

TERMS OF TRADE

All goods are sold and supplied by Direct Hospitality Supplies Pty Ltd ABN 25 082 821 135 (“Direct Hospitality Supplies”) or under the trading names of (“One Stop Bar Shop” or “Bells Bar Supplies”) to you (“the Customer”) on the following terms and conditions:

1. Terms

- (a) The Customer acknowledges having received and read a copy of Direct Hospitality Supplies current terms and conditions of trade (“the Terms of Trade”).
- (b) Direct Hospitality Supplies may vary the Terms of Trade at any time by publication of new terms of trade on its web site or by notice in writing to the Customer.
- (c) The Customer upon ordering any goods from Direct Hospitality Supplies is deemed to have accepted and is bound by the Terms of Trade current at the time the order is made.

2. Prices

- (a) The prices charged for goods shall be the prices determined by Direct Hospitality Supplies at the date of despatch.
- (b) Prices are subject to change without prior notice to the Customer.
- (c) The prices quoted for goods do not include any delivery and handling charges, which are payable by the Customer.

3. Payment

- (a) The Customer must pay Direct Hospitality Supplies for all goods in full within 21 days from the date of Direct Hospitality Supplies’ invoice to the Customer.
- (b) Direct Hospitality Supplies may accept payment of any invoice by credit card but only where no amount is owing on the Customer’s account for more than 21 days. Direct Hospitality Supplies reserves the right to pass onto the Customer the fee charged to it by the credit card company.
- (c) The Customer shall not set off against the payment due to Direct Hospitality Supplies any amount(s) the Customer claims for the return of goods or for short deliveries, incorrect goods or defective goods.

4. Default

If payment in full is not received by Direct Hospitality Supplies within the time stipulated in clause 3(a) then the Customer agrees:

- (a) To pay Direct Hospitality Supplies interest at 2% per month on any unpaid amount until payment in full is made;
- (b) Interest will be charged at the discretion of Direct Hospitality Supplies, interest will be charged from the initial date stated on the outstanding Direct Hospitality Supplies’ invoice(s) at the specified rate in 4(a)
- (c) Direct Hospitality Supplies may immediately and without further notice, refer the matter to a debt collection agency. In this event, it is further agreed that the Customer will be liable to pay Direct Hospitality Supplies the outstanding amount together with interest as referred to above and all legal costs and expenses incurred in pursuing the recovery of the debt, including any commissions or other amounts payable to a debt collection agency.

5. Customers

- (a) Goods will only be supplied to a Customer on credit at the discretion of Direct Hospitality Supplies.
- (b) Direct Hospitality Supplies may at any time in its discretion disallow a Customer’s credit, decline an order or stop delivery of goods.
- (c) New Customers must pay Direct Hospitality Supplies for goods in full prior to despatch.
- (d) New Customers will remain on a prepaid basis until Direct Hospitality Supplies determines in its discretion that the Customer may be allowed credit terms.

6. Credit Checks

The Customer acknowledges and agrees that, upon submission of a completed Account Application Form, Direct Hospitality Supplies is authorised to perform any credit checks on the Customer or any director or guarantor of the Customer with third parties as it requires.

7. Minimum Orders

Glassware, crockery and other speciality items are subject to minimum pack quantities as advised by Direct Hospitality Supplies from time to time.

8. Special Orders

Special orders of goods or goods made to the Customer’s specifications:

- (a) Must be paid for in full at the time of order;
- (b) Will not be accepted by Direct Hospitality Supplies for exchange, return or cancellation, unless defective.

9. Back or Forward Orders

- (a) Goods temporarily out of stock will be placed on back order. When available these goods will be included in the Customer’s next delivery.
- (b) Back orders and forward orders will be supplied at the prices determined by Direct Hospitality Supplies at the date of despatch (not the date of the order).
- (c) The Customer may, but only with the prior written permission of Direct Hospitality Supplies, cancel goods on back order or forward order. However, Direct Hospitality Supplies shall be entitled absolutely to refuse to cancel goods on back order or forward order and the Customer shall be obliged to pay for them.

10. Tax

If a goods and services tax or other value added tax applies in respect of any supply made to the Customer under or in connection with these Terms of Trade, the amount payable for that supply will be increased by the rate of tax applicable at that time and is payable by the Customer.

11. Delivery & Handling Charges

Initial:

- (a) The Customer shall pay the delivery and handling charges for goods Outside Australia:
All orders will be delivered on an ex works basis. (Freight, insurance and all other charges to be paid by the Customer)
- (b) The Customer shall pay the GST on the delivery and handling charges.

12. Returns

Direct Hospitality Supplies may in its discretion accept a return of goods from a Customer and issue a credit note for them but only under the terms of this clause 12:

- (a) No return of goods will be accepted without Direct Hospitality Supplies prior consent
- (b) Any credit note issued will be subject to and after deduction of an industry standard 20% re-stocking fee and after deduction of the original delivery and any return delivery charge (if applicable).
- (c) The Customer is not entitled to cash refund for the goods.

13. Claims for Short Deliveries, Incorrect Goods or Defective Goods

- (a) The Customer must notify Direct Hospitality Supplies in writing (including the invoice/picking slip number) of all claims for short deliveries, incorrect goods or defective goods within 5 working days of receipt by the Customer.
- (b) The Customer agrees that Direct Hospitality Supplies is entitled to reject any claims received outside this period.
- (c) Subject to the above, Direct Hospitality Supplies will, in its discretion, make good the short delivery, replace the goods or issue a credit note.

14. Claims for Breakages of Crockery and Glassware

- (a) Direct Hospitality Supplies will not accept breakage claims for crockery and/or glassware unless these goods were purchased in full cartons.
- (b) The goods must be retained by the Customer for physical inspection in person by Direct Hospitality Supplies authorised agent or representative.
- (c) Direct Hospitality Supplies is entitled to reject any claim for broken goods where the Customer has not kept or made the goods available for its inspection.
- (d) Subject to the above, Direct Hospitality Supplies will, in its discretion, replace the broken goods or issue a credit note.

15. Intellectual Property

- (a) Direct Hospitality Supplies is the registered owner of various trade marks and has copyright in the various images and names associated with its goods ("the Intellectual Property").
- (b) The Customer acknowledges and agrees that it may not use the Intellectual Property otherwise than in the promotion of goods purchased from Direct Hospitality Supplies.

16. Warranty

- (a) All warranties, conditions and representations, whether express or implied, other than an express warranty in writing by Direct Hospitality Supplies, are expressly excluded except to the extent Direct Hospitality Supplies is by law unable to exclude, limit or modify its liability.
- (b) To the extent permitted by law, Direct Hospitality Supplies shall not be liable to the Customer for loss of profit or other economic loss or any damages in relation to any goods supplied to the Customer by Direct Hospitality Supplies or for any negligence by Direct Hospitality Supplies, its employees agents.
- (c) The liability of Direct Hospitality Supplies in relation to the supply of goods is limited, where permitted by law, to the replacement of the goods or a credit note for the value of the goods.

17. General

- (a) Whilst all care has been taken, Direct Hospitality Supplies will not be bound by any errors or omissions which may appear in any of its invoices and statements or its price lists, catalogues or other promotional material.
- (b) No variation of the Terms of Trade except as provided for in clause 1(b) shall be binding unless approved in writing by Direct Hospitality Supplies.
- (c) No time of other indulgence that Direct Hospitality Supplies may give to a Customer shall affect or limit the rights of Direct Hospitality Supplies under the Terms of Trade except to the extent that Direct Hospitality Supplies expressly waives the same in writing.
- (d) Any terms contained in the Customer's Order or other document issued by either Direct Hospitality Supplies or the Customer which are inconsistent with the Terms of Trade shall, to the extent of the inconsistency, have no legal effect.
- (e) If any term or part of the Terms of Trade is illegal or unenforceable it shall be construed as being severed from the Terms of Trade and the remaining terms shall continue in full force and effect.

18. Jurisdiction

The parties agree to submit to and be bound by the laws and courts in the State of Victoria.

19. Privacy

- (a) Direct Hospitality Supplies complies with the Privacy Act, 1988 as amended and is bound by the National Privacy Principles dealing with the collection, use and storage of personal information.
- (b) The Customer authorises Direct Hospitality Supplies to collect, retain, record, use and disclose personal information about the Customer (or any director or guarantor of the Customer) to other persons or entities for the purposes of processing an Account Application Form submitted by the Customer, or for assessing the creditworthiness of the Customer (or any director or guarantor of the Customer), or for notifying and instructing a debt collection or credit reference agency or a solicitor or other professional consultant and for the marketing of goods provided by Direct Hospitality Supplies.