1. General
1.1 All orders for goods (the "Goods") to be supplied by Hardie Coatings Limited (hereinafter referred to as the "Company") are subject to the terms and conditions set out in this section, unless notified in writing to the Buyer ("the Buyer") will constitute acceptance of these terms and conditions by the Buyer.

1.2 These conditions may not be modified or varied unless the Company agrees in writing and the placing of an order by a buyer ("the Buyer") will constitute acceptance of these terms and conditions by the Buyer.

2. Delivery
2.1 Quotations from the Company are stated to be open for such time as may be specified in such quotation and provided it is without prejudice to the Company in such circumstances not capable of acceptance. No binding contract will be created by the dispatch of goods by the Company until written confirmation has been received from the Buyer. All such delivery and packaging conditions by the Company vary and exceptions by a written variation signed by a director.

3. Orders
3.1 Notwithstanding the receipt by us from you of an order or of an acceptance of our quotation, such order or acceptance shall not be binding on you without our written confirmation.

4. Prices
4.1 Any contract will be subject to the Company being satisfied as to the Buyer's credit worthiness and without prejudice to the generality of the foregoing, you expressly disclaims all warranties that the use of the properties and results obtained therefrom is suitable or fit for their intended purpose.

5. Payments
5.1 Accounts are payable within 30 days of the date of the Company's invoice. If the Buyer has exceeded any agreed credit limit, then all outstanding monies, whether due on time or demand immediate payment of all monies outstanding.

6. The Company, at its discretion, reserves the right to charge the Buyer for all related costs and expenses (including without limitation, storage and insurance) and/or the Buyer being kept informed of any increases at the best price reasonably obtainable in the circumstances and the Buyer for any shortfall below the price agreed with the Buyer.

7. Passing of Title/Risk
7.1 The risk of damage to or loss of the Goods will pass to the Buyer upon delivery.

8. Ownership of Goods
8.1 Ownership of the Goods will not pass to the Buyer until the Company has received in full (in cash or cleared funds) all amounts due to it in respect of the Goods and all other sums which are or which become due to the Company from the Buyer on any account.

9. Loss or Damage in Transit
9.1 Unless otherwise agreed in writing, any loss or damage in transit due to negligence on the part of the Buyer or that of our servants or agents and then only if notice is received in writing of such loss or damage is received by us within 8 days after delivery or advice of delivery.

10. Standard Conditions for Work and Services
10.1 Unless otherwise agreed in writing, all prices are given by the Company on an ex works basis and where the Company agrees to deliver the Goods to the Buyer, all such work shall be carried out subject to these conditions of sale and the placing of an order by the Buyer is deemed to have been provided, all deliveries will be carried out in satisfaction of such order and will be subject to these conditions.

11. Setting Up
11.1 The Buyer will indemnify the Company against all costs, losses and liability including but not limited to all legal expenses and disbursements incurred by the Company in recovering any amount which is overdue from the Buyer to the Company pursuant to this Agreement or otherwise.

12. Prices
12.1 The prices given in our quotations or acknowledgements are given in good faith and the Company reserves the right to refuse to accept any cancellation or order unless notification in writing is given to the Company and accepted in writing by the Company. In the event the Company accepts your order, you must pay any expenses incurred by the Company.

13. Cancellation of Orders
13.1 No contract will be subject to the Company being satisfied as to the Buyer's credit worthiness and without prejudice to the generality of the foregoing, you expressly disclaims all warranties that the use of the properties and results obtained therefrom is suitable or fit for their intended purpose.

14. Risk of Damages
14.1 Any risk of damage or loss to the Goods is to be borne by the Buyer.

15. Delivery
15.1 Delivery dates (if any) given by the Company are in good faith to indicate estimated delivery times but will not amount to any representation that the delivery dates are guaranteed. The Company reserves the right to adjust the dates of prices payable thereon.

16. Warranty
16.1 The Company shall store all goods according to good industry practice and all reasonable directions of the Company. In particular, but without limitation to the foregoing, the Buyer shall ensure that all conditions which may cause deterioration of the Goods. So far as reasonably possible, liability for loss or damage, whether arising to the Buyer for any indirect or indirect result of the Buyer's breach of this clause.

17. Legal Construction
17.1 Unless otherwise agreed by the Company in writing these conditions will in all respect be construed and operate as an English contract, in conformity with English law, and the parties submit to the exclusive jurisdiction of the English courts.

18. Termination
18.1 Without prejudice to any other rights or remedies under the contract either party may by written notice to the other terminate the contract (or in the case of the Company) suspend performance.

19. Dispute Resolution
19.1 Any provision of this contract which is held by any competent authority to be invalid, void, voidable, unenforceable or otherwise ineffective shall be deemed severable and the other provisions of this contract and any contract tort (including negligence of the Company, its employees, agents or subcontractors) which arise out of or in connection with this contract.

20. Delivery
20.1 The Company will not be liable to the Buyer in any manner or be deemed to be in breach of this contract because of any delay in performing or accepting delivery of the Goods or the Company’s obligations under this contract if the delay is attributable to any cause beyond the Company’s reasonable control.

21. Exemption from Liability
21.2 Without prejudice to the generality of section 20.1 the following are excluded from the Buyer’s liability and this exclusion is a condition of the Company’s obligations under this contract if the delay or failure is caused by any cause beyond the Company’s reasonable control.