

Oppenheimer Pty Ltd – Terms and Conditions of Sale

1. Definitions

"Seller": Oppenheimer Pty Ltd (ABN 84 000 016 277) and its subsidiaries.

"Buyer": The entity purchasing goods from the Seller.

"Goods": All products and materials supplied by the Seller to the Buyer.

"Agreement": Any contract between the Seller and the Buyer for the supply of Goods, incorporating these Terms and Conditions.

2. Applicability

These Terms and Conditions apply to all offers, quotations, and agreements between the Seller and the Buyer, superseding any other terms the Buyer may seek to impose or incorporate, unless expressly agreed otherwise in writing. It will apply to:

1. Any consignment or floor stock orders from 1 May 2025;
2. Any blanket orders from 1 May 2025;
3. Any acceptance of orders via email confirmation from 1 May 2025;
3. Any orders in the system for delivery after 15 May 2025.

Any deviations from these Terms and Conditions are valid only if expressly agreed in writing and signed by duly authorized representatives of both parties.

3. Offers and Agreements

All offers, quotations, and price proposals from the Seller are subject to change and may be amended or revoked at any time prior to acceptance by the Buyer.

An Agreement is established upon the Seller's written acceptance of the Buyer's order. This cannot be cancelled or revoked unless agreed by the Seller in writing.

The Seller is entitled to rely on the accuracy of any information provided by the Buyer for the purpose of providing an offer, quotation, or price proposal, including but not limited to the description and quantity of Goods.

4. Prices

Unless otherwise agreed in writing, all prices are ex-works and exclusive of GST, transportation costs, and other applicable taxes or duties.

The Seller reserves the right to adjust prices due to changes in cost-determining factors such as raw material prices, labor costs, taxes, import and export duties, and market conditions.

5. Payment Terms

Payment Terms are in accordance with the invoice. Unless otherwise agreed in writing, payment is due within thirty (30) days from the date of the Seller's invoice.

Late payments may incur interest at a rate of ten percent (10%) per annum, calculated daily from the due date until payment is received in full.

The Buyer is responsible for all costs incurred by the Seller in recovering overdue payments, including legal fees and collection agency charges.

6. Delivery and Risk

Unless otherwise agreed in writing, delivery of Goods is ex-works at the Seller's designated premises.

Delivery dates are approximate only, and the Seller is not liable for any loss or damage resulting from delays beyond its reasonable control.

Risk in the Goods passes to the Buyer upon delivery. Ownership of the Goods remains with the Seller until full payment is received.

7. Inspection and Acceptance

The Buyer must inspect the Goods upon delivery and notify the Seller in writing of any defects or discrepancies within 48 hours. Failure to do so constitutes acceptance of the Goods.

8. Returns

Returns are subject to the Seller's prior written approval and must be made within two (2) days of delivery. Returned Goods must be in their original condition and packaging.

The Buyer bears all costs associated with returning Goods, unless the return is due to the Seller's error.

9. Warranties and Liability

The Seller warrants that the Goods conform to their specifications at the time of delivery. The Buyer acknowledges and accepts that there may be delays in shipping or transport, with the delivery date extended into the future.

To the extent permitted by law, all other warranties, express or implied, are excluded.

The Seller's liability is limited to, at its discretion, replacing defective Goods or refunding the purchase price. The Seller is not liable for any indirect or consequential losses.

10. 10. Retention of Title

The Seller retains title to the Goods until full payment is received.

Until title passes, the Buyer must store the Goods separately, clearly identify them as the Seller's property, and maintain them in satisfactory condition, insured against damage or theft.

If the Buyer fails to pay for the Goods on time, the Seller may require return of the Goods or enter the Buyer's premises to recover them. The Buyer accepts and will allow this.

11. Force Majeure

The Seller is not liable for any failure to perform its obligations due to events beyond its reasonable control, including but not limited to natural disasters, strikes, lockouts, war, or governmental actions.

12. Governing Law

These Terms and Conditions are governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

13. Confidentiality

The Buyer must keep confidential any information designated as confidential by the Seller, except where disclosure is required by law or legal process.

14. Intellectual Property

All intellectual property rights in the Goods and any related documentation remain the property of the Seller or its licensors.

15. Compliance with Laws

The Buyer agrees to comply with all applicable laws, including trade regulations, anti-bribery, anti-corruption, and sanctions laws related to the use, resale, or export of the Goods.

16. General

Seller, may from time to time, vary these Terms at its sole discretion and with immediate effect, provided that any variation to these Terms will not apply to: (a) Orders that remain outstanding prior to the date of such variation; or (b) any exclusive (or minimum volume) contract for a specified term that incorporates the version of these Terms that was applicable as at the date of that contract, which version will continue to apply to such contract.