

The Global Beauty Group

Terms and Conditions of Sale

The following standard terms and conditions (Terms) apply where Global Beauty Group Pty Ltd (ACN 619 333 925) (GBG) supplies Goods or Services to a Buyer.

1. Definitions

In these Terms:

“Australian Consumer Law” means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any other equivalent legislation (such as the Fair Trading Acts (or equivalent legislation) in each State and Territory);

“Buyer” means the person or entity who is buying the Goods or Services from GBG, the details of which are set out in the Order;

“Confidential Information” has the meaning given to it in clause 17;

“Consequential Loss” means any loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, future reputation or publicity, loss of use, loss of interest, damage to credit rating, or loss or denial of opportunity or any other loss or damage suffered by a party or any other person which is indirect or consequential;

“Consumer” has the meaning given to it in section 3 of the Australian Consumer Law;

“Consumer Guarantee” means the guarantees contained in sections 51 to 62 inclusive of the Australian Consumer Law.

“Contract” means the contract between the Buyer and GBG, which consists of the Credit Account Application (if any), these Terms, the Guarantee and Indemnity (if applicable) and all Orders for Goods and Services placed by the Buyer to GBG;

“Credit Account Application” means an application for commercial credit completed by the Buyer, in a form approved by GBG;

“Defective Goods” means Goods that are defective in design, performance or workmanship;

“Defective Services” means Services that are defective in performance;

“Goods” means all products supplied by GBG to the Buyer;

“GST” means any goods and services tax and any replacement or similar tax;

“GST Law” means A New Tax System (Goods and Services Tax) Act 1999 (Cth);

“Insolvency Event” means the happening of any of these events:

- (a) a party suspends payment of its debts generally, is or becomes unable to pay its debts within the meaning of the Corporations Act 2001 (Cth);
- (b) a party enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- (c) receiver, receiver and manager, liquidator, provisional liquidator, administrator, trustee or similar official is appointed over any of the assets or undertakings of a party, an application or order is made for the winding up or dissolution of a party, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of a party, except for the purpose of an amalgamation or reconstruction which has the other party's prior consent;
- (d) a party goes bankrupt; or
- (e) a party ceases, or threatens to cease, to carry on a business;

“**Invoice**” means an invoice issued by GBG to the Buyer setting out the amount to be paid by the Buyer;

“**Loss**” means all actions, claims, costs (including legal costs on an indemnity basis), damages, expenses, interest, liabilities and losses (whether direct, indirect, special, consequential or otherwise);

“**Order**” means any order for Goods and/or Services placed by the Buyer with GBG;

“**Personal Information**” means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not,
- (c) or as otherwise defined by the Privacy Act 1988 (Cth).

“**Premises**” means the premises specified in the Order where the Goods are to be delivered and/or the Services are to be performed;

“**Price**” means the price for the supply of the Goods or Services as provided for in clause 10;

“**PPSA**” means the Personal Property Securities Act 2009 (Cth); and

“**Services**” means any services performed by GBG in respect of the Goods and any other services that GBG agrees to perform on behalf of the Buyer.

2. General

- (a) The Contract:
 - (i) supersedes and excludes all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the Goods and Services including, but not limited to, those relating to the performance of the Goods or Services or the results that ought to be expected from using the Goods or Services; and
 - (ii) overrides any quotes, invoices, accepted or modified Orders and the Buyer’s terms and conditions of purchase (if any), exchanged between the parties whether or not such documents expressly provide that they override this Contract or any part of it.
- (b) Unless GBG otherwise agrees in writing, the Contract comprises the only terms which shall apply to all Goods or Services supplied by GBG.

3. Orders

- (a) GBG has sole discretion to accept or reject any Order, any part of an Order, or any variation or modification of an Order, requested by the Buyer.
- (b) GBG has sole discretion to accept or reject any Order cancellation request by the Buyer. If a cancellation request is accepted by GBG, the Buyer will be liable for any Loss incurred by GBG in respect of that Order (including, without limitation, payment for any Goods ordered by GBG from its suppliers relating to that Order or any costs incurred by GBG as at the date of cancellation in respect of the Services) (**Cancellation Fee**). The Customer acknowledges and agrees that GBG may retain any deposit payment paid by it under clause 10, as or towards the Cancellation Fee.
- (c) The Buyer authorises GBG to subcontract the provision and delivery of the Goods and Services at GBG’s absolute discretion.

4. Limitation of liability

- (a) Subject to clause 4(b):
 - (i) all conditions, warranties and implied terms, whether statutory or otherwise, are excluded in relation to the Goods and Services; and
 - (ii) the Buyer releases GBG from any liability for legal costs and disbursements and, without limitation, any indirect or consequential expense, loss or damage, loss of profits, revenue, use, expectation or opportunity, wasted expenditure, lost production or similar losses suffered by the Buyer under or in connection with the Contract;
 - (iii) GBG's liability for any Loss suffered or incurred by the Buyer, howsoever caused, which arises out of or in connection with the supply of the Goods or Services under these Terms:
 - (A) in the case of Goods, is limited to (at the option of GBG):
 - (1) the replacement of the Goods or the supply of equivalent Goods;
 - (2) the repair of the Goods;
 - (3) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
 - (4) the payment of the cost of having the Goods repaired; or
 - (5) a credit note in the amount of the price paid for the Goods;
 - (B) in the case of Services, is limited to (as the option of GBG):
 - (1) the resupply of the services; or
 - (2) the payment of the cost of resupply of the services; and
 - (3) a credit note in the amount of the price paid for the services.
- (b) The Australian Consumer Law provides Consumers with a number of Consumer Guarantees that cannot be excluded or limited. The limitations of liability set out in these Terms are therefore subject to, and will not apply to the extent that they limit or exclude, such Consumer Guarantees applicable to Consumers. However where the Australian Consumer Law permits GBG to limit the remedies available to it for a breach of a Consumer Guarantee, GBG hereby limits its remedies to such Consumers for a breach of a Consumer Guarantee, in the case of Goods, to the repair or replacement of the Goods, the supply of equivalent Goods or the payment of the cost of having the Goods repaired or replaced or having equivalent Goods supplied and, in the case of Services, to supplying the Services again or paying the cost of having the Services supplied again.

5. Samples and Descriptions

- (a) As variations will occur in the colour and texture of materials used in the manufacture of products no warranty or guarantee is given by GBG that the Goods will correspond in appearance with any sample, display, or goods previously sold, except as required under the Australian Consumer Law.
- (b) No warranty or guarantee is given by GBG whatsoever regarding the quality, condition, colour, merchantability, or fitness for purpose of the Goods, except as required under the Australian Consumer Law.



- (c) The Buyer expressly acknowledges that for all purposes whatsoever the Buyer has relied entirely on its own knowledge, skills, and judgment in selecting and ordering the Goods.
 - (i) The Buyer acknowledges and accepts that certain Goods have handpieces which, for the purpose of quality control and safety must be tested by GBG before delivery; and
 - (ii) accepts those handpieces are new but for that testing.

6. Services

- (i) GBG will perform the Services (if any) at the Premises.
- (ii) If for any reason the Buyer is not ready, willing or able to receive the Services on the date specified in the relevant Order (or as otherwise agreed by the parties), GBG can issue an Invoice to the Buyer in respect of such Services.
- (iii) The Buyer must ensure that the Premises are sufficiently clean, secure and safe to enable GBG to perform the Services and must ensure at all times that it has appropriate occupational health and safety processes and policies in place at the Premises which comply with all applicable laws.

7. Delivery

- (a) GBG will use all commercially reasonable efforts to deliver the Goods and supply the Services for which it has accepted an Order to the Premises by the delivery date specified in the Order.
- (b) GBG may deliver the Goods and supply the Services by separate instalments. Each separate instalment will be invoiced and paid in accordance with clause 10.
- (c) The Buyer must at all times provide access to the Premises
- (d) Delivery of the Goods and supply of the Services to a third party nominated by the Buyer is deemed to be delivery or supply to the Buyer for the purposes of these Terms.
- (e) The failure of GBG to deliver the Goods or supply the Services does not entitle either party to treat these Terms or the Contract as repudiated.
- (f) Except where GBG's obligation is a Consumer Guarantee, GBG is not liable for any Loss whatever due to a failure by GBG to deliver the Goods or supply the Services (or any of them) promptly or at all.

8. Acceptance

- (a) The Buyer must, as soon as possible after delivery of the Goods or the performance of the Services, check whether the Goods or Services are Defective Goods or Defective Services.
- (b) The Buyer must provide notice to GBG of any Defective Goods or Defective Services within 14 days after delivery or supply of the Goods or Services.
- (c) In relation to the delivery of Goods, if the Buyer gives GBG notice under clause 8(b), it must:
 - (i) preserve the Defective Goods in the state in which they were delivered for 14 days after it gives GBG notice; and

- (ii) at GBG's request, return the Defective Goods at GBG's cost within 14 days after the delivery date in the condition in which they were delivered and with all packaging material in as new condition as is reasonably possible in the circumstances.

9. Risk and title

- (a) The risk in the Goods passes to the Buyer when the Goods are delivered to the Buyer.
- (b) GBG's rights under this clause 9 secure:
 - (i) GBG's right to receive the Price of all the Goods sold under this Contract; and
 - (ii) all other amounts owing to GBG under this Contract or any other agreement between the Buyer and GBG.
- (c) All payments received from the Buyer must be applied in accordance with section 14(6)(c) of the PPSA.
- (d) Until full payment in cleared funds is received by GBG for all Goods and Services supplied by it to the Buyer, as well as all other amounts owing to GBG by the Buyer under this or any other Contract:
 - (i) legal title and property in all Goods supplied under this Contract remains vested in GBG and does not pass to the Buyer;
 - (ii) the Buyer must store the Goods separately and in such a manner and maintain any labelling and packaging of GBG, so that the Goods are clearly and readily identifiable as the property of GBG;
 - (iii) the Buyer must not sell the Goods except in the ordinary course of the Buyer's business;
 - (iv) in addition to any rights GBG may have under Chapter 4 of the PPSA, GBG may, at any time, demand the return of the Goods and shall be entitled without notice to the Buyer and without liability to the Buyer, to enter any premises where it suspects the Goods may be located in order to search for and remove the Goods without committing a trespass, even though they may be attached or annexed to other goods or land not the property of GBG, and for this purpose the Buyer irrevocably licenses GBG to enter such premises, undertakes that it will procure any necessary authority to enter from any relevant person and also indemnifies GBG from and against all Loss suffered or incurred by GBG as a result of exercising its rights under this clause 9(c)(iii). If there is any inconsistency between GBG's rights under this clause 9(c)(iii) and its rights under Chapter 4 of the PPSA, this clause 9(c)(iii) prevails.
 - (v) the Buyer acknowledges and warrants that GBG has a security interest (for the purposes of the PPSA) in the Goods and any proceeds described in clause 9(c)(iii) and the Buyer must do anything reasonably required by GBG to ensure that such security interest is enforceable, perfected and otherwise effective and has the priority required by GBG, which, unless GBG agrees in writing otherwise, is first priority; and
 - (vi) the security interest arising under this clause 9(c)(v) attaches to the Goods when the Buyer obtains possession of the Goods and the parties confirm that they have not agreed that such security interest attaches at any later time.



- (e) The Buyer warrants that it does not intend to use the Goods predominantly for personal, domestic or household purposes.
- (f) The Buyer must, at its own cost, insure and keep insured the Goods against such risks as a prudent owner of the Goods would insure at their full cost price, with a reputable insurance company.

10. Price and payment

- (a) At GBG's discretion, the Price of the Goods and Services will be:
 - (i) GBG's current price at the date of the delivery of the Goods or the provision of the Services according to GBG's current price list; or
 - (ii) GBG's quoted price which will be binding on GBG for a period of 30 days from the date of quotation and which may be accepted by the Buyer, by written notice to GBG, at any time within those 30 days.
- (b) Time for payment for the Goods and Services is of the essence and will be stated on the Seller's quotation or other form, which will also contain details of any deposit payable by the Buyer. If no time is stated by GBG then payment must be made on or before delivery of the Goods or the performance of the Services (as applicable).
- (c) GBG may withhold delivery of the Goods or the supply of the Services until the Buyer has paid for them in full, in which case payment must be made on or before the delivery / supply date (as applicable).
- (d) Unless prices quoted by GBG are stated to include any sales, value added, GST or similar tax which may apply, these taxes are payable by the Buyer in addition to the quoted prices.
- (e) The Buyer must pay the Price for Goods or Services supplied to the Buyer by cash, credit card (plus any charges that may be applicable), direct debit, or in any other way that GBG directs.
- (f) Payment by cheque or other negotiable instrument is not regarded as received until it is cleared.
- (g) Without prejudice to any other rights or remedies of GBG, if the Buyer fails to make (whether in full or in part) any payment required under these Terms on or before the due date for payment, then:
 - (i) GBG may charge the Buyer interest on the unpaid amount at 2% per annum above the average of the most recent prime rate, indicator rate, or reference rate (however described) for business overdraft published by Commonwealth Bank of Australia; and
 - (ii) such interest will accrue from the date payment was due to the date payment is made, will be calculated daily and capitalised monthly and must be paid by the Buyer upon demand by GBG.

11. GST and other taxes and duties

Notwithstanding any other clause in the Contract, to the extent that any supply made under or in connection with the Contract is a taxable supply (as defined by the GST Law), the Buyer must pay to GBG, in addition to the consideration provided for under these Terms for that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. The Buyer must pay to GBG the additional amount at the same time as the consideration to

which it is referable. The Buyer is responsible for paying any other duties, taxes or charges, including any stamp duty (if applicable), in relation to the Goods.

12. Termination

- (a) GBG may terminate:
 - (i) the terms of credit provided to the Buyer;
 - (ii) any Order placed by the Buyer; or
 - (iii) the Contract in its entirety,by written notice to the Buyer if the Buyer:
 - (iv) breaches these Terms in a material respect and, in the reasonable opinion of GBG, the breach:
 - (A) cannot be remedied; or
 - (B) can be remedied, but is not remedied by the Buyer within 7 days after GBG gives the Buyer notice of the breach; or
 - (v) suffers an Insolvency Event.
- (b) The Buyer must, within 7 days after the date of expiry or termination:
 - (i) pay GBG all amounts it owes GBG, whether due at that time or not; and
 - (ii) return all Confidential Information to GBG.

13. Force majeure

- (a) GBG is not liable for any failure to perform any of its obligations under these Terms as a result of any event beyond its reasonable control including, without limitation, where GBG is prevented or hindered from manufacturing, delivering or supplying the Goods or Services as a result of any strikes, lockouts or other labour difficulty, inability to obtain any necessary materials, products, equipment, facilities or services from usual suppliers on usual terms, power or water shortage, accidents or breakdowns of plant, machinery, software, hardware or communication network. In such circumstances, GBG may suspend performance of any obligations under these Terms while the event continues. GBG shall not incur any liability to the Buyer in respect of such suspension.
- (b) If any of the above events occur for more than 30 days, GBG may, without liability, terminate any affected Order and/or the Contract immediately by notice in writing to the Buyer.

14. Privacy

- (a) GBG can collect, use and disclose Personal Information about the Buyer and any guarantor, in accordance with the Credit Account Application and GBG's privacy policy, which is available at <https://www.theglobalbeautygroup.com.au/privacy-policy/>.
- (b) The Buyer must notify GBG if any Personal Information of the Buyer or any guarantor changes and consents to GBG collecting, using and disclosing this updated Personal Information in accordance with GBG's privacy policy.



15. Indemnity

The Buyer indemnifies GBG against any Loss which GBG suffers, incurs or is liable for in connection with the Contract including, but no limited to:

- (a) any act or omission of the Buyer;
- (b) any breach of the Contract by the Buyer; and
- (c) enforcing any security interest arising in connection with the Contract.

16. General lien

In addition to any right of lien to which GBG may be entitled under the common law, GBG shall be entitled to exercise a general lien over all items in its possession belonging to the Buyer until the Buyer has paid in full for all Goods or Services supplied by GBG to the Buyer. GBG may in its sole discretion sell any item that is subject to a lien, provided that GBG shall pay to the Buyer any surplus proceeds that are realised by it from a sale of any such items after discharging in full all monies outstanding to GBG in respect of unpaid Goods and all reasonable costs of sale incurred by GBG.

17. Confidential information

- (a) In this clause 17, Confidential Information means confidential information, trade secrets, know-how, scientific, technical, product, market or pricing information relating to the Goods or Services or GBG's business.
- (b) The Buyer is authorised to use the Confidential Information for the sole purpose of using or selling the Goods or Services supplied under these Terms and must not otherwise use or disclose any Confidential Information.

18. Severance

If any provision of the Contract or its application to any person or circumstance is or becomes invalid, illegal or unenforceable the provision shall, so far as possible, be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down the provision or part of it shall be deemed to be void and severable and the remaining provisions of the Contract shall not in any way be affected or impaired.

19. Variation and assignment

The Contract may be varied by agreement between the parties in writing only. The Buyer may not assign its rights under the Contract without GBG's prior written consent.

20. Governing law

The Contract is governed by the law of the State of Victoria. GBG and the Buyer submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia.

21. Waiver

Waiver by GBG of a breach of the Contract or of any right or power arising on a breach of the Contract must be in writing and signed by GBG. A right or power created or arising on a breach of the Contract is not waived by any failure to exercise or delay in exercising, or a partial exercise of, that or any other right or power.

22. No right to offset

No amount owing, whether present or future, actual, contingent or prospective and on any account whatsoever, by the Buyer to GBG may be offset against any amount owing whether present, future, actual, contingent or prospective to the Buyer from GBG hereunder or on any other account whatsoever.

23. Intellectual property

The purchase of Goods or Services under the Contract does not confer on the Buyer any licence or assignment of any copyright, patent, design or trademark, or any other intellectual property right (whether registered, registrable or not) that subsists in the Goods and/or Services.

24. Confidentiality and PPSA

Subject to section 275(7) of the PPSA, neither party will disclose information of the kind mentioned in section 275(1) of the PPSA.

25. Enforcement of security interest

If Chapter 4 of the PPSA would otherwise apply to the enforcement of the security interest created under the Contract, the Buyer agrees that the following provisions of the PPSA will not apply:

- (a) section 95 (notice of removal of accession), to the extent that it requires GBG to give a notice to the Buyer;
- (b) section 121(4) (enforcement of liquid assets – notice to Grantor);
- (c) section 130 (notice of disposal), to the extent that it requires GBG to give a notice to the Buyer;
- (d) paragraph 132(3)(d) (contents of statement of account after disposal);
- (e) subsection 132(4) (statement of account if no disposal);
- (f) section 135 (notice of retention);
- (g) section 142 (redemption of collateral); and
- (h) section 143 (reinstatement of security agreement).

26. Notices under the PPSA

GBG does not need to give the Buyer any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.

27. Further assurances

If at any time:

- (a) GBG determines that the PPSA applies, or will at a future date apply, to the Contract or any of the transactions contemplated by the Contract; and
- (b) in the reasonable opinion of GBG, the PPSA adversely affects or would adversely affect the security position, or the rights of GBG under or in connection with the Contract or the Goods or compliance with the PPSA is necessary or advisable for GBG to maintain a first priority perfected security interest in the Goods or any other personal property of the Buyer under applicable law, then the Buyer must, upon GBG's request, cause the Contract and/or the security interest or ownership interests created under the Contract, to be registered with the applicable registry in accordance with and to the extent possible under the PPSA and must cause all other filings and recordings necessary or advisable under the PPSA and all such other action



(including amending the Contract) required under the PPSA to be effected and taken, in order to maintain, protect and perfect the respective right, title and interests of GBG thereunder. All costs and expenses arising as a result of actions taken pursuant to this clause 27 will be for the account of the Buyer.

28. Benefit of contract

GBG holds the benefit of the Contract (including for the avoidance of doubt the indemnity in clause 15) for itself and on trust for each of its agents, servants and employees and any related bodies corporate as defined in the Corporations Act 2001 (Cth).