

**KILBY PARK TREE FARMS PTY LIMITED (ACN 134 851 764)
TERMS AND CONDITIONS FOR SALE OF GOODS AND/OR
SERVICES (COD)**

1. Application of Terms and Conditions

All new customers are required sign these terms and conditions and fill out a trade registration form to be eligible to purchase stock from Kilby Park Tree Farm. Only customers that are deemed genuine industry related customers will be able to obtain a wholesale price list and purchase stock at wholesale prices.

2. Payment

a. All orders are strictly COD Any accounts which remain unpaid outside our trading terms will attract a penalty interest at the rate prescribed by the Penalty Interest Rates Act (Vic). If a Debt Recovery Agency is instructed to recover outstanding monies added cost of collection will be incurred.

b. Kilby Park Tree Farm accepts the following forms of payment. CASH, Visa, Master Card, Debit Card, EFT Direct Deposit. Payments by cheque will only be accepted if the funds are cleared by Kilby Park's bank (3 working days) prior to delivery of the stock. For Direct Deposits a faxed copy of the lodgment receipt must be received by Kilby Park Tree Farm prior to dispatch of stock. Ownership of the goods purchased remains the property of Kilby Park Tree Farm until full payment is received in accordance with the terms listed. Cheque payments shall not be considered full payment until they have been cleared in the Kilby Park Tree Farm Bank Account.

3. Price

All prices quoted in the price list EXCLUDE GST and may change without notice. Prices do not include holding fees, delivery costs or maintenance charges.

4. Delivery

Kilby Park Tree Farm has a delivery service to Metropolitan Melbourne at a reasonable cost to the customer, prices may vary depending on the order size and delivery location. Please ensure that there is a point of contact at the delivery site. Upon delivery all responsibility for the stock shall pass to the purchaser. Deliveries can be organized outside the metro area and interstate. Prices are on application and will be passed onto the customer.

5. Hold Orders

Kilby Park Tree Farm will hold stock for one month (at no cost to the customer) from confirmation of order. After this period a holding fee of 5% of the invoice value will be charged as a maintenance fee. This fee is charged and due on the 1st of each calendar month or prior to dispatch (which ever comes first). Plants cannot be held until a full deposit has been received. When an order requires supply past one calendar month a deposit of 50% is required. Orders will be held for a maximum of three months. If an order is cancelled the deposit and maintenance fee is non refundable. This is to cover the loss of business due to an inability to supply other customers because stock was held (in good faith) pending a delivery which did not eventuate due to no fault of Kilby Park Tree Farm.

6. Guarantee

All stock is guaranteed to be true to name and of good health at the time of pick up or delivery. If the stock purchased does not meet these criteria a claim must be lodged immediately following receipt. Kilby Park Tree Farm will, at their discretion, replace the stock or refund the purchase price. No liability is accepted beyond the purchase of the stock. Plants are affected by numerous conditions beyond the control of Kilby Park Tree Farm. Including by not restricted to the following: watering, soil preparation, drainage, planting and handling procedures, mulching, insect damage, site suitability and weather. Therefore no guarantee can be offered in respect of plant growth or description and responsibility and liability for stock ends when it is received and accepted by the purchaser.

7. Claims

Claims due to shortages or damages in transit must be directed to the carrier upon delivery. No claim will be considered unless lodged within 24 hours of the receipt of stock.

8. Personal Property Security Act

The purchaser agrees and undertakes to do anything KPTF requires (such as obtaining consents and signing and producing documents) in connection with the registration of this document or any other document on any register established pursuant to the Personal Property Securities Act 2009 (Cth) as amended from time to time (the "PPSA"). In the event the purchaser neglects or fails to deliver such document(s), the purchaser hereby appoints KPTF to be the purchaser's lawful attorney for the purpose of executing and registering such document(s). The purchaser agrees and acknowledges that:

- a. these terms and conditions constitute a security agreement for the purposes of section 20 of the PPSA and that a security interest exists in all goods (and their proceeds) previously supplied by KPTF to the purchaser pursuant to this Agreement and in all future goods (and their proceeds) including commingled goods;
- b. where the purchaser is paid in respect of the goods so delivered, the purchaser must, as KPTF's fiduciary, keep any such proceeds in a separate account and account to KPTF in respect of those proceeds;
- c. the purchaser contracts out of and waives its rights under the following provisions of Chapter 4 of the PPSA:
 - (i) receive a notice of intention of removal of accession (section 95);
 - (ii) to receive a notice that KPTF decides to enforce its security interest in accordance with land law (section 118);
 - (iii) to receive notice on enforcement of security interests in liquid assets (section 120);
 - (iv) to receive a notice of enforcement action against liquid assets (section 121(4));
 - (v) to receive a notice to seize collateral (section 123);
 - (vi) to receive notice on enforcement of security interests in liquid assets (section 125);
 - (vii) to receive a notice of disposal of goods by KPTF purchasing the goods (section 129);
 - (viii) to receive a notice to dispose of goods (section 130);
 - (ix) to receive a statement of account following disposal of goods (section 132(2));
 - (x) to receive a statement of account if no disposal of goods for each 6 month period (section 132(4));
 - (xi) to receive notice for KPTF to retain goods (section 134(2));
 - (xii) to receive notice of any proposal of KPTF to retain goods (section 135(2));
 - (xiii) to object to any proposal of KPTF to either retain or dispose of goods (section 137(2));
 - (xiv) to redeem the goods (section 142);
 - (xv) to reinstate the security agreement (section 143); and
 - (xvi) to receive a notice of any verification statement (see section 157(1) and section 157(3)).
- d. Where KPTF has rights in addition to those under Chapter 4 of the PPSA, those rights will continue to apply.
- e. Until ownership of the goods passes, the purchaser must not give KPTF a written demand or allow any other person to give KPTF a written demand requiring KPTF to register a financing change statement under the PPSA or enter into or allow any other person to enter into the register of personal property securities a financing change statement under the Act.
- f. It has received value as at the date of first delivery of the goods and has not agreed to postpone the time for attachment of the security interest (as defined in the Act) granted to KPTF under these terms and conditions.
- g. The purchaser irrevocably grants to KPTF the right to enter upon the purchaser's property or premises, without notice, and without being in any way liable to the purchaser or to any third party, if KPTF has caused to exercise any of KPTF's rights under section 123 and/or 128 of the Act, and the purchaser agrees to indemnify KPTF, its officers, employees, servants, agents contractors, successors, heirs and assignees from any claims made by any third party as a result of KPTF exercising such right.
 - (v) the goods must not have been used or exhibited, in the opinion of a KPTF Manager. Any evidence of use the goods must be accompanied by the original KPTF invoice under which they were purchased by the purchaser. In the case where the refund relates to a claim for incorrect invoicing, the claim must be accompanied by the original invoice which evidences the incorrect pricing. In all cases the final judgment as to whether a claim for a refund should be allowed rests with the sole discretion of the KPTF Manager or Director.

The party named below acknowledges that the document contained herein forms the Agreement for the Sale of Goods and/or Services.

The purchaser acknowledges and warrants that he/she/it has full power to enter into this Agreement and do things required by it.

The purchaser acknowledges and warrants that the person signing this Agreement on behalf of the purchaser has full power and authority to sign this Agreement on behalf of the purchaser and is duly authorized to do so.

The party named below further acknowledges that they have read and understood the contents of the document contain herein, the Terms and Conditions for the Sale of Goods and/or Services.

Signed for and on behalf of the Purchaser:

Company Name

ACN

Representative Signature

Representative name (Print)

Date

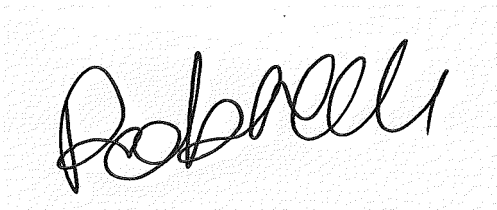
by its authorized Representative in the presence of

Witness Signature

Witness name (Print)

Notes: This Agreement must be signed by a representative authorized by the corporation. Any authority must be in writing and signed by your chief executive officer or managing director. If we request, you must give us a copy of any authority.

Signed for and on behalf of KPTF

A handwritten signature in black ink on a light blue textured background. The signature is cursive and appears to read "Robert Hall".

KPTF Representative Signature

Robert Hall

Representative name (Print)