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Hotels + Health care + Aged care + Clubs + Resorts + Corporate + Government + Compliance reporting

UNIVERSAL FOODSERVICE DESIGNS PTY LTD. CONDITIONS OF SALE

1. Definitions: In these conditions the following expressions shall have the meanings: "**The Company**" means UNIVERSAL FOODSERVICE DESIGNS PTY LTD. (ABN 21 147 307 211). "**The Customer**" means the persons, firm or company from whom the order is received or its legal assigns or successors. "**The Goods**" means those items specified in the Customer's order accepted by the Company and outlined by the company in its fee proposal submission. "**The Contract**" means the agreement between the Company and the Customer for the supply of Goods as noted in the companies fee proposal submission.
2. No variation of the following Conditions shall bind The Company, unless made in writing and signed by UNIVERSAL FOODSERVICE DESIGNS MANAGEMENT.
3. All orders made by the Customer must be in writing and orders will only be accepted by The Company in writing (either in electronic or hardcopy form).
4. Unless otherwise expressly provided in the Contract the price to be paid by the Customer to the Company is strictly net thirty (30) days after the invoice is dispatched from the Companies office. In all cases payment shall be in Australian Dollars and will be inclusive of all Australian Federal Government taxes.
5. UNIVERSAL FOODSERVICE DESIGNS PTY LTD will not offer or extend credit terms in any form on any documentation, drawings and services provided to the Customer by the Company, unless agreed to in writing prior to the Contracted works commencing.
6. Until the Company has been paid in full for all documentation, drawings and services (Goods) supplied by it to the noted Customer under any Contract, the following shall apply at all times:
 - a) The property in the Goods shall remain in the full and legal procession of The Company.
 - b) Where payment is made by means of a bill of exchange, cheque or other negotiable instrument, the Company shall not be deemed to have received payment for the purpose of this clause until the bill of exchange, cheque or other negotiable instrument has been offered on presentation for payment and the Company has received value for it.
7. The Customer's power of sale shall automatically cease if a receiver is appointed over any, or all of the assets or undertaking of the Customer or a winding up order is made against the Customer or the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy.
8. Disputed Amounts:
 - a) The Customer must notify in writing The Company of any disputed invoice within fourteen (14) days of the relevant statement for the Goods. If there is an amount in dispute, the Customer must still pay all of the undisputed amounts when they fall due for payment as outlined in The Companies dated invoice.
 - b) Any costs incurred by The Company in demanding, collecting and enforcing legal judgements for monies due and payable (including without limitation, the fees of mercantile agents or lawyers appointed by the Company) must be completely paid in full by the Customer to The Company or its representatives.
 - c) If the Customer does not pay a invoice for Goods in full or fails to pay the sum specified in The Companies remittance advice, then The Company is obliged to take all necessary action at its expense to reconcile payments due to the Customer.
9. The Company will not be liable in any circumstances whatsoever to the Customer for the following:
 - a) The loss of any profits, trade, perishable and non perishable goods or contracts suffered by the Customer.
 - b) Any loss or damage in circumstances over which the Company has no control.

10. Change in Business Structure or Ownership. The Customer must give The Company seven (7) day's written notice regarding any:

(a) changes in the Customers business structure or corporate structure;

(b) changes in the ownership of the customers business; or

(c) sale of part or all of the Customers business.

11. Where appropriate, the singular shall include the plural, the plural the singular and where there are two or more persons comprised in the definition of the Customer, then the obligations imposed herein on the Customer shall be deemed to be joint and several.

12. These General Conditions and the contract to which they relate must both be interpreted and governed by the law of the State of New South Wales and the Commonwealth of Australia as applicable. If a dispute arises in relation to these General Conditions, or the contract to which they relate, the dispute must be subject to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.