



## CONDITIONS OF SALE

### 1. CONDITIONS OF CONTRACT

In these Conditions "Goods" shall mean all goods materials and services supplied or sold by Global Architectural Fabrications, Subic, hereinafter referred to as "GLARFAB" and "Buyer" shall mean any person or persons, firm or firms or company or group of companies who shall at any time purchase goods from GLARFAB. These conditions shall apply to and govern all contracts for the sale or supply of Goods by GLARFAB to any Buyer and shall take effect in priority to any other terms or conditions stipulated or referred to by the Buyer or incorporated in any document issued by the Buyer with any order unless agreed to by GLARFAB in writing. All orders shall be in writing addressed to GLARFAB and shall state in clear terms the quantity and description of the goods ordered and any other information which GLARFAB may from time to time and at any time require. Commercial terms used in the contract such as Ex Works, F.O.B., and C. & F. shall have the meaning assigned to them by INCOTERMS latest edition.

### 2. LAW OF CONTRACT

The contract for the sale of Goods and the interpretation of these Conditions shall be governed by the law of Victoria Australia and the Buyer agrees to submit to the jurisdiction of the Victoria Australian Courts. Each clause and sub-clause in the Conditions is separate and severable and enforceable accordingly.

### 3. VARYING PRICES

The prices of the Goods may be subject to variation by GLARFAB to the effect that GLARFAB shall be entitled to charge for the goods the prices ruling at the time of their despatch according to GLARFAB's price list. GLARFAB reserves the right to impose a supplement on any order for Goods whose total value is less than \$100.

### 4. DELIVERY

An estimated date of delivery shall be given by GLARFAB to the Buyer after receipt by GLARFAB of an order in writing including deposits where stipulated and all drawings and other information which GLARFAB may at any time deem necessary to proceed with manufacture of the Goods ordered. Any variation to the order requirement may result in altered delivery dates. Although estimated delivery dates are given in good faith and on the best available information time shall not be of the essence of any contract for the sale of Goods unless otherwise agreed in writing between GLARFAB and the Buyer and GLARFAB shall not be liable for any loss, direct or consequential, arising out of any failure for whatever reason to deliver by the estimated date. Late delivery shall not effect the obligation of the buyer to pay the price.

### 5. GUARANTEE

Subject to our standard conditions available on request.

### 6. FORCE MAJEURE

GLARFAB shall not be liable in any way for loss or damage arising directly or indirectly through or in consequence of delivery of the Goods being prevented or delayed or any other failure to perform the contract due to or by reason of happenings or occurrences outwith GLARFAB's direct control. Without prejudice to the foregoing generality, GLARFAB shall not be liable for any failure to perform caused directly or indirectly by government action, acts of God, riots, combination of workmen, lockouts or strikes or disturbances wherever taking place, shortage of raw materials, fuel or power, accidents to aeroplanes, shipping or railway lines, failure of ships to sail at advertised items, and accidents through fire, flood, heat, frost or intemperate weather.



## **7. DRAWINGS AND DESIGNS**

Designs prepared by GLARFAB for the Buyer together with dimensions, engineering and illustrations published by GLARFAB

- (a) shall be the exclusive property of GLARFAB who shall at all times retain the copyright;
- (b) shall not be passed by the Buyer to a third party without explicit written consent of GLARFAB and
- (c) are only for the guidance of the Buyer and shall not form part of any subsequent contract between GLARFAB and the Buyer.

## **8. INSPECTION**

If GLARFAB agrees to the Buyer or its agents or representatives inspecting the Goods at the producing works before delivery, that inspection shall be at the Buyer's expense and be final and on its completion to the satisfaction of the inspector the Buyer shall be deemed to have accepted the Goods. If the inspector does not indicate to GLARFAB immediately on completion of his inspection his opinion of the Goods the Buyer shall be deemed to have accepted them.

## **9. PASSING OF PROPERTY**

- (a) Unless otherwise agreed in writing between GLARFAB and the Buyer the property and title in Goods shall not pass to the Buyer until the price thereof has been received by GLARFAB in full. Notwithstanding the foregoing, the risk of loss or destruction of the Goods shall pass to the Buyer immediately upon delivery.
- (b) Until such price is received the Buyer shall hold the proceeds of the sale of any of the Goods or any products into which the Goods may be incorporated in trust for GLARFAB absolutely.

## **10. DELIVERY CHARGES**

All prices are quoted ex works Subic Bay unless advised in writing. Cost of carriage will be the sole responsibility of the Buyer. Goods will be packed suitable for local delivery. Buyer should notify GLARFAB if export crates are required. Cost of export packaging is to Buyer's account. Where export is bulk and containerised then this will be included, if notified, by GLARFAB in their quoted price.

## **11. LOSS OR DAMAGE IN TRANSIT**

GLARFAB shall not be liable for any loss or damage suffered by the Buyer in respect of Goods delivered or to be delivered within Australia after they have been delivered to the place of delivery stipulated by the Buyer and in the case of Goods for export, GLARFAB shall not be liable for any loss or damage which may occur after they have been delivered on board the ship or aeroplane in which they are to be transported. Insurance of Goods is Buyer's care.

## **12. CANCELLATIONS**

In the event of the Buyer cancelling an order for whatever reason, GLARFAB reserves the right to charge the Buyer either the full price of the Goods ordered or a proportion thereof depending upon the progress of the order at the time of cancellation, which proportion shall not in any event be less than 20% of such price.

## **13. NOTICES**

Unless otherwise agreed in writing between GLARFAB and the Buyer all notices which are required or which may be served under the foregoing conditions shall be in writing and shall be deemed sufficiently served if faxed and or posted to the address shown on the Buyers official order.