

FormTrap Solutions Pty. Ltd.  
 71 Balfour Street  
 Suite 4, Level 1  
 CHIPPENDALE, NSW 2008  
 AUSTRALIA



# TAX INVOICE

Email: sales@formtrap.com  
 Website: www.FormTrap.com  
 Account Queries: +61 2 8303 2414  
 Invoicing Queries: +61 2 8303 2401

A.B.N. 41 001 744 289

No: **INV200923**  
 Date: **26/08/19**  
 Page: 1 of 2  
 Order Date: 26/08/19  
 Territory / Site: 3B / MSYD  
 Area:  
 Shipper: SXP01331

Bill To: INV2113

Sold To: INV2113

Ship To: INV2113

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James and Sons Pty. Ltd.  
 221 Victoria Road  
 Brookvale NSW 2100  
 AUSTRALIA

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James and Sons  
 27 Bridge Street  
 ARTARMON NSW 2064  
 AUSTRALIA

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**DELIVERY INSTRUCTIONS**  
**30/08/19**

**Purchase Order: JSPO20190826-02**  
**Terms: 7 Days from Invoice**

| Ln  | Item   | Description  | Batch Qty | Batch | Best Before | Qty | Unit Price        | GST                 | Total (inc GST)        |
|---|--------|--|-----------|-------|-------------|-----|-------------------|---------------------|------------------------|
| 1   | 377891 | Seven Dogs Smashed Pears 5% 4x6x330ml<br>NSW Container Deposit | 65        | 9101D | 11/10/20    | 65  | \$28.38<br>\$2.50 | \$184.47<br>\$16.25 | \$2,029.17<br>\$178.75 |
| <p><i>We know you have a choice in drinks, and appreciate you choosing one from the FormTrap range.</i></p> |        |  |           |       |             |     |                   |                     |                        |

| Bank Account Details |                                     |
|----------------------|-------------------------------------|
| Bank:                | <b>Commonwealth Bank</b>            |
| Account Name:        | <b>FormTrap Solutions Pty. Ltd.</b> |
| BSB:                 | <b>062 734</b>                      |
| Account:             | <b>2801 7878</b>                    |

|                               |                   |
|-------------------------------|-------------------|
| NSW Container Deposit         | \$162.50          |
| <b>INVOICE TOTAL (AUD)</b>    | <b>\$2,207.92</b> |
| GST Included in Invoice Total | \$200.72          |
| WET Included in Invoice Total | \$414.70          |

## TERMS & CONDITIONS (non-credit customers)

- Terms:** These Terms and Conditions govern any contract for the supply of Goods by FormTrap Solutions Pty. Ltd. (hereinafter "Company"), A.B.N. 41 001 744 289 to James and Sons Pty. Ltd. (hereinafter "Customer"). All other terms and conditions (including any terms and conditions purported to be included by the Customer) are hereby excluded. If the Customer has been and continues to be approved as a credit customer, the terms and conditions contained in the Credit Application apply to the supply of the Goods.
- Acceptance:** The Customer's receipt of the Goods constitutes acceptance by the Customer of these Terms and Conditions. Amendments to or deviations from these Terms and Conditions must be agreed in writing by the Company.
- Orders:** All orders for Goods must be in writing. The Company reserves the right to accept or reject any order in whole or in part for any reason, including without limitation the unavailability of any Goods.
- Invoice:** The Company shall invoice the Customer for the Goods at the Company's current prices. Invoices for the Goods will show a composite price, which includes an amount for the sale of promotional goods supplied by the Company. The amount of any discounts and rebates, however calculated, will reduce the price of the Goods by that amount.
- Payment:** All Goods are supplied COD, unless otherwise agreed in writing. Payment for all Goods supplied under a COD arrangement must be paid to the Company upon delivery of the Goods.
- Delivery:** Unless otherwise agreed in writing, the Company will arrange delivery of the Goods to a metropolitan destination of a capital city within Australia nominated by the Customer and the Customer must pay the delivery charges (if applicable) in accordance with the payment terms set out above. The Company makes no warranty as to time of delivery or the availability of Goods and the Customer acknowledges that the Company will not be held liable for any loss or damage (including consequential loss or damage) arising from delay in delivery or for non-delivery. The Company may deliver Goods in part with written notice to the Customer. If Goods are delivered in part pursuant to such notice, the Customer must accept the part-delivery and pay the percentage of the purchase price represented by the Goods delivered.
- Cancellation:** If delivery of the Goods cannot be effected for any reason (including non-payment by the Customer), the sale will be cancelled and the Goods shall be returned to the Company's premises by the carrier, at the Customer's expense.
- Title and Risk:** Title to the Goods does not pass until payment is received in full. The risk in the Goods shall pass to the Customer upon delivery to the Customer or its agent or a carrier commissioned by the Customer.
- Rejection:** The Customer must give the Company written notice within 5 business days of receipt of the Goods of any non-conformity to the description of the Goods (other than promotional goods), otherwise the Customer will be deemed to have accepted the delivered Goods. The Customer waives any right to reject or revoke acceptance after such time. The Company may at its discretion give the Customer a credit for any shortages or damaged Goods, which in the opinion of the Company have not been damaged as a result of an insurable occurrence in relation to the Customer or an act or omission on the part of the Customer, or its officers, agents, employees or subcontractors. The Customer must follow the directions of the Company with respect to the isolation or other treatment of non-conforming Goods.
- Warranty:** The Company warrants that the Goods shall be of merchantable quality. To the maximum extent permitted by law the Company excludes all other terms, conditions, warranties and liability in relation to the Goods, including without limitation, warranties relating to fitness for purpose, title, defects or conformity of the Goods. To the extent that the Company cannot exclude liability under law, the Company's liability shall be limited to the maximum extent permitted by law (at the Company's election) to the resupply of the Goods, repair of the Goods, refund of the purchase price or payment of the cost of repair of the Goods.
- Indemnity and Release:** To the maximum extent permitted by law, the Customer releases and discharges the Company from all liability whether in contract, tort or otherwise for any loss, damage (including consequential loss or damage), expense of any kind arising directly or indirectly out of the supply of the Goods. The Customer indemnifies and keeps indemnified the Company against any liability, loss, damage, expense, cost, claim or proceedings arising directly or indirectly out of or in connection with the supply of the Goods or any other cause whatsoever.
- Handling Fee:** The handling fee statutorily imposed in a State/Territory of Australia on returnable bottles is refunded upon the return of empty bottles to the Company or its authorised agent.
- Jurisdiction:** This agreement is governed by the laws of South Australia. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of the remaining provisions.