

VENDOR TRADING TERMS

PART B – GENERAL TERMS

In these Terms “we,” “us” or “our” means the Purchaser, and “you” means the Vendor. All capitalised terms have the meaning given to them in the “Definitions” section of these Terms.

1. PURCHASE AND DELIVERY

- a) You must supply and deliver the Goods in accordance with the time, location, volume and other requirements set out in these Terms, the relevant Purchase Order and the Relevant Trading Guide. We are under no obligation to issue a Purchase Order or any number of Purchase Orders to you over a particular period.
- b) Goods delivered in respect of separate Purchase Orders must be delivered in separate cartons.
- c) You must not make substitutions in respect of the colours, sizes, fabrics, trims or other details of the Goods specified in the Purchase Order without our prior written approval.
- d) Delivery will be deemed to have taken place:-
 - In Australia:** once a Goods Receiving Note has been signed by our authorised officer at the point of receipt into our premises and provided to you or as otherwise agreed in writing between the parties;
 - In New Zealand:** at the point of acknowledgement of receipt into our premises or as otherwise agreed in writing between the parties.
- e) In no circumstances will we pay a separate charge, fee or levy of any kind for freight or delivery of the Goods to us. You must keep records in relation to any Purchase Orders and the delivery of the Goods for at least 12 months from the date of delivery of the Goods.
- f) Upon request, you must provide us with independent test reports of all Goods that are subject to any statutory standard including (without limitation) electrical safety standards and Good Safety Standards (Children’s Toys) Regulations. We may ask you to supply reasonable evidence of your compliance with this paragraph at any time during and for a period of 2 years after the date of delivery of the Goods.
- g) We may cancel or vary any Purchase Order within 3 business days of issuing the Purchase Order provided that you have not fulfilled or commenced the process of fulfilling the Purchase Order at the time you receive our notice of cancellation or variation.

2. PURCHASE PRICE AND FEES

2.1 Price

The price of the Goods is set out in the Purchase Order. You acknowledge that the agreed cost of Goods reductions or other price reductions such as business volume rebates (**Rebates**) which are set out in the Commercial Terms will be:

- a) deducted off the invoice price of the Goods by you; or
- b) deducted from the payment for the Goods by remittance.

2.2 Invoicing

An invoice setting out all details regarding pricing, the purchase order number and the vendor number, must:

In Australia: accompany the relevant Goods when they are delivered in accordance with **clause 1**.

In New Zealand: be sent direct to the Purchaser’s New Zealand support office to coincide with the delivery of the Goods and must not accompany the relevant Goods when they are delivered in accordance with **clause 1**.

2.3 Payment

Subject to **clause 2.4** we will pay all rendered invoices on the settlement terms set out in the Commercial Terms.

2.4 Disputed invoices

If at any time we either:

- a) dispute the amount of an invoice; or
- b) advise you that the Goods to which a disputed amount relates do not meet the standards prescribed by these General Terms (“**disputed amount**”),

SIGNATURE OF AUTHORISED REPRESENTATIVE OF SUPPLIER:		SIGNATURE OF AUTHORISED REPRESENTATIVE OF PURCHASER:	
Print Name:	Date:	Print Name	Date:

we do not have to pay the disputed amount until the dispute is resolved but we will pay any undisputed amounts. If the disputed amount has already been paid by us, we can deduct such disputed amount from any moneys due to you. You may not, wholly or partially, suspend, cancel or withdraw the provision of the Goods or terminate these Terms, if an invoice is disputed.

3 WQA

If WQA certification is required and you are not WQA certified at the Commencement Date, you must, at your own expense, obtain WQA certification within three months of the Commencement Date. The process for determining applicability of WQA and obtaining WQA Certification is set out at www.wowlink.com.au

4 REJECTED GOODS

- a) If, at any time, whether after delivery of or payment for the Goods and notwithstanding our acceptance of the Goods, we find that the Goods do not meet the standards and the requirements set out in these Terms, the Relevant Trading Guide or the relevant Purchase Order, or, if the Goods have use by dates which we consider in our absolute discretion to be insufficient for distribution and resale by us in the normal course of business, we may notify you that we have rejected the Goods (**Rejected Goods**) and will be entitled, at our option, to do any or all of the following:
 - (i) return the Rejected Goods to you at your own cost;
 - (ii) require you to replace or repair the Rejected Goods immediately at your own cost;
 - (iii) not pay for the Rejected Goods;
 - (iv) require you to refund any payments we have made to you for the Rejected Goods;
 - (v) require you to pay to us our reasonable costs incurred in obtaining the Goods from someone else; and
 - (vi) require you to pay to us our reasonable costs incurred in examining and storing the Rejected Goods.

5 WARRANTIES AND INDEMNITY

5.1 General warranties

You warrant that:

- a) you have the power and authority to enter into these Terms;
- b) if you enter into these Terms as an agent for another party, you are authorised to act for your principal in the manner contemplated by these Terms and your authority has not been withdrawn or revoked;
- c) you have all the permits, licences, certificates and accreditation necessary to deliver and supply the Goods in accordance with these Terms;
- d) in entering into and performing your obligations you are not, and will not be, in breach of any Relevant Law or any obligation owed to another person; and
- e) there is no current, pending or threatened litigation, arbitration, investigation, inquiry or proceeding in which you are involved that will or may have an adverse affect on:
 - (i) your business affairs;
 - (ii) our reputation; or
 - (iii) the performance of any of your obligations under these Terms, including the provision of the applicable Goods to us.

5.2 Warranties in respect of Goods

On each occasion that you fulfill or purport to fulfill a Purchase Order, you warrant to us that:

- a) the Goods are manufactured, grown, extracted, produced, packaged, labelled, presented, supplied and described in compliance with all Relevant Laws, the Relevant Trading Guides, the WQAs and the relevant Purchase Order or Memorandum of Commitment;
- b) the Goods are of a particular standard, quality, value, grade, composition, style, specification or model that you have previously represented by sample or conduct and we have previously accepted (**Approved Sample**);
- c) the Goods are of Acceptable Quality, fit for any usual or customary purpose and fit for sale by us to the public;
- d) the Goods are of good material and workmanship, and free from any defect or fault of any kind whatsoever, including in the case of software and Goods containing software, malware, viruses, worms and other destructive codes;

SIGNATURE OF AUTHORISED REPRESENTATIVE OF SUPPLIER:		SIGNATURE OF AUTHORISED REPRESENTATIVE OF PURCHASER:	
Print Name:	Date:	Print Name	Date:

- e) the Goods are safe, and are properly and safely packed and labelled so that they can be delivered to our stores, distribution centres or warehouses in good and merchantable condition;
- f) we are purchasing the Goods from you at the agreed price;
- g) the Goods, the artwork, get up or design of the Goods and the supply of the Goods to us does not and will not infringe any third party's or our Intellectual Property Rights or any Relevant Law;
- h) the Goods may be sold under the name or description they bear without contravening any Relevant Law;
- i) all representations that you make in relation to the Goods, whether to us or to any other person and including representations in advertising, promotion, on packaging and otherwise, are accurate;
- j) you have the title and the right to sell the Goods to us, free of all encumbrances, and we will enjoy quiet possession to the Goods; and
- k) you will ensure at all times that facilities for the repair of the applicable Goods and the supply of parts for the applicable Goods are available for a reasonable period after delivery.

5.3 Indemnity

- a) Nothing in these Terms operates to limit or exclude:
 - (i) liability that cannot by law be limited or excluded;
 - (ii) your liability in respect of the indemnities in **clauses 5.3(b) or 5.3(c)**; and
 - (iii) your liability resulting from your wilful act or omission.
- b) You indemnify us upon demand against all loss, damage, costs (including legal costs on a solicitor and own client basis) or liability whatsoever suffered or incurred by us, arising out of or in connection with:
 - (i) any breach by you of these Terms;
 - (ii) **In Australia:** a classification of the Goods as either taxable or GST free by the ATO which is different to your classification of the Goods under **clause 7.1(d)**;
 - (iii) **In New Zealand:** a failure of any Goods, when sold by the Purchaser, to comply with any warranty or guarantee applicable to the Goods under any Relevant Law;
 - (iv) any death or injury to a person, and any loss or damage to our real or personal property or that of a third party, caused by your act or omission; and
 - (v) any infringement of our or any third party's Intellectual Property Rights and any breach of **clause 14 (Confidentiality and Privacy)** or **clause 15 (Intellectual Property)** by you.
- c) If a Goods withdrawal or recall occurs (where the Goods are withdrawn from show, recalled voluntarily or as a result of any governmental direction), you indemnify us on demand for all loss, damage, costs or liability incurred by us as a result of the Goods withdrawal or recall, including:
 - (i) the cost to us of acquiring and holding (including storage and freight) the Goods;
 - (ii) the costs and losses of any withdrawal from sale (including loss of profits) and the return of the Goods to you or destruction of the Goods; and
 - (iii) legal costs on a solicitor and own client basis.
- d) Each amount payable by you to us under the indemnity in **clause 5.3(c)** is a debt due and payable to us on our demand. You agree to pay or credit the amount to us, at our option, immediately after issue of the demand by us.
- e) You waive any claim that you may have in relation to any decision by us to undertake a Goods recall or withdrawal.
- f) Any amount claimed by us pursuant to the indemnity under **clauses 5.3(b) or 5.3(c)** will be proportionately reduced to the extent that any loss suffered by us can be established to have been caused by our own negligence.

6 INSURANCE

You must have and maintain a public liability/Goods liability policy for personal injury or property damage caused by the Goods in either Australia or New Zealand (as the case may require) in an amount of no less than \$10,000,000 (in the currency of Australia or New Zealand as the case may require) for any one claim (unless we advise you of another amount). The policy must be held with a reputable Australian or New Zealand insurer (as the case may require) and you must show evidence of the policy (e.g. a certificate of currency) upon our request.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF SUPPLIER:		SIGNATURE OF AUTHORISED REPRESENTATIVE OF PURCHASER:	
Print Name:	Date:	Print Name	Date:

7 GST

7.1 GST (in Australia)

Unless otherwise stated in this clause, terms used in this clause have the same meaning given to them in the GST Law:

- a) Each price stated in the Purchase Order and/or a Tax Invoice will be inclusive of any GST.
- b) You will provide us with a Tax Invoice by the end of the calendar month in which the Goods are supplied or, in the case of an adjustment note, in a timely manner.
- c) In addition to the Rebates, you will pay to us any GST, for which we become liable, in respect of these Rebates.
- d) You will inform us whether or not the Goods are to be treated as GST free. You are aware that we will rely on your information regarding classification of the Goods as taxable or GST free.

7.2 GST (in New Zealand)

Unless otherwise stated in this clause, terms used in this clause have the same meaning given to them in the GST Law:

- a) Each price stated in the Purchase Order and/or a Tax Invoice will be exclusive of any GST.
- b) You will provide us with a Tax Invoice by the end of the calendar month in which the Goods are supplied or, in the case of a debit note or credit note, in a timely manner.
- c) In addition to the Rebates, you will pay to us any GST, for which we become liable, in respect of these Rebates.
- d) You will inform us whether or not the supply of Goods is zero rated for GST purposes. You are aware that we will rely on your information regarding classification of the Goods as zero rated for GST purposes.

8 TERMINATION

8.1 Our rights to terminate with cause

We may immediately terminate these Terms or any Purchase Order for the Goods after giving you notice in writing if:

- a) you have breached or are in breach of any of the warranties that you gave us under **clause 5**;
- b) we have received, as determined in our reasonable discretion, an unacceptable number of complaints about the Goods;
- c) the Goods are not supplied in accordance with the delivery schedule as set out in the Purchase Order;
- d) the supply of the Goods by you is, in our reasonable opinion, irregular or unavailable for a period of not less than 5 weeks;
- e) we reasonably believe that the manufacturing, packaging, quality, or fitness of the Goods is not satisfactory;
- f) Goods are recalled from sale by us either voluntarily or as a result of any governmental direction;
- g) you have breached a provision in these Terms which breach results in a material impact on the operation of these Terms or any Purchase Order;
- h) an Insolvency Event occurs in relation to you;
- i) you sell or agree to sell your business; or
- j) if you are a body corporate and a Change of Control occurs, or occurs in respect of a party who Controls you.

8.2 Our rights to terminate without cause

We may terminate these Terms or any Purchase Order for the Goods without cause, upon at least 1 (one) month's written notice to you.

8.3 Consequences of termination

- a) If we terminate these Terms under **clause 8.1**, we may:
 - (i) refuse to accept any delivery and not pay for (or require a refund of any payment made for) any of the Goods under a Purchase Order that is not fulfilled or is in the process of being fulfilled at the time of termination;
 - (ii) return (at your cost) any of the Goods delivered by you and not pay for (or require a refund of any payment made for) those Goods;
 - (iii) recover from you any money spent by us in purchasing goods to replace those not delivered due to the termination of these Terms or the non-fulfilment of any Purchase Order; or

SIGNATURE OF AUTHORISED REPRESENTATIVE OF SUPPLIER:		SIGNATURE OF AUTHORISED REPRESENTATIVE OF PURCHASER:	
Print Name:	Date:	Print Name	Date:

- (iv) without affecting any additional rights we have under clause 4 in relation to Rejected Goods, arrange for goods that are the same as or similar to the Goods supplied by you pursuant to these Terms to be supplied by another person.
- b) If we terminate these Terms under clause 8.2, we will pay all amounts that become due under an invoice for Goods delivered by you in accordance with these Terms under a Purchase Order that was issued prior to termination of these Terms.

9 COMPLAINT PROCESS

We may refer any complaint received regarding the Goods directly to you. You must action the complaint with a response to the customer or complainant within 24 hours and, on request, provide us with copies of relevant correspondence. You must immediately forward to us any report made pursuant to an investigation into the complaint by any Government body or any researcher or research organisation with respect to the Goods. You must comply with any reasonable directions that we give to you in relation to the complaint.

10 ASSIGNMENT

10.1 Prohibition

You must not:

- a) partially or wholly assign, novate, encumber or otherwise deal with your rights under these Terms; or
- b) make any representations or warranties to any prospective assignee, successor or buyer of your business to the effect that these Terms will continue or we will continue to purchase Goods from you if you sell or agree to sell your business.

11 SUB-CONTRACTING

11.1 Consent

You must not sub-contract or otherwise arrange, wholly or partially, for the Goods to be supplied, managed or represented by any other person (**Subcontractor**) without our prior written consent.

11.2 Supplier's obligations

Before engaging or entering into an agreement with a Subcontractor, in addition to obtaining our consent under **clause 11.1**, you must ensure that:

- a) the Subcontractor is suitable to assist in supplying the Goods;
- b) the assistance that the Subcontractor will give in supplying the Goods will consistently meet the standards and obligations required under these Terms; and
- c) to the extent applicable, the material provisions of these Terms are incorporated into a binding agreement between you and the Subcontractor (**Subcontract**), so that the terms and conditions of the Subcontract are substantially the same as the terms and conditions of these Terms.

11.3 No discharge

Irrespective of entering into the Subcontract or the provisions in it you are not discharged from any obligation or liability that you have to us under or arising from these Terms.

12 SERVICE LEVEL CREDIT REGIME

The parties may agree in writing that a Service Level Credit Regime will apply to the Goods.

13 DEVELOPED GOODS

The parties may agree in writing that any of the Goods are Developed Goods. If such an agreement is reached then you must supply any Developed Goods exclusively to us for the period set out in the written notice.

14 CONFIDENTIALITY AND REPRESENTATIONS

- a) All terms and conditions in respect of our business relationship and any other information we provide to you is our confidential information except where such information is in the public domain. You must treat as confidential and not directly or indirectly make any disclosure to any third party or use the confidential information in any way (other than those necessary for you to carry out the terms of this agreement) without our prior written consent. Upon request you must return to us any copies of our confidential information in your possession in whatever medium to us or confirm in writing that they have been destroyed.
- b) You acknowledge that you have not relied upon any statements, representations, forecasts, projections or predictions we have made to you or to any third party regarding volume of Goods or any other matter relating to the Terms.

15. INTELLECTUAL PROPERTY RIGHTS

SIGNATURE OF AUTHORISED REPRESENTATIVE OF SUPPLIER:		SIGNATURE OF AUTHORISED REPRESENTATIVE OF PURCHASER:	
Print Name:	Date:	Print Name	Date:

- a) Neither of us transfers any right, title or interest in any Intellectual Property Rights of the respective party to the other.
- b) You must not use any of our Intellectual Property Rights (including our trademarks) unless authorised by us in writing.
- c) We may refer to ourselves in any promotional literature, advertising or signage as an "Authorised Retailer" for the branded Goods we purchase from you, and we may use those brands, trademarks and logos in relation to the sale and promotion of those branded Goods.
- d) Neither party will cause or permit anything that may amount to misuse, interference with, damage or endangerment to the Intellectual Property Rights of the other party or their suppliers, or assist or allow others to do so.
- e) Each party undertakes to advise the other party immediately if it becomes aware of any unauthorised use or attempted use by any person of the other party's Intellectual Property Rights.
- f) This **clause 15** will survive the termination of these Terms.

16. YOUR RELATIONSHIP WITH US

You are an independent contractor to us for the supply of Goods. You are not our employee or agent. You must not make any representations on our behalf, or to enter into any commitments, agreement, contract, arrangement, or understanding on our behalf.

17. OUTSTANDING BALANCES

- a) If we advise you in writing that you have an outstanding balance (which advice must be accompanied by all relevant evidence of the outstanding balance), you will within 14 days provide written notice to us (**Supplier Response**) advising whether or not you believe the outstanding balance to be correct.
- b) If you believe the outstanding balance is not correct, both parties must use reasonable endeavours to agree on the outstanding balance within 14 days of the Supplier Response and in doing so provide all relevant evidence of its claim to the other party.
- c) You have 50 days (**Intervening Period**) from the date the parties agree on the outstanding balance to pay the outstanding balance in full.
- d) If during the Intervening Period we provide a Purchase Order to you then the outstanding balance payable pursuant to clause 17(a) will be reduced by the value of the Purchase Order.

18. NOTICES

Any notice to be given under these Terms will be in writing signed by the party giving the notice and delivered to the address set out in the Commercial Terms, or to such other address as that party may elect by giving at least 5 Business Days written notice to the other.

Any notice or document will be deemed to be duly given or made:

- a) if delivered by hand, when so delivered;
- b) if sent by facsimile, on the day of the transmission, and proof of receipt by the sender of a successful transmission report shall be proof of receipt of the subject facsimile by the party to whom the same was transmitted; and
- c) if sent by post within New Zealand, on the second Business Day following posting, or if sent by airmail post (Fastpost) to or from an overseas destination, on the 10th Business Day following posting

19 GENERAL

- a) We may deduct any money you owe to us on any account whatsoever from any money which we may be liable to pay to you.
- b) Title and risk in the Goods passes to us on our acceptance of the Goods, other than where those Goods are Consignment Goods, in which case title and risk in those Goods remains with you until the Goods are sold to a Customer. You may not claim or register any interest (including any security interest) in the Goods.
- c) If a dispute has not been resolved 21 days after written notification from one party to another, the parties must use their reasonable endeavours to resolve the dispute in accordance with the Dispute Resolution Scheme.
- d) Notwithstanding any other provision in these Terms, if there are any inconsistencies between any or all of the General Terms, the Commercial Terms, a Purchase Order, your invoice or terms, any record of any other agreement you may have with us or these Terms, the provisions of these General Terms prevail to the extent of the inconsistency.
- e) A single or partial exercise or waiver by a party of a right relating to these Terms does not prevent any other exercise of that right or the exercise of any other right and a party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- f) You acknowledge that we have entered into these Terms in reliance on the warranties you have made.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF SUPPLIER:		SIGNATURE OF AUTHORISED REPRESENTATIVE OF PURCHASER:	
Print Name:	Date:	Print Name	Date:

- g) Any variation or modification which you propose to make to these Terms or any Purchase Order will have no force and effect unless our prior written consent to such amendment is first obtained.
- h) These Terms constitute the entire agreement between the parties in relation to the subject matter. All previous negotiations, explanations, understandings, representations, warranties, memoranda, commitments or information provided in relation to, or in any way affecting, the subject matter of this document are merged in and superseded by this document and will be of no force or effect whatsoever and no party will be liable to any other party in respect of those matters.
- i) We have no liability (in negligence or otherwise) with respect to projections or other information we may give you concerning our requirements for the Goods.
- j) These Terms are governed by the laws of:
 - In Australia:** New South Wales;
 - In New Zealand:** New Zealand.
- k) We may from time to time amend these Terms and/or the Relevant Vendor Guide and notify you of such amendments by posting such amendments on our website.
- l) You must ensure that, if the Goods are being sold in New Zealand:
 - (i) that they are of acceptable quality as defined in the CGA;
 - (ii) where relevant, comply with the Electricity Regulations 1997, the Radio Communication Regulations 2001, and all other statutory requirements and any relevant consumer information standards or Good safety standards;
 - (iii) where relevant, comply with the Films, Videos and Publications Classification Act 1993, and any other relevant legislation, standard or code; and
 - (iii) comply with all New Zealand law during the period that we stock them, including the Commerce Act 1986, the Fair Trading Act 1986 (including consumer information standards and Good safety standards where relevant), the Consumer Guarantees Act 1993 and all other relevant Acts or Regulations.
- m) You will ensure that all of your Representatives who perform any work under these Terms are aware of and comply with all of our policies, security arrangements, requirements and restrictions notified to you in writing, including those set out in Schedule 1.
- n) You must ensure that if the Goods are electrical goods, then you must provide us with a valid acquisition guarantee pursuant to section 17 of the Electricity (Consumer Safety) Act 2004 (NSW).

20. DEFINITIONS

"**Acceptable Quality**" has the meaning given to the term "acceptable quality" in Schedule 2 of the Competition and Consumer Act 2010.

"**ATO**" means the Australian Taxation Office or any relevant Court or Tribunal (as the case may be).

"**CGA**" means the Consumer Guarantees Act 1993 (NZ).

"**Change of Control**" means a change in the identity of the person or persons who as at the date of these Terms is or are able to Control an entity (including a Corporation).

"**Commercial Terms**" means the commercial terms set out in Part A of these Terms.

"**Consignment Goods**" means Goods which are not paid for by the Purchaser until the Goods are sold and which are returned to the Supplier if not sold.

"**Control**" of an entity includes:

In Australia: the definition of "Control" in section 50AA of the Corporations Act and in the case of a Corporation includes the power (whether it is legally enforceable or not) to control, whether directly or indirectly, the composition of the board of directors of that Corporation, the voting rights of the majority of the voting shares of the Corporation or the management of the affairs of the Corporation.

In New Zealand: the definition of "Control" in Subpart OD of the Income Tax Act 2004 (NZ) and, for the avoidance of doubt in the case of a Corporation, includes the power (whether it is legally enforceable or not) to control, whether directly or indirectly, the composition of the board of directors of that Corporation, the voting rights of the majority of the voting shares of the Corporation or the management of the affairs of the Corporation.

"**Consumer Benefit**" means a unique form of packaging or presenting the Goods with the intention of increasing sales, including but not limited to "2 for the price of 1" sales, premium give-aways and on-label redemption offers.

"**Corporation**" means:

In Australia: "corporation" as defined in section 57A of the Corporations Act 2001 (Cth).

In New Zealand: "company" as defined in section 2 of the Companies Act 1993 (NZ).

"**Corporations Act**" means:

In Australia: the Corporations Act 2001 (Cth) and the Corporations Regulations made under, as amended from time to time.

In New Zealand: the Companies Act 1993 (NZ), as amended from time to time.

"**Customer**" means a person who acquires or seeks to acquire Goods from or through us.

"**delivered**" or "**delivery**" means documented receipt and acceptance of the Goods by us on either an FIS, FOB or

SIGNATURE OF AUTHORISED REPRESENTATIVE OF SUPPLIER:		SIGNATURE OF AUTHORISED REPRESENTATIVE OF PURCHASER:	
Print Name:	Date:	Print Name	Date:

EX-WH basis by an authorised officer.

"Developed Goods" means any of the Goods which possess a combination of unique elements developed as a result of the Purchaser advising you of customer and market feedback in respect of the Goods, including any one or more of the following:

- (a) size;
- (b) weight;
- (c) "get up" or packaging design;
- (d) labelling design;
- (e) the existence of a Consumer Benefit; or
- (f) flavour or ingredient mix.

"Dispute Resolution Scheme" means the dispute resolution scheme set out in the Relevant Trading Guide as updated by us from time to time.

"EX-WH" means exit from your warehouse(s)/store(s).

"FIS" means free into our warehouse(s)/store(s).

"FOB" means free on board.

"General Terms" means the terms set out in Part B of these Terms.

"Goods" means any item sold by you to us under these Terms and pursuant to a Purchase Order.

"Goods Receiving Note" means a note, in a form to be decided by us (electronic or otherwise), confirming to you that delivery has taken place.

"GST" means goods and services tax imposed under the GST Law.

"GST Law" means:

In Australia: A New Tax System (Goods and Services Tax) Act 1999 (as amended) and related Law.

In New Zealand: Goods and Services Act 1985 (as amended) and related Law.

"Insolvency Event" means any of the following:

- (a) insolvency;
- (b) you indicate that you do not have the resources to perform a Purchase Order;
- (c) an application for winding up is made and not stayed within 14 days, or a resolution for winding up is passed;
- (d) a winding up order is made;
- (e) a controller, administrator, receiver and/or manager, statutory manager, provisional liquidator or liquidator is appointed;
- (f) a mortgagee enters the possession of any of your property;
- (g) notice is given of a meeting of creditors for the purposes of a deed or scheme of arrangement; or
- (h) any actions of a similar effect to those set out above are taken.

"Intellectual Property Rights" means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

"Major Failure" has the meaning given to the term "major failure" in Schedule 2 of the Competition and Consumer Act 2010.

"Memorandum of Commitment" has the meaning set out in the Relevant Trading Guide for Big W.

"Purchase Order" means a written order submitted by us to you requesting that you supply a specified number of Goods in accordance with these Terms.

"Purchaser" means the entity or entities so identified on page 1 of the Commercial Terms.

"Rebates" is defined in **clause 2.1**.

"Rejection Period" has the meaning given to the term "rejection period" in Schedule 2 of the Competition and Consumer Act 2010.

"Relevant Law" means any statute, ordinance, code or other law including Federal, State, territorial or local government legislation, regulations under them and any code of practice, membership rules or standards issued by relevant regulators or industry bodies, whether or not having the force of law, applicable to or which affect the Goods, the Terms or any obligations performed under these Terms including without limitation, the Competition and Consumer Act 2010 (**Australia**) and the Consumer Guarantees Act 1993 (**New Zealand**).

"Relevant Trading Guide" means, the trading guide for the business division to which the Goods are being supplied, which are available to you on request.

"Representative" of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, contractor or sub-contractor of that party.

"Service Level Credit Regime" means a regime, the terms of which will be confirmed to you in writing, under which you must make a payment to us if prescribed performance criteria are not met.

"Terms" means Part A – Commercial Terms, Part B – General Terms, Schedule 1, the relevant Purchase Order and the Relevant Trading Guide.

"Tax Invoice" has the meaning as that term is defined in the GST Law and includes but is not limited to:-

In Australia: an invoice or adjustment note in the form required by the GST Law identifying the amount and calculation of the GST payable in respect of the relevant consideration.

In New Zealand: an invoice or a credit or debit note in the form required by the GST Law identifying the amount and calculation of the GST payable in respect of the relevant consideration.

"Vendor" means the entity so identified on page 1 of the Commercial Terms.

"Warranty Period" means the period for which we are liable to a consumer for failure to comply with a consumer guarantee under Schedule 2 of the Competition and Consumer Act 2010.

"Commercial Terms" means the document of that name attached to these Terms.

"WQA" means the Woolworths Quality Assurance Standard as updated by us from time to time.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF SUPPLIER:		SIGNATURE OF AUTHORISED REPRESENTATIVE OF PURCHASER:	
Print Name:	Date:	Print Name	Date:

SCHEDULE 1 - ADDITIONAL DOCUMENTS APPLICABLE TO THESE TERMS

Document	Link	Purpose of Document
Woolworths' Fair Trading Policy	Woolworths Supermarkets website: <i>http://www.wowlink.com.au</i>	Woolworths' policy regarding its dealings with vendors.
Retail Grocery Industry Code of Conduct	Australian Retailers Association website: <i>http://www.ara.com.au</i>	Woolworths supports the Retail Code, which promotes fair and equitable trading practices in the retail industry.
New Vendor Presentation Kit	Woolworths Supermarkets website: <i>http://www.wowlink.com.au</i>	General information about the process of becoming, and the ongoing responsibilities of, Woolworths' vendors (including Private Label or Select Vendors).
General vendor requirements	Woolworths Supermarkets website: <i>http://www.wowlink.com.au</i>	General ongoing requirements for Woolworths vendors (including Premium Brand Vendors).
WQA Standard	Woolworths Supermarkets website: <i>http://www.wowlink.com.au</i>	Certification to the WQA Standard is a requirement of ongoing supply to Woolworths.
Woolworths Specification Template	Woolworths Supermarkets website: <i>http://www.wowlink.com.au</i>	Vendors must provide some additional details about themselves and their proposed supply of the Goods.
Woolworths' Ethical Sourcing Policy	Woolworths Supermarkets website: <i>http://www.wowlink.com.au</i>	Woolworths expects suppliers to support ethical standards with regard to workplace safety, environment, and fair pay and employment conditions.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF SUPPLIER:		SIGNATURE OF AUTHORISED REPRESENTATIVE OF PURCHASER:	
Print Name:	Date:	Print Name	Date: