

Terms and Conditions governing provision of Products and Services by Classic Oak

1. Application

1.1 When we say "We", "Us" "Our" or "Classic Oak", we are referring to The Classic Oak Products Pty Ltd (ACN 050 332 913) references to "You", "Your", "Customer" or "Client", refer to the entity that has placed a Purchase Order for Goods with Classic Oak.

1.2 If You have placed a Purchase Order for Goods from Classic Oak it is understood that You have read and agreed to these terms and conditions (**T&C's**).

1.3 These T&C's can change at any time, by continuing to order Goods from Us, You agree to any changes or revisions to these T&Cs.

2. Orders

2.1 A Purchase Order will be deemed as accepted on the earlier of Classic Oak sending a Purchase Order acknowledgment in writing to You or on delivery to You of the ordered Goods.

3 Delivery and Collection

3.1 FIS Terms Classic Oak will deliver Your ordered Goods during ordinary business hours (unless otherwise agreed) to a delivery point nominated by You, or where not specified, to a delivery point at Classic Oak's discretion.

3.2 You warrant and agree that You will provide facilities for the efficient receipt and safe, prompt unloading of the Goods.

3.3 FOT Terms Classic Oak will release goods to your nominated delivery company in which we have no further association with any delivery or insurance. If it is agreed that Classic will arrange delivery then this will be done on the same basis as per 3.1 and 3.2 above and you will be invoiced at the agreed rate plus fuel levy as quoted prior to despatch

4 New Barrel Warranty

4.1 A 12 month Warranty applies for all new barrels from date of delivery, subject to correct use in accordance with accepted practice.

4.2 Please notify Classic Oak of any damage or defects detected immediately upon receipt of your barrels.

5 Fees

5.1 Prices indicated in any Price List are subject to alteration by Classic Oak without notice, by continuing to order Goods from Classic Oak, You agree to any such changes.

5.2 Unless otherwise specified to You by Classic Oak, the price of the Goods shall be the price prevailing at the date a Purchase Order is submitted by You to Classic Oak.

6 Payment

6.1 Classic Oak will issue you with an invoice once your Purchase Order for Goods has been processed and delivered or in the case of a Stock order upon despatch.

6.2 Payment terms for invoices are 30 days from invoice date.

6.3 Payment is accepted via the following methods:

- (a) EFT;
- (b) Cheque;
- (c) Visa; or
- (d) Mastercard.

6.4 If You fail to make payment of an invoice issued to you by Classic Oak, time being of the essence, We may take the following action:

- (a) more than 90 days overdue - we will put your account on hold until all outstanding Fees are collected.
- (b) more than 120 days overdue - we will send your account to a debt collection agency.

7 Our Intellectual Property

7.1 You acknowledge and agree that Classic Oak shall retain the Intellectual Property Rights in any Goods, product documents or other information provided to You by Classic Oak under these T&C's.

8 Confidentiality

8.1 You must keep all confidential and proprietary information provided or disclosed by Classic Oak to You confidential and You must ensure that Your employees, agents and/or contractors assume the same obligations.

8.2 For the purpose of these T&C's, such information includes, but is not limited to, information relating to Classic Oak's business affairs, methods of carrying on business and its pricing arrangement (if any) with You.

9 Warranties and Liability

9.1 You make the following warranties to Classic Oak:

- (a) Where You provide Classic Oak with any Product Material for the purpose of Classic Oak developing Your Goods, that You are entitled to use the Product Material and that its use by Classic Oak will not infringe upon the Intellectual Property Rights or Moral Rights of any third party.
- (b) Classic Oak will not be liable to You for damages or any other remedy for failure to perform its obligations under these T&C's due to a Force Majeure Event.
- (c) That a Force Majeure Event will not relieve You from any obligation to pay for Goods already delivered or capable of delivery to You by Classic Oak after a Force Majeure Event comes to an end.
- (d) Classic Oak will not be liable to You for damages or any other remedy due to delay where Classic Oak has used its reasonable endeavours to meet any agreed deadlines.
- (e) That Classic Oak will not be liable to You for any business interruption, loss of revenue, loss of income, loss of business, loss of profits, loss of opportunity, loss of contracts or any other indirect or consequential loss arising in connection with, or as a result of, the provision of Goods by Classic Oak to You.

9.2 Notwithstanding anything else contained in these T&C's, the maximum liability of Classic Oak to You whether under contract, at law, in equity or otherwise, is limited to an amount equal to the Fees actually paid by You to Classic Oak.

10 Indemnity

10.1 You shall indemnify Classic Oak from and against all losses, damages, costs and expenses suffered or incurred by Classic Oak, and all claims, demands, actions, suits or proceedings made or brought against Classic Oak arising out of:

- (a) Your breach of any of the provisions of these T&C's;
- (b) Your breach of any of the warranties at clause 9 of these T&C's; and/or
- (c) any loss, damage, or injury, caused by, resulting from or in any way connected with the Goods provided by Classic Oak to You under Your Agreement with Classic Oak and howsoever caused.

10.2 The indemnity at clause 10.1 does not apply to the extent that any such loss or damage arises from the wilful misconduct of Classic Oak, or any of its officers, employees or agents.

11 Default

11.1 Where You are in default under these T&C's, including where You are made subject to an Insolvency Event, Classic Oak will be entitled to refuse to supply or deliver further Goods to You until such time as You have remedied the default.

11.2 Where You are in default of an obligation in relation to payment, then notwithstanding any other rights and remedies available to Classic Oak, Classic Oak will be entitled to:

- (a) Interest on all overdue amounts, from the date of default to the date of payment, in full, calculated at 10% per annum;
- (b) the costs to Classic Oak, on an indemnity basis, of recovering any overdue amounts, including but not limited to legal and/or debt collection costs; and/or
- (c) terminate or suspend, without incurring any liability to You, any Purchase Order in force between You and Classic Oak for the supply of Goods, whether under these T&C's or otherwise.

12 Risk and Title

12.1 FIS terms Risk in the Goods passes to You when the Goods have entered your site.

Terms and Conditions governing provision of Products and Services by Classic Oak

12.2 FOT terms Risk in the Goods passes to You when the Goods are collected by your transport company

12.3 Classic Oak is not liable for any theft, damage or loss of Goods once title has passed.

13 Application of the PPSA

13.1 In this clause, PPSA means the *Personal Property Securities Act 2009* (Cth). If a term used in this clause has a particular meaning in the PPSA, it has the same meaning in this clause.

13.2 This clause applies to the extent that Classic Oak's interest in any Goods is a security interest.

13.3 You acknowledge and agree that Classic Oak may apply to register a security interest in the Goods at any time before or after delivery of the Goods to you. You waive your rights under section 157 of the PPSA to receive notice of any verification of the registration.

13.4 You acknowledge and agree that Classic Oak shall be entitled to apply amounts it receives from You to amounts owing to it in such order as Classic Oak chooses.

13.5 If you default in the performance of any obligation owed to Classic Oak under these T&C's or any other agreement for Classic Oak to supply Goods to You, You acknowledge and agree that Classic Oak may enforce its security interest in any Goods by exercising all or any of its rights under these T&C's or the PPSA.

13.6 To the maximum extent permitted by law, Classic Oak and You acknowledge and agree that the following provisions of the PPSA do not apply to the enforcement by Classic Oak of any security interest it has in the Goods: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143.

14 Implied Terms

14.1 Except for any warranties expressly made in these T&C's, all conditions, warranties, undertakings or representations, express or implied, arising by statutes, general law or otherwise are expressly excluded to the extent permitted by law.

15 Severability

15.1 If any provision of these T&C's is wholly or partly invalid or unenforceable in any jurisdiction, that provision will be severed and will not affect the validity or enforceability of the remaining provisions which will continue in full force.

16 GST

16.1 If any amounts payable by You are subject to Goods & Services Tax (GST), then You are liable to pay the GST on that amount.

17 Waiver

17.1 The failure of a party to at any time to require performance of any obligation under these T&C's is not a waiver of that party's right to assert any remedy for breach of that obligation and at any other time to require performance of that or any other obligation under these T&C's.

18 Inconsistency

18.1 Should any inconsistency exist or arise between a provision of these T&C's and a provision of any exhibit, schedule, or other document incorporated by reference, the provisions of these T&C's shall prevail.

19 Notices

19.1 Any notices under these T&C's must be in writing which may be given by personal delivery, pre-paid postage or facsimile to the party's business address or registered office.

20 Entire Agreement

20.1 Your Agreement with Classic Oak constitutes the entire agreement between the parties in relation to its subject matter and the parties agree that all prior representations, agreements, statements and understandings, whether verbal or in writing, have not been relied upon and are expressly excluded.

21 No Agency

Nothing in this Agreement constitutes or shall be deemed to constitute a partnership or agency between Classic Oak and You for any purpose whatsoever and Classic Oak and You agree and acknowledge that neither the Classic Oak nor You has the authority or power to bind the other or to contract in the name

of and create a liability against the other in any way or for any purpose.

22 Jurisdiction

22.1 These T&C's are governed by the laws of New South Wales Australia and each party submits to the exclusive jurisdiction of the courts of that state and waives any right to any claim of *forum non-conveniens*, inconvenient forum, or transfer or change of venue.

23 Definitions and Interpretation

The following definitions shall apply to these T&C's:

Agreement shall mean a Purchase Order, these T&C's and any other document incorporated by reference.

Fees shall mean any fees payable by You to Classic Oak in accordance with the terms of a Purchase Order or these T&C's from time to time. Ag.

Goods shall mean the goods, materials, supplies, equipment or other items identified in a Purchase Order.

Force Majeure Event shall mean any event beyond Classic Oak's control including without limitation an act of god, government interference, trade or industrial disputes, power outage and/or non-delivery or shortage of supplies.

Insolvency Event shall mean in relation to an entity that it is unable to pay its debts as and when they fall due or is subject to a winding up in insolvency application or is placed into liquidation, administration or receivership.

Intellectual Property Rights shall mean the rights in any patents, copyright, designs, trademarks (registered or unregistered), domain names, confidential information and all rights of a similar nature which subsist in Australia or elsewhere whether or not such rights are registrable or capable of being registered.

Moral Rights shall mean the right of integrity of authorship, the right of attribution of authorship of a work and the right not to have the authorship of a work falsely attributed, as defined in the *Copyright Act 1968* (Cth).

Price List shall mean the price of Goods from time to time as set out on our website or as otherwise provided to You by Classic Oak at Your request.

Product Material shall mean shall mean any artwork, graphics, logos, symbols, information, documents, audio, or other materials in which Intellectual Property Rights subsist, supplied by You to Classic Oak for the purposes of this Agreement.

Purchase Order shall mean Your request for Classic Oak to supply You with Goods either in writing by submitting to Classic Oak a standard form document entitled 'Purchase Order Form' or by placing an order with Classic Oak either online or via telephone.

Third Party Intellectual Property shall mean any material owned by a third party in which Intellectual Property and/or Moral Rights subsist.