

1. Acknowledgement and acceptance of terms and conditions

- By establishing an account and purchasing products with Wooden Playroom Pty Ltd you acknowledge that you have read and agree to be bound by the current Wooden Playroom Pty Ltd retail account terms and conditions. Wooden Playroom Pty Ltd may amend these terms and conditions from time to time, without notice, and with the most current terms and conditions published on the Wooden Playroom Pty Ltd. Placing an online order signifies you agree to the current terms and conditions as published at the time your order is placed. A signed copy of these Terms and Conditions are required as part of your wholesale application.

2. Account Approval

- To apply for a trading account with Wooden Playroom Pty Ltd you must be hold an active ABN, be registered for GST and have a permanent place of trading whether it be a bricks and mortar store and / or a website.
- Wooden Playroom Pty Ltd represents a range of high-quality products and quality handcrafted premium brands. Our products are not mass produced and due to their nature, supply may be limited. Our account approval process evaluates prospective businesses on an individual basis. We work with businesses that align with our products, brands and ethos, and that share our passion for high quality children's toys, child development, and have a focus on customer service and product knowledge.

3. Trading Terms – Proforma and New Accounts:

- All existing and new accounts operate on a proforma invoice basis (cash before goods are sent).
- When an order is placed, this can be understood as an order request and an order confirmation email will be sent.
- You will receive your Invoice via email after freight has been applied, any adjustments have been made, and your order is approved for dispatch (usually within 48 hours of your order been received).
- Once we have accepted your order request, by way of issuing your invoice, your order is irrevocable and cannot be cancelled.
- Please arrange payment on receipt of your Invoice and according to the totals on your Invoice.
- Payment on receipt of your invoice is appreciated within 48 hours, and must be received by Wooden Playroom Pty Ltd within 7 days of the Invoice being forwarded to you. If payment is not received within this time, your order will be cancelled and the stock redistributed. Cancellation of your order in this way may result in your account being permanently closed.

4. Payments

- Payments can be accepted by direct deposit only. All banking details will be clearly shown on your invoice.

5. Minimum Orders Values

- Initial order value must be a minimum of \$500 excluding freight and GST.
- Ongoing order values must be a minimum of \$250 excluding freight and GST.
- Minimum product volumes and quantity increments may apply, where products come in minimum order or boxed quantities. Where this is the case, this will be automated on the Wooden Playroom Pty Ltd ordering website.
- To maintain an active trading account, you must place orders to a minimum value of \$2500 excluding freight and GST per annum. We maintain an active customer base and inactive accounts will be reviewed and closed on an account-by-account basis without notice.

6. Freight

- Freight is charged at cost and will be clearly shown on your Invoice.
- Freight company deliveries operate between the hours of 8.30am and 5pm, and delivery will be attempted between these times. Delivery date estimates are estimates only, and actual delivery date may occur prior or later.

- Where Authority to Leave (ATL) instructions have not been given prior to the finalisation of the order dispatch at our warehouse, and in the case where a delivery cannot be made at the given address, any redelivery fees charged by freight companies will be on-charged and due immediately on issue of invoice.
- At their discretion, even if ATL instructions are provided, a freight company may judge that it is not reasonably safe to leave the consignment. If there is an unsuccessful ATL, redelivery will generally be attempted with the applicable redelivery charge. Any charges incurred due to an unsuccessful ATL will be on-charged and due immediately on issue of invoice.
- Where a return has been agreed upon, with pickup to be arranged by Wooden Playroom Pty Ltd, unless otherwise notified prior to the arrangement of pickup, the pickup address will be the standard delivery address held on our files. If an alternative pickup address is required, this must be notified and arranged with Wooden Playroom Pty Ltd, at the time of agreeing on the return. Any charges incurred due to a failed pickup will be on-charged and due immediately on issue of invoice.
- If a business is open limited days or hours, Australia Post is an alternative to freight companies. In the case of a non-delivery, a card will be left and the items available at the closest Post Office. Pre-arranged depot delivery, or an alternative address may also be a viable option.

7. Delivery and Receipt of Goods

- Risk passes to the purchaser at the time your order leaves the Wooden Playroom Pty Ltd warehouse.
- Wooden Playroom Pty Ltd will not accept responsibility for any product damaged in transit, if the product has been signed for in good order and condition.
- Wooden Playroom Pty Ltd will not be responsible for damages to product carried by the Purchasers own nominated courier.
- Wooden Playroom Pty Ltd will not be held responsible for goods left by couriers or freight companies, without a signature, where authority to leave the goods has been granted by the Purchaser. Authority to leave is constituted when the Purchaser states this by email, when setting up an account or as outlined in the Delivery or Special Instructions when making an online order.
- It is the responsibility of the Purchaser to inspect all goods upon delivery for faulty items and discrepancies. Faulty items and discrepancies are to be dealt with as per 8. Returns / Discrepancies / Faulty Items of these Terms and Conditions

8. Returns / Discrepancies / Faulty Items

- Any discrepancies with orders must be advised within 48 hours of receipt of order.
- Returns due to Purchaser ordering error or change of mind are not possible.
- Any faulty items must be advised to Wooden Playroom Pty Ltd, by email, within 7 days of the receipt of the order. Any faults reported after this time, will be accepted at the sole discretion of Wooden Playroom Pty Ltd.
 - Faulty items due to a confirmed Manufacture fault, may be replaced, or result in a reimbursement, to the value of the faulty item, as a credit to the Purchasers account, to be used against the next invoice.
 - In some cases, the faulty item will be required to be returned to Wooden Playroom Pty Ltd for inspection or return to the manufacturer.
 - The exact action taken, will be at the discretion of Wooden Playroom Pty Ltd, and will be communicated by email, with the Purchaser within 7 days of the Purchaser emailing the details of the fault to Wooden Playroom Pty Ltd.
 - When communicating faults to Wooden Playroom Pty Ltd, the Purchaser must email all details, including:
 - Proof and date of purchase. Where the claim is on behalf of the Purchaser's customer, in addition to the proof of the purchase from Wooden Playroom Pty Ltd, this must include proof and date of purchase by the end customer.
 - A clear description of the fault and any special circumstances around the occurrence of the fault.
 - A clear photograph of the fault.
- As previously stated in our 6. Freight, above, where a return has been agreed upon, with pickup to be arranged by Wooden Playroom Pty Ltd, unless otherwise notified prior to the arrangement of pickup, the pickup address will be the standard delivery address held on our files. If an alternative pickup address is required, this must be notified and arranged with Wooden Playroom Pty Ltd, at the time of agreeing on the

return. Any charges incurred due to a failed pickup will be on-charged and due immediately on issue of invoice.

- Under Australian Consumer Law any customer is entitled to a replacement or refund for a manufacturing fault or failure. This includes both the business Purchaser and the end Consumer.
 - To be able to fulfil the Purchasers Terms and Conditions with Wooden Playroom Pty Ltd, it is the responsibility of the business Purchaser to ensure their own Trading Terms and Conditions include the provision that all manufacturing faults be reported to their business within 7 days of receipt of the goods by their customers.
 - Where a Purchaser is claiming a faulty item, reported by their customer, this must be reported to Wooden Playroom Pty Ltd within 3 days of the Purchaser becoming aware of the fault. That is, within 10 days of the item been received by the Purchaser's customer.
 - The fault will be accessed and managed in accordance with Purchaser claimed faulty items as above. Where a Manufacturing fault is confirmed, the Purchaser is responsibility to deliver the replacement item to their customer or reimburse any credit received.
 - Wooden Playroom Pty Ltd is not responsible for goods damaged in transit to the Purchaser's customer
 - Wooden Playroom Pty Ltd is not responsible for any goods damaged through the normal wear and tear of play, or through foreseeable accident by the end user. Please refer to 9. Toy Safety Regulations and Supply in these Terms and Conditions for more information.

9. Toy Safety Regulations and Supply

- We ensure all toys we distribute meet the necessary safety standards, carry acceptable certification and where necessary, show the appropriate warning labels. Where a toy carries the European safety standard, EN71, this meets all the necessary Australian standards, in addition to mandatory European standards.
- Where a toy carries warnings or certification on the original packaging or product labels, retailers agree to display these to the customer and that the original warning labels will accompany the product when sold. It is not allowed to sell repackaged products.
- Appropriate age levels for safety reasons need to be accurately represented when advertising or promoting a product supplied by us. Misleading representation of age levels in advertising or promotions by the retailer, voids any safety certification or responsibility of Wooden Playroom.

10. Back Orders

- Generally, accounts are set to receive 'No Back Orders'. This means any products unavailable at the time your order is processed, will not be supplied, and will need to be ordered with your next order.
- Under special circumstances, Back Orders may be offered. Any offer of Back Orders must be accepted within 7 days, and cannot be cancelled after this time. Back Orders will be allocated automatically when stock is received in our warehouse. At our discretion, we will automatically process your backorders and issue an invoice, or we may contact you before issuing the Invoice, to allow order additions to be made.
- Freight is charged at cost for all back-orders items.

11. Indent and Special Orders

- Indent orders and orders for products highlighted as Special Order, (either as part of the Product Name or a special indicator on the product photo), are generally not kept in stock. At our discretion, these may be available for ordering at a Purchaser's request.
- Once an Indent Order or order for a Special Order item, is accepted, it is classed as a confirmed and committed order, and after this stage cannot be cancelled.
- As with all products purchased from Wooden Playroom Pty Ltd, Indent or Special Order items cannot be returned based on Purchaser error or change of mind. Claim for faulty items is of course permitted.
- At the discretion of Wooden Playroom Pty Ltd, a deposit may be requested as a final confirmation step for Indent Orders and the order of Special Order items.
- Failure to pay for an Invoice issued for goods from confirmed Indent or Special Orders will result in the order being cancelled, and the Purchaser's account being closed.

12. Prices

- All effort will be made to give advance notice of any intended price changes. However, due to fluctuations in exchange rates and other causes, prices are subject to change without prior publication or notice.

13. GST

- GST is charged at a rate of 10% on all orders. All prices shown on www.woodenplayroom.com.au are shown as prices with GST included.

14. Recommended Retail Price

- Wooden Playroom Pty Ltd supplies retailers with a recommended retail price, which can be found on each product listing. Within the guidelines allowed, of the Australian Competition & Consumer Commission (ACCC), we recommend that retailers make use of this price when selling our brands.
- We do ask retailers to be aware of maintaining the quality nature of our brands in setting and listing retail prices. Discounting products and selling below the market rate can have negative long-term effects and can be unsustainable for all in the supply chain.

15. Selling of goods

- Approved stockists and active account holders must under no circumstances advertise or sell products without having the product in stock, unless express written permission has been received from Wooden Playroom Pty Ltd. New written permission must be sought on each occurrence.
 - The exception to this, is if the Purchaser has already placed an order and received an Invoice for said stock, from Wooden Playroom Pty Ltd.
- It is the responsibility of the Purchaser to ensure they can fill customer orders and do not oversell stock.

16. Use of Images

- All product listing images (product photos with white background) on www.woodenplayroom.com.au can be used by active accounts.
- Product listing images on the Wooden Playroom Pty Ltd website, may change in appearance without notice.
- Photos on other platforms, such as social media, or from other retailers are not to be used without prior written permission.
- Unauthorised use of our images without an active account with Wooden Playroom Pty Ltd, may result in legal action.

17. Product Variations

- Due to the hand crafted nature of the brands that we represent, and the materials used in their manufacturing process, products may vary in their appearance between batches and individual products. Differences in wood grain, wood knots and hand painted details do occur. These are considered part of the charm and appeal of handmade toys. Where the manufacturer has deemed these variances to be acceptable, Wooden Playroom Pty Ltd will not accept returns on product variations.

18. Social Media

- Under no circumstances must the Purchaser or reseller, in any way promote products, or images on social media, that imply that they have manufactured the products or, imply exclusivity, or use deception in any way that misleads the public as to the origin of the products. Misuse of images, misleading information or branding, will result in the immediate closure of the account and may result in legal action.

19. Fixtures and Fittings

- All cabinets and fittings supplied by Wooden Playroom Pty Ltd, (except those purchased out right), remain the property of Wooden Playroom Pty Ltd. They are to be returned at the customer's expense when no longer required, upon cease of trade or when the account with Wooden Playroom Pty Ltd is deactivated for whatever reason.

20. Refusal to Supply

- Wooden Playroom Pty Ltd reserves the right to select applicants and to open and close accounts at our own discretion.

- Wooden Playroom Pty Ltd reserves the right to refuse to supply goods and services without notice to any account holder in the event these terms and conditions have been breached, where the Purchaser changes the way they conduct business, conducts business in a different way than outlined in their application, and at our discretion for any other reason where Australian Consumer Law permits.

21. Account as Given

- The Account is given for the approved Trading Name with the given Trading Address, ABN and Owner only. Should the Name, Address, ABN, Owner or any other business details change, Wooden Playroom Pty Ltd reserves the right to revoke and cancel the account.

22. Selling through third Parties

- Where there is an online web store, supply is limited for the sale of products via the agreed domain and url only. To maintain the integrity of the products we distribute, and to support our other retailers, it is not permitted to sell any of our goods through third parties or any other platforms such as eBay, Amazon, WeChat or other third-party sites.
- Drop Shipping of our products is not allowed.

23. Privacy Act Consents

- Account holders and account applications hereby give consent to Wooden Playroom Pty Ltd to disclose certain information to a third party, such as a Credit Collection or Reporting Agency for payments which have been overdue for 60 days or more.
- Accepting an account with Wooden Playroom Pty Ltd includes acceptance to receive information via email from Wooden Playroom Pty Ltd that relates to your account and/or products, current/past/or future, represented by Wooden Playroom Pty Ltd. The mailing list used by Wooden Playroom Pty Ltd is for correspondence from Wooden Playroom Pty Ltd only. If a customer opts out of receiving email correspondence from Wooden Playroom Pty Ltd, this will be received as a request to close the customer's account.

24. Inaccuracy Disclaimer

- Occasionally information on our website may contain typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing and availability. Wooden Playroom Pty Ltd reserves the right to correct any errors, inaccuracies, or omissions and to change or to update information at any time without prior notice (including after you have submitted your order).

25. Confidentiality

- Wooden Playroom Pty Ltd wholesale prices are restricted to authorised customers only. Prices are confidential and must not be released to unauthorised parties. Detection of unauthorised usage or account sharing will result in account suspension and/or legal action.

Customer Business
Name:

Authorised Signatory
Full Name:

Position within
Business:

Authorised Signatory
Signature:

Date: