

AUSTRALIA ON A PLATE PTY LIMITED

(ACN 068 922 076)

TERMS AND CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 Unless the context otherwise requires, the following terms shall have the meanings respectively ascribed to them.

The "**Customer**" shall mean the customer named in the Account Application Form or referred to in other relevant documents and shall, unless the context otherwise requires, include its employees and agents.

The "**Company**" shall mean AUSTRALIA ON A PLATE PTY LIMITED and shall unless the context otherwise requires, include its employees and agents.

The "**Goods**" shall mean any goods, products or services offered for sale by the Company.

2. ORDERS

- 2.1 Customers may place orders verbally or in writing.
- 2.2 AOAP reserves the right at all times to refuse to accept any order from the Customer without giving reasons.
- 2.3 Once an order is placed by the Customer and accepted by the Company, if the Customer thereafter wishes to cancel or vary the order, the Customer may be liable for costs, if any, incurred by the Company up to that point in time.
- 2.4 Goods sourced either locally or overseas, specifically to fulfil an order may not be cancelled or varied unless agreed by the Company.
- 2.5 All cancellations or variations must be in writing.

3. TERMS

- 3.1 Terms of payment are on delivery of the goods.
- 3.2 Where the Company agrees to grant the Customer credit, the terms of payment are strictly seven (7) days calculated from the date of the invoice, unless otherwise agreed in writing.

4. DELIVERY AND RISK

- 4.1 Delivery of goods shall be effected by the Company to the Customer subject to availability, and without any liability on behalf of the Company for any delays.
- 4.2 Once the goods have been delivered by the Company to the site of the Customer, all risk in and to the goods shall pass to the Customer.

5. PAYMENT

- 5.1 Payment is only received by AOAP when it receives cash or when the proceeds of other methods of payment are credited and cleared to AOAPS bank account.
- 5.2 The Customer acknowledges that the Company may impose a \$15 charge for returned cheques.

6. CLAIMS

- 6.1 All claims for any damage and/or defect in the goods purchased by the Customer must be made to the Company in writing within 48 hours of delivery of the goods otherwise the goods are deemed to be received in good order and condition.

7. DISPUTED CHARGES

- 7.1 If a Customer in good faith disputes any invoiced charges, the customer may withhold the disputed amount, but only if on or before payment due date;
- 7.1.1 The undisputed amount is paid in full, and
- 7.1.2 Notice in writing of the dispute is given to the Company, setting out details of the amount disputed, the reasons for the dispute, and the basis for calculating the disputed amount.
- 7.2 The Company will investigate all disputes.
- 7.3 If the amount is found to be payable (in whole or in part), then the Customer must pay that amount within 7 days of receiving notice and the basis of the decision.
- 7.4 Invoiced charges that are not disputed in good faith within 60 days of the date of an invoice will be deemed to be correct.

8. PRICE

- 8.1 The Customer shall not be entitled to make any deduction in respect of the prices agreed to by the Company relating to any set-off or counter-claim by the Customer against the Company

9. OVERDUE ACCOUNTS

- 9.1 Any amount overdue for payment (subject to Claims and Disputed Charges) will bear interest at the rate of 1.5% per month from the date it becomes overdue until paid.

10. CREDIT ASPECTS

- 10.1 Where the Company agrees to grant the Customer credit;
- 10.1.1 The Customer consents to the Company obtaining at any time a credit report from a credit reporting agency and/or the Customer's trade references.
- 10.1.2 If an unfavourable report is obtained, the Company reserves the right to:
- 10.1.2.1 Request Security or increase the amount of Security, or
- 10.1.2.2 Impose a credit limit.
- 10.1.3 Any Security must be provided in a form acceptable to the Company within seven days of the date of notice requiring such Security.
- 10.1.4 A credit reporting agency may be advised of payment defaults.

11. CREDIT CARD PAYMENTS

- 11.1 The Customer acknowledges that the Company may impose a charge for accepting payments by credit card.

12. RETENTION OF TITLE

- 12.1 Possession of the goods shall pass to the Customer at the time of delivery.
- 12.2 Notwithstanding the above, title and ownership of the goods shall only pass to the Customer when the Customer has paid the Company all that is owing to the Company in respect of the goods.
- 12.3 Until such payment is made, the Customer holds the goods as bailee for and on behalf of the Company.
- 12.4 If the Customer fails to pay for the goods on time, such event shall entitle the Company, its servants or agents to retake possession of the goods and for that purpose the Company shall be entitled to enter upon the Customer's premises without being liable for trespass.
- 12.5 The Customer shall nevertheless be liable for any and all amounts still due to the Company by the Customer less the value of the goods that the Company attributes to the goods at the time of such repossession.
- 12.6 The Company's determination of the value of the goods at that time shall be prima facie evidence of the fair market value of the goods at that time.

13. RECOVERY

- 13.1 Should it become necessary for the Company to institute legal action for recovery of any amounts due to it by the Customer, then the Customer specifically acknowledges and agrees that it shall be liable to the Company for all legal costs incurred by the Company on a solicitor and own client scale.

14. GENERAL

- 14.1 The Terms and Conditions of Trade may not be altered without our consent. Any alterations must be clearly marked and agreed to.
- 14.2 Non-adherence by the Customer to any of the terms set out above does not in any way constitute an acceptance by the Company or a waiver of the Company's rights.
- 14.3 These standard Terms and Conditions of Trade will be interpreted according to the laws of New South Wales and the courts having such jurisdiction in New South Wales.
- 14.4 If any provision of the Terms and Conditions of Trade shall at any time become void, voidable or unenforceable, the remaining provisions shall nevertheless continue to be of full force and effect.
- 14.5 The Company shall not be liable for any loss of time, inconvenience, commercial loss, or incidental or consequential damages.