

General Terms and Conditions

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In consideration of Marlau Nominees Pty Ltd (ACN 056 365 327) and/or Tambavale (QLD) Pty Ltd (ACN 109 550 218) including, but not limited to any subsidiary or associated entity and as trustee of any trust from time to time, and any other entity acquired or incorporated by or through the foregoing ("**Paramount**") providing commercial credit facilities to the business operated by party completing the application, and any subsidiary, associated entity or other person nominated by that party ("**the Customer**") of which these General Terms and Conditions of Sale and Supply form part; the Customer acknowledges and agrees that the following applies to and forms part of any contract for the supply of Goods by Paramount and that these General Terms and Conditions take precedence over any terms and conditions which may be contained in any document provided by the Customer.

These terms and conditions, including any provision of credit, credit facilities and/or credit limits set by Paramount, are binding on the Customer, and may be amended or superseded from time to time by notice given by Paramount by any means. These General Terms may only be amended with Paramount's express written agreement.

1. Payment:

The Customer must pay for all purchases on or before the due date shown on the invoice (which unless otherwise stated is 7 days from the date on which the invoice is generated), or within any alternative credit period granted in writing by Paramount. Amounts payable by the Customer under these Terms must be paid in full without deduction, retention or set-off of any kind and for any reason.

2. Interest and Administration fee:

Paramount is entitled to charge the Customer:

(a) interest on amounts not paid within the credit period specified by Paramount at a rate equivalent to 3% p.a. above the annual business overdraft interest rate of its principal banker, as determined and calculated by Paramount, in its discretion; and

(b) if any account remains unpaid at the end of the second month after the invoice is generated, an immediate amount being the greater of \$20.00 or 10.0% of the amount overdue for administration fees, which sum shall become immediately due and payable. The Customer acknowledges that this fee is a genuine pre-estimate by Paramount of the loss, costs and expenses which shall be incurred by reason of the Customer's default in payment and the recovery thereof.

3. GST:

Each amount payable by the Customer under these Terms in respect of a Taxable Supply by Paramount is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999 (Cth).

4. Withdrawal or Variation of Credit:

Paramount may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer. Where the Customer completes a further Application for Commercial Credit, that Application will not be in derogation of but in addition to any previous general credit terms existing except as notified by Paramount (or any of its related entities, subsidiaries and assigns and as Trustee of any Trust) in writing.

5. Charge over Customer's Property:

As security for payment to Paramount of all moneys payable by the Customer and for the Customer's obligations generally under these Terms, the Customer charges in favour of Paramount the whole of the Customer's undertaking, property and assets (including without limitation all of the Customer's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Customer irrevocably appoints each Officer as the Customer's attorney to do all things necessary to create and register each such charge. Upon demand by Paramount, the Customer agrees to immediately execute a mortgage or other instrument in terms satisfactory to Paramount to further secure payment of the money payable by the Customer. If the Customer fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Customer acknowledges that Paramount may execute such mortgage or other instrument as the Customer's attorney pursuant to the appointment of Paramount as the Customer's attorney set out in these Terms.

6. Suspension or Ceasing of Supply:

(a) Paramount may in Paramount's complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products to the Customer or amend these Terms.

(b) Without limiting clause 6(a), if an Event of Default occurs, Paramount may, without prejudice to Paramount's other rights, call up moneys owed to Paramount by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits and other costs arising from the Event of Default and/or take immediate possession of any Products for which payment remains outstanding.

7. Liability of Paramount:

Paramount will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by Paramount, its employees, contractors or agents.

8. Certification:

A statement signed by an Officer certifying the amount of any moneys payable by the Customer, or identifying any products and services, as being "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.

9. Notification of Change of Details:

The Customer will provide written notice to Paramount of any change in the Customer's structure or management, including any change of director, shareholder, partnership, trusteeship or address within 7 days of the change.

10. Continuing Guarantee:

All guarantees under or related to these Terms will be continuing guarantees and will terminate only with Paramount's written agreement.

11. Set-Off:

Paramount may at any time set-off amounts owed by Paramount to the Customer against amounts owed by the Customer to Paramount.

12. Property:

(a) Where Products are to be supplied by way of sale, property in the Products shall not pass until the Customer has paid all money owing to Paramount in full. Risk in the Products passes to the Customer at the time of delivery.

(b) The Customer holds the Products as fiduciary bailee and agent for Paramount and must keep the Products physically separate from all other goods of the Customer, and clearly identified as owned by Paramount until payment of all moneys owed by the Customer to Paramount. If an Event of Default occurs, then without prejudice to Paramount's other rights, Paramount may, without notice to the Customer enter any premises occupied by the Customer or any other place where the Products may be and recover possession of the Products.

(c) If the Customer sells any of the Products supplied while money is owed to Paramount, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds.

(d) If the Products are resold, or goods and/or services using the Products are produced and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for Paramount. Such part of the book debts

and proceeds will be deemed to equal in dollar terms the amount owed by the Customer to Paramount at the time of the receipt of such book debts. The Customer must not assign or grant a security interest in respect of such book debts without Paramount's prior written consent.

13. Personal Property Securities Act (Cth) 2009 ("PPSA"):

"Financing statement", "financing change statement", "security interest", "purchase money security interest", "attached", "attachment", "perfected", "accession", "commingled" and all related terms have the meaning given to them by the PPSA.

(a) In consideration of Paramount supplying the Products to the Customer at the request of the Customer, the Customer by signing these Terms:

(i) grants to Paramount a "Purchase Money Security Interest" ("PMSI") in all Products supplied by Paramount to the Customer from time to time as security for payment of the purchase price of the Products;

(ii) grants to Paramount a "Security Interest" ("SI") in all of its present and after-acquired property and in all of its present and future rights in relation to any personal property (as defined in the PPSA) from time to time as security for payment of any amount owed by the Customer to Paramount and as security for the performance by the Customer of the obligations set out in these Term

(iii) agrees that any Products or proceeds of sale of the Products coming into existence after the date of these Terms will come into existence subject to the PMSI and SI granted herein and these Terms without the need for any further action or agreement by any party;

(iv) acknowledges that the Customer has received valuable consideration from Paramount and agrees that it is sufficient; and

(v) agrees that the PMSI and SI has attached to all Products supplied now or in the future by Paramount to the Customer and that the attachment of the PMSI has in no way been deferred or postponed.

(b) Paramount reserves the right to register a financing statement in the Personal Properties Securities Register to perfect the PMSI and/or SI created under these Terms.

(c) The costs of registering a financing statement or a financing change statement can be charged to the Customer by Paramount at Paramount's complete discretion, and may, where applicable, be charged to the customer's credit account with Paramount.

(d) The Customer must promptly, on request by Paramount, execute all documents and do anything else reasonably required by Paramount to ensure that the PMSI and SI created under these Terms constitutes a perfected security interest.

(e) The Customer must not agree to allow any person to register a financing statement over any of the Products in which Paramount has any PMSI and/or SI without the prior

written consent of Paramount and will immediately notify Paramount if the Customer becomes aware of any person or entity taking steps to register a financing statement in relation to any such Products.

(f) The Customer must not allow the Products to become accessions or commingled with other goods unless Paramount has first perfected any PMSI or SI that Paramount has in relation to the Products.

(g) If Paramount perfects any PMSI and/or SI that Paramount has in relation to the Products, the Customer must not do anything that results in Paramount having less than the security or priority granted by the PPSA that Paramount assumed at the time of perfection, subject only to the rights of a mortgagee pursuant to a registered mortgage.

(h) The Customer irrevocably grants to Paramount the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if Paramount has cause to exercise any of Paramount's rights under Chapter 4 of the PPSA, and the Customer will indemnify Paramount for any claims made by any third party as a result of such exercise.

(i) The Customer acknowledges and agrees that:

(i) nothing in sections 125, 132(3)(d), 142 and 143 of the PPSA will apply to these Terms; and

(ii) the Security Agreement created by these Terms may only be reinstated on the terms considered appropriate by Paramount at its complete discretion.

(j) The Customer acknowledges and agrees that to the full extent permitted by law and mentioned below, the following provisions of the PPSA will not apply to the enforcement of any PMSI and SI created under these Terms, and the Customer waives its right to:

(i) not have goods damaged or be inconvenienced any more than necessarily incidental if Paramount removes an accession under s.92 PPSA;

(ii) to receive notice of any intention to remove an accession under s.95(1)(a);

(iii) to apply to the Court for an order postponing the removal of the "accession" or to determine the amount payable to Paramount for the retention of the accession under s.97 PPSA;

(iv) to receive notice of a decision to enforce the security interest in personal property in the same way as an interest in land which secures the same obligation under s.118(1)(b)(i) PPSA;

(v) to receive notice of the enforcement of liquid assets under s.121(4) PPSA;

(vi) to receive notice of any proposal to dispose of collateral under s.130(1)(a) PPSA;

(vii) to receive a Statement of Account if no disposal under s.132(4) PPSA;

(viii) to receive notice of any proposal to retain collateral under s.135(1)(a) PPSA; and

(ix) to receive notice of a verification statement in relation to any registration event (including registration of a financing statement or a financing change statement) relating to the PMSI and SI created under these Terms under s.157 PPSA.

14. Effect of Other Terms:

These terms are supplemented by any wholesale supply terms agreed between the Customer and Paramount from time to time (as may be amended) and are in no way affected or amended by any other express or implied terms. No terms of the Customer apply to any agreement between the Customer and Paramount.

15. Expenses:

The Customer must pay to Paramount any costs, charges, expenses (including all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt), tax, duty or levy made at any time by any local, State or Commonwealth government incurred by Paramount in connection with the Products and/or entry into these Terms, the exercise or attempted exercise of any power, right or remedy under these Terms and/or the failure of the Customer to comply with these Terms.

16. Service of Notices and Documents:

All notices or documents required to be given to Paramount for the purposes of the PPSA must be given in accordance with the PPSA. Any notices or documents required to be given by Paramount to the Customer for the purposes of the PPSA or for any other purposes will be effectively 'given', 'served' and 'delivered' if sent by Paramount to the Customer by pre-paid ordinary post to any one of the following addresses:

- (a) the last address for the Customer known to Paramount;
- (b) if the Customer is a Company, the registered office or principal place of business; or
- (c) if the Customer trades under a registered business name, any address contained on a current business extract for that business name.

17. Transactions:

The Customer will be liable for all transactions and expenses involving the Customer's credit account including any fraudulent use of the account by the Customer or any person authorised by the Customer to use the account or the Customer's employees, agents or contractors. The Customer will also be liable for any fraudulent use of the Customer's credit account which is directly or indirectly caused or contributed to by the Customer's negligence.

18. Application of Moneys Received:

If Paramount receives or recovers money in respect of a debt of the Customer, Paramount may use the money to pay off whichever debt or part of a debt Paramount chooses and is not compelled to apply the money as directed by the Customer or any other person.

19. Indemnity:

The Customer will indemnify Paramount in relation to any direct or indirect loss, liability or damage suffered by Paramount or any other person as a result of the Customer's negligence or breach of these Terms.

20. Inspection:

The Customer must inspect all Products upon delivery to the Customer or its nominated agent and notify Paramount within 24 hours of any defects or failure to fulfil any order otherwise the Products will be deemed to have been delivered in good condition and as ordered by the Customer.

21. Liquor Licensing Obligations & Warranties:

The Customer warrants that for every order placed with Paramount for liquor products ("Liquor Products") that it holds a valid, current, unrestricted licence to order, purchase, sell and distribute Liquor Products in the conduct of its business under and in accordance with all applicable laws.

22. Trusts:

These Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.

23. Joint and Several:

If the Customer consists of more than one person, the obligations of each person are joint and several.

24. Severance:

Each clause, subclause and part of these Terms is separate and independent. If any clause or subclause or part is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.

25. Waiver:

Any waiver by Paramount must be in writing signed by Paramount. If Paramount elects not to exercise any rights arising in connection with these Terms, such election will not constitute a waiver of any rights relating to any other breach of these Terms.

26. Amendments:

These Terms may only be amended with Paramount's express written agreement.

27. Assignment:

The Customer may not assign any agreement under these Terms without Paramount's prior written consent.

28. Application of Laws:

These Terms are governed by the laws of the state as determined by Paramount in its sole discretion. The Customer submits to and consents to the laws of the state (as determined by Paramount in its sole discretion), and the central courts of that state as having jurisdiction over these Terms.

29. Definitions & interpretation:

In these Terms unless the context requires otherwise:

- (a) "**Credit-related information**" includes "credit information", "credit reporting information", "credit eligibility information" and/or "regulated information" (as the context permits) within the meaning of those terms in the Privacy Act;
- (b) "**Customer**" means the customer whose details appear in the Application for Commercial Credit and the Customer's subsidiaries, holding companies and other related entities;
- (c) "**Event of Default**" means any of the following events:
 - (i) the Customer fails to pay for any Products in accordance with these Terms and/or the Customer otherwise breaches these Terms;
 - (ii) if the Customer is in breach of any obligations under the Trading Terms and/or any other agreement between the Customer and Paramount;
 - (iii) the Customer ceases or threatens to cease carrying on business;
 - (iv) if the Customer is a company: an order is made or a resolution is effectively passed for winding up of the Customer, or the Customer goes into liquidation, or the Customer stops payment or is deemed unable to pay the Customer's debts within the meaning of the Corporations Act 2001 (Cth); if the Customer is a natural person: an order is made for the Customer's bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs
- (d) "**Officer**" means each director, secretary, credit manager and authorised representative of Paramount;
- (e) "**Privacy Act**" means the Privacy Act 1988 (Cth) as amended from time to time; and
- (f) "**Products**" includes all products and services supplied by Paramount to the Customer.

30. Interpretation:

(a) In these Terms, unless the context requires otherwise, all references to a party include the party's successors and permitted assigns

(b) No provision of these Terms will be construed adversely against a party solely because the party was responsible for drafting the provision.

31. Website Accounts, Credentials and Passwords:

(a) The Customer must ensure that any account or login credentials issued to, or created by, the Customer or any person authorised by the Customer are kept secure and confidential, are not disclosed to or used by any unauthorised person, and are used in accordance with Paramount's password and authentication requirements as notified from time to time.

(b) The Customer must immediately notify Paramount if the Customer becomes aware of, or reasonably suspects, any compromise, loss or unauthorised use of its credentials or account.

(c) Paramount may at any time require a user to reset or update a password, or to use additional authentication (including a one-time passcode or multi-factor authentication), before permitting access to Paramount's website, an account or any particular functionality.

(d) Paramount may reset credentials, or suspend, restrict or end access to the website or an account, where Paramount considers it reasonably necessary to protect the security or integrity of the website, Paramount's systems, the Customer's account or other users, or where Paramount reasonably suspects unauthorised use, a breach of these Terms or a breach of any law.

(e) Clause 17 applies to all transactions and expenses arising from use of the Customer's credentials or account, whether or not that use was authorised by the Customer.

DECLARATION FOR THE NATIONAL CONSUMER CREDIT CODE:

I/We (including all owners/directors) declare that the credit to be provided to me/us by Paramount is to be applied wholly or predominantly for:

- business and/or investment purposes;
- other than investment in residential property.

IMPORTANT

You should only sign this declaration if this loan is wholly or predominantly for:

- Business purposes; or
- Investment purposes other than investment in residential property.

By signing this declaration, you may lose your protection under the National Credit Code.

By signing this application, I/we (including all owners directors) declare that the credit to be provided to me/us by Paramount is to be applied wholly or predominantly for business purposes or investment purposes other than investment in residential property. I/We acknowledge that by signing this declaration I/we may lose protection under the National Credit Code

CREDIT REPORTING AND STATEMENT OF NOTIFIABLE MATTERS

Paramount's Credit Reporting Policy, incorporating its Statement of Notifiable Matters together with the consents and authorisations given by the customer and/or its owners/directors upon completing this application are published at www.paramountliquor.com.au. Copies can also be obtained by contacting Paramount's Privacy Officer on (03) 9034 9621.

Privacy and Collection Notice

Paramount's Privacy Policy, incorporating its Collection Notice and Acknowledgement pursuant to the Privacy Act 1988 (APP 5) is published at www.paramountliquor.com.au. Copies can also be obtained by contacting Paramount's Privacy Officer on (03) 9034 9621.