

CONDITIONS OF SALES BY Ridley AgriProducts Pty. Ltd T/A PRIMO AQUACULTURE

1. **DEFINITIONS:** In these conditions:
 - 1.1 "We" or "us" means Ridley AgriProducts Pty. Ltd T/A Primo Aquaculture.
 - 1.2 "Customer" means any person who purchases or orders for purchase any goods or services from us.
2. **PAYMENT:** All purchases from us are on a cash basis unless an approved credit application in the form required by us has been completed by the customer and accepted by us in writing, in which case the terms of the credit granted will apply.
3. The customer agrees that the goods provided by us have been purchased for the purpose of either re-supply or for the purpose of using them up or transforming them in trade commerce and were not acquired for and are not of a kind or normally acquired for personal, domestic or household use or consumption.
4. **DELIVERY & RISK:**
 - 4.1 We will deliver the goods to an agreed carrier at which time property in the goods passes to the customer, and after which carriage and delivery of the goods is at the total risk of the customer and it is the customer's responsibility to effect any desired insurance in respect of that risk.
 - 4.2 We may (but are not bound to do so) arrange insurance on behalf of the customer at the customer's request, in which case:
 - 4.2.1 Any such insurance will be in the name of the customer
 - 4.2.2 All premiums and charges will be payable by the customer
 - 4.2.3 We will not be liable for any of the terms or exclusions or any limitation of coverage in respect of any such insurance and do not undertake to or represent that we have any special knowledge or expertise in the area of insurance.
 - 4.2.4 Should any claim on the insurance policy be necessary, we will have no involvement or responsibility in respect of such claim and all dealings will be between the customer and the insurer.
5. **VOLUNTARY RETURNS:** No return of goods are accepted. However, in our complete discretion we may accept goods provided strictly that:
 - 5.1 We have given our prior written consent and have issued a return notification form to the customer; and
 - 5.2 The customer acknowledges that a charge of 20% of the purchase price is payable as a back-to-stock fee and may be deducted from purchase monies held or the credit raised (for account customers).
 - 5.3 Freight is payable solely by the customer.
 - 5.4 We may, in our absolute discretion, waive part or complete requirements of any of these terms.

6. **DEFECTIVE RETURNS:** If the customer claims the goods are defective and seeks to return them:

6.1 The claim must be made within seven days of delivery of the goods to the customer's advised delivery address.

6.2 The claim must set out the nature of the defect claimed.

6.3 We will deal with the claim in accordance with these terms.

7. **LIMITATION OF OUR LIABILITY AND INDEMNITY:**

7.1 The customer accepts full responsibility for and indemnifies us against all claims in respect of any damage to property, injury to persons or any economic loss arising out of the use of the goods howsoever arising.

7.2 To the extent that it is permissible by law, all warranties in relation to quality, fitness for purpose, and/or correspondence with description and sample are expressly excluded from these conditions of sale, or from any representations or collateral arrangements relating to the sale.

7.3 In the case of a claim for defective goods which is accepted by us, our liability is strictly limited to (at our complete discretion):

7.3.1 Replacement of the defective goods; or

7.3.2 Refund of the original invoice amount.

7.4 Without limiting 7.1 above, no claims may be made, for defective goods or otherwise, if the goods supplied have been mixed with any other products or substances.

8. These conditions are agreed to be governed by the laws of New South Wales and the Courts of New South Wales are the appropriate forum for the resolution of any legal dispute, if it becomes necessary, regardless of: the origin of any goods supplied; the place where services are provided; or the place of business of the customer.