

1. Definitions

In this agreement:

- a) 'Agreement' means these Terms of Trade;
- b) 'business day' bears the meaning stipulated in the Acts Interpretation Act 1954 (Qld) with reference to the parties obligations arising in Brisbane, Queensland;
- c) 'Credit Category' means the level of credit that Norman has awarded to the Dealer;
- d) 'Dealer' and 'you' and 'your' means the entity, their successors and assigns who places an Order for Goods on Norman's online portal;
- e) 'Force Majeure Event' any fact, circumstance, matter or thing beyond Norman's control, including but not limited to, act of God (including but not limited to fire, cyclone and flood), war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind;
- f) 'Goods' means Norman's goods including but not limited to shutters, blinds and shades that are offered for sale via the online portal;
- g) 'Guarantor' means each and every person, company or other entity, their successors and assigns named in the Guarantee and Indemnity;
- h) 'Norman', 'us' and 'we' means Norman Australia Pty Ltd (ABN 50 629 428 780), its successors and assigns.
- i) 'online portal' means Norman's purchasing facility available for the Dealer via <https://orders.normanaustralia.com.au/> or such other alternative portal of Norman's election;
- j) 'Order' means the Dealer's purchase order of Goods submitted to Norman;
- k) 'Price' means Norman's charges displayed on the online portal when the Dealer logs in and includes delivery charges and or any other subsequent charges invoiced.

2. Background

- a) Norman is a wholesaler of shutters, blinds and shades, selling its products to Dealers. The Dealer can then sell the Goods onto its own customers.
- b) This Agreement applies to all transactions between Norman and the Dealer.
- c) By proceeding with submitting an Order the Dealer accepts Norman's offer to supply the Goods, as governed by the Agreement.

- d) The Dealer represents and warrants that:
 - i. All information and representations that it has given in connection with our transactions are true and correct;
 - ii. It has disclosed to Norman all matters relevant to Norman's decision to have dealings with you; and
 - iii. It is not currently subject to any court proceeding or dispute, which may have an adverse effect on performing its obligations under this Agreement.
- e) The Dealer's Order is strictly subject to its acceptance of, and adherence to, the Agreement.
- f) The Dealer accepts that terms of the Agreement are reasonable.

3. Guarantee

- a) If the Dealer is a company, trust or partnership, Norman requires personal guarantee(s) from the Dealer.
- b) If the Dealer consists of one or more persons or entities then each person or entity is jointly and severally liable.
- c) All Guarantors are jointly and severally liable for performance of all terms, covenants, and conditions in the Agreement.
- d) The Dealer and the Guarantor jointly and severally authorise us to exchange information about the creditworthiness of either the Dealer or the guarantors with any credit reporting agency at any time during the term of the Agreement.

4. Professional Conduct

- a) Norman, its employees, contractors and other related parties, bear no liability for the Dealer's (or its customer's) inaccurate measurements or communication of the products required. The Order submitted by the Dealer is the final representation of the Dealer's requirements of the Goods.
- b) Should liability arise for any reason whatsoever, Norman's liability is limited to:
 - i. i.The supply of equivalent Goods pursuant to the original Order supply conditions; or
 - ii. i.A credit note to the value of the Order, which Norman may consider offering in its absolute discretion but be under no obligation to offer.

5. Order of Goods

- a) Prices are exclusive of Goods and Services Tax levied under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time or any similar tax resulting in an increase in the tax payable on the supply of Goods sold to the Dealer by Norman.
- b) Each and every Order of Goods submitted by the Dealer constitutes an offer to purchase, completed upon delivery of the Goods and full payment of the Price.
- c) Norman Australia may refuse to accept any Order for Goods in whole or part without ascribing any reason.
- d) In the event that the Dealer has paid the Price in accordance with its credit terms under this Agreement, and if Norman is not able to supply the Goods within a reasonable time at no fault of the Dealer, Norman may issue a credit note to the value of the original Order.
- e) Norman undertakes to exercise reasonable care when delivering the Goods and will deliver the Goods to the address provided to Norman in the Order.

6. Payment

- a) The Dealer agrees to pay the amount shown on a Norman invoice on or before its due date.
- b) A certificate signed by Norman's Credit Manager stating the amount owed by the Dealer is conclusive proof of the balance owed, unless the Dealer proves otherwise.
- c) The Dealer agrees that, after having demanded payment of a sum overdue, Norman may apply any payment made by the Dealer, first against Norman's costs and disbursements in recovering the sum due; second against any interest accrued and finally against the amount overdue.
- d) The Dealer may pay invoices via any one of the following options:
 - i. Electronic Funds Transfer, as outlined on Norman's invoice; or
 - ii. Credit Card, which is subject to processing fees.
- e) Payments via credit card are subject to a one and a three quarter percent (1.75%) processing fee.
- f) Notwithstanding acceptance of any portion of an invoice paid after its due date, Norman reserves its rights to demand payments immediately as they fall due or to suspend the Agreement with the Dealer.

- g) Late payments will incur interest at the rate of fifteen percent (15%) per annum on the balance owing calculated on a daily balance.
- h) Irrespective of whether the Dealer receives any or all payment from its own customer, the Dealer's obligations under this Agreement are not varied.

7. Credit Category Assigned to the Dealer

- a) Subject to the succeeding clause, the Dealer will initially be allocated to B Class Credit Category, which requires upfront payment of the Price in full.
- b) If Norman has granted the Dealer a Credit Account and the Dealer is not in breach of the Agreement, Norman has the absolute discretion to offer the Dealer the following payment terms:
 - i. The Price is due within thirty (30) days after the last day of the month in which the invoice was issued to the Dealer ('A Class Credit Category').
- c) The Dealer's Credit Category will be issued to the Dealer in writing, along with their discount structure, freight terms, portal login and password.
- d) For the avoidance of doubt, if the Dealer is unsure which Credit Category applies to them, B Class Credit Category applies by default.
- e) In the event of default or breach of the Agreement, Norman reserves its rights to:
 - i. Immediately change the Credit Category available to the Dealer and provide written notice of its actions;
 - ii. Immediately deactivate the Dealer's account and prevent the Dealer from making any further Orders;
 - iii. Suspend and / or cease the delivery of Goods; and
 - iv. Suspend and / or cease the manufacture of Goods.
- f) Subject to the Dealer's actions to remedy its breach of the Agreement, Norman may:
 - i. Reactivate the Dealer's account and permit the Dealer to make further Orders;
 - ii. Change the Credit Category applicable to the Dealer and provide written notice of its actions, with immediate effect;

- iii. Recommence the delivery of Goods; and
 - iv. Recommence the manufacture of Goods.
- g) If Norman deems it necessary to change the Dealer's Credit Category such change will:
- i. Only apply to Orders submitted after the date of change and existing Orders will remain on the same terms to which they were submitted under;
 - ii. Take immediate effect; and
 - iii. Be subject to change again in future, in the event of the Dealer breaching the Agreement and its actions to rectify such breach.

8. Cancellation or Changes to Orders

- a) Once an Order is submitted, the Order cannot be cancelled or varied unless Norman has provided written agreement.
- b) If Norman agrees to permit the Dealer to cancel or change any part of an Order, Norman reserves the right to collect full payment of the Price of the cancelled or changed Goods, up to a maximum of one hundred percent (100%) of the Price.
- c) Norman may cancel the Agreement or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Dealer and in such circumstances Norman:
 - i. Will provide a credit note to the value of the Goods cancelled; and
 - ii. Is not liable for any loss or damage suffered by the Dealer arising from such cancellation.

9. Receipt of Goods

- a) The Dealer is responsible for:
 - i. Providing suitable vehicle access for delivery of the Goods and must advise of any access restrictions prior to delivery;
 - ii. Ensuring suitable access to lifts is arranged to enable Norman to deliver the Goods (including booking the lift if necessary);
 - iii. Informing Norman of the size of the lift prior to delivery of the Goods; and
 - iv. Advising Norman in writing if the delivery address is not manned at any time during business hours.
- b) Norman has no control and bears no responsibility as to the Dealer's availability to accept delivery of the Goods.

- c) Upon Norman's delivery provider recording its delivery of the Goods, the Dealer acknowledges that Norman has fulfilled its obligations to deliver the Goods and the timeframe for rejection of the Goods has commenced.
- d) Acceptance of the Goods is established if the Dealer:
 - i. Signifies by words or conduct that the Goods are conforming; or
 - ii. Retains the Goods in spite of their nonconformity; or
 - iii. Deals with the Goods in a way inconsistent with Norman still owning the Goods.
- e) Strictly subject to the Dealer's acceptance of the Goods, the Dealer may then make a claim under Norman's Return Goods Authority (available via the online portal) if:
 - i. Any part of the Goods received are damaged on any part of the fabric, timber grain, surface paint, stain and surface finish, which is visible to the naked eye when viewed one (1) metre away from the damage; or
 - ii. There is a shortage supplied; or
 - iii. An incorrect product has been supplied.
- f) The Dealer accepts that it cannot reject Goods that have been produced accurately according to the measurements provided in the Order.
- g) The Dealer must communicate any rejection of Goods to Norman with full particulars (including but not limited to the relevant work order numbers, box numbers and photos of the Goods) of the nonconformity no later than forty eight (48) hours after receipt of the Goods.
- h) In the event that the parties agree that a specific component of the Goods was missing from the Order and/or it was defective and must be replaced, the parties agrees that:
 - i. The Dealer must continue to comply with its payment obligations pursuant to its Credit Category under this Agreement;
 - ii. Norman will arrange for the necessary components to be shipped to the Dealer without delay, at Norman's expense; and
 - iii. The shipping method to be used will be the same shipping method used in the original Order.
- i) In the event of the Dealer rejecting any Goods, the Dealer must provide Norman with an opportunity to inspect the Goods within a reasonable time, with provision of at least ten (10) business days available for inspection to verify the rejection.

- j) If any part of the Order was defective and Norman has received full payment of the Price, then Norman will resupply the defective item according to the specifications and shipping method listed on the original Order.
 - k) The Dealer's right to retain or dispose of the Goods is conditional upon full payment of the Order being made.
 - l) Under no circumstances will Norman accept a return of Goods, as all Goods are made to measure.
 - m) Once the Goods have been delivered to the Dealer, the Dealer is solely responsible for the Goods including proper storage and care of the Goods.
 - n) The Dealer accepts the cost to re-deliver Goods should the initial delivery not be possible due to inability to gain access or the property being unattended.
 - o) The Dealer can request Goods to be held at Norman's third-party warehouse for a period of up to five days, after which time storage charges will apply.
- iv. Indemnifies and holds Norman harmless for all reasonable costs and expenses of recovery of the Goods and losses if any on their resale; and
 - v. Agrees to sign documents or do all things necessary to perfect Norman's rights under the Agreement and appoint Norman as the Dealer's attorney to sign any document or do anything that may reasonably be required to enforce Norman's rights on default.
- e) On the strict condition that the Dealer has paid the Price in full, the Dealer may sell the Goods onto a third party without prior discussion with Norman.
 - f) In the event that the Dealer sells the Goods to a third party before full payment of the Price to Norman, then the Dealer hereby:
 - i. Assigns to Norman the benefit of any claim against such third party; and
 - ii. Holds any proceeds from sales on trust for Norman; and
 - iii. Will account fully to Norman for the proceeds of the sale of the Goods sold or any part thereof until the Dealer's total indebtedness to Norman is discharged.

10. Retention of Title

- a) Notwithstanding physical delivery of the Goods to the Dealer, right, title and interest in all Goods remains with Norman until the Dealer has made full payment for the Order.
- b) Norman has the right to re-sell or otherwise dispose of the Goods so recovered without reference to, or discussion with, the Dealer.
- c) The Dealer acknowledges that until the Dealer's total indebtedness to Norman is discharged, the Dealer holds the Goods as bailee for Norman.
- d) The Dealer:
 - i. Grants a security interest, including a purchase money security interest, in the Goods (including any future Order of Goods) as 'collateral' (as defined in section 10 of the Personal Property Securities Act 2009 (Cth)) in favour of Norman;
 - ii. Acknowledges that Norman is entitled to protect its security interest in the Goods until full payment is received and that Norman may choose to register its interests under the Personal Property Securities Act 2009 (Cth), including by way of a purchase money security interest over the Goods;
 - iii. Acknowledges that registration on the Personal Property Securities Register is reasonable and it agrees to do all things necessary to facilitate such registration;

11. Online store on-sale by Dealer prohibited

The Dealer must not sell products supplied by Norman via an online store without the prior written approval from a Director of Norman.

12. National Credit Code

- a) The Dealer acknowledges that it is a commercial business and the Goods are not being purchased for personal use.
- b) The Dealer accepts that the National Consumer Credit Protection Act 2009 (Cth), including the National Credit Code, does not apply to any transaction between the parties.

13. Dealer's Warranty and Indemnity

- a) The Dealer warrants:
 - i. It has all necessary power and authority to enter into this Agreement;
 - ii. It will not breach any agreement with a third party by ordering Goods from Norman; and
 - iii. Any persons ordering Goods on behalf of the Dealer from time to time is authorised to do so.
- b) The Dealer indemnifies Norman for all costs, losses, damages and expenses which Norman

may suffer or incur for any reason in consequence of or relating to the supply of Goods to the Dealer, including but not limited to any person purporting to place orders with Norman on behalf of the Dealer without authority to do so.

14. Warranty on Goods

Norman agrees to sell the Goods to the Dealer in accordance with its 'No Questions Asked' warranty, available on the online portal.

15. Insurance on Goods in Transit

- a) In the event that any portion of the Goods on an Order are damaged or destroyed prior to title passing to the Dealer, Norman is entitled to:
 - i. Submit an insurance claim over the Goods damaged in transit; and
 - ii. Receive all insurance proceeds payable for the Goods without prejudice to any of its other rights or remedies (including the right to receive payment of the balance of the Price for the Goods).
- b) The Dealer acknowledges that, in order for Norman to submit an insurance claim over any Goods damaged in transit, Norman is required to submit its insurance claim within standard timeframes set by the insurer.
- c) In the event that the Dealer believes that the Goods were damaged during shipment, then it must communicate its findings to Norman within forty eight (48) hours of receipt of the Goods.
- d) In the event that the Goods are damaged during shipment and Norman's insurer awards an insurance payout, Norman reserves the right to compensate the Dealer by any of the following means, in its absolute discretion:
 - i. Provide the Dealer with a credit note to the value of the Goods damaged;
 - ii. Replace the Goods;
 - iii. Pass on a portion of the insurance payout.
- e) The production of the Agreement is sufficient evidence of Norman's rights to receive the insurance proceeds without the need for further enquiry.

16. Norman's Liability

- a) Except to pay the Price, if either Norman or the Dealer is unable to perform any obligation under the Agreement due to an event beyond that party's ('defaulting party') control and which the defaulting party could not have reasonably foreseen, then the defaulting party is relieved of

that obligation to the extent and for the period that it is unable to perform and is not liable to the other party in respect of such liability.

- b) Norman will not be under any liability whether in contract, tort or otherwise from any cause, whether occasioned by negligence or otherwise, for any injury, damage or loss, including special, indirect or consequential damage or loss or whether to persons or property, arising out of this Agreement including any defects in the Goods.
- c) All express and implied terms, conditions and warranties on the part of Norman which might otherwise apply to or arise out of the sale of the Goods by Norman to the Dealer are excluded, except to the extent that such exclusion is not permitted by law.

17. Electronic Communication

- a) By visiting Norman's website or sending e-mails to Norman, the Dealer is communicating with Norman electronically and the Dealer:
 - i. Consents to receive communications from Norman electronically; and
 - ii. Agrees that all agreements, notices, disclosures and other communications that are provided to the Dealer electronically satisfy any legal requirement that such communications be in writing.
- b) Norman has displayed guidance information on its website to assist the Dealer when creating an Order. While Norman has made all reasonable efforts to ensure that such information is accurate, it makes no representation or warranties, expressed or implied, except as imposed by law, regarding the information provided on the website, including any hypertext links or any other items used either directly or indirectly from the website and reserves the right to make changes and corrections at any time without notice.
- c) Norman takes no responsibility for and does not endorse, sponsor or recommend the contents, accuracy or performance of any links attached to the website. Norman accepts no responsibility for any inaccuracies or omissions in the website and any decisions based on information contained in the website are solely the responsibility of the Dealer.
- d) Norman accepts no liability for any direct, indirect, special, consequential or other losses or damages of whatsoever kind arising out of access to, or the use of the website or any information contained therein.

18. Trusts

If the Dealer acts as trustee for a trust, irrespective of whether such trust has been disclosed to Norman, the Dealer represents and warrants to Norman that:

- a) The trust is a valid and subsisting trust as at the date of this Agreement and full particulars of the trust will be disclosed to Norman upon request;
- b) All commitments given by the Dealer are so given pursuant to the powers contained in the trust deed;
- c) The Dealer is sole trustee of the trust and no action has been taken to replace the Dealer as such sole trustee and, as sole trustee, the Dealer has full and unfettered power under the trust deed to execute, and perform its obligations under, this Agreement on behalf of the trust and all actions necessary under the trust deed have been taken to authorise the execution and performance of this Agreement;
- d) This Agreement is binding upon the Dealer (and if the Dealer is an individual, personally and in its capacity as trustee of the trust) and nothing contained or implied in this Agreement or in any notification given or deemed to be given to Norman will prejudice, affect or in any way limit the liability of the Dealer on its own account as Dealer under this Agreement;
- e) The Dealer has a right to be fully indemnified out of the trust fund for obligations and liabilities undertaken by the Dealer in its capacity as trustee of the trust fund under this Agreement and no action has been taken to limit or restrict that right;
- f) No vesting date for the trust fund has been determined; and
- g) The Dealer warrants that it will not permit any re-settlement, appointment, appropriation or distribution of capital of the trust fund (insofar as it is able to do so), without first providing written notice to Norman.

19. Changes of Ownership

- a) The Dealer must notify Norman in writing of:
 - i. its intention to sell its business (including stock-in-trade) at its earliest convenience and in any event, at least ten (10) business days prior to the date of completion of the sale; and
 - ii. any proposal for, or any circumstances likely to lead to, the appointment of a receiver, administrator, liquidator or official manager of the Dealer's business ('Financial Hardship Event').

- b) a) Upon a Financial Hardship Event arising, the Dealer agrees that if the Dealer has any outstanding payments owing to Norman, then:
 - i. Norman is entitled and authorised to recover such outstanding payments immediately;
 - ii. Norman is permitted to request that its Goods are separated from the Dealer's other stock and the Dealer must advise the purchaser, receiver, administrator, liquidator or official manager, as the case may be, that the stock so separated is Norman's stock, and must do all things to give Norman access and deliver to Norman or cause to be delivered to Norman all such Goods.
- c) In the event that the Guarantor needs to retract its guarantee, Norman is permitted to downgrade the Dealer's Credit Category and credit limit immediately, until a suitable replacement guarantee is provided by an alternative Guarantor.
- d) In the event of the Dealer having any change to its ownership or control:
 - i. The Dealer must notify Norman of the details of such change in writing within five (5) business days;
 - ii. The Dealer will continue to be subject to the terms of the Agreement;
 - iii. Norman may need to reassess the Dealer's Credit Category; and
 - iv. Norman may require the Dealer to reapply for a new credit account.

20. Force Majeure

In the event of a Force Majeure Event occurring:

- a) If Norman is unable to perform in whole or in part any of its obligations including the timely delivery of the Goods, Norman is released of that obligation and will not be liable to the Dealer for such inability whatsoever;
- b) Norman will use its best endeavours to deliver the Goods without delay;
- c) The Dealer agrees that Norman will not be liable for any failure or delay to deliver the Goods, where such failure or delay is wholly or partly due to such Force Majeure Event;
- d) The Dealer's obligations under the Agreement, including but not limited to receipt of Goods and payment of the Price, are not varied.

21. Disputes

- a) Each party will then in good faith attempt to resolve the dispute by negotiation.
- b) The Dealer will be in default if it fails to comply with its obligations owing under this Agreement.
- c) If a dispute arises, before any proceeding is commenced the party claiming that a dispute has arisen must give ten (10) business days notice to the other party setting out the nature of the dispute, the desired action to resolve the dispute and any further information required to resolve the dispute.
- d) If after ten (10) business days the dispute is not resolved, then it must be referred to mediation and the costs of the mediation will be borne by the parties equally.
- e) Notwithstanding the preceding clause, both parties continue to be subject to performing their respective obligations under the Agreement pending resolution of the dispute.
- f) On default in payment, the Dealer irrevocably permits Norman or any person authorised by Norman in writing, to enter the Dealer's premises or the premises upon reasonable notice where Norman reasonably believes the Goods are held on your behalf without liability for trespass or any resulting damage.
- g) Notices must be in writing and be given personally to the other party by any one of the following methods:
 - i. Express Post or Registered Post with delivery confirmation; and / or
 - ii. Email with receipt confirmation

22. Termination

- a) Either party may terminate this Agreement at any time by notice to the other in writing.
- b) In the event that the Dealer terminates the Agreement, all amounts owing will become due and payable immediately and Norman is entitled to demand immediate payment.
- c) In the event that Norman terminates the Agreement, it will complete all Orders currently placed.

23. Severability

If it is held by any Court that any part of the Agreement is void, voidable or unenforceable, then that particular section is to be severed from the Agreement and will not affect the continued operation of the balance of the Agreement.

24. Jurisdiction

This Agreement is governed by the laws of the State of Queensland and the Dealer consents to the jurisdiction of the Courts of the State of Queensland in Brisbane.

25. Assignment

The Dealer may not assign this Agreement without the written consent of Norman.

26. Variation to the Trade Terms

- a) No waiver or relaxation of the terms of the Agreement by Norman constitutes a waiver or relaxation of Norman's rights, particularly with respect to any breach or recurring breach.
- b) Any variation to the terms of the Agreement:
 - i. By Norman may occur at any time without prior consultation with the Dealer and Norman will issue the Dealer with such revised Agreement without delay; and
 - ii. Requested by the Dealer must first be agreed upon with Norman, at which point both parties must agree to the variation in writing.