

TERMS AND CONDITIONS OF BUSINESS

These terms and conditions shall govern all dealings between us **Rolls Filing Systems** and you the person or company named overleaf as customer or otherwise dealing with us as customer.

1. QUOTATIONS

All quotations given by us are subject to confirmation on receipt of your order (the "Order") and any price is valid for 30 days.

2. ORDERS

- (a) Your order once accepted by us may not be cancelled or altered except upon terms and conditions satisfactory to us (which in the case of cancellations, may include payment by you of a cancellation fee which includes all expenses incurred by way of labour, materials, services, overhead expenses, fees, duties, taxes and loss of profit).
- (b) Your order shall when accepted by us give rise to a binding contract (the "Contract"), which shall include all these Terms and Conditions, no variation of the Contract shall be binding upon us unless in writing and signed by our duly authorised officer.

3. DELIVERY

- (a) Performance and delivery times are quoted in good faith and as accurately as we are able to estimate but are not guaranteed.
- (b) The period quoted for delivery and completion commences after the receipt by us of all particulars, specifications, drawings, technical data, approvals or information affecting the execution of the Order.
- (c) Where terms or procedures quoted are performed by any subcontractor (the "Subcontractor") to us, the times quoted are based on the Subcontractor's promised delivery to us or upon our estimate of delivery time.
- (d) In no event will we accept liability for any delay or failure in delivery if such delay or failure is caused by any act, matter or thing beyond our control.
- (e) Should you request us to postpone delivery of any item and such request is accepted by us, or if you delay in accepting or fail to accept any item from us, then,
 - (1) You shall pay to and indemnify us from and against all costs, charges and expenses of sorting, preserving, transporting and insuring that item, and the risk of any loss of or damage to that item shall be borne by you, and
 - (2) If we have given any condition or warranty that delivery of that item be made by a specified time, then that condition or warranty shall be rendered void.
 - (3) You shall inspect the goods immediately upon delivery and shall within seven days of delivery notify us by registered post or fax of any matter or thing by reason of which you may allege that the goods are not in accordance with the Contract.

In case of failure to give such notification the goods delivered by us shall be deemed to be in all respects in accordance with the Contract.

4. PRICE

- (a) The price quoted for the Order (the "Price") is subject to withdrawal by us at any time prior to our acceptance of the Order.

Signed

Dated.....

5. TERMS OF PAYMENT

- (a) Unless otherwise negotiated between you and us, our terms of payment are net cash within 30 days after the date of monthly statement for the month in which we delivered the goods.
- (b) We reserve the right to charge interest at the approved bank overdraft rate calculated on daily balances on any amount outstanding at the thirtieth day after the date of the Statement and thereafter. Nothing in this provision is to be construed as our consent to late payment of the Price.

6. PROPERTY AND RISK

- (a) Risk shall pass to you upon delivery but title to any goods to which our labour and materials have been applied under the Contract (the "Goods"), remains with us until payment in full for the Goods has been made and credited to our bank account without reservation.
- (b) Your dealings with the Goods prior to payment in full to us under subclause (a) above are to be conducted by you as Trustee for us. Any proceeds of sale of any of the Goods by you to a third party shall be held by you as Trustee on our behalf, and the trust implied therein will not determine until payment to us in full under subclause (a) is made.

7. WARRANTIES & LIABILITIES

- (a) In addition to and not to the exclusion of warranties imposed by law, we warrant that in the event of any defect in any of the Goods occurring or being discovered within 2 months from the date of delivery to you as a result of faulty design, material or workmanship attributable to us, then we shall repair or replace those Goods at our own expense, provided that:
 - (1) those goods have been handled with all proper care by you since delivery.
 - (2) The defect is not in your design or your specification by which we manufactured or otherwise treated the Goods.
 - (3) You have given us notice of the defect as soon as you became aware of it.
- (b) Processes performed by any Subcontractor shall only have the benefit of such warranty as we have from such Subcontractor and then only to the extent that such warranty is honoured by such Subcontractor.
- (c) No liability will be accepted by us for consequential losses, damage or any expense whatsoever arising out of or in consequence of any fault or defects in the Goods.
- (d) You hereby indemnify us in full for any criminal or civil liability arising out of our performance of the Contract which results in,
 - (1) breach of copyright or other intellectual property rights;
 - (2) defamation proceedings; or
 - (3) infringement of any other provision of the law of the Commonwealth of Australia or in any other jurisdiction to which the order relates. Should we discover prior to or during our performance of the Contract that such liability on us is likely to arise then we may at our option rescind the Contract and you shall pay us a cancellation fee as prescribed in clause 2 (a) hereof.

9. INTERPRETATION

In the interpretation of these Terms and Conditions of Business the headings are inserted for clarity of reference and do not define, limit or affect the interpretation hereof.