

CHALET Essentials Pty Ltd (**CHALET**)
ABN 68098740777

TERMS AND CONDITIONS OF TRADING

1. INTRODUCTION

1.1 Application of these Terms and Conditions

These Terms and Conditions are incorporated into any contract between CHALET and customer for the supply of goods and/or services by to the customer.

1.2 Interpretations

In these Terms and Conditions:

"CHALET" refers to CHALET Essentials Pty Ltd

"Business Day" means a day on which Banks are open for general banking business in the State or Territory in which CHALET's premises are located.

"Goods" means final goods produced by CHALET by completing the order.

"Order" means the work to be done in order to fulfill the customer's instructions.

1.3 General

In these Terms and Conditions, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) a reference to a clause is a reference to a clause of these Terms and Conditions;

(c) a reference to a party to these Terms and Conditions or any other document arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;

(d) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

(e) a reference to a period of time (including, without limitation, a year, a quarter, a month and a day) is to a calendar period.

1.4 Headings

In these Terms and Conditions, headings are for convenient

reference only and do not affect interpretation.

1.5 Business Day

If the day on which any act, manner or thing is to be done under this agreement is not a Business Day, that act, matter or thing :

- (a) if it involves a payment other than a payment which is due on demand, must be done on the preceding Business Day, and
- (b) in all other cases, may be done on the next Business Day.

2. PAYMENT TERMS

Deposits are due with placement of order and are non refundable unless otherwise agreed.

2.1 Charges

When the order has been completed, CHALET may issue an invoice to the customer for the amount of the Estimate or, if no Estimate was made, an amount representing CHALET's charge for the work done, and for any of the other charges specified in clause 2.2 . If permitted by these Terms and Conditions, CHALET may, at other times, issue invoices to the customer.

2.2 Charges additional to quoted price

In addition to the amount of Estimate, CHALET may charge to the customer,

- (a) the amount of any GST payable on:
 - (i) the Goods;
 - (ii) any Goods produced in the course of performing the Order.
- (b) fees for any preliminary work performed at the customer's request;
- (c) fees for additional work required to be done as a result of the customer changing his, her or its instructions;
- (d) fees for having to work off poor copy,
- (e) freight cost and charges;

2.3 GST Exemptions

All GST exemptions must be supported by written orders or exempted Exemption Certificates before dispatch.

2.4 Payment

Unless CHALET and customer agree otherwise, the customer must, within 30 days of receiving CHALET's invoice, pay to CHALET the total amount set out in the invoice. If failure to pay according to the terms of the agreement causes this account to be assigned or referred to an attorney for collection, buyer agrees to pay seller's collection and/or attorney fees and all court costs.

2.5

If the purchaser makes default in any payment or commits any act of bankruptcy or being an incorporated company passes a resolution for winding up or a Summon is presented for its winding up or any of the events referred to in section 460 of the Corporation Law occur then all moneys owing to CHALET on any account whatsoever irrespective of whether the due date as per invoice has occurred shall become immediately due and payable.

2.6 Interest

The purchaser shall pay Interest on all overdue payments at the rate of 2 % per month (or such lesser rates as per CHALET may specify) from the due date for payment until the date that payment is actually made.

2.7 Advance and progress payments

CHALET may:

- (a) if CHALET has not previously done work for the customer, issue an invoice for the amount of the Estimate before commencing the order.
- (b) if completing the order will take more than a month, at any time before the order is completed, issue one or more invoices for a proportion of the amount of the estimate (the proportion to be at CHALET discretion) or require a proportion of the Estimate to be paid in advance of any work being done.

3. Deliveries

3.1

CHALET will make all reasonable efforts to have the goods delivered to the purchaser on the requested or agreed delivery date but CHALET shall be under no liability whatsoever should delivery not be made on this date.

3.2 CHALET reserves the right to make part deliveries of any order and invoice accordingly.

3.3 Notification CHALET must notify the customer when the Goods are ready for collection.

3.4 Collection

Unless CHALET and the customer agree otherwise, the customer must collect the Goods from CHALET's premises upon being notified by CHALET that the Goods are ready for collection.

3.5 Rejection

The customer may only reject the Goods if they do not comply with the customers instructions. If the customer wishes to reject the Goods, the customer must notify CHALET of the rejection;

- (a) if CHALET is required to deliver the Goods to the customers premises -within 7 days of delivery.
- (b) otherwise-within 7 days of notification that the Goods are ready for collection.

3.6 Risk

The risk in the Goods passes to the customer:

- (a) if CHALET is required to deliver the Goods to the customer's premises - at the time of delivery,
- (b) otherwise - at the time CHALET notifies the customer that the Goods are ready for collection.

If the customer is entitled to reject the Goods and rejects the Goods in accordance with these Terms and Conditions, risk reverts to CHALET at the time the customer notifies CHALET that the Goods are rejected.

4. PROPERTY IN THE GOODS

Property in the Goods shall remain with CHALET and CHALET reserves the right to dispose of the Goods until such time as:

- a.) Full payment is made by the purchaser to CHALET for the Goods the subject of this contract: or
- b.) The purchaser sells the Goods to his customer in the ordinary course of business.

5. EXCLUSIVE TERMS AND CONDITIONS

5.1

Unless otherwise agreed in writing by CHALET and not withstanding any terms appearing in documentation provided by or on behalf of the purchaser, the terms appearing herein shall be incorporated by implication into all agreements by CHALET to supply the purchaser with Goods.