

SUMMARY OF GENERAL TERMS AND CONDITIONS OF TRADING

New World Beverages PTY LTD Limited Trading as Fox Beverages agree to supply and the purchaser agrees to order goods in accordance with the General Conditions below:

1. Interpretation – in this agreement

“the Seller” means New World Beverages PTY LTD Limited Trading as Fox Beverages Limited and its successor:

“the Purchaser” means the applicant, firm or company so identified overleaf:

“the Products” means the seller’s range of alcoholic beverages, non alcoholic beverages and any other items carried by the seller from time to time.

2. Prices

2.1 Prices quoted in the seller’s published price list or by the representatives of the seller are subject to change without notice and are not binding on the seller.

All goods are changed at the applicable price ruling at the date upon which the products leave the seller’s premises for delivery to the purchaser.

2.2 Prices are not of freight and shall be the purchaser’s account.

3. Terms of Payment

3.1 Where the purchaser has a credit account; unless the purchaser is otherwise notified by the seller, the products must be paid for in full by the fourteenth (14th) day of the month immediately following the month in which the applicable invoice was issued.

3.2 Where the purchaser has a credit account and is overdue with any payment or if the seller is in receipt of bank or trade references which it regards as unsatisfactory, the seller reserves the right to change the purchaser to a C.O.D. account.

3.3 Where the purchaser has a C.O.D. account the products must be paid for in full on or before the time of delivery to the purchaser.

3.4 The purchaser shall have no right to set-off any moneys against any outstanding account in respect of any claims it may have against the seller.

3.5 The seller reserves the right to charge interest at 1.5% per month on all moneys owing outside agreed trading terms by the Purchaser and further, the Purchaser agrees to reimburse the Seller for any Legal expenses, Collection expenses or Bank Charges incurred by the Seller in the recovery or attempted recovery of overdue moneys.

4. Delivery

4.1 Delivery terms are ex warehouse Sydney.

4.2 The seller shall use all reasonable endeavours to meet the purchaser’s requested delivery dates but the seller shall not be liable to the purchaser for any loss or damage whatsoever should it be delayed or prevented from delivering the products on the nominated date.

4.3 It is the purchaser’s responsibility to inspect all the products upon delivery. The seller shall not in any circumstances be liable for short delivery unless the purchaser notifies the seller upon receipt of delivery.

5. Cancellation and return

5.1 The purchaser may return the products for credit or replacement provided they are so returned to the seller’s premises with the applicable invoice number quoted, within fourteen (14) days of the delivery of the purchaser.

5.2 The seller reserves the right immediately to cancel any order or suspend any delivery without incurring any liability to the purchaser if the purchaser is in default of payment or if the purchaser became bankrupt, goes into liquidation, makes a composition with its creditors, has a receiver or manager appointed of whole or any part of its assets or business or takes or suffers any similar action in consequence of debt.

6. Non-Availability of Stock

While every effort will be made to fulfil the purchaser’s orders for the products, the seller shall not be liable for any loss or damage arising as a result of non-availability of stock