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Australian suppliers of quality bras and lingerie.

Customer Information Kit – Domestic and International

Dear Customer,

Thank you for your interest in Gala Bras products. We are very proud to offer our customers a quality lingerie range with consistent fit and excellent value for money. With a growing international presence, Gala products are proving popular with consumers around the world. Contained in this document, you can find our policies and procedures in relation to the supply of goods and services for both domestic and international customers.

Customer registration and account applications

Before we present you with our wholesale price list, we ask that you download, complete and return our Customer Registration form located on the "Wholesale Information" page of our website.

http://www.galabras.com/wholesale_information.htm

Once we have your completed form, we will process your application, verify your business details and setup a trading account for you. Once complete, we will email or fax our wholesale price list for your records.

International customers should complete the same form and advise your Tax ID number for Customs Purposes e.g., GST / RFC / VAT / IN / EIN / ABN, or as locally required so we can avoid delivery delays. Please note that we do not supply product to the United States due to quota restrictions on our products. Unfortunately there is nothing we can do about this.

Placing Orders

When you are ready to place your order, we can accept your order by fax, email or phone. If the order is large it is essential for you to send your order by email or fax to minimize the chance of transcript errors. Once we have your order, we will check the details and advise of any issues by return. Your order will then be picked out and a pro-forma invoice will be raised for your reference. We will email or fax this pro-forma invoice to you and it will contain any freight charges if applicable. This pro-forma invoice will require payment before dispatch.

Domestic orders will usually include hangers for the garments, unfortunately all International orders will not include hanging due to the high cost of courier transportation.

Usually orders will be dispatched the following business day though occasionally there may be a delay of a few days during peak periods. Where an item is out of stock, we will not backorder as our purchasing structure is mostly based on one-off orders with no further stock available. We can hold orders for delivery at a certain future date and will accommodate your requests wherever we can. If you have any further questions or concerns, please feel free to contact us, we are happy to assist you.

Payments, Tax, Services and Accounts



Before we can dispatch your order we need to confirm the payment of your pro-forma invoice. All Gala Bras invoices are billed in Australian dollars. All payments are charged in Australian dollars and international customers should be aware of exchange rate costs involved in each transaction.

Domestic orders will include a GST (Goods and Services Tax), international orders are provided tax free.

Customers can call us on +61 7 5593 5994 for any queries or phone payments. We accept Mastercard, Visa, American Express, JCB or Diners Club credit and charge cards. We also can request payment through PayPal, which allows

International customers to pay for goods using their own funds in a bank account or using credit with a Visa or Mastercard linked to their account.

Domestic and International orders over AUD\$2,000.00 will require payment by direct deposit or telegraphic transfer respectively into the nominated account below. We ask as a minimum that you attach your account number as a payment reference for ease of reconciliation. Alternately we can also accept payments through Paypal – giving you the choice to pay using your bank account or credit cards for orders up to \$2,000.00, or by cheque drawn on an Australian bank.

Bank: National Australia
Bank Branch: 8 Scarborough Street Southport
SWIFT Code: **NATAAU3304B**
Account Name: GALA BRAS PTY LTD
BSB Number: 084 - 917
Account Number: 629095270
Reference: Your account number

To avoid delay in applying payments to outstanding invoice/s, on lodging a direct debit, please send a remittance advice by fax to +61 7 5593 7849 or by email to admin@galabras.com. This will ensure the timely despatch of your order.

Please note that on the back of every invoice are our Terms of Sale. Under these terms the title to the goods remains with Gala until payment is received in full.

Returns and Faulty Goods

All faulty goods should have the following information available, prior to contacting us for a return authorisation number.

- 1. Style / Colour / Size and fault**
- 2. Whether the item was a stock return or a customer return**
- 3. The invoice number if stock return or purchase date if a customer return**

You may contact Gala by email at admin@galabras.com or phone us on +61 7 55935994 asking for a **return authorisation** number and instructions. This RA number should be clearly written on the packaging of the return, and referred to on your credit note. Please note that any return received by Gala without a RA number, will be assessed, but will not be entitled to reimbursement of domestic postage charges. We will not accept COD returns under any circumstances. Faulty bras may be credited without return at our complete discretion. International customers should contact us by email and prepare photographic evidence of any faults that can be emailed to us for evaluation and instruction.

For goods returned other than faulty stocks, i.e. not wanted, please email or call to discuss the situation. To be eligible for a return the goods must be returnable in the condition they were received. Price tags, security tags, hangers must all be removed prior to the return and the return freight cost is borne by the customer. A restocking fee of 20% may be levied against the account or reduced from the credit for out of pocket expenses such as commission paid, discount taken, labour charges for the pick and return check, packaging materials and the original freight cost.

In the instance the return is due to no fault of the customer, we will rectify the problem at our cost.

Remedies for faulty goods include either crediting the product or replacement; the choice lies with the customer. International customers will be credited with any credit amounts deductible from future invoices.

Freight and Charges on Domestic Orders

Domestic customers enjoy free freight on any order over \$350.

Freight charges do not apply to customers with negotiated credit accounts that include free into store (FIS) delivery terms as part of the approved agreement.

Where domestic orders under \$350 are placed, the customer should know that we will charge the full postage or freight cost on the invoice for those goods. The below chart shows freight costs by weight.

Where we believe that attaining a proof of delivery signature is essential, we will use a courier service to obtain a signature as proof of delivery and charge the appropriate freight on the invoice if the order value is below AUD\$350.

To avoid freight charges, we recommend ordering at least 35-50 items per order to attain the \$350 value and you will be emailed the pro forma invoice before shipment so there will be plenty of opportunity to avoid freight charges.

Freight and Charges on International Orders

International **Zone A** customers enjoy free courier shipping on any order over \$350 subject to the country being included on the below list in alphabetical order.

ZONE A

Belgium, Canada, China, Fiji, France, Germany, Italy, Hong Kong, India, Indonesia, Japan, Netherlands, Korea South, Macau, Malaysia, New Caledonia, New Zealand, Papua New Guinea, Philippines, Singapore, Solomon Islands, Sri Lanka, Taiwan, Thailand, United Arab Emirates, United Kingdom, Vanuatu, Vietnam.

The following list of countries will be levied a basic \$30 charge regardless of weight on orders over \$350.

ZONE B

Austria, Bahrain, Denmark, Ireland, Liechtenstein, Luxembourg, Norway, Oman, Qatar, South Africa, Spain, Sweden, Switzerland.

All other destinations **ZONE C** will be levied a basic \$40 charge regardless of weight on orders over \$350.

Domestic Australia Post vs Courier company July 11

Freight Provider	NO POD available		POD Signature required		
	Parcel Post	Express Post	Fastway Couriers	Toll Ipec	Australian Air Express
Transit time / type	Road	Overnight Inter-capital	Overnight Road SE-QLD	Road	Overnight By Air
Order under 500g	\$6.60	\$9.20	\$8.00	n/a	\$9.50
Order under 1Kg	\$10.70	\$11.70	\$8.00	n/a	\$9.50
Order under 3Kg	\$10.70	\$11.70	\$8.00	\$10.50	\$10.50

Default shipping methods are highlighted in pink. South East Queensland customers will use Fastway couriers by default. Gold Coast customers have flat rate shipping of \$4.50. All prices exclude GST.

International Australia Post vs Courier costs July 11

Freight cost for all International orders under \$350

Any orders weighing under 500 grams	Cost \$ 14
Any orders weighing under 1000 grams	Cost \$ 26

Transit time

5 – 15 working days
5 – 15 working days

Orders weighing under 2000 grams or value under \$350

Zone A TNT International Couriers	\$ 30	2 – 5 working days depending on destination.
Zone B TNT International Couriers	\$ 30	5 – 10 working days depending on destination.
Zone C TNT International Couriers	\$ 40	10 – 15 working days depending on destination.

Free courier shipping on orders over \$350 to Zone A; Fixed cost \$30 to Zone B; Fixed cost \$40 to Zone C.

We would be happy to answer any other questions you may have and look forward to welcoming you to Gala Bras in the near future.

Best Regards,

Justin Holst – General Manager

TERMS OF SALE

1) DEFINITIONS

In these terms:

Gala means Gala Bras Pty Ltd ACN 065 739 764 trading as Gala Bras;

Customer means any person, firm or corporation from whom Goods and or services are sold by Gala and its legal personal representatives, successors and permitted assigns;

Goods means any goods sold by Gala from time to time;

Manufacturer means any person, firm or corporation from whom Gala obtains Goods or the materials used to construct Goods, and its personal representatives, successors and permitted assigns.

2) APPLICATION OF THESE TERMS

(a) Each order or request by the Customer to purchase Goods from Gala constitutes an offer by the customer to acquire Goods on these terms. A contract is made only on acceptance of the order or request by Gala, which may be by supply of all or part of the Goods ordered by the Customer.

(b) Where Gala supplies all or part of the Goods ordered or requested by a Customer, these terms are incorporated into that order or request and every subsequent order or request for the purchase of Goods by the Customer from Gala.

3) MANUFACTURER

(a) Gala is dependant on the Manufacturer for quotations, supply, delivery dates, specifications of Goods and all other things relevant to the Goods

4) PAYMENT TERMS

(a) The Customer must pay to Gala the full purchase price for the Goods, shown on the invoice given by Gala to the Customer, within 30 days of the date of the statement, without reduction or deferment on account of any claim, counterclaim or set-off.

(b) If the Customer does not pay the money owed within 30 days of the date of the statement, the Customer may be charged an accounting fee of AUD\$10.00 per week on all overdue amounts until payment in full. The Customer must pay all costs and expenses (including legal costs) which may be incurred by Gala in the attempted recovery of the overdue amounts. Should collection proceedings at any time be required, the Customer agrees to reimburse Gala with all costs, disbursements, debt collection agency fees, search fees, solicitors costs and commission (usually 10%) payable to the collection agency.

(c) Despite any other provisions in these terms, Gala may, in addition to any amounts payable by the Customer under these terms, require the Customer to pay any amount of goods and services tax which is payable or may be payable in respect of the provision of Goods and services to the Customer or anything else to be done under these terms.

5) PROPERTY IN GOODS PURCHASED

(a) Unless otherwise agreed in writing by Gala, no legal or equitable title to the Goods passes to the Customer until the Customer has paid to Gala;

(1) the full price of the Goods; and

(2) the purchase price of all Goods previously supplied by Gala to the Customer.

(b) Until the legal and equitable title to the Goods passes to the Customer, the Customer:

(1) holds the Goods as bailee of Gala returnable at the will of Gala and without prior demand of Gala;

(2) without limiting clause 5(b)(1), on demand by Gala, must immediately deliver up the Goods to Gala;

(3) authorises Gala to enter premises where the Goods are stored for the purposes of taking possession of them; and

(4) must not purport to sell, transfer, assign or otherwise dispose of any right, title or interest in the Goods to any other person. However, until Gala exercises its right to recover possession of the Goods, the Customer may, but only to the extent necessary for the ordinary course of the Customer's business, deal with the Goods and pass title to a purchaser of the Goods.

(c) The Customer must indemnify Gala for any damage arising from or in connection with the recovery of possession of the Goods by Gala.

6) DELIVERY AND RISK

(a) Gala may agree to sell and deliver the Goods to the Customer without making a separate charge for delivery. In that event, delivery occurs and risk passes to the Customer when:

(1) the Goods are left at the premises which the Customer nominated; and

(2) without limiting any other means, an acknowledgement of delivery is executed by a person apparently employed by the occupier of the premises. An executed acknowledgement is conclusive evidence of delivery.

(b) Gala will not accept responsibility for non-delivery of Goods to the Customer where no signature or proof of delivery can be obtained.

(c) the Customer acknowledges that any agreed or stated delivery period is an indication only of the anticipated period of the Goods and that such an agreement does not make time of the essence of these terms. The Customer is not relieved of the obligation to accept the Goods because of any delay in delivery.

(d) if Gala decides that it is or may be unable to deliver the Goods within a reasonably anticipated time or at all, Gala may at its sole discretion terminate the agreement with the Customer and the Customer will have no claim against Gala for any damage, loss or expense.

7) GENERAL

(a) The Customer agrees to notify Gala in writing of any changes or alterations to ownership, legal entity or trading style;

(b) The Customer accepts all terms and conditions of this agreement. If credit facilities are required or utilised, the Customer grants permission to Gala to enquire into the credit worthiness of the Customer and to record, report, check refer any information on the Customer to any person, company, government department or credit reporting agency.

8) CLAIMS

(a) No claims shall be recognised by Gala unless the claim is made within 30 days of supply of the Goods. All reasonable claims so notified shall be recognised. Notwithstanding such complaint, payment for those items acknowledged as correct shall be made in accordance with the agreed Terms of Sale.