

# RONSON GEARS

## TERMS & CONDITIONS OF SALE RONSON GEARS PTY LTD ABN 79 004 510 972

### DEFINITIONS AND INTERPRETATION

- In these Terms and Conditions:  
"Customer" means any person or entity who purchases Goods from Ronson, and where applicable includes the employees, contractors, agents and subcontractors engaged by the Customer to purchase Goods from Ronson.  
"Goods" means the Goods supplied by Ronson to the Customer.  
"Ronson" means Ronson Gears Pty Ltd ABN 79 004 510972 or any related company.

### CHARGES FOR SALES

- The Customer acknowledges and agrees that Ronson reserves the right to adjust the purchase price due to additional costs or discounts which were not foreseen or which were omitted by the Customer at the time the order was placed or the specifications given. Ronson will notify the Customer where any difference in value occurs or is expected to occur.
- The actual purchase price and any payment terms for the sale of Goods shall be those detailed in the relevant invoice(s) provided to the Customer by Ronson from time to time.
- All fees and payments to be made by the Customer to Ronson are inclusive of any amount payable in respect of Goods and Services Tax (GST) as set out in the relevant invoice(s).

### TITLE AND RISK

- Title to and property in all Goods purchased by the Customer remain with Ronson until any and all amounts owing by the Customer to Ronson at the time that the Goods are delivered to the Customer have been paid in full including any amounts owing in respect of the Goods delivered.
- Notwithstanding clause 5 above, risk of any loss or damage to all Goods due to any cause whatsoever shall be borne by the Customer from the time of despatch to the Customer or a third party or from the time of pick up by the Customer or a third party as the case may be. The Customer shall be solely responsible for insuring the Goods.

### DELIVERY OF GOODS

- Unless otherwise specified and agreed by Ronson, the Customer shall be responsible for the freight, delivery and/ or collection of the Goods. Where a delivery date is specified, Ronson will endeavour to secure delivery by the specified date but Ronson does not guarantee delivery on that date and will not be liable for any costs or damage caused by or related to late delivery.
- Unless written notice to the contrary is received by Ronson within seven days of delivery:
  - the Goods delivered will be deemed to be in good condition; and
  - the quantities of Goods delivered as detailed by Ronson in the relevant invoice shall be deemed to be correct.

### RETURN OF GOODS

- Goods will only be considered for return for credit if they are returned in good and resaleable condition and when the original invoice number and date of supply are quoted.
- Unless otherwise agreed by Ronson in its sole discretion, Credits may only be allowed where the Goods are returned by the Customer within 30 days of the tax invoice date and where the credit claimed for the Goods is at least \$40 or an amount equal to 20% of the invoice value where the total invoice value is greater than \$200.
- Unless otherwise agreed by Ronson in its sole discretion, the following Goods cannot be returned for credit under any circumstances:
  - Any Goods specifically made for and purchased by the Customer;
  - Any Goods damaged or altered in any way by the Customer;
  - Any non stock items.
- Any fees or charges paid for freight and/ or delivery fees are strictly non-refundable and are not eligible for credit.
- Acceptance by Ronson of the delivery of Goods returned for credit does not signify an agreement to issue a credit note. A credit note will only be issued after the Goods have been inspected by Ronson and determined by Ronson in its sole discretion to be in satisfactory condition and otherwise satisfy the requirements for the return of Goods. In the event a credit note is not issued following the return of Goods Ronson will notify the Customer and the Goods will be made available to the Customer for collection.

### PAYMENT TERMS AND CREDIT ARRANGEMENTS

- Unless otherwise agreed by Ronson all Customers are required to complete a credit application in such form as is specified by Ronson from time to time.
- The Customer will pay for Goods purchased according to the payment terms specified by Ronson and agreed by the Customer at the time of sale as set out in the relevant Invoice.
- Unless otherwise agreed by Ronson, where a Customer's credit application has been approved by Ronson the terms of payment are strictly 30 days net from the date of the tax invoice.
- Payment can be made to Ronson by cheque, electronic transfer or direct debit, Bankcard, Visa, Mastercard or by direct deposit to any branch of the National Australia Bank.
- Ronson may decline or revoke any credit application at any time and for any reason, and may require any security it deems necessary prior to the granting or reinstatement of any credit account, including where applicable the provision of supporting guarantees.
- Cash on delivery Customers shall be required to make payment upon completion of the Goods.
- Ronson may request the Customer to pay a deposit prior to manufacture of the Goods.

**JUST IN TIME SUPPLY ARRANGEMENTS**

21. Where Ronson agrees to supply Goods to a Customer on a Just In Time basis, via kanban or on an "at call" basis, the Customer acknowledges and agrees that the supply of Goods is subject to and conditional upon the following additional terms and conditions:
- 21.1. the Customer agrees and undertakes to provide Ronson with a forecast schedule setting out the Customer's forecasted demand for Goods. The forecast schedule must be in writing and in such form as is specified by Ronson from time to time;
  - 21.2. the Customer acknowledges and agrees that it is solely responsible for ensuring that the forecast schedule is regularly maintained and updated;
  - 21.3. the Customer acknowledges that Ronson is relying upon the information set out in the forecast schedule and warrants to Ronson that any forecast schedule provided by the Customer will have been duly authorised and accurate such that Ronson may rely on it;
  - 21.4. to assist the Customer with the preparation of the forecast schedule Ronson agrees to provide the Customer with details of the manufacturing lead time for the Goods and the economical manufacturing batch quantity;
  - 21.5. the Customer must provide Ronson with a written purchase order in such form as is specified by Ronson, even in circumstances where a kanban arrangement is being utilised;
  - 21.6. unless otherwise agreed by Ronson, a Customer may only terminate a Just in Time, kanban or "at call" arrangement by giving Ronson at least 12 weeks notice in writing; and
  - 21.7. notwithstanding the termination of the Just in Time, kanban or "at call" arrangement the Customer remains liable to purchase within 6 months of the termination of the arrangement any stock of Goods (including work in progress) manufactured by Ronson during the period of the arrangement for the purposes of it meeting its obligations under the arrangement and in particular being able to comply with the forecast schedule.

**GENERAL OBLIGATIONS**

22. The Customer will treat as confidential and will not use or disclose to any other person any information relating to quantities, price, or availability of any Goods provided by Ronson to the Customer and these obligations shall survive any termination of the obligations contained in the Conditions.
23. The Customer must comply with all legal requirements relating to the safe use of the Goods including compliance with all safety guidelines and/or instructions, if provided.

**ENFORCEMENT**

24. For the purposes of securing the performance by the Customer of its obligations under these Terms and Conditions, the Customer agrees that if any payment is in arrears for seven days or more or the Customer is in breach of any other provision of these Terms and Conditions, then without prejudice to any other rights or remedies available to Ronson, Ronson may suspend delivery or supply of the Goods, recover the Goods sold or any equivalent or identical Goods owned by the Customer, without giving the Customer notice in writing and without prejudice to any monies which may become due to Ronson. The Customer will assist Ronson to return the Goods immediately to Ronson.
25. In the event of any non-payment or other breach of the Terms and Conditions, the Customer will pay all of the actual costs of any debt collection incurred by Ronson and interest at the rate of 2.5% per month on all overdue amounts including all costs of recovery or costs incurred by Ronson in enforcement or attempted enforcement of the Conditions and in the event of legal action will pay continuing interest at that rate after judgment until full payment has been received by Ronson. Ronson reserves the right to cancel any credit on overdue accounts.

**LIMITATION OF RONSON'S LIABILITY**

26. The Customer will indemnify Ronson for all claims for injury to persons and/or damage to property caused by, or in connection with or arising out of the Goods or the use to which they are put by the Customer, and for all costs and charges in connection with such claims whether arising under statute or common law including any claims for consequential loss or damage.
27. Any advice, recommendations, information, assistance or service given by Ronson to the Customer in connection with the use or application of the Goods supplied is given in good faith and does not constitute a warranty or guarantee on the practicability, efficacy, safety or use of such Goods. Ronson will not be responsible or liable for any loss or damage suffered in reliance upon such representations and the Customer shall be responsible for making its own inquiries and confirming the accuracy and reliability of any representations made or advice given by Ronson.

**PARTS MADE TO SAMPLE AND CUSTOMER DRAWINGS**

28. Where Goods are to be manufactured to a sample or drawings supplied by the Customer it is the Customer's sole responsibility to clarify all tolerances and technical specifications prior to manufacture. Ronson will be in no way liable or responsible for any defects, loss or damage suffered by the Customer where the Goods are manufactured pursuant to a sample or sub-standard drawings provided by the Customer.

**MISCELLANEOUS**

29. These Conditions are governed by the law of Victoria, Australia.
30. No variation to the Conditions shall be valid or binding unless recorded in writing and signed by both parties.