

Terms and Conditions for Purchase of Goods and/or Services

Background

- A. Staughton Group engages in the business of pet food processing and manufacturing and in connection with its operations, purchases certain Goods and/or Services.
 - B. The Seller is a supplier of Goods and/or Services and has the necessary expertise, resources and capabilities to provide the Goods and/or Services required by Staughton Group.
 - C. The Parties have agreed to enter into a commercial relationship, whereby Staughton Group will purchase the Goods and/or Services from the Seller, on these Terms.
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1. Definitions and Interpretation

1.1 In these terms and conditions unless expressed or implied to the contrary:

Addendum means the Addendum to these Terms;

Business Day means a day on which banks are open in the state of New South Wales for the conduct of business with the public;

Claim means any claims, actions, causes of actions, suits, demands, however so arising whether at law, in equity or under any statute;

Clause means a clause of these Terms and Conditions; a reference to a Clause followed by a number refers to the relevant Clause in these Terms;

Staughton Group means Staughton Group Pty Limited (ABN 68 629 746 995) and/or any subsidiaries of the company;

Confidential Information means any information that:

- (a) by its nature is confidential;
- (b) is designated, marked or otherwise indicated as confidential;
- (c) a Party ought to know is confidential; and
- (d) includes but is not limited to the price at which Staughton Group agrees to purchase the Goods or Services from the Seller and any confidential and commercially sensitive information regarding a Party and each of its related bodies corporate, their property, business, affairs, trade secrets, financial, accounting, marketing and technical information, know-how, strategic or business information, concepts, plans, strategies, directions or systems;

Cost includes any costs, charges, expenses, outgoings, payments or other expenditure of any nature whatever, including where appropriate all reasonable and proper legal fees charged on a solicitor/own client basis;

Defect means any aspect of the Goods and/or Services which do not satisfy the Order or any damage, deficiency, fault or inadequacy in design, performance, workmanship, quality or makeup of the Good or Services;

Encumbrance means an interest or power:

- (a) reserved in or over an interest in any asset including, but not limited to, any retention of title; or
- (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes, but is not limited to, any agreement to grant or create any of the above;

Event of Default means any of the following events:

- (a) if the Seller fails to punctually and properly comply with any of its obligations under these Terms;
- (b) if an Insolvency Event occurs in respect of the Seller;
- (c) if a person holding any form of security granted by the Seller becomes entitled to take any action to enforce its security rights or if any form of execution is levied or enforced in respect of any of the assets of the Seller and is not discharged within two (2) Business Days of being levied or enforced;
- (d) if the Seller is a natural person and if that person becomes, because of any form of mental or physical infirmity, a person whose assets or affairs are subject to administration or control by a third party;

Force Majeure Event means any event or circumstance beyond the reasonable control of Staughton Group that directly or indirectly prevents, hinders, or delays the performance of Staughton Group's obligations under these Terms. Such events or circumstances may include, but are not limited to, acts of God, natural disasters, extreme weather conditions, epidemics, pandemics, war, civil unrest, acts of terrorism, labour disputes or strikes, government intervention, blockades, import or export restrictions, power outages, failure of public utilities or transportation systems, or any other similar events or circumstances.

Goods mean the items which the Seller proposes to sell or sells to Staughton Group and which Staughton Group proposes to buy or buys from the Seller;

GST means GST within the meaning of the GST Act;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Insolvency Event means the happening of any of the following events:

- (a) if the Seller is or states that it is unable to pay its debts when they fall due;
- (b) if any action or step is taken to appoint, in the case of the Seller being a corporation, a liquidator (including provisional liquidator), a receiver, a receiver and manager, an administrator or any other external administrator of any of that corporation's assets;
- (c) if any action or step is taken, in the case of the Seller being a natural person, to have that person made bankrupt;
- (d) if any action or step is taken to obtain protection from creditors under any Law;

- (e) if anything occurs which is similar to or which has a substantially similar effect to any of the events set out above;

Intellectual Property means registered and unregistered patents; inventions (including utility models and innovation patents); copyright, confidential information (including the right to enforce an obligation to keep information confidential), trade secrets, recipes, software, websites, technical data and know-how; registered and unregistered designs; registered and unregistered trade marks; training and information manuals, assessment forms, and excluding any moral rights or similar personal rights which by law are unassignable;

Intellectual Property Rights means all rights attaching to Intellectual Property;

Law means any requirement of any statute, rule, regulation, proclamation, ordinance, local law, by-law, or other provision having the force of law present or future, and whether State, Federal or otherwise;

Order means a request in writing from Staughton Group to the Seller to purchase Goods and/or Services either by way of Purchase Order or otherwise in writing;

Party means either the Seller or Staughton Group, as the context requires, and **Parties** means both of them;

Person includes any corporation and vice versa;

Point of Delivery means the location nominated by Staughton Group for delivery of the Goods and/or Services;

Purchase Order means a written purchase order for Goods and/or Services issued by Staughton Group to the Seller from time to time in accordance with, and incorporating, these Terms;

Price means the amount agreed by the Parties to be the amount payable for the Goods and/or Services;

Q fever means an infection caused by the bacterium *Coxiella burnetii*;

Remedy means any kind of relief, remedy, recourse, right of action or chose in action, whether curial or otherwise;

Seller means a seller of Goods and/or Services to Staughton Group or person from whom Staughton Group orders Goods and/or Services and includes its representatives, agents, successors and permitted assigns;

Services means the services which the Seller proposes to provide to Staughton Group and Staughton Group proposes to engage the Seller to provide;

Tax Invoice means a tax invoice as defined in the GST Act;

Terms means these terms and conditions for the purchase of Goods and/or Services; and

Warranty means the warranties set out in Schedule A to these Terms.

1.2 In these Terms, unless expressed or implied to the contrary:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include all other genders and vice versa;
- (c) expressions importing a natural person include a corporation and vice versa;
- (d) a covenant, agreement, warranty, obligation, liability or similar on the part of two or more persons binds each of them jointly and severally;

- (e) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of these Terms;
- (f) headings or margin notes in these Terms are for ease of reference only and do not affect the meaning or interpretation of these Terms;
- (g) a reference to any statutory enactment or any Law includes that statutory enactment or Law as amended, modified or re-enacted from time to time and all rules regulations or other subordinate legislation made under that statute;
- (h) if the day on or by which anything is to be done is not a Business Day, then that thing must be done on or by the next Business Day; and
- (i) time is of the essence in respect of the Seller's obligations under these Terms.

2. General

- 2.1 In consideration of Staughton Group's agreement to pay the Price, the Seller sells to Staughton Group and Staughton Group buys from the Seller, the Goods and/or Services on these Terms.
- 2.2 These Terms constitute the entire agreement between the Seller and Staughton Group in connection with the Seller's provision of the Goods and/or Services.
- 2.3 Any terms and conditions specified by the Seller deviating from, or inconsistent with, these Terms are expressly rejected by Staughton Group, even if a representative of Staughton Group signs or accepts those terms and conditions.
- 2.4 These Terms cannot be varied except by a subsequent document prepared and issued Staughton Group and which is expressed to vary or be made in substitution for these Terms.
- 2.5 Clerical errors in computations, typing or otherwise in any document exchanged between the Parties will be the subject of correction.

3. Orders

- 3.1 Staughton Group may place an Order with the Seller by way of a Purchase Order or otherwise in writing.
- 3.2 Purchase Orders will be in the form determined by Staughton Group from time to time.
- 3.3 An Order will at a minimum specify the type and quantity of Goods and/or Services required, and the place where the Goods are to be delivered or the Services performed.
- 3.4 A binding contract incorporating these Terms between Staughton Group and the Seller for the supply of Goods and/or Services is created upon the Seller accepting Staughton Group's Order.

4. Passing of Title

- 4.1 Title to the Goods free of all Encumbrances passes to Staughton Group on the day the Seller accepts the Order.

5. Variation and Cancellation of Orders

- 5.1 Staughton Group may cancel any Order placed with the Seller up until such time as:
- (a) the Goods have been delivered to Staughton Group; or
 - (b) the Seller has commenced providing the Services.
- 5.2 If Staughton Group cancels any Order placed with the Seller:
- (a) all moneys paid by Staughton Group to the Seller must be refunded in full; and
 - (b) title to the Goods reverts to the Seller once the moneys in 5.2 (a) have been refunded.
- 5.3 Staughton Group reserves the right to vary, modify, or amend any Order placed with the Seller, including but not limited to the quantity, specifications, or delivery schedule of the Goods and/or Services, without incurring any penalty or liability from the Seller, after which the Seller will take the necessary steps to implement and accommodate such changes in the supply of Goods and/or Services, as directed by Staughton Group, without prejudice to the Seller's obligations under these Terms.
- 5.4 Where the manner and time for delivery is not sufficiently specified in the Order or subsequently agreed between the Parties in writing, Staughton Group may, at its discretion:
- (a) collect the Goods directly from the Seller;
 - (b) request that the Goods be delivered to a location nominated by Staughton Group at the cost of the Seller; or
 - (c) arrange for delivery to occur in any other manner,
- whichever Staughton Group deems appropriate and reasonable in the circumstances.
- 5.5 The Seller must ensure that the Goods are supplied and packed in accordance with any specifications supplied by Staughton Group.
- 5.6 If the Seller becomes aware of any matters that are likely to affect the Costs of delivery or the timing of delivery of the Goods and/or performance of the Services, the Seller must:
- (a) inform Staughton Group within twenty-four (24) hours of those matters; and
 - (b) take all reasonable steps to avoid or mitigate any adverse effect to Staughton Group.
- 5.7 The Seller must perform the Services in the manner and at such times as directed by Staughton Group.

6. Passing of Risk

- 6.1 Risk in the Goods remains with the Seller, until the earlier of:
- (a) the time when the Goods have been successfully delivered to Staughton Group at the Point of Delivery; or
 - (b) Staughton Group has accepted the Goods.
- 6.2 Staughton Group will not be deemed to have accepted the Goods until:
- (a) the Goods are successfully delivered to Staughton Group free from Defects and in accordance with these Terms;
 - (b) Staughton Group has accepted the Goods; and

(c) Staughton Group has paid the Seller for the Goods.

6.3 Staughton Group's acceptance of the Goods will not absolve the Seller from its responsibilities or obligations which arise under these Terms. The Seller will remain fully accountable for the performance of its duties and adherence to the obligations contained within these Terms, notwithstanding Staughton Group's acceptance of the delivered Goods.

7. Price

7.1 In relation to the purchase of Goods, unless otherwise stated, the Price includes all Costs associated with the Goods, including but not limited to:

- (a) the Costs of packaging Goods;
- (b) the Costs of preparing Goods for delivery;
- (c) the Costs of delivering and unloading the Goods at the Point of Delivery; and
- (d) any applicable taxes, levies, imposts, charges and duties imposed or levied in Australia or overseas.

7.2 In relation to the supply of Services, unless otherwise stated, the Price includes all Costs associated with the supply of the Services, including but not limited to:

- (a) the Costs of any equipment, tools or materials for the supply of Services;
- (b) the Costs of any transportation for the supply of Services;
- (c) the Costs of any licences, permits and any other fees or charges required for the supply of the Services; and
- (d) any applicable taxes, levies, imposts, charges and duties imposed or levied in Australia or overseas.

7.3 The Price will not be increased unless specifically agreed between the Parties in writing.

8. Invoicing and Payment

8.1 The Seller will invoice Staughton Group by emailing a Tax Invoice to an email address nominated by Staughton Group, within seven (7) days of delivery of the Goods or completion of the Services.

8.2 Staughton Group will pay the undisputed amount of each Tax Invoice within ninety (90) days of:

- (a) the date of delivery of the Goods; or
- (b) completion of the provision of the Services by the Seller,

unless an alternative arrangement for payment has been agreed by the Parties in writing.

- 8.3 Staughton Group will pay the amount of the Tax Invoice to the Seller or to any other third party which the Seller nominates in writing.
- 8.4 Staughton Group may pay the Tax Invoice by way of electronic funds transfer, cheque, credit card, cash, letter of credit or any other method commonly accepted in business transactions.
- 8.5 Staughton Group is not obliged to pay the Tax Invoice if the Seller commits an Event of Default and does not rectify that default within seven (7) days of being notified in writing by Staughton Group of that Event of Default.
- 8.6 Without prejudice to other rights under these Terms, Staughton Group may deduct from any amount which may become due and payable to the Seller under these Terms, any amount due from the Seller to Staughton Group (including Costs, charges, damages and expenses and any debts owed by the Seller to Staughton Group on any account whatsoever).

9. Seller's Warranties and Indemnities

- 9.1 The Seller warrants to Staughton Group that as at the date an Order is accepted, and at the date of delivery of the Goods and/or completion of the provision of the Services by the Seller, the Warranties are true, complete, accurate and not misleading in any way.
- 9.2 The Warranties apply in addition to any warranties implied by Law.
- 9.3 The Warranties are not affected or limited in any way by information gathered by Staughton Group.
- 9.4 Each Warranty is to be construed independently of the others and is not limited by reference to any other Warranty.
- 9.5 Each Warranty survives and continues notwithstanding that all other obligations under these Terms may have been satisfied.
- 9.6 The Seller indemnifies Staughton Group for, and holds Staughton Group harmless from any and all Costs incurred or suffered by, or any Claim brought or made against, Staughton Group to the extent that such Costs or Claim is caused by or arises out of:
- (a) any breach of any of the Warranties by the Seller;
 - (b) any Warranty proving to be incorrect;
 - (c) any other breach by the Seller of these Terms; and
 - (d) any loss or damage caused by or arising either directly or indirectly in connection with of the use of the Goods and/or provision of the Services.
- 9.7 If the Seller breaches any Warranty or any Warranty proves to be incorrect, then without prejudice to any other Remedies that Staughton Group may have:
- (a) Staughton Group may maintain an action for damages for all direct or indirect and consequential loss or Costs suffered or incurred by Staughton Group; and
 - (b) Staughton Group may recover interest or special damages in any case whereby any Law, interest or special damages may be recoverable.

10. Indemnity: Q-fever

- 10.1 The Seller acknowledges and accepts that in supplying Goods and/or Services to Staughton Group there may be a risk of the Seller or any of its employees, contractors or agents or

invitees contracting Q-Fever or any illness caused by a virus, bacteria, fungi, parasites or toxins found in livestock or meat products (**Other Illness**).

- 10.2 Without in any way limiting the indemnity in clause 9, the Seller releases and indemnifies Staughton Group from and against all actions, Claims, losses (direct, indirect or consequential), obligations, liabilities, damages and Costs (including legal and other professional costs on a full indemnity basis) arising directly or indirectly out of or in connection with the contraction or alleged contraction of Q-Fever or Other Illness by the Seller or any of its employees, contractors, representatives or agents caused by or in connection with or arising out of the supply of the Goods or the performance of the Services or both, or otherwise in connection with these Terms, irrespective of the extent to which any act or omission Staughton Group caused or contributed to the contraction of Q-Fever or Other Illness.

11. Indemnity: On-sold Goods and Services

- 11.1 The Seller agrees and declares that if Staughton Group sells the Goods and/or Services to its own customers, then the Seller indemnifies Staughton Group and holds Staughton Group harmless against all Costs and Claims arising out of or in respect of the supply to Staughton Group's customers of the Goods and/or Services.
- 11.2 The Seller agrees and declares that:
- (a) the existence of any Remedies available to Staughton Group will not operate to vary, affect or modify all or any one or more of the obligations of the Seller;
 - (b) no extension of time, or other indulgence granted to any person or company by Staughton Group has any effect on any of the obligations of the Seller set out in these Terms.
- 11.3 It is not necessary for Staughton Group to incur any expenses or make any payment before having the benefit of the indemnity or enforcing any rights it may have under this Clause 11.

12. Origin of Goods outside of Australia

- 12.1 This clause 12 applies where the Goods are being imported into Australia.
- 12.2 The Seller must ensure it possesses all relevant permits, licences and other authorities to enable the Goods to be exported out of the country from which the Goods are located.
- 12.3 The Seller must hold a policy of insurance pursuant to which Staughton Group is indemnified for any loss or damage to the Goods occurring during the period the Goods are in transit from the Seller's premises to the Point of Delivery and for an amount not less than one hundred and ten percent (110%) of the Price, in addition to any other insurances required by these Terms.
- 12.4 Unless otherwise agreed between the Parties in writing, the Price includes costs, insurance and freight which is to be paid by the Seller (CIF).

13. Guarantee and Testing

- 13.1 If Staughton Group, in its sole and absolute discretion, is not completely satisfied with the Goods for any reason (provided it has advised the Seller in writing within ninety (90) days of delivery that it is not completely satisfied with the Goods) and after such written notice returns the Goods within a period of not more than a further one hundred and eighty (180) days, the Seller must, at the direction of Staughton Group:
- (a) provide Staughton Group with alternate goods of the same type and description as the exchanged Goods and of the same value as the Goods being exchanged; or

- (b) refund any amount paid by Staughton Group for the Goods immediately.
- 13.2 If Staughton Group obtains an exchange of the Goods or a refund of the moneys paid, this does not have any effect on any liability at Law of the Seller to Staughton Group or have any effect on any other Remedy Staughton Group may have.
- 13.3 Staughton Group is entitled to arrange for any of the Goods delivered to be independently tested to ensure that they meet Staughton Group's requirements or specifications as to the Goods or the requirements of these Terms. The Seller agrees to pay all costs associated with this testing. The testing will be carried out by an independent and appropriately qualified and certified testing organisation nominated by Staughton Group.
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14. No Exclusivity of Supply

- 14.1 The Seller acknowledges and agrees that:
- (a) no exclusive right of supply is granted to the Seller under these Terms and Staughton Group is at liberty to obtain goods of a similar or identical nature to the Goods, or services of a similar or identical nature to the Services, from any other supplier of the Goods and/or Services;
 - (b) Staughton Group is not required to obtain from the Seller any minimum number or value of Goods or Services, or provide any minimum level of income to, the Seller; and
 - (c) the Seller has not relied on any representation or statement by or on behalf of Staughton Group as to the quantity or volume of Staughton Group's requirements for Goods or Services.
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15. Intellectual Property

- 15.1 Intellectual Property in and to the Goods and any equipment used in the preparation, making or storing of the Goods remains the property of the Seller.
- 15.2 In the course of providing the Goods and/or Services, the Seller may become privy to or obtain access to certain Intellectual Property owned by or licensed to Staughton Group. The Seller expressly acknowledges that nothing in these Terms, nor the performance of the obligations herein, will be construed as granting, assigning, transferring, or licensing any of Staughton Group's Intellectual Property rights to the Seller, either expressly or by implication.
- 15.3 The Seller will not, at any time, use, reproduce, distribute, disclose, reverse engineer, handle, publish, disseminate or otherwise exploit Staughton Group's Intellectual Property, in whole or in part, except as strictly necessary for the performance of the Seller's obligations under these Terms.
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16. Termination of Services

- 16.1 If Staughton Group is not completely satisfied with the provision of the Services by the Seller, Staughton Group may, at its sole and absolute discretion and without penalty or liability, give the Seller verbal or written notice that it does not wish to continue to engage the Seller's Services. If Staughton Group does so, then:
- (a) the Seller will cease providing the Services; and
 - (b) Staughton Group will have no obligations to pay for any further Services performed after the date of the written notice.

- 16.2 Staughton Group's rights and remedies set out in Clause 16.1 do not have any effect on any liability at Law of the Seller to Staughton Group or effect any other Remedy Staughton Group may have.

17. Force Majeure

- 17.1 Where Staughton Group is unable, wholly or in part, by reason of any Force Majeure Event to carry out its obligations under this Agreement and Staughton Group:

- (a) gives the Seller notice as soon as practicable of that Force Majeure with reasonable full particulars and the probable extent to which Staughton Group will be unable to perform or be delayed in performing that obligation; and
- (b) takes reasonable steps to remove or alleviate the impediments created by that Force Majeure as quickly as possible;

then all obligations and any liability owed by Staughton Group are suspended so far as they are affected by the Force Majeure Event, during the continuance of that event.

18. Goods and Services Tax

- 18.1 Except where these Terms state otherwise, an amount payable by a Party for a taxable supply made the other Party under these is expressed as a GST inclusive amount.
- 18.2 If a Party makes a supply under these Terms ("**the Supplier**"), then the Supplier must give the other Party a Tax Invoice prior to payment being due.
- 18.3 If a Tax Invoice is not given by the Supplier as required by Clause 18.2, then the Party liable to make payment will not be required to make payment until the Tax Invoice is received.

19. Insurances

- 19.1 The Seller must obtain and maintain at its expense, before the supply of Goods and/or Services to Staughton Group, the following insurances with a reputable insurer:
- (a) a policy insuring the Goods for full insurable value against damage by fire, water and all other perils to which those Goods are commonly insured;
 - (b) a public liability policy for any single accident or event for the amount of up to AUD 20,000,000 or such other amount as Staughton Group may require from time to time;
 - (c) a product liability policy for any single accident or event for the amount of up to AUD 20,000,000 or such other amount as Staughton Group may require from time to time;
 - (d) professional indemnity insurance or other policy to cover any Services provided by the Seller to Staughton Group and governed by these Terms; and
 - (e) any other insurance policy reasonably requested by Staughton Group.
- 19.2 The Seller will promptly provide a copy of a certificate of currency in respect of any or all of the insurances referred to above upon request by Staughton Group.

20. Notices

- 20.1 A notice or communication to be served or given under these Terms must be in writing and may be served or given by any lawful means of service within the state of New South Wales

including, without limitation, service by hand delivery, ordinary, certified or registered pre-paid post or by email.

- 20.2 The date a notice is deemed served, given and received is:
- (a) if delivered by hand, the day of delivery but if delivery takes place after 4:00 pm on a Business Day or on a day that is not a Business Day then it is deemed served, given and received on the next Business Day;
 - (b) if emailed, the time and date at which the email is successfully transmitted to the recipient; or
 - (c) if posted, three (3) Business Days after the day it is posted.
- 20.3 The postal address, email address and phone number at which a Party may be served or given notices under these Terms is on its website or such other address for service it notifies the other Party of in writing.

21. Non-merger

- 21.1 The provisions of these Terms which are capable of having effect after completion of any transaction referred to in these Terms, including, without limitation, warranties and indemnities, do not merge on completion of any transaction referred to in these Terms.

22. Further Assurances

- 22.1 The Parties each agree to sign all documents and do all things reasonably required to give full effect to the transactions recorded in these Terms.

23. Assignment and Subcontracting

- 23.1 The Seller must not subcontract or assign any of its rights and obligations under these Terms, without the prior written consent of Staughton Group.

24. Dispute resolution

- 24.1 The Parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with these Terms prior to commencing any proceedings.
- 24.2 Unless a Party has complied with the provisions of this clause 24 that Party may not commence court proceedings or arbitration relating to any dispute arising from these Terms except where that Party seeks urgent interlocutory relief, in which case that Party need not comply with this clause before seeking the relief.
- 24.3 If the Parties are unable to resolve a dispute between themselves, the Parties agree that the dispute will be referred to and resolved by mediation in Melbourne or another place mutually agreed between the parties in accordance with the Australian Disputes Centre (**ADC**) Guidelines for Commercial Mediation (**the Guidelines**)
- 24.4 The Parties will agree on the appointment of the mediator. If the Parties do not agree on the mediator to be appointed within two (2) Business Days of either party referring the dispute to mediation, then the mediator is to be appointed by the ADC in accordance with the ADC Guidelines for Commercial Mediation.

- 24.5 Each Party must pay their own costs in connection with the mediation and half of the mediator's costs and disbursements within fourteen (14) days of receipt of a valid Tax Invoice for their portion of the costs and disbursements from the mediator.
- 24.6 If the dispute is not resolved within ten (10) Business Days after the mediator is appointed, the dispute will be referred to and finally resolved by arbitration administered by the ADC.
- 24.7 The arbitration will be conducted in Melbourne or another place mutually agreed between the Parties in accordance with the ADR Rules for Domestic Arbitration operating at the time the dispute is referred to the ADR (**the Rules**).
- 24.8 The terms of the Rules and Guidelines are hereby incorporated into these Terms.
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25. Limitation of Liability

- 25.1 To the fullest extent permitted by Law, Staughton Group is not liable for any consequential loss suffered by the Seller or a third party which arises out of, or in connection with, these Terms and is not liable for any loss to property or for personal injury or death.
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26. Severance

- 26.1 As far as is possible these, Terms are to be construed so as not to be void, voidable, unenforceable or illegal, but if any part of these Terms are void, voidable, unenforceable or illegal by operation of any Law, then the offending part of these Terms as far as is possible is to be read down to the extent necessary to make sure that it is not invalid, unenforceable or illegal but if it cannot be so read down then it is to be deemed severed without affecting the remainder of these Terms which will continue to apply as amended.
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27. Governing Law

- 27.1 These Terms will be governed by and construed in accordance with the law in force in the state of Victoria, Australia.

Schedule A - Warranties

1. Compliance with Specifications

1.1. The Seller warrants that:

- (a) the Goods and/or Services comply strictly with every aspect of the specifications provided by Staughton Group (if any); and
- (b) without limiting the foregoing that any variations in size, configuration or performance will be strictly within any specified tolerances.

1.2. Any inspection by Staughton Group during the process of manufacture of the Goods does not alter this warranty.

2. Performance

The Seller acknowledges that, where applicable, each of the Goods will operate within their usual and normal function, having regard to the nature of the Goods and the purpose for which the Goods are used.

3. Testing

The Seller warrants that prior to delivery of the Goods to Staughton Group the Seller (where appropriate) tested and inspected the Goods to make sure that the Goods were:

- a) fully functional;
- b) did not contain any latent or patent defects;
- c) properly and professionally finished in accordance with the industry best practices;
- d) reasonably fit for use; and
- e) marked with a sticker or label indicating the date on which such tests were carried out and the identity of the individual or work unit who conducted the relevant tests.

4. Fit for Purpose

The Seller warrants to Staughton Group that where the Goods are acquired by Staughton Group for a particular purpose that was, expressly or by implication, made known to the Seller, either directly or indirectly, the Goods are reasonably fit for that purpose, whether or not that is the purpose for which those Goods are commonly supplied.

5. Correspondence with Description

The Seller warrants that the Goods conform strictly with their description (if any) given by the Seller to Staughton Group or as advertised by the Seller.

6. Merchantable Quality

The Seller warrants to Staughton Group that the Goods are of merchantable quality.

7. Correspondence with Samples

The Seller warrants to Staughton Group that where the Goods have been supplied to Staughton Group by reference to a sample, the bulk of the Goods corresponds with the sample in quality and appearance.

8. Title

The Seller warrants to Staughton Group that it has a right to sell the Goods and that Staughton Group will acquire title to the Goods free of all Encumbrances on the date the Seller agrees to sell and Staughton Group agrees to buy the Goods.

9. Quality Control

The Seller warrants that it maintains a quality control system to ensure the consistent quality of Goods and Services provided.

10. Health Regulations

The Seller warrants to Staughton Group that it has complied with all Laws, in all relevant jurisdictions, relating to health, quarantine and safety issues and that where the Goods are foodstuffs, those Goods are fit for consumption and use by their intended market.

11. Industry Best Practice

The Seller warrants to Staughton Group that it will provide the Services in a manner consistent with industry best practice, promptly, efficiently and ethically.

12. Qualified Persons

The Seller warrants to Staughton Group that it has the necessary qualifications to provide the Services and will comply with all applicable Law in providing the Services.

13. No Illegal Activity

The Seller warrants that it will not carry on any illegal activity in performing its obligations under these Terms.

14. Supply Chain Transparency

The Seller warrants that it maintains a transparent and traceable supply chain, and can provide documentation or information about the origin and production of the Goods, if required.

15. Compliance with Laws

The Seller warrants that in supplying the Goods and/or Services and conducting its business generally, the Seller will:

- a) comply with all applicable Laws, and any Laws of the countries in which it operates (including Laws relating to environmental matters, data protection or privacy, wages, hours, and conditions of employment, subcontractor selection, discrimination, occupational health and safety, motor vehicle and transport safety, and immigration);
- b) obtain, at the Seller's expense, any necessary licences, permits, qualifications, registrations and other statutory requirements necessary for the performance of its obligations;
- c) ensure that its employees, contractors and agents do not use child, slave, involuntary prisoner labour or any other form of forced or involuntary labour or engage in abusive employment or corrupt business practices; and
- d) provide a safe, clean and healthy work environment for its employees.

16. Re-Supply of Goods

The Seller warrants that there is no restriction on Staughton Group's use or re-supply of the Goods or Services and warrants to Staughton Group that no third party will have any claims against Staughton Group for an interest in the Goods.

17. Intellectual Property Rights

The Seller warrants that:

- a) it has absolute title to the Goods and owns all Intellectual Property Rights in relation to the Goods and/or Services;
- b) there are no outstanding Claims of any Intellectual Property Rights affecting the Goods and/or Services;
- c) the Seller has no knowledge of any other person having any other Claim to any Intellectual Property Rights in respect of the Goods and/or Services.

18. Confidentiality

The Seller warrants that any Confidential Information of Staughton Group it receives or becomes aware of:

- a) will be kept confidential and not disclosed to any person without the consent of Staughton Group; and
- b) will not be used for any purpose other than the Seller fulfilling its obligations under these Terms.

19. Security

The Seller warrants that they have in place satisfactory physical and digital security to safeguard against all reasonably foreseeable security threats.