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## CONDITIONS OF SALE – Version 8

1. The word “Seller” as referred to in this contract shall hereafter mean Cut to Size Plastics Pty Ltd and/or Hercules Engineering Australia and the word “Buyer” shall mean the Person, Persons or Company entering into Contract with Cut to Size Plastics Pty Ltd and/or Hercules Engineering Australia.
2. The Seller accepts the instructions of the Buyer to supply Goods or Render Services detailed on the Buyer’s Document of Instruction, on the TERMS & CONDITIONS as stated herein.
3. This Contract is not subject to cancellation or change by the Buyer without the written consent of the Seller.
4. If cancellation of this Contract is agreed to by the Seller, the Buyer must pay all costs, overheads and pro rata profits incurred to date by the Seller.
5. The Buyer shall indemnify the Seller against all claims which may be made against the Seller in the event of his infringement of patents arising from the Seller’s compliance with the Buyer’s designs or instructions.
6. Tools, Dies, Moulds and Fixtures of any description, which are developed or made under an order, shall remain in the possession of the Seller unless otherwise agreed. The Seller reserves the right not to disclose the techniques of production or tool making used unless written agreement shown to the contrary.
7. The Buyer shall inspect the goods immediately on arrival and if they prove defective, must make a written claim within seven days from delivery. In the event of a justified objection the Seller may, at the Seller’s option:
  - a) reduce the purchase price by agreement with the Buyer, or
  - b) accept the return of the goods and subject to the goods return being in the same condition as when delivered to the Buyer, refund to the Buyer the purchase price, or
  - c) replace the goods;and no additional claims of any nature may be made against the Seller and in particular but without limiting the generality for loss of profits or consequential loss or damages.
8. Title and responsibility for goods shall pass to the Buyer on full payment for the goods by the Buyer.
9. The Seller does not warrant the suitability of Goods or Materials for any particular purpose or event though samples or information as to observed properties of Goods or Materials may have been supplied to the Buyer. All information is given in good faith but without warranty.
10. Payment for goods is Payment With Order unless credit has been established. Payment of credit accounts is strictly Nett 30 days from end of month. If settlement is not made within these terms we reserve the right to change your account terms without notice.
11. All prices quoted are ex works Cut To Size Plastics and freight charges apply to all deliveries.
12. The TERMS & CONDITIONS as stated herein shall be the entire basis of Contract between Buyer and Seller and shall invalidate all conditions which may appear on any document emanating from the Buyer.
13. 50% Deposit is required with your first order, even if the Credit Account is approved.

**Please note that any fees or charges that arise from Credit or Debit Card payments will be invoiced to the Buyer.**