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Email: orders@brumbysunstate.com.au Web: www.brumbysunstate.com.au ABN: 91148001290

Brumby Sunstate Summary of Commercial Terms

Firm Sale: All sales, including backorders, are considered final, and we do not accept returns. While you can submit a written request, please note that this does not guarantee a return will be granted.

Prices: Prices advertised are recommended retail prices and are subject to change without prior notice. All pricing is inclusive of GST.

Freight: To ensure smooth delivery, please provide the correct delivery address and specify your preferred delivery days and any special instructions for our Courier on your Customer Application. Incorrect addresses may incur a \$20 redelivery fee. Please keep in mind the following:

- Freight charges vary depending on location. Please contact Customer Service to check your applicable rate.
- We do not ship to multiple addresses. Any change to delivery address must be communicated in writing before dispatch to avoid a \$20 redelivery fee.
- We do not ship to PO Boxes.
- All residential addresses will be listed as "Authority to Leave".
- Standard delivery times for businesses are M-F 10AM 4PM, unless otherwise specified by the client.

Small Order Freight and Handling Surcharge: Stock orders below \$250 nett will be held to merge with future orders. If requested, orders below \$250 will be subject to a small order handling fee of\$15.50. This in addition to the freight fee.

Proforma Orders: Proforma orders are quotes that require payment before the goods are released. These titles will be held for a maximum of 5 days and returned to backorder if payment is not received during this period.

Backorder Policies: Any titles that cannot be supplied immediatelyl on a customer order will automatically be placed on backorder, unless otherwise selected on your application. Backorder reports can be requested from our customer service team at any time.

A backorder refers to a title that cannot be supplied immediately upon placing your order due to various reasons. It is important to note that all backorders will be cancelled after a period of 4 months. Customers are required to accept backorders, as all orders are made in good faith with the supplier.

The following backorder options are available to customers:

ALWAYS - Accept All Backorders.

If a title is not available, it will automatically go to backorder. If the customer reorders a backordered title, the new order will be added to the existing backorder.

 NEVER - Never Backorder.

Any title that is unavailable at the time of order will be omitted from the order and deleted once the order has been processed.

• CALL BEFORE SENDING - Customer Service to contact client before sending out backorders.

All 'out of stock', 'on order', 'not yet published' or 'reprinting' titles will be backordered unless the, "Never Backorder" option is chosen. Backordered items are not held exclusively for the customer. When backordered titles arrive into stock, they will be merged with current orders and be released once the \$250 net minimum order requirement is met.

Payment Terms:

- 30 Day Accounts: Payment is due 30 days after the invoice date.
- Credit Card on File: Credit cards will be charged upon dispatch.
- Direct Debit: Payment is required before the order is picked.

Apply for Credit account: To be eligible for a commercial credit account, a 6 month trading history (or 6 orders paid on time and in full) is required.

You can request a Commercial Credit Account application form by emailing accounts@brumbysunstate.com.au.

Incorrect Supply and Damaged Deliveries: Claims for incorrect supply must be sent directly to returns@brumbysunstate.com.au and must quote the Brumby Sunstate invoice number and date. Claims for shortages or damages will only be considered within a seven (7) day period from the date of receipt.

Title to Goods: Brumby Sunstate retains ownership of all supplied goods on an "all monies" basis. This means that Brumby Sunstate maintains ownership of the goods until all outstanding payments owed to Brumby Sunstate by the customer are settled in full. Brumby Sunstate reserves the right to repossess any goods that have not been fully paid for, in accordance with our trading terms.

Email Marketing: Brumby Sunstate sends email updates to customers with promotions and special offers, along with new and updated catalogue information. Customers can unsubscribe from these updates at any time, and can also instruct Brumby not to send marketing emails by ticking the box in the Email Marketing section of the New Account Application Form.

Correspondence: To ensure prompt handling of your requests/enquiries, please ensure that you have contacted the approcpriate department ad specified your store. Here are the contact details for different purposes:

- For Account enquiries please email: accounts@brumbysunstate.com.au
- For orders placed via email please email orders@brumbysunstate.com.au
- For returns, shortages, damages please email returns@brumbysunstate.com.au
- For freight enquiries please email orders@brumbysunstate.com.au
- For enquiries relating to specific titles, please contact your sales representative.

<u>International Clients</u>: All international clients are subject to the Terms and Conditions mentioned above, with the following two exceptions:

Pricing: All international order costs will be issued without GST tax

Freight Options:

- Brumby Sunstate offers direct shipping to international addresses using DHL courier services. The freight cost for each order will be calculated based on the weight and dimensions of the cartons.
- Brumby Sunstate provides the option to ship orders to a chosen freight forwarder located at an
 Australian address. Freight costs will cover the delivery to the freight forwarder only. Once the
 delivery is made to the nominated address, all responsibilities regarding stock, freight costs, and
 damages will be transferred to the client or the designated freight forwarder.

We are pleased to welcome you to Brumby Sunstate, and we look forward to collaborating with you.