



## TERMS AND CONDITIONS OF SALE

### 1. Interpretation

1.1 In these terms:

“**Seller**” Mean Global Export Solutions PTY LTD T/A Global Export & Environmental Solutions: seller of items sold.

“**Customer**” means the purchaser of items from the seller.

“**Items**” means all items/goods sold and/or delivered by the seller to the customer.

“**Terms**” means these terms and conditions of sale.

### 2. Application

2.1 These terms apply to all contracts for the sale of items by the seller

2.2 No amendment, alteration, waiver or cancellation of any of these terms is binding on the seller unless confirmed by the seller in writing

2.3 The customer acknowledges that no employee or agent of the seller has rights to make any representation, warranty or promise in relation to the items of the sale of the items other than contained in these terms.

### 3. Terms of Sale

These standard terms and conditions govern all sales of items by the seller or any of its subsidiaries, divisions, affiliates or related entities to the customer regardless of whether the customer purchases the items through the medium of written purchase orders, electronic orders, verbal or written quotations, or any other writings or communications from seller and/or its affiliates relating to the items (collectively, the “Purchase Orders”). Upon sellers express acceptance by its issuance of a written Sales Order Acknowledgement (“SOA”) or upon commencement of performance by seller, these Terms and the Purchase Orders become a binding contract between customer and seller (the “Sales Agreement”). In case of any conflict between these Terms and the terms of a Purchase Order, these Terms prevail except where the seller has expressly accepted the conflicting term from the Purchase Order in its SOA. Absent such express written acceptance, any such conflicting or additional terms proposed by customer are expressly rejected by the seller. Except as otherwise set forth in these Terms. The seller must specifically agree to any addition or change to the Sales Agreement in a non-electronic writing signed by a duly authorized representative of seller before becoming binding on the seller.

### 4. Price

In addition to the price of the items as set forth in the Sales Agreement, customers agrees to pay to seller sales, use, excise, freight or similar taxes applicable to the sale of the items and such other costs and expenses described in these Terms. Prices are determined at the time of order and, prior to payment are subject to change without notice.

### 5. Payment

Customer must make payment to the seller in the currency stated on the invoice before release of items to freight company. If payment is made online the same terms apply and credit card information must be provided and approved before release of any items to freight company. The seller reserves the right to limit or cancel the credit of the customer, and the seller may require or demand advance payment and/or adequate assurances of performance from the customer prior to taking any preparatory steps for performing under the Sales Agreement or beginning the freighting of the Products. The seller will not schedule Products for shipping through online ordering system without payment is cleared in full. Declined payments void order and contact will be made with the purchaser to ensure funding is available. If shipping quote has not been requested by the purchaser before order form being sent through to the seller the customer automatically agrees to the shipping cost applied to their order. The seller reserves rights to change postage prices and charges without notice.



## **6. Packaging**

The seller reserves the right to substitute any other methods of packaging that is reasonably comparable to the original or enough to ensure items are received in good condition by the customer.

## **7. Delivery**

Items will be sent within 5 working days of receiving cleared payment. Items will not be shipped during any public holiday period or if the seller has closed for holidays. The seller will deliver the items pursuant to applicable freight classifications. The customer must pay all transportation costs of the items. The seller may make partial shipments at seller's sole discretion. If the customer refuses to accept tender or delivery of any of the items, such items will be held by seller awaiting the customer's instruction for twenty (20) days, after which the seller may deem the items abandoned and dispose or restock them as it sees fit, without crediting the customer's account. A delivery date indicated is not binding on the seller. A delivery date indicated by the seller is estimated but is not guaranteed. The seller will endeavour to meet the delivery date specified by the customer but cannot ensure exact date due to issues of third party shipping companies. If freight company is unable to meet that date, the customer has no claim for damages resulting from any such delay in delivery. Any date of delivery may be extended for a period long enough to ensure replacement is sent and report of lost items is issued with freighting company. The seller reserves the right to cancel without liability any Sales Agreement, the shipment of which is or may be delayed for any time decided by the seller by reason of any Delaying Event. The seller reserves the right to allocate in its sole discretion among customers or potential customers, or defer or delay the shipment of, any of the items, which is in short supply.

## **8. Changes to terms and conditions**

Global Eco & Environmental Solutions reserves rights to change and alter these terms and conditions without notice

## **9. Warranty**

All goods are supplied and covered by such warranties listed in the available warranty form and are subject to change without notice

## **10. Title**

Legal and beneficial ownership of the items will not pass to the customer until such time as the items have been paid in full cash or cleared funds.

## **11. Risk and Insurance**

11.1 The items are entirely at the risk of the customer from the moment of delivery to the customer's point of delivery or on collection, even though title in the items has not passed to the customer at the time.

11.2 The customer must, at its own expense, maintain the items and insure them for the benefit of the seller against theft, breakdown, fire, water and other risks from the moment of delivery to the customer and until title in the items has passed to the customer.

## **12. Inspection**

Unless the customer has inspected the item/s and given written notice to the seller within 2 days after collection or delivery that the item/s do not comply with the relevant specifications or description, the item/s are deemed to have been accepted in good order and condition.

## **13. Cancellations**

No order may be cancelled, modified or deferred without the prior written consent of the seller (which is at the seller's sole discretion). If such consent is given it is, at the seller's election, subject to the seller being reimbursed all losses, including loss of profits, and paid a cancellation fee (being not less than 20% of the invoice price of the item/s).

## **14. Limited Liability**

14.1 These terms do not affect the rights, entitlements and remedies conferred by the Trade Practices Act 1974.

14.2 The seller is not subject to, and the customer releases the seller from, any liability (including but not limited to consequential loss or damage) because of any delay in delivery or fault or defect in the items. The customer acknowledges that the seller is not:



(a) Responsible if the items do not comply with any applicable safety standard or similar regulation; and

(b) Liable for any claim, damage or demand resulting from such non-compliance.

14.3 If any statutory provisions under the Trade Practices Act 1974 or any other statute apply to the contract between the seller and the customer (Contract) then, to the extent to which the seller is entitled to do so, the seller's liability under the statutory provisions is limited, at the seller's option, to:

(a) Replacement or repair of the items or the supply of equivalent items; or

(b) Payment of the cost of replacing or repairing the items or of acquiring equivalent items;

And in either case, the seller will not be liability for any consequential loss or damage or other direct or indirect loss or damage.

#### **15. Force Majeure**

The seller will not be liable for any breach of contract due to any matter or thing beyond the seller's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lock-outs, work stoppages, wars, riots or civil commotion, intervention or public authority, explosion or accident.

#### **16. Governing Law**

These terms and the contract shall be governed by the law of Victoria and the parties submit to the courts of Victoria in respect of any dispute arising.