

WHOLESALE TERMS AND CONDITIONS OF SALE

Version 1.1 | Effective date: 31 July 2026

1. About these Terms

1.1 These Terms and Conditions of Sale (Terms) apply to wholesale purchases from JLR Expert Importers through our website, by email, telephone, quotation, purchase order, account portal or another approved ordering channel.

1.2 In these Terms, JLR, we, us and our mean JLR EXPERT IMPORTERS Pty Ltd, ABN 35 656 848 476, of 3/85–91 Broun Avenue, Morley WA 6062. Customer, you and your mean the business named on the approved wholesale account, quotation or invoice.

1.3 By applying for or using a wholesale account, placing an order, submitting a purchase order or accepting a quotation, the person acting for the Customer confirms that they are authorised to bind the Customer and that the Customer agrees to these Terms.

1.4 These are business-to-business terms and do not create retail or public purchasing rights. Some business purchases may nevertheless be protected by the Australian Consumer Law (ACL). Nothing in these Terms excludes, restricts or modifies a right, guarantee, remedy or liability that cannot lawfully be excluded, restricted or modified.

2. Wholesale account approval and use

2.1 JLR supplies approved retailers, distributors, food-service businesses and other trade customers. Wholesale access is not available for personal or household purchasing unless JLR expressly agrees in writing.

2.2 Account approval, wholesale pricing, credit terms and product availability may be subject to registration, a valid ABN, identity and authority verification, business checks, trade references, purchasing history and JLR approval. An online login does not by itself create an approved wholesale or credit account.

2.3 The Customer must keep its legal name, ABN, ownership, authorised contacts, billing and delivery addresses and payment details accurate and current. The Customer must promptly notify JLR of a change in ownership, control, solvency or authority to place orders.

2.4 The Customer must protect login credentials and restrict account use to authorised personnel. The Customer is responsible for orders and instructions submitted through its account or by an apparent authorised representative, except to the extent caused by JLR's breach of law or failure to take reasonable security measures.

2.5 JLR may suspend wholesale access, ordering or credit where reasonably necessary because of overdue amounts, suspected fraud, misuse, security concerns, insolvency risk, inaccurate account information or a material breach of these Terms.

3. Product information

3.1 We take reasonable care to present accurate product names, descriptions, pack sizes, images, ingredients, allergen information, country-of-origin information, storage requirements, expiry or best-before information, stock status and pricing.

3.2 Packaging, artwork, formulation, supplier and product appearance may change. Images are illustrative and may show a different batch or date marking. The Customer must inspect the physical label before resale or use and must not rely solely on website images or previous stock.

3.3 Carton configurations and selling units are stated on the product page, quotation or invoice. A notation such as "18 x 1 kg" means 18 units of 1 kg each per carton unless otherwise stated. Contact us before ordering if the selling unit is unclear.

3.4 Frozen, chilled and other temperature-sensitive goods require continuous appropriate handling. The Customer must arrange an authorised recipient, prompt unloading, temperature-appropriate transport where collecting, and immediate suitable storage after risk passes. This does not affect rights arising from goods that were unsafe, defective or improperly handled before risk passed.

4. Prices, GST and charges

4.1 All prices are in Australian dollars. Wholesale prices are exclusive of GST unless the website, quotation, price list or invoice expressly states otherwise. GST and any other amount required by law will be added and shown on the tax invoice.

4.2 Prices may be per unit, pack, carton, kilogram, pallet or another stated selling unit. Freight, refrigerated transport, handling, fuel, remote-area, redelivery and other applicable charges will be disclosed before acceptance or agreed where they must be quoted separately.

4.3 We may change prices for future orders. A price change does not affect an order already accepted, except where both parties agree or where the displayed price was an obvious genuine error and the law permits correction.

4.4 If a price, promotion, pack size or product description contains a genuine error, we may contact you before acceptance to offer the correct details or allow cancellation. We will not process an order at a corrected price without your agreement.

5. Orders and contract formation

5.1 A wholesale order or purchase order is an offer by the Customer to buy the stated goods under these Terms. An automated acknowledgement confirms receipt only. A binding contract is formed when JLR issues an acceptance or order confirmation, confirms acceptance through an authorised representative, or dispatches the goods, whichever occurs first.

5.2 Orders are subject to current account approval, credit status, stock allocation, supplier availability, payment authorisation, minimum order value, full-carton or pallet quantities, geographic limits and cold-chain delivery feasibility.

5.3 We may reasonably reject or limit an order before acceptance because of insufficient stock, geographic or cold-chain restrictions, account status, suspected fraud, legal restrictions or a genuine listing error. Any payment taken for unaccepted goods will be refunded promptly.

5.4 JLR may propose a backorder, partial supply, revised quantity, suitable substitute, account credit or refund for unavailable goods. A materially different substitute will not be supplied without the Customer's agreement.

6. Payment, invoices and credit

6.1 Available wholesale payment methods are those stated on the quotation, checkout or approved account. They may include bank transfer, card, offline payment or approved trade credit. JLR may change available methods for future orders on reasonable notice.

6.2 Unless separate approved credit terms apply, cleared payment is due before dispatch or collection. A credit Customer must pay each invoice in full by its due date without set-off or deduction except where agreed in writing or required by law.

6.3 JLR will issue a tax invoice or other required record. The Customer must check invoices, quantities, GST and account allocations and promptly notify JLR of an apparent administrative error. An invoice query does not suspend payment of undisputed amounts.

6.4 For business accounts, overdue amounts may result in suspension of further supply. JLR may recover reasonable, properly incurred debt-recovery costs to the extent permitted by law and the applicable agreement. Any interest, security, personal guarantee, retention-of-title or PPSA arrangement must be set out in separate written credit terms accepted by the Customer.

7. Delivery, freight and collection

7.1 Wholesale delivery areas, minimum orders, collection options, estimated timeframes and charges are stated on the website, quotation, freight advice or order confirmation. Delivery dates and time windows are estimates unless JLR expressly guarantees them in writing.

7.2 The Customer must provide a complete commercial delivery address, authorised contact, receiving hours, equipment or access restrictions and a safe unloading area. Reasonable additional costs caused by incorrect details, delay, failed attendance, unsafe access, rejected delivery or redelivery may be charged.

7.3 For JLR-arranged delivery, risk passes when the goods are delivered at the nominated address. For collection by the Customer or its nominated carrier, risk passes when the goods are handed over at JLR's premises or other agreed collection point, except to the extent mandatory law provides otherwise.

7.4 Ownership of goods passes when JLR receives full cleared payment, unless mandatory law or separate written credit terms provide otherwise.

7.5 The Customer must inspect the delivery and promptly record visible carton damage, temperature concerns, shortages or incorrect goods. Notice preferably within 24 hours for frozen, chilled and perishable goods assists investigation but is not a strict expiry of a right that cannot lawfully be excluded. Claims are handled under the Wholesale Returns, Refunds and Cancellations Policy.

8. Cancellations and order changes

8.1 An authorised account contact must request a change or cancellation immediately. JLR may approve it without charge before processing, stock allocation, picking or supplier commitments begin.

8.2 After goods have been allocated, picked, packed, transferred, specially imported or ordered, dispatched or booked with a carrier, JLR may refuse a discretionary cancellation or recover reasonable disclosed costs where permitted by law.

8.3 If JLR cancels an accepted order because supply becomes unavailable, impossible or unlawful, JLR will notify the Customer and provide an appropriate credit or refund for unsupplied goods. This does not limit any additional remedy required by law.

9. Returns, refunds, replacements and credit notes

9.1 Our Wholesale Returns, Refunds and Cancellations Policy forms part of these Terms and sets out claim evidence, return authorisation, freight, replacement, refund and credit-note procedures.

9.2 If goods have a major failure, are unsafe, materially different from their description or otherwise fail a consumer guarantee, an eligible consumer may choose the remedy available under the ACL, which may include a refund or replacement. For a minor failure, JLR may choose to repair, replace or otherwise remedy the failure within a reasonable time.

9.3 The authorised account contact must provide the account and invoice details and may be asked for photographs, carton quantities, batch or lot codes, date markings, storage or temperature evidence, stock verification, return or safe-disposal confirmation.

9.4 Wholesale change-of-mind and Customer ordering-error returns are discretionary and require prior written authorisation. Frozen, chilled, perishable, short-dated, clearance, promotional, discontinued, specially imported, specially ordered, opened or temperature-sensitive goods will generally not be accepted. These restrictions do not apply where a contractual or statutory remedy is required.

9.5 After approval and any required verification, collection or disposal confirmation, JLR may issue replacement stock, an account credit, credit note or refund. A credit note may be applied first to the related invoice or other account amounts due. It will not replace a right to a refund where applicable law gives the Customer that choice.

10. Promotions, discounts and vouchers

10.1 Wholesale promotions, rebates, discounts and vouchers are subject to their published account eligibility, dates, qualifying spend, carton or stock limits, redemption limits and exclusions. Unless stated otherwise, they cannot be combined and do not apply to freight, surcharges, GST or completed orders.

10.2 We may end or correct a promotion where required by law, stock is exhausted, fraud or misuse occurs, or a genuine error materially affects the offer. We will honour rights already accrued where required by law.

11. Food safety, recalls and responsible use

11.1 The Customer must maintain lawful food-storage, cold-chain, stock-rotation, traceability and handling practices; follow all label, allergen and preparation instructions; and ensure staff and downstream customers receive required product information. Labels, batch codes and date markings must not be altered, obscured or misrepresented.

11.2 If goods are recalled or subject to a safety notice, JLR may use account and order information to contact affected Customers. The Customer must promptly isolate stock, stop sale or distribution, follow instructions, preserve traceability records and cooperate with reasonable downstream customer-notification, collection or disposal steps.

12. Website, accounts and intellectual property

12.1 Website content, branding, product photography and other materials owned or licensed by JLR may not be copied, republished or commercially exploited without permission, except as allowed by law.

12.2 You must not misuse the website, interfere with security, introduce malicious code, scrape restricted wholesale information, impersonate another person or use an account for unlawful or fraudulent activity.

12.3 We do not guarantee uninterrupted website availability. Planned maintenance, security events and third-party service interruptions may temporarily affect access. Accepted orders remain governed by these Terms.

13. Privacy and marketing

13.1 JLR handles personal information about proprietors, directors, staff, authorised buyers, guarantors and delivery contacts in accordance with its Privacy Policy, including for account verification, ordering, credit, delivery, fraud prevention, recalls and complaints.

13.2 Operational communications about accounts, invoices, orders, deliveries, safety and recalls are separate from marketing. Marketing consent must be handled separately, and commercial electronic messages will include a functional unsubscribe method where required by law.

14. Liability

14.1 Nothing in these Terms excludes liability that cannot lawfully be excluded, including liability under the ACL.

14.2 To the extent permitted by law, JLR is not liable for indirect or consequential business loss, lost profit, lost resale opportunity, loss of goodwill or stock deterioration caused after risk passed, to the extent the loss was not reasonably foreseeable or resulted from the Customer's storage, handling, transport, labelling, recall or delivery failure.

14.3 For supplies not ordinarily acquired for personal, domestic or household use, where the law permits limitation, JLR's liability may be limited to replacement of the goods, supply of equivalent goods, repair of the goods, or payment of the cost of replacement or repair, at JLR's election.

15. Events beyond reasonable control

15.1 Neither party is responsible for delay or failure caused by events beyond reasonable control, such as severe weather, transport disruption, port or customs delay, industrial action, epidemic, government restriction, utility failure or supplier interruption, except for obligations that cannot be excluded by law.

15.2 The affected party must take reasonable steps to reduce the impact and resume performance. JLR may allocate limited stock reasonably among wholesale customers. If delay becomes substantial, the parties may discuss cancellation of affected goods and an appropriate account credit or refund.

16. General

16.1 If a specific accepted quotation, written credit agreement, promotion or approved account term conflicts with these Terms, the more specific written term prevails to the extent of the inconsistency, subject to mandatory law.

16.2 If any provision is invalid or unenforceable, it will be read down or severed to the minimum extent necessary without affecting the remaining provisions.

16.3 A failure or delay to enforce a right is not a waiver. Rights and remedies are cumulative unless the law provides otherwise.

16.4 We may update these Terms for future orders. The version in effect when an order is accepted applies to that order unless a change is required by law or agreed by both parties.

16.5 These Terms are governed by the laws of Western Australia and the parties submit to courts with jurisdiction there, without limiting any statutory right to bring proceedings elsewhere.

17. Contact and complaints

Wholesale account questions, invoice disputes, complaints, return requests and legal notices may be submitted through the Contact Us form or sent to:

- JLR EXPERT IMPORTERS Pty Ltd — ABN 35 656 848 476
- Address: 3/85–91 Broun Avenue, Morley WA 6062
- Email: adminsupport@jlrexpertimporters.com.au
- Telephone: +61 415 612 198

Please include the wholesale business name, authorised contact, account number, order or invoice number, relevant product details and the outcome sought. We will acknowledge and address complete complaints within a reasonable time.