In these standard trading conditions (conditions):

- Goods means all materials, goods and services provided by us, including spare parts for commercial, heavy and light passenger vehicles, vibration dampeners and suspension components, and any other goods or services supplied by us to you at your request; you and similar expressions, refer to Vulcanite Pty Limited (ACN 000 055 069), Unit N1, 391 Park Road, Regents Park, NSW 2143, +61 (2) 8889 3999.
- and to assure performance of your obligations, you hereby give us an irrevocable power of attorney to do anything we consider you should do under these conditions.

Quotations
1. Any quotation is merely an invitation to you to place an order with us. We issue quotations based on information supplied by you to us. If the information you supply is insufficient, misleading or incorrect, you may not be able to conform to our specifications but are not suitable for your purpose (see also clause 39).

2. We reserve the right to correct any obvious errors in any quotation, tender or price list, whether technical or otherwise.

Not obliged to accept orders
4. We are not obliged to accept any order from you. If an order is accepted, we will carry you on our list and pay you for the goods in accordance with these conditions.

Our conditions overrule any form or document
6. These conditions apply and prevail even if they are inconsistent with anything said or implied in any earlier or later order form or similar document.

Non-compliance of order or return of goods
7. No returns or cancellations will be accepted without prior written agreement from us, which we may provide or withhold in our discretion (including imposing conditions).

9. If you do not consider an invoice correct, you must notify us of your objection to us before you take your goods out and return any goods to us in original packaging with our original invoice number. If we agree to issue a credit note to you, you acknowledge that it will allow us to inspect the Goods to see if they are in good order and that our failure to inspect is commercially realisable for us to re-sell the Goods, and this does not mean we are bound to agree with the returned goods.

10. You must not dispose or purport to dispose of, or create or purport to create or permit to create any security interest in, or the alternate Good offered is substantially similar to that previously offered or represents the same goods.

Credit
14. We are not obliged to give you credit merely because we have previously given you credit.

15. If we decide to give you credit, we will provide you with notice of our decision. Credit will be given on the basis of these conditions and any additional conditions that we set for giving you credit.

16. We may decline to give you further credit at any time. If we do so, these conditions and any credit conditions continue to apply to any amounts which you owe under the credit arrangement and any other taxes, excises and duties that are payable to the supplying of Goods by us.

17. We may, subject to the terms of any additional document setting out the terms on which we provide you credit, withdraw any credit provided to you and require that any monies are payable to us on demand.

Overdue payments
18. If any amount you owe us is not paid by the due date then:
   (a) all money that you owe us on any account becomes immediately payable despite any previously agreed credit conditions;
   (b) we may suspend your order unless you return Goods for which you are entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality, and to assure performance of your obligations, you hereby give us an irrevocable power of attorney to do anything we consider you should do under these conditions.
   (c) enabling us to exercise rights in connection with the security interest,

VULCANITE TERMS AND CONDITIONS OF SALE
46. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

47. Where a warranty claim is made, you must, at your cost, send:
(a) the Goods which you believe to be defective; and
(b) digital photographs and an engineering summary in respect of the alleged failure of the Goods, to our premises located at Unit N1, 391 Park Road, Regents Park, NSW 2143, for our inspection and, if approved, processing under this warranty.

48. If you are unable to return Goods to us in accordance with clause 47, you must contact us on +61 (2) 8889 3999, or by email at Sales-AsiaPacific@vulcanite.com, to arrange an ‘on site’ inspection. You will be responsible for all travel costs reasonably incurred by us in carrying out such an inspection.

49. These warranties are for your benefit only, and may not be transferred.

50. If you are located in Australia, and you acquire Goods from us for the purpose of re-supply, and you choose to give one of your customers a warranty against defects, that warranty must comply with the requirements prescribed by the Competition and Consumer Act 2010 (Cth) (CCA) or other legislation.

Limitation of Liability

51. Terms, conditions, warranties and guarantees implied by law, including the Australian Consumer Law, that cannot be excluded, restricted or modified apply to these conditions to the extent required by that law.

52. We exclude all other terms, conditions, warranties and guarantees which would otherwise be implied concerning the activities covered by these conditions.

53. You acknowledge that you do not rely on any representation, warranty, guarantee or other provision made by us or on our behalf which is not expressly stated in any contract between you and us.

54. Where we are permitted to limit our liability, our sole liability to you for negligence, tort, or breach of contract, breach of statutory duty, or breach of a condition, warranty or guarantee, is limited at our option:
(a) in respect of goods, to:
(i) replacement of the goods, or supply of equivalent goods; or
(ii) repair of the goods; or
(iii) payment of the cost of replacing the goods or of acquiring equivalent goods; and
(b) in respect of services, to:
(i) supplying of the services again; or
(ii) payment of the cost of having the services supplied again.

Other damages claims excluded

55. Subject to clause 54, in no event will we or any of our officers, directors, employees, shareholders, agents or representatives be liable to you or any third party for any special, indirect, incidental, exemplary or consequential loss or damage, or loss of goodwill or reputation, loss of profits or revenue, loss of anticipated benefits or savings, loss of any prospective business opportunity, loss of production or other business interruption or loss of data in any way relating the supply or non-supply of our Goods, even if we have been notified of the possibility or likelihood of such damages.

Indemnity

56. You indemnify us against all claims, demands, damages, penalties, costs, charges and expenses to which we may become wholly or partially liable where we manufacture or sell Goods according to your specification and, the manufacture or sale of those Goods by us involves an infringement or alleged infringement of the intellectual property rights of any third party.

Unexpected delay

57. We are not responsible for delay caused by something outside our reasonable control, including our inability to secure continued supply of the Goods. Without limiting those general words, that applies where we have problems due to accidents, strikes, transport difficulties or stock shortages.

Estimated delivery times

58. Delivery times are estimates only and we are not liable for delays in delivery.

Certificate of debt

59. Statements of account we send in the ordinary course of business by ordinary post to your last known address are prima facie evidence of the amounts you owe us. You are bound by any certificate signed by any of our directors or solicitors which shows any amount or calculation relevant to what you owe us, except where there is an error obvious on the face of the certificates.

Dispute Resolution

60. If a dispute arises out of or relates to these terms, or the breach, termination, validity or subject matter thereof, or as to any claim in tort, in equity or pursuant to any domestic or international statute or law, either party may notify the other that such a dispute has arisen.

61. A party claiming that a dispute has arisen must give written notice to the other parties to the dispute specifying the nature of the dispute.

62. On receipt of such notice, the parties to the dispute must within seven (7) days of receipt of the notice seek to resolve the dispute.

63. If the dispute is not resolved within seven (7) days or within a further period as the parties agree then the dispute is to be resolved by arbitration as follows:
(a) where all parties to the dispute are located within Australia – in accordance with the Rules for Domestic Arbitration of the Australian Commercial Disputes Centre; or
(b) where a party to the dispute is located outside Australia – in accordance with the Arbitration Rules of the Australian Centre for International Commercial Arbitration.

64. The venue or seat for an arbitration set out in clause 63 will be Sydney, Australia, and the arbitration will be conducted in English.

65. The parties agree that an award handed down by an arbitrator in connection with an arbitration under clause 63 will be binding on all parties to the arbitration.

Variation of these conditions

66. These conditions may be changed by us from time to time by us giving you notice of the change. Notice is deemed given (whether or not actually received) when we do any of the following: (a) send notice of the change to you at any address (including an email address) supplied by you; or (b) publish the amended conditions on our web site at www.vulcanite.com.au.

Applicable law

67. Any agreement containing these conditions is deemed to be an agreement made in and governed by the law New South Wales, Australia and the parties submit their disputes to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

Statutory successor

68. In these conditions a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

Severance

69. Any provision of this agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this agreement enforceable, unless this would materially change the intended effect of this agreement.

Not a consumer contract

70. You agree that your acquisition of the Goods is not for personal, domestic or household use or consumption, and any binding commitment incorporating these conditions is not a ‘consumer contract’ for the purposes of the CCA.


71. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will have no force or effect on these conditions.