

TRADING TERMS

CENTRAL CLEANING SUPPLIES (AUST) PTY LTD (ACN 112 644587) as Trustee for the Central Cleaning Supplies (Aust) Trust (ABN 28 997 060 504) (“CENTRAL CLEANING SUPPLIES (AUST)”)

The following Trading Terms & Conditions (Trade Terms) relate to the sale and delivery of product from Central Cleaning Supplies (Aust):

For the purposes of these Trade Terms a reference to “goods” is a reference to the product, goods or stock sold or delivered by Central Cleaning Supplies (Aust) to the customer.

1. SUPPLY ON CREDIT

Central Cleaning Supplies (Aust) Approval Required

- All Outlets To Be Nominated:

- a) Central Cleaning Supplies (Aust) will only consider offering credit terms once a completed official Central Cleaning Supplies (Aust) Application for Retail Trading Account & Acknowledgment of Trade Terms has been completed and approved by Central Cleaning Supplies (Aust) (“Application”).
- b) Approval is based on the nominated retail outlet. Any subsequent store locations must also be approved by Central Cleaning Supplies (Aust) in writing before Central Cleaning Supplies (Aust) products can be distributed from another outlet (See Distribution Clause).

Credit Supply Terms:

- a) Terms of payment are strictly net 30 days. Central Cleaning Supplies (Aust) reserves the right not to supply goods to customers with accounts in arrears.
- b) Trading discounts and conditions may be offered to selected customers, and are negotiated between Central Cleaning Supplies (Aust) and the customer and subsequently confirmed in writing.

2. CANCELLATION OF RETAIL TRADING ACCOUNT:

- a) An account will be suspended (placed on Stop Supply) if not paid within 30 days of statement date.
- b) Accounts on Stop Supply will be subject to:
 - (i) Cancellation of current month order held, within 5 working days following Stop Supply determination by Central Cleaning Supplies (Aust).
 - (ii) Non processing of any Indent or other Order.
 - (iii) Legal action to recoup the loss and damage and costs on a solicitor and own client basis. Any legal action will automatically invoke permanent closure of the account.
- c) It will be the right of Central Cleaning Supplies (Aust) to close or permanently close any credit facilities provided to the customer.
- d) An account may be subject to closure if:
 - (i) Payment is not received by Central Cleaning Supplies (Aust) in accordance with these Trade Terms.
 - (ii) Any of these Trade Terms are not observed.
 - (iii) If the customer sells or offers to sell any counterfeit Central Cleaning Supplies (Aust) products.
- e) Central Cleaning Supplies (Aust) will not be liable to any party for any loss or damage which may result directly or

indirectly from the closure of the account.

- f) Should an account be closed, Central Cleaning Supplies (Aust) reserves the right to immediately reclaim any advertising or point of sale material incorporating Central Cleaning Supplies (Aust) trade marks or its other intellectual property previously supplied to the customer. For the purpose of exercising and giving effect to such right Central Cleaning Supplies (Aust) will be entitled to:
 - (i) Demand that the customer immediately deliver such materials to Central Cleaning Supplies (Aust) and the customer must comply with any such demand; and
 - (ii) As the customer’s agent (and pursuant to an irrevocable licence granted by the customer) Central Cleaning Supplies (Aust), its servants or agents, may enter any premises occupied by the customer where any materials are being stored and remove them, without being responsible for any damage caused. The customer must indemnify Central Cleaning Supplies (Aust), its servants and agents against any claim or costs arising from such action.

Overdue Accounts:

- a) A service charge of up to 2% above the National Australia Bank limited reference lending rate calculated from the due date until the invoice is paid in full
- b) All interest charges on overdue accounts are at the discretion of Central Cleaning Supplies (Aust).

3. DISTRIBUTION OF CENTRAL CLEANING SUPPLIES (AUST) PRODUCT

Orders are accepted only on the basis that:

- a) The goods may only be resold to consumers at retail level and may not be resold at wholesale level or to any other party or trader that is known or suspected to be purchasing for resale; and
- b) The goods may only be resold to consumers or displayed at the individual retail store or stores of the customer at the location(s) specified in writing to Central Cleaning Supplies (Aust) at the time the account is approved for opening, or as later approved by Central Cleaning Supplies (Aust), displayed for sale, or in any other way used at any other retail store or stores of that customer without the prior written consent of Central Cleaning Supplies (Aust), which consent may be withheld at the sole discretion of Central Cleaning Supplies (Aust).
- c) Customers that on sell or supply to non approved outlets or parties will be subject to immediate and permanent closure of account facilities.
- d) Sale of Central Cleaning Supplies (Aust) product by mail order or internet is prohibited unless prior written consent is provided by Central Cleaning Supplies (Aust).

4. ACCEPTANCE OF ORDERS

- a) All orders will be deemed to be accepted by Central Cleaning Supplies (Aust) after the expiration of 30 days from receipt of order, subject to availability.
- b) No custom product orders can be cancelled, adjusted or transferred.
- c) Order delivery may only be deferred for one (1) month and thereafter, the Order is non deferrable and noncancellable
- d) Any cancellations or adjustment requests must be confirmed in writing, no less than 35 days prior to delivery date, to your Central Cleaning Supplies (Aust) Customer Service Department for approval.
- e) Despite anything to the contrary contained in these Trade Terms, in respect to indent orders, no order can be cancelled after 30 days from the date of the order and/or cannot be cancelled once the indent order has been placed by Central Cleaning Supplies (Aust) with its manufacturer/s.
- f) The customer acknowledges and agrees that placing an order with Central Cleaning Supplies (Aust) will constitute acceptance of these Trade Terms regardless of whether or not the customer has signed the Application.

5. PRICES

- a) Prices are subject to change without notice and goods will be invoiced at the price ruling at the date of dispatch.
- b) Any reference to retail prices are recommendations only and there is no obligation to comply with the recommended price.
- c) Central Cleaning Supplies (Aust) reserves the right to increase indent pricing if the exchange rate (A\$-US\$) at invoice price has moved more than 5 (decimal) points of the rate ruling at the date the indent order was dispatched. The customer agrees to pay such increase within the normal Trade Terms.

6. RETURNS

- (a) All returns including defective goods must have an approved return authorised number from Central Cleaning Supplies (Aust) before being returned.
- (b) Unauthorised returns will be refused and not accepted and will be returned to the customer at the customer's expense.
- (c) Any shortages or claims for the wrong goods or faulty goods must be reported within 7 days from receipt of goods.
- (d) Customers must return goods only by Central Cleaning Supplies (Aust) nominated carrier/s, otherwise any freight charges will not be paid by Central Cleaning Supplies (Aust) and must be paid by the customer.
- (e) All price stickers or other labelling must be removed by the Customer failing which the returns will not be accepted and will be sent back to the customer at the customer's expense.

7. CLAIMS (NO RETURN OF GOODS)

- a) The customer must advise Central Cleaning Supplies (Aust) in writing of any claim for Short Delivery (where product is short delivered within the carton/s to the

invoiced quantity) within 7 days from the invoice date/statement date.

- b) The customer must advise Central Cleaning Supplies (Aust) in writing of any claim for Non Delivery (when a full or partial consignment has not been delivered in the invoiced quantity) within 14 days from the invoice/statement date.
- c) The customer must advise Central Cleaning Supplies (Aust) in writing of any claim for Incorrect Pricing (relating to either price, freight or surcharge) within 14 days from the invoice date/statement date.
- d) Any claims must be fully documented quoting the respective Central Cleaning Supplies (Aust) invoice and order number, and be forwarded to the Central Cleaning Supplies (Aust) Customer Service Department.
- e) All claims will be subject to investigation before a decision is made. Any rejections by Central Cleaning Supplies (Aust) will be notified in writing.
- f) Any credit notes generated by Central Cleaning Supplies (Aust) relating to No Return Of Product claims will reflect the appropriate GST component.

8. RISK AND TITLE

- (a) Central Cleaning Supplies (Aust) retains ownership of, or title in, all goods supplied by it and reserves the right to dispose of the goods until such time as payment in full is made for all amounts owing by the customer to Central Cleaning Supplies (Aust) under these Trade Terms is discharged.
- (b) The risk in all goods sold or supplied under these Trade Terms passes to the customer on delivery to the customer or collection by the customer's agent or to a carrier commissioned by the customer.
- (c) Upon receipt or delivery of the goods, the customer must ensure that the goods are insured until Central Cleaning Supplies (Aust) has been paid in full under these Trade Terms (and provide proof of such insurance cover immediately upon request by Central Cleaning Supplies (Aust) to do so).

9. SECURITY INTEREST

9.1

- (a) For value received or to be received the customer grants to Central Cleaning Supplies (Aust) a security interest in all goods supplied or any after-acquired goods (inventory) and their proceeds. The security interest secures the due and punctual payment of all moneys payable under these Trade Terms. Any account arising by virtue of a sale of any goods supplied takes effect as a transfer.
- (b) The security interest created by these Trade Terms is a continuing security and is a first ranking purchase money security interest in respect of the goods as inventory.
- (c) These Trade Terms shall take effect from the earlier of:
 - i. the date of the customer signing of the Application; or
 - ii. from the time when a customer places an order with Central Cleaning Supplies (Aust).
- (d) These Trade Terms are a security interest and are a security agreement within the meaning of the Act.
- (e) The customer acknowledges and agrees that placing

an order with Central Cleaning Supplies (Aust) will constitute acceptance of these Trade Terms and will create a binding security agreement between the customer and Central Cleaning Supplier (Aust) on the terms and conditions of these Trade Terms.

- (f) The customer agrees that Central Cleaning Supplies (Aust) may register a financing statement including any financing change statement on the register.
- (g) The customer waives its rights to receive a copy of any verification statement in respect of the security interest provided for by these Trade Terms.
- (h) The customer agrees to immediately reimburse Central Cleaning Supplies (Aust) for all costs (including legal costs), expenses and other charges incurred, expended or payable by Central Cleaning Supplies (Aust) in relation to the filing of a financing statement, or a financing change statement or releasing the security interest created by these Trade Terms.
 - (i) The customer acknowledges that it is not the owner of the goods and as such if chapter 4 of the Act applies to these Trade Terms, Central Cleaning Supplies (Aust) and the customer contract out of the enforcement provisions in section 115(1) of the Act.
 - (j) The customer irrevocably authorises Central Cleaning Supplies (Aust) and any of its lawful agents, at any reasonable time, to enter into its premises or any premises occupied by the customer and re-take any goods sold supplied under these Trade Terms and then re-sell those goods and retain the proceeds of the sale without prejudice to its rights to claim the balance of all moneys due under these Trade Terms. The customer indemnifies and agrees to keep Central Cleaning Supplies (Aust) indemnified in respect of any such entry.
- (k) The provisions of this clause survive the termination of these Trade Terms and shall carry on for the benefit of Central Cleaning Supplies (Aust).
- (l) For the purposes of this clause:
 - (i) Act meaning the Personal Property Securities Act 2009 (Cth).
 - (ii) Account, financing statement, financing change statement; inventory, proceeds, purchase money security interest, register, security interest and verification statement have the meanings given to them in the Act.

9.2 Despite clause 9.1, the customer may sell the goods to a third party in the ordinary course of its business of selling goods of the kind supplied by Central Cleaning Supplies (Aust) and deliver them to that party provided that:

- a) where the customer is paid by the third party and Central Cleaning Supplies (Aust) has not been paid by the customer for the goods pursuant to these Trade Terms, the customer holds the whole of the proceeds of sale on trust for Central Cleaning Supplies (Aust) and must pay such proceeds into a special bank account into which no other moneys other than proceeds of sale by the customer of Central Cleaning Supplies (Aust) goods are to be deposited and which shall incorporate as part of the title of the

account "Proceeds of sale of Central Cleaning Supplies (Aust) goods";

- b) where the customer is not paid by that third party, and Central Cleaning Supplies (Aust) has not been paid by the customer for those goods the customer agrees, at the option of Central Cleaning Supplies (Aust), that Central Cleaning Supplies (Aust) may collect that account on giving the customer notice in writing to that effect. Central Cleaning Supplies (Aust) shall be entitled to issue proceedings in the name of the customer against the third party for recovery of that account for the benefit of Central Cleaning Supplies (Aust); and
- c) The customer shall keep full and complete records of goods it has purchased from Central Cleaning Supplies (Aust) including details of the date, price and identity of the goods.

10. ATTORNEY

For the purpose of giving effect to clause 10, the customer irrevocably appoints Central Cleaning Supplies (Aust) as its attorney to act and sign any necessary documentation.

11. TRUSTEE

If the customer acts in the capacity as Trustee of any Trust, the customer acknowledges and agrees that it enters into these Trade Terms in its own right and in its capacity as Trustee of any such trust and that the rights of indemnity available to the Trustee will not be abrogated.

12. GUARANTEE

Where the customer is a corporation, it must ensure that all directors named in this Application or any person who is or becomes a director of the customer signs a personal guarantee of the customer's obligations under these Trade Terms. The failure of any director to sign a guarantee will not operate as a release of any director who signs a guarantee.

13. WAIVER

Subject to any express consent in writing of the parties, no waiver, delay, omission, relaxation, indulgence or forbearance on the part of any party in respect of any right or power conferred upon such party by these Trade Terms shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude such party or future exercise of such power or right, or the exercise of any other power or right under these Trade Terms.

14. PAYMENTS

The customer must make all payments under these Trade Terms without set off, counter claim or other deduction (except any compulsory deduction for taxation).

15. VARIATION

Central Cleaning Supplies (Aust) shall have the right upon 30 days notice to the customer to vary all trading terms herein. Such variations shall thereafter apply to all subsequent orders placed by the retailer.

16. LIMITATION OF LIABILITY

Despite Clauses 25 and 26, to the extent permitted by law, Central Cleaning Supplies (Aust) assumes no liability whatsoever for any consequential loss, including damage or loss arising from or as a consequence of either late delivery, mis-delivery or non-delivery of goods or any other act or default on the part of Central Cleaning Supplies (Aust) or of any servant, agent or contractor of Central Cleaning Supplies (Aust) in relation to these Trade Terms unless the same occurs because of the wilful act or default or negligence of Central Cleaning Supplies (Aust), its servants, agents or contractors in which case liability is limited to the payment of the cost of having the goods or services supplied again

17. CLERICAL ERRORS

Clerical errors are subject to correction without notification.

18. SEVERANCE

Any provision of these Trade Terms that is prohibited, void, voidable or unenforceable in any jurisdiction for any reason does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction. Any provision that is prohibited is only ineffective to the extent of that prohibition.

19. NOTICES

Any notice or other communication under this Trade Terms must be given in writing and shall be delivered by personal delivery, by pre paid post or by facsimile, addressed to the party to whom such notice or communication is directed at such party's place of business or facsimile contact details as notified by that party.

20. ASSIGNMENT

These Trade Terms are personal to the customer and the customer must not assign or transfer any of its rights or sub contract any of its obligations under them.

21. FORCE MAJEURE

Neither party shall be deemed to be in breach of these Trade Terms by reason of delay or failure in performing obligations (other than payment obligations), if the delay or failure was due to an act of force majeure or otherwise beyond that party's control.

22. LAW AND JURISDICTION

These Trade Terms are governed by the laws of Victoria. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.

23. SURVIVAL OF INDEMNITIES

Each indemnity, reimbursement or similar obligation in these Trade Terms:

- (a) is a continuing, separate and independent obligation;
- (b) is payable on demand; and
- (c) survives termination or discharge of these Trade Terms.

24. GST

Any amount of whatever description specified as payable by the customer pursuant to these Trade Terms is net of GST or any other consumption tax imposed by government on any supply of any goods by Central Cleaning Supplies (Aust) to the customer.

In addition to the amount payable by the customer to Central Cleaning Supplies (Aust), the customer is liable to pay Central Cleaning Supplies (Aust) on demand the GST or other consumption tax payable by Central Cleaning Supplies (Aust) in respect of any supply of any goods to the customer or cost thereof or payment therefore. Any such GST amount will be specified in a GST invoice.

25. EXCLUSION OF IMPLIED TERMS

The customer may have the benefit of consumer guarantees under the Australian Consumer Law. To the extent permissible by law, all terms, conditions and warranties that would have been, or may in the future be, implied into Central Cleaning Supplies (Aust)'s terms and conditions or in connection with the supply of any goods or services by Central Cleaning Supplies (Aust) by law, custom or convention are hereby excluded.

26. LIMITATION OF LIABILITY – CONSUMER GUARANTEES

To the extent that goods are not consumer goods and the customer is deemed to be a consumer because of the Australian Consumer Law, the customer agrees that Central Cleaning Supplies (Aust)'s liability for failure to comply with a consumer guarantee (other than title, quiet possession or undisclosed securities) is limited to the replacement or resupply of equivalent goods, repair of goods or the cost of replacing or acquiring replacement goods or the cost of repair of the goods.



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