



Terms & Conditions

1) Definitions

In these Terms & Conditions:

- a) " Buyer" means person or entity named on the Sales Invoice or Quotation
- b) " Seller" means Global Copper Conductors Pty Ltd unless a third-party agent is engaged by mutual consent.
- c) "Quotation" means the form of a quotation submitted by the Seller to the Buyer in which these Terms & Conditions are incorporated.

2) Contract of Sale

Acceptance of the contract will be upon receipt of an official written and signed purchase order. The purchase order is a binding document between the seller and the Buyer.

The Buyer acknowledges and agrees to comply with the Terms & Conditions as set out in this and associated documents including Commercial Credit Application, Guarantee's, and Quotations.

Once commencement of manufacture and/or receipt of raw materials is incurred by the seller then the supply of the order is committed. The buyer is obligated to take receipt of the ordered goods and remit payment in full. Any acceptance of variations or cancellations is at the discretion of the Seller.

3) Terms of Payment

Payment terms are STRICTLY net 30 DAYS from the date of invoice. Payment in full in Australian dollars including GST, as applicable.

It is expressly understood and agreed that the Sellers 'right' to receive a payment within the time nominated is entirely independent of any head contractor payment arrangements you may have in place with your client.

4) Quotation Validity & Pricing

Quotations are valid for a period of 30 days from the quoted date unless stated otherwise.

All copper conductor quotations are made up of the Sellers conversion Premium and the base metal price (LME).

The Seller ensures all metal financial transactions are based upon the London Metal Exchange (LME) market rate official price for Copper Grade A (US\$/tonne) converted to Australian dollars using official exchange rates.

Total Invoice Amount is the sum of the manufacturing premium + LME Official Price on day of dispatch (converted to Australian Dollars) multiplied (where applicable) by the covered weight supplied + GST.

5) Passing of Property and Risk

Goods supplied by the Seller to the Buyer shall be at the Buyer's risk immediately upon delivery to the Buyer and/or into the custody of the buyer's agent or freight handler.

The Buyer shall thereafter insure the goods for any risks it deems appropriate.

Legal title to the supplied goods shall remain the property of the Seller until payment is received in full.

6) Quality of Supplied Goods

The buyer and seller agree to the standard/quality for the product as follows;

a) The goods will comply with the stated standard as shown on the Buyers Purchase Order and shall where applicable conform to Australian, British or International Standards for manufacturing specifications.

b) All copper products will be produced from high purity Oxygen Free High Conductivity (OFHC) up cast copper rods manufactured from LME 'A' grade metal.

7) Inspection and Acceptance

The Buyer shall inspect the goods upon receipt and shall within 7 days of delivery give notice to the Seller of any matter by which the Buyer alleges the goods are not in accordance with the Buyer's order. Failing such notice, the goods shall be deemed to have been delivered and accepted by the Buyer.

8) Warranty

The Sellers terms and conditions of supply shall apply and the warranty period will be twelve months ex-works.

Where it is agreed the Seller's products are not in accordance with the contract, the Seller undertakes to either repair or replace the goods.

The maximum liability under the warranty is the replacement of the goods/services under the proposed contract.

The Seller is not a consultant to the Buyer and apart from warranting the standard and quality of the goods to the ordered specification, the Seller does not accept any liability for any direct, indirect, or consequential loss or damage caused to the client's or third party property, loss of profit or personal injury, etc.

The Seller is not liable for any damage or deterioration of the product after delivery to the Buyer, or if freighted by the Buyer to the Buyer's nominated freight agent.

These warranty conditions apply provided that the client complies with all its obligations under the contract, including without limitation the terms of payment.

9) Supplied Quantities

All copper wire/strip products are sold and invoiced on weight in kilograms (kg).

Where applicable, net weights are "covered" weights.

The Sellers declared net weights are conclusive.

Invoice values are payable on the seller's declared net weights.

All goods are supplied on a + /-3% allowable weight tolerance per each ordered item. The Seller reserves the right to submit any over/ under-supply outside of these tolerances to the Buyer for acceptance. The Buyer reserves the right to refuse this acceptance.

Orders for supply in length will be supplied on the Sellers declared length, however, the invoice value will be based upon the governing net weight.

10) Delivery

All goods quoted and sold are on a Free Into Store (FIS) basis (road freight) unless agreed otherwise.

11) Default of Buyer

If these Terms & Conditions are not strictly observed by the Buyer, the Seller may in its absolute discretion, refuse to supply the buyer. The Seller will not be liable for any consequential loss or damage that may be sustained as a result.

The costs of collection of any outstanding money due and payable by the Buyer, including all fees incurred for legal action and/or debt collection agencies engaged by the Seller shall be payable by the Buyer.

12) Force Majeure

If in the performance of its obligations the Seller is prevented, restricted, or affected by reason of Force Majeure including war, civil commotion, political disturbance, industrial actions, revolt, riot, legal sanctions, acts of God, raw material shortages, and/or delays, breakdown of plant, transport or equipment or any other cause beyond the reasonable control of the Seller, the Seller can elect to cancel or reasonably delay the supply of ordered goods.

13) Credit Reporting

Where goods are supplied to the Buyer on credit, the buyer irrevocably authorizes the Seller, or its employees and agents to make such inquiries as it deems necessary to investigate the credit worthiness of the Buyer. This includes but is not limited to making inquiries to nominated trade references, the bankers of the Buyer, or other credit providers or institutions who provide creditworthiness information. The Buyer hereby authorizes the information sources to disclose to the Seller such information concerning the Buyer which will allow the Seller to make a judgment as to the credit the worthiness of the Buyer.

14) Governing Law

Any dispute in relation to this contract shall be subject to the jurisdiction of the Courts and Laws of the State of New South Wales