



TERMS OF TRADE

All goods are sold and supplied by U Name It Embroidery (Sapra Pty Ltd as trustee for Sapra Investments Trust) ABN 55 320 823 225 ("PVP") to you ("the Customer") on the following terms and conditions:

1. Terms

- (a) The Customer acknowledges having received and read a copy of UNIE's current terms and conditions of trade ("the Terms of Trade").
- (b) UNIE may vary the Terms of Trade at any time by publication of new terms of trade on its web site or by notice in writing to the Customer.
- (c) The Customer upon ordering any goods from UNIE is deemed to have accepted and is bound by the Terms of Trade current at the time the order is made.

2. Prices

- (a) The prices charged for goods shall be the prices determined by UNIE at the date of despatch.
- (b) Prices are subject to change without prior notice to the Customer.
- (c) The prices quoted for goods do not include any goods and services tax, delivery and handling charges, which are payable by the Customer.

3. Payment

- (a) The Customer must pay UNIE for all goods in full within 30 days from the end of the month of the date of UNIE's invoice to the Customer.
- (b) The Customer shall not set off against the payment due to UNIE any amount(s) the Customer claims for the return of goods or for short deliveries, incorrect goods or defective goods.

4. Default

If payment in full is not received by UNIE within the time stipulated in clause 3(a) then the Customer agrees:

- (a) UNIE may immediately and without further notice, refer the matter to a debt collection agency. In this event, it is further agreed that the Customer will be liable to pay UNIE the outstanding amount together with all legal costs and expenses incurred in attempting to recover the debt, including any commissions or other amounts payable to a debt collection agency.

5. Customers

- (a) Goods will only be supplied to a Customer on credit at the discretion of UNIE.
- (b) UNIE may at any time in its discretion disallow a Customer credit, decline an order or stop delivery.
- (c) New Customers must pay UNIE for goods in full prior to despatch.
- (d) New Customers will remain on a prepaid basis until UNIE determines in its discretion that the Customer may be allowed credit terms.

6. Credit Checks

The Customer acknowledges and agrees that, upon submission of a completed Account Application Form, UNIE is authorised to perform any credit checks on the Customer or any director or guarantor of the Customer with third parties as it requires.

7. GST

If a goods and services tax or other value added tax ("GST") applies in respect of any supply made to the Customer under or in connection with these Terms of Trade, the amount payable for that supply will be increased by the rate of GST applicable at that time and is payable by the Customer.

8. Returns

UNIE may in its discretion accept a return of goods from a Customer and issue a credit note for them but only under the terms of this clause 8:

- (a) No return of goods will be accepted without UNIE's prior consent and due authorisation as set out in paragraph (b).
- (b) If authorisation for a return of goods is granted, the Customer will be advised of a Return Authorisation Number ("RAN") and the RAN must be included on all paperwork relevant to the return of the goods including the consignment note.
- (c) A RAN is issued by UNIE in good faith and in reliance on the Customer's information. However, the processing of the claim and issue of any credit note is subject to the goods being returned in their original form and original packaging.

- (d) Any credit note issued will be subject to and after deduction of a 20% re-stocking fee and after deduction of the original delivery and any return delivery charge (if applicable).

- (e) The Customer is not entitled to cash refund for the goods.

9. Claims for Short Deliveries, Incorrect Goods or Defective Goods

- (a) The Customer must notify UNIE in writing (including the invoice/picking slip number) of all claims for short deliveries, incorrect goods or defective goods within 15 working days of receipt by the Customer.
- (b) The Customer agrees that UNIE is entitled to reject any claims received outside this period.
- (c) Subject to the above, UNIE will, in its discretion, make good the short delivery, replace the goods or issue a credit note.

10. Intellectual Property

- (a) UNIE is the registered owner of various trade marks and has copyright in the various images and names associated with its goods ("the Intellectual Property").
- (b) The Customer acknowledges and agrees that it may not use the Intellectual Property otherwise than in the promotion of goods purchased from UNIE.

11. Warranty

- (a) All warranties, conditions and representations, whether express or implied, other than an express warranty in writing by UNIE, are expressly excluded except to the extent UNIE is by law unable to exclude, limit or modify its liability.
- (b) To the extent permitted by law, UNIE shall not be liable to the Customer for loss of profit or other economic loss or any damages in relation to any goods supplied to the Customer by UNIE or for any negligence by UNIE, its employees agents.
- (c) The liability of UNIE in relation to the supply of goods is limited, where permitted by law, to the replacement of the goods or a credit note for the value of the goods.

12. General

- (a) Whilst all care has been taken, UNIE, will not be bound by any errors or omissions which may appear in any of its invoices and statements or its price lists, catalogues or other promotional material.
- (b) No variation of the Terms of Trade except as provided for in clause 1(b) shall be binding unless approved in writing by UNIE.
- (c) No time of other indulgence that UNIE may give to a Customer shall affect or limit the rights of UNIE under the Terms of Trade except to the extent that UNIE expressly waives the same in writing.
- (d) Any terms contained in the Customer's Order or other document issued by either UNIE or the Customer which are inconsistent with the Terms of Trade shall, to the extent of the inconsistency, have no legal effect.
- (e) If any term or part of the Terms of Trade is illegal or unenforceable it shall be construed as being severed from the Terms of Trade and the remaining terms shall continue in full force and effect.

13. Jurisdiction

The parties agree to submit to and be bound by the laws and courts in the State of Victoria.

14. Privacy

- (a) UNIE complies with the Privacy Act, 1988 as amended and is bound by the National Privacy Principles dealing with the collection, use and storage of personal information.
- (b) The Customer authorises UNIE to collect, retain, record, use and disclose personal information about the Customer (or any director or guarantor of the Customer) to other persons or entities for the purposes of processing an Account Application Form submitted by the Customer, or for assessing the creditworthiness of the Customer (or any director or guarantor of the Customer), or for notifying and instructing a debt collection or credit reference agency or a solicitor or other professional consultant and for the marketing of goods provided by UNIE.

Effective as at March 2019