

TERMS OF TRADE

1. AUTHORISED PERSONS

- 1.1. The Customer warrants that the person or people noted as “Authorised Persons” are authorised and empowered by the Customer to bind the Customer, to validly enter into agreements and act on behalf of the Customer.
- 1.2. The Customer acknowledges that SuperCool will also be entitled to assume that any other persons who hold themselves out as being an agent or duly authorised representative of the Customer are able to bind the Customer, validly enter into agreements and act on behalf of the Customer.

2. ORDERS

- 2.1. SuperCool may decline any order received from the Customer by written notice to the Customer and may withdraw or vary any Proposal or quotation prior to acceptance of it by the Customer.
- 2.2. All prices stated in quotations or Proposals are for immediate acceptance and are based upon the cost of the supply, including but not limited to freight and delivery fees if applicable, of all goods and/or services (“the Products”) as at the date of the quotation or Proposal and are subject to amendment by SuperCool before or after acceptance by an amount equal to the rise or fall in cost to SuperCool of any of the Products comprised in the quotation or Proposal.
- 2.3. Unless otherwise stated, all prices expressed in any Proposal or quotation, or at any time, are deemed to be exclusive of GST. If any supply by SuperCool to the Customer is a taxable supply then the Customer must pay, in addition to the price quoted, any GST applicable to such supply. SuperCool, in those circumstances, must supply to the Customer a tax invoice.
- 2.4. No order may be cancelled except with consent in writing and on terms which will indemnify SuperCool against all losses.

3. PROVISION OF PRODUCTS & SPECIFICATIONS

- 3.1. The Customer acknowledges, upon acceptance of a quotation or the placing of an order, that the Products particularised therein are those required by the Customer and agrees to pay for them upon delivery under these terms.
- 3.2. All Products supplied by SuperCool shall be as described on the purchase order agreed by SuperCool and the Customer and the description on such purchase order, modified or so agreed, shall prevail over all other descriptions including any specifications. If, during the course of providing the Products the Customer requires any alteration to the Products, then any such modifications will only be effective where they are reduced to writing and signed by both the Customer and SuperCool.
- 3.3. Where the modifications require further work to be undertaken by SuperCool, SuperCool may, within seven (7) days of the modification being agreed in writing, advise the Customer of the increase in the price payable.
- 3.4. If the Customer has raised no objection at the end of seven (7) days after SuperCool advises the Customer of the increase in the price payable then that amount will be payable by the Customer.

4. PAYMENT

- 4.1. The Customer must pay SuperCool for the Products:
 - (a) within thirty (30) days from the end of month in which the Products are invoiced to the Customer (“the Due Date”); or
 - (b) cash on delivery where prior arrangements have been made between the parties and evidenced in writing.

4.2. The Customer will not be entitled on any ground whatsoever either wholly or in part to withhold payment after the Due Date, including by way of security, set-off, deduction or counterclaim.

4.3. Where the Customer comprises more than one individual or entity, each such individual or entity will be jointly and severally liable under this Agreement to SuperCool in respect of all monies payable pursuant to this Agreement by the Customer to SuperCool.

5. LATE PAYMENT OR DEFAULT

5.1. SuperCool may charge the Customer interest at the rate of 1.5% per month on any daily amounts outstanding after the Due Date as well as a \$50 debt administration fee upon each occurrence of late payment or default. These rights are in addition to any right to terminate this Agreement.