

## TERMS AND CONDITIONS

### 1. Definitions

In these terms:

"VEGWARE" means Vegware Australia Pty Limited or a related entity or entities.

"Goods" means Goods provided by VEGWARE to You as requested from time to time

"Services" means Services provided by VEGWARE to You as requested from time to time, and includes labour and workmanship "You" means any person or entity at whose request or on whose behalf VEGWARE provides Goods and/or Services and includes bodies corporate.

### 2. Governing Terms

These terms:

- govern the provision of Goods or Services to You by VEGWARE;
- may be altered at any time by VEGWARE by providing notice to You in writing; and
- apply to the exclusion of any other terms contained in any other document unless otherwise agreed in writing between VEGWARE and You.

### 3. Purchase Orders

- You must provide VEGWARE with a written or verbal Purchase Order for the Goods or Services to be supplied.
- Purchase Orders may be provided to VEGWARE by facsimile transmission, electronic mail, telephone or in person.
- All Purchase Orders are subject to the availability of stock.
- Work will not commence until a Purchase Order is received.
- On receipt of your Purchase Order You will be advised of the estimated delivery date. Any subsequent changes to the estimated delivery date will be notified to You by VEGWARE.
- VEGWARE reserves the right to refuse orders whether in whole or in part at its absolute discretion.

### 4. Quotations

- Quotations are valid for 14 days from the date appearing on the quotation.
- Prices quoted for Goods or Services may change due to fluctuations in exchange rates, import duties, surcharges, levies, raw material or component costs, labour costs and finished good prices.
- Any price differences caused by the fluctuations referred to in 4.2 will be passed on to You. As far as possible, VEGWARE will notify You of any price change in advance.

### 5. Variation and Cancellation

- Any variation, alteration or modification required by You to the scope of work specified in a Quotation or Purchase Order must be advised in writing and signed by You or your legally authorised representative.
- In circumstances where a variation causes additional costs to VEGWARE for any reason whatsoever, You will place an additional Purchase Order for those additional costs.
- No order may be cancelled by You without VEGWARE's consent in writing and can only be cancelled on terms which indemnify VEGWARE against all losses that may arise from the cancellation.
- A cancellation fee may be charged to you at the absolute discretion of VEGWARE.

### 6. Delivery, Receipt and Returns

- VEGWARE will endeavour to provide the Goods or Services requested in a timely manner.
- You must verify the quality and quantity of Goods on delivery and if any are faulty, defective or damaged You must notify VEGWARE in writing within 7 days of receipt. Otherwise You will be deemed to have accepted the Goods.
- VEGWARE is under no duty to accept returns of Goods and will do so at its absolute discretion and/or as agreed in writing on a case by case basis.
- A minimum service charge of 10% will be made on all returned goods.

- Freight required for returned Goods must be paid by You, unless otherwise agreed to be paid by VEGWARE.
- VEGWARE will only accept returns of Goods in their original condition and packaging that have not been tampered with, and accompanied by a Tax Invoice, within 30 days of receipt.
- Goods made to order involving custom work are non-returnable.

### 7. Payment

- All prices for the Goods or Services provided by Vegware are as set out in Vegware's most recent pricelist or quotation at the time of your order.
- Vegware will provide a tax invoice to you at the time of the order and such tax invoice must be paid in full in advance of delivery unless otherwise agreed in writing.
- You will pay Vegware any GST payable for the provision of the Goods and Services as set out in the Tax Invoice.
- Payment must be made by cash, cheque, credit card, or direct deposit to Vegware's nominated bank account. There is no discount for cash payments.
- If you have completed and submitted an application for a credit account, Vegware may, at its' sole discretion, issue you with a credit limit and terms for payment which may be different from these terms and conditions and, in that event, you agree to comply with those terms.
- Vegware reserves the right to charge interest on overdue accounts at the current interest rate for overdrafts of \$100,000.00 or more charged by the National Australia Bank plus 2% calculated daily from the due date to the date of payment.

### 8. Title and Risk

- The transfer of title to all Goods supplied and delivered to You remains with VEGWARE until payment is received from You in full.
- If payment is not received in full, VEGWARE may enter your premises or premises where the Goods are located and retake possession of the Goods without liability for trespass or any resulting damage.
- VEGWARE may keep or resell any Goods repossessed pursuant to 8.2.
- VEGWARE's rights in 8.2 and 8.3 are without prejudice to any other rights and remedies it may have.
- VEGWARE will bear all risk of loss or damage to the Goods prior to delivery. Risk passes to You on delivery, unless You arrange delivery, in which case risk passes when the Goods leave VEGWARE's premises, even in circumstances where freight or carriers are arranged or engaged by VEGWARE on your behalf for your convenience.
- You will arrange any and all insurance required by You or by the freighter or carrier engaged for the delivery of Goods, as necessary and at Your expense.
- VEGWARE accepts no liability for unloading.

### 9. Data and Intellectual Property

- VEGWARE will notify You if it becomes aware of any errors, inaccuracies, inconsistencies or ambiguities in data provided by You for the purpose of the provision of Goods or Services, but has no liability to verify or otherwise assess the accuracy of any of the data provided.
- You will promptly notify VEGWARE if You become aware of any inaccuracy or error in the data created by VEGWARE or in the interpretation of data used in the provision of the Goods or Services by VEGWARE.
- If VEGWARE is required to submit to You for your consideration or approval copies of specifications or drawings, one copy only will be submitted. You are required to approve any such specifications or drawings within a period of 7 days from the date of submission, failing which they will deem to have been approved upon expiry of such period.
- On request, VEGWARE will provide You with:
  - one copy of dimensional drawings for all custom ordered Goods;
- Additional copies of the items referred to in 9.4 a) may be requested and will be provided to You at an agreed price subject to availability in circumstances where Goods are not manufactured by VEGWARE.

- The specifications, drawings and design of Goods or Services (being intellectual property, including but not limited to, copyright, design right, layout or other rights) remain the property of VEGWARE.
- You acknowledge VEGWARE holds the exclusive intellectual property rights to drawings.

### 10. Confidentiality of Designs and Specifications

- All information, documents, photographs, brochures, designs, specifications and drawings prepared and developed by VEGWARE for You remain the property of VEGWARE and are confidential.
- All of the information in clause 10.1 is subject to copyright protection and is provided to You for a limited purpose. It must be returned to VEGWARE upon request.
- None of the information or items in clause 10.1 may be copied, exhibited, furnished or communicated directly or indirectly to any other person or entity in any manner without the express prior written consent of VEGWARE.

### 11. Liability and Indemnity

- You indemnify VEGWARE against any and all claims, damages, liabilities, costs, losses or expenses of any kind whatsoever arising directly or indirectly arising out of or in connection with:
  - VEGWARE having acted upon or carried out Services or the provision of Goods in accordance with your instructions or those of your agents, servants or representatives;
  - the breakdown of any Goods manufactured or supplied by VEGWARE;
  - the operation of any Goods or Services provided by VEGWARE other than in compliance with any, if any operating instructions supplied with the Goods by VEGWARE;
  - any breach by You of these terms; and
  - any injury to or death of any person, arising from the performance of your obligations or the exercise of your rights under these terms, including the use of any Goods.
- This indemnity survives termination of this Agreement by either party for any reason.
- All Vegware PLA products are heat sensitive and will warp if left in or near heat. We recommend all Vegware deliveries be left in well shaded areas. Vegware will not be responsible for all PLA products damaged due to heat exposure.

### 12. Exclusions and Limitations

- VEGWARE expressly excludes liability for:
  - any consumable Goods;
  - any Goods altered by You without VEGWARE's consent;
  - any Goods fitted with products or parts not manufactured or supplied by VEGWARE;
  - any Goods or Services which have been adversely affected by misuse, negligence, improper installation or operation, abnormal conditions of moisture or excessive temperature, dirt or corrosive atmosphere;
  - Goods damaged in transit or through improper handling or storage;
  - failures due to the operation of Goods supplied by VEGWARE outside their rated capacity.
- VEGWARE will not be liable to You (whether in contract, tort or otherwise) for any consequential, special, incidental or indirect loss or damage of any kind (including loss of profit) which may arise under these terms.
- Except as provided in these terms and conditions, all express and implied warranties, guarantees and conditions under statute or general law as to the merchantability, description, quality, suitability or fitness of the Goods or Services for any purpose including the design, assembly, installation, materials used or workmanship or otherwise are expressly excluded.
- Any Terms and Conditions which limit the liability of Vegware will operate only to the extent permitted by law.
  - Provision of the *Competition and Consumer Act 2010 (Cth)* (as amended) and other statutes from time to time in force cannot be excluded, restricted or modified to a limited extent. These Terms and Conditions of sale must be read and construed subject to any such statutory provisions. If any statutory provisions apply, then to the extent to which

Vegware is entitled to do so, its liability under those statutory provisions will be limited at its option to:

- The replacement of the goods or the supply equivalent goods; and
- The payment of the cost of replacing the goods or of acquiring equivalent goods.

### 13. Force Majeure

Neither You nor VEGWARE will be liable to the other for any breach or failure to perform any obligations in circumstances where such breach or failure is caused by anything beyond that party's reasonable control, including natural disaster or emergency, act of God or Government regulation.

### 14. Waiver

- The failure of any party to enforce the provisions of this Agreement or to exercise any rights expressed in this Agreement is not a waiver of such provisions or rights and does not affect the enforcement of this Agreement.
- No waiver under 14.1 operates as an estoppel against the party who seeks to rely on 14.1.
- The exercise by any party of any of its rights expressed in this Agreement does not preclude or prejudice such party from exercising the same or any other rights it may have irrespective of any previous action taken by that party.

### 15. Governing Law

These terms are governed by and must be construed in accordance with the laws of New South Wales and VEGWARE and You submit to the non-exclusive jurisdiction of the Courts of New South Wales.