

Retail Zoo – Standard Terms & Conditions for Supply (Terms)

1. Introduction

The Terms apply when any Retail Zoo entity (**Retail Zoo**) buys good and/or services from you (**Supplier**, or **you**). By supplying goods and/or services, You agree to these terms.

2. Orders & Acceptance

- 2.1 Retail Zoo may place orders for goods or services as needed (**Order**).
- 2.2 Orders must be accepted by the Supplier before delivery.
- 2.3 Retail Zoo is not required to purchase any minimum volume and does not grant exclusivity unless expressly agreed in writing.
- 2.4 No terms and conditions of the Supplier will be incorporated into these Terms unless expressly agreed in writing. The acceptance of, or payment for, goods and/or services by Retail Zoo does not constitute acknowledgement or acceptance of any of the Supplier's terms and conditions.

3. Price & Payment

- 3.1 The price for the goods and/or services is to be agreed to between the parties in writing.
- 3.2 Unless expressly stated otherwise, all prices are exclusive of GST, and GST (if applicable) will be added and payable in accordance with applicable law.
- 3.3 The Supplier must provide Retail Zoo with a valid tax invoice which includes sufficient detail to identify the goods and/or services being supplied.
- 3.4 Retail Zoo agrees to pay valid invoices within 30 days of receipt.

4. Conditions as to quality of Goods and/or Services

- 4.1 Supplier must supply goods that:
 - (a) match the description and any specifications agreed to by the parties in any Order, email confirmation or other written documentation agreed to between the parties;
 - (b) are fit for purpose, safe, of acceptable quality, and free from defects; and
 - (c) comply with all applicable laws, regulations, and standards.
- 4.2 Supplier must perform services:
 - (a) with due care, skill, and diligence;
 - (b) safely and in compliance with all applicable laws and standards; and
 - (c) in accordance with the timing and deliverables agreed to in the Order.

5. Delivery

- 5.1 The Supplier must deliver the goods to the location and by the date agreed to in the Order.

- 5.2 The Supplier is responsible for appropriate packaging, labelling, handling, duties and transport of the goods.
- 5.3 The Supplier must provide any reasonable delivery documentation required for Retail Zoo to receive and use the goods.

6. Inspection, Acceptance, and Non-Conformance

- 6.1 Retail Zoo may inspect or test goods and/or services on or after delivery or performance of the relevant goods and/or services.
- 6.2 Retail Zoo may reject goods and/or services that do not comply with the Order or these Terms.
- 6.3 If goods and/or services are non-conforming, Retail Zoo may require the Supplier (at the Supplier's own cost) to repair, replace, re-perform, or refund, and may recover reasonable losses caused by the non-conformance where permitted by law.

7. Risk & Title

Title and risk in the goods will pass to Retail Zoo upon delivery and acceptance.

8. Compliance & Conduct

- 8.1 Suppliers must comply with all applicable laws, including modern slavery, privacy and data protection laws.
- 8.2 Suppliers must promptly notify Retail Zoo if it becomes aware of any suspected or actual breach of such laws in its supply chain related to goods/services supplied to Retail Zoo.
- 8.3 Suppliers must not engage in conduct that harms Retail Zoo's reputation.

9. Intellectual Property

- 9.1 Each party retains ownership of its pre-existing intellectual property.
- 9.2 Retail Zoo owns the materials it provides to Supplier and the Supplier may only use those materials for the purposes of performing its obligations under these Terms.
- 9.3 Intellectual property created specifically for Retail Zoo as a deliverable will vest in Retail Zoo upon its creation, and the Supplier must do all things reasonably necessary to give effect to that ownership.
- 9.4 Supplier must not use Retail Zoo names, logos, or trade marks without prior written consent from Retail Zoo.

10. Confidentiality

- 10.1 Each party must keep the other party's confidential information secure and use it only to perform the contract.

10.2 A party may disclose confidential information only to its personnel/advisers who need to know it for performance and who are bound by confidentiality obligations or as otherwise required by law.

11. Audits

11.1 The Supplier must maintain accurate records reasonably necessary to show compliance with these Terms and to support invoices.

11.2 Retail Zoo may reasonably request evidence of compliance and supporting information.

12. Liability & Insurance

12.1 The Supplier is responsible for losses caused by the Supplier and losses arising from the Supplier's breach of contract, negligence, or unlawful acts, to the extent permitted by law.

12.2 The Supplier must maintain appropriate insurance cover customary for suppliers of the relevant goods/services and as required by law.

12.3 Upon Retail Zoo's reasonable request, the Supplier must provide evidence of insurance.

13. Termination

13.1 Either party may terminate by providing the other party with written notice where there is a material breach of these Terms which has failed to be remedied within a reasonable time (where such remedy is possible), or where the other party becomes insolvent.

13.2 Retail Zoo may also terminate for convenience by giving the Supplier 30 days prior written notice.

14. Dispute Resolution

The parties will first attempt to resolve disputes in good faith through negotiation before commencing court proceedings.

15. General

15.1 These Terms are governed by the laws of Victoria, Australia.

15.2 These Terms may only be altered by written agreement of both parties.

15.3 The Supplier may not assign its rights or obligations without Retail Zoo's prior written consent.

15.4 Nothing in these Terms creates a relationship of partnership, joint venture, agency, or employment between the parties, and each party acts as an independent contractor.

- 15.5 The Supplier must not subcontract without Retail Zoo's prior written consent. In the event Retail Zoo consents to the Supplier using a subcontractor, the Supplier remains responsible for the subcontractor's actions.
- 15.6 If any provision is unenforceable, it is severed and the remainder continues in force.
- 15.7 Any term by its nature intended to survive termination of these Terms will survive termination.