



# Terms and Conditions

## 1. DEFINITIONS

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In these Terms & Conditions of Sale: "Customer" means any person or entity which orders goods or services ("Products") from the Company; "Company" means OFFICE FRUIT GROUP, ABN 21 997 539 760.

## 2. GENERAL

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These terms and conditions will apply to the exclusion of all others including any terms and conditions of the Customer. The Customer acknowledges that by ordering Products from the Company the Customer agrees to be bound by these Terms & Conditions of Sale.

## 3. DELIVERY

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No delivery charge for Fruit and Milk customers. A delivery charge may apply to catering and cake orders for all orders by non-fruit or non-milk customers. The Customer acknowledges and agrees that it will not make any claim against the Company for any loss or damage incurred as a result of late delivery.

## 4. ORDERS

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All new orders or adjustments (milk, fruit, cakes, bread and catering) for the following day need to be in by 12.00pm the business day prior to delivery.

All bread amendments and orders need to be received 7 days in advance.

## 5. QUOTATIONS AND PRICES

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Written quotations which are provided to the Customer by the Company are fixed and valid for a period of 30 days from the date of the quotation.

## 6. CANCELLATION

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Cancellation needs to be advised 14 days prior to the date requested.

## 7. PAYMENT

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Fruit or milk customers will have 7 days' credit terms on weekly invoicing and 7 days credit terms on monthly invoicing from which the invoice for those Products is dated. The Customer acknowledges that time is of the essence with regard to payment and that any breach of this term will enable the Company to exercise all of its rights contained herein including (but without in any way limiting its rights) the right to: (i) cancel further credit; (ii) refuse to supply the Customer with any Products; (iii) take legal action for the recovery of all sums outstanding; (iv) (v) charge the Customer for all costs (including legal costs and mercantile agents' fees) incurred by the Company in recovering the amount outstanding.

## 8. REFRIGERATION

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Dairy product temperature must always sit between 0 - 4 degrees Celsius.

## 9. MISSING CRATES

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Office Fruit Group supplies recyclable boxes and reusable boxes. A tally of reusable boxes out will be kept on the Office Fruit delivery docket. If at any time there are missing reusable boxes on pick up, a \$10.00 charge will be enforced. Not applicable.