

HBW FOODSERVICE – TERMS & CONDITIONS OF TRADE

1. Definitions – 'Supplier' means HBW Foodservice. 'Customer' means the applicant identified in this agreement. 'Goods' means all goods and services supplied by the Supplier to the Customer.

2. Payment Terms – Unless otherwise agreed in writing, payment shall be made within 7 days from the date of invoice. New customers may initially be placed on prepaid terms at the Supplier 's discretion.

3. Credit Approval – Credit facilities are granted subject to satisfactory trade references and ongoing creditworthiness. The Supplier reserves the right to reduce, suspend, or withdraw credit facilities at any time.

4. Retention of Title – Ownership of the goods remains with the Supplier until full payment has been received. Risk passes to the Customer upon delivery.

5. Personal Property Securities Act (PPSA) – The Customer acknowledges that these terms create a security interest under the PPSA and agrees to sign any documents required by the Supplier to protect its interest.

6. Delivery – Delivery dates are estimates only. The Supplier shall not be liable for delay or failure to deliver caused by circumstances beyond its reasonable control.

7. Claims & Returns – Claims for shortages or damage must be made within 24 hours of delivery. Returns are subject to Supplier approval and may incur restocking fees.

8. Pricing – Prices are subject to change without notice. The price charged will be the price current at the date of supply.

9. Privacy – The Supplier collects personal information for the purpose of assessing credit applications and managing accounts. Information may be disclosed to credit reporting agencies and trade referees for these purposes.

10. Default – If the Customer defaults in payment, the Supplier may charge interest at 2% per month and recover all costs incurred in the collection of overdue accounts, including legal fees.

11. Governing Law – These terms are governed by the laws of Queensland, Australia.

12. Amendments – The Supplier may amend these Terms & Conditions by providing 30 days ' written notice or by publishing the revised terms on its website.

For full details of HBW Foodservice ' s trading policies and privacy statement, please contact Accounts at accounts@hbwfood.com.au or visit www.hbwfood.com.au.

HBW FOODSERVICE – PRIVACY POLICY

Effective Date: [Insert Date]

HBW Foodservice (“ we ” , “ our ” , “ us ”) is committed to protecting the privacy of our customers, suppliers, and staff. This policy explains how we collect, use, store, and protect your personal information in compliance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).

1. What personal information we collect

We may collect your name, position, and contact details; business and trading information including ABN; trade references; payment details; and order or communication history. We only collect information that is reasonably necessary for our business operations.

2. How we collect information

We collect information directly from you when you apply for an account, place an order, or communicate with us. We may also receive information from trade referees or credit agencies when assessing credit applications.

3. Why we collect personal information

We collect and use your personal information to set up and manage accounts, process and deliver orders, assess creditworthiness, communicate with you, and comply with legal obligations.

4. How we store and protect your information

Your personal information is stored securely in our business systems and protected against loss, misuse, or unauthorised access. When no longer required, it is destroyed or de-identified in accordance with privacy laws.

5. Disclosure of information

We may disclose information to our employees, service providers, credit reporting agencies, financial institutions, and government authorities as required. Third parties must maintain confidentiality and only use information for the agreed purpose.

6. Accessing and correcting your information

You may request access to or correction of your personal information at any time by contacting us. We will take reasonable steps to ensure information is accurate and up to date.

7. Direct marketing

We may send you promotional material or product updates. You can opt out anytime by following the instructions in our communications or contacting us directly.

8. Cookies and website tracking

Our website and online ordering systems may use cookies and analytics to improve performance and user experience. You can disable cookies in your browser settings if you prefer.

9. Changes to this policy

We may update this Privacy Policy from time to time. The latest version will be available on our website at www.hbwfoodservice.com.au/privacy-policy.

10. Contact us

If you have questions or concerns about how we handle your information, please contact us:

**HBW Foodservice PO Box 1383, Hervey Bay QLD 4655 Phone: (07) 4128 4144
Email: accounts@hbwfood.com.au**

We will respond to your enquiry as soon as reasonably possible.

Summary: We collect and use your information only to manage your account, deliver orders, and communicate with you. We will never sell your details to anyone.