TERMS & CONDITIONS

1. Interpretation

In these conditions:

"Conditions" means these Terms and Conditions of Sale;

"Customer" means a person, firm or corporation acquiring goods or services from LOSUGEN;

"Goods" means goods supplied by the Supplier to the Customer;

"Losugen" means Losugen Pty Ltd (ABN 26097626849) of Unit 2, 26 Biscayne Way, Jandakot, WA 6164

2. Formation and Scope of Contract

2.1 These Conditions apply exclusively to every contract for the sale of goods by Losugen to the Customer and cannot be varied or supplanted by any other condition without the prior written consent of Losugen.

2.2 Any written quotation provided by Losugen to the customer concerning the proposed supply of goods is valid for 30 days and is an invitation only to the Customer to place an order based upon that quotation.

2.3 A contract shall be formed upon Losugen accepting an order for goods made by the Customer by dispatching acceptance to the Customer either by mail, facsimile or electronically, or by commencing delivery or manufacture of goods.

3. Payment and Pricing

3.1 The Customer must make payment of the goods to Losugen in accordance with the particular method of payment negotiated with Losugen, or by other method agreed to in writing by Losugen.

3.2 Prices for the goods exclude:

(a) sales tax, consumption or goods and services tax, and any other taxes or duties imposed on or in relation to the goods: and

(b) Unless otherwise agreed in writing by Losugen the cost of freight and insurance arising from the point of dispatch to the point of delivery to the Customer.

4. Cancellation and Delay

4.1 The Customer acknowledges that a date for delivery of goods as stated by Losugen is intended as an estimate only and is not a contractual commitment and accordingly Losugen will use its best reasonable endeavours to meet any estimated dates for delivery.

4.2 If, through circumstances beyond the control of Losugen, Losugen is unable to effect delivery of goods, then Losugen may cancel the Customers order (even if it has already been accepted) by notice in writing to the Customer.

4.3 Losugen will be in no way liable for costs or losses caused to the Customer including but not limited to any consequential loss or loss of profits arising from the failure to supply goods to the Customer.
5. Property and Risk

The risk in the goods and all insurance responsibility for the theft, damage or otherwise in respect of the goods will pass to the Customer immediately upon delivery of the goods to the premises or transport nominated by the Customer.

6. Passing of Property

Until such time as the Customer makes full payment of any outstanding charge the Customer for all expenses and costs (including amounts to Losugen).

(a) title and property in all goods remain vested in Losugen and do not pass to the Customer:

(b) the Customer must keep the goods separate from its goods and maintain labelling and packaging of Losugen:

(c) the Customer must hold the goods as fiduciary bailee and agent for Losugen:

(d) the Customer is required to hold the proceeds of any sale of the goods on trust for Losugen as trustee:

(e) Losugen may without notice, enter any premises where it suspects the goods may be and remove them, and for this purpose the Customer irrevocably licences Losugen to enter such premises and also indemnifies Losugen from and against all costs, claims, demands or actions by any party arising from such action.

7. Payment Default

If the Customer defaults in payment by the due date of any amount payable to Losugen, becomes bankrupt or enters into any scheme of arrangement or any assignment with or for the benefit of its creditors, or has a liquidator, administrator, or receiver appointed, Losugen may, without prejudice to any other remedy available to it:

(a) legal costs on a solicitor/own client basis) incurred by it resulting from the default and in-taking whatever action it deems appropriate to recover any sum due:

(b) charge the Customer interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 plus 2% for the period from the due date until the date of payment in full:

(c) Cease or suspend for such period, as Losugen thinks fit, supply of any further goods or services to the Customer.

8. Quantity and Weight

8.1 Losugen will endeavour to supply to the Customer the correct quantity and weight of goods ordered.

8.2 The Customer however acknowledges that the quantity and weight of goods may vary by no more than 10 % of the quantity and weight of goods ordered.

8.3 If any variation exists between the quantity and weight of the goods delivered compared to the quantity and weight ordered, the price for the goods delivered will be adjusted so as to reflect the variation from the quantity and weight of the goods ordered.
9. Pallets

Unless non-refundable pallets are specified on the delivery advice form pallets are to be exchanged at the time of delivery or by an alternative arrangement.

10. Returns

10.1 Losugen will not provide or accept for credit returned goods ("Returns") from the Customer unless first specifically approved in writing by Losugen.

10.2 Authorization for Returns will not be provided until all goods are inspected by an authorized officer of Losugen and deemed to be fit for resale.

10.3 The Customer acknowledges that Losugen's decision as to whether or not it will provide credit for goods shall be a matter in the sole discretion of Losugen.

10.4 In the event that Losugen determines that goods are fit for resale by Losugen the supplier will credit 90% of the invoice value to the Customer and the Customer acknowledges that Losugen will retain 10% of the invoice value to cover re-stocking charges.

11. Intellectual Property

The Customer acknowledges Losugen title to the copyright, trademark, patent or design rights (intellectual property) in or related to any of its goods and shall not claim any right title or interest in the Intellectual Property nor use any of the Intellectual Property other than necessary for the proper use of the goods.

12. Liability

12.1 Except as specifically set out in these terms and conditions, or contained in any written warranty issued by Losugen, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded to the maximum extent permitted by law.

12.2 Replacement or repair of the goods is the absolute limit of Losugen liability howsoever arising under or in connection with the description, quality, condition, performance, assembly, manufacture, design, merchantability or fitness for purpose of the goods or alternatively the sale, use of, storage or any other dealings with the goods or service by the Customer or any third party.

12.3 Losugen is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.

13. Force Majeure

Losugen will not be deemed to be in breach of a contract, or otherwise liable to the Customer, by reason of delay in performance due to any circumstances beyond the reasonable control of Losugen including without prejudice to the generality of the foregoing, any international disturbances, war, strikes, lockouts, fire, riot, flood, and including inability to procure materials or articles except at increased prices due to any of the above.

14. Governing Law and Jurisdiction

The laws of Western Australia, Australia, govern these terms and conditions and the Customer submits the exclusive jurisdiction of the courts of the State of Western Australia, Australia.