

BAG SOLUTIONS PARTNERS – TERMS OF SALE (AUSTRALIA)

1 APPLICATION

- 1.1 These Terms apply to all Goods supplied by Thomastown Bag Solutions Pty Ltd (ACN 700 735 575, ABN 73 700 735 575) trading as Bag Solutions Partners (**BSP**) to the person that places an Order with BSP or to whom BSP supplies Goods (**Customer**).
- 1.2 The Customer accepts these Terms by signing them, signing a credit application that refers to them, placing an Order or accepting delivery of Goods, whichever occurs first. These Terms and the relevant Contract are the entire agreement for the supply of the Goods. Any terms in the Customer's purchase order or other document are excluded and do not apply, whether or not BSP objects to them. A written supply agreement signed by BSP and the Customer prevails over these Terms to the extent of any inconsistency.
- 1.3 BSP may update these Terms on at least 30 days' written notice. Updated Terms apply only to Orders placed after the notice period.

2 ORDERS AND CONTRACT

- 2.1 An Order is an offer by the Customer to buy Goods on these Terms. A Contract is formed only when BSP accepts the Order by written confirmation, by commencing manufacture or by dispatching Goods (in the last case, only for the Goods dispatched) (**Contract**). BSP may accept or decline any Order, in whole or in part, in its discretion. BSP may rely on any Order or instruction that appears to come from the Customer.
- 2.2 A Contract is on these Terms and BSP's confirmation (if any), notwithstanding anything in the Order. The Customer may not change or cancel an accepted Order without BSP's prior written consent, which BSP may make conditional on the Customer paying for work done and materials committed for the Order.
- 2.3 If BSP's confirmation differs from the Order, the confirmation prevails unless the Customer objects in writing within five business days, in which case no Contract is formed for that Order unless the Parties agree its terms in writing.
- 2.4 Quotations are valid for 30 days unless stated otherwise, apply only to the quantities and specifications quoted, and are not offers. Forecasts and schedules are not Orders and do not oblige either Party unless clause 2.5 provides otherwise.
- 2.5 If the Goods are made to order, BSP may deliver and invoice up to 10% more or less than the quantity ordered, and the Customer must accept and pay for the quantity delivered. If BSP agrees in writing to manufacture Goods against the Customer's forecast, the Customer must take delivery of and pay for those Goods within three months after manufacture, or earlier if the Customer changes or discontinues them.

3 PRICE AND PAYMENT

- 3.1 The price of the Goods (**Purchase Price**) is the price in BSP's quotation or confirmation or, if none is specified, BSP's price list when the Order is accepted. Prices exclude GST and other taxes, which the Customer must pay in addition on receipt of a valid tax invoice. BSP may vary its price lists by written notice, including for cost increases. A variation does not apply to Orders already accepted.
- 3.2 Unless otherwise agreed in writing, payment is due in full by the 20th day of the month following the month of invoice, by electronic funds transfer in cleared funds. The Customer must pay all amounts by the due date without set-off, deduction or withholding.
- 3.3 BSP may charge interest on overdue amounts at 12% per annum and may recover its reasonable costs of recovering overdue amounts, retaking Goods or otherwise enforcing these Terms. BSP may set off amounts the Customer or its Related Bodies Corporate owe it against amounts it owes the Customer, and may apply payments to outstanding invoices as it determines.
- 3.4 BSP may at any time on written notice set or vary credit limits or require prepayment or security. Each Order is a representation by the Customer that it is solvent and able to pay its debts as they fall due.

4 DELIVERY, RISK AND PALLETS

- 4.1 BSP will either deliver the Goods to the Site or make them available for collection at BSP's premises, as stated in the Contract. **Delivery** occurs when the Goods are unloaded at the Site or, where the Customer collects, when BSP notifies the

Customer that the Goods are ready for collection, and **Delivered** has a corresponding meaning. Where BSP delivers, freight is charged in addition to the Purchase Price unless BSP's quotation or confirmation states that it is included, and BSP may charge the additional cost of non-standard deliveries and of failed deliveries or redeliveries caused by the Customer. Where the Customer collects, it bears all costs after Delivery.

- 4.2 Goods to be exported from Australia are collected by the Customer or its forwarder and are supplied EXW BSP's premises (Incoterms 2020) regardless of the delivery address in the Order. The Customer is responsible for export clearance, freight, insurance, import clearance and all duties and taxes. BSP will treat the supply as GST-free only if the Customer provides satisfactory evidence that the Goods were exported within 60 days after the earlier of invoice and payment; otherwise GST is payable by the Customer.
- 4.3 Goods are packed in accordance with BSP's standard practice; special packing requested by the Customer is charged in addition. Delivery dates are estimates and BSP is not liable for delay, to the extent permitted by Law. Delivery dates are extended by any delay caused by the Customer, and BSP may charge the reasonable resulting costs. BSP may deliver in instalments, each invoiced separately, and a delay or Defect in one instalment does not entitle the Customer to cancel any other.
- 4.4 Risk in the Goods passes to the Customer on Delivery. BSP's records are prima facie evidence of what was ordered and Delivered. If the Customer does not accept or collect the Goods when due (other than through BSP's default or a Force Majeure Event), BSP may store the Goods at the Customer's risk and reasonable cost and invoice them as Delivered.
- 4.5 BSP pallets remain BSP's property and are exchanged on delivery unless otherwise agreed. Hire pallets are transferred to the Customer's pooling account on delivery. The Customer pays for non-returnable pallets and for pallets damaged, contaminated or not returned within a reasonable time. Pallets supplied with Goods for export are non-returnable and are charged in addition unless BSP's quotation states that they are included.

5 TITLE AND PPS ACT

- 5.1 Title to the Goods remains with BSP until BSP is paid in full for them. Until then the Customer holds the Goods as bailee, must keep them insured and identifiable as BSP's, may sell or use them in the ordinary course of its business, and must not grant any security interest over them ranking ahead of BSP's. If the Customer fails to pay when due or suffers an Insolvency Event, BSP may require the return of unpaid Goods and may enter any premises where they are located to retake them.
- 5.2 These Terms are a security agreement, and BSP's retention of title is a purchase money security interest in the Goods and their proceeds securing their Purchase Price (**Security Interest**) and does not extend to any other property. BSP may register the Security Interest, and the Customer must do what BSP reasonably requires to perfect it, must give 14 days' notice of any change of name, ABN or ACN, and must reimburse BSP's reasonable costs of registering and enforcing it caused by the Customer's default. To the extent permitted by the PPS Act, sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 do not apply, the Customer waives its right to receive any notice or verification statement, and neither Party may disclose information under section 275 except as required by law.

6 INSPECTION AND DEFECTS

- 6.1 The Customer must inspect the Goods on receipt and notify BSP in writing of any Defect or short supply within 30 days after receipt. A Defect not reasonably discoverable on inspection may be notified within 30 days after discovery and no later than 90 days after receipt. The Customer must retain the affected Goods and give BSP a reasonable opportunity to inspect them. Otherwise the Goods are taken to be accepted, subject to Law. Variations in colour, shade, print registration, paper weight, dimensions or finish within agreed tolerances or, if none, normal trade tolerances are not Defects, and a quantity variation permitted by clause 2.5 is not a short supply.
- 6.2 Where a Defect or short supply is properly notified and BSP (acting reasonably) accepts it, BSP will, at its election, replace the Goods, make good the short supply, or credit or refund the Purchase Price

of the affected Goods. Goods may be returned only with BSP's prior approval and are not otherwise returnable.

7 WARRANTY AND LIABILITY

- 7.1 BSP warrants that at Delivery the Goods will conform in all material respects with the specifications agreed in the Contract, be free from material defects in materials and workmanship and comply with Laws applicable to their manufacture. The Customer's remedies for breach of this warranty are those in clauses 6.2 and 7.3, subject to clause 7.2.
- 7.2 If the Customer is a "consumer" under the ACL: the Goods come with guarantees that cannot be excluded under the ACL and nothing in these Terms excludes, restricts or modifies them; the benefits given by these Terms are in addition to the Customer's other rights and remedies under Law; and the following applies: "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure." Where the Goods are not of a kind ordinarily acquired for personal, domestic or household use, BSP's liability for failing to comply with a consumer guarantee is limited, as permitted by section 64A of the ACL, to the remedies in clause 7.3(a). Otherwise, all terms, conditions, warranties and guarantees implied by statute, common law, trade or custom are excluded to the extent permitted by Law.
- 7.3 To the maximum extent permitted by Law: (a) BSP's liability for Defective Goods is limited, at its election, to replacement with equivalent Goods or a refund or credit of the Purchase Price; (b) each Party's aggregate liability for all claims arising in any 12-month period, in connection with these Terms, all Contracts and the Goods and whether in contract, tort (including negligence), under statute or otherwise, will not exceed the amounts paid to BSP under all Contracts in that period; and (c) neither Party is liable to the other for Consequential Loss. Paragraphs (b) and (c) do not apply to liability for death or personal injury, the Customer's breach of clause 7.5, amounts payable by the Customer to BSP, or liability that cannot be limited by Law. BSP holds the benefit of this clause 7 on trust for its Related Bodies Corporate, officers and employees.
- 7.4 The Customer is responsible for satisfying itself that the Goods are suitable for their intended use, including compatibility with its products and equipment and food-contact and other regulatory compliance in its markets. Other than compliance with the agreed specification, descriptions, samples and illustrations of the Goods are for identification only and BSP makes no representation not set out in writing in the Contract. The Customer must ensure that its use, filling, labelling, storage and on-sale of the Goods comply with all applicable Laws.
- 7.5 BSP may require the Customer's written approval of proofs before manufacture, and approved proofs form part of the agreed specification. BSP is not liable for a Defect to the extent it arises because the Goods were made to designs, specifications, artwork, proofs or materials provided or approved by the Customer, or were used, stored or handled incorrectly after delivery. The Customer warrants that it is authorised to have BSP use the trade marks, artwork and other material it supplies and that such use will not infringe any person's IP Rights or breach any Law, and indemnifies BSP against all loss, costs (including reasonable legal costs) and liability arising from any claim to the contrary.

8 IP AND TOOLING

- 8.1 Each Party retains its IP Rights in its pre-existing materials. The Customer grants BSP a royalty-free, non-exclusive licence to use the Customer's artwork, marks and other materials solely to perform the Contract. Unless otherwise agreed in writing, IP Rights in materials created by BSP, and all tooling, plates and stereotypes used to make the Goods, are and remain BSP's property, other than the Customer's pre-existing materials and brand elements incorporated in them.

9 DEFAULT AND TERMINATION

- 9.1 If the Customer materially breaches these Terms or a Contract (including by failing to pay when due), BSP may by written notice, without prejudice to its other rights, declare all amounts owing by the Customer immediately due and payable, suspend or cease deliveries, take possession of Goods for which payment is

overdue, recover its direct loss and costs, and suspend or terminate these Terms and any Contract.

- 9.2 Either Party may terminate these Terms by written notice if the other commits a material breach that is incapable of remedy or is not remedied within 30 days after notice, or suffers an Insolvency Event. Termination does not affect accrued rights, and clauses 3, 5, 7, 8, and 10 survive.
- 9.3 On termination the Customer must pay for all Goods delivered and, unless it terminated for BSP's breach or Insolvency Event, must accept and pay for Goods manufactured for its Orders before termination and reimburse BSP's reasonable cost of materials bought specifically for those Orders.

10 GENERAL

- 10.1 **Force majeure.** Neither Party is liable for delay or failure to perform (other than to pay money) caused by a Force Majeure Event. During a Force Majeure Event BSP may allocate available Goods among its customers. If performance of an Order is prevented for more than 60 consecutive days, either Party may cancel the affected part by notice, without liability except for Goods delivered or manufactured for the Customer's Orders before cancellation.
- 10.2 **Compliance.** Each Party must comply with the Laws applicable to it in performing these Terms. BSP is not bound by any Customer supplier code or policy unless agreed in writing.
- 10.3 **Assignment.** BSP may assign or novate these Terms and any Contract to a Related Body Corporate or a purchaser of its business on notice, and may subcontract manufacture or delivery.
- 10.4 **Other.** A Contract may be varied only in writing agreed by both Parties. A waiver is effective only in writing. An invalid provision is read down or severed without affecting the rest. Notices may be given by email to the address a Party last notified and are received on the next business day. The Customer must keep BSP's prices and other confidential information confidential. "\$" means Australian dollars unless the quotation states otherwise. These Terms are governed by the laws of Victoria, Australia, and the Parties submit to the non-exclusive jurisdiction of its courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

11 DEFINITIONS

ACL means the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth); **Consequential Loss** means loss of profit, revenue, production, business or opportunity, goodwill or reputation, and any other loss not arising naturally from the relevant breach; **Defect** means a material failure of Goods to comply with the specifications applicable under the Contract, and **Defective** has a corresponding meaning; **Force Majeure Event** means an event beyond a Party's reasonable control whose effects could not have been prevented or mitigated by reasonable diligence, including natural disaster, epidemic, utility, shipping or transport failure, raw material shortage from BSP's usual suppliers, and industrial action not confined to that Party's workforce; **Goods** means products supplied or to be supplied by BSP; **GST** has the meaning in the A New Tax System (Goods and Services Tax) Act 1999 (Cth); **Insolvency Event** means a Party being insolvent or presumed insolvent under the Corporations Act 2001 (Cth), the appointment of a liquidator, administrator, receiver or similar person to it or its assets, or its ceasing to carry on business; **IP Rights** means all intellectual property rights, registered or not; **Law** means all applicable laws and regulations; **Order** means a request for Goods from the Customer in any form; **Party** means BSP or the Customer; **PPS Act** means the Personal Property Securities Act 2009 (Cth); **Related Body Corporate** has the meaning in the Corporations Act 2001 (Cth); **Site** means the delivery address specified in the Order or otherwise agreed in writing; **Terms** means these terms of sale.

Acceptance. The Customer accepts these Terms (Last Updated 1 October 2026) and agrees that they apply to all Goods supplied by BSP. Signed for and on behalf of the Customer by its duly authorised representative:

Customer: _____

Signature: _____

Name and position: _____

Date: _____