

TERMS AND CONDITIONS OF PURCHASE

1. Definitions and interpretation

1.1 Definitions

"ACL" means the Australian Consumer Law Schedule of the Competition and Consumer Act 2010.

"Agreement" means any agreement for the purchase of Goods or Services by LOVITT'S from the Supplier.

"Change of Control" means, with respect to a party, any transaction or occurrence (or series of transactions or occurrences during any one (1) year period) that results in:

- (i) a new person or group of persons beneficially holding in the aggregate, whether directly or indirectly, more than fifty percent (50%) of the Voting Power in the party;
- (ii) a sale of all or substantially all of the assets, liabilities and business of the party to, or a consolidation, merger, or other business combination involving a transfer of all or substantially all of the assets, liabilities and business of the party with, or in combination with, any other new person; or
- (iii) a reverse merger in which the party is the surviving entity but in which more than fifty percent (50%) of the Voting Power in the party is acquired by a new person or group of persons.

"Confidential Information" means, in relation to a Discloser, information however held or recorded relating to the Discloser, its business or assets including financial or taxation information, information relating to customers or suppliers, present and future business and marketing plans, particulars of employees or contractors, product formulations and manufacturing processes, the terms of the Contract and any other information which the Discloser identifies as confidential, but does not include information that:

- (i) is, or has become, part of the public domain otherwise than through a breach of an obligation of confidence owed to the Discloser;
- (ii) was in the Recipient's possession prior to disclosure by the Discloser and was not obtained in breach of an obligation of confidence owed to the Discloser; or

- (iii) is received by the Recipient from a third party in circumstances that do not give rise to a breach of an obligation of confidence owed to the Discloser.

"Contract" means the contract between LOVITT'S and the Supplier for the supply of Goods and/or Services comprising the terms and conditions described in the Order, the Specifications and these Terms and Conditions.

"Corporations Act" means the *Corporations Act* 2001 (Cth).

"Delivery Date" means the date that the Supplier is required by LOVITT'S to deliver the Goods or provide the Services and which is specified in the Delivery Schedule, whether it is a single date or delivery schedule as provided or amended by LOVITT'S.

"Delivery Schedule" means the delivery schedule as provided by LOVITT'S or agreed between the parties.

"Discloser" means a person who discloses Confidential Information to a Recipient.

"Goods" means any goods supplied or to be supplied by the Supplier to LOVITT'S under the Contract including their packaging and any replacement goods.

"Intellectual Property Rights" means all intellectual property rights including, without limitation, copyright, patents, trademarks (whether registered or not), brand names, trade names and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world.

"LOVITT'S" means Lovitt's Group Pty Ltd ABN 44 151 541 605 including its related bodies corporate and associated entities.

"Order" means a written order from LOVITT'S to the Supplier for Goods and/or Services.

"Personnel" means all officers, employees, agents and contractors of the relevant party.

"Recipient" means a person who receives Confidential Information of the Discloser.

"Site" means any or all of the factories and offices that LOVITT'S may, currently or in the future, operate from.

“Services” means any services supplied or to be supplied by the Supplier to LOVITT’S under the Contract or in connection with the Goods.

“Specifications” means the specifications as LOVITT’S may specify from time to time relating to:

- (i) the design, composition, manufacture, processing, production, testing, quality, performance, packaging, packing and supply of the Goods; and/or
- (ii) the design, composition, testing, quality, performance and supply of the Services. Terms and Conditions

“Supplier” means the person to whom the Order is addressed.

“Terms and Conditions” means these terms and conditions of purchase.

“Voting Power” has the meaning given in section 610 of the *Corporations Act*.

1.2 Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- (a) a reference to writing includes email and other communication established through the Supplier’s website (if any);
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause or paragraph is a reference to a clause or paragraph of these Terms and Conditions;
- (d) a reference to a party to these Terms and Conditions or any other document or arrangement includes that party’s executors, administrators, successors and permitted assigns;
- (e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (f) headings are for ease of reference only and do not affect the meaning or interpretation of these Terms and Conditions; and
- (g) if the date on which any act, matter or thing is to be done falls on a day which is not a Business Day, that act, matter or thing:

(i) if it involves a payment other than a payment which is due on demand must be done on the preceding Business Day; and

(ii) in all other cases, must be done on the next Business Day.

1.3 Australian Consumer Law

Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict, or modify, or have the effect of excluding, restricting, or modifying any condition, warranty, guarantee, right, or remedy implied by law (including the *Competition and Consumer Act 2010 (Cth)*) and which by law cannot be excluded, restricted, or modified.

2. General

2.1 These Terms and Conditions apply to all transactions between LOVITT’S and the Supplier relating to the provision of Goods and Services. This includes all quotations, contracts and variations. These Terms and Conditions take precedence over terms and conditions contained in any document of the Supplier or elsewhere.

2.2 The variation or waiver of a provision of these terms or a party’s consent to a departure from a provision by another party is ineffective unless in writing signed by the parties.

2.3 By supplying or agreeing to supply the Goods and/or Services to LOVITT’S, the Supplier acknowledges that the Supplier has read and understands these Terms and Conditions and accepts and agrees to be bound by these Terms and Conditions.

2.4 Subject to clause 33, these Terms and Conditions, the terms on the Order and the Specifications, if this Contract relates to Goods, constitute the entire agreement between LOVITT’S and the Supplier for the supply of the Goods and/or Services the subject of the Order. No other terms and conditions (including, without limitation, those of the Supplier) or any modifications to the Terms and Conditions, Order or Specifications will bind LOVITT’S unless an authorised employee of LOVITT’S agrees to such other terms or modifications expressly and specifically in writing on a medium bearing the letterhead, logo or other indicia of LOVITT’S. These Terms and Conditions will bind each party’s executors, administrators and permitted assigns or, being a company, its

successors and permitted assigns. Where there is an inconsistency between these Terms and Conditions, the terms of the Order and/or the Specification, the inconsistency will be resolved in the following order of precedence: these Terms and Conditions, the terms of the Order, the Specifications.

- 2.5** Except for articles proprietary to the Supplier and except with the prior written consent of LOVITT'S, the Supplier shall not subcontract any of the work relating to the Goods and Services under the Order.

3. Representations and Warranties

- 3.1** The Supplier represents and warrants to LOVITT'S that:

- (a) it will supply the Goods and/or Services in accordance with the Contract;
- (b) it has the necessary materials, plant, equipment, Personnel and facilities to supply the Goods and/or Services required by this Contract and will provide such things at its own cost;
- (c) it has and will continue to have sufficient knowledge and experience in order to supply the Goods and/or Services in accordance with this Contract;
- (d) where a sample of the Goods has been approved by or provided by the Supplier to LOVITT'S, the Goods will be of the same grade or quality as the sample;
- (e) where there is a supply of Goods by description, the Goods will correspond with the description;
- (f) the Goods will be free from defects in materials and workmanship and of acceptable quality;
- (g) the Goods and/or Services will be fit for the purpose for which goods or services (as relevant) of the same or similar kind are commonly supplied and any other purpose specified in this Contract;
- (h) the Goods and/or Services will comply with all applicable Australian standards;
- (i) the Goods will be conveyed to LOVITT'S free of any encumbrances, and will not be the subject of any security interest registered on the Personal Property Securities Register (pursuant to

the Personal Property Securities Act 2009);

- (j) any Services supplied under or in connection with this Contract will be supplied by the Supplier in accordance with the highest standard of care and skill;
- (k) the Goods and/or Services will not infringe the Intellectual Property Rights of any third party;
- (l) all Goods and materials which are used in connection with the Goods, including packaging, will be safe and without risk to health when used for the purposes for which the Goods and materials were purchased by LOVITT'S;
- (m) the manufacture and overall quality of the Goods and/or the supply of the Services will comply in all respects with the requirements of all applicable legislation, rules, orders or other legal requirements in existence at the time of delivery of the Goods or Services (as relevant) to LOVITT'S;
- (n) the Supplier will at all times when delivering Goods to the relevant Site, or when performing the Services at the relevant Site, comply with Australian Standard 4068-1993 "Flat pallets for materials handling" as amended from time to time;
- (o) if the Services include equipment maintenance services, the Supplier will maintain the Equipment (as defined in an Order) in optimal working order;
- (p) the Supplier will use Personnel to undertake the Services who are suitable, qualified and experienced in performing services such as the Services;
- (q) the Supplier will take every precaution to ensure that its equipment and materials and the manner in which they are used or applied and the acts or omissions of its Personnel do not result in any damage to property, injury or loss of life;
- (r) in performing the Services, the Supplier will exercise the degree of skill, care and diligence normally exercised by members of the Supplier's industry performing services of a similar nature;

- (s) the Supplier will supply the Goods in accordance with the Specifications and Order, and will perform the Services in accordance with the Order;
- (t) the Supplier will not do anything which might damage the name or reputation of LOVITT'S; and
- (u) the Supplier will give LOVITT'S all information necessary to enable LOVITT'S to intelligently assess the Supplier's performance to the criteria contained in this Contract, if any.

3.2 Where any of the Goods supplied under the Contract are subject to a manufacturer's warranty, the Supplier will provide details of these warranties to LOVITT'S and ensure that LOVITT'S has the benefit of these warranties.

3.3 On the delivery of the Goods to LOVITT'S, LOVITT'S or its nominee may inspect and test the Goods, within a reasonable time after delivery. Delivery of the Goods will not be deemed to have been accepted by LOVITT'S until the Goods have been inspected and certified by LOVITT'S or its nominee.

3.4 If it appears to LOVITT'S that any Goods or Services do not correspond with the Contract or any applicable law then, in addition to other rights and remedies which LOVITT'S has at law, LOVITT'S may by written notice to the Supplier, require the Supplier to correct any defect, repair or replace the defective Goods or Services, or refund to LOVITT'S the price paid for the Goods or Services, at LOVITT'S's option. Any Goods considered defective by LOVITT'S may be returned by LOVITT'S to the Supplier at the Supplier's cost and risk. Nothing in this clause will limit LOVITT'S's rights and remedies available in law, including the right to rescind the Contract and to claim damages.

4. Attendance at Site

4.1 If the Supplier is required to supply the Goods and/or Services at any of the Sites, it will be responsible for ensuring that its Personnel who are present at the relevant Site conform with the following rules of the Sites:

- (a) all work at any of the Sites must cease one hour before sunset each Friday and may not recommence until one hour after sunset on the following Saturday;

- (b) all of the Supplier's Personnel must vacate the relevant Sites during the hours set out in clause 11(a);
- (c) all work at any of the Sites must be carried out under proper supervision;
- (d) before any of the Personnel supply any Goods and/or Services at any of the Sites, those Personnel undertake any Site induction processes applicable to the Site;
- (e) good order and discipline must be maintained among the Supplier's Personnel engaged in the supply of the Goods and/or Services;
- (f) the Supplier's Personnel must comply with LOVITT'S policies and all legislation relating to occupational health and safety;
- (g) no alcoholic beverages or illegal drugs may be brought onto or consumed or used at any of the Sites; and
- (h) all of the Supplier's Personnel must carry and display an identity card provided by the Supplier while at any of the Sites.

4.2 LOVITT'S may direct the Supplier to cease using any Personnel in connection with the supply of the Goods and/or Services who, in the reasonable opinion of LOVITT'S, are incompetent, negligent, infringe any safety regulation, are unsuitable to supply the Goods and/or Services or misconduct themselves

5. Orders

5.1 All prices for Goods and/or Services are in the currency and for the amount specified in the Order unless otherwise agreed in writing by LOVITT'S and the Supplier. Unless mutually agreed to in writing by LOVITT'S and the Supplier, the Supplier may not vary the price stated in the Order regardless of any change in costs to the Supplier after the date of the Order. All taxes and import duty required by law to be paid in relation to an Order will be paid by the Supplier. Claims for payment for the Goods and/or Services will be by the way of tax invoice which will be sent to the address stated on the Order. Unless otherwise stated in this Contract, payment for Goods and/or Services will be made thirty (30) days from the end of the month in which an invoice has been received in relation to those Goods and/or Services.

- 5.2** Except as otherwise specified in this Contract, the price specified on the Order includes all Federal, State, local or foreign taxes, goods and services tax (GST) or any similar tax, stamp duties and other government charges upon manufacture, sale or supply or transportation of the Goods and/or upon the provision of the Services. The Supplier will give LOVITT'S a tax invoice in the form acceptable under the GST legislation and any regulations or rulings made thereunder within five (5) working days of any supply of Goods and/or Services under this Contract.
- 5.3** LOVITT'S will be entitled to withhold the payment of the GST component for any supply made under this Contract unless it receives a valid tax invoice in accordance with clause 20.
- 5.4** LOVITT'S will be entitled to withhold PAYG at the applicable withholding rate if the Supplier fails to Order the Supplier's Australian Business Number.
- 5.5** Where Goods delivered by the Supplier under this Contract contain any materials, including without limitation packaging material, for which, due to statutory requirements, no reasonably practical means of disposal is available to LOVITT'S, LOVITT'S will be entitled to require the Supplier at the Supplier's cost to arrange appropriate disposal or to return the materials to the Supplier at the Supplier's cost for that purpose.

6. Indemnity

- 6.1** The Supplier indemnifies LOVITT'S for any loss or damage suffered by LOVITT'S arising from or in connection with:
- (a) any breach of this Contract by the Supplier
 - (b) any negligence, or willful act or omission by the Supplier;
 - (c) any breach of law by the Supplier; or
 - (d) the death or injury or illness to any person or damage to or loss of any property arising from the performance by the Supplier of its obligations under the Contract.
 - (e) any payment made to any customer of LOVITT'S as a result of any claim by or judgment or settlement in favour of that customer, because of or in connection with any default or defect in the Goods and/or performance of Services supplied

to LOVITT'S by the Supplier under this Contract.

7. Insurance

- 7.1** The Supplier must effect and maintain the following insurance:
- (a) public liability insurance for an amount of at least \$20 million;
 - (b) product liability insurance for an amount of at least \$20 million, in respect of each claim, where supplying Goods;
 - (c) comprehensive motor vehicle insurance for vehicles used in connection with the supply of the Goods and/or Services;
 - (d) workers compensation insurance as required by law; and
 - (e) any other insurance required by LOVITT'S and notified to the Supplier.
- 7.2** The Supplier must provide to LOVITT'S, on request, evidence that the insurance required under this clause 18 is in place.

8. Variations

8.1 Orders

LOVITT'S may at any time by notice in writing make changes in drawings, design, Specifications, quantities and Delivery Dates and any necessary equitable adjustment shall be made in the Order price and/or the Delivery Schedule.

8.2 Terms and Conditions of purchase

LOVITT'S may vary or amend these Terms and Conditions by written notice to the Supplier at any time. Any variations or amendments will apply to orders placed after the notice date.

9. Pricing

- 9.1** Prices for the Goods and Services are set. No price increases will apply unless LOVITT'S has requested a change to the Order. Prices include all taxes, duties, imposts, delivery and insurance to the destination specified by LOVITT'S, unless shown on a separate component of the price. The price for Goods and Services will not include any interest.

10. Invoicing and payment

- 10.1** Invoices will be rendered with each shipment and discount privilege will apply from the later of the Delivery Date specified in the Delivery Schedule, receipt of the Goods or the date of the invoice.
- 10.2** The Supplier shall maintain for a period of three (3) years after final payment under the Order, all records and accounts pertaining to work performed or goods supplied by the Supplier.
- 10.3** LOVITT'S shall have the right to audit, copy and inspect or cause to have audited, copied and inspected such records and account to all reasonable times during the course of such work or supply and for the above three (3) year period for the purpose of verifying the Supplier's invoices and the Supplier's compliance with the Order.
- 10.4** Invoices covering material shipped in advance of that specified in the Delivery Schedule will not be paid unless otherwise agreed until their normal maturity after the Delivery Date specified in the Delivery Schedule.

11. Packing and Delivery

11.1 Packing

All Goods shall be packed and shipped in such manner as shall be nominated by LOVITT'S.

11.2 Delivery

- (a) Delivery of the Goods to LOVITT'S shall be strictly in accordance with the Delivery Schedule and shall be free of charge unless otherwise specified in this clause 11.2.
- (b) Time is of the essence for the delivery of the Goods.
- (c) If the Supplier's deliveries fail to meet the Delivery Schedule with the result that Buyer elects to call upon Supplier for express shipments or partial shipments, or both, the Supplier will allow the resulting excess shipping charges.
- (d) Products and part products produced beyond LOVITT'S's releases are at the Supplier's risk.
- (e) Neither party shall be liable for delays or defaults due to causes beyond their control and without their fault or negligence provided, however that when the Supplier has reason to believe that

deliveries will not be made as scheduled, written notice setting out the cause of the anticipated delay shall be given immediately to LOVITT'S.

12. Acceptance of Goods

12.1 Inspection

- (a) All Goods ordered will be subject to final inspection and approval by LOVITT'S after delivery, notwithstanding prior payment.
- (b) It is expressly agreed that payment shall not constitute the final acceptance.
- (c) LOVITT'S, at its discretion, may employ either 100% inspection or an approved sample plan.

12.2 Rejection

- (a) Goods which fail to pass such sampling plans from 12.1 may be 100% inspected by LOVITT'S and the Supplier shall be charged for inspection time or, at LOVITT'S's option, the Goods shall be returned to the Supplier for sorting, correction, replacement, or credit as LOVITT'S elects.
- (b) LOVITT'S may reject the Goods where they contain defective material or workmanship or do not conform to the Specifications or the samples.

12.3 LOVITT'S will not be not be deemed to have accepted the Goods or Services until LOVITT'S has completed an inspection in accordance with this clause 12.

12.4 Nothing in this paragraph affects the LOVITT'S rights for any alleged failure of a guarantee under the Australian Consumer Law.

13. Title and risk

13.1 Property and risk in the Goods will pass to LOVITT'S on physical delivery of the Goods to LOVITT'S under this Contract, subject to any right of LOVITT'S to reject the Goods. Unless otherwise agreed and stated in writing in the Order, delivery of Goods and/or the provision of the Services will be to the address specified in the Order. The Supplier will be responsible for arranging and paying the costs of insurance and freight with respect to the Goods and the Goods must be packed in sufficiently strong and suitable

packaging to ensure that the Goods are delivered undamaged. Delivery will be in strict accordance with the date or dates and other information in the Order. Unless otherwise specified in the Order, the delivery schedule of LOVITT'S requires delivery of Goods within thirty (30) days of receipt by the Supplier of the Order. The Supplier may not claim or register any interest (including any 'security interest' under the Personal Property Securities Act 2009) in the Goods.

- 13.2** If the Goods are not delivered by the times required by clause 8 or the Services are not performed by the required time set out in the Contract, LOVITT'S is entitled to liquidated damages from the date on which delivery or performance should have taken place and the liquidated damages will be payable at the liquidated damages rate set out in the Order for each complete week of delay. If only part of the Goods are delayed, the liquidated damages will be calculated on the part of the price which is attributable to such part of the Goods as cannot, in consequence of the delay, be used as intended by the parties. The liquidated damages become due at LOVITT'S's demand.
- 13.3** Title to any material furnished by LOVITT'S shall remain in LOVITT'S at all times and the Supplier shall insure the same in the form satisfactory to LOVITT'S against loss or damage resulting from fire, malicious mischief and vandalism as per clause 7.

14. Intellectual Property Rights

14.1 IP in general

- (a) All Intellectual Property Rights in the Goods and Services, and/or arising or created as a result of a request from, or with the assistance of, the LOVITT'S, or in connection with these Terms and Conditions shall remain vested in, and/or automatically and immediately upon creation vest in, LOVITT'S.
- (b) Unless specifically agreed in writing between LOVITT'S and the Supplier, all Intellectual Property Rights in any works created by the Supplier on behalf of LOVITT'S vest in and remain the property of LOVITT'S.
- (c) The Supplier must do all things, and execute, or ensure the execution of, all documents, required to give effect to clauses 11.1(a) and (b)

14.2 IP where goods or services are made, or performed, to specific or special instructions

- (a) The Supplier shall indemnify, and hold harmless, LOVITT'S against all Losses incurred by LOVITT'S, or for which LOVITT'S may be liable, due to, or arising out of, any infringement, or alleged infringement, of any Intellectual Property Rights occasioned by the importation, manufacture, use, performance, or sale, of the Goods (and their packaging) and/or Services.
- (b) The Supplier will, at its own expense, defend any action, suit or claim in which infringement is alleged.
- (c) The Supplier is not entitled to use any of LOVITT'S's Intellectual Property Rights without the prior written approval of LOVITT'S. If LOVITT'S gives its approval, the Supplier is only entitled to use the Intellectual Property Rights for the purposes of supplying the Goods and/or Services to LOVITT'S.
- (d) LOVITT'S owns all drawings, specifications, instructions, manuals, reports or other documents (Documents) provided by LOVITT'S to the Supplier and any Intellectual Property Rights in them. Any new Intellectual Property Rights created by the Supplier in connection with the supply of the Goods and/or Services (New IP) will be owned by LOVITT'S. The Supplier assigns to LOVITT'S all Intellectual Property Rights that it may acquire in any Documents and any New IP.

15. Confidentiality

15.1 The Supplier must:

- (a) at all times keep the LOVITT'S Confidential Information absolutely secret and confidential and not directly or indirectly disclose or communicate LOVITT'S Confidential Information to any third party at any time or permit or suffer such information to be disclosed or communicated without the Discloser's authority;
- (b) not copy, reproduce or reverse engineer in any manner or form any of LOVITT'S Confidential Information;

- (c) only use LOVITT'S Confidential Information for the sole purpose of this Contract; and
- (d) take all steps and do all such things as may be necessary or desirable to safeguard the confidentiality of LOVITT'S Confidential Information.

15.2 Notwithstanding any other provision of this Contract:

- (a) the Supplier will not breach its obligations of confidence under this Contract by reason solely of disclosing LOVITT'S Confidential Information if strictly required to do so by law or a stock exchange, provided that it must first give reasonable notice to LOVITT'S of such requirement prior to actually disclosing that Confidential Information; and
- (b) the Supplier may disclose LOVITT'S Confidential Information to its officers, employees, advisers and agents who have a specific need to know LOVITT'S Confidential Information for the purposes of this Contract, provided they have been made aware of the terms upon which LOVITT'S Confidential Information has been disclosed to the Supplier and the consequences of disclosing such information to a third party.

15.3 The Supplier must return to the LOVITT'S or destroy, at the LOVITT'S option, all of the LOVITT'S Confidential Information within the Supplier's possession and control upon the LOVITT'S request.

15.4 LOVITT'S may obtain a court order enforcing the obligations of confidentiality imposed both by this Contract and generally at law. LOVITT'S is entitled to approach any court of competent jurisdiction to obtain an injunction restraining the Supplier from failing or threatening to fail to comply with its confidentiality obligations under this Contract or, at the LOVITT'S option, to obtain monetary damages or both.

16. Termination

16.1 Where the Supplier is unable to perform any of its obligations under this Contract, the Supplier must notify LOVITT'S immediately in writing. Where LOVITT'S receives any such written notification or otherwise determines that the Supplier is unable to perform its obligations, LOVITT'S will be

entitled to terminate this Contract and cancel all or part of an Order provided that any such termination or cancellation will not affect or prejudice any right which LOVITT'S may have to damages or any other remedy against the Supplier under this Contract or at law.

16.2 Either party is entitled to terminate this Contract or an Order by giving written notice to the other party, termination effective on receipt of that notice if:

- (a) the other party commits any continuing or material breach of the provisions of this Contract and, in the case of such a breach which is capable of remedy, fails to remedy the breach to the satisfaction of the non-defaulting party within 30 days after receipt of a written notice by the non-defaulting party giving full particulars of the breach and requiring it to be remedied or, if the breach is not capable of remedy in the reasonable opinion of the non-defaulting party, by serving on the defaulting party a notice of termination; or
- (b) the other party resolves to become, or is under the threat of becoming, subject to any form of insolvency administration;

16.3 Upon termination or expiration of the Contract:

- (a) each party must immediately return all documents, information, equipment and materials or any other thing belonging to the other party or to which the other party is entitled; and
- (b) the Supplier must vacate all of the Sites if any of the Supplier's Personnel are present at any of the Sites and remove all of the Supplier's equipment from all of the Sites.
- (c) LOVITT'S liability on termination shall be limited to payment for the delivered portion of the Order and the Supplier shall be liable for any additional costs incurred by LOVITT'S in cancelling the portion of the Order and engaging in purchase orders with other parties.

16.4 In addition to the express rights of termination provided in these Terms and Conditions, LOVITT'S may terminate these Terms and Conditions by giving 7 (seven) days written notice to the Supplier.

17. Health and Safety

- 17.1** In order to meet the requirements of LOVITT'S's health and safety system, all Goods, materials and Services provide to LOVITT'S must comply with the relevant occupational health and safety legislation regulations, codes of practice, and Australian standards.

18. Miscellaneous

- 18.1** These Terms and Conditions are governed by the laws of the state of Victoria, Australia, and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and courts entitled to hear appeals from those Courts.
- 18.2** These Terms and Conditions and any Orders and variations agreed to in writing by the parties represent the whole agreement between the parties relating to the subject matter of these terms.
- 18.3** These Terms and Conditions supersede all oral and written negotiations and communications by and on behalf of either of the parties.
- 18.4** In entering into these Terms and Conditions, the LOVITT'S has not relied on any warranty, representation or statement, whether oral or written, made by the Supplier or any of its employees or agents relating to or in connection with the subject matter of these Terms and Conditions.
- 18.5** If any provision of these Terms and Conditions at any time is or becomes void, voidable or unenforceable, it shall be read down so as to be enforceable, or if it cannot be read down it will be severed from the agreement and the remaining provisions will continue to have full force and effect.
- 18.6** A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 18.7** A notice or other communication required or permitted to be given by one party to another must be in writing to the address shown on an Order (or as varied pursuant to this paragraph) and delivered personally, sent by pre-paid mail to the address of the addressee specified in the relevant Order; sent by fax to the fax number of the addressee specified in the relevant Order with acknowledgment of receipt from the facsimile machine of the addressee, or sent by email to the

email address of the addressee specified in the relevant Order with acknowledgement of delivery.

- 18.8** A notice or other communication is taken to have been given (unless otherwise proved) if mailed, on the second Business Day after posting; or if sent by fax or email before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- 18.9** A party may only change its postal or email address or fax number for service by giving notice of that change in writing to the other party.
- 18.10** In circumstances where the Supplier has been dealing with or received a quotation from third parties other than LOVITT'S, the Supplier is hereby notified that such third parties are not LOVITT'S agent or partner in any respect and are not authorised to act as LOVITT'S's agent or partner or purport to incur any obligation, enter into any contract or make or give any promise, undertaking, warranty or representation or to enter into any binding relationship for LOVITT'S or on LOVITT'S behalf.