

NATURES PAPER PTY LTD STANDARD TERMS AND CONDITIONS OF CONTRACT FOR SALE OF GOODS

1 GENERAL

- 1.1 These Standard Terms and Conditions of Contract for Sale of Goods (**Terms and Conditions**) are the standard terms and conditions referred to in the Application Form.
- 1.2 These Terms and Conditions apply to any Application for credit or purchase entered into by Natures Paper Pty Ltd and the buyer, whether as an offer or acceptance of an offer, to provide the Goods.
- 1.3 Subject to clause 2.1 these Terms and Conditions will prevail in any conflict between them and the terms of offer or acceptance by the buyer.

2 SPECIAL TERMS AND CONDITIONS

- 2.1 Where any Special Terms and Conditions are included and they are inconsistent with these Terms and Conditions, the Special Terms and Conditions will prevail to the extent of the inconsistency.

3 INTERPRETATION

- 3.1 In these Terms and Conditions:

'Contract' means the contract formed between Natures Paper Pty Ltd and the buyer including any Special Terms and Conditions;

'Goods' means the goods specified in the Purchase Order;

'Intellectual Property Rights' means all intellectual property rights, including copyright, patents, trademarks, designs, trade secrets, inventions, know-how, copyright, rights in circuit layouts and confidential information, any application for any of the foregoing rights and any rights of a similar nature;

'Material' means any material brought into existence as part of, or for the purpose of manufacturing the Goods and includes but is not limited to documents, equipment, information or data stored by any means;

'Moral Rights' means the right of attribution of authorship of work, the right not to have authorship of work falsely attributed and the right of integrity of authorship as defined in the *Copyright Act 1968* (Cth);

'NATURES PAPER' means Natures Paper Pty Ltd (CAN 107 619 214), situated at Office 3a 25 Pintu Drive, Tanah Merah, 4128, QLD its agents, or related entities;

'Purchase Order' means the document used by Natures Paper Pty Ltd to record the sale of goods and which refers to Natures Paper Pty Ltd standard terms and conditions;

'Purchaser' means the individual or corporation to whom the Goods are to be delivered to;

'Request' means a request for the supply of goods under a Purchase Order that is covered by these Terms and Conditions;

'Special Terms and Conditions' means any terms and conditions specified in the Purchase Order; and

4 PACKING

- 4.1 NATURES PAPER will ensure the Goods are packed to ensure their safe delivery and in accordance with any specific packing, marking or labelling required by NATURES PAPER.

5 DELIVERY

- 5.1 Goods will be endeavoured to be delivered at the time, place and in the manner specified in the Purchase Order or by NATURES PAPER.
- 5.2 NATURES PAPER accepts no responsibility for late, miss directed or absent deliveries to the Purchaser's place of business that are attributable in any way to acts directly outside the control of NATURES PAPER.

6 INCLUSIVE PRICE

- 6.1 The price specified in the Purchase Order includes:
- (a) all taxes, duties and other imposts for which the Purchaser is liable;
 - (b) all amounts payable for the use (whether in the course of manufacture or usage of the Goods) of patents, copyrights, registered designs, trade marks and other Intellectual Property Rights; and
 - (c) all charges for supply of Goods including delivery.

7 PROVISION OF GOODS AND SERVICES

- 7.1 **Free from defect.** NATURES PAPER ensure the Goods supplied are free from defects in materials and workmanship and are at least of merchantable quality and fit for their purpose.
- 7.2 **Rejection of Goods and Services.** Purchaser may at any time prior to acceptance or receipt reject any Goods found not to be in accordance with the Contract.
- 7.3 **Latent defects.** After receiving the Goods, the Purchaser may not reject the Goods for any non-conformity with the Contract, which could not have been discovered by reasonable inspection before receipt and acceptance.
- 7.4 **No payment for rejected Goods.** The Purchaser will be liable to pay for any rejected Goods or for any damage done to or arising from inspection or rejection of the Goods after acceptance.
- 7.5 **Replacement, refund or repair.** If the Purchaser rejects any Goods, the Purchaser must, at NATURES PAPER's option, without prejudice to NATURES PAPER's rights otherwise arising under the Contract or the general law:
- (a) return, without further cost to NATURES PAPER, the rejected Goods within 7 days and advise NATURES PAPER of this decision within 24 hrs of receipt;
 - (b) NATURES PAPER will refund all payments related to the rejected Goods and Services less any costs of return if so incurred; or
 - (c) replace the Goods on site or otherwise to the satisfaction of the Purchaser,

and, in the case of (a) or (b), remove the rejected Goods at the Purchaser's expense.

- 7.6 **Requests.** The issue of a Purchase Order by the Purchaser to the NATURES PAPER does not in any way guarantee that the Purchaser will receive any Requests.
- 7.7 **Receipt of Goods.** Notwithstanding clause 13 of this Contract, receipt of the Goods by the Purchaser will be deemed to be acceptance of those Goods by the Purchaser.

8 ACCEPTANCE

- 8.1 The performance of this Contract is deemed to be acceptance of the Terms and Conditions.

9 VARIATIONS

- 9.1 No agreement or understanding varying the Terms and Conditions is legally binding upon the Purchaser or NATURES PAPER unless in writing and signed by the Purchaser and NATURES PAPER.
- 9.2 No agreement or understanding varying or extending the Purchase Order is legally binding until NATURES PAPER issues an amended Purchase Order confirming the variation.

10 PAYMENT

- 10.1 The Purchaser will pay NATURES PAPER within 30 days after the later of acceptance of the Goods, and receipt of a correctly rendered invoice.
- 10.2 A correctly rendered invoice means an invoice that:
- (a) is addressed in accordance with the Purchase Order;
 - (b) identifies the Purchase Order number;
 - (c) is, where explanation is necessary, accompanied by documentation substantiating the amount claimed; and
 - (d) is, if GST is applicable, a valid tax invoice in accordance with GST legislation; and
 - (e) is received by the Purchaser as per normal business means.
- 10.3 The Purchaser acknowledges that NATURES PAPER's preferred method of payment is by electronic funds transfer directly to the NATURES PAPER's bank account unless an arrangement to pay by cheque is agreed in writing by NATURES PAPER and the Purchaser or authority is held in writing to debit the Purchaser's credit card.
- 10.4 NATURES PAPER will provide the Purchaser with the NATURES PAPER's bank account for payment with respect to the Purchase Order.
- 10.5 NATURES PAPER must notify the Purchaser of a change of the NATURES PAPER's bank account no later than 14 days before a payment by the Purchaser is due (the **Cut-off-Date**).
- 10.6 The Purchaser must provide a remittance advice to the NATURES PAPER when the Purchaser instructs its bank to make an electronic funds transfer or when the Purchaser makes a cheque payable to NATURES PAPER.

11 INTEREST ON LATE PAYMENT

- 11.1 Subject to clause 11.2 if the Purchaser does not make payment of a correctly rendered invoice by the day it is due and payable, the Purchaser must pay NATURES PAPER simple interest on the unpaid amount in accordance with the following formula:

$$SI = UA \times GIC \times D,$$

where: SI = simple interest amount; UA = the unpaid amount; GIC = the general interest rate determined to be set at 3 percentage points above the 90 day bank bill expressed as a decimal rate per day; and D = the number of days from the day after payment was due up to and including the day that payment is made, where "the day that payment is made" means the day when NATURES PAPER's system receives a payment request into the banking system for payment from the Purchaser

the Purchaser is only required to pay interest in accordance with clause 11.1 if the amount of interest exceeds \$5 and the NATURES PAPER has issued a correctly rendered invoice for the interest within 30 days of so occurring.

12 INDEMNITY

- 12.1 The Purchaser indemnifies NATURES PAPER against all loss, damage, expense or legal costs arising in respect of any action or claim for alleged infringement of any Intellectual Property Rights or any misuse or unauthorised disclosure of personal information whether arising under the *Privacy Act 1988* (Cth) or otherwise, by reason of the purchase, possession or use of the Goods.

13 PASSING OF PROPERTY

- 13.1 Subject to clauses 7.1, 7.2 and 7.3, property in and risk of loss or damage to the Goods do not pass to the Purchaser upon delivery to the Purchaser.

14 WARRANTY

- 14.1 The Purchaser must provide NATURES PAPER prompt notice of any defect or omission discovered in the Goods during any warranty period applicable to the Goods.
- 14.2 The Purchaser must meet all costs of an occurrence incidental to the discharge of warranty obligations, including any packing, freight, disassembly and re-assembly costs.

15 ASSIGNMENT AND SUB-CONTRACTING

- 15.1 NATURES PAPER may, without prior consent in writing from the Purchaser:
- (a) assign the NATURES PAPER's rights under the Contract; or
- sub-contract the whole or any part of the manufacture or supply of the Goods.

16 PROTECTION OF PERSONAL INFORMATION

- 16.1 In relation to personal information obtained during the course of providing the Goods under the Contract, the Purchaser must:
- (a) use or disclose the personal information only for the purposes of the Contract;
 - (b) not do any act or engage in any practice that would breach an Information Privacy Principle or National Privacy Principle under the *Privacy Act 1988* (Cth);
 - (c) immediately notify NATURES PAPER if the Purchaser becomes aware of a breach or possible breach of any of its obligations under this clause.

17 TERMINATION FOR CONVENIENCE

- 17.1 Without prejudice to any other rights and remedies it has under the Contract or otherwise, NATURES PAPER may, at any time, by written notice to the Purchaser, terminate the Contract.
- 17.2 If the Contract is terminated under clause 17, NATURES PAPER is not liable for:
- (a) Delivery of Goods provided in accordance with the Contract before the effective date of termination; and
 - (b) any costs actually incurred by the Purchaser and directly attributable to the termination.
- 17.3 NATURES PAPER is not liable to pay compensation for an amount, which would, in addition to any amounts paid or due, or becoming due, to the Purchaser under the Contract, exceed the total amount payable for the Goods under the Contract.
- 17.4 The Purchaser is not entitled to compensation for loss of prospective profits.

18 TERMINATION FOR DEFAULT

18.1 If the Purchaser:

- (a) breaches a provision of the Contract where that breach is not capable of remedy;
- (b) breaches any provision of the Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so;
- (c) being an individual, makes any arrangement, assignment, composition or agreement for the benefit of his or her creditors under the *Bankruptcy Act 1966* (Cth) as amended, or a creditor's petition is filed with an Australian Court seeking a sequestration order against his or her estate; or
- (d) being a corporation, comes under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth), or an order has been made for the purpose of placing the corporation under external administration, or an application is filed with an Australian Court seeking the appointment of a liquidator, receiver or other external administrator,

NATURES PAPER may, without prejudice to any other rights and remedies it has under the Contract or otherwise, terminate the Contract in whole or in part by notice in writing to the Purchaser.

18.2 On termination NATURES PAPER may:

- (a) Call in all payments under the Contract;
- (b) recover from the Purchaser all sums due for delivered Goods, and
- (c) resell the Goods to alternative Purchasers and claim by way of indemnity from the Purchaser any loss NATURES PAPER may occur in doing so.

19 NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

19.1 This Contract does not create a relationship of employment, agency or partnership between the Purchaser and NATURES PAPER.

20 COMPLIANCE WITH LAWS

20.1 The Purchaser must ensure, in carrying out the Contract, that it and any sub-contractor approved under this Contract comply with all relevant laws.

21 APPLICABLE LAW

21.1 This Contract is governed by the law the State of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Victoria.

22 INSURANCE

22.1 The Purchaser must have and maintain insurance cover it deems sufficient including, as applicable, product liability insurance, public liability and professional indemnity insurance.

22.2 The Purchaser must provide evidence of such insurance upon request by NATURES PAPER.

This is the end of the Terms and Conditions.