

DELIVERY FEE: \$50.00 PER DELIVERY (PLUS GST) in Sydney, Melbourne, Brisbane, Perth.

Outside these areas freight to customer's account.

1. Unless other terms and conditions are expressly accepted by Polyflor Australia Pty Ltd ABN 68 007 134 518 (Polyflor) by written amendment which refers to the terms and conditions to be amended, the contract for the sale and the purchase of goods and services (Product) is on the terms and conditions set out below (the Conditions of Sale or the Conditions). Except for the terms and conditions contained in the Application for Credit Account the Conditions of Sale exclude and supersede all prior discussions, representations and arrangements and any other oral or written Terms and Conditions whether or not they are endorsed on, delivered with or referred to in any purchase order, or other document delivered by the Buyer to Polyflor.

2. Orders: Polyflor may accept or reject orders it receives. An order is only accepted by Polyflor when it is acknowledged by Polyflor in writing or when the Product is delivered by Polyflor. Accepted orders cannot be cancelled without Polyflor's consent which may be refused or given with conditions.

3. Price: The Buyer must pay the Product price set out in Polyflor's price list current on the date the purchase order is accepted by Polyflor. Unless otherwise stated all prices are exclusive of GST and all taxes, and are subject to alteration without notice.

Any pricing issue concerning invoice value must be notified directly to your Polyflor Representative within 30 days of invoice date.

4. Delivery: All Product is sold on an ex-works basis and delivery occurs when the Product is placed at the disposal of the Buyer (including its nominee or agent) at Polyflor's premises. All quoted delivery or consignment dates are estimates only. Polyflor is not obliged to meet such dates and will not be liable to the Buyer by reason of delays caused by any reason whatsoever. Polyflor will not be liable for any loss incurred as a result of delay or failure to make any supply of Product or to observe any of these Conditions of Sale due to an event of force majeure, being any cause or circumstance beyond Polyflor's reasonable control, including but not limited to, any lack of production capacity or raw materials, strikes, lock-outs, labour disputes, fires, floods, acts of God or public enemy, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by any Government or any semi-Governmental authorities or embargoes. During the continuance of an event or force majeure Polyflor's obligations under these conditions will be suspended.

5. Returns: If the Buyer does not advise Polyflor in writing of any fault, damage or defect in Product or failure of Product to comply with the terms of a contract made pursuant to these Conditions within 14 days of delivery (a) the Buyer is deemed to have accepted Product and is deemed to agree that Product is not faulty, damaged or defective and comply with a contract made pursuant to the terms of these Conditions; and (b) the Purchaser releases and discharges Polyflor from and against any claims, actions, loss or liability relating to any fault, damage or defect in the Product or any failure of the Product to comply with a contract made pursuant to these Conditions.

Polyflor will replace any Product which in its opinion, appears to be faulty, damaged or defective or not in compliance with the terms of a contract made pursuant to these Conditions if (i) the Buyer advises Polyflor in writing of a fault, damage or defect in Product or a failure of Product to comply with the terms of a contract made pursuant to these Conditions within 14 days of delivery (ii) the Buyer has not used the Product (iii) the Buyer returns the non-complying product to Polyflor within 14 days after authorisation by Polyflor (or its authorised representative) and the issue of a Polyflor goods return number issued and (iii) pays a restocking fee including a return freight charge. If any product is replaced under this condition, Polyflor will have no additional liability to the Buyer.

Pricing and return claims not made in accordance with conditions 3 and 5 will be rejected and invoices will be due and payable within nominated payment terms.

6. Payment: Unless Polyflor has agreed to extend credit to the Buyer and subject to this clause, payment of the purchase price plus GST must be made in full by the last day of the next calendar month following the date of delivery of the Product. The Buyer is not entitled to withhold any payments or to refuse payment on the grounds of counter claims which are disputed by Polyflor. Polyflor may at any time require payments in immediately available funds on or immediately prior to delivery of the Product or the provision of other security acceptable to it if Polyflor believes it necessary to ensure performance by the Buyer of its obligations.

6.1 If the Buyer does not pay money by the due date for payment the Buyer must pay Polyflor on demand default interest in accordance with the rate prescribed from time to time in the Penalty Interest Rates Act 1983 (Vic) on all overdue amounts owed by the Buyer to Polyflor which interest will be calculated daily and will be payable together with the overdue amount. All payments made by the Buyer will be first applied to the accrued interest.

7. Risk: The risk in the Product passes to the Buyer on delivery in accordance with these conditions of sale.

8. Title: The Buyer agrees that until all monies owing by the Buyer to Polyflor are paid in full for the Product, legal and equitable title to the Product is retained by Polyflor. Until then, the Buyer is a bailee of the Product. The Buyer must (a) hold the Product as bailee and fiduciary agent of Polyflor; and (b) must keep it in its possession and control, in good repair and condition, excluding fair wear and tear and stored separately and marked so that the Product is clearly and easily identifiable as Polyflor's property and inform Polyflor of the location of the Product, if requested.

8.1 If the Buyer sells the Product before payment in full to Polyflor or if the Buyer uses the Product in a manufacturing or construction process of its own or some third party, it must hold such part ("such part" in this clause 8.1 means an amount owing by the Buyer to Polyflor at the time the Product is used in the manufacture of, or incorporated into use by other third parties or products) of the proceeds of any sale or dealing in the Product on trust for Polyflor in respect of that Product, and must keep such proceeds in a separate account as the beneficial property of Polyflor and the Buyer must pay such amount to Polyflor on demand.

8.2 Notwithstanding any other provisions to the contrary, Polyflor reserves the following rights in relation to the Product until all amounts owed by the Buyer to Polyflor in respect of the Product and all other goods and services supplied to the Buyer by Polyflor at any time are fully paid (a) legal and equitable ownership of the Product (b) to retake possession of the Product and (c) to keep or resell any of the Product repossessed.

8.3 In the event of a breach of this contract by the Buyer including, without limitation, failure by the Buyer to make payment for the Product by the date specified by Polyflor to the Buyer, the Buyer must return the Product to Polyflor immediately on demand. If the Buyer does not return the Product to Polyflor on demand, Polyflor is entitled (without further notice) to enter upon the Buyer's premises at any time to do all things necessary to recover the product.

8.4 The Buyer hereby grants full leave and irrevocable licence to Polyflor and any person authorised by Polyflor to enter upon any premises of the Buyer where the Product is stored for the purpose of retaking possession of the Product.

8.5 The Purchaser agrees that (a) it will be liable for all costs, damages, expenses or any other sums of money incurred or suffered by Polyflor (whether direct or indirect) as a result of Polyflor retaking possession of the Product or otherwise exercising its right under this clause; and (b) it will indemnify Polyflor for all fees (including legal fees on a full indemnity basis) costs and expenses incurred or suffered as a result of any and all prosecution, actions, demands, claims or proceedings brought by or against Polyflor in connection with retaking possession of the Product or the exercise by Polyflor of its rights under this clause, and the Buyer must repay all such fees, costs, losses, damages, expenses or any other sums of money on demand.

8.6 The parties agree that this clause 8 is not intended to create a charge or any other form of security interest and that if and to the extent that, as a matter of law, this clause creates a charge or any other form of security interest, the offending words must be deleted.

9. Limiting Liability:

9.1 These Conditions of Sale set out the entire agreement between the parties in relation to their subject matter. The terms of the United Nations Convention on Contracts for the International Sale of Goods, 1980 (**the Vienna Convention**) and all other terms or conditions in relation to the subject matter of these Conditions, whether implied by use, statute or otherwise, are expressly excluded.

9.2 No statement or recommendation made or advice, supervision or assistance given by Polyflor, its employees, agents, transport contractors or representatives whether oral or written must be construed as or constitutes a warranty or representation by the Supplier or a waiver of any clause in these Conditions. The Supplier is not liable for loss or damage arising directly or indirectly from any act or omission to act arising directly or indirectly from any such statements, recommendations, advice, supervision or assistance.

9.3 Subject to clause 5, Polyflor is not liable for any loss or damage, however caused (including, but not limited to, by the negligence of Polyflor), suffered by the Buyer in connection with a supply of the Product under these Conditions of Sale.

9.4 If the Trade Practices Act 1974 (TPA) or any other legislation implies a condition or warranty into these Condition of Sales in respect of the Product supplied, and Polyflor's liability for breach of that condition or warranty may not be excluded but may be limited, clause 9.3 does not apply to that liability and instead Polyflor's liability for any breach of that condition or warranty is limited to Polyflor doing any one or more of the following (at its election) (a) replacing the Product or supplying equivalent goods; (b) repairing the Products; (c) paying the cost of replacing the Product or of acquiring equivalent goods; (d) paying the cost of having the Product repaired.

9.5 Notwithstanding any other provision of these Conditions, Polyflor is not liable to the Buyer for any indirect or direct loss or damage suffered or incurred by the Buyer arising out of a breach by the Buyer of a contract made pursuant to these Conditions or a negligent act or omission of Polyflor or a breach of a statutory duty or obligation by Polyflor.

10. Termination: Polyflor may by written notice to the Buyer immediately end its agreement to sell and purchase the Product if the Buyer fails to perform any of its obligations under its agreement with Polyflor or Polyflor considers that the Buyer is or will become unable to pay debts as they fall due.

11. GST: In this clause a word or expression defined in the New Tax System (Goods and Services Tax) Act 1999 (Cth) has the meaning given to it in the legislation. If a party makes a taxable supply made pursuant to these Conditions, the consideration otherwise payable for the taxable supply will be increased by any GST payable on the taxable supply (if the agreement does expressly state that it includes GST). The supplier of the taxable supply will be entitled to recover from the recipient of the taxable supply any GST payable as an additional amount, provided the recipient receives a tax invoice for the taxable supply from the supplier.

12. Notices: Any notice to be given to a party under this document must be in writing and must be sent by post, facsimile or email to the address of that party shown in the quotation, purchase order or order acknowledgement. Notice is deemed to have been given at the time it would have been received in the normal course of post if sent by post, or if otherwise given at the time it was actually received.

13. Miscellaneous:

13.1 Nothing in these Conditions is intended to exclude, restrict or modify rights which the Buyer may have under the TPA or any other legislation which may not be excluded, restricted or modified by agreement.

13.2 A party waives a right under these Conditions only if it does so in writing.

13.3 Polyflor may assign or otherwise deal with the benefit of any contract made pursuant to these Conditions without the consent of the Buyer.

13.4 Polyflor may assign or otherwise deal with the benefit of any contract made pursuant to these Conditions.

13.5 This document is governed by and must be interpreted in accordance with the laws of the place in which the Product is delivered. The parties irrevocably submit to the non exclusive jurisdiction of Victoria.

Contact Polyflor Australia now on the number below and our staff will help provide you with an ideal flooring solution.

Call 1800 777 425