



## TERMS AND CONDITIONS OF SALE

Any term or condition of this contract which infringes any legislation, whether State or Federal shall be severable from this contract without affecting the remaining terms and conditions.

### 1. INTERPRETATION

Unless otherwise inconsistent with the context the word "person" shall include corporation; "Corex" shall, where the context admits or requires, mean and include Corex Plastics (Australia) Pty. Ltd. (ABN 39 006 418 300) and/or any of their related corporation as defined pursuant to Corporations Law or any other person which is named as the party making or accepting the order; "goods" shall include services; "Purchaser" shall mean and include the person to whom any quotation is made and shall include any person offering to contract with Corex on these terms and conditions. Words imparting the singular number shall be deemed to include the plural and vice versa.

### 2. QUOTATIONS

All quotations are subject to withdrawal or variation at any time prior to acceptance of order. Corex also reserves the right to amend prices at any time for the undelivered portion of any order. Provided, however, that the Purchaser shall have the right to cancel such outstanding balance of an order within seven (7) days from the date of notification of an amendment in the price thereof.

### 3. OFFER AND ACCEPTANCE

Any quotation made by Corex is not an offer to sell and no order given in pursuance of any quotation shall bind Corex until accepted by it in writing. Unless otherwise agreed in writing all orders are subject to acceptance by Corex within 30 days of receipt by Corex of the Purchaser's order and these terms and conditions shall be deemed to be incorporated in any agreement between Corex and the Purchaser. Any terms and conditions contained in any order, offer, acceptance or invoice of the Purchaser and all representations, statements, terms, conditions and warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law.

### 4. DELIVERY

- (a) Any date quoted for delivery is an estimate only and unless a guarantee shall have been given by Corex in writing providing for liquidated damages for failure to deliver by the quoted date Corex shall not be liable to the Purchaser for any loss or damage howsoever arising for failure to deliver on or before the quoted date. The Purchaser shall accept and pay for goods if and when tendered notwithstanding any failure by Corex to deliver by the quoted date.
- (b) Corex reserves the right to deliver by instalments. If delivery is made by instalments the Purchaser shall not be entitled:
  - (i) to terminate or cancel the contract
  - (ii) to any loss or damage howsoever arising for failure by Corex to deliver any instalment on or before the quoted date.
  - (iii)

### 5. QUANTITY DELIVERED

Every endeavour will be made to deliver the correct quantity ordered but, owing to difficulties of producing exact quantities, Corex shall not be liable if the quantity variation is 10 per cent on orders of 1000kg or more, 15 per cent on 500-999kg and 20 per cent on quantities under 500kg. Any such variation shall be charged or deducted pro rata.

### 6. CANCELLATION

Any order may only be cancelled by mutual agreement and in the event of such cancellation the Purchaser undertakes to reimburse and indemnify Corex for any costs expenses or charges incurred by Corex in preparation for and in the execution of an order which without limiting the generality thereof shall include an amount equal to fifty per centum of the net profit of the order had the order not been cancelled.

### 7. DESCRIPTION AND SPECIFICATIONS

- (a) Whilst every effort is made to ensure their accuracy the descriptions illustrations and material contained in any catalogue price list brochure leaflet or other descriptive matter provided by or on behalf of Corex represent the general nature of items described therein and shall not form a part of any order or agreement or amount to any representation or warranty. Corex reserves the right to modify the design of goods without notice.
- (b) The Purchaser warrants that any goods manufactured constructed or supplied by Corex which are based in whole or in part upon design drawings or specifications supplied to Corex by or on behalf of the Purchaser shall not infringe any letters patent or registered designs. The Purchaser shall indemnify and keep indemnified Corex its servants and agents against any action loss cost claim or damage that may be brought against or suffered by Corex servants or agents for any breach of this warranty.
- (c) Corex does not warrant or guarantee and it shall not be a term of any agreement between Corex and the Purchaser that any goods manufactured constructed or supplied by Corex which are based whole or in part upon any designs drawings or specifications supplied to Corex by or on behalf of the Purchaser will achieve any standard or performance or any capacity whatsoever.
- (d) General Sheet Product Specifications:

Length: all sheet made to nominated length plus trim allowance which may vary due to general production capabilities.  
All sheet has adequate trim to provide the size ordered. Sheet can be trimmed to exact size tolerances if required at additional cost.

Sheet Flatness	Bowing in a flat sheet 60mm maximum	Surface Treatment (Print Grades) 38 Dyne-cm minimum
Width	plus + 2 mm minus - 0	Corex sheet can be made to your special requirements
Weight Variation	plus / minus +/-5%	Maximum sheet dimensions available are;
Thickness	plus / minus 0.5 mm	- Width 2700 mm (across flutes) Length determined by pack size
Squareness	plus / minus +/-5 mm (measured on diagonal)	- Thickness 10.0 mm
Camber	5 mm max. over 2M length. 1000 mm width and over only	- Weight 2700 Grams per M <sup>2</sup>
Surface Rib	Maximum surface ribbiness .04 mm depth	



8. ACCESS

In respect of any work done on the Purchaser's premises or elsewhere other than at Corex's premises it shall, subject to any written agreement to the contrary, be the duty of the Purchaser to ensure that the conditions under which the work has to be performed, the layout, means of access, accessibility of the different parts of the subject matter being worked on or handled and other material circumstances shall be suitable to Corex failing which Corex shall be entitled to charge a reasonable increase in the price having regard to the prevailing circumstances.

9. WAIVER

Failure by Corex to insist upon strict performance of any term or condition hereof shall not be deemed a waiver thereof a waiver of any rights Corex may have and shall not, and nor shall any express waiver, be deemed to be a waiver of any subsequent breach of any term or condition.

10. GUARANTEE AND WARRANTY

- (a) Except when the purchaser is a Consumer for the purposes of the Competition & Consumer Act (Cth), 2010, and the conditions warranties and rights implied by the Statute cannot be excluded, representation promises statements warranties and conditions (whether statutory express or implied) regarding any goods or services supplied by or on behalf of Corex which without limiting the generality of the foregoing shall include conditions or warranties as to the quality or fitness for any particular purposes are expressly excluded. Corex shall not be liable for any loss or damage whatsoever and howsoever arising whether direct or consequential or in respect of any claim whenever and however made for any loss damage deterioration deficiency or other fault harm in the goods manufactured, work executed or services provided by or on behalf of or in any arrangement with Corex or occasioned to the Purchaser or any third or other party or to his or their property or interest and whether or not due to the negligence of Corex its servants or agents except in the following circumstances and subject to the following limitations.
- (i) The Purchaser shall inspect the goods immediately on their arrival and shall, within seven (7) days from such arrival, give written notice to Corex of any matter or thing by reason whereof the Purchaser may allege that the goods are not in accordance with the contract.
- (ii) Corex's liability shall be limited in all circumstances to the repair or replacement (at the option of Corex) of any goods manufactured by it which are with the prior written authority of Corex, returned adequately packed and freight paid to Corex within Corex's guarantee period covering the goods as indicated in Clause 10 (i) above and which Corex accepts as having been defective in materials or workmanship.
- (b) Corex shall not be liable in any circumstances for any
- (i) Defects or damage caused in whole or in part by misuse, abuse, neglect, electrical or other overload, unsuitable lubricant, improper installation, repair, alteration or accident.
- (ii) Transport installation removal labour or other cost.
- (iii) Goods not manufactured by it, but, Corex will endeavour to pass on to the Purchaser the benefit of any claim made by Corex and accepted by the manufacturer of such goods under a warranty given by that manufacturer.
- (iv) Technical advice or assistance given or tendered by it to the Purchaser whether or not in connection with the manufacture construction or supply of goods for or to the Purchaser.
- (v) Consequential loss due to any process or printing without prior written consent from Corex. (Refer section 10 (a).(i).)

11. CONTAINERS

Containers (which expression shall include but shall not be limited to formers and pellets) in or on which goods are delivered and for which a deposit charge may or may not be made remain the property of Corex. On the containers' return in good order and condition the charge or deposit will be credited to the purchaser. The deposit for containers which the Purchaser returns otherwise than in good order and condition shall only be refunded in part having regard to their actual condition. Containers will be deemed to be still in the Purchaser's hands until received into Corex's stores.

12. INSOLVENCY & DEFAULT

- IF:-
- (a) The Purchaser makes default in any payment hereunder.
- (b) A resolution is passed or proposed or a petition is presented or an application filed for the winding up of the Purchaser.
- (c) A receiver or receiver and manager is appointed of the property or any part of the property of the Purchaser.
- (d) The Purchaser makes or proposes to make any arrangement with its Creditors.
- (e) The Purchaser is placed under official management.
- (f) Execution is levied upon the assets of the Purchaser for an amount in excess of \$1,000.00 and is not within seven (7) days satisfied.
- (g) The Purchaser is the subject of a debtor's or creditor's petition in bankruptcy or is the subject of a Bankruptcy Notice.
- (h) The Purchaser enters into an arrangement pursuant to Part X of the Bankruptcy Act.
- then, and in any such event, Corex may at its option withhold further deliveries or cancel the contract without prejudice to its rights hereunder.

13. TITLE

Title to the goods shall not pass to the Purchaser until the earlier of:

- (a) payment in full of the purchase price;
- (b) bona fide sale of the goods by the Purchaser in the ordinary course of the Purchaser's business

It is further agreed that in addition to any rights Corex may have under Chapter 4 of the PPSA until payment of all amounts owing by the Customer to Corex;

- (c) the Customer must hold the Goods in a fiduciary bailee and agent for Corex and keep separate the Goods until Corex has received payment in full and all other obligations owed by the Customer are met;
- (d) Corex may give notice to the Customer to return the goods or any of them to Corex. Upon such notice, the rights of the Customer to obtain ownership or any other interest in the Goods will cease;
- (e) Corex will have the right to stop the Goods in transit whether or not part or previous delivery has been made;
- (f) If the Customer fails to return the Goods to Corex, then without prejudice to any other rights and without prior notice, Corex or Corex's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee and licensee of the



Customer, where the Goods are situated and take possession of the Goods which remain the property of Corex pursuant to this Clause and the Customer irrevocably licenses Corex to enter such premises and indemnifies Corex from and against all costs, claims, demands or actions by any party arising from such action;

- (g) the Customer will not deal with any money of Corex in its possession in any way which may be adverse to Corex;
- (h) the Customer will hold any proceeds from its sale or disposal of the Goods on trust for Corex;
- (i) the Customer will not encumber or charge the Goods in any way or grant or otherwise give any interest including granting a security interest (as defined by the PPSA) in the Goods while they remain the property of Corex;
- (j) then Corex may issue proceedings to recover the price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer; and
- (k) If the Goods are converted or made part of any end product, or are commingled or are accession
- (l) Goods for the purposes of the PPSA, the parties agree that Corex will be the owner of the end product and any proceeds associated with the Goods.

If there is any inconsistency between Corex's rights under this clause and its rights under Chapter 4 of the PPSA, this Clause 13 prevails.

**14. RISK**

Unless otherwise agreed in writing all goods shall be at the Purchaser's risk upon delivery to the Purchaser, his carrier or agent.

**15. Personal Property Securities Act (PPSA)**

The Customer acknowledges and agrees that the PPSA applies to this Agreement and the Customer grants Corex a purchase money security interest (PMSI) in all Goods and any proceeds supplied by Corex to the Customer.

The Customer acknowledges and agrees that the security interest:

- (a) arising under this Agreement will be perfected by Corex prior to the Customer obtaining possession of the Goods;
- (b) is a continuing and subsisting interest in the Goods with priority over any other security interest and any unsecured creditor of the Customer
- (c) The Customer will do everything required of it to enable Corex to register and maintain its security interest with the priority Corex requires.
- (d) Corex does not need to give the Customer any notice under the PPSA unless the notice is required by the PPSA and that requirement cannot be excluded.

If Chapter 4 of the PPSA would otherwise apply to the enforcement of the security interests created under this Agreement, the Customer agrees that sections 95, 120, 121(4), 125, 128, 129, 130, 132(3) (d), 132(4), 134(1), 135, 142 and 143 of the PPS Act will not apply.

The Customer agrees not to disclose to an 'Interested person' or any other person, any information of the kind described in section 275(1) of the PPSA.

The Customer must notify Corex immediately in writing of any changes to its name, address, contact details or data required to register a financing statement under the PPSA.

Until Title in the Goods passes to the Customer, the Customer will keep and maintain all Goods free of any charge, lien or security interest except as created under this Agreement and otherwise deal with the Goods in a way that will prejudice the right of Corex under this Agreement.

The Customer irrevocably grants Corex the right to enter any premises or property of the Customer without notice and without being any way liable to the Customer or any other person, if Corex has cause to exercise any of its right under the PPSA or these Terms & Conditions and the Customer agrees to indemnify Corex against any such liability.

**16. PAYMENT**

Unless stated to the contrary on the face of this document, the whole of the purchase price is due immediately upon delivery of the goods to the Purchaser or the Purchaser's agent and is payable on demand or, if no demand is made, within thirty (30) days after end of the month in which the goods are so delivered. Corex reserves the right to charge interest at the rate of fifteen per cent (15%) per annum calculated daily on any overdue amounts.

**17. PRICE**

Unless otherwise expressly agreed in writing the price of the goods shall be that price charged by Corex at the date of delivery including the amount which Corex is required to pay on account of any excise or sales taxes or other taxes or charges which may be established or levied by any government authority (domestic or foreign) upon the goods or any part thereof, or the manufacture, use, sale of or delivery thereof.

**18. FORCE MAJEURE**

Every effort will be made to carry out any contract based on a quotation, but the due performance of it is subject to variation or cancellation owing to an Act of God, War, Strikes, Lock-outs, Fire, Flood, Drought or any other cause beyond the control or owing to inability to procure materials or articles except at increased prices due to any of the foregoing causes.

**19. COST VARIATION**

Quotations are based on the current cost of production (materials, working hours, and wages) and are subject to amendment on or after acceptance to meet any recognised rise or fall in such cost.

**20. INTERLECTUAL PROPERTY**



The Purchaser shall be responsible to meet the costs of any tooling manufactured or obtained by Corex on behalf of the Purchaser. All formulae, specifications, confidential information, manufacturing processes and all modifications, improvements and derivations, standing matter, are submitted to the Purchaser in confidence and shall remain the property of Corex notwithstanding that a charge is also made for their use.

21. GOODS AND SERVICES TAX ("GST")

GST will be charged at the appropriate rate pursuant to law unless a written order is provided by the Purchaser prior to acceptance of delivery of the goods quoting a lawful exemption.

22. SUITABILITY FOR USE

Information contained in Corex Recycling product specifications are to the best of our knowledge true and correct. However, as many factors outside our knowledge and control can affect the use of products, no warranty can be given or is to be implied in respect of such information and no information should be construed as a warranty in relation to the product or its use. The vendor disclaims and does not accept liability for product use whether contractual or tortious and hereby excludes all warranties to be implied by law in relation to the product or its use other than those non-excludable warranties implied by law. Nothing will be construed as a recommendation to use any product in conflict with existing industrial property rights covering any material or its use.

23. JURISDICTION.

The law of Victoria from time to time governs the Terms and the parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.

Failure by Corex to enforce any of these Terms shall not be construed as a waiver of any of Corex's rights.

If any of the Terms are unenforceable it shall be read down so as to be enforceable or, if it cannot be so read down, the condition shall be severed from these Terms without affecting the enforceability of the remaining conditions.

A notice must be in writing and handed personally or sent by facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received by confirmation of the receiving machine or server confirming transmission.