



SALES TERMS & CONDITIONS

The following are the terms of credit upon which Australia's Oyster Coast Pty Ltd (ABN 59 624 230 575) (Company) may supply goods on credit to the applicant named above (Customer):

1. Upon request, the Customer must provide to the Company a copy of its latest financial statements.
2. Credit facilities granted on the basis of information provided in this application are not transferable without approval of the Company.
3. If any of the following events occur, all amounts payable to the Company (including any amounts not yet due) become immediately due and payable despite any other agreement between the Company and the Customer:
 - a. Breach by the Customer of these conditions of credit, or of any of the Terms and Conditions, which are included in this application;
 - b. The appointment of a receiver and/or manager, liquidator, administrator, other controller or trustee in bankruptcy to the Customer or any of its assets;
 - c. Any event which in the reasonable opinion of the Company would or may adversely affect the ability of the Customer to pay any amount to the Company;
 - d. The Customer fails to pay any amount due to the Company when it is due.

PRIVACY

If the Company considers it relevant to assessing the Customer's (e) application for commercial credit, the Customer agrees to the Company obtaining from a credit reporting agency a credit report containing personal credit information about the Customer in relation to commercial credit provided by the Company.

The Customer also agrees to the Company obtaining personal information about the Customer from other credit providers, whose names the Customer may have provided for credit reference or that may be named in a credit report, for the purpose of assessing the Customer's application for commercial credit with the Company. The Customer understands the information exchanged can include any information about personal and commercial credit worthiness, credit standing, credit history or credit capacity which the Privacy Act 1988 (Cth) allows credit providers to give to or receive from each other.

If the Customer fails to provide any information requested in any application to the Company for credit, or does not agree to any of the possible exchanges or uses set out above, the application for credit by the Customer may not be accepted by the Company. This information may be given before, during or after the provision of credit to the Customer. The Company may give any personal information about the Customer to entities where it is required or allowed by law or where the Customer has otherwise consented.



I / We, the applicant hereby acknowledge that, I/ we:

- a. hereby apply to establish a credit account with the Company;
- b. have received and agree to abide by the conditions of credit above and the Terms and Conditions which are included in this application;
- c. acknowledge that the Company reserves the right to issue special conditions from time to time (which may amend or supplement the Terms and Conditions), and I/we agree also to abide by those special conditions;
- d. understand that a credit check will be undertaken as part of this application and that I/We have read and understood the section entitled "Privacy" above;
- e. certify that we are authorised to make this application and that all information supplied in this application for credit is correct and the Company can rely on the accuracy of the information; and
- f. state that at the date of this application the Customer is able to pay debts as and when they fall due.

AUSTRALIA'S OYSTER COAST PTY LTD TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

In these terms and conditions (Terms):

- a. Customer means the entity named in the Credit Application form, being the purchaser of any goods from the Company.
- b. Effective Date means the date the credit application is approved.
- c. Goods means any products purchased by the Customer from the Company, from time to time.

2. APPLICATION AND PRODUCTS

2.1 These Terms shall apply to all Goods supplied by the Company from and after the Effective Date and the Customer shall be deemed to have read and agreed to these Terms prior to the placing of any order for the Goods. These Terms shall prevail over all documents issued by the Customer including any inconsistent conditions or terms of the Customer's order, unless the Company expressly agrees otherwise in writing.

2.2 When the Customer requests any Goods from the Company, the Customer must lodge an order with the Company, via phone call, email and/or purchase order to the Company's nominated representative, as directed by the Company.



2.3 Subject to the Customer complying with its obligations under these Terms, the Company will supply the Goods in accordance with the agreed details set out in the order that has been accepted by the Company. For the avoidance of doubt, the acceptance or rejection of any order is in the Company's absolute discretion and the Company is not obliged to accept any order from the Customer.

2.4 The Customer must provide the Company with accurate information, assistance and cooperation reasonably required by the Company in order to enable the Company to comply with its obligations under these Terms.

2.5 The Company is not responsible for any claim for shortage of any Goods delivered or failure to supply Goods conforming to the Customer's order (including condition), if such claim has not been lodged with the Company in writing within 48 hours from the receipt of the Goods by the Customer.

2.6 Once confirmed, an order may only be cancelled or varied by the Customer with the Company's written consent and on the condition that the Customer will indemnify the Company against all losses and costs resulting from such cancellation or variation.

3. DELIVERY, RISK AND TITLE

3.1 Any delivery times advised by the Company to the Customer are estimates only and the Company shall not be liable to the Customer or any other person for late delivery or late performance of any services.

3.2 No delay in delivery or dispatch of the Goods shall relieve the Customer of its obligations to accept or pay for the Goods.

3.3 Delivery will be taken to have occurred when the Goods have arrived at the Customer's premises or the place where the Customer has requested delivery to be made, or where Goods are collected from the Company, upon collection by the Customer or its agent.

3.4 Risk in the Goods passes to the Customer upon delivery.

3.5 The title to, and ownership in, the Goods remains with the Company until full payment of the Company's fees is received for all Goods sold by the Company.



4. LIMITATION OF LIABILITY

4.1 Except as expressly provided in these Terms and except for any condition or warranty the exclusion of which could be void or otherwise contravene any applicable law, all conditions, representations and warranties (statutory, express or implied) are expressly excluded.

4.2 To the extent permitted by law, the liability of the Company is limited to the replacement or refund of the Goods, at its option.

4.3 Notwithstanding anything else in these Terms, to the extent permitted by law, the Company is not liable to the Customer, whether in contract, tort (including negligence), statute or otherwise, in connection with any right or remedy conferred on the Customer by law, or any liability of the Company to the Customer as a result of, or in connection with, these Terms, for any loss to the extent that it is for indirect, special, economic or consequential loss, where consequential loss means any loss that cannot reasonably be considered to arise naturally from a breach or event, fact, matter or circumstance; or for any loss of revenue or profit of any nature whatsoever, loss of expected savings, loss of chance or business opportunity, business interruption, loss or reduction of goodwill or damage to reputation.

5. PAYMENT

5.1 The purchase price of the Goods shall be payable on or before the 14th day from the date of the invoice unless other terms of payment are expressly stated on the Company's invoice for the Goods.

5.2 If the Customer disputes any part of an invoice issued by the Company, the Customer must notify the Company in writing within 5 days from the invoice date, of the reason for disputing the invoice and pay, within the required timeframe, the undisputed amount on or before the due date of payment. Any invoice that is not disputed by the Customer in accordance with this clause is deemed accepted by the Customer and is final, binding and payable by the Customer.

5.3 The Company reserves the right to charge interest at the rate of three percent (3%) above the 3M BBSW bid rate, calculated daily, on overdue accounts until payment is received by the Company.

5.4 Any charges incurred by the Company in collecting or attempting to collect any overdue account (including the charges of a collection agency) will be payable by the Customer.

5.5 All invoices and any amounts payable to the Company by the Customer must be paid in cleared funds without set-off, withholding, deduction or counterclaim.



5.6 The Company further reserves the right to vary any prices or fees, acting reasonably, in accordance with any increase in the Company's cost of supply as a result of any additional regulatory, or other costs, fees or taxes imposed by any governmental or regulatory body, or any third party supplier.

6. CONFIDENTIALITY

The Customer agrees to keep the Confidential Information of the Company secret and confidential, except where the Confidential Information is in the public domain through no fault of the Customer disclosing the information or where the disclosure is required or permitted by law. In this clause, "Confidential Information" means any information communicated by the Company to the Customer includes, but is not limited to, the Company's business information, marketing and financial data, trade secrets, know-how, customer list, distributor list, any information that is marked "confidential" or the Customer ought to know to be confidential.

7. DEFAULT BY THE CUSTOMER

7.1 If the Customer makes default in any payment, commits any act of bankruptcy or enters into liquidation whether voluntary or involuntary, the Company may at its discretion suspend deliveries or cancel any order so far as it remains unperformed without prejudice to its rights thereunder.

7.2 The occurrence of any such default shall in no way prejudice the rights of the Company to recover any amounts due for Goods previously supplied to the Customer.

8. GENERAL

8.1 The Company will not be liable to the Customer for any failure to comply with this Agreement where the failure is due to a Force Majeure Event, provided the Company will use reasonable endeavours to mitigate the effects of the Force Majeure. In this clause, Force Majeure Event means any event not within the control of the Company and prevents the Company from performing, or will significantly delay the performance of, any of its obligations under these Terms, including but not limited to, fire, flood, lightning, storm and tempest, terrorism, strikes, lockouts, industrial disputes, acts of war, riots, government action or contamination.

8.2 The Company may, without the need for the Customer's consent, sub-contract the supply of the Goods to a third party.



8.3 These Terms are governed by and to be construed in accordance with the laws of the State of New South Wales, Australia. Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia.

8.4 Any reference in this clause 8.4 to a term defined or used in the GST Act is, unless the context indicates otherwise, a reference to that term as defined or used in that Act. Unless otherwise stated, all prices or other sums payable or consideration to be provided under these Conditions are exclusive of GST. To the extent that any supply made under or in connection with these Conditions is a taxable supply, the consideration to be provided under these Conditions for that supply is increased by an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of the supply. The supplier of a taxable supply will provide the other party with a tax invoice in applicable form. Costs or expenses to be reimbursed or indemnified under these Conditions exclude any amount in respect of GST included in the costs or expenses for which an entitlement arises to claim an input tax credit.