



CONDITIONS OF SALE

In these conditions of sale, ("**Conditions**") the following words have the following meaning:

RBA: refers to RB (Hygiene Home) Australia Pty Ltd

Goods: those goods agreed to be supplied to You by RBA as set out in any Order.

Purchase Order: Your request (with PO number) for the delivery by RBA of specified Goods.

Order: the contract for the supply of Goods by RBA to You which forms upon confirmation by RBA of a Purchase Order, such as in the form of an invoice (pro forma or final), delivery docket or otherwise.

You: the company or person to whom this document is addressed and makes the Order with RBA.

Days: refers to business days.

1 BINDING ORDERS

1.1 Any Purchase Order received by RBA (whether electronic (including via EDI) or otherwise) will be deemed a request by You to buy the Goods subject to these Conditions (whether previously accepted in writing or through previous dealings).

1.2 RBA will endeavour to supply the Goods requested by You in a Purchase Order but will only be obliged to deliver the Goods confirmed in an Order.

1.3 You are obliged to make payment in accordance with clause 6 below and accept delivery of Goods confirmed in an Order.

1.4 These Conditions are incorporated into and form part of every other executed agreement between You and RBA for the supply of goods by RBA to You (if any). In the absence of such executed agreement(s) between You and RBA, these Conditions supersede and exclude all prior discussions, representations and arrangements relating to the supply of the Goods and will in all circumstances prevail over, and apply to the exclusion of, any other terms relating to the supply of the Goods (including any set out in Your Purchase Order).

1.5 These Conditions are not be varied, amended, replaced or waived other than by written agreement between You and RBA.

1.6 You acknowledge that You have not relied on any representation, advice, recommendation, information or assistance provided by RBA in relation to the Goods, their use, their purpose, or their application other than as supplied in writing by RBA.

2 DELIVERY

2.1 Delivery of Goods will be to, and occur upon Goods being available at, the pre-agreed address recorded in RBA's accounts system as notified to RBA by You from time to time. RBA will make all reasonable efforts to have the Goods delivered by any delivery date specified.

2.2 If RBA cannot deliver the Goods on or before the agreed delivery date, RBA will notify You of the updated delivery date.

2.3 You have no claim against RBA for costs or expenses incurred as a result of a delay provided RBA has notified You of the updated delivery date under clause 2.2.

3 QUANTITY

3.1 RBA will seek to supply such quantity of the Goods (whether more or less) as reasonably approximates to that stipulated in the Purchase Order. The quantity of any consignment of Goods as recorded by RBA on despatch from RBA's logistics provider and invoiced to You is conclusive evidence of the quantity received by You on delivery unless You provide written notice in accordance with clause 7 below.

3.2 If You fail to give notice in accordance with clause 7 below, the Goods delivered will be deemed to be in accordance with the Order and You are then bound to accept and pay for the same in full and all claims in respect of non-delivery, loss or non-compliance with an Order will thereafter be wholly barred.

3.3 In the event that You have a valid claim for any non-delivery, loss or non-compliance with an Order, RBA's only obligations in respect of such non-delivery, loss or non-compliance will be (at

RBA's option) to make good any non-delivery or issue a credit note against any invoice raised for such Goods.

4 QUALITY

4.1 RBA warrants that on delivery, the Goods will be of an acceptable quality and that RBA has, or will at the time of sale have, title to sell the Goods to You and that the Goods sold to You will materially conform to the specifications.

4.2 You must give written notice to RBA in accordance with clause 7 below as soon as You discover any defect in Goods.

4.3 Other than the warranty given in clause 4.1 all conditions and warranties and other terms implied by statute or common law are hereby excluded to the full extent permitted by law.

4.4 RBA's liability for breach of clause 4.1 or any other condition or warranty implied by operation of law is, to the extent permitted by law, limited to either (i) replacement of the Goods, or (ii) refund of the price paid by You for the Goods.

5 RISK AND TITLE

5.1 All risk in and to the Goods (including all responsibility for safety, storage and handling of goods) passes to you on delivery.

5.2 Goods are deemed to be delivered to and accepted by You once RBA's proof of delivery form is signed.

5.3 Upon delivery, You should insure the Goods at Your own cost against such risks as You consider appropriate and will note the interest of RBA on the policy. You will, upon the request of RBA, provide certificates of currency for such insurance policies to RBA.

5.4 Title in the Goods does not pass to You until RBA has received in full (in cleared funds) all sums due for (i) the Goods and (ii) all other outstanding sums which are or become due by You to RBA.

5.5 Until title in the Goods passes to You, (i) You will hold the Goods as agent for RBA and will store the Goods (at no cost to RBA) appropriately and to the extent reasonably practicable separate from other goods belonging to You or a third party so that they are clearly identified as being the property of RBA (ii) RBA is entitled to demand the return of the Goods (iii) RBA is entitled to enter any premises where the Goods are held or stored at any time in order to recover the Goods without liability for trespass or any resulting damage.

5.6 You may resell the Goods before title has passed to You, however You do so solely as a fiduciary agent of RBA and must hold all proceeds from any such sale on trust for RBA in a separate bank account and You must account to RBA accordingly.

5.7 Your right to possession of any Goods terminates immediately if You enter into any insolvency proceedings of any kind or in RBA's opinion are unable to pay Your debts.

6 PRICE AND PAYMENT

6.1 The price for Goods are as set out in RBA's invoice (irrespective of the value specified in Purchase Order). If there is a bona fide dispute regarding the invoice value, You must raise the dispute with RBA within 20 days from the date of invoice and the parties must, within 7 days, resolve the dispute. Following resolution of the dispute, any amount owing to You is to be deducted from Your next payment remittance.

6.2 Payment terms are as indicated on the invoice unless otherwise agreed in writing by RBA. The time for payment (received in cleared funds) is of the essence.

6.3 Where RBA has agreed to pay for any promotional support, such support must be claimed within 12 months of the end of the promotion (accompanied by documents evidencing the claim) otherwise RBA will not have any liability to pay.

7 RETURNS

7.1 You will, upon receipt of Goods, immediately check and notify RBA Customer Service in writing within 3 days of receipt of Goods, of any defect, shortfall or discrepancy.

7.2 In cases of any shortfall or discrepancy, once RBA Customer Service has been notified in accordance with clause 7.1 and the shortfall or discrepancy has been acknowledged and confirmed by RBA, the Goods may be returned on the delivering vehicle (if RBA Customer Service is notified within 24 hours) or otherwise picked up by RBA at the discretion of RBA.

7.3 In cases of any defect, once RBA Customer Service has been notified in accordance with clause 7.1 and the defect has been acknowledge and confirmed by RBA, the Goods will be picked up by RBA at the discretion of RBA.

8 LIABILITY

8.1 The following provisions set out the entire liability of RBA to You in respect of: (i) any breach of these Conditions; (ii) any resale by You of any of the Goods; and (iii) any representation, statement or tortious act or omission including negligence arising under or in connection with the Goods supplied in an Order.

8.2 To the extent that RBA is liable to You for a consumer's loss or damage arising from Goods not fit for purpose, the Goods not being of an acceptable quality, or the Goods not complying with any express warranty (subject always to any statutory provisions which exclude or limit RBA's liability), and to the full extent permitted by law, RBA's liability will be limited at its option to (i) the replacement of the Goods or the supply of equivalent Goods (ii) the repair of the Goods (iii) the payment of the cost of replacing the Goods or acquiring equivalent Goods, or (iv) the payment of the cost of having the Goods repaired.

8.3 (i) RBA is not liable for any costs, claims or damages (whether arising out of any breach of contract or statutory duty or any tortious liability) of an indirect or consequential nature (including without limitation loss of profit, business or goodwill) and (ii) RBA's aggregate liability to You for any loss (asserted by You or third parties) of whatever nature will be limited to the price of the Goods in any Order resulting in such claim.

8.4 (i) RBA is not liable to You for any claim in relation to Goods if You are not able to demonstrate that You have complied with clauses 9.1 and 9.2 below. (ii) You agree to indemnify RBA for any costs, claims or damages asserted by third parties arising directly or indirectly from You failing to comply with these Conditions, including conditions set out in clauses 9.1 and 9.2 below.

8.5 For avoidance of doubt, nothing in these Conditions, restricts or modifies the application of any provision of the Australian Consumer Law or any other statute relevant to the supply of goods under this Agreement, which by law cannot be excluded, restricted or modified.

9 GENERAL

9.1 By placing a Purchase Order, You warrant that (i) You have (or will have) all relevant approvals and licences required to sell the Goods (including, where relevant, licences for the sale of healthcare Goods), in Australia or outside of Australia; and (ii) if Goods (including healthcare Goods) may only be supplied to the public by persons appropriately authorised, You will supply the public via authorised persons only.

9.2 Goods must at all times be stored in accordance with the temperature instructions on their packaging.

9.3 If any provision of these Conditions is found by any competent body to be wholly or partly illegal, invalid or unenforceable, it will be deemed severed and the remaining provisions will continue in full force and effect.

9.4 Failure or delay to enforce any of these Conditions is not a waiver of such rights unless in writing and any waiver of any breach is not a waiver of any future breach.

9.5 These Conditions are governed by the law of NSW and subject to the jurisdiction of the courts of NSW.