

Red Range Stock Supplements Terms and Conditions

Acceptance of Terms and Conditions

By purchasing or using products supplied by Red Range Stock Supplements ("Company"), the customer ("Customer") acknowledges and agrees to be bound by these Terms and Conditions. These Terms and Conditions supersede any prior agreements, including the customer's own supplier terms, whether written or verbal.

1) Application

- a) These terms apply to all contracts of the sale of Goods and Services by the Company.
- b) No amendment, alteration, waiver, or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.
- c) The Customer acknowledges that no employee or agent of the Company has any right to make representation, warrantee or promise in relation to the Goods or services or the sale of the Goods or Services other than contained in these terms.
- d) By accessing the Goods or Services offered by the Company you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Goods or Services.

2) Order Placement

All orders must be placed in writing, either electronically or by physical means, and must include the specific product details, quantity, and delivery instructions. The customer accepts any errors due to miscommunication via verbal requests is solely at the customer's own risk.

3) Pricing

- a) Prices for products are subject to change without prior notice. The prices charged will be those in effect at the time of order placement unless otherwise agreed upon in writing.
- b) Price is quoted Exclusive of GST; the Customer is required to pay the applicable GST to the Company along with the price at the same time when the price is due as per the Terms.

4) Payment Terms

- a) Even the client has a current trading account, the Company at its discretion has the right to ask for payment either in full in advance, in part via a deposit of 50% in advance and the remainder prior to delivery, or as stated in the payment terms as stated on the invoice.
- b) No statements will be issued.
- c) The Customer must pay all amounts due under these Terms without any deductions or withholding except as required by law and is not entitled to assert any credit, set-off or counter claim against the Company to justify withholding payment of any such amount in whole or in part.
- d) Failure of the Customer to make the payment to the Company as stated in Terms, the Company may place the debt in the hands of a third-party debt collection agency or company.
- e) Any and all costs incurred in the collection of debts shall be transferred and payable in full by the Customer.
- f) The Company has the right to register any Customer that fails to make payment as stated in the Terms with the Personal Property Securities Act (Commonwealth 2009)
- g) All invoices are due for payment within 14 days from the date of the invoice, unless otherwise agreed upon in writing.
- h) Any overdue accounts will be subject to an interest charge of 0.75% per month on the outstanding balance from the due date until the date of payment calculated daily.
- i) If there is a genuine dispute regarding the invoice, the non-disputed amount should be paid within the specified time frame. The disputed amount should be communicated in writing with supporting documentation.

5) Payment Methods:

The Company accepts payments by Direct deposit or credit card. Payment details will be provided upon request.

6) Accounts

- a) Registered Businesses and Organisations may apply for an account with the Company by completing, in full, the Account Application Form. When applying for a trading account with the Company, the Client must provide information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of the account.
- b) It is solely at the Company's discretion to grant an account to a Business or Organisation.
- c) Pricing and payment terms matched to an account are at the discretion of the Company.

7) Use of Product

- a) The Company products must be used in accordance with all applicable laws, including federal, state, and local regulations, and with manufacturer-specified instructions. The Company is not responsible for any damages arising from use in any other manner.
- b) Use of the product must be as per the instructions of use provided by The Company.
- c) Products are to be fed out according to individual conditions and requirements.
- d) Products may contain Rumensin and cannot be consumed by horses or dogs.

1) Delivery

- a) The Company will make reasonable efforts to deliver products within the agreed-upon timeframes. However, The Company is not liable for delays beyond its control, including but not limited to transportation delays or force majeure events.
- b) The Company reserves the right to deliver the goods or Services in whole or in instalments, as well as to deliver prior to the date for delivery and, in such an event, the customer must not refuse to take delivery of the goods.
- c) Any failure of the part of the Company to deliver instalments within any specified time does not entitle the Customer to repudiate the contract regarding the balance remaining undelivered.
- d) Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
- e) The Company is not liable for delays beyond its control, including but not limited to transportation delays or force majeure events.
- f) Delivery charges, if applicable, will be communicated to the Customer in advance and added to the invoice.

2) Quality and Returns

- a) The Company warrants that all products delivered will meet industry and agreed standards and be free from defects at the time of delivery.
- b) Customer is responsible for inspecting the products upon delivery. Any claims of defective or non-conforming products must be reported to The Company within 2 days of delivery.
- c) Returns of defective or non-conforming products will be accepted if reported within the specified time frame. The Company reserves the right to inspect returned products before issuing a credit or replacement.

3) Liability and Indemnification

- a) These Terms do not affect the rights, entitlements and remedies conferred by the Trade Practices Act 1974.
- b) The Company is not subject to, and the Customer releases the Company from, any liability (including but not limited to consequential loss or damage) because of any delay in delivery or fault or defect in the Goods. The Customer acknowledges that the Company is not:

- i) Liable for any indirect, punitive, special, incidental, or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill, or other economic advantage) however it arises, whether for breach of contract or in tort, even if it has been previously advised of the possibility of such damage.
- ii) In no event shall The Company be liable for any claims by a third party in tort or contract, or pursuant to the Competition and Consumer Act 2010 (Commonwealth) including, but not limited, to any misleading statements made and/or incorporated into any Content provided by third parties, such as manufacturers and wholesalers, and users of the Service. It is your sole responsibility to ensure the accuracy of the data inputted.
- c) The Company's liability for any claim, including but not limited to product defects, shall not exceed the purchase price of the product in question.

4) Force Majeure

The Company will not be liable for any breach of contract due to any matter or thing beyond the Company's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lockouts, work stoppages, wars, riots or civil commotion, intervention or public authority, explosion, or accident).

5) Governing Law

These Terms shall be governed and construed in accordance with the laws of Western Australia, Australia, without regard to its conflict of law provisions.

6) Amendments

The Company reserves the right to amend these Terms and Conditions at any time.

7) 10. Entire Agreement

- a) These Terms and Conditions constitute the entire agreement between The Company and Customer and supersede all prior agreements, written or oral, relating to the subject matter herein.
- b) These Terms and Conditions supersede any prior agreements, including the customer's own supplier terms, whether written or verbal.
- c) By accepting these Terms and Conditions, the Customer acknowledges that they have read, understood, and agreed to all the terms and conditions outlined herein.

Red Range Stock Supplements

25 Ivanhoe Road
Kununurra WA 6743

Date: November 2023