

**RYDGES HOTELS LTD**  
**TERMS AND CONDITIONS OF SALE (12/06)**

In these Terms and Conditions, "**Rydges**" means **Rydges Hotels Ltd** (ABN 48 050 035 268) or any associate company which supplies goods to the customer ("**the Customer**"). Rydges supplies all goods to every Customer subject to the following terms and conditions ("**Terms and Conditions**") and the attached order form ("**the Order Form**") and any attachments to those documents, notwithstanding anything that may be stated to the contrary in the Customer's inquiries, on the Customer's orders or in the Customer's terms and conditions. The Customer acknowledges and agrees that neither the Customer nor Rydges' sales staff are authorised to make any commitments or representations which amend, vary or otherwise deviate from these Terms and Conditions. Any such amendments, variations or deviations must be agreed in writing and signed by Rydges' authorised representative. Notwithstanding anything else contained in these Terms and Conditions, Rydges reserves the right to change its Terms and Conditions at any time. Any amendments to these Terms and Conditions shall apply to all orders accepted by Rydges after such amendments have been notified (orally or in writing) to the Customer. These Terms and Conditions replace all prior terms and conditions issued by Rydges to the Customer.

**1. ORDERS**

- (a) By placing an order, the Customer will be deemed to have accepted these Terms and Conditions to the exclusion of any other terms and conditions. In particular, Rydges will not be bound by any conditions attaching to the Customer's order and, unless those conditions are expressly agreed by an authorised representative of Rydges in writing, the Customer acknowledges that those conditions are expressly excluded.
- (b) The Customer's orders must be submitted to Rydges in writing, unless Rydges agrees otherwise in writing, and will not be binding on Rydges until Rydges' authorised representative has accepted the Customer's order in writing or in another agreed form. Rydges reserves the right to accept any order in whole or in part, or to decline any order.
- (c) Once the order is accepted by Rydges, it may not be cancelled or varied by the Customer without the consent of Rydges in writing.
- (d) Each of the Customer's orders must specify the type and quantity of the goods.

**2. PRICE**

- (a) Unless otherwise agreed in writing by Rydges, the price of the goods payable to Rydges by the Customer is the price as stated in the Order Form ("**the Price**").
- (b) Delivery costs and installation costs (where applicable) are payable in addition to the Price as set out on the Order Form, and are payable directly to the manufacturer. A copy of the estimated delivery and installation costs is provided together with your Order Form.

**3. PASSING OF TITLE AND RISK**

Risk and title in goods supplied by Rydges, or on its behalf, will pass to the Customer upon delivery of the goods to the Customer or the Customer's carrier, whichever is the sooner.

**4. DELIVERY**

- (a) Deliveries and installation (where applicable) will generally be made by the manufacturer of the goods, on behalf of Rydges.
- (b) Following acceptance of an order by Rydges in accordance with clause 1, the manufacturer will as soon as practicable advise the Customer of the estimated delivery date of the consignment of the goods ("**Delivery Date**"). The Delivery Date is given and intended as an estimate only. The manufacturer will use reasonable endeavours to deliver the goods by the Delivery Date, but the Delivery Date is not of the essence.
- (c) Rydges will not be liable for, nor be required to indemnify the Customer from or against, any loss, damage, actions, claims or expenses suffered or incurred, whether direct or consequential, as a result of a delay in delivering the goods.

**5. INSPECTION AND ACCEPTANCE**

- (a) The Customer shall inspect all goods upon delivery and shall within 24 hours of delivery give notice to Rydges and to the manufacturer of any issue or matter by which the Customer alleges that the goods are not in accordance with the Customer's order as specified in the Order Form.
- (b) If the Customer fails to give such notice, to the extent permitted by law, the goods shall be deemed to have been delivered and accepted by the Customer.

**6. RETURN OF GOODS**

- (a) Goods may not be returned or credited without obtaining prior authorisation from Rydges or its authorised agents.
- (b) To the extent permitted by law, Rydges reserves the right to impose any handling charge which it deems to be reasonable in respect of goods returned.

**7. WARRANTIES AND LIMITATION OF LIABILITY**

- (a) The manufacturer has agreed with Rydges that, for a period of ten years from purchase, the goods will be free from defect in workmanship and materials. If service is required due to a defect in workmanship or materials, the manufacturer will repair the goods at the manufacturer's cost. A copy of the manufacturer's warranty is attached to and forms part of these Terms and Conditions. This warranty is subject to the terms and conditions set out in the warranty document. The manufacturer will upon delivery provide a copy of the warranty document to the Customer along with the goods.
- (b) For the avoidance of doubt, the manufacturer's warranty is in addition to and independent from any statutory warranties or conditions that may be available to the Customer.
- (c) To the full extent permitted by law, Rydges shall not be liable in any way whatsoever to the Customer or any third party, whether in tort (including negligence), contract, breach of statute or otherwise, for any loss of profits, revenue, business or goodwill, or for any other loss including but not limited to any indirect, special or consequential loss.
- (d) To the full extent permitted by law, the liability of Rydges in respect of any order of goods shall in any event be limited to the lesser of the purchase price of the goods or the cost of replacing the goods.
- (e) Where Rydges replaces the goods, it will arrange for delivery of the replacement goods to the Customer's address as specified on the Order Form unless otherwise agreed in writing by Rydges.
- (f) The limitations on Rydges's liability contained in these Terms and Conditions are made to the extent permitted by law. Nothing in these Terms and Conditions restricts the effect of any warranties or conditions which may be implied by the *Trade Practices Act 1974* (Cth) or any other law which cannot be excluded, restricted or modified. Subject to those laws, to the extent to which Rydges is entitled to do so, its liability under such implied conditions or warranties will be limited to the option of Rydges to any one or more of the following:
  - (i) in the case of goods:
    1. the replacement or repair of the relevant goods, or the supply of equivalent goods; or
    2. the payment of the cost of replacing or repairing the goods, or of acquiring equivalent goods; and
  - (ii) in the case of services:
    1. supplying of the services; or
    2. the payment of the cost of having the services supplied again.
- (g) Rydges makes no promise and gives no guarantee that repair facilities or parts will be available in respect of any of the goods supplied.

**8. FORCE MAJEURE**

Without prejudice to any other provisions hereof, Rydges shall not be liable for any delay in performance or failure to perform any of its obligations, if such performance is prevented, restricted or affected by a force majeure event or any other cause beyond Rydges' control.

**9. REPRESENTATIONS**

The Customer acknowledges that no person, agent or employee has been or is authorised to make any representations, warranties, guarantees or other statements on behalf of Rydges.

**10. GOVERNING LAW**

These Terms & Conditions shall be governed by the laws of New South Wales and the parties submit irrevocably and unconditionally to the non-exclusive jurisdiction of the Courts of New South Wales.