

NEW ZEALAND SUPPLIER PURCHASE ORDER

Order date: 28/05/2024
Last delivery date: 7/09/2024

Order number: SDNZ-P0014217
Version: 5
Date last change: 29/08/2024 12:00:00 AM

Seed Heritage (New Zealand)
C/o Grant Thornton New Zealand, Level 4, 152
Fanshawe Street, Auckland Central
AUCKLAND 1010
NZL

Order for

Hangzhou Gloria Import & Export Co Ltd
Building 11-A, Jingwei Creative Industry Park No
279 Shiqiao Rd
Hangzhou
CHN

Payment terms: 30 Days after Receipt
at Forwarder
Incoterms: FOB

Delivery to

NZ Replen DC (Apparel Line)
17 Rennie Drive,
Airport Oaks
AUCKLAND 2022
NZL

Freight method: Sea Freight

Style details

Style number: 2411082002
Description: Scallop Shell Top
Supplier style number:
Composition: 100% Linen
Construction: WOVEN
Customs description: LadiesWovenTop
Production coordinator: Natercia Gray
Administrator: Lauren Singarella

Colour	Pack code		Barcode/SKU		Qty	Pack/Loose	Pack size	Total	Unit price	Total (USD)
Black	SDPK-0073132		0102234352631		12	Pack	8	96	14.05	1,348.80
Size	06	08	10	12	14	16				
Quantity	1	2	2	1	1	1				
Black	SDPK-0073134		0102234352655		10	Pack	8	80	14.05	1,124.00
Size	06	08	10	12	14					
Quantity	1	2	2	2	1					
Black	SDPK-0073135		0102234352662		8	Pack	5	40	14.05	562.00
Size	08	10	12							
Quantity	1	3	1							
Nougat	SDPK-0073137		0102234352679		12	Pack	8	96	14.05	1,348.80
Size	06	08	10	12	14	16				
Quantity	1	2	2	1	1	1				
Nougat	SDPK-0073140		0102234352709		5	Pack	7	35	14.05	491.75
Size	06	08	10	12	14					
Quantity	1	2	2	1	1					
Nougat	SDPK-0073141		0102234352716		7	Pack	5	35	14.05	491.75
Size	08	10	12							
Quantity	2	1	2							
Whisper White	SDPK-0073143		0102234352723		7	Pack	8	56	14.05	786.80
Size	06	08	10	12	14	16				
Quantity	1	2	2	1	1	1				
Whisper White	SDPK-0073146		0102234352754		5	Pack	7	35	14.05	491.75
Size	06	08	10	12	14					
Quantity	1	2	2	1	1					
Whisper White	SDPK-0073147		0102234352761		5	Pack	5	25	14.05	351.25
Size	08	10	12							
Quantity	2	1	2							
							Total:	498		6,996.90

Colour	Barcode/SKU	Size	Qty
Black	9360156264697	06	22
Black	9360156264574	08	52
Black	9360156264659	10	68
Black	9360156264666	12	40
Black	9360156264673	14	22
Black	9360156264680	16	12
Nougat	9360156264734	06	17
Nougat	9360156264741	08	48
Nougat	9360156264758	10	41
Nougat	9360156264765	12	31
Nougat	9360156264772	14	17
Nougat	9360156264789	16	12
Whisper White	9360156264567	06	12
Whisper White	9360156264581	08	34
Whisper White	9360156264598	10	29
Whisper White	9360156264604	12	22
Whisper White	9360156264611	14	12
Whisper White	9360156264628	16	7

New Zealand

Consignee for New Zealand Order:

Seed Heritage New Zealand

C/o Grant Thornton New Zealand, Level 4, 152 Fanshawe Street, Auckland Central

AUCKLAND 1010

Notify Party for New Zealand Order

Seed Heritage New Zealand

Level 4, 425 St Kilda Rd

MELBOURNE VIC 3004

AUS

TERMS OF TRADE

Version: May 2021

Defined Terms

1. Expressions used in these terms and conditions have the following meanings:

- (a) "Contract" means the agreement for the sale and purchase of goods between the parties hereto;
- (b) "Goods" means the finished goods which are the subject of the Purchase Order and are to be produced or procured to be produced by the Seller and purchased by the Purchaser, or as the context may permit or require the services to be provided by the Seller to the Purchaser for the procurement of goods or otherwise;
- (c) "Operations Manual" means Code of Supplier Conduct forming part of the Purchaser's Operations Manual, a copy of which was given to the Supplier at the same time as this Contract. The Purchaser may update the Operations Manual at any time and the terms of the Operations Manual will be binding on the Supplier as amended. The Purchaser will make available to the Supplier a current form of the Operations Manual at all times;
- (d) "Purchase Order" means any and all orders for the sale and purchase of Goods and/or services placed by the Purchaser with the Seller from time to time;
- (e) "Purchaser" means:
 - i. if this Contract is for goods or services related to the trade of the Seed Heritage business in Australia –Steambrook Pty Ltd (ACN 114 765 703); and/or
 - ii. if this Contract is for goods or services related to the trade of the Seed Heritage business in Hong Kong – Landmark Concept Ltd; and/or
 - iii. if this Contract is for goods or services related to the trade of the Seed Heritage business in Singapore – Seed Heritage Singapore Pte Ltd (Company Number 201501169G); and/or
 - iv. if this Contract is for goods or services related to the trade of the Seed Heritage business in New Zealand – Seed Heritage New Zealand Pty Ltd (New Zealand Company Number 5586271) and/or
 - v. if this Contract is for goods or services related to the trade of the French Connection business – F. C. Australia Pty Ltd (ACN 081 217 165); and/or
 - vi. if this Contract is for goods or services related to the trade of the Allkinds business – Allkinds Pty Ltd (ACN 629 925 122);
 - vii. if this Contract is for goods or services related to the trade of the Commonry business – Commonry Pty Ltd (ACN 639 029 726);
 - viii. if this Contract is for goods or services related to the trade of the Emboss business – Laingmarshall Pty Ltd (ACN 648 619 470);
 - ix. if this Contract is for goods or services related to the trade of the Kikki.K business - Purplefountain Pty Ltd (ACN 646 764 927); and/or
 - x. if this Contract is for goods or services related to the trade of the Fine Day business – Roskill Flash Pty Ltd (ACN 648 619 756)

as the context may require, and may mean two or more of those entities who enter into this Contract jointly and severally. The parties acknowledge that the Purchaser may appoint an agent to act on its behalf in relation to this Contract, and that any such agent shall be entitled to exercise all of the rights of the Purchaser contained in this Contract. If the Purchaser appoints such an agent, the Seller must deal with that agent as if it were the Purchaser. The term 'Purchaser' extends to refer to any agent appointed by the Purchaser;

(f) "Seasonal Goods" means any Goods that are stated to be Seasonal Goods in a Purchase Order, being goods which are intended for sale in relation to a particular festival or purpose, and which are unlikely to be able to be resold or resold at the intended price after the time at which they were intended to be offered for sale; and

(g) "Seller" means the supplier/manufacturer of the Goods.

Seller's Obligations Generally

2. The Seller warrants and agrees that:

- (a) it will manufacture and provide the Goods to the Purchaser in a proper and professional manner, and precisely in accordance with the specifications set out in the Operations Manual;
- (b) if the Seller is to provide services other than the manufacture of goods, it will provide those services in a professional, competent and timely manner using only suitably qualified personnel, and in accordance with the terms set out in the Purchase Order or otherwise agreed between the parties;
- (c) it will manufacture and provide the Goods to the Purchaser precisely in accordance with the Purchase Order, and any other terms agreed to by the Purchaser and the Seller;
- (d) the Goods will match the samples reviewed by the Purchaser, but will incorporate any revisions to those samples requested by the Purchaser;
- (e) the Goods will be of high standards of quality and durability and will comply with all prevailing legal requirements of the country/ies in which the Goods are to be sold in relation to such standards;
- (f) the Goods will be free from all forms of defects including defects in design and workmanship;
- (g) the Goods will be in all respects fit for their intended purpose and for any other special purpose of which the Purchaser has given notice to the Seller and the Seller has accepted as possible for the Goods to be put to;
- (h) the construction, composition, packaging and labelling of the Goods will comply with all applicable legal requirements of the country/ies in which the Goods are to be sold;
- (i) it will manufacture the Goods in full compliance with the requirements of the Operations Manual, Product Safety Manual, Quality Assurance Manual, Labelling Manual and Point of Measurement Manual;
- (j) it will comply with the Purchaser's reasonable directions in relation to the Goods and this Contract;
- (k) without limiting the preceding subclause, in the event that the Purchaser recalls the Goods or a product that incorporates the Goods after having offered them for sale, the Seller will do everything the Purchaser requires of it to assist the Purchaser in that recall, and must comply with all of the Purchaser's requirements as a matter of the highest priority;
- (l) it will indemnify and keep indemnified the Purchaser from and against any cost, loss, expense, damage and/or liability suffered or incurred by the Purchaser (including the payment of any sum in settlement of a claim) as a result of the negligence or breach of this Contract by the Seller, including a breach of a warranty;
- (m) it will not without the Purchaser's prior written consent (which the Purchaser may withhold in its absolute discretion and may grant conditionally) assign, transfer or novate this Contract or any of its rights or obligations under it;
- (n) the Seller may only delegate or sub-contract to a third party any of its obligations under this Contract to the extent that such delegation or sub-contracting is necessary to complete a specific part of a Purchase Order that the Seller lacks the expertise or facilities to complete. If the Seller proposes to so delegate or sub-contract, the Seller must give the Purchaser prior notice of the nature of the delegation or sub-contracting together with the identity and contact details of the entity performing the relevant task and any details of that entity's reputation, financial standing, expertise or business practices that the Purchaser reasonably requires. For the avoidance of doubt, the Seller acknowledges that despite any delegation or sub-contracting of its obligations the Seller will remain at all times solely liable to the Purchaser for the due performance of the Seller's obligations under this Contract;
- (o) the Seller must only engage sub-contractors on the strict condition that those sub-contractors undertake and agree to comply with all of the obligations of the Seller set out in this Contract (including but not limited to obligations to allow the Purchaser or an independent auditor to audit their facilities and business operations) so far as they apply to the sub-contractors' activities;
- (p) the Seller must only use raw materials sourced from suppliers who warrant that all of the obligations of the Seller set out in this Contract (so far as they apply to the suppliers' activities) have been complied with in the production of those materials, and who agree to allow the Purchaser or an independent auditor to audit their facilities and business operations in the manner provided for in this clause 2;
- (q) it will take adequate steps to ensure that no cotton used in or comprising the raw materials it uses in manufacturing the Goods originated from Uzbekistan;
- (r) it will keep all particulars of this Contract, the Purchase Order and all other dealings and specifications in relation to the Goods strictly confidential, and will not disclose or allow to be disclosed any of those particulars without the prior written consent of the Purchaser (which the Purchaser may withhold in its absolute discretion);
- (s) it will promptly, fully and honestly respond to all the Purchaser's requests for information about its business (including business practices and associations) and/or the Goods, including giving copies of documents and any other items as may be necessary to comply with this obligation;

- (t) it will permit the Purchaser or an independent auditor who will supply a report to the Purchaser to conduct a full audit of the Seller's business operations and production facilities. The Seller must permit the Purchaser or auditor to enter the premises in which the Goods will be manufactured, assembled, stored and/or packed as well as any living quarters and/or other facilities the Seller makes available to its workers at any time, so that the Purchaser or auditor may inspect same, and will comply with all reasonable requests to provide the Purchaser or auditor with information, records and co-operation (including but in no way limited to providing employee wage records and employment contracts, access to employees for confidential interviews, and full details of sub-contractors and other suppliers involved in the manufacture of goods for the Purchaser). The Purchaser is not required to give any prior notice to the Seller of the Purchaser's intention to exercise its right of entry under this sub-clause;
- (u) in the case of ready-made Goods not designed by the Purchaser, the Seller warrants that it is the owner of all applicable intellectual property in the design to which the Goods are made;
- (v) if the Purchaser so elects, the Seller must manage and resolve any claim or enquiry made by any third party in relation to the Goods, including an intellectual property claim, in accordance with the Purchaser's directions (if any);
- (w) unless the Goods are a ready-made line that the Seller makes generally available to re-sellers, all applicable good will and intellectual property in the design to which the Goods are to be made remains vested solely in the Purchaser, and the Seller has a limited licence to manufacture the Goods specified in the applicable Purchase Order only, and is not entitled to deal with the design to which the Goods are made in any other way. Except for acceptable over-supplies in accordance with Operations Manual, the Seller must not produce or allow to be produced any more items than are specified in the Purchase Order that either wholly or substantially match the design to which the Goods are to be made. The Seller must do everything within its power to safeguard the design pertaining to the Goods, and must under no circumstances disclose that design to any third party or allow it to be seen by any third party;
- (x) with the exception of any Goods that are a ready-made line that the Seller makes generally available to re-sellers, the Seller must never sell any Goods or items substantially similar to the Goods to any entity other than the Purchaser, except for Rejected Goods in accordance with clause 10;
- (y) the Seller must provide the Purchaser with satisfactory proof of its compliance with any of its obligations under this Contract on request; and
- (z) the Seller must prominently display within each of its facilities so as to be readily visible to all of its employees a copy in each language of each of the following documents that the Purchaser provides to the Seller – this Contract, the Code of Conduct and the Worker Contact form.

Shipping and Delivery

3. The Seller must ensure the Goods are transported by a suitably competent and reputable shipping provider, and are packaged and shipped so as to prevent any degradation, damage or change to the Goods.
4. The Seller must ensure the Goods arrive at the shipping destination specified in the Purchase Order by at least the due date for delivery stated in the Purchase Order, and as a single shipment.
5. Ownership and risk in the Goods will remain the Seller's alone until the Purchaser has indicated that the Goods are acceptable to the Purchaser.

Unacceptable Goods

6. The parties agree that the Purchaser has the absolute right to reject any Goods in any of the following circumstances:
- (a) in the case of Seasonal Goods, if the Goods are not received by the end of the day stated as their due date for arrival in the Purchase Order;
- (b) in the case of all Goods other than Seasonal Goods, if the Goods are not received by the day which is 28 days after the date stated as their due date for arrival in the Purchase Order;
- (c) if the Goods or any part of a shipment does not comply with the requirements of this Contract in any respect, including (but not limited to) quality, design, format, colour, size, or material; and
- (d) if the Goods are of a different number from the number specified in the Purchase Order, other than in the case of an acceptable over/under supply in accordance with the Operations Manual.
7. If the Purchaser elects to reject any Goods shipped to it by the Seller, the Purchaser will give the Seller a notice stating that it rejects the whole or any part of a shipment of Goods and stipulating the reason for rejection. The Goods the subject of such notice are to be known herein as "Rejected Goods".
8. On receipt of a notice from the Purchaser of its rejection of any Goods, the Seller must promptly:
- (a) arrange at its sole expense for the collection and return of the Rejected Goods to it; and
- (b) compensate the Purchaser for all of the costs, losses and expenses incurred by the Purchaser as a result of Rejected Goods having been unacceptable. This obligation includes, but is not limited to, providing the Purchaser with reasonable compensation for the loss of profit the Purchaser will suffer as a result of not being able to sell the Rejected Goods.
9. The Seller must either entirely destroy or securely store any Rejected Goods, and must not allow any Rejected Goods to be seen, taken, used, photographed, reproduced or in other way dealt with. However the Seller may sell or dispose of Rejected Goods provided that both of the following conditions are met:
- (a) at least 18 months have passed since the date of the Purchaser's notice that the Rejected Goods were unacceptable; and
- (b) all parts of the Rejected Goods stating or capable of identifying the Purchaser's brand (eg "Seed/Seed Heritage", etc) have been removed from the Rejected Goods. This includes both obvious and concealed labels, including (but not limited to) all size labels, care labels, swing tickets and barcode stickers.
10. If any Rejected Goods are incapable of having all parts of them capable of identifying removed without causing damage that would render them unsaleable, those Rejected Goods must never be sold, and must be entirely destroyed by the Seller.

Payment Terms

11. The Seller must give the Purchaser a valid tax invoice for every payment the Purchaser is obliged to make to the Seller. All such tax invoices must comply with the payment terms set out in this Contract and all Australian laws and customs relating to taxation and accounting.
12. The parties agree that pricing and payment terms will be as follows:
- (a) unless otherwise agreed in writing, payment will be due no earlier than 60 days from the date on which the Goods are delivered to the Purchaser, provided that the relevant shipment does not contain Rejected Goods;
- (b) invoices in respect of shipments to Australia must be addressed to Steambrook Pty Ltd (ACN 114 765 703), and invoices in respect of shipments to Hong Kong must be addressed to Landmark Concept Ltd;
- (c) in compensation for the loss and expense the Purchaser will suffer if the Goods are delivered late, the purchase price payable will be reduced by 5% for every week that the Goods arrive later than the delivery date specified in the Purchase Order. The Seller agrees these reductions are a genuine pre-estimate of the loss the Purchaser will suffer if the Goods are delivered late;
- (d) the Purchaser may, in its sole discretion, elect to accept a shipment of Goods that are of a greater number than the acceptable over-supply limit specified in the Operations Manual. If the Purchaser chooses to accept those Goods, the purchase price for the Goods which are supplied in excess of that limit shall be nil (that is to say, the purchase price for the shipment will remain the agreed amount stated in the Purchase Order);
- (e) the Purchaser may, in its sole discretion, elect to accept a shipment of Goods that are fewer in number than the acceptable under-supply limit specified in the Operations Manual. If the Purchaser chooses to accept such a shipment the price payable for the Goods will be reduced so as to partially compensate the Purchaser for the short supply of the Goods. The total purchase price for the Goods will be reduced by the same percentage that total number shipped represents in relation to the total number ordered. For example, 1,000 units are ordered at a total cost of \$8,000.00. 800 units are provided, hence there is a 20% shortfall and the price for the shipment is reduced by 20% to \$6,400.00; and
- (f) the parties agree that the calculations of the prices for Goods pursuant to clauses 12(e) do not fully compensate the Purchaser for the losses the Purchaser is likely to suffer in the event that Goods are supplied in numbers outside acceptable under and oversupply limits, and are without prejudice to the Purchaser's other rights in respect of the under or over supply of the Goods in breach of these terms.

Entire Agreement

13. Subject to law and the provisions of any written documentation approved by the Purchaser, this Contract and the Purchase Order constitute the entire agreement between the parties in relation to anything connected with the subject matter of this Contract. The terms of this Contract can only be varied in writing by agreement of both parties.

Severability

14. If any provision or part of a provision of this Contract is found to be illegal in any applicable jurisdiction it will be read down to the extent necessary to negate the illegality in that jurisdiction but retain its meaning, or if reading down is not possible, will be severed from this Contract without affecting the validity of the remaining provisions.

Relationship

15. Nothing in this Contract constitutes a partnership, joint venture, agency or employment relationship between the Purchaser and the Seller.

Governing Law and Jurisdiction

16. This Contract is governed by, and is to be construed in accordance with, the laws of Victoria, Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria and any courts competent to hear appeals from them.