

# TERMS AND CONDITIONS OF QUOTATION AND SUPPLY



By accepting the quotation attached to these Terms and Conditions ("**the Quotation**") (with or without amendment) and or the invoice attached to these Terms and Conditions ("**the Invoice**"), the Purchaser agrees with Reitsema Packaging Pty Ltd (ACN 009 508 392) ("**Reitsema Packaging**") that the Quotation and/or Invoice are governed by the following terms and conditions:

1. Reitsema Packaging's QUOTATION or estimate is contingent on its ability to secure the goods and/or the materials for manufacture of goods referred to. Reitsema Packaging accepts no liability whatsoever in respect of any goods unable to be provided to the Purchaser as a result of the goods becoming unavailable to Reitsema Packaging for any reason.
2. IN CASE of late delivery or non-delivery Reitsema Packaging shall not be responsible for any delay or damage, if such delay or damage is attributable in whole or in part to strike, accident, fire, absence of or delay in transportation, embargo, act of God, Government requirement, storage of material, or any cause beyond Reitsema Packaging's control. Despite any of the aforementioned acts occurring, the Purchaser shall be bound to accept and pay for any goods late or delivered by Reitsema Packaging pursuant to this Contract.
3. IN THE CASE of goods not expressed to be offered from stock, the time of delivery quoted is an estimate only of when goods may be available for delivery and is based either upon the estimated time required in obtaining them from Manufactures and/or Suppliers or upon the estimated time required for obtaining the necessary raw materials, component parts and for manufacturing or assembling the goods offered. Reitsema Packaging does not accept any responsibility whatsoever for failure to deliver the goods within the estimated time.
4. IN THE EVENT of loss, damage, or seizure of goods or materials whilst in the course of manufacture or whilst in transit or loading or unloading, Reitsema Packaging does not accept any responsibility to replace the goods or materials at the price, or according to the terms originally quoted or at all.
5. Reitsema Packaging's goods and materials are manufactured from materials provided by other manufacturers and suppliers, and Reitsema Packaging accepts no liability for its products which are proven to be defective by virtue of a failure of the products supplied by other manufacturers or suppliers.
6. PRICES quoted by Reitsema Packaging are firm for 14 days from the date of quotation unless otherwise specified and are thereafter subject to revision by Reitsema Packaging in its own discretion, with such discretion being reasonably applied.
7. PRICES quoted by Reitsema Packaging are based on Manufacturers' and/or Suppliers' present prices as provided by them to Reitsema Packaging, and also, in the case of goods to be imported, Reitsema Packaging's quotations are based on the prevailing Customs Tariff (rates and classifications) Rates of Conversion and Exchange and of Freight, Marine and War Risk Insurance Premiums. In the event of any increase in any of the aforementioned prices or rates either before an order has been received, Reitsema Packaging reserves the right to charge an amount commensurate with the cost to Reitsema Packaging entailed by such increase. This extra charge shall be added to, and form part of, the purchase price and be payable by the Purchaser to Reitsema Packaging accordingly.
8. PRICES quoted by Reitsema Packaging are subject to goods & services tax ("**GST**") and to any tax imposed by any Government authority upon the goods quoted or upon the production, sale, distribution, delivery or upon any feature thereof. All such taxes shall be payable by the Purchaser and may also be added to and treated as part of the purchase price by Reitsema Packaging.
9. ORDERS accepted by Reitsema Packaging shall be invoiced at the prices ruling at date of execution of that order.
10. ALL ILLUSTRATIONS, drawings, catalogues, advertisements, etc., accompanying our quotation are informative only and are not a part of this Contract. All specified weights, measurements, powers, capacities, and other particulars of goods offered are stated in good faith, but inaccuracies shall not vitiate the contract or be made the basis of any claim against us nor justify rejection. The Purchaser hereby indemnifies Reitsema Packaging in respect of any claim made by the Purchaser relating to misrepresentation on account of the illustrations or specifications provided in the Contract.
11. DELIVERY may be made in one or more parcels and at different times and by separate shipments, or deliveries. Each parcel shall form a separate contract delivery and shall be accepted and paid for accordingly notwithstanding late delivery or non-delivery of any other parcel.
12. AS UPON RECEIPT of customer's order, if Reitsema Packaging must allocate goods or place orders elsewhere to fulfill a Purchaser's order, the Purchaser upon giving this order will be deemed to have invited Reitsema Packaging to so allocate or order goods for its fulfillment and to have agreed that the order will be irrevocable pending acceptance or rejection by Reitsema Packaging within a reasonable time.

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13. DELIVERY will be effected at the office or warehouse of the originating Quotation (“the Purchaser’s Warehouse”) unless otherwise stated in a quotation.
14. REITSEMA PACKAGING’S LIABILITY (if any) for loss caused by fire, theft, or injury to goods, shall cease after delivery of the goods to the Purchaser’s Warehouse is complete.
15. REITSEMA PACKAGING ACCEPTS no responsibility whatsoever for consequential loss or damage attributable to defective workmanship, material or design, or delays in delivery.
16. ALL CONVERSATIONS, warranties, representations and statements, not embodied in this quotation are expressly excluded and shall not be part of the contract or to have induced the order. Reitsema Packaging exercises great care to deliver quality packaging products, and as such, makes no does not give any guarantee, expressed or implied, as to the life, description, quality, productiveness, or any other matter of packaging supplies sold; or warrant or assume any legal liability or responsibility for any problems with any products purchased by the PURCHASER.
17. ALL TITLE in any goods or materials supplied by Reitsema Packaging to the Purchaser at any time, remains with Reitsema Packaging, until such time as the Purchaser has completely satisfied the Purchase Price of those goods or materials or any other money due and payable in accordance with these Terms and Conditions of Quotation and Supply. For the avoidance of all doubt, all goods and materials provided by Reitsema Packaging, despite being in the possession of the Purchaser, shall remain the property of Reitsema Packaging and the Purchaser shall hold the goods and materials as bailee for Reitsema Packaging until the Purchase Price has been paid in full. The Purchaser however becomes liable for all loss or damage suffered by the goods once the goods or materials are in his possession.
18. The Purchaser must inspect the goods or materials immediately and must within 48 hours after the date of delivery give written notice to Reitsema Packaging, with particulars, of any claim that the goods or materials are not in accordance with the Quotation or the Invoice. If the Purchaser fails to give that notice, to the extent permitted by statute, the goods and materials are deemed to have been accepted by the Purchaser and the Purchaser must pay for the goods in accordance with these terms.
19. The Purchaser must not return any goods or materials which it claims are not in accordance with the Quotation or the Invoice, unless Reitsema Packaging has first given its written approval to their return. The return of the goods and materials must by freight and cartage prepaid by the Purchaser.
20. If Reitsema Packaging has given its written approval to the return of goods pursuant to Clause 20 of these terms:
  - (a) Reitsema Packaging will only give credit for the goods returned if they are in a suitable condition; and
  - (b) Reitsema Packaging may charge a handling charge equivalent to 20% of the price of the goods returned, unless the customer is a “Consumer” for the purposes of the *Competition and Consumer Act 2010* or similar legislation.
21. Risk shall pass to the Purchaser on delivery of the goods or materials notwithstanding that the goods shall remain the property of Reitsema Packaging until those goods are paid for.
22. Damages for the breach of any warranty shall be limited to replacement on repair of the goods of the cost or the same only, and shall not extend to consequential damages whatsoever.
23. (a) In this clause:

“PPS Law” means:

  - (i) the PPSA;
  - (ii) any regulation made pursuant to the PPSA; and
  - (iii) any future equivalent statutory provision of (i) or (ii).

“PPSA” means the Personal Property Securities Act 2009 (Cth).

“Registration Commencement Time” has the same meaning as given to that term in the PPSA.

“Security Interest” means:

  - (i) any security for the payment of money or performance or obligations including a mortgage, charge, lien, pledge, trust or power, or title retention arrangement;
  - (ii) a security interest as defined in the PPSA; or
  - (iii) any document decree or create anything referred to in either paragraphs (i) or (ii) of this definition and any other thing which gives a creditor priority to any other creditor with respect to any asset or an interest in any asset.
- (b) PPSA Further Assurances  
If Reitsema Packaging determines that a PPS Law applies, or will in the future apply, to these Terms and Conditions of Quotation and Supply, then the Purchaser must promptly, on a request from Reitsema Packaging:

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packaging

- (i) do anything (including obtaining consents, making amendments to the Terms and Conditions of Quotation and Supply or executing a new set of terms and conditions of quotation and supply for the purpose of:
      - A. ensuring that any Security Interest created under or provided for by these Terms and Conditions of Quotation and Supply;
        - (I) attaches to the collateral that is intended to be covered by that Security Interest;
        - (II) is enforceable, perfected, maintained or otherwise effective;
        - (III) any Security Interest traded under or provided for by the Terms and Conditions of Quotation and Supply has the priority contemplated by it; or
      - B. enabling Reitsema Packaging on or from the Registration Commencement Time to prepare and register a financing statement or financing change statement; or
      - C. enabling Reitsema Packaging to exercise any of its powers in connection with any Security Interest created under or provided for by these Terms and Conditions of Quotation and Supply; and
    - (ii) provide any information requested by Reitsema Packaging in connection with the Terms and Conditions of Quotation and Supply to enable it to exercise any of its powers or performance obligations under the PPS Law.
  - (c) Except if Section 275(7) of the PPSA applies, each of Reitsema Packaging and the Purchaser agree not to disclose any information of the kind referred to in Section 275(1) of the PPSA that is not publicly available.
  - (d) Anything that is required by Reitsema Packaging to be done under this clause shall be done by the Purchaser at its own expense. The Purchaser agrees to reimburse the costs to Reitsema Packaging in connection with any action taken by Reitsema Packaging under or in connection with this clause.
  - (e) The terms “attaches”, “collateral”, “financing change statement”, “financing statement” and “perfected” as used in this clause have the same meaning as given to them in the PPSA.
24. The Purchaser agrees that, on and from the Registration Commencement Time:
- (a) Reitsema Packaging is under no obligation to disclose or retain any Secured Property Reitsema Packaging seizes, within a reasonable time under Section 125 of the PPSA;
  - (b) Following a default, the Purchaser has no rights to redeem the Secured Property under Section 142 of the PPSA;
  - (c) The Purchaser has no rights to reinstate this document following a default under Section 143 of the PPSA; and
  - (d) If any part of the moneys owing to Reitsema Packaging by the Purchaser is secured by a purchase money security interest granted by the Purchaser, Reitsema Packaging will use any money received under this document in the following order:
    - (i) first to pay any obligations that are secured but which are not secured by a purchase money security interest; and
    - (ii) second to pay obligations that are secured by a purchase money security interest.
25. On and from the Registration Commencement Time the Purchaser waives its rights to receive:
- (a) A notice of Reitsema Packaging’s proposal to remove PPSA personal property which has become an accession under Section 95 of the PPSA;
  - (b) A notice of Reitsema Packaging’s proposal to exercise their rights in accordance with land law under Section 118(1)(b) of the PPSA;
  - (c) A notice of Reitsema Packaging’s proposal to dispose of any PPSA personal property under Section 130 of the PPSA;
  - (d) A notice of Reitsema Packaging’s proposal to retain PPSA personal property under Section 135 of the PPSA;
  - (e) Details of the amounts paid to other secured parties and a statement of account provided by Reitsema Packaging under Section 132(3)(d) of the PPSA;
  - (f) A statement of account under Section 132(4) of the PPSA; and
  - (g) A copy of or notice of any verification statement confirming a registration of a financing statement or a financing change statement relating to any Security Interest under or provided for by these terms and conditions of Quotation and Supply.
26. These Terms and Conditions of Quotation and Supply, and any other attached documents, constitute the entire agreement between the Purchaser and Reitsema Packaging (“**the Parties**”), and shall not be varied without the written consent of the Parties.
27. Payments shall be made by the Purchaser within 30 days from the end of the month of the Invoice. Interest will be charged on overdue amounts at the rate of 1.5% per month. Legal costs of recovery of any overdue amounts shall be recoverable by Reitsema Packaging from the Purchaser.
28. Any legal action for recovery of moneys owed by the Purchaser shall be issued at an appropriate court in Western Australia, or out of such Court as Reitsema Packaging in its discretion wishes. Should the Purchaser wish to commence proceedings against Reitsema Packaging in relation to the Invoice or these Terms and Conditions of Quotation and Supply, the Purchaser must commence such proceeding out of the appropriate court in Western Australia, such Courts having the exclusive jurisdiction to deal with the matter.
29. The Purchaser acknowledges that the Purchaser does not rely and it is unreasonable for the Purchaser to rely on the skill or judgment of Reitsema Packaging as to whether the goods supplied are reasonably fit for any purpose for which they are being acquired, and the sale is not a sale of goods by description or sample.

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30. Any consent or waiver by Reitsema Packaging to any breach by the Purchaser of any of its obligations under these Terms and Conditions of Quotation and Supply is not to be construed as a consent or waiver to any breach by the Purchaser of the same or any of the Purchaser's obligations under these Terms. Any waiver granted by Reitsema Packaging must be in writing and signed by a director of Reitsema Packaging.

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ISO 9001 certification is applicable to TAS and WA only