



## **GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

*Effective from 2<sup>nd</sup> April 2007*

Registered Proprietor

**AWH PTY LTD**

ABN 81 069 066 842

**Issued: 2<sup>nd</sup> April 2007**

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## I. DEFINITIONS

In these General and Special Conditions of Contract:

“Account” means such AWH Pty Ltd bank account as shall from time to time be nominated.

"AWEX" means the Australian Wool Exchange.

“AWEX-ID” means the AWEX industry description.

“AWEX Rules” mean the rules relating to the sale of Wool as published by AWEX.

"AWEX Rules of Arbitration" mean those rules within the AWEX Rules relating to arbitration.

"AWH" means AWH Pty Ltd ABN 81 069 066 842.

“AWH Schedule of Service Charges” means the schedule of charges for services issued by AWH and as revised by AWH from time to time.

“Business Day” means an entire business day commencing from immediately after 12 midnight on the preceding day and continuing until 12 midnight of that business day.

“Wool Buyer” means any person contracting for the purchase of the Vendor’s Wool.

"Clause" means a clause within Parts II and III of the General and Special Conditions of Contract where it appears.

“Customer” means the party with whom this Contract is made.

“External Wooldump” means a wooldump other than an AWH wooldump.

“FAWO” means the Federation of Australian Wool Organisations.

“Force Majeure Event” means any occurrence or omission as a result of which the party relying on it is prevented from or delayed in performing any of its obligations under this Contract and that is beyond the reasonable control of that party.

“General Conditions” means General Conditions of Contract.

"Goods" means the item accepted by AWH together with any container, packaging or pallet(s) supplied by or on behalf of the Customer.

“GST Exclusive” means the consideration excludes provision for any GST payable.

"GST Law" means the same as in the A New Tax System (Goods and Services Tax) Act 1999.

"GST Rate" means the rate of GST under the GST Law.

"Invoice" means the tax invoice under the GST Law.

"Services" mean the whole of the operations undertaken by AWH in respect of the Goods , including but not limited to the sale, storage, handling, wooldumping, packing, unpacking, delivery and carriage of the Goods.

"Special Conditions" means Special Conditions of Contract.

"Subcontractor" includes any other person who pursuant to a contract or arrangement with any other person (whether or not AWH) provides or agrees to provide the Services or any part of the Services.

"Supply" means the same as in the GST Law.

"Taxable Supply" means any Supply under these General and Special Conditions of Contract in respect of which AWH is or may become liable to pay GST.

"Vendor" means the owner of the Wool offered for sale.

## II. GENERAL CONDITIONS OF CONTRACT

1. AWH is not a common carrier and accepts no liability as such. AWH reserves the right to accept or refuse the provision of Services in respect of the Goods at its sole discretion. All Services are provided by AWH subject only to these General Conditions which prevail at all times. In the event of and to the extent of any inconsistency between these General Conditions and the conditions which are incorporated into any transport document issued by AWH, these General Conditions prevail. In the event of and to the extent of any inconsistency between the General Conditions and the Special Conditions, the General Conditions prevail.
2. The Customer warrants that it is either the owner or the authorised agent of the person or persons owning or having any interest in the Goods or any part of the Goods and enters into this Contract on its own behalf or as authorised agent of that person or those persons.
3. The Customer, other than a Wool Buyer, warrants that it has complied with all laws and regulations relating to the nature, condition, sale, storage, handling, wooldumping, packing, unpacking and carriage of the Goods and that the Goods are packed to withstand the ordinary risks of storage, handling, wooldumping, packing, unpacking and carriage, having regard to its nature and indemnifies AWH for all liability and for all costs incurred as a result of or arising out of a breach of this warranty. Further, the Customer shall provide to AWH all such assistance, information and documentation that may be necessary to enable AWH to comply with such laws and regulations.
4. The Customer, other than a Wool Buyer, shall not tender for the provision of Services by AWH any Goods without presenting to AWH a full description of the Goods.
5. If, in the opinion of AWH, any product stored by AWH is or is liable to become of a dangerous, inflammable, explosive, volatile, offensive or a damaging nature, it may at any time be destroyed, disposed of or abandoned or rendered harmless by AWH without compensation to and at the cost of the Customer.
6. The Customer authorises AWH and any Subcontractor to subcontract on any terms the whole or part of the provision of the Services.
7. The Customer authorises any deviation from the usual manner in which the Services are provided which may, following notification to the Customer by AWH, be deemed reasonable or necessary in the circumstances.
8. If the Customer expressly or impliedly instructs AWH to use or it is expressly or impliedly agreed that AWH shall use a particular method of providing the Services, AWH shall give priority to that method but its adoption remains at the sole discretion of AWH and the Customer authorises AWH to provide the Services by another method.
9. Insurance shall not be arranged by AWH in connection with the Goods.

10. The charges of AWH, other than daily storage charges, shall be considered earned as soon as the Goods are delivered to AWH. AWH may charge by weight, measurement or value and may at any time reweigh, remeasure or revalue or require the Goods to be reweighed, remeasured or revalued and charge proportional additional charges accordingly. The Customer is and remains responsible to AWH for all its proper charges.
11. AWH shall have a lien on the Goods and any documents relating to the Goods and/or any other Goods of the Customer in the possession or control of AWH and any documents relating to those other goods for all sums payable by the Customer to AWH for that purpose and shall have the right to sell such Goods by public auction or private treaty. AWH shall be entitled to retain the sums due to it, in addition to the charges incurred in detention and sale of such Wool or Goods, from the proceeds of sale and shall render any surplus to the entitled person.
12. Every special instruction to the effect that charges shall be paid by a person other than the Customer shall be deemed to include a stipulation that if that nominated person does not pay those charges within seven (7) days of a request from AWH so to do, then the Customer shall pay those charges to AWH within seven (7) days of being notified of that person's failure to pay.
13. AWH shall not be bound by any agreement purporting to waive or vary these General Conditions unless such agreement to so waive or vary shall be in writing and signed by an executive officer of AWH.
14. Any claim for loss or damage must be notified in writing to AWH within ninety (90) days of delivery of the provision of Services in respect of the Goods or of the date upon which the Services should have been provided.
15. In any event AWH shall be discharged from all liability whatsoever in connection with the provision of the Services and/or the Goods unless suit is brought and notice given within twelve (12) months of the provision of the Services or when the Services should have been provided.
16. All the rights, immunities and limitations of liability in these General Conditions shall continue to have their full force and effect in all circumstances and notwithstanding any breach of this Contract or of these General Conditions by AWH or any other person entitled to the benefit of such provisions.
17. It is agreed that if any provision or any part of any provision of these General Conditions is unenforceable such unenforceability shall not affect any other provision or any other part of such provision.
18. Notwithstanding anything herein contained AWH shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 as amended if and to the extent that that Act is applicable to this Contract and prevents the exclusion, restriction and modification of such warranty.
19. These General Conditions shall be governed by and construed in accordance with the laws of the State or Territory in which this Contract was made.

20. This Clause 20 applies if AWH is or may become liable to pay GST in relation to any Supply under the General and Special Conditions of Contract.
  - 20.1 Unless otherwise stated, all charges quoted are exclusive of GST. In addition to such charges, the Customer must pay GST on the Taxable Supply to AWH of an amount equal to the GST exclusive consideration multiplied by the GST Rate. GST shall be payable by the Customer without any deduction or set off for any other amount at the same time as the GST exclusive consideration is payable. In all other respects, GST shall be payable by the Customer to AWH upon the same basis as the GST exclusive consideration is payable by the Customer under the General and Special Conditions of Contract.
  - 20.2 AWH must issue an Invoice or Invoices to the Customer for the amount of GST referable to the Taxable Supply. AWH must include in any such Invoice such particulars as are required by the GST Law in order that the Customer may obtain an input tax credit for the amount of GST payable on the Taxable Supply.
  - 20.3 If any part of the consideration is referable to both a Taxable Supply and anything that is not a Taxable Supply, the amount of GST payable by the Customer shall be determined by AWH and shall be the same amount of GST that would be payable if the Taxable Supply were the only Supply made to the Customer.
  - 20.4 If the Customer makes default in the payment on the due date of any amount payable pursuant to this Clause 20 then, without prejudice to any other remedies of AWH, the Customer shall pay to AWH upon demand an amount equal to the amount of any damages or interest or additional GST that may become payable by AWH arising out of the default of the Customer.
21. Neither party shall be liable for any delay or failure to perform its obligations under this Contract if such delay is due to a Force Majeure Event.
22. If a delay or failure of a party to perform its obligations is caused or anticipated due to a Force Majeure Event, the performance of that party's obligations shall be suspended.
23. If a delay or failure by a party to perform its obligations due to a Force Majeure Event exceeds thirty (30) days, either party may immediately terminate this Contract on providing notice in writing to the other party.
24. Notwithstanding the above, if a Force Majeure Event prevents delivery, the Customer shall remain liable for storage charges (and the GST applicable thereon) for the period of the Force Majeure Event.
25. Resolution of Disputes.
  - 25.1 Each of the following steps must be taken as a condition precedent to any party commencing or maintaining a cause of action in any court,

tribunal or other forum with respect to any dispute whether technical or non-technical arising between the parties in connection with this Contract.

- 25.2 One party shall identify the nature of such dispute by written notice to the other party.
- 25.3 Within seven (7) days of service of such notice, each party shall nominate in writing to the other party an employee authorised to settle such dispute on its behalf.
- 25.4 Within twenty-one (21) days of each party nominating an employee authorised to settle such dispute on its behalf, each party's nominee shall use best endeavours to resolve such dispute.
- 25.5 Any technical dispute arising in connection with this Contract which cannot be settled by mediation shall be submitted to arbitration in accordance with the AWEX Rules of Arbitration.
- 25.6 Any non-technical dispute arising in connection with this Contract which cannot be settled by mediation shall be submitted to the non-exclusive jurisdiction of the courts of the State or Territory in which this Contract was made.
- 25.7 Nothing in this Clause 25 shall prevent a party from seeking urgent equitable relief before an appropriate court.

III. SPECIAL CONDITIONS OF CONTRACT - Wool

**A. MISCELLANEOUS**

1. **Customer as Vendor and as Wool Buyer**

1.1 The Customer as Vendor agrees to sell and the Customer as Wool Buyer agrees to purchase the Wool subject to the General and Special Conditions of Contract.

2. **Agency**

2.1 The Customer as Vendor appoints AWH as its agent for the purpose of selling its Wool subject to these Special Conditions.

2.2 The Customer as Vendor and the Customer as Wool Buyer each appoint AWH in relation to their respective interests as their agent for the storage, handling and delivery of the Wool.

3. **AWEX Rules**

The AWEX Rules for the time being in force shall apply except insofar as they are inconsistent with the General and Special Conditions of Contract in which case the General and Special Conditions of Contract shall prevail.

## B. SALE OF WOOL

### 4. Lot Description

- 4.1 AWEX ID is included in sale catalogues as an aid to the efficient marketing of Wool and is not intended to replace physical inspection of display samples.
- 4.2 AWH shall incur no liability for any catalogue misdescription.

### 5. Bidding

- 5.1 A bid by a Wool Buyer shall constitute acceptance of the General and Special Conditions of Contract.
- 5.2 The Vendor may set a reserve price for each lot offered by the Vendor and the Vendor may bid up to a reserve price.
- 5.3 Bidding shall be conducted on a GST exclusive basis.
- 5.4 The Vendor reserves the right of one bid and of refusing any bid without giving any reason therefore and subject thereto the highest bidder shall be the Wool Buyer.
- 5.5 Bidding shall advance by a minimum of 1¢ per kg.
- 5.6
  - (a) The auctioneer shall announce the lot number before bidding commences on a lot. Audible bids of not less than 1¢ shall be accepted. When bidding has ceased the auctioneer shall, before the fall of the hammer, announce the (GST exclusive) price, the lot number and the Wool Buyer or the highest bidder in the case of the lot being passed-in. Any bid given on the next lot before the fall of the hammer on the previous lot and/or a bid made before a lot is put up by the auctioneer shall be invalid.
  - (b) In the event of a Wool Buyer requesting a lot, which the Wool Buyer has bought in error, to be re-submitted in the sale room and provided that no more than ten (10) of the succeeding lots has been dealt with, the Wool Buyer shall be released of their purchase and the lot shall be immediately re-offered. Should the Wool Buyer still be interested in the lot, the Wool Buyer shall state their top (GST exclusive) price and under no circumstances shall they be permitted to re-enter the bidding if the (GST exclusive) price is exceeded.
  - (c) Further, any other Wool Buyer in the sale room may claim the lot at the (GST exclusive) price stated by the Wool Buyer when the lot is re-submitted subject to the requirements of Clause 5.4.
  - (d) In the event of a serious dispute arising in the sale room with regard to a disputed bid a dissatisfied Wool Buyer may, after the auctioneer has given a decision, request the auctioneer to submit the question to the room for immediate decision by a show of hands and the

auctioneer may do so. If the auctioneer neglects or refuses to do so the bidder may appeal to the sale room sheriff who may put the question to the room for immediate decision by show of hands.

- (e) The auctioneer may request a sold lot to be passed-in or a passed-in lot sold, provided that not more than ten (10) of the succeeding lots in the catalogue have been dealt with.
- 5.7 (a) No Wool Buyer shall be allowed to claim a lot in the sale room at the (GST exclusive) reserve price declared by the auctioneer unless the last bidder has refused to advance.
- (b) (i) The last bidder shall have up to one (1) Business Day following the day of sale to negotiate on a lot, or to declare to the broker their willingness to forego their option. In the meantime, no other Wool Buyer shall be allowed to claim the lot at the (GST exclusive) reserve price declared by AWH.
  - (ii) The option period shall terminate at 5.00pm on the first Business Day following the day of sale provided that all options shall in any event terminate at 3.00pm on Friday of the sale week.

## 6. **Property and Risk**

- 6.1 Property and risk in the Wool sold by physical auction shall pass to the Wool Buyer on the fall of the hammer.
- 6.2 Property and risk in the Wool sold by electronic change of ownership sale shall pass to the Wool Buyer upon notification to the Wool Buyer of the successful bid.

## 7. **Transfers**

- 7.1 Invoicing transfer instructions shall be lodged in the boxes provided up to one (1) hour after termination of selling of AWH's catalogue on the day, after which time they shall be collected by AWH's staff and the boxes sealed. If the transferee of any lot(s) does not pay in full for any such lot(s) on or before the payment date then the original Wool Buyer shall be liable to AWH for payment thereof and any associated charges.

## 8. **Payment Date**

- 8.1 The payment date shall be the date of expiry of the period of nine (9) days (subject to Clause 8.2) from and including the Thursday of the week in which an auction sale series occurs.
- 8.2 Where the payment date falls on a public or bank holiday in the State or Territory in which payment is to be received by AWH then the period shall be extended so that the payment date shall be the next Business Day in that State or Territory following that public or bank holiday.

9. **Payment**

- 9.1 The Wool Buyer shall pay the invoiced amount (including the GST applicable thereon) in full in cash, by bank cheque, by cleared cheque or by cleared electronic or telegraphic transfer.
- 9.2 All payments shall be made to the Account.
- 9.3 When multi-payments or part-payments are to be made, a complete payment summary listing sale number, lot numbers and number of bales must be advised to AWH by email or facsimile prior to bank closing time on the payment date.
- 9.4 AWH shall clear the Account for payments at 8.30am on each Business Day. Payments shown as credited to the Account at the time of that clearance shall be deemed to have been received on the day of that clearance. Funds credited to the Account after 8.30am on a Business Day shall be deemed to have been received on the next Business Day.
- 9.5 Wool Buyers remitting payments by electronic or telegraphic transfer shall forward full particulars by email or facsimile to AWH.
- 9.6 If AWH accepts a Wool Buyer's cheque in lieu of cash, bank cheque, electronic or telegraphic transfer, the acceptance of such Wool Buyer's cheque shall not constitute payment entitling the Wool Buyer to delivery of the Wool, until such time as the bank has notified AWH that the cheque has been cleared. Such notifications of the clearance shall be made at the expense of the Wool Buyer.

10. **Deposit**

- 10.1 The Wool Buyer, if required at any time during or after the sale, shall deposit with AWH 25% of the estimated value of their purchases (and the GST applicable thereon) and sign a copy of the General and Special Conditions of Contract.
- 10.2 Should the Wool Buyer fail to pay the deposit in full as required, AWH may immediately cancel the sale.
- 10.3 AWH shall not in any case be responsible for any loss or damage occasioned through such deposit not having been required.

11. **Late Payment**

- 11.1 AWH shall notify any defaulting Wool Buyer, or the original Wool Buyer if the lot has been transferred, of any late payment.
- 11.2 Interest shall accrue on late payments for Wool purchases (and the GST applicable thereon) and all other charges and industry levies (and the GST applicable thereon) at the late payment interest rate specified in the AWH Schedule of Service Charges.

11.3 If any lot or lots remain unpaid after the payment date the before mentioned deposit (refer Clause 10), if made, shall be absolutely forfeited and AWH shall be at liberty to resell such lot or lots either by auction or private treaty with or without notice to the Wool Buyer. The Wool Buyer shall also be liable for the amount (if any) by which the total of any deficiency in price and all other damages (including interest, survey fees, insurance, GST and all other charges that may accrue on the resale thereof to AWH and the Vendor) exceeds the amount of any deposit paid and forfeited.

12. **Early Payment**

12.1 AWH shall allow the Wool Buyer a discount in accordance with the AWH Schedule of Service Charges for payments in advance of the payment date.

13. **Insurance**

13.1 The Vendor and the Wool Buyer shall be responsible for the insurance of their respective interests in connection with the Wool.

14. **Misdescription and Substantial Divergence**

14.1 AWH as agent for the Vendor shall accept and settle or reject claims for misdescription, substantial divergence and difference of weights. In the event of any dispute between AWH and a Wool Buyer, the dispute shall be dealt with in accordance with Clause 25 of the General Conditions.

14.2 AWH shall not action any requests from Wool Buyers to alter bale descriptions.

15. **Sample and Bulk Inspection**

15.1 Display samples shall be available in the storage boxes until midday on the Business Day following the day of sale of a lot after which time they may be removed.

15.2 (i) Until 12.00 midday on the Friday of the sale week AWH shall give every reasonable facility to the Wool Buyer to examine the bulk bales at the Wool Buyer's cost as specified in the AWH Schedule of Service Charges.

(ii) With sale by sample wool, the bale shall be opened in the presence of the Wool Buyer, test house and AWH's representative. Notwithstanding Clause 25 of the General Conditions, if the Wool Buyer and AWH's representative cannot reach agreement that the sample or the display bale is representative of the bulk, the matter shall be referred to AWEX whose decision shall be final.

(iii) Where a dispute as referred in Clause 15.2(ii) has arisen after delivery, the dispute shall be dealt with in accordance with Clause 25 of the General Conditions.

16. **Charges**

- 16.1 Charges to be paid by the Wool Buyer for services provided by AWH shall be those charges (and the GST applicable thereon) specified in the AWH Schedule of Service Charges.
- 16.2 The Wool Buyer shall pay AWH's fees (and the GST applicable thereon) as determined by AWH from time to time for any service not specified in the AWH Schedule of Service Charges which is carried out by AWH at the request of the Wool Buyer.
- 16.3 If the Wool Buyer offers Wool for resale the pre-sale charges to apply shall be those specified in the AWH Schedule of Service Charges.

17. **Re-offering Wool**

- 17.1 When notice is given to AWH to re-offer undelivered Wool and it is re-offered in the next available sale in the centre where it is warehoused, or in an earlier sale by separation if the Wool Buyer so instructs, charges shall apply as advised by AWH.
- 17.2 When re-offered Wool is not sold in the next available sale, storage charges (and the GST applicable thereon) shall accrue from the date of expiration of the free storage period of original purchase to the date of delivery, or otherwise date of receipt by AWH of a new request to re-offer.
- 17.3 When Wool is re-sold without leaving the store, a refund of the rebatable portion of the delivery charge (and the GST applicable thereon) shall be made to the Wool Buyer on whose account the re-sale is made but all other charges including industry levies (and the GST applicable thereon) as detailed in the AWH Schedule of Service Charges or as otherwise advised shall apply.
- 17.4 When AWH is requested by a Wool Buyer to retain a display sample and the Wool is not re-offered a sample storage fee (and the GST applicable thereon) may apply.

18. **Vendor Payments**

- 18.1 AWH shall not be required to account to the Vendor for the sale price of the Wool sold;
  - (a) until the payment date, or
  - (b) until AWH shall have received payment for the invoiced amount in full free from any right on the part of the Wool Buyer,whichever is the later date.

## **C. STORAGE, HANDLING AND DELIVERY**

### **19. Delivery Requirements**

AWH shall not deliver the Wool in accordance with Clauses 20 and 21 unless and until the requirements specified in Clause 9 (relating to payment) and Clause 20 (relating to wool delivery orders and notices) have been satisfied.

### **20. Wool Delivery Orders received by AWH Wooldumps or AWH Source Stores**

This Clause details the requirements which must be satisfied prior to delivery of Wool where wool delivery orders are received either by an AWH wooldump or an AWH source store.

#### **20.1 Wool delivery orders transmitted electronically to AWH wooldump (where AWH is to dump the Wool)**

- (a) Wool delivery orders shall be transmitted electronically by the Wool Buyer to the electronic mailbox of the AWH wooldump nominated to do the dumping.
- (b) AWH wooldumps shall clear wool delivery orders from electronic mailboxes by 12 midday on each Business Day. Wool delivery orders received at or prior to that clearance shall be deemed to have been received on that day.
- (c) Wool delivery orders received after 12 midday on a Business Day shall be deemed to have been received on the next Business Day.
- (d) AWH shall re-transmit the relevant components of a wool delivery order to the source stores from which delivery is required by 2.30pm on the date of deemed receipt of a wool delivery order.
- (e) The deemed date of receipt by an AWH wooldump of a wool delivery order containing errors or omissions may be deferred by AWH until those errors or omissions have been remedied.
- (f) A wool delivery order cannot be varied. The original wool delivery order must be withdrawn, amended and re-transmitted as a new wool delivery order.

#### **20.2 Wool delivery orders received by AWH source stores (where AWH is not to dump the Wool)**

- (a) Wool delivery orders shall be transmitted electronically by the Wool Buyer or its agent to the electronic mailbox of the AWH source store where the Wool is located.
- (b) AWH source stores shall clear their electronic mailboxes for wool delivery orders by 3.00pm on each Business Day. Wool delivery orders received at or prior to that clearance shall be deemed to have been received on that day.

- (c) A wool delivery order received after 3.00pm on a Business Day shall be deemed to have been received on the next Business Day.
- (d) The deemed date of receipt by AWH of a wool delivery order containing errors or omissions may be deferred by AWH until those errors or omissions have been remedied.
- (e) A wool delivery order cannot be varied. The original wool delivery order must be withdrawn, amended and re-transmitted as a new wool delivery order.

### 20.3 Delivery Notice (Programming Wool)

- (a) AWH shall forward a delivery notice to the source store from which delivery is required.
- (b) The delivery notice shall set out the period during which delivery is required.
- (c) Where Wool is delivered to an AWH wooldump prior to the commencement of the delivery period specified by AWH, then AWH may choose not to receive the Wool into store or may accept the Wool and charge storage as specified in the AWH Schedule of Service Charges.

## 21. **Delivery from AWH Stores**

This Clause relates to delivery of Wool from AWH source stores.

### 21.1 Delivery of Wool where AWH arranges carriage (including delivery of Wool to AWH wooldumps)

- (a) AWH shall not deliver the Wool out of an AWH store unless and until the requirements specified in Clause 9 (relating to payment) and Clause 20 (relating to wool delivery orders and notices) have been satisfied.
- (b) AWH shall take all reasonable steps to deliver within the required delivery period referred to in Clause 20.3(b), subject to the requirements specified in Clause 21.1(c) having been satisfied.
- (c) AWH shall not deliver for at least one (1) Business Day from the time when the requirements specified in Clause 9 (relating to payment) and Clause 20 (relating to wool delivery orders and notices) have been satisfied.

### 21.2 Delivery of Wool where the Wool Buyer arranges carriage (including delivery to local processors)

- (a) AWH shall not deliver the Wool out of an AWH store unless and until the requirements specified in Clause 9 (relating to payment) and Clause 20 (relating to wool delivery order and notices) have been

satisfied and notification by the Wool Buyer's nominated carrier has been given in accordance with Clause 21.2 (b).

- (b) Notification by the Wool Buyer's nominated carrier of intended collection shall be forwarded by fax to the AWH source store from which delivery is required.
- (c) AWH shall not deliver to the Wool Buyer's nominated carrier for at least one (1) Business Day from the time when the requirements specified in Clause 9 (relating to payment) and Clause 20 (relating to wool delivery order and notices) have been satisfied and notification by the Wool Buyer's nominated carrier has been given in accordance with Clause 21.2(b).
- (d) Should the Wool Buyer's nominated carrier fail to collect the Wool at the agreed time on the agreed day then AWH may require that a fresh notification of intended collection be given by such carrier in which case Clause 21.2 (c) shall again apply.

### 21.3 General

- (a) Delivery shall in every instance be deemed to take place at the moment when the Wool shall leave the store door and as from that moment the full possession, custody and control of the Wool and all responsibility for it shall be that of the Wool Buyer or his transferee.
- (b) In the case of Wool being delivered to an External Wooldump or any location other than an AWH wooldump or AWH store, AWH shall issue a transport document recording the time and date of completion of loading and AWH shall not be responsible for any delay caused by any carrier, External Wooldump or any other party.
- (c) Delivery given to any carrier purporting to receive Wool on behalf of the Wool Buyer under a wool delivery order of apparent validity shall constitute valid delivery to the Wool Buyer. Determination of the apparent validity of a wool delivery order shall be at the sole discretion of AWH.

## 22. **Mislaid Wool**

- 22.1 If Wool is not delivered in accordance with the General and Special Conditions of Contract due to the Wool having been mislaid, the Wool Buyer shall be entitled to cancel the lot and to a cash settlement (based on a valuation by AWEX of the type of wool that has been mislaid).
- 22.2 A cancellation fee, at the rate specified in the AWH Schedule of Service Charges, and interest, at the ruling payment discount rate specified in the AWH Schedule of Service Charges, shall also be paid to the Wool Buyer.
- 22.3 All monies payable in accordance with Clauses 22.1 and 22.2 shall be paid within seven (7) days of same falling due.

23. **Complete Lots**

23.1 Delivery shall be by complete lots only.

24. **Freight Expenses**

24.1 The Wool Buyer shall bear the expense of AWH carrying the Wool from the AWH store indicated in the sale catalogue to any designated location as specified in the AWH Schedule of Service Charges.

24.2 The Wool Buyer may take delivery of Wool at the AWH store specified in the sale catalogue, and shall be entitled to a freight rebate as specified in the AWH Schedule of Service Charges.