

CHANGING HABITS TRADING TERMS

This is the contract under which O'Meara Family Trust trading as Changing Habits (ABN 20 983 608 312) supplies goods to the undersigned. The applicant accepts these terms and conditions of trade.

1. In these terms and conditions :

a) Conditions mean these Trading Terms, which form the contract between Changing Habits and the Retailer for the sale and supply of goods.

b) "Goods" refers to the goods described in an order.

c) "Order" refers to an order for goods:

i) made by the Retailer to Changing Habits; and

ii) accepted by a representative of Changing Habits either orally or in writing.

d) "Changing Habits" refers to the O'Meara Family Trust T/A Changing Habits

e) "Retailer" refers to the person or company who places an order with Changing Habits.

Ordering & Delivery

2. The Retailer agrees that it will be bound by these conditions when the Retailer places an order with Changing Habits and it is accepted by a representative and signed by a representative of Changing Habits. All goods are supplied by Changing Habits on these conditions only. A copy of the agreement, signed by all parties will be forwarded to the retailer.

3. Changing Habits is not bound by any terms or conditions issued orally or in writing by the Retailer.

4. The selling price for goods is the price specified in the Changing Habits price list at the date of dispatch. Changing Habits may at any time vary its price list to reflect, among other things, currency exchange rates or the imposition of any duties, levies or taxes. The Retailer accepts any errors or omissions in invoicing and, if applicable, agrees to pay the difference of any amended pricing due.

5. The supply of goods is subject to availability. If Changing Habits is unable to supply all of the Retailer's order, these conditions continue to apply to any part of the order supplied.

6. Changing Habits reserves the sole right to suspend or discontinue the supply of goods to the Retailer.

7. Changing Habits will arrange transportation of the goods to the Retailer. A flat fee of \$18 will apply to postage. Orders above \$500 will be freight free. Changing habits reserves the right to adjust the price of freight at any time.

8. Unless otherwise agreed in writing by Changing Habits, delivery is to the Retailer's registered business address.

9. If a delivery date is specified, that date is an estimate only and Changing Habits is not liable for any delay in delivery.

Changing Habits Sales Guarantee

10. Changing Habits will accept return of goods if not sold after 6 months from date of invoice and less than 12 months from date of invoice. A refund or a credit will be available for all goods returned in saleable condition and products are not past expiry date. The retailer will pay for any return freight costs and refunds or credits will not be processed until Changing Habits accept the goods are in saleable condition.

Returns and Cancellations

11. Once an order has been dispatched to the Retailer it cannot be cancelled and the Retailer must accept the delivery, including all shipping charges, in accordance with these conditions.

12. The Retailer must inspect the goods within forty-eight hours (48) of the arrival of the goods at the Retailers premises. The Retailer may only return goods with the prior expressed approval of Changing Habits and within thirty (30) days of the date of delivery in resalable condition, at full price and in the original packaging.

13. Any claim that the goods are defective, damaged, short delivered or were not ordered must be made at the time of delivery or in writing to Changing Habits within forty-eight (48) hours after delivery of the goods to the Retailer. If the Retailer fails to make a claim then, to the extent permitted by law, the goods are deemed to have been accepted by the Retailer and the Retailer must pay for the goods in accordance with these conditions.

Payment

14. Payment for all orders will be made **prior to goods dispatched**. There will be **NO** exceptions. Payment can be made via credit card or direct deposit.

If made via direct deposit an invoice will be raised and emailed to the retailer with bank details provided on invoice. Payment receipt must be emailed or faxed to changing habits before shipment can be sent.

Property/Insurance

15. Goods supplied by Changing Habits to the Retailer are at the Retailer's risk immediately upon those goods ordered by the retailer being dispatched from Changing Habits warehouse and/or registered office. Against such risks as are usual or common to insure against in a business of a similar nature to the Retailer.

To the extent permitted by law these conditions exclude all other conditions, warranties, liabilities or representations in relation to the goods. Where legislation implies in these conditions, any condition or warranty that cannot be excluded or modified to the extent permitted by law, the liability of Changing Habits for a breach of any such condition or warranty is limited at the discretion of Changing Habits to any or all of the following:

- a) replacement of the goods or the supply of equivalent goods;
- b) payment of the cost of replacing the goods or of acquiring equivalent goods, by credit to the Retailer's account, in cash or by cheque at the discretion of Changing Habits; or
- c) repayment of any part of the purchase price of the goods which has been paid by the Retailer, by credit to the Retailer's account, in cash or by cheque at the discretion of Changing Habits.

16. Changing Habits is not liable for any loss or damage of any kind arising out of or in connection with the supply of goods, including without limitation any indirect or consequential loss including without limitation loss of profit, loss of revenue, loss of contract, loss of goodwill or increased cost of workings, arising out of or in connection with the supply of goods, even if due to the negligence of Changing Habits or any of its employees or agents.

Other Terms

17. The Retailer agrees it is a corporation/company/sole proprietor/individual in good standing under the laws of Australia and the State of incorporation, with full power and authority to enter into this contract and fully perform its obligations, and the signatory is the Retailer's duly authorised representative with the power to execute this contract.

18. The Retailer consents to Changing Habits collecting any personal information for the purpose of assessing willingness to trade with the retailer.

19. The Retailer consents to Changing Habits contacting the Retailer electronically or otherwise with marketing information.

20. Changing Habits may waive, amend or vary these conditions at any time by notifying the Retailer in writing of the waiver, amendment or variation.

Waiver of any condition shall not be deemed a waiver for any other condition, nor shall waiver of any breach of these conditions be construed as a continuing waiver of any other breaches of the same or other condition.

21. If any provision of these conditions is unenforceable, illegal or void, that provision is severed and the other provisions remain in force.

22. There is no other understanding, agreement, warranty or representation, whether expressed or implied in any way defining, varying or extending or otherwise relating to these provisions or binding on the parties with respect to the goods of their operation.

23. These conditions, and any order made pursuant to them, are governed by the laws of Queensland. The Retailer irrevocably submits to the jurisdiction of the appropriate court convenient to Changing Habits in respect of any claims, proceedings and matters arising out of these conditions.