



Terms and conditions governing the ordering of the products made available to you by SCOUT Cosmetics.

Terms and Conditions – Please read before ordering - by placing an order you are agreeing to the terms of this agreement.

This Agreement explains the terms and conditions governing the ordering of the products made available to you by My Cosmetics Pty Ltd AFT Hutchings Family Trust (ABN 13 756 132 001) trading as Scout Cosmetics (ABN 44 065 878 159) and SCOUT Organic Active Beauty (hereinafter call 'the Seller' or 'We'. It represents the whole agreement and understanding between the Seller and the individual, business, corporation or organization who purchases the products hereinafter called "Customer" or "Customers" or "You" or "you". This document is referred to as the "Agreement".

PLEASE READ THIS AGREEMENT CAREFULLY. By submitting your opening order and by your subsequent ordering, you agree to comply with all of the terms and conditions set out in this Agreement. The Seller may terminate your account(s) at any time, without notice, for conduct that is in breach of this Agreement, or for conduct that the Seller believes is harmful to the business of the Seller or the use of the products by others or is harmful to any other party.

The Seller reserves the right to modify this Agreement at any time, effective upon printing of the modified Agreement on the reverse side of invoices. You are responsible to read this document from time to time to ensure you're ordering of the products remains in compliance with this Agreement. Subject to the terms and conditions of this Agreement, the Customer agrees to purchase and the Seller agrees to sell the Products identified on the order form and accepted by the Seller.

Notwithstanding, the Seller retains title to the formulation of the Products and all copyrights, trade secret rights, and other intellectual property rights.

1. The Customer hereby agrees with the Seller that:-

1.1 The Customer must place all orders to the Seller by one of the following options: Telephone to 02 9344 8557 or 04415 964 844 or by placing an via mail to

- orders@scoutcosmetics.com or

- enquiries@scoutcosmetics.com

1.1.1 The Customer acknowledges that the Seller is a wholesale supplier and as such has minimum order requirements including a minimum total product invoice amount of \$300 AUD not including GST or shipping charges apply.

1.2 Invoices will be sent from the Seller to the Customer via email with order totals due; including any applicable addition of GST and an estimation of freight charges if applicable (final freight charges may differ from those quoted on invoices and any additions will be payable by the Customer).

1.4 The cost of the Products purchased by the Customer hereunder shall be paid by the Customer to the Seller upon an order being officially placed with the Seller unless a credit account is in place; unpaid orders will not be

forwarded to dispatch; any orders paid via direct deposit will not be passed onto dispatch until payment has cleared in the Seller business account.

1.5 The price is exclusive of the cost of the freighting of the Products to the Customer and that at the time of the placement of the order for the Products the Customer shall pay in addition to the product price and estimation of freight charges, to the price the cost of the delivery of the Products to the Customer at the address specified by the Customer in the order; any additional charges of freight over and above the estimation on the invoice shall be paid in full by the Customer upon notification of the additional charges. Australian orders will be sent via courier services and Customers can request a delivery track by contacting the Seller via email to orders@scoutcosmetics.com. International orders must be collected from the Seller premises by the Customers' courier. Any product shipping insurance requirements must be arranged by and covered in full by the Customer. Please note that re-delivery fees charged to the Seller by courier companies will be forwarded to and are payable by the Customer in all instances.

1.6 The price is exclusive of GST (with the exception of international Customers who are exempt) and that at the time of the placement of the order for the Products the Customer shall pay in addition to the price the cost of GST of the Products to the Seller.

1.7 The Seller may at any time during the term of the Agreement increase either the freight cost or the price hereunder and the Customer hereby further acknowledges and agrees that the price and freight cost shall be varied and increased in accordance with this clause and be payable for any order placed.

1.7 The Customer acknowledges the products ordered are classified as 'cosmetics' and as such all products shall be stored at 25 degrees or less at all times; the Seller shall not be liable to the Customer for any deterioration of any Products not correctly stored whatsoever and howsoever arising; including arising from the shipment of the goods from the Seller to the Customer.

1.8 The Customer acknowledges the products ordered are produced in small batches; as such there may be variances in the product from order to order, the Customer acknowledges that these changes are out of the control of the Seller.

1.9 To the maximum extent permitted by law, the Seller's total liability arising out of or in connection with this Agreement, however arising, including under contract, tort including negligence, in equity, under statute or otherwise, is limited to the Seller repairing or resupplying the Product to the Customer or the relevant Member Company, or, at the Seller's option, the Seller refunding or issuing a store credit to the Customer or the relevant Member Company the amount paid to the Seller for the relevant Product to which the claim relates.

2. The Seller hereby agrees with the Customer that:

2.1 All orders placed for the Products shall be delivered by the Seller chosen courier unless otherwise arranged by the Customer, to the Customer at the address notified by the Customer to the Seller at the time of placement of the order PROVIDED HOWEVER that the Seller shall not be liable to the Customer for any delay in the delivery of the Products on any account whatsoever and howsoever arising;

2.2 Immediately upon the Buyer's receipt of any product(s), the Customer shall inspect the same and shall notify the Seller in writing within seven (7) days of any claims for shortages, defects or damages and shall hold the goods for the Seller written instructions concerning disposition; the Seller shall at the sole discretion of the Seller either provide a credit to the Customer in respect of any Products that are damaged/faulty and returned pursuant to the provisions of this clause or provide replacement Products to the value of the Products that were damaged and returned to the Seller hereunder; If the Customer shall fail to so notify the Seller within seven days after the goods have been received by the Customer, such goods shall be deemed to have been irrevocably accepted by the Customer.

2.3 Any orders placed, approved and paid for by the Customer shall be considered final. If the Customer amends the order in anyway whatsoever after their approval and payment for the order, including the ordering of incorrect items which the Customer has approved and wishes to return, a restocking fee of 15% of the total costs of the products involved in the amendment plus GST shall be charged to the Customer.

3. The Customer hereby agrees with the Seller that the Customer shall and does hereby free release and discharge to the extent permitted by law the Seller from and against all claims actions suits or demands arising out of the supply by the Seller to the Customer of the Products hereunder and the Customer hereby further agrees with the Seller that the Customer shall to the extent permitted by law indemnify and keep indemnified the Seller from and against all claims actions suits or demands made against the Seller in respect of the Products or any breach by the Customer of the provisions of the within Agreement or on any other account whatsoever which claim action suit or demand may be made by any person or corporation and in respect of personal injury or damage to property.

4. The parties hereto hereby mutually agree that if because of any fact circumstance matter or thing under the control of the Seller that the Seller is unable to perform in whole or in part or is delayed in performing any obligation under this Agreement that the Seller will be relieved of that obligation to the extent and for the period that it is so unable to perform and will not be liable to the other party in respect of such inability.

5. The parties hereto hereby mutually acknowledge and agree that the terms of this Agreement and the information relating to the Products (confidential information) are to be treated as confidential information and neither party, without the prior expressed consent of the other party, may do any of the following:-

5.1 Provide a copy of the whole or any part of the confidential information to any person other than their professional advisers;

5.2 Allow any person other than their professional advisers to access read or view the confidential information;

5.3 Make any statement to any person other than their professional advisers regarding the contents or effects of the confidential information;

5.4 Do any act or thing which could reasonably be expected to enable any person other than a party or that party's adviser to obtain or become aware of the effect of any part of the confidential information; unless and only to the extent that the parties are required to disclose the confidential information by law or the confidential information is already in the public domain or available to the public other than by contravention of this clause.

6. All disputes as to the legality, interpretation, application, or performance of this order or any of its terms and conditions shall be governed by the laws of the State of New South Wales, Australia.

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