1. ACCEPTANCE OF THIS PURCHASE AGREEMENT: REJECTION OF CONFLICTING TERMS AND CONDITIONS

(a) This Purchase Agreement includes any terms or conditions that are inconsistent with such terms or conditions of Buyer (including, without limitation, Buyer’s purchase order, application, or other document) with respect to the delivery, installation, and/or payment for the Product sold by Seller. Buyer may not place an order for Tile, Boral Steel, Inspire, Boral EnviroPro™ or other Product sold by Seller if Buyer has any terms or conditions inconsistent with the terms and conditions of this Purchase Agreement, such terms or conditions being void and of no effect. Buyer’s acceptance of delivery of all or any part of any order hereunder shall constitute acceptance of these terms and conditions. Seller may offer to provide Buyer with a revised quotation, subject to these terms and conditions.

(b) Buyer may not include in any order any terms or conditions (other than those set forth herein) inconsistent with these terms and conditions, and Seller will not be bound by any such inconsistent terms or conditions. The terms and conditions of this Purchase Agreement will control regardless of whether any additional, inconsistent or conflicting terms or conditions are included on any purchase order, or otherwise presented by Buyer.

(c) Seller shall be liable only for that which is subject to these Terms and Conditions. Seller shall not be liable for or otherwise be responsible for any liabilities, claims, suits, damages, judgments, costs, expenses, or losses of any kind suffered by Buyer as a result of any other or inconsistent terms or conditions.

2. DELIVERY

(a) Seller shall deliver all or any part of the Product ordered by Buyer in accordance with the terms and conditions of this Purchase Agreement. Seller shall make reasonable efforts to deliver the Product in accordance with Buyer’s delivery request, but Seller shall not be liable for any delay in shipment or delivery caused by factors beyond Seller’s control. Seller has the right to make substitutions of like kind and quality if substitutions are made in good faith and at no extra cost to Buyer.

(b) Seller shall be entitled to delay shipment of all or any part of the Product because of any hold or delay in transportation, shipment, or delivery caused by causes beyond Seller’s control, including, but not limited to, weather, civil or industrial action, strikes, stoppages, fire, flood, or other causes beyond Seller’s control.

(c) Seller shall not be liable for any delay in the production or delivery of any products due to any circumstances beyond its reasonable control, including, but not limited to, force majeure events such as acts of God, labor disputes, strikes, and other causes beyond Seller’s control.

3. PAYMENT AND TERMINATION

(a) All sales pursuant to this Purchase Agreement shall be subject to the credit approval by the Seller. Seller reserves the right to require Buyer to provide a security interest in the Product or to require Buyer to pay a deposit in an amount as determined by Seller, including, without limitation, a deposit on the Product sold to Buyer as security for the performance of Buyer’s payment obligations. This security interest shall be transferable to any successor in title of Buyer.

(b) Seller may, at its discretion, elect to defer further shipments or, without waiving any of Seller’s rights or remedies, to cancel the order and retain any deposit paid by Buyer and dispose of the Product as Seller sees fit.

(c) Seller’s payment terms are due for Tile, Boral Steel, Inspire, Boral EnviroPro™ or Product furnished hereunder. All Tile, Boral Steel, Inspire, Boral EnviroPro™ or other Product ordered hereunder shall be invoiced. Payment terms are as invoiced and will be paid in accordance with the terms and conditions of this Purchase Agreement. All invoices shall be paid by the due date indicated on the invoice, or as otherwise agreed to in writing by Buyer and Seller. Failure to pay any invoices by the due date shall result in interest charges at the rate of 1% per month from the due date until paid. Failure to pay any invoices after the due date shall result in the termination of this Purchase Agreement and the Seller’s right to cancellation of any unfilled part of this Purchase Agreement.

(d) Seller may, at its option, require Buyer to deposit the balance due for all or any part of the Product or to provide a financial guarantee acceptable to Seller, including, without limitation, a letter of credit or a bond, as security for the performance of Buyer’s payment obligations.

(e) All Sales Taxes. Seller shall not be liable for any delay in the production, delivery, or performance of any Products due to any circumstances beyond its reasonable control, including, but not limited to, weather, civil or industrial action, strikes, stoppages, fire, flood, or other causes beyond Seller’s control, and Seller shall not be responsible for any delay in the production, delivery, or performance of any Products due to the fault or negligence of any third party, including, without limitation, subcontractors, suppliers, or other entities who perform any work for or on behalf of Seller.

(f) Notice of Default. Seller shall give Buyer written notice of any alleged breach of warranty or any other alleged default by Seller or any of its agents, representatives, or contractors. Such notice shall be given within the time period specified in this Purchase Agreement, and Buyer shall have an opportunity to cure any alleged default before Seller may cancel the order or any part thereof. Such notice shall include a description of the alleged default and Seller’s demand for the cure of the alleged default.

应确保自然语言事实检查器一致地处理如下内容。

1. A customer places an order for a particular product. The customer specifies delivery instructions, such as “please deliver by 3 PM.”

2. The supplier agrees to deliver the product by 3 PM, but due to unforeseen circumstances, the delivery is delayed by 2 hours.

3. The customer contacts the supplier about the delay. The supplier apologizes for the delay and offers a discount on future orders.

4. The customer accepts the discount and requests that future deliveries be completed by 3 PM.

5. The supplier agrees to implement the new delivery time and provides an update on the current order status.

1. Seller’s obligations: Seller is responsible for delivering the product to the customer by 3 PM. In case of delays, Seller must notify the customer and offer a solution, such as a discount on future orders.

2. Customer’s obligations: The customer is responsible for accepting the supplier’s offer and adjusting future delivery expectations accordingly.

3. Future orders: Both parties should agree on new delivery times and protocols for future orders.

4. Communication: Regular updates should be provided to ensure that both parties are informed about the delivery status.

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