



**Bush
Medijina®**



Traditional Knowledge ⇌ Modern Skincare

1. APPLICATION

Application to become a Stockist of Bush Medijina® products is through Bush Medijina's website www.bushmedijina.com.au/pages/wholesale-enquiries.

The Stockist warrants that the information provided in the application is true and correct and must immediately inform us in writing if any details, including Stockist contact details, change or are altered.

SUBMISSION OF A WHOLESALE APPLICATION FORM THROUGH BUSH MEDIJINA'S WEBSITE WILL INDICATE THAT YOU ACCEPT THE TERMS OF THIS STOCKIST AGREEMENT, INCLUDING IN RELATION TO ALL ORDERS MADE BY YOU TO US.

2. ORDERS

Once approved as a Stockist, we will email you an invitation to our B2B portal where you may place an order. The Stockist warrants that information provided to us through the B2B portal is true and correct and is completed by an authorised representative of the Stockist.

Once you have placed your order with us, we will issue you a confirmation of order email. This email will only be an acknowledgment and will not constitute acceptance of your order until you have paid our invoice and received a shipment confirmation from us.

We may in our absolute discretion refuse to accept an order from you for any reason, including without limitation, due to unavailability of stock.

Until the time we accept your order, we reserve the right to refuse to process or cancel your order and you have the right to cancel your order. If we or you cancel your order before it is accepted, we will promptly refund any payment made by you in relation to the order. However, once an order has been processed it generally cannot be cancelled.

All products are quality checked before being sent to you. All risk in the products will pass to you at the time the order leaves our premises. From the time when risk passes to you, we will not be liable for any loss, damage or destruction of the products.

MINIMUM ORDERS

A minimum first order of AUD \$500 or over is required to become a stockist. No minimum spend for subsequent orders.

3. PAYMENT TERMS

We will invoice you for the cost of the products and shipping (inclusive of GST) upon receipt of your order and amounts must be paid in full before products will be shipped.

Unless otherwise stated, all charges are in Australian (AUD) dollars. Payment terms are fourteen (14) days from invoicing.



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4. SHIPPING & HANDLING

Orders over \$1000 are shipped free of charge for all stockists located in Australia via our preferred supplier.

Orders under \$1000 incur the following shipping charges:

For Darwin stockists, we are pleased to offer free shipping to Darwin via our kind sponsors at Sea Swift. Orders can be collected from the Sea Swift terminal on Frances Bay Drive.

For all other stockists located in Australia we prefer to use Australia Post's parcel service. Shipping prices are calculated in 5kg increments. Regular parcel post is \$18 per 5kg. Express parcel post is \$25 per 5kg.

4.1. INTERNATIONAL SHIPPING

The above conditions may not apply to international orders i.e. parcels being dispatched to addresses outside of Australia.

The cost of shipping parcels internationally will generally be higher than stated above and will be calculated on an individual order basis and notified to the customer at the point of sale or via email.

Delivery time, tracking and conditions of delivery will be unique to each international order.

The customer will be responsible for the cost of shipping the product to an international address, including any import duties or taxes, and for ensuring the product purchased is acceptable for import under customs law in the relevant country. **Bush Medijina will not be liable for, including any costs associated with, import, seizure, taxation or non-delivery of products, orders or parcels requiring international delivery.**

5. INSURANCE

Stockists should arrange their own insurance for the products ordered while in transit. Bush Medijina does not provide insurance cover for the cost of products damaged in transit, nor do we reimburse Stockists as a consequence thereof.



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6. DELIVERY

Due to the remoteness of our location on Groote Eylandt in the Northern Territory, delivery of your order once processed and packaged can take anywhere between 7-21 days (or longer if you are located outside of Australia). Please factor this in when placing your order.

We will try to let you know if we expect to be unable to meet our estimated delivery dates, but will not be liable for any loss, liability, costs, damages, charges or expenses arising from late delivery of your order.

You must ensure that you are able to take delivery of your order without undue delay and at any time reasonably notified by us or the freight carrier. If delivery or collection is delayed through your unreasonable refusal to accept delivery or if you do not accept delivery or collect the order from the carrier within the timeframe specified, we may do either or both of the following:

- (a) charge you for our reasonable storage fees and other costs reasonably incurred by us; or
- (b) notify you that we are cancelling the applicable order, in which case we will refund to you any payment made to us for the order, less our reasonable administration, storage and freight costs.

You must take care when opening the order so as not to damage the products, particularly when using any sharp instruments. We will not take responsibility for any damage to the products caused by you.

7. RETURNS

Upon receipt of your order, please immediately inspect the order for any faulty or incorrectly described products.

We will happily accept return of any products that are faulty or incorrectly described (excluding products damaged in transit) if:

- (a) we are notified within 7 days of receipt of the order of the fault or issue;
- (b) the products are unused with the original labelling still attached; and
- (c) the products are in the original packaging.



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We are unable to offer a refund, replacement or exchange for products damaged in transit or as a result of a change of mind.

If we are satisfied that the products are faulty or incorrectly described, we may either:

- (a) refund you the cost of the products; or
- (b) replace the products at no cost to you.

When returning products to us, you are responsible for the associated costs, however we will ship any replacement products back to you at no charge. We recommend that you use registered post as we will not take responsibility for products not received if you attempt to return them via non-registered post.

Please return products to:

Bush Medijina
PO Box 641
Alyangula, NT, Australia 0885

Once received, we allow up to 7 business days to process your return and issue a refund or replace the products. We will contact you once we have processed the return.

NOTE: We will not be able to refund you for any delivery fees that you paid to have the original order shipped.

If in our reasonable opinion the returned products do not comply with this clause, we will ship the products back to you at your expense without refunding or replacing the item.

8. CONSIGNMENT

We do not offer consignment arrangements.

9. SALE OF BUSH MEDIJINA PRODUCTS

The Stockist is entitled to sell the Bush Medijina products it has ordered and paid for from Bush Medijina at or on the site or location specified in the Stockist's application. The Stockist must seek our prior written consent to sell Bush Medijina products at or on additional or alternative sites or locations.

The Stockist is not entitled to distribute the Bush Medijina products to any third party without the prior written consent of Bush Medijina.



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As a show of support and respect for the advancement of our Indigenous enterprise and our people, we request that retail prices are limited to not more than **100% Mark-up for Lip Balms and Body Balms and 50% mark-up for all other products**, of the wholesale price.

For the purposes of this agreement, 'mark-up' refers to the difference between the invoice price of the Bush Medijina products at point of purchase (not including shipping costs) and the sale price of the products, expressed as a percentage of the invoice price of the products.

The Stockist agrees that it will not use the Bush Medijina products in any manner not specifically authorised by this Stockist Agreement without the prior written consent of Bush Medijina.

Bush Medijina reserves all rights not granted under this Stockist Agreement, including without limitation, Indigenous Cultural and Intellectual Property rights.

10. BUSH MEDIJINA BRANDING

Bush Medijina grants the Stockist the right to use the Bush Medijina brand, including without limitation its name, logo and Australian registered trademarks 1935035 and 1935036, in relation to the sale of the products ordered, including advertising of the products.

The Stockist may only use the Bush Medijina brand for Bush Medijina products ordered in accordance with this Stockist Agreement. The Stockist must not edit, alter or adapt the Bush Medijina brand. All other uses are reserved by Bush Medijina and require prior written consent.

The Stockist must not remove any Bush Medijina brand from the products, including from any packaging, labelling, enclosures, promotional material, advertising or other.

The Stockist acknowledge and agrees that in any use of the Bush Medijina products or Bush Medijina brand, the Stockist will at no time stipulate, suggest, imply or otherwise that the products contain therapeutic or medicinal benefits. The Stockist acknowledges and agrees that this is a material obligation and warranty of the Stockist.

11. TITLE AND INTELLECTUAL PROPERTY

THE TITLE IN THE BUSH MEDIJINA PRODUCTS TRANSFERS TO THE STOCKIST UPON SUCCESSFUL PAYMENT FOR AN ORDER.

THE LEGAL OWNERSHIP OF ANY INTELLECTUAL PROPERTY, INCLUDING COPYRIGHT, IN THE BUSH MEDIJINA PRODUCTS AND BUSH MEDIJINA BRAND REMAINS THE PROPERTY OF BUSH MEDIJINA.



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12. INDIGENOUS CULTURAL AND INTELLECTUAL PROPERTY (ICIP)

For the purposes of this Stockist Agreement, Indigenous Cultural and Intellectual Property (ICIP) means Australian Aboriginal and Torres Strait Islander people's right to their heritage, including traditional knowledge, traditional cultural expression.

THE PARTIES ACKNOWLEDGE THAT ICIP IS INCORPORATED IN THE BUSH MEDIJINA PRODUCTS AND BUSH MEDIJINA BRAND AND OWNERSHIP OF ANY ICIP REMAINS WITH THE TRADITIONAL CUSTODIANS.

THE STOCKIST AGREES TO COMPLY WITH ANY ICIP PROTOCOLS OR OTHER INSTRUCTIONS OF BUSH MEDIJINA IN THE USE, SALE, PROMOTION AND ADVERTISING OF THE BUSH MEDIJINA PRODUCTS OR THE BUSH MEDIJINA BRAND.

13. LEGAL COMPLIANCE

The Stockist agrees to comply with any applicable legal and other requirements, including relevant Australian and International legislation, regulations, codes and standards, relating to their business and the sale of the Bush Medijina products in the territory where the products are to be sold, and will not sell any products that do not meet such requirements.

14. REPRESENTATIONS, WARRANTIES AND INDEMNITIES

The Stockist represents and warrants that:

- (a) it has the right and authority to enter into and to perform its obligations under this Stockist Agreement;
- (b) it will diligently sell, distribute, promote and advertise the Bush Medijina products to a high standard and in accordance with any relevant law, regulation, code, requirement or specification;
- (c) it will ensure that any use of the Bush Medijina brand in relation to the Bush Medijina products and all related promotion and advertising or other authorised use are of a high quality and culturally appropriate;
- (d) it will not use the Bush Medijina brand in any way other than as authorised in this Stockist Agreement;
- (e) it will promptly notify us of any claim or suit arising out of or in relation to the Stockist's use or sale of the Bush Medijina products or the Bush Medijina brand as authorised by this Stockist Agreement and will defend any such claim at the Stockist's expense.



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The Stockist will unconditionally indemnify and keep indemnified Bush Medijina against all damages, loss, liability, costs or expenses (including reasonable legal expenses on a full indemnity basis) in respect of all claims, demands, actions, proceedings or prosecutions which may be brought, commenced or prosecuted or otherwise incurred against Bush Medijina as a result of, relating to or arising out of:

- (a) the sale, distribution or commercial use of the Bush Medijina products; or
- (b) a breach of any of the Stockist's representations and warranties herein.

15. TERMINATION

Bush Medijina may terminate this Stockist Agreement immediately by giving written notice to the Stockist if the Stockist:

- (a) is in breach of any material obligation, warranty or representation made in this Stockist Agreement that is not or cannot be rectified within 7 days of receiving notice of the breach by Bush Medijina;
- (b) goes beyond the scope of any licence granted under this Stockist Agreement;
- (c) fails to pay for any order of Bush Medijina products pursuant to clause 3 within 30 days of the relevant payment date;
- (d) is declared bankrupt, become insolvent, have a liquidator appointed or goes into administration, voluntary or otherwise, or ceases to carry on business or threatens to do so;
- (e) engages in any conduct prejudicial to the reputation of Bush Medijina;
- (f) no longer orders or sells Bush Medijina products or uses Bush Medijina's brand.

Upon termination of this Stockist Agreement, the Stockist:

- (a) must immediately return to Bush Medijina, or at Bush Medijina's request destroy, all property belonging to Bush Medijina in its possession;
- (b) must immediately cease reproduction or use of the Bush Medijina brand;
- (c) subject to breach of clause 12, will have 3 months in which to dispose of any remaining Bush Medijina products in stock in accordance with this Stockist Agreement;
- (d) pay Bush Medijina all amounts payable under this Stockist Agreement that remain outstanding as at the date of termination.



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16. DISPUTES

SHOULD ANY DISPUTE ARISE CONCERNING ANY MATTER REFERRED TO IN THIS STOCKIST AGREEMENT, BEFORE STARTING ACTION IN A COURT OR TRIBUNAL IN RELATION TO THE DISPUTE, THE PARTIES WILL ATTEMPT TO RESOLVE THE MATTER IN ACCORDANCE WITH THIS CLAUSE.

The aggrieved party will notify the other party in writing setting out the nature of the dispute.

Once the parties have been notified of the dispute, the parties must arrange for representatives to meet within 14 days and take all reasonable steps to resolve the dispute.

If the dispute is not resolved within 28 days from the date of notification of the dispute, the parties agree to submit the dispute to either a mediator or mediation process that all parties agree to. If the parties are unable to agree to a mediator or mediation process, they will submit to mediation according to Institute of Arbitrators and Mediators Australia's mediation rules. Any costs associated with the mediation will be shared equally between the parties.

The parties must continue to perform their respective obligations under this Stockist Agreement despite the existence of the dispute.

17. GENERAL

All notices, order or other communication required under this Stockist Agreement must be in writing and provided to the addresses on the application and/or order forms, or such other address as notified by the parties from time to time.

This Stockist Agreement contains the entire agreement of the parties relating to the subject matter. It supersedes all or any written or partly written and oral agreement between the parties.

The Stockist Agreement may only be changed in writing, as agreed to and signed by each party.

The parties acknowledge that they are independent contractors and that nothing in this Stockist Agreement creates any relation of partnership or employment between the parties.

The Stockist may not assign, subcontract, novate or otherwise divest this Stockist Agreement or any of the rights or obligations under this Stockist Agreement without Bush Medijina's prior written consent.

Invalidity of any clause of this Stockist Agreement will not affect the validity of any other clause except to the extent made necessary by the invalidity.

This Stockist Agreement is governed by the laws of the Northern Territory of Australia and the parties submit to the jurisdiction of the courts of the Northern Territory.