

GENERAL 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

'COD' means Cash on Delivery/Pick Up

'Price List' means Proud Products standard price file

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 12--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 15% applies. Freight on returns for credit will only be payable by the Seller if approved by Proud Products Management.

The carrier for all returns is to be nominated by the Seller.

6. BATCH NUMBERING

The supplier, 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 it's date of manufacture. Batches are recorded as follows:

1. 6-digit number.
2. First digit is the number of batches on that particular day of that particular product.
3. Second digit is the manufacture year shown as one digit - e.g. 2015 is shown as a '5' and 2016 is shown as a '6'.
4. Third and Fourth digits are the month of that year - e.g. January is shown as '01' and December is shown as '12'.
5. The Fifth and Sixth digits are the day of that month - e.g. '01' would be the first of the month and '22' would be the 22nd of that month.

EXAMPLE: A batch made on the 9th of May, 2015 would be 150509.

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

ONLINE WHOLESALE TRADING TERMS & CONDITIONS

1. TERMS

Unless otherwise agreed to in writing by the Seller all payments will be COD or cash payment via Credit Card/PayP:al or Bank Transfer as per the wholesale online payment system.

2. RAISING AN ORDER

Buyers are to access the "Wholesale" section of www.eucaonline.com.au (special access provided).

Once online, buyers can select and purchase any items required for delivery. A purchase order will be created and emailed to the buyer and admin@proudproducts.com.au.

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 unit of anything as long as the MIN FIS of \$200 is met.

4. DELIVERY

4.1. FIS DELIVERY - MINIMUM ORDER \$200.00 ex GST (TERMS & CONDITIONS APPLY)

- 4.1.1. Min order value is \$200 inc GST. The online system does not allow an order to progress if below \$200.
- 4.1.2. The Seller is under no obligation to sell to any Buyer if the trading arrangement is not financially viable. Examples being far remote locations that require higher freight costs to deliver.
- 4.1.3. For remote locations, if a secondary delivery point or depot can be used and is still viable for the seller to send under point 4.1, then the buyer is responsible for all delivery costs from this secondary point to final location.
- 4.1.4. 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, just some locations may require extra freight charges.
- 4.1.5. It would seem logical to use Factory Direct/warehouse terms if the Buyer reaches or exceeds the warehouse terms minimum for FIS terms. e.g. if the order reaches a volume that is cheaper to send via pallet delivery.

4.2. RISK: THE RISK IN THE GOODS WILL PASS TO THE BUYER UPON ACTUAL DELIVERY TIME AND DATE

- 4.2.1. POD will be proof of delivery - Buyer to not accept delivery if any issues are noted.

5. 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.

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	REGIONAL
VIC	2 to 3 Working Days	4 Working Days
QLD, NSW, & TAS	4 Working Days	5 Working Days
SA	4 Working Days	6 Working Days
WA & NT	5 Working Days	7 Working Days

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.

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 sales@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 TRADING TERMS & CONDITIONS

(\$200 Min does not apply. See below)

1. TERMS

All payments will be COD (upon pick up) or once approved in writing 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. Phone orders will not be taken.

Clearly state items required, part numbers and quantity to be ordered. 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.

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 metropolitan capital city areas only - not including Hobart, Perth, Darwin or other outer lying city areas.

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

5.1.2. 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. QUOTE: Where orders are under the Metro FIS minimum, 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.

5.2. COUNTRY & FAR COUNTRY: Is regarded as all other areas past the main outer lying Metropolitan capital city areas. (includes Hobart, Perth, Darwin, Tasmania, Western Australia, Northern Territory and Far North Queensland).

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 conformed with Proud Products accounts in writing beforehand. Insurance of goods is under the Buyers responsibility. Note, for all Country & Far Country FOB orders over \$700.00 +GST - Proud Products offer a 10% discount.

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. METRO 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)

5.2.2. 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. Examples being far remote locations that require higher freight costs to deliver.

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.

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	REGIONAL
NSW & VIC	7 Working Days	8 Working Days
QLD & TAS	7 Working Days	10 Working Days
SA	5 Working Days	8 Working Days
WA & NT	10 Working Days	13 Working Days

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.