



The UBEECO™ Group Pty Ltd

Terms & Conditions

ABN 59 151 799 781

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The Customer agrees that the supply of products by The UBEECO Group Pty Ltd (also trading as UBEECO Packaging Solutions) herein referred to as UBEECO is subject to these terms which may be amended by UBEECO from time to time by notice. This document supersedes all previous terms and conditions.

PRICE AND ORDERS

- 1.1 The Customer will place Orders with the UBEECO in accordance with UBEECO's processes as advised to the Customer from time to time. UBEECO may, at its discretion, reject any Order.
- 1.2 The Customer will pay to UBEECO the Price for the Goods in accordance with clause 6.
- 1.3 The Price will be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes or duties are expressly included in the Price.
- 1.4 UBEECO may change the Price for the Goods at any time on giving prior notice to the Buyer. Any change to the Price will apply to all Goods delivered on or after the date specified by UBEECO in the notice to the Customer. If no date is specified in the notice, the change will be effective immediately for all Goods delivered after the date of notification, and whether or not an Order for the Goods had already been received and accepted prior to the change.
- 1.5 There is no obligation on UBEECO to enquire as to the authority of any person placing an Order on behalf of the Customer.

PAYMENT

- 2.1 Payment by approved Customers is to be made within 30 days from date of invoice.
- 2.2 Interest at the rate of 10% per annum may be charged by UBEECO on all overdue amounts.
- 2.3 Credit card payments will incur a fee of 2%, UBEECO will only accept Visa and Mastercard payments.

COSTS OF ENFORCING TERMS

- 3.1 The Customer must also pay any costs incurred by UBEECO in enforcing its rights under these terms and conditions including cheque fees, commission, legal expenses (on an indemnity basis) and any other incidentals which will be added to the outstanding account.
- 3.2 UBEECO may at its sole discretion appropriate any payment from the Customer to any outstanding amount then due.

CREDIT LIMIT

- 4.1 The credit limit is the amount notified to the Customer from time to time by UBEECO.
- 4.2 UBEECO reserves the right to refuse the supply of goods on credit in the event that the Customer exceeds the credit limit.
- 4.3 At any time UBEECO can use its absolute discretion to alter the credit limit without having to give reasons for its actions.

SUB-CONTRACTING

- 5.1 UBEECO may, in its absolute discretion, sub-contract the supply and/or delivery of the goods.

PURCHASE PRICE

- 6.1 Prices exclude all government imposts, levies and duties (including any GST or equivalent) and the cost of packaging, all which shall be to the Customer's account.
- 6.2 An extra charge may be made where additional work results from lack of precision in the Customer's specifications or the Customer alters the specifications after the date of any order acknowledgment.
- 6.3 All Fibreboard orders may incur overs and unders. These are based on an industry standard of 30% plus or minus for order quantities under 1000 and 10% plus or minus for order quantities over 1000. This quantity is billable to the customer.

6.4 Pallets – A pallet transaction will occur at the time when deliveries are made to the Customer by or on behalf of UBEECO. The Customer is fully responsible for a direct exchange of pallets (Standard/Chep/Loscam) back to UBEECO. If an exchange does not take place, and the customer does not correctly indicate on UBEECO delivery docket the correct number of pallets exchanged at delivery, UBEECO reserves the right to invoice the customer for non-returned pallets. Where a customer has a Chep/Loscam account they are responsible for advising UBEECO of the details prior to placing a purchase order.

RISK

7.1 Risk in relation to any Goods passes to the Customer on delivery of the Goods. Delivery of Goods will be at UBEECO's premises on collection of the Goods by the Customer, its employees, agents or contractors. If UBEECO has expressly agreed to ship the Goods, risk in the Goods passes immediately on delivery of the Goods to the Customer's designated place of delivery by UBEECO or its agent.

TITLE TO PRODUCTS

- 8.1 Until the purchase price of the products and all other sums due by the Customer to UBEECO upon any account whatsoever have been paid or satisfied in full:
 - a) the goods shall remain the property of UBEECO notwithstanding the delivery of the products and the passing of risk to the Customer;
 - b) UBEECO may at any time recover the goods if they are in the Customer's possession and re-sell the goods if any payment owed by the Customer on any account is overdue;
 - c) for the purpose of so recovering the goods, UBEECO or its agents may enter upon the Customer's or other premises upon which the goods are located;
 - d) the Customer shall possess all goods on a fiduciary basis only; and
 - e) the Customer has the right to dispose of the goods in the course of its business for the account of UBEECO and to pass good title to the goods to its customer being a bona fide purchaser for value without notice of UBEECO's rights. If the goods are on-sold prior to UBEECO being paid in full then the sale proceeds are to be held on trust by the Customer for UBEECO.

CUSTOMER SPECIFIC STOCK

- 9.1 Where UBEECO has purchased stock on behalf of the Customer for purchase by the Customer over time and the Customer does not comply with the agreed timeframe(s) for purchase (or 30 days notice from UBEECO in the absence of an agreed timeframe) then at UBEECO's option any one or more of the following may apply:
 - a) UBEECO is entitled to charge a storage fee for such stock;
 - b) UBEECO may invoice the Customer for the whole (or any part) of the stock; and
 - c) UBEECO may arrange for the stock to be destroyed or otherwise disposed of (or used) in the event that the Customer fails to pay for and collect or take delivery of the stock, and all costs so incurred shall be a debt due to UBEECO by the Customer.

RETURNED GOODS

- 9.1 CREDIT
All claims for credit must be supported by:
 - (a) Packing slip, carriers consignment note or similar receipt of delivery; and
 - (b) our relevant invoice number.

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UNACCEPTABLE RETURNS

10.1 Without in any way limiting UBEECO's discretion to refuse to accept the return of any goods, the following goods will not be returnable:

- (a) any goods that have been held by the Customer for more than seven (7) days; or
- (b) any goods which are not in original condition; or
- (c) products cut to length, specifically made, altered, used or damaged.

FAULTY GOODS

11.1 UBEECO will recognise claims for faulty goods that are lodged within seven (7) days of the Customer receiving the goods.

11.2 UBEECO reserves the right to replace faulty goods.

11.3 Refer to 7.1 to determine when receipt of the goods is deemed to have taken place.

DEFAULT

If the customer:

- 12.1 fails to pay for any Goods on the due date; or
- 12.2 otherwise breach this Agreement and fail to rectify such breach within seven (7) days' notice; or
- 12.3 the Customer cancels delivery of the Goods; or
- 12.4 commit an act of bankruptcy; or
- 12.5 allow a trustee in bankruptcy or receiver and manager to be appointed to the Customer or any of the Customers property; or
- 12.6 allow distress to be levied or a judgment, order or security to be enforced, or to become enforceable against the Customers property; or
- 12.7 is a company and;
 - (a) proceedings are commenced to wind up the customer or any of the customers subsidiaries; or
 - (b) a controller, receiver, administrator, liquidator or similar officer is appointed to the Customer or in respect of any part of the Customers property, then UBEECO and our agents may enter upon the Customers premises (doing all that is necessary to gain access) where Goods supplied under this contract are situated at anytime and retake possession of any or all of the Goods we have supplied to the Customer; and:
- 12.8 UBEECO reserves the right to resell the Goods concerned; and
- 12.9 terminate this agreement.

CONFIDENTIAL INFORMATION

- 13.1 (a) The Customer will keep confidential all procedures, processes, techniques, specifications and technical data concerning any Goods or Services and the manufacture and utilisation of any Goods or Services, and any trade secrets and any other information relating to any Goods or Services (**Confidential Information**).
- (b) The Customer will not disclose or use the Confidential Information unless such disclosure or use is specifically authorised by UBEECO. The Customer will take all reasonable precautions to prevent such disclosure or use.
- (c) The Customer acknowledges and agrees that it has no right or licence to use any of the Confidential Information.

INTELLECTUAL PROPERTY

- 14.1 (a) The Customer acknowledges and agrees that, as between the Customer and UBEECO, UBEECO will own all of the intellectual property rights (whether registered or unregistered) relating to the Goods, the Services and the Confidential Information (**Intellectual Property**) and all right and title to any actual or possible development or improvement in the Goods, the Services or the Confidential Information (**Development IP**).
- (b) The Customer acknowledges that it will not at any time acquire any right, title or interest of any kind in the Intellectual Property or any Development IP.

LIABILITY

15.1 Nothing in these Terms and Conditions limits, excludes or restricts the Customer's rights under the Competition and Consumer Act 2010 (Cth) or any other law that may apply. Where the consumer guarantees apply to the provision of the Goods or Services under these Terms and Conditions and where the Goods or Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, UBEECO's liability for a failure to comply with such guarantees, is limited, at UBEECO's option, to the repair or replacement of the Goods or the cost of replacing or repairing the goods, or the supply of the Services again or the cost of having the Services supplied again.

PERSONAL PROPERTY SECURITIES ACT 2009 (CTH) (PPSA) REGISTRATION

16.1 The Customer agrees that UBEECO will have a Purchase Money Security Interest (as defined in the PPSA) in any products or other equipment supplied to the Customer under these Terms or any related order or contract. UBEECO may register any security interest contemplated by these Terms and/or any related order or contract on the PPS Register (as defined in the PPSA). The Customer must supply UBEECO with any information and take any steps UBEECO requires for the purposes of effecting and enforcing such registration. The Customer irrevocably and unconditionally waives its right to receive any notice from UBEECO in connection with the registration. The Customer will not allow a security interest to be created or registered over the products in priority to the security interest held by UBEECO. The Customer agrees that any action taken by UBEECO in relation to the Customer's security interest in the products is at the cost of the Customer. The parties agree that for the purposes of section 115 of the PPSA, nothing in sections 95, 121(4), 125, 130 (to the extent that it requires UBEECO to give any notice to the Customer), 132(3)(d), 132(4) and 135 of the PPSA will apply to any collateral arising from or in connection with these Terms and/or any related order or contract. Notwithstanding section 275 of the PPSA, the parties further agree to keep confidential the contents of these Terms and related material.

DEFINITIONS

- 17.1 In these Terms and any related Contract, unless the contrary intention appears:
- UBEECO** means The UBEECO Group Pty Ltd (ABN 59 151 799 781) trading as UBEECO Packaging Solutions.
- Contract** means a contract for sale or purchase order as referred to in clause 1.1.
- Customer** means the person who orders Products from UBEECO, whether by telephone, facsimile, email, in person or otherwise.
- GST** has the same meaning as in the New Tax System (Goods & Services Tax) Act 1999 (Cth) (as amended).
- Order** means a purchase order for Products or Services which has been accepted by UBEECO but excluding any terms or conditions printed on or referred to in Customer's purchase orders or other documentation unless expressly agreed to in writing by UBEECO.
- Products** mean the goods or services purchased or to be purchased by the Customer from UBEECO which are the subject of a Contract or Purchase order.
- Terms** means these terms and conditions of sale.
- Payment Terms** means time allowed to approved customers to pay UBEECO invoices, if not specified Payment Terms will be 30 days from date of invoice. Payment terms cannot be varied by terms or conditions printed on or referred to in Customer's purchase orders or other documentation unless expressly agreed to in writing by UBEECO.

CHANGES

18.1 UBEECO may add to or change these terms and conditions provided the updated terms and conditions are available to be viewed online at <https://www.ubeeeco.com.au/terms>. The Customer will be bound by and agrees to accept any such updated terms and conditions.