

### 1. General

These conditions (which shall only be waived in writing signed by the vendor) shall prevail over all conditions of the purchaser's order to the extent of any inconsistency.

### 2. Claims

The purchaser waives any claim in respect of any goods delivered if a claim in respect of:

2.1 fresh goods have not been lodged with the vendor within twenty-four (24) hours from the date of receipt of the fresh goods by the purchaser; or

2.2 frozen goods have not been lodged with the vendor within seven (7) days from the date of receipt of the frozen goods by the purchaser; and the vendor shall not have any liability whatsoever to the purchaser in respect of claims lodged by the purchaser outside of those time periods. If the purchaser lodges a claim with the vendor within the permitted time period then the vendor may accept the return of such of the goods the subject of the claim and give the purchaser a credit for those goods (or part thereof) the subject of the claim. The vendor shall not be under any obligation to accept goods returned.

### 3. Loss or Damage in Transit

The vendor is not responsible for any loss or damage to goods in transit, unless goods are sold on a "free into store" basis.

### 4. Payment

The purchase price in relation to the goods shall be payable in full on or before the date or time period specified in the invoice following the delivery of the goods. Time is of the essence in respect of the purchaser's obligation to pay the purchase price.

### 5. Right in Relation to Goods

Legal ownership of the goods does not pass until payment is made in full.

### 6. Further Terms

Subject to conditions 1 to 5 above, the supply of goods by the vendor to the purchaser is on the terms and conditions contained in the Credit Application and Supply Agreement between the purchaser and the vendor.