
Plant Extracts Terms & Conditions

For (Non-Exclusive) Wholesale Supply of Goods

Each time you place an order for goods from Plant Extracts ABN 71672049811 (we, our or us), you (you or your) agree to be bound by these Terms & Conditions (T&Cs).

1. Scope

- a) These T&Cs apply to all of our transactions with you.
- b) You confirm that all goods you order from us are ordered on a wholesale basis to on-sell or re-supply to your customers.

2. Orders

- a) You can place an order for goods from us (Order) in writing via email to one of our salespersons.
- b) We can accept or reject your Order at our discretion. If we accept your Order, we may cancel it any time before the ordered goods leave our warehouse (even if we provided a Quote for that Order).

3. Goods

- a) Our goods are listed on our website. We are not obliged to have available any of the goods listed on our website at the date you agree to these T&Cs, or any goods at all.
- b) We may change our goods at any time by updating our website. We are not obliged to notify you if we change goods.
- c) We give the warranties and guarantees for the goods that are required by the Australian Consumer Law. All other warranties and guarantees are expressly excluded.
- d) If any clause in these T&Cs contradicts the Australian Consumer Law, that clause will be read down to the extent that it is no longer contradictory.

4. Prices

- a) The prices for our goods are available at request by phone or through our website. All our prices exclude GST.
- b) We may change our prices at any time by updating our website. We are not obliged to notify you of a price change.
- c) If we change a price for goods between the date of your Order and the date those goods are ready for delivery, we will contact you. You can choose to

confirm or cancel the Order. No ordered goods will leave our warehouse until you reply with confirmation.

5. Quotes

- a) From time to time, we may give you a quote for an Order (Quote). A Quote can be in the form of a quotation, pro forma invoice or other document. We are not obliged to provide Quotes.
- b) We will honour the prices and other details in a Quote provided you place your Order within the time period stated in the Quote or 30 days from the date of the Quote (whichever is shorter).

6. Payments

- a) Ordered goods will not leave our warehouse until you have paid for your Order, unless credit terms have been approved. You can pay by EFT, Credit Card or Paypal. You must pay any transaction fee at the same time as your payment for your Order.
- b) All your payments to us must be in Australian Dollars (\$AUD). If you make a payment in another currency, we may accept or reject the payment at our discretion.
- c) If we accept a payment in a currency other than Australian Dollars, we will subtract our reasonable currency conversion fees from the payment. This may mean that your payment is not enough to pay for your Order, in which case you will have to pay the balance before the ordered goods will leave our warehouse.

7. Title

- a) If for any reason ordered goods leave our warehouse before you have paid for your Order:
 - i) we retain ownership and title of the goods;
 - ii) on receipt, you hold the goods on our behalf as fiduciary bailee;
 - iii) if you have not paid your Order by the time you receive the goods, we may require you to immediately return the goods or make them available for our collection; and
 - iv) if you have not paid your Order and you sell or deal with the goods, you must hold the proceeds of sale or trade of goods on trust for us until you have paid your Order.

8. Personal Property Securities Act

- a) Under the Personal Property Securities Act 2009 (Cth) (PPSA):

- i) these T&Cs constitute a security agreement;
 - ii) you grant us a purchase money security interest in ordered goods and any proceeds; and
 - iii) we may register a financing statement on the Personal Property Securities Register (PPSR).
- b) You will provide information and do anything we reasonably require for us to register, maintain and enforce our security interest.
 - c) You waive the requirement for us to give you a verification statement (section 157 of the PPSA).
 - d) Upon request, you will provide us with a waiver waiving the requirement that we give you notices under section 95, 118, 121, 130, 132 or 135 of the PPSA (section 144 of the PPSA).
 - e) Neither you nor we will provide interested persons with information relating to our security interest (section 275 of the PPSA).
 - f) Terms defined in the PPSA (including purchase money security interest, verification statement, proceeds and various other terms) have the same meaning when used in these T&Cs.

9. Enforcement Expenses

- a) If you fail to pay us any money you are required to pay by these T&Cs, we will charge interest on the outstanding amount calculated at 10% per annum from the due date to the date the outstanding amount is actually paid. Interest is payable as soon as it accrues.
- b) Upon our request you will immediately pay all expenses (including legal costs) we incur enforcing our rights under these T&Cs.

10. Limitation of Liability

- a) Our liability for any loss or damage you suffer (whether due to negligence, breach of contract or breach of statute) is limited to our option to:
 - i) replace goods or supply equivalent goods (including where necessary shipping costs);
 - ii) repair goods; or
 - iii) pay you the cost of having the goods replaced or repaired.
- b) We are not liable for:
 - i) any indirect, incidental, special and/or consequential losses, liability, costs or damages;

- ii) any loss of business opportunity, production, profits or savings; or
 - iii) any reasonably foreseeable losses that you incur because of our goods or any act or omission by us.
- c) We are not liable for any loss or damage you suffer because:
- i) we do not accept your Order;
 - ii) we cancel your Order before the ordered goods leave our warehouse;
 - iii) we change the goods we sell, or any attribute of our goods;
 - iv) we change the prices of our goods;
 - v) we ship ordered goods before you have paid for those goods, or require you to return unpaid goods or hold the proceeds of sale of any unsold goods on trust for us;
 - vi) we require you to stop using “Plant Extracts” or any of our intellectual property;
 - vii) we require you to stop using a name or mark that we have previously allowed under these T&Cs; or
 - viii) you inspect any ordered goods.
- d) If we cancel your Order before the ordered goods leave our warehouse, we will refund any payment you made for that Order.

11. Intellectual Property

- a) You agree to not present yourself as having played any role in the creation or manufacture of our goods or Plant Extracts’ goods.
- b) Unless you have our prior written permission, you agree to not:
 - i) use the name “Plant Extracts” or “Biologi”;
 - ii) use any name or mark that could be mistaken for or that is similar to our names and marks or Biologi’s names and marks;
 - iii) use any branding, colour, font, style or information (or any combination of those elements) in any item, offering, marketing, communication or business that could cause anyone to confuse the item, offering, marketing, communication or business that uses the branding, colour, font, style or information (or any combination of those elements) with Biologi or Plant Extracts, or with any of our or Biologi’s items, offerings, marketing, communications or business;
 - iv) represent that you created or developed (or assisted with creating or developing) our unique and proprietary “CLECS (Cold Liquid Extraction

Closed System)” and “ PNPLM (Phyto Nutrient Protection Liquid Matrix)”, or that the “Cold Liquid Extraction Closed System” and the “Phyto Nutrient Protection Liquid Matrix”, is your process or method or within your know-how; or

- v) otherwise use any of our intellectual property or Plant Extracts’ intellectual property.
- c) Before we consider allowing your use of “Plant Extracts” or “Biologi”, or any name or mark, or any branding, colour, font, style or information (or any combination of those elements), or any intellectual property, you must provide us with all the details we request of the intended use.
- d) We may choose to allow you to use “Plant Extracts” or “Biologi”, or any name or mark, or any branding, colour, font, style or information (or any combination of those elements), or any intellectual property, in our sole discretion and we may put any condition we want on your use. At any time, we can require you to immediately stop using “Plant Extracts” or “Biologi”, or any name or mark, or any branding, colour, font, style or information (or any combination of those elements), or any intellectual property that we have allowed you to use.
- e) We will act reasonably when deciding whether to allow you to use a similar name, mark, branding, colour, font, style or information (or any combination of those elements) and we may put reasonable conditions on your use. At any time we can require you to stop using the name, mark, branding, colour, font, style or information (or combination of those elements) with 1 month’s written notice.
- f) We are the owners of the names “Plant Extracts” and “Biologi” and all intellectual property regarding its business and goods. If you obtain any interest or ownership in “Plant Extracts” and “Biologi” or any of its intellectual property, you do so on our behalf as trustee. At our request, you will promptly do all things we ask to:
 - i) transfer the interest or ownership in “Plant Extracts” and “Biologi” or its intellectual property from you to Plant Extracts and “Biologi”; and
 - ii) assist Plant Extracts and Biologi with obtaining, maintaining or defending its interest or ownership in “Plant Extracts” and “Biologi” or its intellectual property.
- g) We have invested time and resources into the creation of “Plant Extracts” and “Biologi” and its intellectual property. You agree to indemnify us for all loss and damage we suffer because of your unauthorised obtaining or use of “Plant Extracts” and “Biologi” or their intellectual property. You also agree that Plant Extracts and Biologi can apply to court for an order that you immediately stop using “Plant Extracts” and “Biologi” or their intellectual property.

- h) We reserve the right at our complete discretion to cease supply of any goods to any individual, including but not limited to, instances in our opinion that breach any intellectual property rights.
- i) Under these T&Cs “intellectual property” includes (without limitation) copyrights, designs, ideas, labels, methods, packaging, patents, trademarks, secrets and all other rights and property recognised at law or that can be registered under intellectual property laws (whether or not those rights or property are actually registered); and

12. Variations

- a) We may vary these T&Cs at any time by:
 - i) displaying the varied T&Cs on our website; or
 - ii) giving you written notice.
- b) A variation to these T&Cs will only affect Orders made after we have displayed the varied T&Cs on our website or given you notice.

13. Entire Agreement

These T&Cs are the only terms and conditions that apply to our transactions with you, and supersede any prior understanding, arrangement, representation or agreement between us or any terms or conditions in any order form or email.

14. Severability

Any clause in these T&Cs that is invalid, illegal or unenforceable will be read down so that it is valid, legal or enforceable and if reading down is not possible, it will be removed without affecting the other clauses.

15. Jurisdiction

- a) The laws of Queensland, Australia govern these T&Cs.
- b) If there is any dispute between you and us about goods, an Order, these T&Cs or any other issue:
 - i) before starting any legal proceedings, you will notify us of the dispute (or vice versa) and everyone will make reasonable efforts to informally resolve the dispute;
 - ii) if the dispute cannot be resolved informally within a reasonable period of time, you will start legal proceedings only in the courts Queensland (which have the non-exclusive jurisdiction to hear and resolve disputes about these T&Cs).
- c) The United Nations Convention on Contract for the international Sale of Goods is excluded in its entirety.

16. Exclusions

- a) Nothing in these T&Cs grants you any exclusive right regarding our goods or our intellectual property. We can market, offer, sell and license our goods and intellectual property in the same locations as you, and can authorise third parties to do the same.
- b) These T&Cs do not create a relationship of employment, agency, joint venture, franchisee or partnership between you and us.

17. No Contra Proferentem

No term of these T&Cs will be interpreted against a party because that party proposed or drafted the term.

18. Domestic Shipping

- a) This term 18 applies if your address described in your Order and the delivery location described in your Order (Delivery Location) is located inside the states and territories of Australia.
- b) You must pay the packing costs and shipping costs for your Order if your order is below \$250. We will choose the shipping provider. Neither you nor we are required to insure the goods during shipping.
- c) We will use reasonable endeavours to deliver the goods to the Delivery Location. We are not liable for any loss you suffer because of any delay in delivering the goods.
- d) Loss or damage to ordered goods becomes your responsibility after the first attempt to deliver the goods to the Delivery Location. We are not liable for any loss or damage to ordered goods, or any other loss you suffer, because those goods are left at the Delivery Location without being accepted or without us giving you notice.
- e) We are not responsible for lost packages; you may ask for a shipping insurance quote at the time of your order.

19. International Shipping

- a) This term 19 applies if your address described in your Order or the delivery location described in your Order is located outside the states and territories of Australia.
- b) Term "Free Works" (FCA) of the Incoterms 2020 apply to your Order. To the extent of any inconsistency, these T&Cs supersede FCA.
- c) When you place your Order, you must notify us of the carriage provider you will require. If you do not specify a carriage provider, you must accept the carriage provider we select (acting reasonably).

- d) Your Order is subject to our approval of your carriage provider (which we cannot unreasonably withhold).
- e) When you place your Order, you must notify us of any “proof of delivery” document you will require. If you do not specify a “proof of delivery” document, you must accept the “proof of delivery” document we consider appropriate (acting reasonably).
- f) Your Order is subject to our obtaining the export clearances required for the ordered goods to leave Australia. We will use reasonable endeavours to obtain those export clearances.
- g) If for any reason we cannot obtain all the required export clearances using reasonable endeavours, we may cancel your Order. We are not liable for any loss you suffer because of such a cancellation; however, we will refund any payment you made for that Order.
- h) We are not responsible for lost packages; you may ask for a shipping insurance quote at the time of your order.

20. Defects

20.1 The Buyer shall inspect the Goods on delivery and shall within seven (7) days of delivery time being of the essence) notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods except where the Buyer has acquired Goods as a consumer, within the meaning of the Trade Practices Act 1974 or the Fair Trading Acts of the relevant State or Territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.

21. Returns

21.1 Returns will only be accepted provided that:

- (a) the Buyer has complied with the provisions of clause 20.1; and
- (b) the Seller has agreed in writing to accept the return of the Goods; and
- (c) the Goods are returned at the Buyer's cost within seven (7) days of the delivery date; and
- (d) the seller will not be liable for Goods which have not been stored or used in a proper manner; and

(e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

21.2 The Seller may (at their sole discretion) accept the return of Goods for credit but this may incur a handling fee of up to ten percent (10%) of the value of the returned Goods plus any freight costs.

21.3 Non-stocklist items or Goods made to the buyer's specifications are under no circumstances acceptable for credit return.