

1. Definitions and Interpretation

The following definitions apply to these Terms and Conditions:

- a. **“Business Day”** means a day that is not a Saturday, a Sunday, or a day that is wholly or partly a public holiday throughout Victoria;
- b. **“Conditions”** means these Terms and Conditions of Credit and Supply;
- c. **“Consequential Loss”** means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise;
- d. **“Customer”** means the party who Orders the Goods from the Supplier;
- e. **“Goods”** means any goods supplied by the Supplier under these Conditions;
- f. **“GST”** means any goods and services tax imposed by A New Tax System (Goods and Services Tax) Act 1999;
- g. **“Loss”** means any expense, cost or damage of any kind and includes Consequential Loss and a fine or penalty imposed by a statutory or other authority;
- h. **“Order”** means the Customer’s written order for Goods from the Supplier on a certain date, for either delivery by the Supplier or collection by the Customer, specifying the quantity and quality of Goods required and a specific delivery location if applicable;
- i. **“Services”** means any services provided to the Customer by the Supplier;
- j. **“Website”** means www.lardass.com.au;
- k. **“Supplier”** means, in connection with the supply of any Goods or Services Lard Ass Pty Ltd (ACN 618 282 330) trading as Lard Ass Butter making the supply to the Customer;
- l. **“Supplier Terms”** means any terms and conditions of quotation and supply (apart from these Conditions), however described, notified by the Supplier to the Customer (whether on an invoice, quote, through the Website, docket or otherwise), including any investment or discount terms, in the Supplier’s standard form entered into in writing between the Supplier and Customer.

“Singular words include the plural and vice versa. A mention of anything after “include”, “includes” or “including”, does not limit what else might be included.

2. Acceptance of these Conditions

The Customer will be deemed to have accepted these Conditions when it places an Order with the Supplier.

3. Structure of this Document

- a. The Conditions are legally binding between the Supplier and the Customer and should be read together with the Supplier Terms. These Conditions will be imported into any Supplier Terms by reference.
- b. To the extent of any inconsistency, the Conditions prevail over the Supplier Terms, unless the Supplier and the Customer expressly agree that the Supplier Terms are to prevail over these Conditions.

4. Orders

- a. The Customer may place an Order which the Supplier may choose to accept or reject.
- b. By placing an Order with the Supplier, the Customer is warranting that it has the legal capacity to place the order, and in the case of an individual is over the age of eighteen (18).
- c. If the Supplier accepts the Order, it will produce the Order and deliver it, or ensure its availability for collection, in accordance with the terms of the Order.
- d. The Supplier is not obligated to fulfil any Orders placed with the Supplier within two (2) Business Days from the proposed date of supply.

5. Price of Goods

- a. Unless a separate quotation has been provided, the Price of the Goods is listed on the Website and is subject to change from time to time at the Suppliers sole discretion.
- b. All prices are listed in Australian Dollars (AUD) unless otherwise specified.

6. Payment

- a. The Supplier will invoice the Customer for all Orders produced.
- b. The Customer agrees that it must pay the price listed on the invoice for the Goods on or before delivery unless otherwise agreed between the parties.
- c. The Customer may be required to provide credit card details at the time of the Order. In providing credit card details, the Customer authorises the Supplier to charge the nominated credit card.
- d. The Supplier may elect not to accept any payment from the Customer's credit card.
- e. If the Customer's nominated credit card is declined by its financial institution, the Supplier may elect not to process the Order or deliver the Goods.

7. Overdue Accounts

- a. The Supplier in its absolute discretion may issue to the Customer an invoice for any amounts payable by the Customer to the Supplier under these Conditions.
- b. Any amount not paid by sixty (60) days of the due date of the invoice will incur interest of 3.5% per month.
- c. The Customer agrees to pay all costs and expenses (including legal costs, commissions paid by the Supplier to any commercial or mercantile agent and dishonour fees) incurred by the Supplier in connection with the recovery of overdue amounts.
- d. A statement in writing signed by an authorised officer of the Supplier setting out the moneys due or owing to the Supplier at the date of the statement shall be sufficient evidence of the amount so due or owing until the contrary is proven.
- e. The Supplier may recover the price of the Goods together with all interest forthwith and any applicable amounts reasonably incurred.
- f. The Supplier may in its discretion grant an extension for payment; however any extension, delay or other indulgence shall not be construed as waiving the Supplier's rights under these Conditions or at law.
- g. Any judgement of a court or tribunal regarding payment of an invoice will not affect the right of the Supplier to claim interest as specified in Clause 7(b).

- h. If the Customer does not notify the Supplier of any alleged discrepancy in an invoice, within ten (10) Business Days of the issue of an invoice, the invoice is deemed to be a true and accurate record of the Customer's account.

8. Supply, Delivery and Risk

- a. The Customer grants the Supplier, its employees, contractors and agents a licence to enter onto premises upon which the place of delivery for the Goods or Services is located to delivery the Goods or provide the Services.
- b. The Supplier cannot accept a return of the Goods under any circumstances.
- c. The Supplier is not liable for any delay or failure to supply an Order for any reason where such delay is due to strike, lock out, riot, industrial action, fire, storm, tempest, act of god, material shortage, government law or regulation or requirement or any other cause beyond the control of the Supplier.
- d. If the incorrect Goods or Services are delivered or supplied to the Customer, the Customer may elect to keep the incorrect product with no adjustment to the Price unless the Goods or Services Ordered were more expensive than the Goods or Services Ordered.
- e. If the Customer rejects the Goods or delivery because it has been incorrectly supplied, the Supplier reserves the right to take the Goods back.
- f. Supply of the Goods occurs when the Goods are delivered in accordance with the terms of the Order or the time at which the Goods are collected from the Supplier's premises, whichever applies.
- g. If the Customer does not notify the Supplier of any alleged discrepancy in a supplied Order or Service, or alternatively an alleged failure or partial failure of supply, within two (2) Business Days of the date of supply of the Order, the Order is deemed to have been supplied by the Supplier in exact accordance with the Order and the associated invoice is deemed to be an exact record of the relevant Order.
- h. Risk in relation to the Goods passes at the time they are supplied. Please refer to the Australia New Zealand Food Standards (FSANZ).
- i. The Customer must not leave the Goods unattended at any time.

9. Cancellation

- a. The Customer may alter or cancel its order without charge at least four (4) Business Days prior to the delivery date.
- b. The Supplier may or may not accept a cancellation request in its sole discretion if the cancellation has not been made within at least four (4) Business Days. If the Supplier does not accept the cancellation, the Customer will be liable to pay for the Goods and Services in full.

10. Food Intolerance and Allergies

- a. The Goods are produced in a kitchen which is not nut, gluten or dairy free. Trace amounts of nut, gluten or dairy may be present in any of the Goods produced by the Supplier.
- b. Except to the extent that a product is expressly stated to be compliant with any particular dietary requirements, allergy or religious belief the Supplier does not guarantee or represent that any of the goods are compliant with any particular dietary requirement, allergy or religious belief.

- c. It is the sole responsibility of the Customer to make their own enquiries in relation to the ingredients in the Goods supplied.
- d. A list of ingredients is not supplied on the Website. If the Customer requires adherence to any dietary requirements, please contact the Supplier prior to ordering.

11. Products on Display

- a. The Goods displayed on the Website are indicative only.
- b. Due to the nature of the Goods, the general appearance of the Goods as displayed on the Website may vary.
- c. Availability of Goods is subject to natural and seasonal variations. If the Goods ordered are not available, the Supplier will contact the Customer to arrange an alternative product.

12. Unsatisfactory Goods

- a. The Supplier may, in the Supplier's sole discretion elect to provide a refund, whether full or partial, for any Goods or Services deemed unsatisfactory;
- b. The Customer must lodge an official complaint in relation to any defective Goods or unsatisfactory Services within five (5) days of the delivery or collection of the Goods.

13. Exclusion of Implied Terms

The Customer may have the benefit of consumer guarantees under the Australian Consumer Law. Otherwise, to the maximum extent permitted by law, all terms, conditions or warranties that would be implied into these Conditions or Supplier Terms, as a result of law, statute or custom or international convention, are excluded.

14. Limitation of Liability

To the maximum extent permitted by law and subject to Clause 13, the Supplier's total liability arising out of or in connection with its performance of its obligations pursuant to these Conditions, the Supplier Terms, or Terms and Conditions PSARA08_20172344_016 3 arising out of or in connection with the supply of specific Goods or Services (including pursuant to or for breach of these Conditions, Supplier Terms or repudiation thereof, under statute, in equity or for tort, including negligent acts or omissions) is limited as follows:

- a. the Supplier shall have no liability to the Customer for any Consequential Loss;
- b. the Supplier's total aggregate liability for Loss, however arising, shall not exceed the GST exclusive aggregate price paid by the Customer to the Supplier for the specific Goods or Services that gave rise to the Loss in question;
- c. the limitations and exclusions in Clause 14(b) do not apply to the extent that any Loss is directly attributable to:
 - i. the supply of defective Goods or Services by the Supplier, and those defective Goods or Services caused personal injury or death; or
 - ii. fraud by the Supplier.
- d. Each party must take reasonable steps to mitigate any Loss it suffers or incurs.

15. Indemnity

To the extent permitted by law, the Supplier, its employees, agents, contractors and affiliates will not be liable for and the Customer will indemnify and hold harmless against

any claims, actions, expenses (including all reasonable legal expenses), loss or damages of a third party resulting from or arising out of:

- a. negligence of the Customer or its employees, contractors, agents or affiliates; or
- b. any breach of a statute, common law or by-law by the Customer or its employees, contractors, agents or affiliates;
- c. any breach of these Conditions and/or Supplier Terms by the Customer or its employees, contractors, agents or affiliates; or
- d. the provision of services or the use of information provided by the Customer or its employees, contractors, agents or affiliates; or
- e. leaving Goods unattended; or
- f. failure to follow the Australia New Zealand Food Standards (FSANZ).

16. GST

- a. If the Supplier has any liability to pay GST on the supply of any Goods or Services to the Customer, the Customer must pay to the Supplier an amount equivalent to the GST liability of the Supplier at the same time as the consideration is paid for the Goods or Services (unless the consideration for that supply is expressed specifically to be GST inclusive).
- b. The Customer must pay GST without deduction or set off of any other amounts payable to the Supplier.

17. Dispute Resolution

The Customer must notify the Supplier of any complaint or claim it has against the Supplier and must take reasonable steps to resolve these matters with the Supplier before making a complaint to a regulatory authority, or issuing proceedings in a court or tribunal.

18. Amendment

- a. These Conditions and Supplier Terms may be varied by the Supplier from time to time in the Suppliers Sole discretion.
- b. If these Terms are varied, the applicable terms for the Customer will be the Terms at the time the Order is placed.
- c. Any future orders by the Customer will be subject to the terms at the time of a future order.

19. Good Faith

The Supplier and Customer enter into these Conditions and any Supplier Terms in good faith.

20. Severability

If any provision of these Conditions or Supplier Terms offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:

- a. where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
- b. in any other case the offending provision must be severed from these Conditions or Supplier Terms (whichever is applicable), in which event the remaining provisions of the Conditions or Supplier Terms (whichever is applicable) operate as if the severed provision had not been included.

21. Governing Law

These Conditions and any Supplier Terms are governed by and must be construed in accordance with the Laws of the State of Victoria. The parties submit to the nonexclusive jurisdiction of the Courts of the State of Victoria and any other court or tribunal exercising the relevant jurisdiction.

22. Privacy Policy

The Customer agrees to the Supplier's Privacy Policy contained at [Privacy Policy](#).