

CHEETHAM SALT LIMITED A.B.N. 81 006 926 487 ('Cheetham')
STANDARD CONDITIONS OF SALE

1. **General:** These terms and conditions (**Conditions**), together with the Cheetham Salt Supply Agreement (where applicable) and all documents specified on it, constitute the entire terms of the Agreement to supply Product to the Customer (**Agreement**). The Conditions exclude and supersede all prior discussions, representations and arrangements and any other oral or written terms and conditions whether or not they are endorsed on, delivered with or referred to in any purchase order or other document delivered by the Customer to Cheetham.
2. In the event of ambiguity, conflict or confusion between the documents constituting the Agreement, the terms of the Cheetham Salt Supply Agreement (where applicable) prevail. The definitions contained in the Cheetham Salt Supply Agreement (where applicable) apply to these Conditions.
3. **Orders:** Cheetham may accept or reject orders it receives. Accepted orders cannot be cancelled without Cheetham's consent which may be refused or given with conditions. The supply of Product is subject to availability. The supplies of partial shipments are permitted unless otherwise agreed in writing. Cheetham reserves the right to suspend or discontinue the supply of Product to the Customer. If Cheetham is unable to supply all of the Customer's order, these Conditions continue to apply to any part of the order supplied.
4. **Price:** Unless otherwise stated in a written quotation, prices for Product are those in the Contract Pricing Schedule attached to the Agreement. Unless otherwise stated all prices are exclusive of GST and all taxes and are subject to alteration without notice.
5. **Payment:** The terms of payment for the Product are 30 days nett without deduction or set off. Time is of the essence. Invoices shall be issued and will be payable in respect of every delivery notwithstanding that the balance of the order has not been nor will be delivered for any reason. Where any payment is not made by the due date, Cheetham may charge interest on any overdue portion from the date the payment was due until the date payment is made (both dates inclusive) at a rate equal to 1% above the indicator lending rate for the time being advised by National Australia Bank.
6. **Delivery:** Unless otherwise stated, delivery of the products shall be FIS. All quoted delivery or consignment dates are estimates only. Cheetham is not obliged to meet such dates and will not be liable to the Customer by reason of delays caused by any reason whatsoever.
7. **Chep and Loscam Pallets:** In the event that Products are delivered on Chep or Loscam hire pallets the Customer agrees and hereby authorises Cheetham to transfer the Chep or Loscam hire charge from Cheetham's Chep or Loscam hire account to the Customer's Chep or Loscam pallet hire account. If the Customer does not have a Chep or Loscam pallet hire account the Customer agrees to open such an account at Cheetham's request and acknowledges that no delivery will be placed until such an account is open or the Customer provides replacement Chep or Loscam pallets on a one for one basis on each and every delivery.
8. **Safety and access:** If Cheetham or its carrier enters the Customer's premises to deliver or collect Product, the Customer must provide full and safe access and will be liable for, and indemnifies Cheetham against the cost of all loss, damage to the property and injury to persons, occurring directly or indirectly as a result of the failure by the Customer to ensure the said full and safe access. The Customer is responsible for providing adequate labour and/or material handling equipment for the loading and unloading of Product at its premises. Where Cheetham agrees to collect Product from the Customer's premises, the Customer must ensure that the Product is all available for collection at an easily accessible central point and that it is ready for loading at the time Cheetham or its carrier arrives to collect them.
9. **Returns:** If the Customer does not advise Cheetham in writing of any fault, damage or defect in the Product or failure of the Product to comply with the terms of a contract made pursuant to these Conditions within 14 days of delivery (a) the Customer is deemed to have accepted the Product and is deemed to agree that the Product is not faulty, damaged or defective or non-compliant; and (b) the Customer releases and discharges Cheetham from and against any claims, actions, loss or liability relating to any fault, damage or defect in the Product.
10. If the Customer advises Cheetham in writing of a fault, damage or defect in the Product within 14 days of delivery then Cheetham may, at its sole discretion accept return of the Product and replace the Product, provided that the Customer has not used the Product and the Product is returned within 30 days of the date of delivery in the same condition as they were delivered and, where appropriate, in the original packaging, and Cheetham will have no additional liability to the Customer. Cheetham may charge a reasonable handling fee for returns.
11. **Risk:** Risk in the Product passes to the Customer on delivery. The Customer must insure the Product at its cost, from delivery until paid for in full, against such risks as are usual or common to insure against in a business of a similar nature to the Customer. The Customer holds the proceeds of that insurance on trust for Cheetham up to the amount it owes Cheetham in respect of that Product, and must keep such proceeds in a separate account until the liability to Cheetham is discharged and must immediately pay that amount to Cheetham.
12. **Title:** Until all monies owing by the Customer to Cheetham are paid in full for the Product and notwithstanding any credit granted to the Customer, legal and equitable title to the Product is retained by Cheetham. Until then, the Customer is a bailee of the Product. The Customer (a) holds the Product as bailee and fiduciary agent of Cheetham; and (b) must keep it in its possession and control, in good repair and condition, excluding fair wear and tear and stored separately and marked so that the Product is clearly and easily identifiable as Cheetham's property and inform Cheetham of the location of the Product, if requested. Should the Product be lost or damaged after delivery to the Customer and prior to payment the Customer shall indemnify Cheetham for such loss or damage.
13. If the Customer sells the Product before payment in full to Cheetham or if the Customer uses the Product in a manufacturing or preparation process of its own or some third party, it must hold all of the proceeds of any sale or dealing in the Product on trust for Cheetham, and must keep such proceeds in a separate account as the beneficial property of Cheetham and the Customer must pay such amount to the Customer on demand.
14. Notwithstanding any other provision to the contrary, Cheetham reserves the following rights in relation to the Product until all amounts owed in respect of the Product and all other Product supplied to the Customer by Cheetham at any time are fully paid (a) legal and equitable ownership of the Product (b) to retake possession of the Product and (c) to keep or resell any of the Product repossessed.
15. **Repossession:** The Customer hereby grants full leave and irrevocable licence to Cheetham and any person authorised by Cheetham to enter upon any premises of the Customer where the Product is stored for the purpose of retaking possession of the Product. The Customer agrees that (a) it will be liable for all expenses incurred or suffered by Cheetham (whether direct or indirect) as a result of Cheetham retaking possession of the Product or otherwise exercising its rights under this clause; and (b) it will indemnify Cheetham for all fees (including legal fees on a full indemnity basis), costs and expenses incurred or suffered as a result of any and all prosecution, actions, demands, claims or proceedings brought by or against Cheetham in connection with retaking possession of the Product or the exercise by Cheetham of its rights under this clause, and the Customer must repay all such fees, costs, losses, damages, expenses or any other sums of money on demand.
16. **Warranties:** Cheetham warrants that the Product sold is free from defective materials and workmanship. This warranty does not apply if (a) the defect becomes apparent more than two months after the date of delivery; (b) the Product has not been stored in accordance with the instructions issued by Cheetham; (c) the Product has been subject to any alteration by any person other than authorised in writing by Cheetham; or (d) the Customer fails to notify Cheetham of its claim under this clause within 7 days of the defect becoming apparent and return the Product to Cheetham on its request to do so.
17. All other conditions and warranties of any type in relation to the Product are excluded to the maximum extent allowed by the law. In respect of Product which is not ordinarily acquired for personal, domestic or household use or consumption, the liability of Cheetham for a breach of any condition or warranty implied by law is limited at Cheetham's option to the repair of Product, or supply of a replacement, or payment of the cost of replacing the Product or of acquiring equivalent goods or payment of the cost of having the Product repaired.
18. Cheetham makes no representation as to the fitness of the Product supplied by it for any purpose, other than a purpose which has been notified to Cheetham in writing, prior to the date of any Agreement, by the Customer, and confirmed in writing by Cheetham to be applicable.
19. **Termination:** Cheetham may by written notice to the Customer terminate the Agreement if (a) the Customer fails to perform any of its obligations under the Agreement; (b) the Customer dies or becomes incapacitated, or ceases, or indicates that it is about to cease, to carry on business; (c) anything happens that reasonably indicates that there is a significant risk that the Customer is or will become unable to pay debts as they fall due; or (d) a step is taken to have a receiver, receiver and manager, provisional liquidator or administrator appointed to that person or any of its assets.
20. If the Agreement is ended because of the Customer's default and the Customer owes Cheetham money, the money is immediately payable to Cheetham and bears interest and Cheetham is entitled to enter the Customer's premises and repossess any Product in the Customer's possession or control.
21. **Force Majeure:** Cheetham will not be liable for any loss incurred as a result of delay or failure to make any supply of Product or to observe any of these conditions due to an event of force majeure, being any cause or circumstance beyond Cheetham's reasonable control, including but not limited to, any lack of production capacity or raw materials, strikes, lockouts, labour disputes, fires, floods, acts of God or public enemy, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by any government or any semi-governmental authorities or embargoes. During the continuance of an event of force majeure Cheetham's obligations under these Conditions will be suspended. The Customer must accept delivery of the Product notwithstanding any delay in delivery caused by any force majeure event.
22. **Miscellaneous:** Cheetham waives a right under these Conditions only if it does so in writing.
23. Cheetham may assign or otherwise deal with the benefit of any contract made pursuant to the Agreement.
24. The rights and remedies provided in these Conditions will not affect any other rights or remedies available to Cheetham.
25. This Agreement is governed by and must be interpreted in accordance with the laws of Victoria and the parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria.
26. Cheetham may amend or vary these Conditions by notifying the Customer in writing of the amendment or variation.
27. If any provision of these Conditions is unenforceable, illegal or void, that provision is severed and the other provisions of these Conditions remain in force.
28. Any notice to be given to a party under the Agreement must be in writing and must be sent by post, facsimile or email to the address of that party shown in the quotation, purchase order or order acknowledgement. Notice is deemed to have been given at the time it would have been received in the normal course of post if sent by post, or if otherwise given at the time it was actually received.