



Terms & Conditions of Sale

MICE Group Holdings Pty Ltd

1. SCOPE

All goods and services ("Products") supplied by MICE Group Holdings Pty Ltd are supplied on these terms and conditions.

2. ORDER ACCEPTANCE

No order shall be binding on MICE Group Holdings Pty Ltd until accepted by MICE Group Holdings Pty Ltd. An individual contract for the supply of Products, on these terms and conditions, is formed on acceptance by MICE Group Holdings Pty Ltd of an order from the Customer. MICE Group Holdings Pty Ltd reserves the right to accept any order in whole or in part. Where MICE Group Holdings Pty Ltd makes a part delivery of any order, such delivery shall constitute a separate contract. No order may be cancelled or varied after acceptance by MICE Group Holdings Pty Ltd.

3. PAYMENT TERMS

All credit orders are accepted by MICE Group Holdings Pty Ltd subject to satisfactory credit approval of the Customer, and are governed by MICE Group Holdings Pty Ltd's credit terms and conditions in force at the time of order placement, including the right to charge interest. Credit approval once granted may be withdrawn at any time. Where credit approval has not been granted, or is withdrawn, payment for all Products or Services supplied is required on delivery. Where credit has been granted, payment for the Products or Services is to be made on or before 7 days from the date of invoice, or 15 days from the date of a consolidated monthly statement, whichever is the earlier. Payment must be made in full without set off or deduction. MICE Group Holdings Pty Ltd will investigate any disputed amounts, and if resolved in favour of the Customer, a credit will be issued to the Customer. MICE Group Holdings Pty Ltd reserves the right to charge Card Surcharges in the event payments are made using a credit, debit or charge card including Visa, MasterCard, American Express or Diners Club.

4. TITLE OF PRODUCTS

Ownership in the Products does not pass to the Customer until the Customer has discharged all outstanding indebtedness, whether in respect of the Products or otherwise, to MICE Group Holdings Pty Ltd. Risk in the Products will pass on delivery to the Customer. Delivery may not be refused by the Customer. The Customer grants to MICE Group Holdings Pty Ltd, its agents and servants, leave and licence to enter at any time on and into any premises occupied by the Customer to inspect, search for or remove any of the Products. If the Products are sold by the Customer, the Customer acknowledges that such sale is made by the Customer as bailee for and on behalf of MICE Group Holdings Pty Ltd, to hold the proceeds of sale on trust for MICE Group Holdings Pty Ltd, in an account in the name of MICE Group Holdings Pty Ltd, until payment in full for the Products is made to MICE Group Holdings Pty Ltd.

5. DELIVERY

MICE Group Holdings Pty Ltd reserves the right to charge for delivery of the Products at any time, notwithstanding that it may not have previously done so. Administrative fees may also be imposed for orders under certain dollar values. Where prices are stated as inclusive of delivery, delivery is to the delivery point specifically accepted by MICE Group Holdings Pty Ltd.

MICE Group Holdings Pty Ltd will use its best endeavours to deliver in-stock Products within suitable timeframes, provided the relevant order is received by the standard cut off time.

6. LIABILITY

To the fullest extent permitted by law, MICE Group Holdings Pty Ltd excludes all warranties and representations in respect of the supply to the Customer of the Products. Where any of the consumer guarantees under the Competition and Consumer Act 2010 ("the CCA") apply to any Products supplied by MICE Group Holdings Pty Ltd to the Customer, and the CCA voids or prohibits provisions in a contract excluding, restricting or modifying such consumer guarantees, then, to the fullest extent permitted by law, the liability of MICE Group Holdings Pty Ltd under or arising out of the supply of goods and services for breach of, or failure to comply with, any such consumer guarantees shall be limited, at the option of MICE Group Holdings Pty Ltd, to:

(a) If the breach or liability relates to goods:

- (i) the replacement of the goods or the supply of equivalent goods;
- (ii) the repair of the goods;
- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (iv) the payment of the cost of having the goods repaired.

(b) If the breach or liability relates to services:

- (i) the supplying of the services again; or
- (ii) the payment of the cost of having the services supplied again.

Except to the extent that the law, including the CCA, provides that liability is not able to be excluded, MICE Group Holdings Pty Ltd shall not be under any liability to the Customer in respect of any loss or damage (including consequential or indirect loss or damage or loss of profits, loss of use or loss of data), however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Products, any services supplied by MICE Group Holdings Pty Ltd or the failure of MICE Group Holdings Pty Ltd to comply with these terms and conditions.

7. CONFLICTS

These terms and conditions will apply to the exclusion of all other terms and conditions contained in the Customer's order. In the event of any inconsistency, MICE Group Holdings Pty Ltd will be deemed, by delivering the Products to the Customer or supplying services to the Customer, to have made an offer to the Customer to sell the Products or supply the services pursuant to these terms and conditions, which offer will be deemed to have been accepted if the Customer retains the Products or accepts the services. MICE Group Holdings Pty Ltd reserves the right to change these Terms and Conditions at any time. Additional terms and conditions also apply when an order is placed via Shopify or Ordermentum.

8. GST

MICE Group Holdings Pty Ltd reserves the right to recover from the Customer all goods and services tax ("GST") payable in respect of the supply of goods and services to the Customer.

9. JURISDICTION

These terms and conditions are governed by and will be construed in accordance with the laws of New South Wales and the parties agree to submit to the jurisdiction of the courts of that state.

10. NO WAIVER

The failure by MICE Group Holdings Pty Ltd to exercise, or any delay in exercising, any right, power or privilege available to it under these terms and conditions will not operate as a waiver or preclude any other or further exercise or the exercise of any other right or power.



Terms & Conditions of Sale - continued

MICE Group Holdings Pty Ltd

11. PERSONAL PROPERTIES SECURITIES ACT 2009

11.1 The Customer acknowledges and agrees that by assenting to these terms the Customer grants a security interest under the Personal Properties Securities Act 2009 ('PPSA') in favour of MICE Group Holdings Pty Ltd in all Products supplied by it to the Customer to secure the payment from time to time and at a time, including future advances. The Customer agrees to grant a 'Purchase Money Security Interest' (as defined by the PPSA) to MICE Group Holdings Pty Ltd.

11.2 The Customer undertakes to:

11.2.1 sign any documents and/or provide any information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) which MICE Group Holdings Pty Ltd may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register ('PPSR');

11.2.2 not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Products without the prior written consent of MICE Group Holdings Pty Ltd;

11.2.3 give MICE Group Holdings Pty Ltd not less than 14 days written notice of any proposed change in the Customer's name and/or any other changes in the Customer's contact details; and

11.2.4 pay all costs incurred by MICE Group Holdings Pty Ltd in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce the security interest created by these terms including executing subordination agreements and obtaining an order pursuant to section 182 of the PPSA.

11.3 To the extent permitted by the PPSA the Customer waives its rights to receive a notice under any of subsections 95(1), 121(4), 129(2) and 130(1) and sections 135 and 157 of the PPSA or a statement referred to in subsection 132(3)(d) and 132(4).

11.4 Pursuant to section 157 of the PPSA, unless otherwise agreed to in writing by MICE Group Holdings Pty Ltd, the Customer waives the right to receive the verification statement relating to the security interest.