

TERMS & CONDITIONS

ORDERING INFORMATION

Ordering

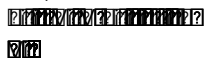
All orders must be confirmed in writing, either via email or a Purchase Order. Purchase orders must have an order number clearly shown. Verbal orders will not be accepted.

Ownership

All goods remain the property of Branded Chocolates until they have been paid for in full. For goods dispatched without payment (in good faith), client will be responsible to pay the goods and ownership will be shared. We in that case can contact the client directly for recovery. All customised products cannot be cancelled or returned under any circumstance and full payment will be required.

Claims, Credits or Returns

In the unlikely event of a claim, only written claims within 2 days of receiving the goods will be considered. No claims will be processed or the returned goods accepted, unless it has been acknowledged by Chocolate Prints in writing. Goods need to be returned and checked by Chocolate Prints before any claims can be processed.



Minimum Order Quantity

Unbranded Stock - A surcharge of \$20 + GST applies to all orders of Unbranded stock which is below the minimum order quantity as per the price-list.

Branded Stock - Please contact us as additional charges may apply depending on the nature of personalization.

Cancellation

Since all our products are made fresh and to order, under no circumstances will a cancellation be accepted once we have received the signed order confirmation form. NO credit or replacement will be given for cancelled orders and the invoice will still need to be paid in full.

TRADING TERMS

Payment Methods

Direct Deposit - to ANZ Bank BSB 013-664, Account Number - 196882016. Please state the Invoice number clearly when making payment and email the remittance to orders@brandedchocolates.com.au or fax to 03 8677 2232.

Credit Cards - We only accept VISA and MasterCard. A merchant service fee of 3.00% is applicable on credit card payments.

Cheques - Made payable to 'Chocolate Prints Pty Ltd' and sent to PO Box 1601, Werribee Plaza, VIC - 3030

A credit application form needs to be filled and submitted in order to apply for a 14 day (NET) account after the initial 5 orders with a minimum spend of \$500.00 per order.

For 30 days (NET) account - All Invoices are paid 30 days NET from the date of PO/Invoice date. For Full T&C please contact us

to discuss. (Note: 14 day and 30 day accounts are opened based on the amount of orders processed and capped to a credit limit)*. (Refer Account opening T&C below).

A deposit of 50% is needed for all orders of more than \$5,000.

A \$35 late payment fee will be charged to all accounts outstanding for more than 45 days. A new invoice including these charges will be issued after 45 days. The account will also be put back to pre-payment terms. All orders will be put on hold.

Any account outstanding for more than 60 days past the due date will be passed on to our debt collectors. All fees and charges involved in recovering the debt will be billed to the account holder.

PRODUCT & PRODUCTION

Artwork/Set-up Fee

Artwork needs to be supplied in high-res JPEG, PDF, EPS or PSD files.

If a poor quality file is supplied and the logo/design needs to be redrawn or created, additional charges will be applicable. Additional charges depend on the complexity of the artwork and will be quoted once our graphic artist has checked the files.

First artwork approval with minor changes/touch-ups is included in the Set-up fee (Please refer to price-list for set-up fees). Any changes being made to the artwork after we have received the signed approval will incur an additional charge of \$25 + GST per approval.

Product Images

The colours of the products are only indicative on the website and catalogue. Confectionery fillings are for photographic purposes only. Please refer to price-list for exact weight of the filling.

Print Colour

Please note that PMS colours CANNOT be matched in the case of printing on Chocolates, Cookies, Lollipops, Macarons, Marshmallow or Rock Candy. If in doubt, please request for samples. Additional charges may apply. Also, please note for printing on foods product little variation in print position can occur and colours can vary on some products as they are hand-made like macarons etc.

Labeling

Please note that the orders do not come with nutritional information on each individual unit. An information sheet with all nutritional information and storage instructions regarding the product is added to the cartons. All information sheets are generic with no company or contact details. An Ingredient label can be applied to individual units for an additional charge.

TERMS & CONDITIONS

DELIVERY

Start from the date we receive the signed Order Confirmation Form.

Delivery Instructions

Delivery instructions need to be CLEARLY mentioned on your Purchase order.

Delivery to you (Distributor) – We will deliver to your business address along with a copy of the invoice unless mentioned otherwise in writing.

Delivery direct to Customer/ 3rd Party – We will deliver in plain boxes and no invoice. Invoice in this case will be emailed to you. Please send delivery address along with a Delivery Docket with the Purchase Order. Once delivered to 3rd party, it is your responsibility to check and make sure that the order is correct and delivered in full. We will not accept any responsibility for goods lost by the 3rd parties.

Pick-up or Own Courier – If you would like to collect the order from our factory, please mention it clearly on the Purchase Order or in writing. A staff member will be in touch as soon as the order is ready to fix a pick-up time.

If you need the goods to be dispatched using your own courier company, please mention clearly the Courier Name, Account Name, Account Number, Courier Contact Number, Service type required. We will not be responsible for any errors being made or consignment notes being wrongly filled due to insufficient information. *A carton fees and packaging fees is added to all invoices for client pick up.*

Distribution – We can distribute orders to multiple addresses on your behalf.

Multiple Addresses (within a single state) – charges will be on a quotation basis. Please contact us for details.

Multiple States (Single address per state) – Quoted delivery charges plus a handling charge of \$20.00 + GST per state or location is applicable.

Insurance

Delivery charges DO NOT include Insurance on goods in transit. Please make sure you have goods in transit covered in your insurance. Macarons are very fragile items and cannot be covered under insurance.

Delays & Damages

We cannot be held responsible for goods lost or delayed by common carrier, international or Australian Customs departments or by 'acts of God'. Damages to goods can and will not be covered. Please ask for insurance. Products like Macarons are very Fragile and can incur damage during transit- please note we can only credit the freight charges but not the damage goods in transit. So Insurance is suggested for such products. Any Delays caused with dispatch for

SAMPLES

Please note that we do not supply free samples.

Samples are charged at the end quantity rate plus a delivery charge of \$10 + GST for standard shipping and \$18 + GST for Express shipping is applicable.

Where possible, we make all possible efforts to dispatch samples within 24 hours, however due to the perishable nature of our products, most samples have to be freshly made and might take longer to dispatch. We will confirm dispatch times depending on the product once sample order is received.

Samples once sent out CANNOT be returned or exchanged for a credit or refund under any circumstances due to Health & Safety regulations.

Sample charges (excluding delivery charge) will be credited to the invoice only for the items that an order has been placed for, if you proceed with an order.

*Account Opening Terms and Conditions.

1. A Credit application form will be required to be filled and submitted for approval. Once approved credit will be applied to the account.
2. Only accounts that can commit to minimum terms of sale can have an account opened. One of orders or occasional orders will not be eligible.
3. All 14 day and 30 day are Net from the date of issue of Invoice/PO. Any invoices over 5k will require a 50% deposit irrespective of monthly spend.
4. 14 day net account- a Minimum spend of \$2500.00 per month (ex.GST and sample orders) a \$1000.00 credit will be applicable. For orders over 5k, 10K p/m; a credit of \$2500.00 and \$7500.00 can be approved. If the minimum order spend cannot be met for 2months consecutively payment terms will revert back to prepaid and further credit will be subject to Chocolate Prints Pty Ltd.
5. 30 day Net account -a minimum spend of 25k per month. with an approved credit of 15k is provided. For higher order volume- please contact us.
6. For Volume orders - please contact us and payments Terms will be advised accordingly
7. All Custom Printed packaging orders will require 50% deposit.
8. Late Payment fees of \$35.00 applies for account overdue by 14 days. On non-payment account will be placed on hold.
9. Admin fees of \$60.00 will be charged for account overdue 30days in addition to the late payment fees and \$120.00 admin fees for all account outstanding 60 days in arrears and information may be referred to Debt. Collection agency.

Storage Conditions on Foods.

It is Distributor responsibility to familiarize themselves with our product range, shelf life of products and storage conditions. A one to one meeting can be arranged should the distributor require it, where by one of our representatives can come and brief the team or alternatively distributors can phone/email for more information. Chocolate Prints Pty Ltd cannot be held liable for lack of information supplied by the Distributor to it's