

20220601

## **TRADING TERMS & CONDITIONS**

### **1. DEFINITIONS**

*In the following terms of trade, the 'Seller' means Proud Products Pty Ltd and the 'Buyer' means the person or entity purchasing Goods or services.*

*'Goods' means any items of whatsoever nature which is sold by the Seller to the Buyer.*

*'Service' means any service of whatsoever nature which is performed and/or supplied by the Seller to the Buyer.*

*'FOB' means Free on Board*

*'FIS' means Free into Store*

*'Price List' means Proud Products standard price file*

*'COD means Cash on Delivery/Pick Up*

### **2. SCOPE OF CONTRACT**

*The Buyer is subject to these Terms & Conditions which shall form the basis of the entire agreement between both parties. A contract for the sale of Goods and/or Services from the Seller to the Buyer is formed when the order is received and accepted by the Seller. These are the only contractual terms which are binding upon the Seller, unless otherwise agreed in writing by the Seller and those, if any, which are imposed and which cannot be excluded by law. These conditions supersede any other terms that may appear on any purchase order, proposal, quote or other document related to the provision and supply of Goods.*

### **3. PRICING**

*The prices charged and payable to the Seller will be the prices current at the date of the Goods being delivered as agreed upon on the Seller's current internet wholesale Price List. The Seller will endeavour to maintain the price file but has the right to change prices as needed based on market fluctuations. This may be up or down in prices. In the case of any private label or export sales the Sellers prices are deemed to be FOB prices only and not including any terminal, freight, duty, excise, raw material changes, packaging changes or other government and shipping imposts and charges. All prices quoted are excluding GST, unless stipulated.*

### **4. PRODUCT GUARANTEE & WARRANTY**

*All of Proud Products Pty Ltd manufacturing processes and trading is governed under the ISO-9001 Quality Assurance standards. This ensures consistent quality of service and Goods.*

*All products manufactured by Proud Products Pty Ltd carry a 24--month product warranty.*

*Please observe the date of manufacture on product. Goods kept in the ideal environment that are outside this date are still suitable for use; however please contact the Seller directly for further information.*

### **5. STOCK RETURN**

*Please contact the Seller for approval before attempting any returns. once return has been approved, please ensure the stock is in good order and in re-saleable condition, otherwise the return may not be accepted or credited.*

*A re-stocking fee of 20% applies.*

*Freight on returns for credit is payable by the Buyer.*

### **6. BATCH NUMBERING**

*The Seller, Proud Products Pty Ltd, under its ISO9001 Quality Assurance accreditation, will create a batch number that relates too and allows each individual product to be traceable back to its date of manufacture. Batches are recorded as a 6-digit number.*

*For more Terms and Conditions, follow this link: <https://www.eucaonline.com.au/terms-and-conditions>*

## **ONLINE WHOLESALE - TERMS & CONDITIONS**

## 1. TERMS

Unless otherwise agreed to in writing by the Seller all payments will be COD or cash payment via Credit Card/PayPal or Bank Transfer;

- a. For warehouse / factory dispatch. – order raised by email [sales@proudproducts.com.au](mailto:sales@proudproducts.com.au)
- b. On Line direct payments only for all orders made online via the website payment system.

## 2. RAISING AN ORDER

Buyers have two ways to raise an order;

- a. Via the "Wholesale" section of [www.eucaonline.com.au](http://www.eucaonline.com.au) (special sign on provided). Once online, Buyers can select and purchase / pay for any items required for delivery. A purchase order will be created and emailed to the Buyer and [admin@proudproducts.com.au](mailto:admin@proudproducts.com.au) .
- b. Email directly to the factory via [sales@proudproducts.com.au](mailto:sales@proudproducts.com.au) with a list of products intended for purchase, with a PO# , delivery address, contact phone number/s, method of preferred payment plus any preferred method of freight.

## 3. PACKING AND HANDLING

The Seller has set standard carton sizes for delivery based on the number of units ordered. Items will be securely packed and protected in transit. Depending on order size, you may receive multiple boxes. Orders can consist of one single unit of anything, does not need to be carton lots.

## 4. DELIVERY

- 4.1. No minimum order required.
- 4.2. Each order will have freight calculated for delivery based on weight and volume. Freight charges will always apply. Buyer has the choice with factory direct to choose their own freight carriers.
- 4.3. For far remote locations, a secondary delivery point or depot may be required, then the Buyer is responsible for all delivery costs from this secondary point to final location.
- 4.5. The Seller is open to work with all Buyers to resolve the best options for all parties involved with delivery options for all locations. We will always find a way to get stock to you,
- 4.6. If a wholesale on line website order exceeds a point in order size / volume that is illogical to send as Wholesale Online, the Seller will contact the Buyer to revert the order/s to Factory Direct/warehouse terms. e.g., if the order reaches a volume that is cheaper to send via pallet/s delivery. NOTE: Buyer must have access to pallet delivery. i.e., forklift on delivery site.
- 4.7. RISK: THE RISK IN THE GOODS WILL PASS TO THE BUYER UPON ACTUAL DELIVERY TIME AND DATE
- 4.8. POD will be proof of delivery - Buyer to not accept delivery if any issues are noted.
- 4.9. All website orders are packed with "Authorised to leave if unattended" if this is not required, please notify before order is packed. Add to notes on the checkout at ordering and / or email once order is raised [sales@proudproducts.com.au](mailto:sales@proudproducts.com.au)

## 5. LEAD TIMES FOR DELIVERY

Due to recent market changes due to pandemic, weather and world issues in oil prices, delivery window matrix's have been very difficult to keep steady or predict. We offer these below, but cannot guarantee other forces will not change these time lines.

All lead times for delivery are expressed in the number of working Business days from receipt of an order to actual delivery to the location.

Day 1 commences when the order is transferred to the Seller. Orders after 2pm will have lead times starting from the next business day.

STATE	METRO	COUNTRY
VIC	3 to 4 Working Days	5 Working Days
QLD, NSW & TAS	5 to 7 Working Days	9 Working Days
SA	5 to 7 Working Days	9 Working Days
WA & NT	* 7 + Working Days	*7 + Working Days

NOTE: \* denotes Long Distance Freight – at times delays can be expected which are out of control of the supplier. The supplier will do its best to inform and update the Buyer, once known.

## 6. PROCEDURE FOR CLAIMING DAMAGED GOODS/SHORT SUPPLY

We recommend you thoroughly check each delivery on arrival for short supply and any damage to Goods: i.e., drums, cartons,

stock in cartons etc. Look for signs of any leakage or damage to tins or plastic bottles. Should any Goods be received damaged or short supplied the Buyer should contact the Seller via email or phone within 24 hours. Call 03 8368 2522 or email [admin@proudproducts.com.au](mailto:admin@proudproducts.com.au)

Seller to note all issues with delivery.

If a written claim is not received by the Seller within 7 days of delivery it is assumed that the Goods arrived in good condition. Claims for credit will not be recognised after 7 days from the delivery date, unless prior arrangement and agreement with management.

---

## **FACTORY DIRECT - TERMS & CONDITIONS**

### 1. TERMS

All payments will be COD (upon pick up) or, once approved in writing, for Nett 30 days from end of month of the Goods being delivered to Buyer. Should the Buyer delay or default in payments to the Seller, the Seller will have the right, in addition to all other legal rights conferred by law, to charge interest at the rate of two percent (2%) based on the rates charged by the Sellers banks for overdraft funds. Interest will be calculated from the date payment is due to the date of the account being brought up to date. If in the Seller's opinion, the Buyer's financial status is deemed unsatisfactory, the Seller reserves the right to request payment for the Goods in cash as COD.

### 2. RAISING AN ORDER

All purchase orders can be emailed to [sales@proudproducts.com.au](mailto:sales@proudproducts.com.au) . Phone orders will not be taken.

Clearly state items required, part numbers and quantity to be ordered, delivery address, phone numbers for contact, contact person's name plus also Please also state your exact plans for delivery (pick up, freight by Seller, freight by Buyer).

### 3. PROMOTIONAL ORDERS (or orders containing promotional lines)

All orders that contain AGREED promotional lines must be clearly marked with the promotion Name and/or date of promotion. Where possible please apply the agreed promotional price within the actual order to avoid claims at a later date.

Please also add any additional information that can help the order to be processed quickly in the comments.

#### 4. PACKING AND HANDLING

The Seller has set Standard carton sizes, cartons per pallet layer and maximum cartons per pallet. These are available upon account set up and request. Any changes to these carton quantities or requests for individual unit orders not divisible by current set carton sizes will incur a 20% packing and handling charge on whichever item is affected.

### Factory Direct is dispatched in full carton lots, not broken quantities.

#### 5. DELIVERY

5.1. METRO: Is regarded as the main east coast metropolitan capital city areas only – **it does not include Hobart, Adelaide, Perth, Darwin or other outer lying city areas.**

5.1.1 METRO: No minimum order value for Factory Direct Pick Up by Buyer.

5.1.2. METRO FOB: For all Buyers in the Melbourne metro areas, the Seller offers a FOB or pick up service at our factory in Altona. Buyers need to advise their freight company details, contact person, phone number and freight billing account details in advance to allow the Seller to book pick-ups to suit our dispatch. Any other arrangements need to be agreed and confirmed with Proud Products accounts in writing beforehand.

5.1.3. METRO QUOTE: For all Metro orders the Seller can quote the cost to deliver the Goods at the Buyers expense using the Sellers freight, the quote will be based on the order weight and volume plus general transport charges including the insurance of goods and fuel excise.

5.1.4. METRO FIS \$1000 ex GST (Free into store) If order is less than the FIS a surcharge will be applied to the order.

5.2. ALL OTHER LOCATIONS: Is regarded as all other areas not included in 5.1.

5.2.1. FOB: The Seller offers a FOB option if you prefer to arrange and use your own freight carrier for pick-up and delivery. Buyers need to advise their freight company details, contact person, phone number and freight billing account details in advance to allow the Seller to book pick-ups to suit our dispatch. Any other arrangements need to be agreed and confirmed with Proud Products accounts in writing beforehand. Insurance of goods is under the Buyers responsibility. Note, for "ALL OTHER LOCATIONS " via FOB, these orders over \$1000.00 ex GST - Proud Products offers a 5% discount.(strictly FOB only)

5.2.2. QUOTE: Where the Seller is to quote the cost to deliver the Goods at Buyers expense using the Sellers freight, the quote will be based on the order weight and volume plus general transport charges including the insurance of goods and fuel excise.

5.2.3. NEAREST CAPITAL CITY TERMS / BUYERS ON-FORWARD ARRANGEMENT: The Seller can ship as outlined under the above to the Buyer's nominated Capital City delivery point, where then the Buyer takes full responsibility for the Goods from that point onwards. Buyers need to advise delivery point details, contact person and phone number in advance to allow the Seller to book pick-ups to suit our dispatch. Any other arrangement needs to be agreed and confirmed with Proud Products accounts in writing prior to dispatch.

5.3. RISK: Unless otherwise agreed to in writing, the risk in the Goods will pass to the Buyer upon;

5.3.1. Loading of Goods onto the Buyers arranged carrier (FOB pick up)

5.3.2. Delivery to the Buyer under FIS or Sellers arranged freight (Quote)

5.4. TITLE: Ownership of Goods supplied by the Seller to the Buyer will not pass to the Buyer until all Goods under the terms of this contract have been paid in full.

5.5. REMOTE LOCATIONS: The Seller is under no obligation to sell to any Buyer if the trading arrangement is not financially viable.

**6. LEAD TIMES FOR DELIVERY**

All lead times for delivery are expressed in the number of working Business days from receipt of an order to actual delivery to the location. These are estimates only, real life may differ and be earlier or later depending on circumstances.

Day 1 commences when the order is transferred to the Seller. Orders after 2pm will have lead times starting from the next business day.

STATE	METRO	COUNTRY
VIC & NSW	5 to 7 Working Days	7 to 9 Working Days
QLD & TAS	7 to 9 Working Days	9 to 12 Working Days
SA	7 to 9 Working Days	9 Working Days
WA & NT	*10 + Working Days	*14 + Working Days

NOTE: \* denotes Long Distance Freight – at times delays can be expected which are out of control of the supplier. The supplier will do its best to inform and update the Buyer, once known. STATE

NOTE: These times are a guide only and, in most cases, will be less - out of stocks or back orders can delay all or part of an order.

**7. PROCEDURE FOR CLAIMING DAMAGED GOODS/SHORT SUPPLY**

We recommend you thoroughly check each delivery on arrival for short supply and any damage to Goods; i.e., drums, cartons, stock in cartons etc. Look for signs of any leakage or damage to tins or plastic bottles. DO NOT ACCEPT DELIVERY OF ANY GOODS THAT LOOK DAMAGED. Should any Goods be received damaged or short supplied the carrier's consignment note must be marked accordingly. NOTE the term "subject to Check" on carrier's consignment note will not be deemed acceptable.

Claims for damaged Good will only be followed up if the Goods were carried by the Sellers nominated carrier.

If Goods are being delivered by your nominated carrier at your expense it is your responsibility to notify your carrier if Goods are not received in acceptable condition.

If a written claim for credit is not received by the Seller within 7 days of delivery it is assumed that the Goods arrived in good condition.

**CUSTOMER INFORMATION FOR COD ACCOUNT APPROVAL**

**NOTE for 30 Day account – 3 references are required**

Date of Application: \_\_\_\_ \ \_\_\_\_ \ \_\_\_\_

Customers Full Trading Name: \_\_\_\_\_

Registered Business Name (if different to above): \_\_\_\_\_

Customers Brand/s: \_\_\_\_\_

ABN: \_\_\_\_\_

Are you a member of a buying group? YES / NO?

If yes, please specify which group & Account Number: \_\_\_\_\_

Registered Business Address:


Postal Address (if different to above):


Delivery Address (if different to above):


Nature of Business + some background about your business:


Date Business Commenced Trading: \_\_\_\_ \ \_\_\_\_ \ \_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Main Contact:



---

Email:

---

2nd Contact (accounts):

---

Email:

---

---

Date Signed: : \_\_\_\_ \ \_\_\_\_ \ \_\_\_\_

Signature of authorised person: \_\_\_\_\_

Name (Print) of Authorised person: \_\_\_\_\_

---

PROUD PRODUCTS Pty Ltd

BANK DETAILS: Westpac Bank

ACCOUNT NAME: Proud Products Pty Ltd

BSB NUMBER: 033-037

ACCOUNT NUMBER: 313 642

To apply for Nett 30 days payment terms, we require 3 current trade references. Please provide a name, phone number and current email address on a separate document.

Please note that PayPal & Credit Card facilities are also available. We accept MasterCard and Visa.

Should you require any additional information please do not hesitate to contact our office on below phone number or email.

Phone: (03) 8368 2522 or 1300 722 172 Email: admin@proudproducts.com.au Website: www.eucaonline.com.au