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Annexure A [Standard Terms & Conditions Enclosed]  
[This annexure of Terms and Conditions is an integral part of the offer]

VEYRA FIBRE PTY LTD  
(shall mean and include its successors, Affiliates, administrators and permitted assigns)

STANDARD TERMS OF SALE  
(These Terms are to be read along with the Terms of Quotation/Offer Letter)

Veyra Fibre Pty Ltd, ABN 34 686 293 149 (and its subsidiaries and branch offices) is referred to as the “**Seller**”. These terms and conditions form part of and apply to all the transactions for the sale and supply of any Products by the Seller to the Purchaser.

For the purposes of these terms and conditions “**Purchaser**” means the person buying the Products from the Seller and identified in the Seller’s quotation or acceptance of purchase order. “**Contract**” means the contract entered by the Seller and the Purchaser based on the Seller’s acceptance of the purchase order issued by the Purchaser, and subject always to these terms and conditions. These terms and conditions are in addition to the Special Terms and Conditions (forming part of Quotation/proposal given by the Seller) and to the extent any of these terms and conditions are inconsistent or conflict with the Special Terms, the Special Terms will prevail.

1. No purchase order raised/issued by the Purchaser shall be considered binding on the Seller, unless and until the Seller has expressly accepted the same. If a counteroffer or conditional acceptance is given by the Purchaser, the same shall not be binding on the Seller unless expressly accepted /approved by the Seller. The Purchaser must ensure that the terms of its order and any applicable specifications are complete and accurate.
2. Prices are in Australian Dollars (AUD) unless otherwise set out in the Quotation. The Seller is not liable to pass on to the Purchaser, any benefit accruing to the Seller on account of any reason such as change in duty structure, statutory subsidies, exchange rate fluctuations, or any other changes.
3. The Prices shall be effective for a period of **30 (Thirty) days** from the date of issue of the quotation issued by the Seller, unless any other date / period is specified in the Quotation and provided the Seller has not previously withdrawn the price. The Seller reserves the right to alter the price after expiry of the period of **30 (Thirty) days**.
4. All the Purchase Orders issued to the Seller shall be complete and accurate and shall contain the reference number of the quotation, order number, full description of the Products to be purchased and delivery schedule.
5. If any terms and conditions mentioned in the Purchase Order conflict with any provisions of these terms and conditions, these terms and conditions shall prevail.
6. The quantity and description of the Products will be as set out in the Seller’s Acknowledgement of Order issued by the Purchaser. All samples, drawings,



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descriptive matter, specifications and advertising issued by the Seller (or the manufacturer of the Products) and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving some information about the Products or Services represented by or described in them and do not form part of the contract constituted by these terms and conditions.

7. The Seller may make any changes to the specification, design, materials or finishes of the Products which are required to conform to any applicable safety or other statutory or regulatory requirements and can supply from any of its manufacturing and, or sourcing locations.

8. Interest on Overdue Payments – Without prejudice to the Seller's right to require payment in full on the due date, the Seller may, at its sole discretion, allow a further period of credit by charging interest on overdue accounts at a rate equal to the **Reserve Bank of Australia (RBA) cash rate plus 6% per annum**, calculated daily and payable monthly until the outstanding amount is paid in full.

9. All payments to be made by the Purchaser under these terms will be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless the Purchaser is required by law to make any such deduction or withholding. Without prejudice to any other rights the Seller may have, the Seller will have the right to suspend performance of its obligations under these terms if the Purchaser does not make any payment on or before due date.

10. The Purchaser agrees that the Seller shall be entitled to use the services of a credit agency from time to time to obtain information concerning the Purchaser (and where the Purchaser is a Seller, its Directors) to assess the Purchaser's credit worthiness.

11. The Seller shall deliver products as per Incoterms 2020 condition listed in the quotation or Seller's Acknowledgement of Order issued by the Purchaser, whichever is latest. The risk in the Products shall immediately pass to the Purchaser on completion of delivery in accordance with this Condition and all risk of loss, damages or destruction to the Products shall be on account of the Purchaser. The Purchaser shall be responsible for taking out and maintaining appropriate insurance cover for loss or destruction of the Products after delivery takes place in accordance with this Condition. However, the title in the Products supplied will remain with the Seller until the Seller receives payment in full.

12. Where the Purchaser fails to provide any specific instructions, the Seller shall select the carrier. In no event shall the Seller be held responsible for any delay in the delivery by the carrier, nor shall the carrier be deemed as an agent of the Seller.

13. Unless agreed otherwise, the Seller is not liable for any claims for non-fulfilment or late delivery of Products or for any loss or damage (including



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consequential/indirect loss or damage) suffered by the Purchaser arising from delay in delivery or failure to deliver and the Purchaser shall accept and pay for the Products notwithstanding late delivery.

14. The Seller shall be entitled to deliver the Products in partial shipments.

15. Notwithstanding the Purchaser's inability to accept delivery of the Products, the Seller shall be deemed to have delivered the Products in accordance with these terms and conditions. If Purchaser fails to inspect the Product within the agreed time-period, the Purchaser will be deemed to have accepted the Products.

16. The Seller reserves the right to charge the Purchaser for any costs, charges or expenses whatsoever that the Seller may incur because of the following events:

- a. Detention of the Goods to the extent the same is not caused or contributed to by the Seller.
- b. Demurrage on ships and port because of any act or omission of the Purchaser.
- c. Any special requirements or stipulations of the Purchaser accepted by the Seller but not provided for in these terms and conditions.
- d. Any increase in duties, taxes, freight, insurance or other charges or expenses from the date of acceptance of any purchase order by the Seller to the date of delivery.
- e. If the Seller notifies the Purchaser that the Products are ready for delivery and the Purchaser requests the Seller to hold the Products on its behalf and in such circumstances the Seller shall store such Products at the risk of the Purchaser

17. The Purchaser shall inspect the Products immediately upon receipt of delivery and, if the Products are damaged or not otherwise in conformity with the specifications, the Purchaser shall give written notice to the Seller of the details in respect thereof within **7 (seven) days** of the date of delivery, unless otherwise agreed. All the delays which are caused due to any action or inaction on the part of Purchaser will be attributable to Purchaser.

18. Non-conforming products shall be left in the state and condition in which they were delivered until such time as the Seller or its duly authorised agent has inspected the Products, such inspection to be carried out within a reasonable time after notification by the Purchaser at the cost of Purchaser. If the Products are not left in the state and condition in which they were delivered, the Purchaser shall be deemed to have accepted the Products and shall pay the purchase price for the Products to the Seller.

19. Acceptance of the Products shall be deemed for all purposes to have taken place when delivery has occurred, and the Purchaser has not given written notice of non- conformance within **7 (seven) days** of the date of delivery. No Products will be accepted for return by the Seller unless agreed in writing by the Seller prior to such return.



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20. Notwithstanding the above, the Seller reserves the following rights in relation to the Products until all amounts owed by the Purchaser to the Seller are fully paid:

a. legal and equitable ownership of the Goods

b. to enter the Purchaser's premises (or the premises of any associated Seller or agent where the Goods are located) without liability for trespass or any resulting damage and retake possession of the Goods.

c. to keep or resell any of the Goods repossessed pursuant to (b) above and for the purposes of this Condition, the Purchaser shall store the Goods so that they are clearly identifiable as the property of the Seller.

21. The Seller warrants that the Products supplied under these terms are of satisfactory quality and workmanship and shall materially conform to the specifications and particulars contained in the relevant purchase order. The warranty period shall be **12 (twelve)** months from the date of delivery, or such other period as may be specified by the original manufacturer and agreed in writing between the Parties.

To the extent permitted by law, the Seller's warranty obligations are limited to the repair or replacement of the defective Products and are subject to the original equipment manufacturer's warranty terms. No additional warranties, express or implied, are provided beyond those passed through from the manufacturer, which are consistent with the warranties it offers to its direct customers. No warranty is made to claims arising out of combinations of the Products with products provided by others.

22. While the Seller acts as a reseller of goods manufactured by third parties, it shall indemnify the Purchaser against any third-party claims alleging infringement of Intellectual Property Rights arising from the use or resale of the Products, provided such use is in accordance with the Seller's instructions and the intended purpose of the Products.

23. Subject to the provisions of Condition 25 below, neither the Seller, nor its suppliers, shall be liable, whether in contract, warranty, failure of a remedy to achieve its intended or essential purposes, tort (including negligence), strict liability, indemnity or any other legal theory, for loss of use, revenue or profit, labour costs or for the costs of capital or of substitute use or performance, or for indirect, special, liquidated, incidental, or consequential damages, or for any other loss or cost of a similar type, or for claims by Purchaser for damages of Purchaser's customers. The Seller's maximum liability for any order made pursuant to these terms and conditions shall be the invoiced price of the Products on which a claim is based. Under no circumstances, Purchaser will adjust any liability arising out of any Purchase Order against any other Purchase Order or transaction.



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24. Nothing in these terms and conditions shall be deemed to restrict or exclude the Seller's liability for death or personal injury for death or personal injury caused by the Seller's negligence.

25. Except as expressly provided in these terms and conditions and other than as provided in Condition 21, no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the condition, quality, performance, durability or fitness for purpose of the Products is given or assumed by the Seller and all such warranties, conditions, undertakings and terms are hereby excluded in so far as is permitted by law.

26. Neither party shall be liable for any delay or failure in performance due to a Force Majeure event, provided it promptly notifies the other party and uses reasonable efforts to mitigate impact. Performance obligations are suspended for the duration of the delay, and no extra costs will be claimable. If the Force Majeure continues for over 3 months, the unaffected party may terminate the agreement with 15 days' written notice. Force Majeure includes, but is not limited to, natural disasters, strikes, civil unrest, pandemics, government actions, and supply chain disruptions beyond a party's reasonable control.

27. Either party may terminate the Contract with immediate effect by giving written notice of termination to the other party if the other party is in material breach of any of the provision of these terms and conditions and, where the breach is capable of remedy, fails to remedy such breach within **15 (fifteen)** days of receipt of written notice from party not in breach specifying the breach and requiring it to be remedied. Either party may by notice in writing serve the other, terminate the Contract immediately if the other party is subject to liquidation, has a receiver appointed over any of its assets or otherwise becomes subject to insolvency laws of the country in which it is incorporated.

28. Termination is without prejudice to the rights, duties and liabilities of either the Purchaser or the Seller accrued prior to the date of termination. The Seller will be entitled to suspend any deliveries otherwise due to occur following service of a notice specifying a breach, until such breach is remedied.

29. Notwithstanding anything contained herein, in case of wrongful termination/suspension by the Purchaser or in case of termination by the Seller for default/breach on the part of the Purchaser, the Purchaser shall protect, defend, indemnify in full and on demand and hold Seller harmless from and against all losses arising directly or indirectly from or incurred by reason of such termination and shall, without demur, pay to Seller an amount within **10 (ten) days** of receipt of a demand from the Seller therefor. It is agreed that with respect to 'fixed price' contracts, the Purchaser shall be liable for indemnification of direct and indirect costs (including rollover costs) incurred by the Seller in booking/hedging of raw materials. All the fixed price contracts will be deemed to be entered into on this understanding and this term is the essence of such contracts.



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30. The Purchaser is granted no rights or licenses in the Seller's or manufacturer's Intellectual Property Rights, other than the right to use or resell the Products in the ordinary course of business. The Purchaser must not obscure, alter, remove, or add to any trademarks, logos, or markings on the Products without the Seller's prior written consent.

31. The Purchaser will keep confidential any and all Confidential Information that it may acquire or be privy to regardless of how the information is provided to the Purchaser. The Purchaser will not use the Confidential Information for any purpose other than to perform its obligations under the Contract. The Purchaser will ensure that its officers and employees comply with the provisions of this Condition. For the purposes of this Condition, "Confidential Information" means any confidential information of the Seller relating to the Products or otherwise relating to the business of the Seller, including but not limited to know-how and trade secrets, confidential information relating to manufacture and design of the Products, designs, specifications, processes of manufacture, methodologies, sales strategies, pricing, future sales plans and targets, information relating to the costs of manufacture, customers and potential customers and information on any sales territories.

32. The Seller may, at its discretion, furnish technical advice to the Purchaser relating to Products manufactured or supplied by the Seller or their use, but such advice is provided at the Purchaser's risk. The Seller shall indemnify the Purchaser for any damage or loss arising from the Seller's technical advice, up to a limit mutually agreed upon by the parties. This indemnity shall not cover indirect, consequential, or special damages (including, without limitation, pure economic loss, loss of profits, loss of business, loss of goodwill, etc.), howsoever caused.

33. The Products may be subject to export controls and regulations of the country of manufacture, or the country of shipment, and export may require a valid export license. Seller's acceptance of Purchaser's order and delivery of Products is conditional on compliance with applicable export controls. Seller will have no obligation to sell or deliver any Product until all required export licenses have been granted and there are no other impediments arising from any applicable export regulations. No Products sold to Purchaser may be exported or re-exported unless such export or re-export complies fully with all applicable export regulations.

34. The Seller reserves the right to change design, dimensions, weight or specifications of the Products and/or packing. However, the Seller shall not



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make any change to Products ordered by Purchaser without the Purchaser's consent if the change impairs the performance or function of the Products. The Seller's quotation and these terms and conditions shall not be amended or otherwise altered except pursuant to an instrument in writing signed or proposed by both parties. These terms and conditions shall be binding upon and inure to the benefit of the respective successors, legal representatives and permitted assigns of the parties, provided that no party shall assign any of its rights, and/or obligations hereunder without the prior written consent of the other, and any attempted assignment without consent shall be null and void.

35. Any notice and other communications provided shall be in writing and shall be first transmitted by email and confirmed by letter sent by registered post or by an internationally recognized courier service.

36. All notices shall be deemed to have been validly given on (i) the Business Day on which an email is received or (ii) the Business Day after expiry of **seven days** after posting if sent by registered post, or (iii) the date of receipt or the succeeding Business Day if the date of receipt is not a Business Day, if sent by courier. For the purposes of these terms and conditions a "Business Day" is any day other than a recognized public holiday.

37. No waiver by the Seller of any breach of these terms and conditions by the Purchaser shall be deemed to be construed as a waiver of any subsequent breach of the same or any other provision. No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

38. Australian Corporations Act 2001 and Criminal Code Act 1995 make it unlawful, among other things, to offer payment, promise to pay, or authorize the payment of anything of value to persons of certain categories. Both parties acknowledge their respective understanding of the provisions of these Acts and agree to comply with those provisions and to take no action that might cause the other party to be in violation of these Acts.

39. If any provision of these terms and conditions of sale or any part of such provision is held by any court of competent authority to be invalid or unenforceable in whole or part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

**40. Governing Laws and Dispute Resolution** – All disputes arising under, out of, or in connection with this Contract, including any question regarding its existence, validity, or termination, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules (as in force at the time of the dispute). The arbitration shall be conducted by a sole arbitrator appointed in accordance with those Rules. The seat of arbitration shall be Sydney, New South Wales, and the arbitration shall be conducted in the English language. This Contract shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia.



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41. The parties acknowledge and agree that any breach or violation of the these terms and conditions may cause irreparable harm to the other party, the amount of which may be difficult to ascertain therefore the parties agree that in the event of any breach or threatened breach of any of the covenants herein the non-defaulting party shall have the right to apply to the Court of competent jurisdiction for an injunctive order restraining any such breach of threatened breach, without any proof of actual damage, as may be appropriate to ensure compliance with the provisions of these terms and conditions and for such relief as the aggrieved party may deem appropriate. Such right of the aggrieved party shall be in addition to the remedies otherwise available to the aggrieved Party at law or in equity.

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