1. OPERATION

- The Customer is required to sign a Trade Credit Application, which together with these terms and conditions
- (Terms and Conditions) form the Agreement to supply the Goods to the Customer by the Company.
- All Goods supplied by the Company are supplied in accordance with the Agreement and these Terms and Conditions.
- By signing the Agreement, the Customer will be deemed to agree that these Terms and Conditions apply to the exclusion of all others.
- Time is of the essence in respect of all the Customer's payment obligations.

DEFINITIONS

- "Additional Fees" means any fees charged by the Company to the Customer in relation to a particular Purchase Order in respect of one or more of the following at the rate set out in the Company's price list at the time of the relevant Purchase Order:
  - order service fees;
  - ii. after hours call out fees;
  - iii. telephone order fees;
  - iv. delivery fees;
  - v. refrigerated line fees;
  - vi. administration fees;
  - vii. account fees;
  - viii. retail services fees;
  - ix. PDE rental fees; and
  - x. credit card surcharges.
- "Agreement" means these Terms and Conditions together with any Trade Credit Application signed by the customer and any associated guarantee.
- "Approved Credit Limit" means the Australian dollar amount specified by the Company in its acceptance of the customer's credit application (as amended by notice to the Customer in writing from time to time).
- "Business Day" means a day that is not Saturday, Sunday or public holiday in New South Wales.
- "Company" means Complete Supplies Pty Ltd Australia Pty Ltd ACN 098 999 850 and each of its related Body Corporates, agents, successors and assigns (as applicable).
- "Corporations Act" means the Corporations Act 2001 (Cth).
- "Credit Return Policy" means the Company's credit return policy as amended from time to time.
- "Customer"' means the person described as "the customer" in the applicable signed Trade Credit Application or the person to whom the Company otherwise supplies the Goods from time to time.
- "Force Majeure Event" means any act, event or circumstance, other than a lack of funds (including but not limited to strikes affecting the Company and/or its Related Bodies Corporate):
  - as a direct or indirect result of which, the party relying on it is prevented from or delayed in performing any of its obligations under the Agreement; and
  - that is beyond the reasonable control of that party.
- "Government Agency" means any government or any public, statutory, governmental (including a local government), semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute.
- "GST" has the meaning given to that term in the GST Act.
- "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- "Guarantor" means the guarantor(s) specified in any application for credit entered into by the Customer (if any).
- "Insolvency Event" means, in relation to a party to the Agreement, any one or more of the following events or circumstances occurring in relation to the party (or any person comprising the party):
  - being in liquidation or provisional liquidation or under administration;
  - having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property;
  - being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
  - being unable to pay its debts or being otherwise insolvent;
  - becoming an insolvent under administration, as defined in section 9 of the Corporations Act;
  - entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; and
  - any analogous event or circumstance under the laws of any jurisdiction.
- "Intellectual Property Rights" means all present and future intellectual and industrial property rights in the Goods conferred by Law and wherever existing, including:
  - the Company Trade Identification;
  - patents, designs, copyright, rights in circuit layouts, know how, domain names, inventions, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
  - any application or right to apply for registration of any of these rights;
  - any registration of any of these rights or any registration of any application referred to in clause 2(p)(iii); and
  - all renewals and extensions of these rights.
- "Invoice" means an invoice issued by the Company to the Customer in accordance with clause 11(a) or clause 11(b).
- "Law" means:
  - principles of law or equity established by decisions of courts;
  - statutes, regulations or by-laws of the Commonwealth, a State, a Territory or a Government Agency; and
  - Requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or a Government Agency that have the force of law.
- "Ordered Goods" means the Goods specified by the Customer in a Purchase Order that has been accepted by the Company.
- "Personal Information" means information of or relating to a person and, where applicable, includes "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) of or relating to that person.
- "Goods" means any Goods supplied by the Company to the Customer.
- "Purchase Order" means an order for Goods that is in the form specified by the Company from time to time, whether written, verbal of otherwise.
- "Related Body Corporate" has the meaning given to that term in the Corporations Act.
- "Company Trade Identification" means the trademarks, service marks, symbols, branding, logos and other trade indicia (whether registered or not) owned or controlled by the Company and used in connection with the business conducted by the Company under the "Complete Fire Supplies Pty Ltd" name (or any name which replaces the "PFA" name such as (without to be limited to) "Complete Fire Supplies Pty Ltd".
- "Special Conditions" means the special conditions set out in clause 1.5 of the Customer's credit application and approved by the Company from time to time.
- "Terms and Conditions" means the PFA standard terms and conditions of supply set out in this section 1.6 of the Agreement.
- "Trade Credit Application" means the application form signed by the Customer to be supplied for the Goods by the Company, that document and these Terms and Conditions being the Agreement

PURCHASE ORDERS

- The Customer must order the Goods from the Company by submitting a Purchase Order to the Company.
- Placement of a Purchase Order by the Company constitutes confirmation of the acceptance by the Customer of the Agreement and these Terms and Conditions from the date of the signed Agreement.
- Purchase Orders must be in writing and include:
  - full details of the Customer such as the Trade Credit Application reference number and the contact details and business name of the Customer;
  - full description of the requested Goods and their quantity;
  - full delivery details if they are different from those provided by the Customer on the Trade Credit Application.
- Once placed, a Purchaser Order cannot be cancelled, or delivery deferred, without the Company's consent in writing.
- The Company is not bound by a Purchase Order unless and until it accepts the Purchaser Order
- To the fullest extent permitted by Law, the Company is not obliged to accept any Purchase Order pursuant to section 3(g) of these Terms and Conditions.
- When accepting the purchase Order placed by the Customer, the Company may either notify the Customer in writing that it has accepted the Purchase Order or commence the supply of the Purchase Order. In any case, it confirms the application of these Terms and Conditions apply from the date of the signed Agreement.
- Once the Company accepts a Purchase Order, the parties must comply with that Purchase Order in accordance with these Terms and Conditions.

DELIVERY OF THE GOODS

- If a delivery date is specified in the Purchase Order, the Company will endeavour to deliver within the time so specified but in no circumstances will the Company be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in or failure of delivery in whole or in part.
- The Customer is not relieved of any obligation to accept or pay for the Goods because of any delay in delivery.
- Frustrated delivery: A charge may be rendered at the discretion of the Company to cover the Company's cost of any frustrated delivery (i.e. the Customer is not present at the delivery location on the date for delivery as set out in the Trade Credit Application or, if the delivery location is different, in the details provided in writing by the Customer in the Purchase Order).
- The Company reserves the right to make part deliveries of any Purchase Order and each part delivery constitutes a separate sale of Goods upon these Terms and Conditions.

RETURN OF THE GOODS

- To the extent permitted by Law, the Company is not under any duty to accept Goods returned by the Customer and will do so at its discretion only in accordance with and upon compliance by the Customer with the Company's Credit Return Policy.

RISK AND TITLE

- Risk: The risk in the Goods passes to the Customer on delivery of the Goods to the Customer's requested delivery location. The Company is not liable to the Customer for any loss or damage or deterioration of the Goods after delivery. The Customer must insure the Goods for any loss or damage from the date and time of delivery.
- Title: Title to all Goods supplied by the Company to the Customer remains with the Company and does not pass to the Customer until the price for those Goods and all other moneys owing by the Customer to the Company on any account whatsoever (whether under the Agreement or otherwise) (Amount Outstanding) is paid to and received in full by the Company in cleared funds.
- Until title to Goods supplied by the Company to the Customer passes to the Customer in accordance with clause 6(b), the Customer must:
  - store the Goods separately from the Customer's own Goods and those of third parties, to enable them to be readily identified as the Company's property;
  - hold the Goods as the bailee and fiduciary agent of the Company;
  - not supply or sell the Goods to any person, other than with the Company's prior written consent or in the ordinary and usual course of the Customer's business, it being acknowledged that any such supply or sale by the Customer will be as the bailee and fiduciary agent of the Company;
  - when requested by the Company, allow the Company to enter the premises where the Goods are stored to inspect the Goods and provide to the Company the consent of any person whose consent is required for that entry;
  - keep records that relate to the Goods separately identifiable and readily distinguishable from those that relate to any other Goods in its possession;
  - not allow any person to have or acquire any encumbrance or security interest in the Goods; and
  - keep the Goods insured against theft, damage and destruction (and if the Customer fails to insure the Goods, the Company may do so and the Customer must reimburse the Company for the cost of insurance).
  - the Agreement is terminated for any reason
- If the Customer loses its right to sell or deal with the Goods under clause 6(d), then the Customer must return the Goods to the Company on written demand. If the Customer does not return the Goods to the Company within 24 hours after receipt of the demand, then without limiting any other rights or remedies the Company may have:
  - i. the Company may, as agent of the Customer, enter the premises where the Goods are located and do all things necessary to retake possession of the Goods, without liability for trespass or any resulting damage;
  - the Company may keep or resell any of the Goods repossessed;
  - the Customer is liable for all costs associated with the exercise by the Company of its rights under this clause 6(e), which costs are payable to the Company on demand; and
  - the Customer indemnifies and must keep indemnified the Company against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Company or which the Company may pay, sustain or incur as a direct or indirect result of the exercise by the Company of its rights under clauses 6(e) and 6(f).

PERSONAL PROPERTY AND SECURITIES ACT

- The Customer acknowledges that the Company may register its interest in the Goods pursuant to section 12 of the Personal Property Securities Act 2009 (Cth) ("PPSA") and it will not do anything to prevent the Company registering its interest in the Goods.
- The Customer agrees to do all things and execute all deeds, instruments or other documents as may be necessary or desirable to give full effect to the provisions of these Terms and Conditions and the rights of the Company in respect of the Goods under the PPSA.
- The Customer agrees that the Goods are not intended to be used by the Customer, and will not be used by the Customer, for personal, household or domestic purposes.
- The Customer agree that nothing in sections 117(3) or 130(1)(a) of the PPSA will apply to these Terms and Conditions, a contract which arises from the acceptance of a Purchase Order or a security interest which is created or arises under these Terms and Conditions or any of those contracts.
- The Customer waives any right which the Customer may have to:
  - receive a notice under section 95 of the PPSA;
  - receive a notice under sections 118(1)(b)(i), 121(4), 123(2), 134(1) and 135 of the PPSA;
  - complain of, or seek redress for, any damage, cost or inconvenience caused by the Company taking apparent possession of Goods under section 126 of the PPSA;
  - object to the Company's proposal to purchase Goods under section 129(2)(b) of the PPSA;
  - receive a statement of account under sections 132(3)(d) or 132(4) of the PPSA;
  - redeem Goods under section 142 of the PPSA or reinstate a security agreement under section 143 of the PPSA; and
  - receive a notice of verification statement under section 157 of the PPSA

PRICE

- Unless otherwise agreed in writing, the price payable by the Customer for the Goods is the price specified in the Company's current price list at the time of ordering. Prices shown on any price list may be subject to alteration without notice in the Company absolute discretion.
- Any discount that may be granted by the Company to the Customer will be agreed upon by the Company either in writing or as per the invoice issued to the Customer.

GST

- In this clause 9:
  - the expressions Consideration, Input Tax Credit, Recipient, Supply, Tax Invoice and Taxable Supply have the meanings given to those expressions in the GST Act; and
  - Supplier means any party treated by the GST Act as making a Supply under the Agreement.
- Unless otherwise expressly stated, all prices or other sums payable or Consideration to be provided under or in accordance with the Agreement are exclusive of GST.
- If GST is imposed on any Supply made under or in accordance with the Agreement, the Recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Supply.
- Payment of the additional amount must be made at the same time and in the same way as payment for the Taxable Supply is required to be made in accordance with the Agreement.

ACCOUNT, DEFAULT AND MINIMAL SUPPLY FEES

- Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment at the ATO current rate of interest, per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- If the Company incurs processing fees as a result of any payments made by the Customer which are subsequently dishonoured, then the Company may charge the Customer the amount of such processing fees and the Customer must pay that amount to the Company immediately on request.

PAYMENT

- For each delivery of Ordered Goods, the Company must provide an invoice to the Customer for the amount payable under the Agreement for those Ordered Goods together with details of:
  - the applicable prices;
  - discounts or rebates (if any); and
  - Additional Fees (if any).
- Notwithstanding clause 11(a), the Company may invoice the Customer for any Additional Fees calculated by the Company as owing by the Customer from time to time.
- Subject to clauses 11(d), (e) and (f), the Customer must pay the Company the full amount of each Invoice within 14 Days of receipt of the relevant Invoice.
- If the Company makes a delivery of Ordered Goods or issues an Invoice to a Customer, to whom credit has been extended under a Trade Credit Application, then to the extent that the sum of all amounts owing by the Customer to the Company at that time (whether under the Agreement or otherwise and whether or not actually payable at that time) does not exceed the Approved Credit Limit, the Customer must pay the Company the amount of that Invoice in accordance with the payment terms of the Customer's Trade Credit Application with the Company.
- Each payment under this clause 11 must be made without set-off or counterclaim and otherwise in the manner specified in the relevant Invoice.
- If the Customer fails to make payment in accordance with these Terms and Conditions or the Agreement or any other agreement between the Company and the Customer, after demand for payment by the Company, then the Company may do one or both of the following:
  - suspend performance of its obligations under the Agreement until all amounts owing by the Customer to the Company (whether under the Agreement or otherwise and whether or not actually payable at that time) are paid in full; and
  - charge interest on the amount outstanding at the Australia Taxation Office's General Interest Charge (GIC) rate, accruing daily from and including the due date for payment until the date of payment in full.
  - Charge the Customer for all costs and expenses incurred by the Company, its advisers, agents and any other person in respect of any action instituted or considered against the Customer whether for debt, re-possession of the Goods or otherwise, for the recovery of the outstanding amounts.
- Payment will be made by the follow methods:
  - Direct Credit (EFT)
  - Credit Card (plus a surcharge of up to three percent (3%) of the invoiced amount, or four and a half percent (4.5%) of the invoiced amount if payment is made by American Express card), or,
  - By any other method as agreed to between the Customer and the Company in writing.

RESTRAINTS

- The Customer must not for the term of this Agreement, sell the Goods outside of Australia.
- Distribution by the Company of the Goods is non-exclusive. The Company retains discretion to distribute the Goods to any Customer or person within the Restraint Area.

FORCE MAJEURE

- The obligations of the Company will be suspended during the time and to the extent that the Company and/ or its Related Body Corporates is/are prevented from or delayed in complying with those obligations as a result of a Force Majeure Event.
- If the Company and/or its Related Body Corporates is/are affected by a Force Majeure Event, it must:
  - as soon as reasonably possible after being affected give the Customer particulars of the Force Majeure Event and the manner in which the Company's performance of its obligations will be prevented or delayed; and
  - take reasonable steps to remove, overcome or minimise the effects of the Force Majeure Event, except that the Company and/or its Related Body Corporates is/are not obliged to settle a strike, lockout or other labour difficulty.

LIABILITY

- Subject to this clause 14, and to the maximum extent permitted by the Australian Consumer Law and all other applicable Law, the Company and/or its Related Body Corporates is/are not liable to the Customer or to any third party for:
  - i. any loss or damage of any kind caused by or resulting from any act or omission of that other party or any of its employees, agents or contractors; or
  - any loss, damage, liability, expense, injury or death sustained or incurred by the Customer or any other party, including without limitation any loss of profits, or economic, special, indirect or consequential loss or damage, whether resulting directly or indirectly out of any negligence of the Company, the supply, performance or use of any Goods or out of any breach of the Company and/or its Related Body Corporates under any contract incorporating these Terms and Conditions, even if notified of the possibility of that potential loss or damage.
- Any representation, consumer guarantee, warranty, condition or undertaking that would be implied in the Agreement or under the Agreement by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by the Australian Consumer Law and all other applicable Law.
- Nothing in the Agreement excludes, restricts or modifies any consumer guarantee, condition, warranty, right or remedy conferred on the Customer by the Australian Consumer Law or any other applicable Law that cannot be excluded, restricted or modified by agreement.
- To the maximum extent permitted by the Australian Consumer Law and all other applicable Law, the liability of the Company and/or its Related Body Corporates for a breach of a non-excludable condition or consumer guarantee warranty referred to in clause 15 is limited, at the Company's option, to any one or more of the following:
  - i. the replacement of the Goods or the supply of equivalent Goods;
  - ii. the payment of the cost of replacing the Goods or of acquiring equivalent Goods.
- In no event will the liability of the Company, whether under this clause 14, or otherwise, exceed the purchase price of the Goods supplied by the Company and/or its Related Body Corporates.
- Third party claims: in relation to any third party complaints or claims, the Customer must:
  - deal promptly with all third party complaints or claims in relation to the Goods;
  - promptly inform the Company of all material complaints or claims;
  - not admit liability on behalf of the Company in respect of any complaints or claims; and
  - not resolve, settle any complaint or claim in a way which may result in the Company incurring any liability (whether to a customer or any other person).

INDEMNITY

- The Customer must indemnify the Company against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Company and/or its Related Body Corporates or which the Company and/or its Related Body Corporates may pay, sustain or incur as a direct or indirect result of any one or more of the following:
  - any breach or non-performance of the Agreement by the Customer, including any breach of a warranty;
  - any breach by the Customer of any consumer guarantee, warranty, right or remedy given by the Customer expressly or arising by operation of the Australian Consumer Law or any other applicable Law;
  - any wrongful, wilful or negligent act or omission of the Customer or any of its employees, agents or contractors;
  - the storage, handling or use of any Good sold under or in connection with the Agreement, except to the extent that the relevant action, claim, proceeding, demand, liability, loss, damage, expense or cost was caused by the wrongful, wilful or negligent act or omission of the Company or any of its employees, agents or contractors; and
  - any injury or loss sustained by any person who is employed or engaged by the Customer as an employee, agent or contractor for the purpose of (among other things) the performance by the Customer of its obligations under the Agreement and who suffers any injury or loss arising out of or in the course of such employment or engagement.

TERMINATION

- The Company may terminate the Agreement with immediate effect by giving written notice to the Customer if:
  - the Customer breaches any of its obligations under any agreement with the Company and does not rectify the failure (where the failure is rectifiable) within 14 days of notice; or
  - the Customer or Guarantor suffers an Insolvency Event.
- The Parties may terminate the Agreement without liability to the other Party, by providing 30 days' written notice to the other Party.
- Termination will not affect any rights or obligations which may have accrued prior to termination.

AFTER TERMINATION

- On the termination of the Agreement, the Agreement is at an end as to its future operation except for the enforcement of any right or claim that arises on, or has arisen before, the termination.
- Despite any other provision of the Agreement, on termination of the Agreement:
  - all Purchase Orders (whether or not accepted by the Company at the time of termination) will be automatically cancelled, except to the extent otherwise directed in writing by the Company; and
  - the Customer must within 5 Business Days, pay the Company all amounts owing by the Customer to the Company, whether otherwise due at that time or not, and otherwise this clause 17 and clauses 14, 15, 18, 19 and 24 survive termination of the Agreement.

INTELLECTUAL PROPERTY

- The Customer acknowledges and agrees that each Intellectual Property Right is owned or entitled to be owned by the Company and/or its Related Body Corporates.
- No licence or assignment: The Customer's purchase of the Goods does not confer on the Customer any licence or assignment of any patent, design, trademark or any other Intellectual Property rights that exist in the Goods.
- The Customer must:
  - only use the Intellectual Property Rights in accordance with the reasonable written directions of the Company;
  - not license any of the Intellectual Property Rights to or allow the use of any of the Intellectual Property Rights by any other person in any circumstances;
  - immediately notify the Company of, and comply with the Company's directions in relation to, any issue, claim, demand, threat, notice of proceedings or cause of action (whether contingent, accrued or otherwise) against or involving the Customer relating to any Intellectual Property Rights; and
  - do all other acts and things that may be reasonably required by the Company to ensure the protection of the Intellectual Property Rights.
- The Customer must indemnify the Company against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Company and/or its Related Body Corporates or which the Company and/or its Related Body Corporates may pay, sustain or incur as a direct or indirect result of any breach of this clause 18.

USE OF INFORMATION AND PRIVACY

- The Customer consents to the disclosure by or to the Company (and to persons with whom the Company may have a legitimate reason to share such information) of any Personal Information of the Customer for the purpose of:
  - assessing the credit worthiness of the Customer and (where applicable) any Guarantor;
  - to the maximum extent permitted by Law, assisting the Company in the exercise of its rights against the Customer (or where applicable, the Guarantor), including the right to enforce payment of any amount payable by the Customer or the Guarantor to the Company whether under the Agreement, or otherwise; and
  - any other lawful purpose required by the Company.
- b. Handling of personal and credit information: the Customer and (if any) Guarantor separately agree that the Company may, to the extent permitted by law:
  - obtain information about the Customer's commercial credit activities from any of the trade references or the accountant named in the Trade Credit Application or any business which provides information about the commercial credit worthiness of persons, companies and practices;
  - obtain a consumer credit report from a credit reporting agency;

1. about the Customer to assess its ability to comply with the Agreement or to collect overdue payments; and
2. about the Guarantor (if any) for the purpose of assessing whether to accept the Guarantor as a guarantor in respect of the Agreement;

- at any time during the Agreement give a credit reporting agency certain personal information about the Customer or (if any) Guarantor as authorised by law, including (as applicable): permitted identity details; that the Customer has signed a Trade Credit Application; that the Company is or is no longer a current supplier to the Customer; that the Guarantor (if any) has offered to act as guarantor; and any other information authorised by law;
- to the extent that the Company is required or authorised by law:
  - share personal information with the Customer's or (if any) Guarantor's executor, administrator, trustee, guardian, attorney and agents (such as financial and legal advisers); and
  - share personal information with the Company's Related Bodies Corporate and/or service providers including organisations that provide archival, auditing, debt collection, banking, marketing, advertising, professional advisory and security services.
- Access to personal information: The Customer and (if any) the Guarantor may contact the Company to request access to any of their personal information which the Company may hold. More generally, the Company shall ensure that all private information obtained from the Customer is managed in accordance with the Company's Privacy Policy, which is available on the Company's site.

CONFIDENTIALITY

- The Customer shall:
  - not use the Confidential Information for any purpose other than to perform its obligations pursuant to the Agreement;
  - immediately notify the Company in writing if the Customer becomes aware or suspects that any person has disclosed or intends to disclose Confidential Information otherwise than in accordance with the Agreement;
  - not copy, reproduce, make records of (in part or in whole) any Confidential Information except as is reasonably necessary for the performance of its obligations under the Agreement.
  - The obligations of confidentiality set out in the Agreement do not apply to Confidential Information:

1. which the Customer can show that was in its possession before it was disclosed to it by the Company (evidenced by written records);
2. which is or becomes generally available to the public (other than as a result of action by the Customer);
3. which is required by law to be disclosed.

WAIVER

- The Customer acknowledges that we may provide our trading partners and/or third parties (including government agencies and debt collection agencies) with certain purchase information relating to the Company from time to time for the purposes of assisting and improving the Goods and services that the Company delivers to customers. The Customer authorises the Company to provide that information to the Company trading partners and those third parties.
- The Company's failure to insist upon strict performance of any of these Terms and Conditions will not be deemed a waiver of any rights that the Company may have in respect of any breach by the Customer of any of these Terms and Conditions.
- No waiver by the Company of any particular breach of these Terms and Conditions by the Customer will amount or be deemed to amount to any acquiescence by the Company in any subsequent breach of any of these Terms and Conditions by the Customer.

CLOSURE

- Regardless of any prior agreements, upon closure of the Customer's account, the sale of a business
- conducted by the Customer or a change in control, all of the Customer's outstanding debts and obligations,
- including current and forward dated amounts, become due and payable immediately.

SEVERABILITY

- If any part of these Terms and Conditions (including any provision, part, paragraph, phrase or word) is illegal, invalid or unenforceable it will be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from these Terms and Conditions, but the remaining provisions will remain in full force and effect.

GENERAL

- If by any reason of any fact, circumstance, matter or thing beyond the reasonable control of a party, that party is unable to perform in whole or in part any obligation owing to the other, that party is relieved of that obligation to the extent and for the period that it is so unable to perform and is not liable to the other party in respect of such inability, however, an obligation to pay amounts owing by one party to the other will not be relieved under any circumstances.
- The construction, operation and performance of any contract subject to these Terms and Conditions will be governed by the Laws of the State of New South Wales and the parties accept the jurisdiction of the Courts of that State for resolution of any dispute arising out of or relating to the Agreement, its performance or subject matter.
- The Company may transfer all or any part of its rights, interests, obligations or liabilities under the Agreement by assignment or by novation, provided that the Company remains responsible for complying with its obligations
- The Customer must not transfer, assign or otherwise dispose of, its rights and obligations under the Agreement without the prior written consent of the Company.
- The Agreement contains the entire understanding between the parties concerning the subject matter of the Agreement and supersedes all prior communications between the parties.
- Each party acknowledges that, except as expressly stated in the Agreement, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of another party in relation to the subject matter of the Agreement.
- The Agreement cannot be amended or varied except in writing signed by the parties.
- The Company's contact details including address, telephone number and email address, may change from time to time and any change to these or other non-essential terms of the Agreement will be published on the Company's website.
- To the extent that there is any inconsistency between the Agreement and any other agreement (including the standard terms and conditions of the Customer), the Agreement and these Terms and Conditions will prevail.
- These Terms and Conditions prevail to the extent of any inconsistency, over the terms of any Purchase Order or invoice or other arrangement between the parties and displace any contradictory terms or provisions.
- The Special Conditions set out in clause 1.5 of the Trade Credit Application (if any) prevail to the extent of any inconsistency over these Terms and Conditions, the terms of any Purchase Order or invoice or other arrangement between the parties and displace any contradictory terms or provisions.
- No waiver of any provision of the Agreement or any agreement will be of any force or effect unless confirmed in writing and signed by the parties.
- The Company may set off any amount due for payment by the Company to the Customer against any amount due for payment by the Customer to the Company under the Agreement.
- Any provisions of the Agreement that are prohibited or unenforceable under the Laws of a jurisdiction will not apply in that jurisdiction and will not affect the validity or enforceability of the other provisions of the Agreement.
- Notices: A notice or other communication required or permitted to be given by one party to another must be in writing and is taken to have been given when (unless otherwise proved):
  - i. delivered personally, at the time it is delivered to the party;
  - ii. sent by pre-paid mail to the address of the addressee specified in the Details page:

1. from Australia to an address within Australia, on the second Business Day after posting;
2. from Australia to an address outside Australia or from outside Australia to an address within Australia, on the fifth Business Day (at the address to which it is mailed) after posting; or

  - sent by email to the email address of the addressee or such other email address notified as being the email address to use for the purposes of this clause:

1. where the email is sent before 5pm on a Business Day, the email will be deemed to have been received on the day the email was sent; or
2. where the email is sent after 5pm, the email will be deemed to be received at the beginning of the next Business Day.

  - The address for service of each party is set out in the Agreement. A party may change its address for service by giving notice of that change in writing to the other parties.

Should you not understand anything contained in these terms and conditions, or wish to request an amendment, please contact Sydney Food & Packaging Wholesalers Pty Ltd on (02) 8788 7300. If you give us instructions/place an order after receipt of these terms, it is taken as acceptance of the terms contained herein.