

## TERMS AND CONDITIONS

The **intention** here is to make sure we **communicate** the way we will do business with you and the **conditions** that we are putting on **the sale** of our products to the public, fundraisers, wholesalers and retailers. We've **avoided** as much of the **confusing "legal speak"** as possible to try to keep things **fair and simple**. If you feel there are **any conditions** you are not able to meet, or are **unsuitable** to you, please just run them by us **before we start dealing together** and we will do our best to accommodate an **alternative way** of working with you.

To cut out any ambiguity the following terms refer to the entity The Professors Tasty Technology Pty Ltd - "we", "us", "The Professors", "The Professors Shop". The following terms relate to the client dealing with The Professors Tasty Technology - "you", "your", "the client"

For **years we have enjoyed mutually satisfying dealings** with both suppliers and clients, however we have also encountered people and organisations that have forced us to include some legal realities in our terms and conditions. To that end, please note that in dealing with The Professors Tasty technology Pty Ltd you **understand and agree to the all** of the following terms and conditions;

### 1 Order notice period and cancelling an order

We **prefer** orders to be placed with **as much notice as possible** so we can ensure we have enough time to prepare and **deliver** your units of stock to you. However, we typically have a good level of stock on hand and can **normally react swiftly to urgent orders**. We typically **dispatch from our warehouse on the the east coast** of Australia and so customers situated in the far north and west coast of Australia should be conscious of the additional transit times when planning. We **do not warrant delivery times or schedules in any way** as the couriers we use do not provide guarantees.

**Orders may be cancelled prior to the stock leaving our warehouse, without any penalty or fee.** However, we **reserve the right** to charge the client for any transportation costs associated with **orders cancelled** after the stock has left our warehouse.

### 2 Stock and Payment

Stock sent to clients remains the property of The Professors Tasty Technology Pty Ltd. **until paid for in full by the client.**

**Invoice terms vary from client to client** and, sometimes even from invoice to invoice. Accordingly, the **due date to be observed by the client** is the one listed **on each invoice** issued and payment in full is due on, or before, this date. If for any reason an invoice or payment notice is issued by The Professors Tasty Technology without a due date, then the due date is set at 7 days after the issue of the invoice or payment notice

If an invoice becomes overdue we **reserve the right** to apply **interest to overdue invoice** at the rate of **2.5% per month**, compounding **from the due date of the invoice.**

The client will be liable for any and all **fees involved in the collection of unpaid invoice moneys** including, but not limited to, **debt collection and legal recovery fees**. If your debt is not paid in full and we consider your debt unrecoverable, we reserve the right to register you and your organisation with CRA and other appropriate debt default registers.

### 3 Minimum order value and returning unsold units

Any units sold, unless specifically stated as no returns on the invoice, or at the point of sale, **are able to be returned if unopened** and returned in **full resalable condition**. If the product was sold as part of a display unit group, then the **display unit must be unopened** for the product to be returned. Items sold as individuals **must simply not have their outer packaging** soiled or broken and the returned product must be in in a resalable condition to be eligible as a return.

The option to return unsold stock strictly **expires 6 months after it was dispatched from our warehouse** or 3 months prior to the expiration of the products Best-Before date. We **reserve the right** to recall products for return from you with 14 days notice at any time. We **reserve the right** to revoke your **option to return products** if you have not returned them inside of 14 days notice..

### 4 Food and product safety

Where you are selling or consuming our products, it is **your responsibility** to keep it them **safe** from damage, being soiled, contaminated, stolen, coming into contact with allergen sufferers or under-age or inappropriate consumers, etc. - In short, it is **your responsibility** to keep the stock safe from theft, damage and contamination and people considering purchase of the stock **safe from health or physical risk**.

### 5 Suggested prices

We are happy to give you **suggested selling prices** on the basis of our experience. On some products however, it is completely **up to you** as to whether you **accept that pricing** suggestion or choose an **alternative selling price** (Higher or lower) that you might feel is more **appropriate to your environment**. You might also choose to use another **basis like combined price offers** (buy 5 and get one free) or bulk discounts. **It's totally your choice** and we feel you will be the best judge of what will work in your retail environment or fundraiser.

### 6 Deliveries

We can **deliver anywhere in Australia** as we **use large external courier companies** and **Australia post** where needed.

We are typically able to **deliver directly** to schools, kindys, shops, warehouses, businesses, and residential addresses. However, our couriers can **only deliver on working business days** and are **unable to arrange specific delivery times**. We reserve the right to request that our delivery agents **leave stock in your absence**.

**Although there are very few, some** remote rural locations may only have depot pick-up available on deliveries and collections.

Please note that we **reserve the right** to **pass on couriers fees** where the **delivery could not be made** because of **refusal to accept**, or an **incorrect address supplied**, or **stock is not made available for collection**.

### 7 Our products and advice

We want your **sales of our products to be successful** and will help as best as we can, but the **responsibility** for making your sales **a success always lays with you** and we can never guarantee a specific financial outcome.

**No financial**, budgeting, forecasting, taxation, legal or **statutory obligations** or other types of **conclusions** can or **should be drawn** from anything we provide you or any comments we make. Please **seek your own independent professional advice** on any matters that you are **unsure or concerned about**.