

THE TRUSTEE FOR STEPHAN FAMILY TRUST

(ABN. 51 656 648 354)

("STEPHAN FAMILY TRUST")

TRADING TERMS AND CONDITIONS OF BUSINESS

1. These terms and Conditions of Sale set out herein (the "Conditions") are deemed to be accepted in full by the Customer as referred to herein (the "Customer") and the Customer does accept that these terms apply to each and every transaction with **Stephan Family Trust** whether before or after this acknowledgment hereof.

General

2. All Customers are deemed cash on delivery (COD) Customers, and payment in full is due and expected on or before receipt of goods.
3. **Stephan Family Trust** will invoice the Customer for the sale amount of the goods.
4. The Customer must notify **Stephan Family Trust**, in writing within seven (7) days of the dispatch of the goods by **Stephan Family Trust**, of any damaged goods or goods which were not delivered as ordered.
5. Prices for goods are subject to change without notice.
6. Sales tax and/or GST, where applicable, will be charged at the appropriate rate as at the date of the invoice.
7. Prices quoted, unless otherwise stated, are exclusive of freight charges and/or GST inclusive.
8. Freight will be charged at the prevailing rate at the time of shipment.
9. The cost of any special packing and packaging materials used in relation to the goods shall be at the Customer's expense.
10. The onus is and will remain on the Customer to show that the goods and invoices have been paid for in full.
11. **Stephan Family Trust** reserves its right to demand a deposit for any and all orders placed before shipment of the goods.
12. Customer may not cancel any orders without **Stephan Family Trust** providing written consent.
13. **Stephan Family Trust** shall not be responsible for any loss caused by errors in the Customers' specifications.
14. **Stephan Family Trust** will not accept returns of goods specifically made to the Customer's individual specifications unless defective or damaged but subject to 13.
15. If the Customer commits any act of bankruptcy (as defined by the *Bankruptcy Act* 1966 (Cth) and/or be unable to pay its debts or enter into a scheme or composition made or pursuant to the *Corporations Act 2001* (Cth) and/or is deemed to be insolvent pursuant to the definition in clause 16 hereof, all money due and owing by the Customer to **Stephan Family Trust**, whether by way of credit or otherwise, will become due and payable immediately.
16. A Customer is deemed "insolvent" if:
 - (a) it is (or states that it is) insolvent under administration or insolvent (each as defined in the Corporations Act); or
 - (b) it has had a controller appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property; or
 - (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this Agreement); or
 - (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case with that person which is preparatory to or could result in any of (a), (b) or (c) above; or
 - (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
 - (f) it is the subject of an event described in section 459C(2) of the Corporations Act or section 585 of the Corporations Act; or
 - (g) it is otherwise unable to pay its debts when they fall due; or
 - (h) something having a substantially similar effect to (a) to (g) happens under the law of any jurisdiction; or
 - (i) something having a substantially similar effect to (a) to (g) happens in relation to a natural person under a Bankruptcy law.
17. The Customer must pay interest on the overdue amount, at a rate of 12% per annum (or as otherwise disclosed on each invoice, or at a rate of 9% per annum above the Reserve Bank of Australia's cash rate target – whichever shall be the greater), from the due date for payment until paid.
18. The Customer must pay all costs and expenses, including legal costs which may be incurred by **Stephan Family Trust** in the attempt of recovery of the overdue amount.
19. **Stephan Family Trust** retains title (including any equitable and/or beneficial entitlement) to all goods sold until they have been paid for in full.
20. Should the goods be sold before the above conditions regarding payment are met, **Stephan Family Trust's** interest shall attach to the proceeds of such resale, whether received or receivable, without prejudice to any further claims which **Stephan Family Trust** may have against the Customer, under these contracts.
21. These Conditions do not entitle the Customer to return the goods, or refuse or delay payment, on the grounds that the property in them has not passed to the buyer.
22. Whilst any amount is owing to **Stephan Family Trust** by the Customer, then the Customer grants **Stephan Family Trust** the right to enter upon the Customer's premises to claim and collect the product or goods for which payment has not been made.
23. If the Customer does not pay for any goods in accordance with these conditions of sale, **Stephan Family Trust** is hereby irrevocably authorised by the Customer to enter the Customer's premises (or any premises under the control of the Customer or as agent of the Customer if the goods are stored at the premises) and use reasonable force to take

possession of the goods without liability for the tort of trespass, negligence or payment of compensation to the Customer what so ever.

24. In the event that the Customer uses the goods/products in some manufacturing or other construction process or improvement of its own or the goods are subsequently sold on to some independent other third party then the Customer shall hold such part of the proceeds of such sale, manufacture or construction process, as relates to the goods and products sold by **Stephan Family Trust**, in trust for **Stephan Family Trust**. **Stephan Family Trust's** beneficial entitlement shall attach to the proceeds of the re-sale or on- sale. Such part shall be deemed to be equal in dollar terms to the amount owing by the Customer to **Stephan Family Trust**, at the time of receipt of such proceeds by the Customer.
25. The Customer agrees that:
 - (a) these conditions of sale create a security interest in the goods that security for all the purchaser's obligations to the company under these Conditions of Sale, which is or may be registrable pursuant to the Personal Properties Securities Act ("PPSA").
 - (b) the Customer must do all things and execute such documents as **Stephan Family Trust** may require to ensure that, and after the time the PPSA comes into force, the company has perfected first ranking security interest in the goods under the PPSA.
 - (c) **Stephan Family Trust** may register financing statement to perfect purchase money security interest as an unpaid seller in the goods delivered, or, to be delivered, to the purchaser.
 - (d) the Customer will indemnify the company for any costs a company incurs in doing any of the above.
26. The Customer must:
 - (a) in addition to any other obligation, indemnify **Stephan Family Trust** for any costs that incurs in registering or maintaining, and/or enforcing or attempting to enforce security interest created by these Conditions; and
 - (b) immediately upon request by the company, procure from any person considered by the company to be relevant to its security position such agreement and waivers as the company may at any time require and see immediately notify the company of any change in the purchaser's name.
27. To the fullest extent permitted by law, **Stephan Family Trust** and its servants and agents are not liable for any loss or damage, including without limitation, loss or damage caused by the negligence of **Stephan Family Trust** or its servants or agents, and with respect to any incidental and consequential loss or damage, arising from or in connection with the supply of goods or services to the extent committed by law, the liability of **Stephan Family Trust's** or its servants or agents including liability for negligence is limited to the replacement or resupply of equivalent goods or the cost of such replacement or resupply, which is ever the lesser.

Privacy Policy

28. **Stephan Family Trust's** privacy policy applies to all **Stephan Family Trust** users, and conforms to Internet privacy standards.
29. In order to use the **Stephan Family Trust** website, **Stephan Family Trust** may require information from the Customer in order to provide the best service possible.
30. Correspondence may also be collected and stored, particularly in regard to sales, support and accounts, including email.
31. Any information collected by **Stephan Family Trust** is collected via correspondence from you or your company. This may be via the telephone, email, mail, fax or directly through our website.
32. Any details collected from **Stephan Family Trust** customers is required in order to provide you with our products and/or services, and a high level of customer service.
33. Correspondence is recorded in order to provide service references, and to assist in our staff development.
34. This contract and these conditions will be interpreted in accordance with the laws of the State of New South Wales, and the parties agree that the law of the State of New South Wales shall apply to this contract and their dealings and the parties hereto submit to the jurisdiction of the Courts of the State.
35. When you enter sensitive information (such as credit card numbers) on **Stephan Family Trust's** website, **Stephan Family Trust** encrypts that information using secure socket layer technology (SSL). When credit card details are collected, **Stephan Family Trust** simply pass them on in order to be processed as required. **Stephan Family Trust** never permanently stores complete credit card details.
36. **Stephan Family Trust** follows generally accepted industry standards to protect personal information, both during transmission and once **Stephan Family Trust** has received it.
37. If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, delete or deactivate it by emailing **Stephan Family Trust**.
38. If you purchase a product or service from **Stephan Family Trust**, **Stephan Family Trust** may request certain personally identifiable information from you. You may be required to provide contact information (such as name, email, and postal address) and financial information (such as credit card number, expiration date).
39. **Stephan Family Trust** uses this information for billing purposes and to fill your orders. If **Stephan Family Trust** has trouble processing an order, **Stephan Family Trust** will use this information to contact you.
40. **Stephan Family Trust** uses personally identifiable information for essential communications, such as emails, accounts information, and critical service details. **Stephan Family Trust** may also use this information for other purposes, including some promotional emails. If at any time a customer wishes not to receive such correspondence, they can request to be removed from any mailing lists by emailing **Stephan Family Trust**.
41. You will be notified when your personal information is collected by any third party that is not our agent/service provider, so you can make an informed choice as to whether or not to share your information with that party.

42. **Stephan Family Trust** may at its discretion use other third parties to provide essential services on **Stephan Family Trust's** site or for **Stephan Family Trust's** business processes. **Stephan Family Trust** may share your details as necessary for the third party to provide that service.
43. These third parties are prohibited from using your personally identifiable information for any other purpose.
44. **Stephan Family Trust** does not share any information with third parties for any unknown or unrelated uses.
45. **Stephan Family Trust** reserves the right to disclose your personally identifiable information as required by law and when **Stephan Family Trust** believe that disclosure is necessary to protect **Stephan Family Trust's** rights and/or comply with a judicial proceeding, court order, or legal process served on **Stephan Family Trust's** website.
46. Links on the **Stephan Family Trust** site to external entities are not covered within this policy. The terms and conditions set out in this privacy statement only cover the domain name of <http://www.authenticarganoil.com.au>.
47. If **Stephan Family Trust** decides to change its privacy policy, **Stephan Family Trust** will post those changes to this privacy statement, the homepage, and other places **Stephan Family Trust** deem appropriate so that you are aware of what information **Stephan Family Trust** collects, how it uses it, and under what circumstances, if any, **Stephan Family Trust** discloses it. **Stephan Family Trust** reserves the right to modify this privacy statement at any time. If **Stephan Family Trust** makes material changes to this policy, **Stephan Family Trust** will notify you here, by email, or by means of a notice on our homepage.

Delivery Policy

48. After ordering online, you will receive an email confirmation from eWAY containing your order details (if you have provided your email address).
49. **Stephan Family Trust** will normally confirm receipt of your order within a few minutes of ordering.
50. **Stephan Family Trust** will attempt to send your goods via regular post within 2-6 working days; however if goods are unavailable delivery will take a longer.
51. Any time quoted by **Stephan Family Trust** for delivery of goods or services is an estimate only and **Stephan Family Trust** is not liable for any late delivery, or non-delivery, for any reason.
52. **Stephan Family Trust** shall not be liable to the Customer for any consequential loss or damage arising from such delay or non-delivery or non-supply.
53. **Stephan Family Trust** reserves its right to suspend, with or without notice, any deliveries of goods or services if any payment due by the Customer to **Stephan Family Trust** is overdue.
54. Risk in the goods passes to the Customer upon delivery or collection from **Stephan Family Trust's** premises.
55. **Stephan Family Trust** is not responsible for any loss or damage to any goods whilst they are in transit.
56. Nothing in this clause shall raise a liability or responsibility on **Stephan Family Trust** to insure the goods and the insurance risk in relation thereto shall pass upon delivery of the same to the Customer.
57. If **Stephan Family Trust** is delayed by any circumstance or event beyond its control, then it may suspend delivery or extend the delivery or supply time.

Returns and Refund Policy

Returns

58. All cancellations and/or claims for returned goods must be notified in writing and must be made within thirty (30) days of the invoice date to receive credit and no credit will be given for returns outside this period. Such notification should state the date and number of the invoice and the reason for the return (for example faulty, damaged, wrongly delivered, or late delivery of back order).
59. Approval to return goods for credit must first be obtained from **Stephan Family Trust** who shall have an absolute discretion in granting any such approval and the terms for any such approval.
60. All goods returned for credit are to be clearly consigned to **Stephan Family Trust** and must be in the original packaging and in a saleable and undamaged condition. Goods will only be acceptable on return if they are in a re-saleable condition.
61. No freight charges for returned goods will be incurred or borne by **Stephan Family Trust** unless previously authorised, and **Stephan Family Trust** reserves the right to nominate the means, method and type of transport to be used.
62. **Stephan Family Trust** will only bear the costs of freight in strict circumstances where **Stephan Family Trust** makes a determination that the reason for the Customer's claim for credit, is due to **Stephan Family Trust's** fault. In all other circumstances, the Customer will bear the costs of freight.

Refunds

63. If for any reason you are not completely satisfied with your purchase **Stephan Family Trust** will give you a seven day money-back guarantee from the time you receive the goods.
64. This refund policy does not apply to goods which have been worn or used, damaged after delivery, or if any attempt has been made to alter the product or if they have been dropped or broken.
65. All products must be returned in their original condition.
66. All postage and insurance costs are to be paid by the buyer.
67. **Stephan Family Trust** recommend that the Customer returns the product via Registered post and that the Customer pre pay all postage.
68. The Customer assumes any risk of lost, theft or damaged goods during transit; therefore **Stephan Family Trust** advises you to take out shipment registration of insurance with your postal carrier.
69. **Stephan Family Trust** will not be responsible for parcels lost or damaged in transit if you choose not to insure.