



Select*d Terms & Conditions

1 General

The whole of the Agreement between The Trustee for Travel Essentials Unit Trust ABN 80 081 420 687, trading as Select*d ("Select*d"), and the Applicant referred to as the Customer ("Customer") is set out in these Terms and Conditions and any Schedules referred to within, and/or any accompanying Credit Application, as amended from time to time, and those, if any, which are implied and which cannot be excluded by law ("Terms"). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) which are contrary to or inconsistent with these Terms shall not apply nor shall they constitute a counter-offer. By accepting delivery/supply of goods provided by Select*d ("Goods"), the Customer shall be deemed to have accepted these Terms and to have agreed that they shall apply to the exclusion of all others.

2 Payment Terms

- 2.1 Payment is due on or prior to thirty (30) days from the date of invoice rendered in respect of the supply of the Goods unless otherwise stated in writing by Select*d. All payments must be made without deduction, set-off or counter-claim.
- 2.2 If an account is overdue by sixty (60) days or more, Select*d may charge a late payment fee of 4% of the invoiced amount for each 30 day period that the account remains overdue.
- 2.3 Select*d may, at its discretion, place an account that is overdue by forty five (45) days or more on credit hold and / or place any stock due to be dispatched on hold until the account is settled in full.
- 2.4 Select*d is entitled to set-off against any money owing to the Customer amounts owed to Select*d by the Customer on any account whatsoever.
- 2.5 Any payments received from the Customer on overdue accounts will be applied first to satisfy interest which may have accrued, second to reasonable expenses and legal costs referred to in Clause 2.6, and then to principal.
- 2.6 The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by Select*d for enforcement of obligations and recovery of monies due from the Customer to Select*d.
- 2.7 Until full payment has been made for all Goods, all sums outstanding become immediately due and payable by the Customer to Select*d if the Customer makes default in paying any other sums due to Select*d, becomes bankrupt, or commits any act of bankruptcy, compounds with its creditors, has judgment entered against it in any court or, being a company, has a provisional liquidator, liquidator, receiver, receiver manager or administrator appointed, notwithstanding the provisions of any other clause in these Terms.

3 Quotations and Pricing

- 3.1 Prices charged for Goods are those applicable on the date of the invoice. Select*d will use all reasonable endeavours to notify the Customer of price changes prior to invoicing but bears no liability in respect of this.
- 3.2 Select*d may offer a discount in accordance with its policies. Discounts are offered on condition that the Customer observes payment terms in accordance with clause 2.1.

4 Delivery and Supply

- 4.1 At its discretion Select*d may accept or refuse any order by the Customer for Goods.
- 4.2 Orders for goods are subject to availability of stock. Select*d will make reasonable efforts to fulfil accepted orders but is not liable for any failure to deliver or despatch Goods for reasons beyond its control. Select*d accepts no liability for costs incurred by the Customer in consequence of failure to, or delay in, fulfilling an order.
- 4.3 Delivery dates provided by Select*d to the Customer are estimates and Select*d shall not be held liable for failure to deliver at a time or date quoted.
- 4.4 The Customer is deemed to accept delivery of the Goods when delivered to the Customer's premises or specified delivery location.
- 4.5 The risk in Goods will pass to the Customer from the time delivery is made at the Customer's delivery location, whether or not the Customer is aware of delivery.



5 Intellectual Property

- 5.1 The Customer will not do or permit to be done any thing inconsistent with any intellectual property rights of Select*d, including but not limited to any right, title and interest of any nature in any intellectual property, including all trade marks, logos, service marks, trade names, business names, copyrights, designs, patents, processes and other technical know-how, or licence agreements or other arrangements.
- 5.2 In accordance with their intended use, purpose and guidelines, the Customer agrees to store, display and promote the Goods for the duration of the shelf life of the Goods. The Customer agrees that it will not alter, deface, obscure or otherwise interfere with the packaging, arrangement or format of the Goods, or any related marketing materials supplied by Select*d, in a manner contrary to the intellectual property rights of Select*d.
- 5.3 The Customer agrees not to pass Select*d Goods, property or related marketing materials to any party that is or would likely be considered a direct competitor.

6 Notification

The Customer must notify Select*d in writing within seven (7) days of:

- 6.1 Any alteration of the name or ownership of the Customer.
- 6.2 The issue of any legal proceedings against the Customer.
- 6.3 The appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the Customer.
- 6.4 Any change in the ownership of the business name of the Customer. The Customer agrees that it shall be liable to Select*d for all Goods supplied to the new owner by Select*d until notice of any such change is received.

7 Warranties

No warranties except those implied and that by law cannot be excluded are given by Select*d in respect of Goods supplied. Where it is lawful to do so, the liability of Select*d for a breach of a condition or warranty is limited to the repair or replacement of the Goods, the supply of equivalent Goods, the payment of the cost of repairing or replacing the Goods or acquiring equivalent Goods, as determined by Select*d.

8 Force Majeure

Select*d shall be released from its obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the control of the parties renders provision of the Goods impossible, where all money due to Select*d shall be paid immediately and, unless prohibited by law, Select*d may elect to terminate the Agreement.

9 Failure to Act

Failure by Select*d to enforce or insist upon the timely performance of any term, condition, covenant or provision in these Terms, or to exercise any right or remedy available under these Terms or at law, or failure to insist upon timely payment of monies when due or to demand payment of any charges or fees which accrue under these Terms shall not constitute a waiver of rights held by Select*d to enforce the Terms.

10 Legal Construction

- 10.1 These Terms shall be governed by and interpreted according to the laws of Victoria and Select*d and the Customer consent and submit to the jurisdiction of the Courts of Victoria.
- 10.2 Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.



SCHEDULE: Claims and Cancellations

11 Claims for Lost / Damaged Goods

- 11.1 Select*d may accept claims for Goods lost or damaged in transit.
- 11.2 The Customer must notify Select*d in writing within 5 days of the estimated or actual delivery date for the Goods.
- 11.3 In order to respond to claims for damaged or lost Goods the Customer agrees to promptly supply Select*d with details to verify the identity of the Goods and the nature and extent of loss or damage. This may include images of or samples of the Goods in question.

12 Cancellation of an Order for the Goods

- 12.1 At its discretion, Select*d may accept the cancellation of an order for the Goods.
- 12.2 Order cancellation requests must be:
 - 12.2.1 in writing from a duly authorised representative of the Customer; and
 - 12.2.2 within six (6) hours (on consecutive business days) from the time the order was received by Select*d.
- 12.3 Any reasonable costs or charges incurred by Select*d in relation to the cancellation of an order may be charged to the Customer.
- 12.4 Orders cannot be cancelled once the Goods have been dispatched, nor for Goods received by the Customer.