



## Patane Produce: General Terms of Trade

### Orders & Product Specifications

Upon receipt of an Official Order (via email or WhatsApp), Signed Order Confirmation or Proforma Invoice by Patane Produce from the Customer to proceed with the supply, it is then understood that the Customer has read, agreed to and accepts all the conditions set out in this agreement.

Product specifications must be provided to Patane Produce at the date of order otherwise the general Export Specifications available from Patane Produce will be used. With all quality claims, there will be 5% tolerance on all variation of specifications.

If a 'Retail' Company is supplied as a second party or Consignee, Product Specifications for that 'Retail' market must be supplied to Patane Produce prior to accepting and packing the order.

### Inspection on Arrival

The Temperature Data Logger must be downloaded for all deliveries and data forwarded to Patane Produce as part of any claim. The Customer must inspect the Product immediately upon delivery and must within 48 hours of delivery give written notice to Patane Produce, with full particulars of any claim that the Product is not in accordance with what was ordered by the Customer. All claims to be emailed to [info@pataneproduce.com.au](mailto:info@pataneproduce.com.au). Product must be inspected by the original Consignee or Buyer within the specified time frame. Claims by second or third parties will not be accepted unless Patane Produce is notified at the point of order.

### Claims

Particulars of a Claim must include colour photographs, quantities claimed and complete readings from the temperature recording device which is placed in each shipping container.

If the Customer does not give said notice then the Product is deemed to have been accepted by the Customer and the Customer must pay for the Product in accordance with these General Conditions except for either an inherent fault or a fault not ascertainable by reasonable examination - the onus of proof being on the Customer. The parties shall negotiate in utmost good faith to ascertain the cause of loss or damage to Products and whether a credit may be due.

If common resolution cannot be agreed, both parties shall appoint an independent Surveyor or Person to arbitrate between the parties to reach an agreement. Both parties will share the expense of this person equally.

During this period whilst the Products are under the Customer's control, they will exercise all reasonable care and skill in handling and storage.

Quality claims or damage claims are to be settled in 14 days and before any further containers are packed or ordered. Future shipments will be suspended until there is a mutual resolution.

### Deposits

Agreed deposits are to be received into our bank account prior to container loading. If deposits are received with insufficient time to arrange the container shipment, the load will be delayed until the next sailing date. The product if already packed, will be held until the next dispatch period. The Customer will be notified of the delay. Patane Produce cannot be held liable for the unavailability of sea containers, missed trans-shipping connections or shipping berths due to time constraints on late or delayed payments.

### Payment Terms

Payment terms are to be adhered to and any time delays will affect the delivery of future shipments. Any legal costs incurred in recouping payments will be borne by the Buyer.





### **Product Shortage**

When Produce does not meet our agreed quality specifications, Patane Produce will advise the Buyer/Consignee prior to packing for instruction. We will make every effort to meet Customer expectations and program schedules, however we reserve the right to reschedule or delay shipments without liability if we cannot meet the product requirements. If schedules cannot be met, we will provide alternative product specification.

### **Cancelled Orders**

Orders may be cancelled within 48 hours on a confirmed written order unless packing has already commenced. Once a container has sailed, an order cannot be cancelled by the Customer. Similarly, if packing of the order has commenced at the time of cancellation, Patane Produce will pass all costs on to the Customer and no further orders will be processed until the payment has been settled.

### **Documents & Container Redirection**

Order Confirmation forms must be checked and signed by the Customer within two days and will be used for dispatch of documents by Courier (DHL). If no confirmation of details is received by Patane Produce within two days, then Patane Produce will assume they are correct and will issue the original documents and send to the Customer. Any incorrect information on these documents is the property of the Customer. If Patane Produce is asked to amend any documents after the details have been checked, any costs will be passed to the Customer and paid prior to documents being couriered. Similarly, if a different destination is requested by the Customer and it is possible to be organised by Patane Produce, then the costs will be paid for by the Customer and paid prior to the documents being couriered.

### **Port Activities & Ship Disruptions**

Patane Produce cannot be held liable for any shipping disruption due to Port activities, ship cancellations or ship breakdown delaying the voyage.

### **Warranty of Authority**

Any person who signs this agreement on behalf of the Customer warrants that for all purposes of the agreement he is the duly authorised agent of the Customer. If such person is not the duly authorised agent of the Customer then in consideration of Patane Produce accepting the order he shall be deemed to be the Customer and agrees to be bound by all the terms and conditions of this agreement.

### **Customer as representative**

Where a Customer purchases any Product (including service) for the benefit of a 3rd party, whether as agent or in any other capacity, until that 3rd party has paid for the goods or service in full, the Customer will remain liable as the primary debtor for that Product.

### **INFORMATION SCHEDULE SUPPLIER:**

Patane Produce (WA) PTY LTD ("Supplier")  
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