

WHOLESALE TERMS AND CONDITIONS

Effective 1st October 2016

Re-sale from NJOY Australia -

- First Order Minimum amount is \$500.00 inclusive of GST.
- There is no minimum re-order after your first order.
- All items are subject to GST and all prices shown are inclusive of GST.
- Goods remain the legal property of NJOY Australia until paid in full.
- Prices are subject to change without notice.
- NJOY products are to be sold under the original NJOY name for each design.
- The sale of goods is subject to our standard Wholesale Terms of Trade as detailed below.

WHOLESALE TERMS OF TRADE

The following references will be accepted as:

Supplier, NJOY, our, us or we refers to NJOY Australia

Applicant, Buyer, Retailer, you and your refers to the person/s as nominated on the NJOY Australia's Trading Account Application document/ Invoice/ Statement/ Web order.

Goods refer to the supplier's goods or services provided by NJOY Australia and invoiced (charged) to the Applicant.

Our Offer to Trade

This agreement sets out the respective rights and obligations of you and NJOY Australia on approval of a Trading Account Application by us.

Invoices will be paid by credit card and payment is required before an order will be finalised and dispatched.

A new Trading Account Application Form is required for any change to your business ownership or business structure. NJOY Australia may reject or refuse to accept a Trading Account Application form without notifying cause or reason.

Pricing and G.S.T

All prices are subject to change without notice. Please refer to your invoice or our website for current pricing. Our price lists and wholesale brochures should be used as a guide only. Prices are quoted before shipping charges and are inclusive of G.S.T.

First Order Minimum, Acceptance and/or Refusal

The first order minimum amount to establish an account with NJOY Australia is \$500 inclusive of GST. There is no minimum re-order after your first order. We may accept or decline, in whole or in part, an order from you.

Closure of a Trading Account

We reserve the right to close your Trading Account, without notice and without reason. However, we will attempt to notify you, in writing, at a time practicable to us. Some reasons include, but are not limited to:

1. Improper trading practices.
2. Account inactivity
3. Providing to us false or misleading information.
4. Failing to advise changes to information given as per the Trading Account Application Form.
5. If the business ownership changes.

Payment Methods

The Applicant acknowledges that NJOY Australia accepts payments by means of Credit Card - Visa/ Mastercard only.

Ownership of Goods

Ownership of goods passes to you at time of payment in full.

Delivery of Goods

A shipping fee is charged on invoice and is G.S.T. applicable. This charge will be dependent on items ordered. Please contact our office for details of shipping charges for relevant goods or orders.

Packing, Damage or Loss in Transit

NJOY Australia uses every care in packing but, unless otherwise agreed, shall not be liable for any loss or damage in transit, and any claim in relation to such loss or damage shall not be accepted by NJOY Australia and shall be a matter between the purchaser and the railway, shipping company or carrier. The purchaser shall inspect and check all goods received as soon as practicable upon unloading. No claim for shortage of goods shall be made to NJOY Australia after 48 hours of such inspection, and while NJOY Australia shall endeavour to rectify any shortage as soon as practicable after receipt of any claim, it shall not be liable in respect of such rectification.

Return of Faulty Goods

The retailer agrees to check all products on receipt and to advise NJOY Australia of any faults or defects. Faulty products will be replaced. Your shipping costs will be reimbursed.

Sales Outlets/ Websites and Online Sales

You are only authorised to sell through the retail/ online store as listed on your initial Trading Account Application to NJOY Australia at the address/ website given.

NJOY Australia does not allow its products to be sold at online auction sites or through markets without written permission.

Breach

Any breach, of this Agreement may lend cause for NJOY Australia to suspend/ close your Trading Account with us.

Right to Vary Term of Trade

We reserve the right to vary these terms and conditions at any time without notice.

Privacy Policy

Any personal information that you provide to us including your name, address, telephone number and email address will be treated confidentially and will not be released, sold or rented to any entities or individuals outside of NJOY Australia. NJOY Australia does not collect or record any credit card details you may provide when purchasing products from the njoytoys.com.au website. Your credit card details are securely passed to and processed by our Australian Payment Processor, EWAY, which is linked to our bank's merchant account. If you have any concerns or enquiries regarding the privacy of your data please contact us at info@njoytoys.com.au or write to us at: PO Box 1106, Williamstown, VIC, 3016, Australia