

RONANE INTERNATIONAL TRADING
A DIVISION OF GROVE INTERNATIONAL PTY LIMITED ABN 15 000 225 347

TERMS OF SALE AND DELIVERY CONDITIONS

- 1. General:**
Every part shipment shall be considered a separate transaction. Ronane reserves the right to deliver 10% more or less quantity. Shipment may be effected by one or several vessels or by other means of transportation with or without transshipment unless expressly otherwise confirmed.
Invoices shall be based upon the weight determined at the supplier's factory unless specific provision has been made to the contrary.
- 2. Price Variation:**
The price quoted is based on present pricing from the supplier. Should there be any increases in this pricing between the date of the contract and the date of delivery due to an increase in cost or a shortage of raw materials, an increase in the cost of production or in other exceptional circumstances beyond Ronane's control, Ronane shall be entitled to renegotiate the price with the buyer and, failing agreement on such new pricing, this contract shall be at an end and neither Ronane nor the buyer shall have any claim upon the other.
- 3. Limitation of Liability:**
Ronane shall not be liable for any loss or damage, including consequential loss or damage, suffered by the buyer due to the inability of or delays by Ronane to fill any order caused by a delay in, interruption to, or incorrect supply of goods from the supplier to Ronane or any loss, breakage or delay during transportation. Any date for delivery is given and intended as an estimate only and Ronane shall not be responsible for the consequences of delayed delivery howsoever arising.
- 4. Claims:**
Ronane does not accept any responsibility for the goods supplied being suitable for the buyer's contemplated purposes, or any claims arising from the processing of goods. Ronane shall not be liable for any claims of consequential damages.
No guarantee arises that goods sold or delivered will exactly match where there is a sale by sample. Samples shall only be considered as the approximate character or general type of the goods. The description 'same as supplied before' shall always be understood to mean 'approximately as supplied before'.
Subject to these terms and conditions, Ronane will act on valid claims only where:

 - The goods have been presented for inspection immediately after they have come into possession of the buyer, its servants, agents or customers.
 - The claim is in writing.
 - The claim is sent by registered mail within 14 days after the arrival at the point of destination or 3 days after the buyer has taken delivery of the goods, whichever is earlier.
 - Accompanied by a survey report completed by an authorized surveyor.
 - Goods delivered or collected have been kept separate, and remain in their original packaging with marks intact.

Claims do not entitle the buyer to withhold payments for goods partially or wholly.
Where the buyer defaults in taking delivery, Ronane has discretion to cancel such quantities in default or forward the goods to the buyer or a warehouse at the buyer's expense. All charges incurred as a result of the buyer not taking delivery shall be to the buyer's account.
- 5. Exchange Rate:**
Ronane reserves the right to withdraw from the contract if the currency exchange rate differs to its disadvantage by at least 3% in the period between the date of signing the contract and the date of actual delivery.
- 6. Payment:**
In the case of failure by the buyer to comply with the terms and conditions of the contract, Ronane may withdraw from the contract and claim damages, notwithstanding any contractual stipulation or previous acceptance of the bills of exchange. Upon any default of payment by the buyer or any other occurrence which may endanger proper settlement of the contract, Ronane may without prejudice to its other rights under the contract suspend all further deliveries or cancel the contract or require an advance or immediate payment.
Where payment is not made within the contract period, Ronane reserves the right to charge interest for default or delay at 2% per annum above the ruling bank rate charged for overdraft facilities of equal value to the contract price.
- 7. Passing of Title:**
Ownership in all goods supplied by Ronane remains in Ronane until payment in full is made for the goods and for all other goods supplied by Ronane. In the event that the buyer mixes or combines those goods with other goods in the course of a manufacturing process, then ownership of the manufactured product will remain with Ronane until full payment for the goods supplied has been made. Ronane retains the right to re-take possession of the goods as supplied or mixed and the power to re-sell the goods or product.
The buyer shall store the goods on its premises in accordance with any directions given to it by Ronane and shall provide Ronane full and free access to its premises, upon request, for the purposes of inspection and, if required in accordance with these terms, repossession of the goods.
- 8. Force Majeure:**
If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Ronane it is unable to perform in whole or in part any obligation under this contract, Ronane shall be relieved from its obligation under this agreement to such extent or for the period that Ronane shall determine.
- 9. Taxes, Duties and Import Licences:**
Unless provision has been made to the contrary, the buyer shall bear all increases of duty, taxes and/or similar dues or any other Government charges that may happen to take effect after signature of the contract. The same applies to any such dues introduced initially. Consular fees, as well as all other expenses in connection with the issuing of consular invoices, certificates of origin and the like shall be at the buyer's expense. Unless provision has been made to the contrary, it is up to the buyer to procure any import licenses that may be required.
- 10. Freight Rates:**
Prices confirmed are based on the freight rates applicable at the time of order confirmation. Any increase or reduction in the freight rate, becoming effective after the date of order confirmation is for the buyers account.
The buyer shall bear the cost of all increases in freight charges including any increases arising as a consequence of surcharges, strikes and/or lock-outs, delays or otherwise.
- 11. Jurisdiction:**
This contract shall be deemed to have been made in the State of New South Wales, Australia and the construction, validity and performance of this contract shall be governed in all respects by the law for the time being in force in that State.
- 12. Trading Terms:**
The current Incoterms apply to the contract so far as they are not inconsistent with these terms and conditions which shall apply to the extent of any inconsistency.