

STANDARD TERMS AND CONDITIONS OF SALE (AUSTRALIA)

Force Majeure

STOCR shall not be under any liability whatsoever for the consequences of any failure on its part to perform or delay in performing any obligation under the Contract when due, whilst and to the extent that such failure or delay is due directly or indirectly to any event of force majeure. Without limiting the generality of the foregoing, this includes any liability whatsoever for any delay in completion, delivery, despatch, shipment or arrival of the goods or in the tender of any documents or the like. "event of force majeure" includes any acts of God, war, riots, strikes, lock outs, trade disputes, fires, break downs, mechanical failures, interruptions of transport, Government action or any other cause whatsoever, whether or not of a like nature to those specified above, outside the reasonable control of STOCR. If there is an event of force majeure, STOCR will notify the Purchaser of the event and the likely impact on its performance under the Contract. If the event affect the capacity of STOCR to complete its material obligations under the Contract in a timely manner, STOCR may by notice to the Purchaser terminate the Contract without any liability whatsoever on its part arising from such termination

Indemnity

The Purchaser shall keep STOCR indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature, including, without prejudice to the generality of the foregoing, claims of death, personal injury, damage to property and consequential loss (including loss of profit) which may be made against the Purchaser or which the Purchaser may sustain, pay or incur as a result of or in connection with the manufacture, sale, export, import or use of the goods unless such costs, claim, demand, expense or liability shall be directly and solely attributable to any breach of contract or guarantee by, or negligence of, STOCR or its duly authorised employee or agent.

Health and Safety

It is the Purchaser's responsibility to ensure that all applicable health and safety regulations are observed and other appropriate steps taken in relation to the storage, handling and the use of the goods and, where information is supplied to the Purchaser on potential hazards relating to the goods, to bring such information to the attention of its employees, agents, sub-contractors, visitors and customers. Without prejudice to the foregoing, it is also the Purchaser's responsibility to provide safe facilities for the reception of goods into storage

Cost Recovery

Any expenses, costs or disbursements incurred by STOCR in recovering any outstanding monies owing by the Purchaser including debt collection fees and solicitors' costs shall be paid by the Purchaser, providing that those fees do not exceed the scale charges as charged by that debt collection agency or solicitor plus any out of pocket expense

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Goods and Services Tax (GST)

Goods and Services Tax (GST) will be charged on those products that attract GST at the applicable rate.