

## TERMS & CONDITIONS OF SUPPLY

*(copy to be retained by Customer)*

### APPLICATION OF THESE TERMS AND CONDITIONS OF SUPPLY

You agree that these Terms and Conditions of Supply apply to all supplies to you by Fourth Wave Wine Partners Pty Limited, unless or until other Terms and Conditions of Supply are agreed in writing between you and us.

### ACCOUNTS CONTACT DETAILS

Please email remittance advices to AR@fourthwavewine.com.au or post to PO Box 417, Hamilton NSW 2303. For any accounts queries, please email our accounts team at AR@fourthwavewine.com.au, or call our office on 1300 778 047.

### PRICING

All prices are subject to change without notice. All references to 'RRPs' are recommended prices only & there is no obligation to comply with the recommendations.

Goods and services are subject to GST (10%) and WET (29%). GST is charged on the final invoice price, net of any discounts and after WET, where applicable.

### DELIVERY, FREIGHT AND HANDLING CHARGES

Free delivery applies for goods to Melbourne Metropolitan and Sydney Metropolitan for orders over \$250 wholesale. For orders under \$250 wholesale, the minimum order is 24 bottles. For all other areas, additional delivery charges apply.

### TERMS OF PAYMENT

For approved credit account holders, the due date for payment is the 15th day of the following month. Otherwise, payments are strictly on a C.O.D. basis. Payments can be made via direct debit, cheque or credit card. Cheques should be made payable to Fourth Wave Wine Partners Pty Limited ("FWWP"). A copy of your remittance slip should be submitted with your payment to ensure correct allocation.

FWWP reserves the right to charge interest at 1.5% per month on all overdue monies. You agree to reimburse FWWP for all legal expenses, collections expenses and/or bank charges incurred by FWWP in the recovery or attempted recovery of overdue monies.

### PERSONAL PROPERTIES SECURITIES ACT

FWWP maintains ownership of all goods sold and delivered to the Customer by FWWP ("the Goods") until paid for in full by the Customer, including any interest, bank charges, legal fees and collection expenses.

You grant to FWWP a purchase money security interest ("PMSI") over the Goods. You are not authorised to sell the Goods until such time as you have paid FWWP for the Goods. If an unauthorised sale occurs, FWWP's security interest continues in the proceeds of the sale.

In order to facilitate recovery of the Goods in the event of default, the Customer grants to FWWP the right to enter the Customer's premises, or any other premises where the Goods are reasonably believed to be stored, without notice, to take possession of the Goods.

The Customer waives all rights to receive a verification notice, and any other notices, under the Personal Properties Securities Act ("the Act").

The Customer agrees to comply with all reasonable requests by FWWP to do any act assisting the effectiveness, enforceability or perfection of its security interests.

The Customer agrees it will not request or disclose the following information to any person without the prior written consent of FWWP, unless required by law:

1. Copies of security agreements;
2. Statements setting out details of amounts secured, obligations secured, terms of payment or performance of obligation;
3. Approvals or corrections of specified personal property indicating which items of personal property have security interests; and/or
4. Approvals or corrections of amounts secured, obligations secured, terms of payment or performance of obligation.

FWWP may choose to rely on the sections of the Act listed in section 115(1) of the Act, but is not required to comply with any requirements imposed under such sections of the Act.

### RISK

Risk in goods delivered to the Customer passes to the Customer on delivery and the safekeeping of these goods and maintenance of appropriate insurance against loss is the responsibility of the Customer.

### PALLET EXCHANGE

The Customer agrees to exchange FWWP pallets that accompany the goods purchased with pallets of an identical brand and condition. In the event that the Customer is unable to exchange the pallets, the Customer will be charged for the cost of the pallets at a rate equivalent to the replacement costs to FWWP of the pallets.

### CLAIMS

Any claims must be reported to FWWP within 48 hours of the receipt of goods or the Customer is deemed to forfeit any claims for damages or set off against FWWP. Please quote invoice number, account name, delivery address and date, as well as any other relevant details pertaining to your claim.

Subject to the provisions of the relevant legislation, all other implied terms, conditions and warranties are hereby expressly excluded and FWWP's liability is limited to the cost of replacing the goods or the cost of obtaining equivalent goods, whichever is the lower amount.

### ULLAGES

FWWP will accept faulty stock (including label damage, dry breaks, leakage, short fills etc) for replacement only if seals on bottles are still in place. Damaged stock found after delivery must be returned in original carton for replacement, restaurant returns are only acceptable if the product is out of condition. In all cases, stock must be viewed and returned through your FWWP Sales Representative.

Supply invoice number & number & delivery date must be provided to action replacement or credit. No replacement or credit will be forthcoming on stock broken or damaged on the Customer's premises.