



# TERMS & CONDITIONS

## BENSONS TRADING COMPANY PTY. LTD TRADING TERMS & CONDITIONS, WARRANTY & RETURNS

### ABOUT THESE TERMS AND CONDITIONS

In these Terms and Conditions "we" and "us" means Bensons Trading Company Pty Ltd ABN 11 004 681 609 of 39-45 Swann Drive Derrimut Victoria 3026 and "you" and "your" means you the customer.

These Terms and Conditions together with your order constitute the entire Contract between us and you for the supply of Products. No other Terms and Conditions will apply. The Contract cannot be varied unless we agree to vary it in writing or by email prior to the event.

### PRICING POLICY

All prices stated are in Australian dollars and are net of GST (Goods and Services Tax), unless otherwise advised.

### PRICE CHANGES

All prices are subject to change without notice. These changes will not affect any order that is submitted before price changes are made.

### SHIPPING POLICIES

1. All Shipping instructions made by customer will be honoured where practical and possible;
2. A freight carrier will be at the discretion of us however we will endeavour to source the most appropriate Carrier for each Consignment to offer you the best delivery available.
3. We endeavour to have all orders dispatched within 3-7 business days of receiving an order and or payment. All orders are sent from our Melbourne warehouse. No cancellation will be accepted after delivery has left our warehouse.
4. Certain periods of the year are seasonably busy and deliveries may be delayed slightly.
5. If for any reason we are unable to ship your order within this time frame, we will notify you by email.

### OWNERSHIP AND RISK

1. Ownership of goods purchased by the customer shall pass to the customer once payment is made in full or if all monies owing hereunder
2. In case the customer is a company limited by shares the director/s and/or main shareholder/s will be personally liable for the purchase price and we may initiate legal proceedings for the recovery of the purchase price against the director/s and/or shareholders
3. If a customer fails to pay all or any part of the purchase price of goods on or before the due date for payment, we are authorised to retake and repossess the goods as it deems fit and for this purpose to take any reasonable means to enter into the customer's premises and/or any premises where the goods are located. We assume no responsibility to any collateral damage a customer may incur with the above described act of repossession of goods. Until payment the customer shall hold the goods as Baillie and shall if requested by us keep the goods separate from any other goods of the customer and distinctively mark as the property of the us.

4. Forthwith upon the happening of any one or more of the following events, namely i) if a receiver or a receiver's manager is appointed to any part of the undertaking property or assets of the customer or ii) if any order is made for the winding up or dissolution without winding up of the customer or an effective resolution is passed for winding up of the customer, or iii) if the customer being an individual becomes insolvent or bankrupt or commits an act of bankruptcy we will have the immediate right to retake and resume possession of the goods for which the payment of the full amount of the purchase price has not been made and may exercise such right notwithstanding that the due date for payment of the full amount of the purchase price has not been made and may exercise such right notwithstanding that the due date for payment of the purchase prices of such goods has not then arrived.
5. We shall be entitled to appropriate payments for goods no longer in possession or under control of the customer, unless the customer has previously expressly appropriated payment of the goods and has communicated that appropriation to us in writing. Risk with respect to the goods shall pass to the customer immediately when the goods leave us and our premises.

## RETURNS AND CLAIMS

All claims are to be made to Bensons Trading Company Pty Ltd 39-45 Swann Drive, Derrimut, Victoria 3026.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and failure does not amount to a major failure. If the failure is minor, we reserve our right to offer to repair only. We reserve the right to not offer a refund.

All credit claims must be made in writing – by post, email or fax. Any goods purchased by the applicant from the supplier may only be returned to the supplier where notification of the proposed return of the goods is received within seven (7) days of the date of delivery of the goods to the applicant and the supplier has agreed in writing (by way of a completed Return Authority form) to accept the return and/or credit of the goods. Goods returned as unsuitable will attract a restocking fee of 15% and full freight costs for the return of goods to our warehouse in Melbourne. Invoice payments may not be withheld pending settlement of any outstanding claims or adjustments. Return freight will not be covered by us and will only be accepted if the goods are returned by our preferred freight supplier.

All return and order cancellation claims are subject to final consideration and approval from Bensons management.

Contents in the showbags may vary according to product availability, however replacement items will be at least of equal value to the original item. Due to health and safety standards, we do not accept returns on any confectionery, chocolate or food products. We do not accept return of unsold goods, change of mind, unknown freight costs or products on-sold to third party. We do not issue credits on stock broken in your store.

## PAYMENT TERMS

All invoices issued will express the payment terms on your specific account. Any new accounts will be strictly cash on delivery.

## CREDIT CARD PAYMENTS

We accept Credit Payments via Mastercard or Visa and we reserve the right without notice to on-charge the costs we incur to process these credit card payments.

## LATE PAYMENT PENALTY

We reserve the right to charge interest at a rate of 2 per cent above the prevailing Victorian penalty interest rate on amounts outstanding after thirty (30) days.

## TRADE PRACTICES ACT

Subject to the rights conferred by any State Law or the Trade Practices Act 1974 ("The Act") all conditions and warranties which might be implied in the supply of any goods by us hereby excluded and negated to the

extent permitted by law and to the extent that the Act permits us to lessen its liability for a breach of condition or warranty then our liability is limited to replacement of the goods or the supply of equivalent goods or payment or the cost of replacing equivalent goods for repair of the goods or the payment of the cost of having the goods repaired as the case may be.

## **FREIGHT / MINIMUM INVOICE VALUE**

Freight will be charged on all orders unless specified in writing on a specific account level.

Orders with a value less than \$750 (Minimum Invoice Value) will not be supplied until subsequent orders have been received in aggregate excess of this amount.

Backorders will not be considered if below Minimum Invoice Value.

**Terms and conditions Effective from the 1st February 2023**