



## Terms & Conditions

### 1. ACCOUNT TERMS

- 1.1. The Supplier may in its absolute discretion refuse the customer credit facilities or suspend or discontinue the supply of goods and services to the customer at any time without any obligation to provide to the customer or the customer guarantors, a reason for such action.
- 1.2. All goods or services delivered to the Customer by the Supplier must be paid for in full by the Customer by the negotiated terms as stipulated in the Applicant's credit approval letter or other correspondence relevant to payment terms posted to the Customer from time to time. ("The Due Date").
- 1.3. The customer agrees to notify the supplier in writing within 7 days of receiving the goods or services of any price or discount it deems incorrect or in dispute. Non-payment of any amount or any claim against the supplier not in accordance with clause 1.3 will be rejected and will be subject to clause 1.4.
- 1.4. The Applicant agrees that if it does not pay any amount to the Supplier by/on the due date for payment (*in accordance with 2.1*) then the Applicant may be charged for any additional expenses incurred in recovering any outstanding monies, including debt collection agency fees and solicitor's costs.
- 1.5. The Supplier reserves the right to withdraw/cancel all discounts and/or rebates granted or provided through promotional campaigns if payment is not received from the customer within the agreed terms.
- 1.6. The Supplier reserves the right to offset any amount due by the Applicant against any amount payable by the Supplier to the Applicant following the month of supply.
- 1.7. In the event of this application being successful, a fixed credit limit will be determined by the Supplier, should the account balance exceed the limit the Supplier reserves the right to withhold the supply of products without notice.
- 1.8. Where the applicant pays by cheque they agree to pay a dishonor fee of \$55.00 for any returned/dishonored cheques.
- 1.9. The Customer and/or the Customer's guarantors shall pay to the Supplier any and all of the Supplier's expenses including but not limited to any legal costs (on an indemnity basis), stamp duties and other expenses payable under these terms and conditions together with any collection costs or dishonoured cheque fees incurred in connection with the enforcement of, or the preservation of any rights under these terms and conditions. Such costs, duties and other expenses may be recovered as a liquidated debt.
- 1.10. The Supplier may in its absolute discretion vary these terms and conditions by a notice of variation in writing to the Customer. The Customer agrees that the purchase of any goods or services after the date of a notice of variation will be deemed to be an acceptance of such varied terms and conditions by the Customer.
- 1.11. Should there be any variation to any of the information supplied by the Customer to the Supplier in the credit account application or in the structure or nature of the Customer's business (such as a conversion to or from a Company or trust) the Customer shall notify the Supplier in writing within 7 days of such variation.
- 1.12. The applicant warrants that this application for credit is for the supply of goods for use in a commercial operation and is not for personal (consumer) consumption.
- 1.13. If the Customer fails to make any payment by the due date, the Supplier may, in addition to taking any other action: (a) charge interest on all overdue payments at the General Interest Charge rate as outlined and published from time to time by the Australian Taxation Office, from the due date until the date of payment (or otherwise as allowed under the law), and (b) suspend all further delivery of Goods or further performance of any other contract with the Customer.

### 1. DISHONoured CHEQUES

- 1.1. A dishonor fee of \$55.00 shall be payable by the Customer in respect of each presentation of a cheque received from the Customer which is not honored upon presentation.

### 2. CHARGING CLAUSE

- 2.1. To secure payment of all monies which are or may become payable by the Customer to the Supplier under this Agreement the Customer (or where the Customer is comprised of two or more persons then each person jointly and severally) hereby charges with the due payment of all of those monies all of the Customer's interest in real property wherever located both present and future and the Customer consents to the Supplier lodging a caveat or caveats over such property to protect its interest.

### 3. RISK AND TITLE TO GOODS

- 3.1. The Customer understands that all products remain the property of the Supplier until paid for in full the Supplier has the right to access the Applicant's premises and remove or collect products. If the Applicant sells or uses any products prior to payment in full, the Applicant must keep such products, proceeds (or relevant part) relating to the products, subject matter produced using the products or bank debts separate and identified as being held on trust for the Supplier.
- 3.2. Any risk or liability as regards, loss, damage to deterioration of products shall pass to the Customer on delivery.
- 3.3. If the customer fails to pay the purchase price in full in accordance with the terms and conditions contained in this Agreement or prior to payment deals with the goods in a manner inconsistent with the terms of this Agreement, then the goods must be returned to the Supplier immediately upon request. The appointment of a receiver, manager, administrator, provisional liquidator, liquidator or trustee in bankruptcy or if any proceedings are instituted for the bankruptcy or winding up of the Customer, is taken to be inconsistent with the rights of the Supplier. Failure to return the goods upon request entitles the Supplier to enter upon the premises containing the goods without liability for trespass or resulting damage and remove the goods whether they are fixed to land or a building and may upon taking possession resell the goods.

### 4. LIMITATION OF LIABILITY

- 4.1. The Supplier will bear the loss or damage to products in transit where delivery is by its nominated carrier and delivery charges are included in the price of the products. In all other cases, the Applicant is responsible for loss or damage occurring in transit.
- 4.2. Delivery occurs when the supplier's nominated carrier is used to deliver the products to the nominated delivery address.
- 4.3. The liability of the Supplier arising from a breach of any condition or warranty in relation to the products sold to the Applicant is limited at the option of the supplier to replacement of the products or replacement with equivalent products or payment of the cost of replacing the products or of acquiring equivalent products.
- 4.4. The Applicant agrees that apart from any rights and remedies implied by the Trade Practices Act 1974 and any other law that cannot be lawfully excluded, all conditions and warranties, provided by statute or otherwise are excluded concerning the products.

### 5. GOODS & SERVICES TAX

- 5.1. The Applicant agrees to be bound by the Australian GST regulations and legislation

### 6. DELIVERY

- 6.1. Delivery dates and times are estimates only. The goods will be dispatched to an address or addresses nominated by the Customer or the Customer's employee/agent. If the Customer, employee or agent are not present at the specified address for delivery then the Supplier may unload the goods at that address and the goods shall be deemed to be received by the Customer and the Supplier shall not be liable for any claims, costs or losses suffered by the Customer. Alternatively, the Supplier at its discretion and having due care and consideration for the type of goods being delivered, may instruct its employee or contractor to return the goods to the warehouse to ensure the goods maintain their suitability for their intended use.
- 6.2. The Supplier may at its discretion levy an "uneconomic delivery charge" for deliveries below a certain value. This charge will be itemized on the invoice.
- 6.3. The Supplier may at its discretion levy a separate "delivery charge" of \$2.00 (ex-GST) on all sales invoices.

### 7. RETURNS & ACCEPTANCE

- 7.1. The Customer authorizes his/her/its servants and agents to take delivery on his/her/its behalf products sold to him/her/it by the Supplier, and such authority shall continue until written notice of its revocation is expressly served upon the Supplier



- 7.2. The Customer must within 24 hours after delivery inspect the goods and give the Supplier written notice of damage, shortages or anything else not in accordance with this Agreement.
- 7.3. The Customer agrees to keep goods referred to in a notice given under this clause (and in the case of shortages the remainder of the goods delivered) in the condition in which they were delivered until the Supplier has inspected them. The Supplier agrees to inspect the goods as soon as reasonably practicable after receipt of the notice.
- 7.4. Goods are taken to be as ordered if the Customer does not give the notice referred to in this clause; or the goods referred to in a notice are used or damaged after delivery.
- 7.5. Drivers are only permitted to collect goods for credit from previous deliveries if advised by Godden Food Group's Customer Service department or Account Managers prior to the delivery.
- 7.6. Special request items may not be returned for credit.
- 7.7. The supplier's HACCP Procedures dictate that the return of frozen goods is conditional on the following:
  - 7.7.1. Frozen & Chilled products are to be returned on the same day as delivery, or they are faulty,
  - 7.7.2. Failing this, evidence of Supply Chain Integrity must be provided

8. CREDIT APPLICANT(S) – please read carefully

- 8.1. The Applicant agrees and consents to the supplier/credit provider sharing limited information, as per the Section 18E of the privacy act 1988. This includes Identity details – limited to your name, sex, date of birth, current known address, two immediately previous addresses, your current or last known employer, and your driver's license number; And
  - o The fact that you have applied for credit and the amount;
  - o The fact that the supplier is a credit provider to you;
  - o Payments overdue for at least 60 days
  - o When the supplier has taken steps to recover;
  - o Cheques drawn by you which have been dishonoured more than once;
  - o The opinion of the supplier that you have committed a serious credit infringement;
  - o When the credit provided to you has been discharged.
- 8.1.1. The Supplier making inquiries as to the credit worthiness and financial position of the Applicant and using such information, including exchanging information disclosed in the application, for the purpose of credit reporting; including to assess this Application.
- 8.1.2. The Supplier obtaining and/or giving commercial references [as per (Section 18L(4) Privacy Act 1988)] from time to time including but not limited to the application for credit by the applicant; notification of a default by the Applicant; instances of serious credit infringement; when credit provided has been discharged;
- 8.1.3. The Supplier receiving from a credit reporting agency a credit report [As per (Section 18K(1)(b) Privacy Act 1988)] containing personal information about the Applicant and its directors, principals in relation to collecting overdue amounts.

9. STATEMENT BY APPLICANT(S) FOR CREDIT

*Please read carefully before signing. Where more than one applicant, each applicant to sign.*

9.1. Giving Information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988)

The supplier has informed me that it may give certain personal information about me to a credit reporting agency.

9.2. Exchanging Information With Other Credit Providers (Section 18N(1)(b) Privacy Act 1988)

I agree to the supplier checking personal information about me with any credit provider named in my credit application, and with other credit providers that may be named in a credit report issued by a credit reporting agency, for any of the following purposes:

- o to assess my credit worthiness;
- o to assess an application by me for credit;
- o to help me avoid defaulting on my credit obligations; and
- o to notify a default by me

I understand that this information can include any information about my credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give to or receive from each other under the Privacy Act 1988. I further agree that the supplier may disclose a credit report or any personal information derived from it to another credit provider, for any of the purposes mentioned above.

9.3. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988)

In order to assess my application for credit, I consent to the supplier obtaining a report containing information about my commercial activities or commercial credit worthiness, from a business which provides information about the commercial credit worthiness of persons.

9.4. Access to Consumer Credit Information (Section 18K(1)(b) Privacy Act 1988)

I consent to the supplier in order to assess my application for credit, obtaining from credit reporting agency a credit report about me containing consumer credit information.

10. ENTIRE AGREEMENT

- 10.1. Unless the Customer notifies the supplier in writing of any changes to their application details and the Supplier notifies the Customer in writing they the supplier accepts such changes then such changes are not agreed to by the supplier and do not form part of these terms and conditions.
- 10.2. These trading terms constitute the entire agreement between the Supplier and the Customer notwithstanding any terms to the contrary on any documents supplied by the Customer or the Supplier. These terms also apply notwithstanding all other negotiations, understandings, agreements, written or oral, express or implied.

I/We hereby acknowledge, affirm and agree that I/We have read these terms and conditions and fully understand and comprehend same and certify that the information supplied as the basis of the Supplier's decision to grant credit is true and correct. I/We certify that I am/we are authorised to sign this Agreement on behalf of the Customer.

Name	Signature	Witness Name	Signature	Date
Name	Signature	Witness Name	Signature	Date
Name	Signature	Witness Name	Signature	Date