

**YARDLEY HOSPITALITY AGENCIES ABN 85 382 357 332**  
**STANDARD TERMS OF TRADE**

**YARDLEY HOSPITALITY AGENCIES** ("the **Supplier**") and the party purchasing the goods from the Supplier ("the **Customer**") agree as follows:-

1. Any quotation from the Supplier automatically expires after 30 days unless, within 30 days, accepted verbally or in writing and a deposit paid. Unless otherwise stated in the Supplier's price list, prices are exclusive of GST.
2. No cancellation or variation after acceptance of order will be effective unless agreed to in writing by the Supplier.
3. A quoted price accepted within 30 days will apply to quoted goods ordered within 60 days of the quote date. Goods ordered after that time may be subject to price changes at the Supplier's discretion.
4. The Supplier may charge for shipment packaging provided by the Supplier.
5. Unless credit has been provided to the Customer, the Customer must pay the total amount payable for the Goods inclusive of GST to the Supplier without deduction upon delivery or collection. The Supplier may require a deposit (up to 50% of the invoiced price) on placement of order. The Supplier may require the total amount payable for the Goods inclusive of GST, prior to ordering or shipment of the goods to the Customer.
6. **The Supplier may charge and the Customer will pay interest on all amounts not paid by the due date(s) at the rate of 12% per annum.** Interest will be calculated daily and may be capitalised monthly until full payment is received.
7. Where the Customer has applied to the Supplier for credit, the Customer warrants that the information in the Credit Account Application Form is accurate and not misleading and is supplied for the purpose of obtaining credit. The Customer specifically authorises the Supplier to make enquiries and to exchange with or provide to any credit provider or credit reporting agency information regarding the creditworthiness of the Customer and if the Customer is a company or other organisation, its officers and/or shareholders, as the Supplier considers desirable. The Customer may access the information provided and correct the information if required (free of charge) within a reasonable period of time of contacting the Supplier during business hours.
8. The Customer warrants that the persons' signatures appearing on the Credit Account Application Form (if applicable) are duly authorised by the Customer to apply for credit and execute the Credit Account Application Form on behalf of the Customer.
9. Allowance to the Customer of time to pay, will not constitute a waiver by the Supplier of any of these terms nor be construed as the Supplier granting credit facilities to the Customer. No credit facility will be granted to the Customer unless so stated by the Supplier in writing.

10. If the Supplier grants credit facilities to the Customer, all accounts must be paid in full within 30 days of the Supplier's invoice date. Each supply of Goods and the related invoice is a separate contract incorporating these terms.
11. The Supplier may at any time without notice terminate any credit arrangement with the Customer.
12. The Customer must immediately notify the Supplier of changes in officers, shareholders or partners (as applicable) or address.
13. The Customer will inspect the Goods and advise the Supplier in writing within 7 days of delivery of any faults in or to the Goods. Subject to acceptance by the Supplier of liability, the Supplier's liability will be limited to repairing or replacing the Goods at its option. Otherwise, the Customer must pay for the Goods and the Supplier will not be liable for any faults in the Goods or for any claim, damages or costs relating to the Goods and the Customer will indemnify the Supplier therefrom.
14. Title in the Goods will not pass to the Customer until the total amount payable inclusive of GST is paid in full. Risk in the Goods will pass to the Customer immediately upon the earlier of delivery or collection.
15. Any expenses incurred by the Supplier in recovering any outstanding monies from the Customer including the cost of repossession and resale of the goods, debt collection agency fees and legal costs (full indemnity basis) will be paid by the Customer. Despite anything contrary in these terms, all monies due from the Customer will become immediately payable to the Supplier upon the happening of any event or the issue against or service on the Customer of any notice or proceedings in any way concerning the Customer's solvency or payment of its debts.
16. Goods may incorporate changes from time to time made by the manufacturer or Supplier due to changes in manufacturing or in raw materials.
17. The Supplier will in no way be liable for any claim or cost resulting from non delivery or delayed delivery or from any fault in the goods beyond the Supplier's control. The Customer will indemnify the Supplier therefrom.
18. If the Customer has not fully paid for the goods but sells or otherwise disposes of them whether in the same form as supplied or incorporated into other goods or upon which work has been done or otherwise, the sale proceeds or monies received in respect of disposal or the amount attributable to the goods will immediately upon receipt by the Customer be paid into a separate bank account conducted solely for that purpose and into which no other monies will be paid. Those proceeds or monies will be held by the Customer as trustee for the Supplier until actually paid to the Supplier.

19. Until the Supplier receives full payment or until the goods have been bona fide sold to a third party in good faith at full market value, the Supplier has the right (without prejudice to any other rights and remedies it may have) to recover, detach, remove and/or resell the goods or any part of them. For that purpose the Supplier's agents or employees may without notice enter any place the Supplier believes the goods to be without committing a trespass. The Supplier will have no obligation to make good any damage caused by such recovery, detachment or removal and the Supplier will not be liable for and the Customer will indemnify the Supplier against any costs, claims, damages or losses expended suffered by the Customer or a third party as a result.
20. Except as required by law, the Supplier gives no guarantee in relation to the goods other than as expressly stated in these terms and the Supplier will have no liability at all for any consequential loss, injury, damage or expense suffered or incurred directly or indirectly by the Customer or any of the Customer's agents or employees or any other person using the goods provided by the Supplier.
21. The Supplier will not in any circumstance whatever or however be liable for any consequential damage, loss injury or prejudice resulting directly or indirectly from any non-delivery, delay in delivery or any strike, stoppage or industrial action directly or indirectly affecting the availability of the Goods.
22. Any variation to these terms must be in writing signed by the Supplier.
23. If any provision of these Standard Terms of Trade is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from these Standard Terms of Trade.
24. Any notice, invoice or document to be given to the Customer shall be sufficiently given if posted by ordinary prepaid post or faxed to the Customer at the Customer's last known address or facsimile number and shall be deemed to have been received by the Customer in the ordinary course of post or on receipt by the Supplier of a successful transmission answerback.
25. Despite any contrary rule or implication of law, all contracts between the Customer and the Supplier shall be deemed to be made in South Australia, pursuant to South Australian laws. Any dispute resolution procedures will take place in South Australia.