IMMIJ - HORTICULTURAL TERMS AND CONDITIONS

1. DEFINITIONS & INTERPRETATIONS
   The following definition apply to these Terms and Conditions
   1.1. Commencement Date means the date specified in Schedule A;
   1.2. Insolvency Event, in relation to a Party, means any of the following events:
         (a) the Party ceases to (or is unable to) pay its creditors (or any class) in the
             ordinary course of business, or announces its intention to do so;
         (b) a receiver, receiver and manager, administrator, liquidator or similar
             officer is appointed to that Party or any of its assets;
         (c) such Party enters into, or resolves to enter into, a scheme or arrangement,
             compromise or composition with any class of creditors;
         (d) a resolution is passed or an application to a court is taken for the winding
             up, dissolution or administration of that Party; or
         (e) anything having a substantially similar effect to any of the events specified
             above happens under the law of any applicable jurisdiction;
   1.3. IMMIJ means IMMIJ Pty Ltd, ABN 37 128 750 247 and/or IMMIJ (NSW) Pty Ltd,
         ABN 46 136 867 751;
   1.4. Intellectual Property means the rights comprised in any patent, copyright,
         design, trade mark, eligible layout or similar right whether at common law or
         conferred by statute, rights to apply for registration under a statute in respect of
         those or like rights and rights to protect trade secrets, knowhow or confidential
         information throughout the world for the full period of the rights and all
         renewals and extensions;
   1.5. Goods means the final goods produced by IMMIJ by completing an order;
   1.6. Parties means IMMIJ and the Customer and Party means either of them;
   1.7. Royalties are set out in Schedule A and are exclusive of GST, and
   1.8. Terms of Trade means IMMIJ’s General Terms and Conditions of Trade.

2. INTERPRETATION
   In these terms and conditions, unless the context otherwise requires:
   2.1. headings do not affect interpretation;
   2.2. singular includes plural and plural includes singular;
   2.3. words of one gender include any gender;
   2.4. reference to legislation includes any amendment to it, any legislation substituted
         for it, and any subordinate legislation made under it;
   2.5. reference to a person includes a corporation, joint venture, association,
         government body, firm and any other entity;
   2.6. reference to a party includes party’s personal representatives, successors and
         permitted assigns; reference to a thing (incl. a right) includes a part of it;
   2.7. if a party comprises two or more persons:
         (a) reference to a party means each of the persons individually and any two
             or more of them jointly;
         (b) a promise by that party binds each of them individually and all of them
             jointly;
         (c) a right given to that party is given to each of them individually;
         (d) a representation, warranty or undertaking by that party is made by each of
             them individually;
         (e) a provision must be read down to the extent necessary to be valid. If it cannot
             be read down to that extent, it must be severed;
         (f) if a thing is to be done on a day which is not a business day, it must be done on
             the business day before that day; and
   2.10. an expression defined in the Corporations Act 2001 has the meaning given by
         the act at the date of these terms and conditions.

3. USE OF INTELLECTUAL PROPERTY
   3.1. The Customer authorises IMMIJ to use its Intellectual Property to manufacture and
         supply Goods and indemnifies IMMIJ against any infringement associated with the
         use by IMMIJ of the Intellectual Property.
   3.2. IMMIJ will collect royalties on the Goods on behalf of the Customer, if applicable,
         and will pay the Customer as at intervals specified in the order for the royalties
         from Goods sold. The royalty amount to be collected and recipient details for
         payments are provided in Schedule A.

4. CUSTOMER’S OBLIGATIONS
   4.1. IMMIJ will manufacture, hold and supply these Goods in accordance with the
         Schedule on behalf of the Customer.
   5. CUSTOMER’S OBLIGATIONS
   5.1. The Customer must provide an estimate of anticipated sales and recommend print
         quantities and minimum stock holdings to IMMIJ.
   5.2. The Customer has an obligation to provide accurate estimates of minimum sales,
         quantities and stock holdings to IMMIJ in order to avoid over-stocking by IMMIJ ,
         on the one hand, or the need for back orders, on the other hand.

6. ORDERS
   6.1. All Goods sold by IMMIJ are sold and supplied on these terms and conditions and
         Terms of trade. At the least, an order for the sale of Goods must identify the
         Goods ordered, the quantity required and refer to any current written quotation
         issued by IMMIJ to the Customer pursuant to which the order is made.
   6.2. IMMIJ may supply Goods that vary from those ordered by the Customer and, the
         Customer agrees to accept the Goods so supplied, provided that such variations are
         not material.
   6.3. The Customer may not make a change to, or cancel, an order it has placed with
         IMMIJ without IMMIJ’s written consent. If the Customer cancels an order or refuses to
         accept all or any of the Goods subject to an order other than in circumstances
         permitted by these terms and conditions, the Customer will be liable for any resulting
         damage or loss suffered by IMMIJ. If the Goods have been or are in the process of
         being manufactured or produced specifically for the Customer, the Customer will
         pay to IMMIJ as liquidated damages being the full price of the Goods ordered and any
         costs incurred by IMMIJ (including any GST) less the current scrap value of the
         Goods as determined by IMMIJ.

7. DELIVERY OF EXCESS STOCK
   7.1. If the Goods have not been used over a 6 month period from when the Goods are
         available, then IMMIJ has the right to deliver and invoice the Customer for the
         stock of these remaining Goods.
   7.2. If this excess stock is invoiced, then this stock must be paid for within normal
         trading terms and the amount invoiced will exclude any royalty.

8. ROYALTY COLLECTIONS AND DISTRIBUTION
   8.1. IMMIJ will collect royalties on the Goods on behalf of the Customer, if applicable,
         and will pay the Customer as at intervals specified in the order for the royalties
         from Goods sold. The royalty amount to be collected and recipient details for
         payments are provided in Schedule A.
   8.2. Royalty payments will be made by EFT to the parties advised in Schedule A.
   8.3. Royalty only becomes due and payable upon IMMIJ receiving full payments for
         the Goods.
   8.4. For overpaid royalties due to returns in a subsequent period, the Customer
         authorises IMMIJ to deduct this amount from the next royalty payment.

9. DEFAULT
   9.1. The default and termination provisions of IMMIJ’s General Trading Terms and
         Conditions apply to these terms and conditions.
   10. INDEMNITY
   10.1. The Customer indemnifies IMMIJ in respect of any claims or actions against, and
         costs, expenses and other liabilities incurred by IMMIJ in relation to the removal,
         repossession and sale of Goods pursuant to these terms and conditions and/or
         Terms of Trade, including without limitation, any claims brought by third parties.
   10.2. If:
         (a) IMMIJ retains possession or control of the Goods;
         (b) payment of the price of those Goods is due to the Customer to IMMIJ; and
         (c) IMMIJ have made demand in writing to the Customer for payment of the
             price of those Goods and IMMIJ have not received payment of those Goods,
             then (without limiting any provision of these terms and conditions), regardless
             whether the title in such Goods has passed to the Customer, IMMIJ may dispose of
             those Goods and claim from the Customer for any loss incurred by IMMIJ on such
             disposal. If the arrangements provided under this clause constitute a credit
             contract as defined in the National Credit Code, the time for payment of any
             overdue account is limited to a total period of not more than 62 days from the date
             of IMMIJ’s invoice. Nothing in this clause imposes an obligation on IMMIJ to
             extend its payment terms to the Customer.

11. CONFIDENTIALITY
   11.1. Each Party must keep confidential the terms of these terms and conditions and all
         royalty information and must not disclose it at all unless otherwise required to be
         disclosed by law.

12. NOTICE OF RESTRICTIONS ON GOODS
   12.1. If any Good has restrictions on its use, then the Customer must advise IMMIJ of
         the restrictions.

13. WITHHOLDING OF SUPPLY
   13.1. IMMIJ reserves the right to withhold supply of the Goods to a Customer, if the
         Customer’s account with IMMIJ has not been paid within its trading terms, or their
         credit worthiness is unacceptable in IMMIJ’s opinion.

14. IMMIJ NOT LIABLE FOR LOSS
   14.1. IMMIJ is not liable for any loss caused to the Customer by short-fall of stock, or
         by delay in production caused by an order for additional Goods due to the
         Customer not sufficiently fulfilling its obligations pursuant to these terms and
         conditions.

15. DURATION AND TERMINATION
   15.1. These terms and conditions continues until IMMIJ gives the Customer notice of
         termination in writing after expiration of 5 days from the date of the notice of
         termination or as per quote provided at the same time as these terms and
         conditions.
   15.2. Notification can be given by either Party for the following reasons:
         (a) by either Party breaching its obligations under these terms and conditions
             and the breach not being rectified within 30 days of written notice provided
             by the other Party;
         (b) by either Party undergoing an Insolvency Event; or
         (c) by mutual agreement.

16. FOLLOWING TERMINATION
   16.1. Following termination, all Goods remaining with IMMIJ will be delivered to the
         Customer and invoiced (without a royalty component) within 30 days of
         termination and are to be paid within IMMIJ’s trading Terms and Conditions. Any
         outstanding royalties owing to the Customer from IMMIJ will continue to be paid
         in accordance with these terms and conditions.

17. TERMS OF TRADE
   17.1. Terms of Trade form part of these terms and conditions. In the event of any
         inconsistency between these terms and conditions and the Terms of Trade, these
         terms and conditions prevail to the extent of inconsistency.

18. COUNTERPARTS
   18.1. These terms and conditions may be executed in any number of counterparts,
         including by a facsimile. Together all counterparts make up one document.

19. GOVERNING LAW
   19.1. These terms and conditions is governed by the law of Victoria and the parties
         irrevocably submit to the exclusive jurisdiction of the courts of Victoria and
         the division of the Federal Court of Australia in that jurisdiction, and the courts of
         appeal from them.

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