

GENERAL TERMS AND CONDITIONS OF TRADE

To the fullest extent legally permissible all dealings between the customer (including all related and/or associated companies and/or other entities, all successors and/or assigns and in its own capacity and as trustee of each and every trust of which it is trustee) [jointly "the Customer"] and Oji Fibre Solutions (AUS) Pty Ltd ACN 050 218 221. (and/or any related and/or associated companies, trusts and/or other entities and/or any successors and/or assigns) whether trading as "Oji Fibre Solutions" and/or otherwise ["Oji"] relating to any goods and/or services [the "goods" and/or the "services"] are subject to the following terms and conditions ["these Terms"] unless otherwise expressly agreed in writing:

1. Payment: **a)** Payment shall be made by cash, cheque, bank cheque or EFTPOS, without deduction and within the credit period stipulated in each quotation, invoice or statement. If no credit period is stipulated, payment shall be made within 30 days from end of month in which goods are invoiced. **b)** The Customer agrees to pay an administration fee of 2% as the liquidated processing cost on credit card payments and/or on payments made outside the credit period stipulated in each invoice or statement.

2. Interest: Interest shall be charged on overdue accounts at the *Penalty Interest Rates Act 1983* (Vic.) interest rate plus 2%.

3. Property: **a)** The Customer agrees that these Terms constitute a "security agreement" for the purposes of the *Personal Property Securities Act 2009* (Cth) ["PPSA"], that Oji has and/or will have a "security interest" in respect of all goods and/or services whether present or after acquired for the purposes of the PPSA, that PPSA Sections 95, 118, 121(4), 125, 129(2), 129(3), 130, 132(3)(d), 132(4), 134(1), 135, 137 & 157 shall not apply to any such security interest, and that it will promptly do anything Oji requests in order to give full effect to such security interest.

b) Property in goods shall not pass until payment in full of all monies owed by the Customer. **c)** Oji reserves the right to take possession and dispose of goods as it sees fit at any time until full payment. The Customer grants permission to Oji to enter any property where any goods are stored with force if necessary. **d)** Immediately on delivery the Customer accepts risk in, and liability for the safe custody of, the goods and indemnifies Oji for any related losses **e)** Until payment in full the Customer agrees: (i) to keep all goods unpaid for as fiduciary for Oji and store all goods in a manner which shows Oji as owner; (ii) to only sell goods in the usual course of its business on the basis that all proceeds are held in trust for Oji in a separate bank account and to not mix proceeds with any other monies; and (iii) that sale on terms, for less than cost and/or to a related entity of the Customer shall not be "in the usual course". **f)** Without derogating from any rights of Oji as a creditor or under these Terms if goods are used in any construction, fabrication, manufacturing and/or other process ["the Process"] which results in an entitlement of the Customer to receive money from any other person the Customer agrees to hold such part of any monies received by the Customer (or the corresponding book debt owed to the Customer in respect of those monies) as is equivalent to the value of any goods used in the Process as invoiced to the Customer by Oji UPON TRUST for Oji until payment in full for those goods and all monies owed to Oji. **g)** Nothing in this clause is intended to create a charge and this clause shall be read down to the extent necessary to avoid creating any charge. **h)** The Customer agrees a certificate signed by an officer of Oji and stating certain facts for the purposes of this clause shall be conclusive evidence of each fact stated. **i)** Oji is not obliged to accept the return of goods. **j)** The Customer agrees to indemnify Oji for all costs, fees, charges and expenses incurred by Oji in connection with the enforcement of its rights under this clause. **j)** The Customer hereby grants to Oji a general lien over all property of the Customer until payment in full of all monies owing to Oji

4. Consumer Guarantees & ACL: The Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) ["ACL"] provides consumers with certain consumer guarantees and rights in relation to certain transactions concerning goods and/or services (see www.consumerlaw.gov.au). Any rights the Customer may have under the ACL shall apply notwithstanding any inconsistent provisions in these Terms which shall be read down to the extent necessary to comply with the ACL and which shall otherwise apply to the fullest extent legally permissible.

5. Limitation of Liability: To the extent permitted by the ACL: **a)** the Customer agrees to its sole remedy is the replacement/repair of the goods (or cost thereof) and/or re-supply of services (or cost thereof); **b)** Oji shall not be liable for: (i) any claim, loss or expense which is made after 7 days from the date of delivery of goods and/or services – after which there shall be deemed to have been unqualified acceptance; (ii) any loss of profits, consequential loss and/or any special and/or punitive damages through any fault of Oji or otherwise; and/or (iii) any claim in any way caused and/or contributed to by the Customer and/or any third party; **c)** Oji's maximum liability arising out of any under these Terms or at law (whether in contract, tort, including negligence, statute or otherwise) shall not exceed the price of the goods.

6. Cancellations and Returns: The Customer agrees: **a)** not to cancel any order or return any goods without Oji's prior approval; and **b)** to pay Oji on request a restocking fee of 15% of the gross invoice value of all returns.

7. Placement of Orders: The Customer agrees that: **a)** it will place orders in accordance with Oji's processes as advised to the Customer from time to time; **b)** Oji may in its discretion reject any order; **c)** if any dispute arises concerning any order, the internal records of Oji shall be conclusive evidence of what was ordered; **d)** each order placed shall be and be deemed to be a representation by the Customer made at the time that it is solvent and able to pay all of its debts as and when they fall due; and **e)** when placing any order the Customer shall inform Oji of any facts which might reasonably affect acceptance of the order by Oji and/or any grant of credit and any failure to do so by or on behalf of the Customer shall be deemed to create an inequality of bargaining position, be deemed to constitute the taking of an unfair advantage of Oji and to be unconscionable, misleading and deceptive. **f)** Oji may invoice, and elect to deliver to, the Customer all goods stored by Oji for more than 90 days from the date of order or forecast commitment. Where raw materials ordered in accordance with forecasts have been held by Oji for more than ninety days, Oji may, at its option, either convert those raw materials into goods and invoice the Customer or deliver those raw materials to the Customer and invoice the Customer at a commercial rate.

8. Supply and Delivery: **a)** Oji may supply by instalments and/or withhold or cancel supply without ramification where: (i) Oji has insufficient goods to fulfil orders; (ii) goods are not available to supply; (iii) the Customer is in breach of these Terms; (iv) Oji has any safety concerns; and/or (v) Oji considers it appropriate whether because of any minimum invoice policy or otherwise. **b)** The Customer agrees that: (i) Oji may elect to arrange delivery at its discretion and without any liability and at the cost and responsibility of the Customer in all things; (ii) the Customer shall be deemed to have accepted delivery and liability for goods on being notified by Oji that goods are ready for collection and/or on goods being delivered to a carrier or to the Customer's business premises or nominated site whether attended or not; and (iii) Oji shall not be liable for delay, failure or inability to deliver any goods. **c)** The Customer agrees: (i) to pay for so much of any forward order as Oji invoices from time to time; (ii) that no delay or failure to fulfil any part of any order shall entitle the Customer to cancel or vary any order or delay or reduce any payment; (iii) to pay Oji for any demurrage or other costs and expenses in handling

and/or holding any goods once ready for delivery and/or collection; and (iv) Oji may supply an excess or deficiency of goods up to 10% of the quantity or weight of the amount ordered and the Customer shall pay for the amount so supplied and shall not make any claim against Oji for the amount over or under supplied.

9. Purchase Price: **a)** All sales are made at the price nominated by Oji at the time of delivery. **b)** Prices exclude all government imposts, levies and duties (including any GST or equivalent) and the cost of packaging, all which shall be to the Customer's account. **c)** An extra charge may be made where additional work results from lack of precision in the Customer's specifications or the Customer alters the specifications after the date of any order acknowledgment.

10. Variations: To be binding any variation or cancellation of these Terms or any order must be approved by Oji in writing.

11. Exclusions: To the extent permitted by the ACL: **a)** no dealing between Oji and the Customer shall be or be deemed to be a sale by sample; **b)** the Customer shall rely on its own knowledge and expertise in selecting any goods and/or services for any purpose and any advice and/or assistance given by or for Oji shall be at the Customer's risk and shall not be or be deemed to be given as expert or adviser nor to have been relied on by the Customer or anyone claiming through the Customer; **c)** Oji shall not be responsible nor liable for paying and/or obtaining any necessary judicial, statutory, government and/or utility fees, expenses, orders, approvals, permits and/or licences; **d)** Oji shall not be liable for any goods and/or services: (i) made or performed to designs, drawings, specifications and/or procedures etc. and/or with materials which are provided and/or approved (whether fully or in part) by or on behalf of the Customer; (ii) modified, utilised, stored, handled and/or maintained incorrectly or inappropriately; and/or (iii) manufactured and/or supplied by any other party; and **e)** the Customer agrees to: (i) check all goods for compliance with all applicable laws, standards and/or guidelines before use, on-sale and/or application; (ii) comply with all applicable laws, standards and/or guidelines and with all recommendations and/or directions made and/or given by Oji and/or by any manufacturer; and (iii) act in accordance with good practice at all times.

12. Default: **a)** On default or breach of any part of these Terms by the Customer the full balance of all unpaid monies shall be deemed immediately due and payable (save to the extent that Oji expressly directs otherwise in writing) and Oji may invoice any undelivered goods or unused materials, terminate any contract, retain all monies paid, cease further deliveries and/or provision of services, recover all lost profits and/or at its discretion take immediate possession of any goods not paid for without prejudice to any other rights and without being liable in any way to any party. **b)** The Customer agrees not to commence or continue or permit to be commenced or continued through it any suit or action against Oji while the Customer is in default under any part of these Terms or in any of its dealings with Oji. **c)** The Customer agrees to indemnify Oji for all fees and expenses payable to lawyers, mercantile agents and/or other parties acting on behalf of Oji in respect of anything instituted or being considered against the Customer whether for debt, possession of any goods or otherwise (including all legal costs on an indemnity basis). **d)** The Customer irrevocably authorises the payment directly to Oji of any debt due to the Customer by any debtor of the Customer in reduction of any amount due to Oji under these Terms or otherwise.

13. Indemnity: The Customer fully indemnifies Oji against any claim or loss arising from or related in any way to any dealing between Oji and the Customer and/or arising under these Terms.

14. Ownership of Works: The Customer agrees that all works produced by or for Oji (including samples, designs, artwork, silk screens, plates, films, stereos, cutting dies, and moulding dies in whatever form) and any intellectual property in and to such works shall be and remain the property of Oji notwithstanding any contribution by the Customer.

15. Confidentiality: **a)** The Customer agrees not to disclose any information relating to price, products or quantities being provided under these Terms without Oji's consent (not to be unreasonably withheld). **b)** The Customer and Oji agree that neither of them will disclose information of the kind described in section 275(1) of the PPS Act

16. Other Terms and Conditions: No terms and conditions sought to be imposed by the Customer upon Oji shall apply.

17. Jurisdiction: The Customer agrees that these Terms and any claim or dispute between Oji and the Customer shall be governed by the laws of Victoria and the Customer agrees to submit to the non-exclusive jurisdiction of the Courts of Victoria.

18. Credit Limit: Any credit facility or credit limit is an indication only of the intention of Oji at the time. Oji may vary or withdraw credit at any time at its discretion and without any liability to the Customer or any other party.

19. Waiver: An election by Oji not to exercise any rights on any breach of these Terms shall not constitute a waiver of any rights relating to any other breach.

20. Notice: The Customer agrees that it shall be deemed to have notice of any change to these Terms immediately any change is adopted by Oji and whether or not the Customer has actual notice.

21. Force Majeure: Oji shall not be in default or in breach of any contract with the Customer as a result of an event beyond Oji's reasonable control, including any strike or lock-out.

22. Insolvency: The Customer shall be in default of these Terms if it commits an act of insolvency, appoints an insolvency practitioner and/or calls a formal meeting of creditors.

23. Containers, Pallets and Equipment: The Customer agrees on request to return all containers, pallets, stands, reusable packaging and/or display equipment ["Equipment"] provided by Oji and to indemnify Oji for the full replacement cost of any Equipment not returned or damaged.

24. Severability: Any part of these Terms shall be capable of severance without affecting any other part of these Terms.

25. Assignment: The Customer must not transfer or assign its rights under these Terms to anyone without Oji's prior written consent in writing. A change in the Customer's effective control will be deemed an assignment. Oji may assign or transfer any of its rights or obligations under these Terms without the Customer's consent.

26. National Packaging Covenant: Oji is a signatory to the National Packaging Covenant and is committed to applying the Environment Code of Practice for Packaging ["ECoPP"]. The Customer agrees to consider strategies and guidelines contained in ECoPP when developing its packaging requirements.