

# TERMS + CONDITIONS OF SALE

## 1. DEFINITIONS

"The Supplier" means Sydney Essential Oil Co. Pty. Ltd. (ABN 16 600 890 248) of 11 Burrows Road South St Peters NSW 2044, Australia, or the Supplier's distributors; "The Customer" means the person or Company who buys or agrees to buy the Goods, and; "The Goods" means any item of whatever nature which is sold by the Supplier to the Customer.

## 2. GENERAL

- a) These terms & conditions constitute the entire agreement between the Supplier and the Customer relating to the Goods purchased by the Customer and there are no agreements, understanding, warranties or representation between the parties other than those contained herein. The Customer expressly agrees that his offer to purchase the Goods contains these terms and no others.
- b) The Goods and all other products sold by the Supplier are sold on these terms and conditions.

## 3. PRICE AND PAYMENT

- a) The price of the Goods shall be the Supplier's price set out in Sales Quotation, Proforma and/ or Invoice, including freight terms.
- b) Unless credit arrangements have previously been made between Supplier and Customer, payment shall be made in full in advance of shipping or on demand, and failing the making of a demand, payment shall be made within 30 days from the date of the Sales Invoice.
- c) Customers holding a current Australian Business Registration Certificate and ABN, with prior trading history with the Supplier, may apply for Credit terms. Approval of Credit terms are at the sole discretion of the Supplier. Credit terms may be withdrawn by the Supplier without notice.
- d) If the Customer defaults in any payment or commits an act of bankruptcy or being an incorporated company passes a resolution for winding up (except for the purpose of reconstruction), or a petition is presented for its winding up, then
- All monies owing and outstanding to the Supplier on any account shall become immediately due and payable. In addition the Supplier may without prejudice to its other rights either suspend further production and deliveries and require payment in advance for all such deliveries; and;

- at the Supplier's option and without liability on its part
    - treat such default as a negation of that portion of the contract and of any other existing contracts which it has with the Customer.
    - resell the Goods either publicly or privately at wholesale prices or otherwise, and recover from the Customer the amount by which the price of the Goods under this contract exceeds the amount so received together with all costs and expenses occasioned by the default of the Customer.
- e) After 30 days from date of invoice the Supplier reserves right to apply interest at a rate of 15 percent per annum until paid in full. Payments made by the Customer shall be allocated first to interest and then to unpaid invoices in the order in which these invoices were issued by the Supplier to the Customer.

## 4. RE-SELLING

- a) Products sold under the Sydney Essential Oil Co. brand may not re-sold in original supplier packaging or accompanied by original Supplier documentation.
- b) Products sold under the Spa Inc. brand may be re-sold in original supplier packaging by approved Distributors. Approval of distribution rights are at the discretion of the Supplier. Distribution rights may be withdrawn by the Supplier without notice.

## 5. DELIVERY

The Supplier will make all reasonable efforts to have the Goods delivered to the Customer on the date agreed to between the Supplier and the Customer. Any date named or accepted by the Supplier for delivery, despatch, shipment or arrival of the Goods is an estimate only and does not constitute a condition of the sale. The Supplier is under no liability whatsoever should delivery not be made on the delivery date.

## 6. RISK AND OWNERSHIP OF PROPERTY

- a) The Goods shall be at the Customer's risk from delivery.
- b) Ownership of the Goods does not pass to the Customer until it has paid the purchase price in full. Title, property and ownership of the Goods remains solely vested in the Supplier and only passes to the Customer when all monies payable to the Supplier by the Customer have been paid in full.

- c) Until the Customer has paid for the Goods in full, the Customer shall hold the Goods (at no cost to the Supplier) separately from all other Goods in its possession and mark in such a way that they are clearly identified as the Supplier's property. In the event of sale of the Goods by the Customer, the Customer shall, in his position as a fiduciary, assign to the Supplier the benefit of any claim against the Purchaser of such Goods.
- d) Notwithstanding that the Goods remain the property of the Supplier the Customer may sell or use the Goods in the ordinary course of the Customer's business.
- e) If the Customer does not pay for any Goods on the due date specified herein the Supplier is hereby irrevocably authorised by the Customer to enter the Customer's premises (or any premises under the control of the Customer or as Agent of the Customer if the Goods are stored at such premises) and use reasonable force to take possession of the Goods without liability for the tort of trespass, negligence or payment of any compensation to the Customer whatsoever. The Customer shall indemnify the Supplier against liability for anything lawfully done in purported performance of the provision of this clause.
- f) The Customer acknowledges that this paragraph 6 operates to create a Purchase Money Security Interest in favour of the Supplier under the Personal Property Securities (PPS) Act 2009 (Cth) over all stock acquired by the Customer. The security interest will cover the Inventory of stock (Inventory) which will constitute the collateral over which the Security Interest is effected. The Security Interest will lapse in respect of specific items of Inventory upon the Customer having paid the Supplier in full for same. The Customer acknowledges that the Supplier will perfect its security interest by the lodgement of a Financial Statement on the Personal Property Security Register (PPSR). The parties agree that the Security Interest shall attach to all Inventory purchased after the lodgement of the Financial Statement when the Customer becomes entitled to delivery of such items of Inventory.

## 7. CANCELLATION OF ORDERS

No order may be cancelled except by consent in writing and on terms which will indemnify the Supplier against all losses.

## 8. INSPECTION AND ACCEPTANCE

Upon delivery of the Goods the Customer shall give written notice to the Supplier within 48 hours of delivery of any non-conformity with the description or with the terms and conditions of this contract and failure to give such notice shall constitute and irrevocable acceptance of the Goods by the Customer.

## 9. PRODUCT EXCHANGE AND RETURNS

The Customer must notify the Supplier in writing within 14 days of receipt of Goods with any defects, non-conformance to specification or errors in the processing of the Customer's order leading to a request for Goods exchange or Goods return. Authorisation to return Goods must be obtained prior to the return of any Goods. Exchange, return and/or refund of Goods is at the discretion of the Supplier.

## 10. MONEY-BACK GUARANTEE

When the Customer purchases the Supplier's Essential Oils by the Supplier's grading system (as published in the Supplier's Product Portfolio), the Supplier guarantees that each Good is as it's declared. Any fault that is demonstrated by a Customer, when verified by the Supplier as faulty, will constitute grounds for the Customer to receive a refund from the Supplier. Any additional costs incurred in handling and transportation of goods shall be as pre-agreed by the Customer with the Supplier.

## 11. WARRANTIES

- a) Nothing contained in this Warranty shall be read or applied so to purport to exclude, restrict or modify or have the effect of excluding, restructuring or have the effect of excluding, restructuring or modifying the application in relation to the supply of the Goods of all or any of the provisions of Part 5 of the Australian Trade Practices Act 1974 (as amended) or any relevant State or Territory Statute which by law cannot be excluded, restricted or modified PROVIDED THAT to the extent that any such statute permits the Supplier to limit its liabilities to compensate or indemnify any person for breach of a condition or warranty implied thereby, then the respective liabilities of the Supplier for such breach shall be limited to the replacement of the Goods or to the supply of equivalent Goods.

- b) Subject to clause 11(a) and any legislation to the contrary:-

- representations and agreements not expressly contained herein shall not be binding upon the Supplier as conditions, warranties or representations all such conditions, warranties and representations on the part of the Supplier, whether express or implied, whether collateral or antecedent or otherwise are hereby expressly negated and excluded;
- the Supplier shall be under no liability to the Customer for any loss (including but not limited to loss of profits and consequential loss) or for damage to persons or property or for death or injury caused by any act or omission (including negligent acts or omissions) of the Supplier or the Supplier's agents;
- the Customer shall indemnify the Supplier against any claims made against the Supplier by a third party in respect of any loss, damage, death or injury as set out in subparagraph (ii) hereof and the Customer further agrees to indemnify and keep indemnified the Supplier against all losses and expenses which the Supplier may suffer or incur due to the failure of the Customer fully to observe its obligations under the contract;
- notwithstanding anything herein contained the Customer shall assume all risk and liability resulting from the use of the Goods either alone or in conjunction with other Goods and material even if the Supplier had or should have had knowledge of the use to which the Goods would be put.

## 12. FORCE MAJEURE

If, by reason of any fact, circumstance, matter or thing beyond the reasonable control of the Supplier, the Supplier is unable to perform in whole or in part any obligation hereunder, the Supplier shall be relieved of that obligation hereunder to the extent and for the period that it is so unable to perform and shall not be liable to the Customer in respect of such inability.

## 13. LAW AND JURISDICTION

All contracts made between the Supplier and the Customer shall be governed by and constructed in accordance with the laws of the State of New South Wales, Australia.

Terms subject to change without notice.