

**CONDITIONS OF SALE FOR EMBLEM FOODS PTY LTD (T/AS FRANK MASON & ASSOCIATES)**  
**(A.C.N. 007 095 875) (“the Company”)**

**1. Payment Terms and Ongoing Credit**

- a) All accounts are strictly net 30 days from the date of invoice except where varied by negotiation in which event the payment term shall be noted on the invoice.
- b) Breach by the customer of its obligation to pay the account within the terms of clause 1(a) shall entitle the Company to require immediate payment of all invoices rendered by the Company to the customer.
- c) The customer agrees to pay interest at 15% per annum on amounts outstanding in excess of the period allowed by clause 1(a) and the customer agrees to pay any legal or recovery costs incurred by the Company in collecting overdue payments.
- d) The granting of credit and the continued provision of credit shall be at the absolute discretion of the Company and may be withdrawn at any time without notice.

**2. Liability**

- a) Except as required by statute, the Company shall be under no liability to the customer for any loss, including (but not limited to) loss of profits and consequential loss or for damage to persons or property caused by any act or omission, including (but not limited to) negligent acts or omissions of the Company or the Company’s employees or agents.
- b) Except as required by statute, all implied conditions and warranties are hereby excluded and the Company’s liability hereunder (if any) shall be limited at the Company’s discretion to the replacement of the product, the supply of the equivalent product or to the value of the product supplied by the Company.
- c) The Company shall not be responsible for any loss the customer incurs as a consequence of delay in delivery of the Company’s product. The customer agrees not to make any claim against the Company for loss or damage or costs of any nature whatsoever arising from the Company’s failure to supply product by any estimated delivery date.

**3. Retention of Title to Property, Risk and Insurance**

- a) Ownership, property and title in and to all products supplied by the Company to the customer shall only be transferred to the customer when payment has been made in full by the customer to the Company for all sums owing to the Company pursuant to any purchase or any other arrangement and, until all products supplied by the Company to the customer have been paid in full, the Company shall have the right to call for and the customer is under an obligation to deliver forthwith upon demand any products supplied by the Company still in the possession of the customer.
- b) Until payment in full, the customer shall store the products separately and in such a way to clearly indicate that they are the Company’s products.
- c) The products shall be held by the customer as fiduciary bailee and agent for the Company and the Company’s representatives shall be entitled to enter upon premises owned or occupied by the customer to inspect the products.
- d) If the customer:-
  - (i) makes default in any payment to the Company in respect to the supply of products;
  - (ii) is, in the opinion of the Company’s credit manager or equivalent officer, likely to become bankrupt or insolvent;
  - (iii) has a receiver, administrator, trustee or similar officer appointed over its property;
  - (iv) disposes of, or threatens to dispose of, its assets other than in the ordinary course of business;then the Company may (without prejudice to any other rights of the Company), with or without notice and forcibly if necessary, enter upon any premises owned or occupied by the customer where the Company’s credit manager or equivalent officer reasonably believes that products supplied by the Company may be stored and recovered and do all things necessary to recover the products. The customer shall be liable for all costs of whatsoever nature of and associated with the exercise of the Company’s rights under this clause.
- e) Notwithstanding anything else contained herein, risk in the products shall pass at the time of delivery and the customer shall insure (and keep insured) the products.

**4. Indemnity**

Any claims against the Company shall be deemed waived unless notified to the Company in writing within seven (7) days after delivery of the subject goods and such notification must state the invoice number of the goods and the reason for any claim.

**6. Proof of Delivery**

The customer agrees that the production by the Company of a delivery docket or other documentation in which some person on behalf of the customer has signed to acknowledge receipt shall be conclusive evidence of the fact of receipt by the customer of the quantity of the subject goods referred to in the said delivery document.

**7. General**

- a) No waiver by the Company of any breach of these conditions by the customer shall constitute a waiver of any subsequent breach of the same or any other condition.
- b) If any of these conditions contravenes or is prohibited by any law or statute for the time being in force (or which may come into force) then such conditions shall not apply but the remaining conditions shall continue in force and effect.
- c) The contract between the Company and the customer shall be deemed to have been made in the State of Victoria, Australia and the construction, validity and performance of that contract shall be governed in all respects by the laws of that State in Australia and the venue for any litigation relating to the contract initiated by either the Company or the customer shall be only in a court sitting in the State of Victoria, Australia.