



## EnviraBags International Terms & Conditions

### Introduction

These terms contain important factors which apply when you engage in trade with us & they form part of the terms & conditions relating to the contract you have with us. In consideration of us accepting your instructions to supply goods or services; you shall agree to these terms, as amended from time to time.

### Generally

(A) EnviraBags is headquartered in Melbourne, Australia & trades internationally. These terms apply to our overseas subsidiaries; in particular in New Zealand, UK, Continental Europe & USA. These terms have regard to provisions of the Trade Practices Act (Australia); to the extent that those provisions are applicable to consumers as defined under section 4B of that Act. These terms & conditions do not seek to exclude, restrict or modify rights under that Act which cannot be excluded, restricted or modified by agreement.

(B) All & any business undertaken by EnviraBags is transacted subject to these conditions, each of which shall be deemed to be incorporated in & to be a condition of any agreement between the Company & its Buyers.

(C) These Terms & conditions apply equally to B2B wholesale sales contracts & retail purchases but should be considered as being separate to provisions contained within the Consumer Protection (Distance Selling) Regulations in your country, where such provisions may apply.

Within these terms & conditions, the following provisions (together with any written & previously agreed variations to the foregoing) constitute the entire agreement between the Company & You.

### 1. Definitions & Interpretation

Within these terms & conditions, the following words shall have the following meanings & effects:

**"Company"** & **"We"** means Robert Angel Pty Ltd; ACN 136986582 / ABN 77 136 986 582 Trading as EnviraBags,

**"Buyer"** means the person(s), firm, company or organisation that purchases the Goods from the Company,

**"Goods"** means any goods & or services agreed in the Contract to be supplied to the Buyer by the Company;

**"Offer"** means the Company's, written offer, tender or proposal which sets out the design, quantity & price of goods offered for sale;

**"Contract"** means the contract of sale between the Company & the Buyer for the sale & purchase of the Goods, incorporating these Conditions;

**"Proforma Invoice"** means the deposit invoice we raise & require payment of, prior to commencement production of the goods.

**"Balance Invoice"** means the balance invoice we raise & require payment of, prior to delivery of the goods.

Herein, references to the masculine include the feminine & the neuter & the singular includes the plural & vice versa as the context admits or requires. Headings herewith will not affect the construction of any conditions.

### 2. Application of Conditions

2.1 The Contract will be on these Conditions to the exclusion of all other terms & conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or otherwise).

2.2 Each order for Goods by the Buyer from the Company shall be deemed to be initiated by payment of a deposit as stated on a Proforma Invoice subject to these Conditions.

2.3 No order placed by the Buyer shall be deemed to be accepted & confirmed by the Company until (a) payment on Proforma Invoice has been received by the Buyer & cleared; (b) written confirmation is received by the Buyer from the Company.

2.4 Any offer or quotation is given by the Company on the basis that no Contract shall come into existence until a written acknowledgement of an order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.



Any quotation is valid for a period of 30 days from its date, provided that the Company has not previously withdrawn it. Following expiry of that (30 day) period, the offer or quotation shall expire.

### 3. Quotations (Generally)

3.1 The Company will undertake to supply a timely & accurate quotation, tailored to your needs. Factors such as artwork, design customization, quantity & final delivery address all influence pricing.

3.2 We offer two types of quotations:

- (i) Comprehensive, fixed-price (preferred),
- (ii) An automated 'Get A Quote' form on our website.

The following conditions apply to Type (II) above.

3.3 You agree to the use of the page's live currency rates & other functionality to generate a quotation at your own risk.

3.4 You acknowledge that to the best of our knowledge & capacity, prices quoted are correct at the time of transmission. However, we cannot guarantee data will be free from corruption. Consequently, you agree to indemnify the Company from any & all liability from data or other errors; regardless of origin.

### 4. Quotations - EnviraPaper

4.1 Prices quoted on our website are based on the item being a natural colour bag with 2-colour printing up to 15% ink coverage. Factors such as artwork, design customization, quantity & shipping address may affect pricing. Custom printed samples take 8-10 days. Price: \$95 per bag. This charge is returned where quantity exceeds 5,000.

### 5. Quotations - Jute & JuteCo

5.1 Prices quoted on our website are based on the item being a natural jute bag with 2-colour printing up to 15% ink coverage. For specially coloured bags, add 0.30USD per bag. All JuteCo bags & artwork by embroidery is quoted. Factors such as artwork, design customization, handle details; quantity & shipping address may affect pricing. Samples take 7-14 days. Price: \$155 per bag. This charge is returned where quantity exceeds 20,000.

### 6. Quotations - Non Woven

6.1 Prices quoted on our website are based on the item being a single colour NW bag with 2-colour printing up to 15% ink coverage. Bags may be produced in an PMS colour. Minimum order quantities apply. Our NW bags comprise 50% recycled content & AZO free dyes. Factors such as artwork, design customization, handle details; quantity & shipping address may affect pricing. Samples take 7-14 days. Price: \$95 per bag. This charge is returned where quantity exceeds 20,000.

### 7. Quotations – rPET (recycled PET bottles)

7.1 Prices quoted on our website are based on bags comprising two parts. (i) 70gsm rPET structural bag; (ii) 4-colour process printed outer skin. Print ready colour separations are required. A charge of \$150USD per colour is returned to the Buyer where quantity exceeds 20,000. Factors such as artwork, design customization, handle details; quantity & shipping address may affect pricing. Samples take 8-10 days. Price: \$255 per bag. This charge is returned where quantity exceeds 20,000.

### 8. Quotations – Flax Viscose

8.1 Prices quoted on our website are based on the item being a natural colour bag with 2-colour printing up to 15% ink coverage.

### 9. Price & Payment

9.1 Our standard payment terms are:

40% Deposit payable on Proforma Invoice;

60% Balance payable on Tax Invoice prior to delivery unless otherwise agreed.



9.2 The price for the Goods shall be the price set out in the Company's Proforma Invoice.

9.3 In the case of Port Only Delivery, payment in full for the Goods is due 7 days in advance of the due date of arrival subject to provision from Us of a proper sales invoice & bill of lading).

9.4 If payment of the price or any part thereof is not made by the due date, the Company shall be entitled to charge the Buyer interest on any amount overdue at the rate of 6% over the business base rate from the date the payment was due until the actual payment; both before & after any judgment; & shall be entitled to recover from the Buyer all reasonable costs & expenses incurred in attempting to obtain such payment. 9.5 If the Late Payment of Commercial Debts (Interest) Act 1998 applies, we will be entitled to charge you interest at the rate applicable from time to time under that Act.

## 10. Description

10.1 Exclusively, the Illustration, Design & Specification details contained within the Proforma Invoice sets out the visual appearance of the offered product & shall form a part of the Contract of Sale.

10.2 We shall undertake to effect reasonable design alteration, error or omission to the Goods notified by the Buyer to the Company in writing during the production period however if such alteration affects a critical path or results in abortive production, we reserve the right to refuse amendments.

10.3 Although care is taken in the preparation of drawings, designs, descriptive matter, colouration, specifications & advertising issued by the Company and/or any descriptions or illustrations contained in the Company's catalogues, brochures & websites, they are published for the sole purpose of giving an approximate idea of the Goods described in them & are subject to change without prior notice.

## 11. Delivery

11.1 The Company or its authorised agent will deliver the Goods ordered by the Buyer to the address or port specified in the Proforma Invoice; or other as advised in writing by the Buyer & agreed by the Company.

11.2 Where included, the term 'Included Delivery' cited in a Proforma Invoice means 'a single delivery of the goods to the address shown on the Proforma Invoice or other nominated address within your country, as advised by the Buyer prior to dispatch'. The cost given shall include delivery charges.

11.3 Where storage and/or multiple deliveries of goods ordered is required, additional charges may be payable; such charges will be calculated on a Cost Plus 10% basis & will be advised in advance.

11.4 Delivery will be made as soon as possible after the Buyer's order is accepted.

11.5 Delivery dates given by the Company for delivery of the Goods are estimated & may be affected by circumstances outside our control. The time of delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

## 12. Risk/Title

12.1 The Goods are at the risk of the Buyer from the time of physical delivery (or Port Only Delivery as applicable).

12.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods.

## 13. Liability

13.1 We apply stringent quality controls during design, production, handling & delivery of our Goods. However, we acknowledge that problems can arise. You must notify us in writing within 7 days.

13.2 If the Goods delivered are damaged or defective or the delivery is of an incorrect quantity, the Company shall have no liability whatsoever to the Buyer unless the Buyer notifies the Company in writing of the problem within 7 days of the delivery of the Goods.

13.3 If the Buyer notifies a problem to the Company under Condition 13.1 the Company's sole & exclusive obligation will be, at the Buyer's option, to as soon as practicable & reasonable:



- (a) make good any shortage or non-delivery; or
- (b) replace or repair any Goods that are damaged or defective; or
- (c) refund to the Buyer the amount paid by the Buyer for the missing or defective Goods.

13.4 Save as precluded by law or statute, the Company will not be liable to the Buyer for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising under or in connection with the Contract & the Company shall have no liability to pay any money to the Buyer by way of compensation other than to refund to the Buyer the amount paid by the Buyer for the Goods under Condition 13.3 (c) above.

13.5 The Company undertakes to observe & comply with all applicable regulations & legislation, including obtaining all necessary customs, import or other permits required to supply the goods to the your country.

13.6 The Buyer, where applicable, must observe & comply with all applicable regulations & legislation, including obtaining all necessary customs, import or other permits to purchase or resell the Goods from the Company. The Company makes no representation & accepts no liability in respect of the export or import of the Goods to another country or territory outside Australia.

13.7 Notwithstanding the foregoing, nothing in these Conditions is intended to limit any rights the Buyer might have as a consumer under applicable local law or other statutory rights that may not be excluded, nor in any way to exclude or limit the Company's liability to the Buyer for any death or personal injury resulting from the Company's negligence.

#### **14. Notices**

14.1 Unless otherwise expressly stated in writing, all notices from the Buyer to the Company must be in writing & sent to the Company at PO Box 1308, Hawksburn, Victoria, Australia 3142 & all notices from the Company to the Buyer will be sent to the Buyer's address shown in the Proforma Invoice.

#### **15. Events Beyond the Company's Control**

15.1 The Company shall have no liability to the Buyer for any failure to deliver the Goods or any delay in doing so or for any damage or defect to the Goods delivered that is caused by an event or circumstance beyond the Company's reasonable control including, without limitation, force majeure, strikes, lock-outs & other industrial disputes, customs clearance delays, breakdown of systems or network access, flood, fire, explosion, accident, acts of terrorism & sabotage.

#### **16. Validity**

16.1 If any of these Conditions (or part of any of these Conditions) is unenforceable or cannot be read down (including any provision in which the Company excludes its liability to the Buyer) the enforceability of the remaining Conditions (or remaining part of any Condition) will continue in full effect.

16.2 Any & all previous terms & conditions shall be revoked & replaced by these conditions except where any previous conditions have been affected by a contract of sale/supply of goods.

#### **17. Third Party Rights**

17.1 Notwithstanding any other Contract provision, nothing in the Contract confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

#### **18. Jurisdiction & Governing Law**

18.1 The Contract shall be governed by & interpreted in accordance with Australian Law & the courts of Australia shall have sole jurisdiction to resolve any disputes between the Company & Buyer.

#### **19. Entire Agreement**

19.1 The Written Contract sets out the entire agreement between the Company & the Buyer. Nothing said by any person or representative of the Company should be regarded as a variation of the Contract or as an authorised representation about the nature or quality of the Goods. Save for fraud or fraudulent misrepresentation, the Company shall have no liability for any such



representation being untrue or misleading. No variation of or amendment to the Contract shall bind either party unless made in writing & signed by an authorised representative of both parties.

## **20. Intellectual Property**

20.1 Other products & company names, marks & logos mentioned or displayed in our product, website & publications may be the trade marks, service marks or trading names of third parties.

20.2 Where we, with your direction, print or otherwise reproduce on our product your mark, logo, slogan or other intellectual property owned or licensed by You, we are deemed to be doing so under license & full legal indemnity from You.

20.3 We own the copyright, design registration & all other intellectual property rights associated with our products, save where otherwise stated or expressly & separately formally licensed. We retain ownership of all samples & illustrative material we produce. You acknowledge that we own the Trade Marks & other intellectual property associated with our product & that you may not use any of them without our prior written permission.

20.4 You agree to refrain from the following without obtaining prior written permission from Us: reproduce the visual appearance, form or function, to modify or in any way or commercially exploit any of our product. By extension, You agree not to remove or modify the care label, mark, copyright or notice from any product made or supplied by us.

20.5 These Terms should be read together with any Confidentiality Agreement / NDA where such an agreement exists.

End.

## **CONTACT US**

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