

Terms & Conditions

Payment Procedures

Synergy Packaging Pty Ltd (Synergy) accepts Visa, MasterCard, direct deposit and bank cheques as payment methods. All orders less than \$200.00 (before GST & freight charges) will attract a Packaging & Handling Fee of \$15.00 in addition to applicable freight charges. Prices and product availability are subject to change without notice. Please call the office to confirm current prices.

Shipping

Freight and shipping prices are subject to change without notice. Please enquire with Synergy for freight prices. We use a variety of freight suppliers for different destinations. Synergy do not offer freight options for International orders. All International orders will require Customer Own Freight.

Customer Own Freight / Pick-Up

Customer is to arrange own freight upon customer being notified the order is ready for collection. If order is not collected within 14 business days of receiving collection email, the order will be cancelled, and a \$40 cancellation fee will be removed from your payment. The balance will be available as a credit to you on a future order.

Returns and Disputes

Synergy does not accept returns. We gladly accept returns when Synergy has supplied the incorrect stock. Please do not send returns without speaking with a Customer Service Consultant first, as no credit will be raised for product returns that are not authorised. If there are any disputes relating to product specifications, damage during transit, or quantities delivered, please let us know within 14 days of delivery. Any claims made after 14 days will not be accepted.

Colour Presentation

Please note that colour presents differently in different mediums. The colours represented in our catalogue and on our website are slightly different to the actual product itself. This is because colours on paper do not reflect the colours in plastic or aluminium mediums. Please purchase some samples to view the colours of the products. Coloured samples are available to purchases (conditions and restrictions apply – please contact the office for more information). Whilst every care is taken to ensure that we accurately reproduce colours, some colour variation can be present within and between production runs.

Packaging Options

Most aluminium and sleeved products are individually packed to protect the products. Special packaging requirements must be made known to Synergy. However, these special requirements may increase the quoted price and lead time and are not always available. All shiny metal sleeved products should be individually packed to reduce the chance of damage. Products imported from overseas could be damaged during transit via multiple freight methods, such as sea and road. Please note that damage of approximately 1% is to be expected and will not be refunded or compensated unless the customer pays for freight as well as the packaging and handling charges.

Fit for Purpose

Some products may cause the packaging to fail. Please test the packaging with your intended use to ensure that leakage and other interactions with the packaging material does not cause undue reaction. The buyer is responsible for all product testing as Synergy Packaging has no facilities for product trials. Please note that products require testing for longer than 24 hours. Please refer to our Test Your Packaging information sheet for more information.

Lead Times

Please note that locally manufactured products that are not in stock could take up to 6 weeks for production. Additionally, overseas procured products could take up to 14 weeks to arrive at Synergy. In some instances, it could take longer (especially during the peak and national holiday periods). We do endeavour to make available all the stock in the catalogue. If the product is in stock, we will deliver within a week of payment (for prepaid orders).

Discount/ Promotions

The offer runs for a finite period, as defined in the offer Terms and Conditions below.

If no end date is defined on the advertisement, then the time limit for the offer is a maximum of 90 days after the campaign started.

The offer cannot be used in conjunction with any other offer and must apply to orders with a subtotal over \$500. This offer entitles you, at the time of ordering, to a saving on a new order placed with Synergy Packaging Pty Ltd.

We reserve the right to exclude any person from participating in the offer on reasonable grounds.

We reserve the right to end the offer or amend these Terms and Conditions at any time without prior notice.

The offer is subject to availability and where applicable the offer will only continue while stocks last.

The offer will be automatically redeemed online once the credit card payment option has been selected.

The offer is only applicable for orders placed online through our website.

The offer excludes all orders with payments made through direct deposit, over the phone payment, bank cheque and/or # days EOM account terms.

The offer name may differ across our marketing material as such, We:

Reserve the right to change the wording without prior notice.

Reserve the right to define which offer the wording is referring to.

General Terms and Conditions of Sale

Please note that other general Terms and Conditions apply.

DEFINITIONS

In these conditions,

"Agreement" means any Agreement or Contract entered into for the provision of Goods and/or Services by Synergy Packaging Pty Ltd (Synergy) to the Customer.

"Customer" means a person, firm or corporation, jointly and severally if there is more than one, acquiring Goods or Services from Synergy.

"Delivery" means when Goods are delivered to the Customer's premises or when Services are provided.

"Goods" means Goods supplied by Synergy to the Customer.

"GST" means Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended.

"Intellectual Property" means all copyrights, patents, trademarks, designs, formulas, specifications, confidential information, manufacturing processes and/or modifications, improvements and derivations (whether registrable or not) owned or licensed by Synergy in respect of the Goods and Services.

"Offer" means an opportunity to buy something at a price that is lower than the usual price.

"Order" means a person, firm or corporation, jointly and severally if there is more than one, acquiring Goods or Services from Synergy.

"Services" means Services supplied by Synergy to the Customer.

"Synergy" means Synergy Packaging Pty Ltd ABN 65 006 617 741.

"Terms" means these Terms and Conditions of Trade.

"We" means Synergy Packaging Pty Ltd ABN 65 006 617 741.

Basis of Agreement

- a. These Terms apply to the supply of all Goods and Services by Synergy to the Customer and cannot be varied except in writing signed on behalf of Synergy.
- b. The Customer shall supply Synergy with detailed and specific instructions as to the Goods and Services it requires.
- c. Any written quotation provided by Synergy to the Customer for the proposed supply of Goods and Services is;
 - i. Valid for 3 months from its date. An invitation to treat only.
 - ii. Subject to the Customer offering to enter into an Agreement in accordance with these Terms.
- d. Synergy may include additional Terms in its quotation to the Customer. In the case of inconsistency between Terms set out in Synergy's quotation and these Terms, the Terms set out in the quotation shall prevail.
- e. The Customer shall offer to purchase Goods by signing the quotation and returning to Synergy.
- f. The Customer's offer shall be deemed to be accepted by Synergy when;
 - i. Synergy confirms its acceptance in writing, or by electronic means, or
 - ii. Synergy delivers the Goods and/or Services pertaining to the offer to the Customer
- g. Synergy may in its absolute discretion refuse to accept any offer.

Pricing

- a. Prices quoted for the supply of Goods and Services exclude GST and all other taxes or duties imposed on the Goods and Services in addition to paying the price of Goods and Services, the Customer must pay any GST and any other taxes or duty imposed on the Goods and Services.
- b. If the Customer requests any variation to the Agreement, Synergy may vary the price of the Goods or Services to account for the variation.
- c. Where there is a substantial variation in the cost of materials or Services used by Synergy in producing the Goods or Services, Synergy may vary its price for the Goods or Services by notifying the Customer.

Payment

- a. Unless otherwise agreed in writing, the Customer shall pay for Goods and Services supplied by Synergy upon Order of the Goods or submission of an account for Services.
- b. Payment by cheque is not deemed made until proceeds of the cheque have cleared.

Credit Facility

If Synergy allows the Applicant time to pay for Goods and Services, then such credit facility shall be conducted upon the following terms;

- a. The Customer shall pay for all Goods and Services supplied by Synergy by the last day of the month following the month in which the Goods and Services were supplied by Synergy (the "due date").
- b. Synergy may in its sole discretion at any time terminate its credit facility with the Customer or require the Customer to provide security or additional security in support of the credit facility.
- c. Synergy may at any time cease or withhold the supply of Goods to the Customer on credit.
- d. If the Customer fails to pay all monies due to Synergy by the due date or is otherwise in breach of the credit facility then;
 - i. The Customer shall reimburse Synergy all expenses and costs incurred by Synergy in recovering monies not paid by the Applicant by the due date.

Risk and Insurance

- a. The Goods shall be at the Customer's risk immediately following Delivery of the Goods.
- b. The Customer shall obtain all necessary licenses and permits in relation to the Goods under all relevant Laws or Regulations.
- c. From the time of Delivery the Customer assumes all risk and liability for loss, damage or injury to persons or property of the Customer, or third parties arising out of the use of, or possession of any of the Goods whether such goods are used singularly or in combination with other substances, or any process.

Acknowledgements

The Customer acknowledges that;

- a. It has not relied on any Services involving skill and judgment, or any advice, recommendation, information or assistance provided by Synergy in relation to the Goods and/or Services or their use or application.
- b. It is solely responsible for satisfying itself that the Goods or Services are suitable for use of the Customer or any contemplated use by the Customer, whether or not such use is known by Synergy.
- c. Any description of the Goods provided in a quotation or invoice is given by way of identification only and the use of such description does not constitute a Contract of Sale by description.

Performance of Agreement

- a. Any period of date for Delivery of Goods or provision of Services stated by Synergy is intended as an estimate only and is not a contractual commitment. Synergy will use its reasonable endeavours to meet any estimated date for Delivery of the Goods or completion of the Services, but will not be liable in any circumstances for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.
- b. A completed drivers' manifest or delivery docket whether signed by the driver or the Customer or its employee or agent will be proof of Delivery of Goods invoiced.

Delivery

- a. Synergy will, at its discretion, arrange for the Delivery of the Goods to the Customer and shall designate the route and means of transportation for the Delivery of the Goods or Services. In the event that the Customer requires a different route or form of transportation, the Customer will reimburse Synergy for the extra costs involved.
- b. Unless otherwise agreed in writing by Synergy, the Customer will be responsible for all costs associated with Delivery, including freight, insurance and other charges arising from the point of dispatch of the Goods to the Customer to the point of Delivery.
- c. The Customer must provide reasonable and proper access to the location specified for Delivery.
- d. The Customer authorizes Synergy in its absolute discretion to subcontract Delivery.
- e. The Customer indemnifies Synergy against any loss or damage suffered by Synergy, its subcontractors or employees as a result of Delivery, except where such a loss or damage is caused by the negligence of Synergy.
- f. The obligation of Synergy to deliver Goods shall be satisfied by the Delivery by Synergy of the quantity of Goods ordered (+/- 10%). The Customer shall only be required to pay for the actual quantity of the Goods delivered by Synergy.

Packaging

- a. Packaging in/on which Goods are delivered remain the property of Synergy (or may be in possession of Synergy under Agreement with third parties) and must not be used for any Goods other than those originally contained in the packaging at the time of Delivery. The Customer must return all returnable packaging delivered by Synergy as soon as practicable after the Goods have been removed. The Customer must compensate Synergy for the replacement costs of any returnable packaging that is not returned or for the repair costs of any returnable packaging that is returned in damaged or in poor condition.

Liability

- a. Except as specifically set out herein, or contained in any warranty statement provided with the Goods or Services, any Term, condition or warranty in respect of the quality, merchantability, fitness for purposes condition, description, assembly, manufacture, design or performance of the Goods or Services, whether implied by Statute, Common Law, Trade usage, custom or otherwise which may be lawfully excluded, is hereby expressly excluded.
- b. Synergy's liability arising under or in connection with the sale, use of, shortage in Delivery of or any other dealings with the Goods or Services by the Customer or any third party shall be limited to replacement or repair the Goods re-supply of the Services.
- c. Synergy shall not be 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 Good Services.
- d. Synergy shall not be liable for any loss or damage suffered by the Customer where Synergy has failed to deliver Goods or Services or fails to meet any Delivery date or cancels or suspends the supply of Goods or Services.
- e. Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of Goods or supply of Services which cannot be restricted or modified.

Cancellation

- a. If, through circumstances beyond the control of Synergy, Synergy is unable to affect Delivery or provision of Goods or Services, then Synergy may cancel the Customer's order, (even if it has already been accepted) by notice in writing to the Customer.
- b. No purported cancellation or suspension or any order or any part thereof by any Customer is binding on Synergy after that order has been accepted.
- c. Synergy, in its absolute discretion may review, alter or terminate the Customer's credit limit or payment terms without notice.

Specifications

- a. All specifications, formulas, drawings, illustration, descriptive matter and particulars contained in Synergy's catalogue, website, and marketing documents are indicative only, do not form part of this Agreement, and are not representations or warranties of any kind. Any discrepancies will not entitle the Customer to rescind this Agreement or seek compensation or damages.
- b. The Customer must not reverse engineer any Goods provided to it by Synergy.
- c. All drawings, descriptive matter and particulars supplied by Synergy to the Customer remain Synergy's property and are to be returned to Synergy on demand and the Customer shall not publish or communicate any of them to any person or publish or permit them to be copied or communicate them to any other person without Synergy's prior consent in writing.

Intellectual property

- a. The Customer acknowledges that it has no proprietary rights or interest in the Intellectual Property.
- b. The Customer must not register, record or attempt to register or record anywhere in the world the Intellectual Property or any part or any patents, inventions, trademarks or designs derived from or similar to the Intellectual Property or aid or abetted anyone else in doing so.
- c. The Customer must not at any time create, sell, manufacture or process any Goods or Services using or taking advantage of the Intellectual Property.
- d. The Customer warrants that where it provides material for use by Synergy or provides manufacturing direction, it is legally entitled to do so.
- e. The Customer indemnifies and agrees to keep indemnified Synergy against all liabilities, losses and expenses incurred by Synergy in relation to, or in any way directly or indirectly connected with, any breach of any Intellectual Property rights in relation to the Customer's manufacturing process or material provided by the Customer for the manufacture or supply of the Goods and Services.
- f. Any Intellectual Property provided to the Customer by Synergy in connection with the Goods and Services remains the exclusive property of Synergy and must be returned to Synergy on demand and must not be copied or communicated to any third party without the express written consent of Synergy.

Warranty

- a. Subject to clause 15.c Synergy will replace any Goods or re-supply any Services which in its reasonable opinion do not meet the standards specified in the product description by more than an acceptable level of variance.
- b. Provision of the Warranty is subject to;
 - i. Payment in full of the amount owing to Synergy by the Customer in accordance with this or any Agreement.
 - ii. Written notice from the Customer within 14 days of delivery of any Goods or Services that it believes such Goods or Services do not meet specification or that such Goods that are defective.
 - iii. The provision of a sample of the Goods to Synergy for testing.
 - iv. Correct use and storage of the Goods in accordance with instructions provided.
 - v. Using the Goods and Services in accordance with their intended purpose.
- c. The Customer warrants to use the Goods in accordance with;
 - i. Any instruction provided to it by Synergy from time to time.
 - ii. All Government and local Regulations including but not limited to all relevant Environmental Laws and Regulations governing the storage, use handling and maintenance of the Goods.
 - iii. All necessary and appropriate precautions and safety measures relating to the storage, use, handling and maintenance of the Goods.

Miscellaneous

- a. Synergy shall not be required to replace Goods which are defective as a result of not being used for their proper or intended purpose or which have been treated, processed, or changed in any manner without Synergy's approval.
- b. The Laws of Victoria from time to time govern this Agreement and the parties agree to the non-exclusive jurisdiction of the Courts of Victoria and the Federal Court of Australia.
- c. Failure by Synergy to enforce any of these Terms shall not be construed as a waiver of any of Synergy's rights.
- d. Any provision herein contained which is found to be unenforceable shall be read down so as to be enforceable, or if it cannot be so read down, the condition shall be severed from these Terms without affecting the enforceability of the remaining conditions.
- e. A notice must be in writing and handed personally, sent by facsimile, or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received two days after posting. Notices sent by facsimile are deemed to be received upon confirmation of transmission.

