

WA SALT KOOLYANOBBIING PTY LTD A.B.N. 31 009 401 558 ('WA Salt Koolyanobbiing Pty Ltd')
STANDARD CONDITIONS OF SALE

- 1 **General:** These terms and conditions (**Conditions**), together with the WA Salt Koolyanobbiing Pty Ltd Supply Agreement (where applicable) and all documents specified on it, constitute the entire terms of the Agreement to supply Product to the Customer (**Agreement**). The Conditions exclude and supersede all prior discussions, representations and arrangements and any other oral or written terms and conditions whether or not they are endorsed on, delivered with or referred to in any purchase order or other document delivered by the Customer to WA Salt Koolyanobbiing Pty Ltd.
- 2 In the event of ambiguity, conflict or confusion between the documents constituting the Agreement, the terms of the WA Salt Koolyanobbiing Pty Ltd Supply Agreement (where applicable) prevail. The definitions contained in the WA Salt Koolyanobbiing Pty Ltd Supply Agreement (where applicable) apply to these Conditions.
- 3 **Orders:** WA Salt Koolyanobbiing Pty Ltd may accept or reject orders it receives. Accepted orders cannot be cancelled without WA Salt Koolyanobbiing Pty Ltd's consent which may be refused or given with conditions. The supply of Product is subject to availability. The supplies of partial shipments are permitted unless otherwise agreed in writing. WA Salt Koolyanobbiing Pty Ltd reserves the right to suspend or discontinue the supply of Product to the Customer. If WA Salt Koolyanobbiing Pty Ltd is unable to supply all of the Customer's order, these Conditions continue to apply to any part of the order supplied.
- 4 **Price:** Unless otherwise stated in a written quotation, prices for Product are those in the Contract Pricing Schedule attached to the Agreement. Unless otherwise stated all prices are exclusive of GST and all taxes and are subject to alteration without notice.
- 5 **Payment:** The terms of payment for the Product are 30 days from date of Invoice without deduction or set off. Time is of the essence. Invoices shall be issued and will be payable in respect of every delivery notwithstanding that the balance of the order has not been nor will be delivered for any reason. Where any payment is not made by the due date, WA Salt Koolyanobbiing Pty Ltd may charge interest on any overdue portion from the date the payment was due until the date payment is made (both dates inclusive) at a rate equal to 1% above the indicator lending rate for the time being advised by Westpac Banking Corporation.
- 6 **Delivery:** All quoted delivery or consignment dates are estimates only. WA Salt Koolyanobbiing Pty Ltd is not obliged to meet such dates and will not be liable to the Customer by reason of delays caused by any reason whatsoever.
- 7 **Chep and Loscam Pallets:** In the event that Products are delivered on Chep or Loscam hire pallets the Customer agrees and hereby authorises WA Salt Koolyanobbiing Pty Ltd to transfer the Chep or Loscam hire charge from WA Salt Koolyanobbiing Pty Ltd's Chep or Loscam hire account to the Customer's Chep or Loscam pallet hire account. If the Customer does not have a Chep or Loscam pallet hire account the Customer agrees to open such an account at WA Salt Koolyanobbiing Pty Ltd's request and acknowledges that no delivery will be placed until such an account is open or the Customer provides replacement Chep or Loscam pallets on a one for one basis on each and every delivery.
- 8 **Safety and access:** If WA Salt Koolyanobbiing Pty Ltd or its carrier enters the Customer's premises to deliver or collect Product, the Customer must provide full and safe access and will be liable for, and indemnifies WA Salt Koolyanobbiing Pty Ltd against the cost of all loss, damage to the property and injury to persons, occurring directly or indirectly as a result of the failure by the Customer to ensure the said full and safe access. The Customer is responsible for providing adequate labour and/or material handling equipment for the loading and unloading of Product at its premises. Where WA Salt Koolyanobbiing Pty Ltd agrees to collect Product from the Customer's premises, the Customer must ensure that the Product is all available for collection at an easily accessible central point and that it is ready for loading at the time WA Salt Koolyanobbiing Pty Ltd or its carrier arrives to collect them.
- 9 **Returns:** If the Customer does not advise WA Salt Koolyanobbiing Pty Ltd in writing of any fault, damage or defect in the Product or failure of the Product to comply with the terms of a contract made pursuant to these Conditions within 30 days of delivery (a) the Customer is deemed to have accepted the Product and is deemed to agree that the Product is not faulty, damaged or defective or non-compliant; and (b) the Customer releases and discharges WA Salt Koolyanobbiing Pty Ltd from and against any claims, actions, loss or liability relating to any fault, damage or defect in the Product.
- 10 If the Customer advises WA Salt Koolyanobbiing Pty Ltd in writing of a fault, damage or defect in the Product within 30 days of delivery then WA Salt Koolyanobbiing Pty Ltd may, at its sole discretion accept return of the Product and replace the Product, provided that the Customer has not used the Product and the Product is returned within 45 days of the date of delivery in the same condition as they were delivered and, where appropriate, in the original packaging, and WA Salt Koolyanobbiing Pty Ltd will have no additional liability to the Customer. WA Salt Koolyanobbiing Pty Ltd may charge a reasonable handling fee for returns.
- 11 **Risk:** Risk in the Product passes to the Customer on delivery. The Customer must insure the Product at its cost, from delivery until paid for in full, against such risks as are usual or common to insure against in a business of a similar nature to the Customer. The Customer holds the proceeds of that insurance on trust for WA Salt Koolyanobbiing Pty Ltd up to the amount it owes WA Salt Koolyanobbiing Pty Ltd in respect of that Product, and must keep such proceeds in a separate account until the liability to WA Salt Koolyanobbiing Pty Ltd is discharged and must immediately pay that amount to WA Salt Koolyanobbiing Pty Ltd.
- 12 **Title:** Until all monies owing by the Customer to WA Salt Koolyanobbiing Pty Ltd are paid in full for the Product and notwithstanding any credit granted to the Customer, legal and equitable title to the Product is retained by WA Salt Koolyanobbiing Pty Ltd. Until then, the Customer is a bailee of the Product.
- The Customer (a) holds the Product as bailee and fiduciary agent of WA Salt Koolyanobbiing Pty Ltd; and (b) must keep it in its possession and control, in good repair and condition, excluding fair wear and tear and stored separately and marked so that the Product is clearly and easily identifiable as WA Salt Koolyanobbiing Pty Ltd's property and inform WA Salt Koolyanobbiing Pty Ltd of the location of the Product, if requested. Should the Product be lost or damaged after delivery to the Customer and prior to payment the Customer shall indemnify WA Salt Koolyanobbiing Pty Ltd for such loss or damage.
- 13 If the Customer sells the Product before payment in full to WA Salt Koolyanobbiing Pty Ltd or if the Customer uses the Product in a manufacturing or preparation process of its own or some third party, it must hold all of the proceeds of any sale or dealing in the Product on trust for WA Salt Koolyanobbiing Pty Ltd, and must keep such proceeds in a separate account as the beneficial property of WA Salt Koolyanobbiing Pty Ltd and the Customer must pay such amount to the Customer on demand.
- 14 Notwithstanding any other provision to the contrary, WA Salt Koolyanobbiing Pty Ltd reserves the following rights in relation to the Product until all amounts owed in respect of the Product and all other Product supplied to the Customer by WA Salt Koolyanobbiing Pty Ltd at any time are fully paid (a) legal and equitable ownership of the Product (b) to retake possession of the Product and (c) to keep or resell any of the Product repossessed.
- 15 **Repossession:** The Customer hereby grants full leave and irrevocable licence to WA Salt Koolyanobbiing Pty Ltd and any person authorised by WA Salt Koolyanobbiing Pty Ltd to enter upon any premises of the Customer where the Product is stored for the purpose of retaking possession of the Product. The Customer agrees that (a) it will be liable for all expenses incurred or suffered by WA Salt Koolyanobbiing Pty Ltd (whether direct or indirect) as a result of WA Salt Koolyanobbiing Pty Ltd retaking possession of the Product or otherwise exercising its rights under this clause; and (b) it will indemnify WA Salt Koolyanobbiing Pty Ltd for all fees (including legal fees on a full indemnity basis), costs and expenses incurred or suffered as a result of any and all prosecution, actions, demands, claims or proceedings brought by or against WA Salt Koolyanobbiing Pty Ltd in connection with retaking possession of the Product or the exercise by WA Salt Koolyanobbiing Pty Ltd of its rights under this clause, and the Customer must repay all such fees, costs, losses, damages, expenses or any other sums of money on demand.
- 16 **Warranties:** WA Salt Koolyanobbiing Pty Ltd warrants that the Product sold is free from defective materials and workmanship. This warranty does not apply if (a) the defect becomes apparent more than two months after the date of delivery; (b) the Product has not been stored in accordance with the instructions issued by WA Salt Koolyanobbiing Pty Ltd; (c) the Product has been subject to any alteration by any person other than authorised in writing by WA Salt Koolyanobbiing Pty Ltd.
- 17 All other conditions and warranties of any type in relation to the Product are excluded to the maximum extent allowed by the law. In respect of Product which is not ordinarily acquired for personal, domestic or household use or consumption, the liability of WA Salt Koolyanobbiing Pty Ltd for a breach of any condition or warranty implied by law is limited at WA Salt Koolyanobbiing Pty Ltd's option to the repair of Product, or supply of a replacement, or payment of the cost of replacing the Product or of acquiring equivalent goods or payment of the cost of having the Product repaired.
- 18 WA Salt Koolyanobbiing Pty Ltd makes no representation as to the fitness of the Product supplied by it for any purpose, other than a purpose which has been notified to WA Salt Koolyanobbiing Pty Ltd in writing, prior to the date of any Agreement, by the Customer, and confirmed in writing by WA Salt Koolyanobbiing Pty Ltd to be applicable.
- 19 **Termination:** WA Salt Koolyanobbiing Pty Ltd may by written notice to the Customer terminate the Agreement if (a) the Customer fails to perform any of its obligations under the Agreement; (b) the Customer dies or becomes incapacitated, or ceases, or indicates that it is about to cease, to carry on business; (c) anything happens that reasonably indicates that there is a significant risk that the Customer is or will become unable to pay debts as they fall due; or (d) a step is taken to have a receiver, receiver and manager, provisional liquidator or administrator appointed to that person or any of its assets. Clauses 22 to 27 (inclusive) survive the termination of the Agreement.
- 20 If the Agreement is ended because of the Customer's default and the Customer owes WA Salt Koolyanobbiing Pty Ltd money, the money is immediately payable to WA Salt Koolyanobbiing Pty Ltd and bears interest and WA Salt Koolyanobbiing Pty Ltd is entitled to enter the Customer's premises and repossess any Product in the Customer's possession or control.
- 21 **Force Majeure:** WA Salt Koolyanobbiing Pty Ltd will not be liable for any loss incurred as a result of delay or failure to make any supply of Product or to observe any of these conditions due to an event of force majeure, being any cause or circumstance beyond WA Salt Koolyanobbiing Pty Ltd's reasonable control, including but not limited to, any lack of production capacity or raw materials, strikes, lockouts, labour disputes, fires, floods, acts of God or public enemy, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by any government or any semi-governmental authorities or embargoes. During the continuance of an event of force majeure WA Salt Koolyanobbiing Pty Ltd's obligations under these Conditions will be suspended. The Customer must accept delivery of the Product notwithstanding any delay in delivery caused by any force majeure event.
- 22 **PPSA** The supply of Products by WA Salt Koolyanobbiing Pty Ltd to the Customer from time to time creates a purchase money security interest (**Security Interest**) in favour of WA Salt Koolyanobbiing Pty Ltd over the Products and the proceeds of sale of the Products (together the **Collateral**) in accordance with the Personal Property Securities Act 2009 (Cth) (**PPSA**). The Security Interest attaches to the Products in accordance with the PPSA (and it is not agreed that it will attach at a later time) and continues in the Products even if

they are mixed or commingled with other products. For the purposes of the PPSA, the Agreement (including in particular this document which contains the Security Interest) comprises the security agreement. This document is adopted by the Customer when it signs [the CCAA] and each time the Customer takes physical possession of Products (irrespective of any rights the Customer may have to return the Products under clause 9). The Products the subject of the security agreement, are more particularly described in the relevant purchase documents.

- 23 The Customer must, immediately on request, do whatever WA Salt Koolyanobbing Pty Ltd requires of the Customer to enable WA Salt Koolyanobbing Pty Ltd to better exercise its rights pursuant to the Security Interest, to ensure the Security Interest is fully enforceable, perfected, has the priority required by WA Salt Koolyanobbing Pty Ltd and to enable WA Salt Koolyanobbing Pty Ltd to apply for any registration, give any notification in connection with the Security Interest or exercise any rights over the Collateral.
- 24 WA Salt Koolyanobbing Pty Ltd may apply for any registration, or give any notification, in connection with the Security Interest and for whatever class of collateral WA Salt Koolyanobbing Pty Ltd determines. The Customer consents to any registration or notification by WA Salt Koolyanobbing Pty Ltd, and agrees not to make any amendment demand. The Customer indemnifies, and on demand will immediately reimburse, WA Salt Koolyanobbing Pty Ltd for its costs, charges and expenses (including any registration fees) incurred in connection with anything WA Salt Koolyanobbing Pty Ltd does to perfect, preserve, enforce or protect or otherwise deal with the Security Interest.
- 25 The Customer further agrees (to the extent permitted by law) that: (a) WA Salt Koolyanobbing Pty Ltd does not have to comply with any of the requirements of, and the Customer waives its rights under, sections 95, 96, 120, 121(4), 123, 125, 129, 130, 132(3)(d), 132(4) 134(2), 135 and 137(2) of the PPSA or any other provision of the PPSA notified by WA Salt Koolyanobbing Pty Ltd to the Customer from time to time; (b) the Customer may not exercise any rights under sections 142 and section 143 of the PPSA; and (c) WA Salt Koolyanobbing Pty Ltd or any receiver (or receiver manager) appointed by WA Salt Koolyanobbing Pty Ltd does not have to give any notice required under the PPSA (including a notice of verification statement).
- 26 The Agreement is confidential. The Customer will not request any disclosure be made, disclose or authorise the disclosure, of any information of the kind mentioned in section 275(1) of the PPSA, unless section 275(7) & 275(9) of the PPSA applies and in that case only WA Salt Koolyanobbing Pty Ltd is entitled to make the disclosure.
- 27 Any payment made by the Customer to WA Salt Koolyanobbing Pty Ltd may be applied by WA Salt Koolyanobbing Pty Ltd in any manner it sees fit.
- 28 **Miscellaneous:** WA Salt Koolyanobbing Pty Ltd waives a right under these Conditions only if it does so in writing.
- 29 WA Salt Koolyanobbing Pty Ltd may assign or otherwise deal with the benefit of any contract made pursuant to the Agreement.
- 30 The rights and remedies provided in these Conditions will not affect any other rights or remedies available to WA Salt Koolyanobbing Pty Ltd.
- 31 This Agreement is governed by and must be interpreted in accordance with the laws of Western Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of Western Australia.
- 32 WA Salt Koolyanobbing Pty Ltd may amend or vary this agreement by notifying the Customer in writing of the amendment or variation, or (in the case of the conditions) by uploading the amended conditions onto the WA Salt Group's website. Each time the customer places an order with WA Salt Koolyanobbing Pty Ltd each day during the term of this agreement, the customer acknowledges either receiving or having the opportunity to review, a copy of the conditions which can be found at WA Salt Group's website (<http://www.wasalt.com.au>)
- 33 If any provision of these Conditions is unenforceable, illegal or void, that provision is severed and the other provisions of these Conditions remain in force.
- 34 Any notice to be given to a party under the Agreement must be in writing and must be sent by post, facsimile or email to the address of that party shown in the quotation, purchase order or order acknowledgement. Notice is deemed to have been given at the time it would have been received in the normal course of post if sent by post, or if otherwise given at the time it was actually received.