

TERMS AND CONDITIONS OF SALE

SATISFINE FOODS PTY. LTD. (A.B.N 66 108 915 902)

1. **Exclusive Terms and Conditions** – All orders by the Customer which are accepted by Satisfine Foods for products sold by Satisfine Foods are subject to these conditions. Any terms and conditions put forward by the customer, whether in a purchase order, specification or otherwise, will not be binding on Satisfine Foods in so far as they purport to amend, annul or augment and of these Conditions unless specifically agree to in writing by an authorised employee of Satisfine Foods. These conditions constitute the entire understanding of the parties and there are no other terms, conditions, warranties or representations, whether written or oral, express or implied, which govern or constitute part of any contract incorporating these Conditions other than those, if any, implied by law pursuant to Clause 5.
2. **Prices and Payment** – Prices for products quoted in published price lists or by representatives of Satisfine Foods are subject to change without notice and are not binding on Satisfine Foods. All sums owing to Satisfine Foods must be paid by the Customer by the time nominated on the Letter of Acceptance. The customer shall have no right to off-set in respect of any claim against Satisfine Foods.
3. **Retention of Title** – Satisfine Foods will retain title to all Products supplied to the customer until such time that it has received payment in full for same. The fact that Satisfine Foods retains title to goods until it has been paid will not affect its rights, as an unpaid seller. Furthermore, if payment is overdue, or the Customer enters into bankruptcy, liquidation, a composition with its creditors, has a receiver or manager appointed over all or part of its assets or becomes insolvent, Satisfine Foods will be entitled, without prejudice to its other rights and remedies, to repossess Products belonging to it and to enter any premises, without notice, for that purpose.
4. **Delivery** – Satisfine Foods will use its best endeavours to meet the Customers requested delivery dates, however Satisfine Foods will not be liable to the Customer for any loss or damage whatsoever (including consequential loss) should it be delayed or prevented from delivering any products. All risk in the products will pass to the customer upon delivery to the Customer.

It is the responsibility of the Customer to inspect all products promptly upon delivery and the Customer shall be deemed to have accepted delivery from one day (24 hours) after the delivery unless the Customer submits a written claim within to Satisfine Foods within the same time period.

5. **Legislation** – Provisions of the Trade Practices Act of 1974, as amended and other laws enforced from time to time in Australia may imply warrants or conditions or impose obligations on Satisfine Foods. If any such provisions apply then, to the extent permitted by the law, Satisfine Foods' liability will be limited at Satisfine Foods option to the replacement of Products or supply of equivalent Products.
6. **Liability and Indemnity** – To the extent permitted by the law, Satisfine Foods will not be liable for and the Customer will indemnify and hold Satisfine Foods harmless against any claim, loss or damage to any person or property or indirectly occasioned by or arising from the use and possession of the Products or the negligent or wilful acts or omissions of Satisfine Foods, its servants or agents.
7. **Non availability of Products** – While every effort will be made to fulfil the Customer's orders for Products, Satisfine Foods will not be liable for any loss or damage arising as a result of the non availability of Product.
8. **Governing Law** – The construction, validity and performance of any contract incorporating these Conditions will be governed by the laws of the State of New South Wales and the Customer and Satisfine Foods submit to the jurisdiction of the Courts of that State.