



LIGNO AUSTRALIA PTY LTD

GENERAL TERMS & CONDITIONS OF SALE (FOR QUOTES & PURCHASE ORDERS)

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These Terms apply to all Quotes and sales by Ligno Australia ("Seller") of products ("Product") to any customer ("Buyer") unless a separate written agreement signed by both parties states otherwise.

1. Definitions

Buyer means the entity purchasing Product. Quote means Seller's written commercial offer (including any special conditions). PO means Buyer's purchase order. Contract means the binding agreement formed under clause 3 comprising (in order of precedence) the Quote (including special conditions), these Terms, and the PO solely to the extent accepted by Seller.

2. Precedence & Buyer Terms

2.1 In any inconsistency, the Quote prevails over these Terms; these Terms prevail over any Buyer terms (including those on a PO or portal).

2.2 Any additional or different terms proposed by Buyer are rejected and have no effect unless expressly accepted in writing by Seller.

3. Formation of Contract

3.1 A Quote is an invitation to treat, valid for the period stated on the Quote (or 30 days if none) and subject to availability.

3.2 A Contract is formed only when Seller issues a written order acknowledgement or dispatches the Product.

3.3 Buyer warrants that the PO matches the Quote (product, specification, quantity, delivery term, price, dates). Seller may correct clerical errors without liability.

4. Product, Specification & Documents

4.1 Product will conform to Seller's applicable technical data sheet ("Specification") in force at the time of shipment unless otherwise agreed in the Quote.

4.2 Seller will supply standard safety and shipping documents with each shipment, including Safety Data Sheet (SDS) and, where applicable, Certificate of Analysis (COA).

4.3 Packaging and labelling will be Seller's standard unless the Quote states otherwise.

5. Delivery, Risk & Title

5.1 Delivery is per the Incoterm® 2020 stated on the Quote. If none is stated, delivery is FCA Seller's nominated facility (Incoterms® 2020).

5.2 Risk passes in accordance with the agreed Incoterm.

5.3 Retention of Title. Title remains with Seller until Seller has received full payment in cleared funds for the relevant shipment. Until then, Buyer must (a) store Product separately and identify it as Seller's property; (b) not encumber or dispose of it; (c) insure it for full replacement value; and (d) permit Seller to enter Buyer's premises to recover Product on non-payment, insolvency or material breach. Where applicable, Buyer consents to Seller registering a security interest (including under the PPSA or equivalent regime) and will execute all documents reasonably required to perfect that interest.

6. Lead Times & Delays

6.1 Shipment dates are estimates. Seller will use reasonable efforts to meet agreed ETD/ETA but is not liable for delays caused by events beyond its reasonable control.

6.2 Each party will promptly notify the other of any anticipated delay and mitigate impacts.

7. Price & Taxes

7.1 The price is as stated in the Quote and applies only to the delivery term therein.

7.2 Prices are in AUD unless the Quote states otherwise and exclude GST/VAT and other taxes, duties, tariffs, port and handling charges, which are for the account of the party responsible under the agreed Incoterm.

7.3 If Buyer requests changes (e.g., expedited freight, special packaging), any additional costs approved by Buyer will be invoiced to Buyer.

8. Payment Terms

8.1 Payment terms are as stated on the Quote. If none are stated, payment is: (i) prepayment for the first two full-container loads (FCLs); thereafter (ii) Net 30 days from delivery, subject to approved credit.

8.2 Overdue amounts accrue interest at the lesser of 1% per month or the maximum permitted by law and may result in suspension of further deliveries.

8.3 Buyer may not set off or withhold any amount due to Seller, except to the extent required by law or agreed in writing.

8.4 All payments are to Seller's nominated account in the currency stated on the Quote. Bank fees are borne by the payer.

9. Inspection, Acceptance & Claims

9.1 Buyer must inspect Product on arrival.

9.2 Buyer must notify Seller in writing of (a) quantity/packaging discrepancies within 7 days of delivery and (b) quality non-conformance discovered by testing within 30 days of delivery, providing reasonable evidence.

9.3 Failure to notify within these periods constitutes acceptance.

9.4 For confirmed non-conforming Product, Seller will, at Buyer's option and Seller's cost, replace the affected quantity within a reasonable time or credit/refund the price for the affected quantity. Buyer will isolate and hold affected batches for Seller's instructions. This clause states Buyer's sole and exclusive remedy for non-conforming Product.

10. Warranty & Shelf Life

10.1 Seller warrants that at shipment the Product will conform to the Specification.

10.2 Shelf life is ≥ 24 months from manufacture if stored sealed, dry, and away from sunlight unless otherwise stated on the Quote or SDS.

10.3 Disclaimer. Except as set out in this clause, to the maximum extent permitted by law, Seller disclaims all other warranties, whether express, implied or statutory, including fitness for a particular purpose and merchantability. Buyer remains responsible for validating Product in its own application.

11. Limitation of Liability

11.1 Neither party is liable for indirect, consequential or special losses (including loss of profit, use or production).

11.2 Seller's aggregate liability arising out of or relating to a Contract (other than liability for amounts due for Product, fraud, death/personal injury caused by negligence, or non-excludable statutory rights) is capped at the amounts paid by Buyer for the affected Product in the 12 months preceding the event.

12. Cancellations, Changes & Returns

12.1 Buyer may not cancel or change a PO after Seller's acceptance without Seller's written consent. Buyer must reimburse Seller's reasonable, documented costs arising from any agreed cancellation or change.

12.2 Products that are made-to-order or procured specifically for Buyer are non-cancellable and non-returnable.

12.3 No returns are accepted without a Seller-issued RMA.

13. Compliance & Stewardship

13.1 Each party will comply with applicable laws, including sanctions, export controls, anti-bribery, modern slavery, environmental, and health & safety laws.

13.2 The parties will cooperate on any product safety issue, withdrawal, or recall. Costs are borne by the party responsible to the extent of its contribution.

14. Force Majeure

No party is liable for failure or delay due to events beyond its reasonable control (including natural disasters, war, strikes, government action, epidemics/pandemics, port closures, transport disruption). The affected party will notify promptly and use reasonable efforts to mitigate. If the event continues for more than 90 days, either party may cancel affected POs without liability.

15. Confidentiality & Data

Commercial and technical information in a Quote or arising from supply is confidential and used solely to perform the Contract. Each party will protect personal data it processes in accordance with applicable law.

16. Governing Law & Disputes

Unless the Quote states otherwise, the Contract is governed by the laws of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of its courts and courts entitled to hear appeals from them.

17. Miscellaneous

17.1 Entire Agreement. The Contract is the entire agreement for the sale of Product under the Quote and supersedes prior discussions.

17.2 Amendments. Any variation must be in writing and signed by both parties.

17.3 Assignment. Neither party may assign without the other's consent (not unreasonably withheld), except to an affiliate or a successor in a sale of business by notice.

17.4 Severability & Waiver. If any provision is invalid, the remainder remains effective. Failure to enforce is not a waiver.

17.5 Electronic Execution. Quotes, acknowledgements, and RMAs may be issued electronically and signed via e-signature.