goods, unless the buyer has been granted an account with Premium Packaging and the conditions under which the account was granted have not been breached, then payment in full shall be made by 30 days from end of month of statement, unless otherwise indicated. In the event that the buyer fails to pay or defaults in payment, the buyer gives the right to Premium Packaging to charge interest at the rate of 8% PA, calculated daily, plus any cost or charges incurred to recover all monies owing shall be borne by the buyer.
- NON-ACCOUNT customers paying COD will need to make a 75% deposit on purchases made to the customers specific requirements.
- If the buyer makes default in payment or commits an act of bankruptcy, becomes an insolvent under administration, enters into a scheme of arranging with its creditors, has a Receiver/Manager appointed, or being an incorporated company, passes any resolution for winding up, Premium Packaging reserves all rights to withdraw or cancel this contract in so far as it remains unperformed, wholly or in part, without any liability to Premium Packaging.
- In the event that any payment made by the buyer is returned or not met on presentation, any bank charges incurred plus an administration fee of \$25 is payable by the buyer to Premium Packaging, in addition to any other amounts payable by the buyer.
- Premium Packaging is a subscriber to Veda Advantage, the credit information and reporting service and it is our policy to list defaulting commercial debtors who exceed 60 days from end of month with Veda.