

Bestlan Bananas Pty Ltd  
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Bestlan Group of Companies

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## PURCHASE ORDER

### TERMS AND CONDITIONS

1. By accepting this purchase order and agreeing to supply the goods to Bestlan, you represent to Bestlan that:
  - a) you have the capacity to fulfil the order;
  - b) you are able to deliver the goods ordered to the location and within the time required by Bestlan;
  - c) the goods you supply to Bestlan will be suitable, of an acceptable quality and reasonably fit for their intended purpose namely, the manufacture of processed dried fruits, value-added fruit pulps, purees and pastes for inclusion in the bakery, confection, dairy, nutritional snack, frozen dessert and ice-cream manufacturing industries;
  - d) the goods to be delivered to Bestlan will accord with the description set out above.
2. \*\*If Bestlan does not receive your certificate of analysis within 24 hours prior to delivery or, upon its inspection of the goods prior to taking delivery, Bestlan discovers that any of the representations made and expressed in clause 1 above have not been satisfied (including but without limitation, the goods are past their "use by" or "best before" date), then Bestlan reserves the right to refuse to take delivery of the goods.
3. In the event of Bestlan's non-acceptance of the goods, it shall have no liability to you whatsoever or howsoever including, but without limitation, for any costs associated with the return of the goods to you.
4. Risk in the goods will not pass from you to Bestlan until delivery has been taken and the goods have been signed for by Bestlan.
5. In the event Bestlan suffers any loss or damage by reason of the goods not being delivered for any of the reasons mentioned above, you indemnify Bestlan for all such loss or damage.