

Dated

2025



SUPPLY AGREEMENT



SUPPLY AGREEMENT DATED: _____

BETWEEN **SKAH INTERNATIONAL PTY LTD (ACN 127 490 073) trading as STEALTH GARDEN (ABN 82 127 490 073)** of PO Box 216. Seacliff Park, South Australia 5049

(**Stealth**)

AND

[CUSTOMER NAME AND ACN (ABN IF SOLE TRADER)]

(the **Customer**)

RECITALS

- A. Stealth is a company incorporated in Australia and operates a business of wholesaling the Products.
- B. The Customer has requested to purchase and Stealth has agreed to sell the Products.
- C. The sale and purchase of the Products shall occur on and subject to the terms of this Agreement.

AGREEMENT

1. PURCHASE AND SALE OF PRODUCTS

- 1.1. The Customer agrees to purchase from Stealth and Stealth agrees to sell to the Customer, the Products on the terms of this Agreement.
- 1.2. The terms of this Agreement shall apply to all Orders placed by the Customer during the Term and any Further Term.

2. TERM AND TERMINATION

2.1. Term

- (a) This Agreement will continue in full force and effect for the Term.
- (b) Upon expiration of the Term, if the Customer continues to place Orders and Stealth continues to supply the Customer with Products, this Agreement shall be taken to be renewed for a Further Term and the terms of this Agreement shall continue to govern the supply relationship between the Customer and Stealth.
- (c) For the avoidance of doubt, clause 2.1(b) applies to each Further Term.

2.2. Termination

Without prejudice to any other rights or remedies granted to either party at law or in contract, either party may terminate this Agreement:

- (a) during the Term or any Further Term with immediate effect and by notice in writing to the other party if the other party suffers an Event of Default in accordance with clause 14; or
- (b) during the Term or any Further Term by providing 20 Business Days' written notice to the other party.

3. ORDERING PRODUCTS

- 3.1. The Customer shall place an Order for the Products through the Ordering Portal.
- 3.2. Stealth may in its sole discretion accept Orders made by email or telephone to an authorized representative of Stealth nominated by Stealth from time to time.
- 3.3. Unless otherwise determined by Stealth, each Order must be in writing and clearly identify:
 - (a) the Products requested;
 - (b) the quantity of such Products; and
 - (c) the street address for delivery of the Products.
- 3.4. If in Stealth' opinion there is any ambiguity in respect of an Order, Stealth will endeavor to contact the Customer to clarify such ambiguity.
- 3.5. In making an Order, the Customer will be making an offer to Stealth to purchase the Products referred to in the Order. The agreement to sell the Products comes into existence upon Stealth's acceptance of an Order, which occurs when Stealth dispatches the Products contained in an Order to the Customer.
- 3.6. Stealth reserves the right to accept or reject the whole or any part of an Order for any reason, including due to;
 - (a) an Order not containing the requisite information as specified in clause 3.3;
 - (b) the unavailability of the Product specified in an Order; or
 - (c) the Customer being in breach of this Agreement.
- 3.7. In the event that Stealth exercises its right to reject or cancel an Order, it will notify the Customer as soon as reasonably practicable and advise as to the reason for such rejection or cancellation.

4. PRICING AND PAYMENT

- 4.1. The price for Products is set out in the Product List and/or the Catalogue in Australian dollars and is exclusive of GST unless specified otherwise.
- 4.2. Stealth may vary the price for the Product at any time in its sole discretion by updating the Product List. Any updated prices shall apply to all subsequent Orders placed by the Customer.
- 4.3. Stealth shall issue an invoice to the Customer in respect of each order at or prior to the time that Delivery of the Product occurs. The invoice shall include the payment terms in respect of that Order.
- 4.4. The Customer must pay all money due to Stealth without deduction or set off and must not withhold any payment on any grounds.

5. DELIVERY

- 5.1. Stealth estimates that the Products will be Delivered to the Customer within the Estimated Delivery Time. The Estimated Delivery Time is an estimate only and Stealth is under no obligation to deliver the Products within that time period.
- 5.2. In the event that Stealth becomes aware that it is reasonably unlikely that the Products will be Delivered to the Customer within the Estimated Delivery Time, Stealth may provide an

updated Estimated Delivery Time to the Customer.

- 5.3. The Customer agrees that Stealth will not be liable for any loss or damage suffered by the Customer due to a failure by Stealth to Deliver the Products within any Estimated Delivery Time.
- 5.4. Stealth shall use a third party freight service provider to Deliver the Products on its behalf. The Customer agrees that Stealth shall not be liable whatsoever for the act or omission of any third party freight service provider that delivers the Product to the Customer.
- 5.5. Unless the Order is eligible for Free Shipping, the Customer shall be responsible for payment of all freight costs in relation to the Delivery of the Product
- 5.6. Stealth shall notify the Customer of the applicable freight costs by including the freight costs in the invoice issued by Stealth to the Customer in respect of an Order.

6. RISK AND TITLE

- 6.1. Stealth retains ownership of the Products until payment is received in full from a Customer.
- 6.2. The Customer accepts upon Delivery all risk for loss or damage to the Products whether caused by the Customer or not, and the Customer indemnifies Stealth against all Claims, demands, suits, Loss or damage caused by or arising from the handling, transport, storage, display, installation, neglect or use of the Products after the Customer has taken possession of the Products. Risk in the Products will remain with the Customer at all times after Delivery.

7. RESTRICTIONS ON PURCHASING AND RESALE

- 7.1. The Customer must not:
 - (a) on-sell Products to other retailers without the prior written consent of Stealth;
 - (b) stock or promote the sale of unlawful copies, or counterfeit products which infringe or may infringe any Intellectual Property Rights subsisting in the Products;
 - (c) disparage Stealth or the Products;
 - (d) engage in bait and switch advertising or loss leader selling practices with the Products;
or
 - (e) sell any products in Australia bearing any trademarks owned or licensed by Stealth or any entity related to Stealth unless such products were purchased from Stealth.
- 7.2. The Customer must ensure that it has or can obtain from Stealth reasonable quantities of Products having regard to its market and its advertising program, prior to advertising any Products for sale.

8. RETURNS

- 8.1. Returns may be accepted in Stealth's sole discretion or otherwise in accordance with clause 9.
- 8.2. The Customer is responsible for all return shipping costs.

9. STATUTORY CONDITIONS AND WARRANTY

- 9.1. **Consumer Notice:** the Products may come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in this Agreement purports to modify or exclude the conditions, warranties, guarantees and undertakings, and other legal rights, under the Australian Consumer Law and other laws which cannot be modified or excluded.

- 9.2. Where any law implies a warranty into this agreement which may not be lawfully excluded then to the extent allowed by law (**Warranty**), any liability imposed upon Stealth in respect of a breach of warranty will at its option be limited to:
- (a) the replacement of the Products or the supply of equivalent Products; or
 - (b) the refund of the price of the Products.
- 9.3. Warranties may not apply where the Products are acquired for rental, hire or other commercial purpose.
- 9.4. To the extent permitted by law, the following are not covered by Warranty unless otherwise specified in the particular warranty relevant to the Product purchased:
- (a) failure or defect resulting from improper care or use;
 - (b) normal wear and tear;
 - (c) faulty or incorrect assembly or use of the Products by the Customer;
 - (d) installation of a part or accessory not compatible with the Product; and
 - (e) any modification or alteration not conducted or authorised by Stealth;
- 9.5. To the extent permitted by law, Stealth shall not be liable for any indirect or consequential damage, losses or expenses suffered or incurred by the Customer, howsoever caused.
- 9.6. To issue a Warranty claim, the Customer will be required to:
- (a) contact Stealth within 10 Business Days of Delivery (**Notification Period**), by completing a Warranty Claim Form which can be located at [link](#) and submitting it to Stealth through the Order Portal;
 - (b) present the receipt as proof of purchase;
 - (c) identify the defect in the Product; and
 - (d) return the Product to Stealth at the Customer's own cost.
- 9.7. The Notification Period may be extended by Stealth at its sole discretion upon request by a Customer.
- 9.8. Except if and to the extent the law requires otherwise, replacement of Products or refund of purchase will not be made until the original Product to which the Warranty claim relates is received by Stealth and the Customer's Warranty claim is verified. If a Warranty claim is verified, Stealth will endeavour to make the refund or replacement within 20 Business Days of the completion of such verification.
- 9.9. Stealth will not refund or replace a Product where following its assessment of a Warranty claim, in its sole and reasonable opinion:
- (a) there is no defect in the Product; or
 - (b) the Product has subsequent to Delivery become of unacceptable quality due to fair wear and tear, misuse, failure to use in accordance with manufacturer's instructions, using it in an abnormal way or failure to take reasonable care.
- 9.10. Stealth shall bear the shipping costs associated with replacing a Product that it verifies as defective following its assessment of a Warranty Claim.

10. LIMITATION OF LIABILITY

- 10.1. Except as expressly set out in this Agreement and the Australian Consumer Law, Stealth makes no warranties or other representations in relation to the supply of Products to the Customer. Stealth's liability in respect of these warranties, representations, undertakings and guarantees is limited to the fullest extent permitted by law.
- 10.2. The Customer acknowledges and agrees that:
- (a) to the maximum extent permitted by law, Stealth will not be liable to the Customer or any other person under any circumstances for any loss or damage suffered or incurred by the Customer or for any injury or death to any person, or for any indirect, incidental or consequential damages sustained or incurred by the Customer, whether such liability arises directly or indirectly as a result of:
 - (i) any negligent act or omission or wilful misconduct Stealth or its employees or agents;
 - (ii) the supply, performance or use of any Products; or
 - (iii) any breach by Stealth of its obligations under these Terms.
 - (b) no other term, condition, agreement, warranty, representation or understanding (whether express or implied) in any way binding upon Stealth, other than as specified in this Agreement, is made or given by or on behalf of Stealth;
 - (c) the Customer is solely responsible for making an assessment that any Product is reasonably fit for the Customer's intended purpose and required use, and such purpose or required use is in accordance with all applicable laws;
 - (d) the Products are purchased by the Customer relying solely upon the Customer's skill and judgement;
 - (e) any advice, recommendations, information, assistance or service provided by Stealth to the Customer in relation to the Products sold or their use or application is provided without liability or responsibility on the part of Stealth.
- 10.3. Stealth will endeavour to provide the Products to the Customer with due care and skill but does not warrant that all Products will be free from defects or that the merchantability or fitness for any purpose of any Product will be to a particular standard.
- 10.4. In the event of any breach of this Agreement by Stealth, the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Purchase Price of the Product.

11. INTELLECTUAL PROPERTY

- 11.1. Stealth makes no representation or warranty to the Customer of any kind, express or implied that the Products will not infringe any intellectual property rights of a third party.
- 11.2. The Customer acknowledges that Stealth retains ownership of all rights, title, interest and goodwill in the Intellectual Property Rights that subsists in any of the materials supplied by Stealth (including Price List, Catalogue, pictures or photographs of the Products and other documents).
- 11.3. The Customer shall not be permitted to use any of Stealth's Intellectual Property Rights without the express consent in writing of Stealth. Stealth may withhold such consent in its absolute discretion or may grant consent on such terms as it considers fit.

- 11.4. In addition to any other remedies available to Stealth under this Agreement or otherwise, any unauthorised use, alteration, modification, reproduction, publication or disclosure of the Intellectual Property Rights will entitle Stealth to any available statutory or equitable remedy against the Customer.

12. CONFIDENTIALITY

- 12.1. The Customer must keep secret and confidential the Confidential Information and must not disclose any Confidential Information to any person unless and only to the extent that the disclosure:
- (a) is required by law;
 - (b) is made for the purpose of complying with this Agreement;
 - (c) is made to a financial accounting or legal adviser for the purpose of obtaining professional advice in connection with this Agreement; or
 - (d) is made with the prior written consent of Stealth.
- 12.2. If requested by Stealth, the Customer must immediately return to Stealth, or destroy as Stealth directs, all original documents containing any Confidential Information and any copies of those documents or the Confidential Information.
- 12.3. This clause subsists beyond termination of this Agreement.

13. INDEMNITY

- 13.1. The Customer agrees to indemnify, and keep indemnified, Stealth and its directors, officers, employees and agents from and against any and all Loss and Claim (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by Stealth arising from any Claim, demand, suit, action or proceeding by any person against the Customer or against Stealth where such loss or liability arose out of, in connection with or in respect of the Customer's conduct, or breach of this Agreement, including any costs of enforcement.

14. DEFAULT

- 14.1. Each of the following events is an "**Event of Default**" in relation to a party whether or not the cause is beyond the control of that party or any other person:
- (a) it defaults in performing any of its obligations under this Agreement and, if that default is capable of remedy, it has not been remedied within 10 Business Days after delivery of a notice requiring it to be remedied;
 - (b) in respect of the Customer, it experiences a Change in Control;
 - (c) any amounts due and payable by the Customer to Stealth remains outstanding for a period of 10 Business Days from the due date for payment; or
 - (d) a party suffers an Insolvency Event.

15. SECURITY

15.1. Grant of security

- (a) To secure payment of the Purchase Price for the Products and the punctual performance of all of the Customer's other obligations under this Agreement, the Customer hereby grants to Stealth a Security Interest over all the Collateral.

- (b) The Customer acknowledges and confirms that Stealth has given value for the Security Interest in the Collateral, including by agreeing to supply the Products pursuant to this Agreement.

15.2. Dealing with Collateral

- (a) Except in the ordinary course of business or otherwise with the prior written consent of Stealth, the Customer must not or must not agree, attempt or take any step to do (whether by one transaction or a series of transactions, whether related or not or voluntary or involuntary) any of the following:
 - (i) create or attempt to create or agree or permit to exist any other Security Interest over the Collateral;
 - (ii) sell, assign, transfer, declare a trust over or otherwise dispose of the Collateral; or
 - (iii) give control or possession of the Collateral to another person other than Stealth.
- (b) If the Customer disposes of or otherwise deals or agrees to deal with the Collateral in breach of this Agreement, the it acknowledges that Stealth has not:
 - (i) authorised any disposal or dealing or agreement to deal; or
 - (ii) agreed that any disposal or dealing or agreement to deal will extinguish any Security Interest held by Stealth; and
 - (iii) Stealth' Security Interest continues in the Collateral despite the disposal or dealing or agreement to deal.

15.3. Priority agreement

If requested by Stealth, the Customer must ensure that the holder of any other Security Interest enters into a priority agreement on terms acceptable to Stealth to regulate the priority between Security Interests under this document and any other Security Interest created in connection with the Collateral.

15.4. Default

- (a) If an Event of Default occurs in respect of the Customer, Stealth is entitled to recover the Collateral, which the Customer undertakes to deliver to Stealth as soon as reasonably practicable following a request made by Stealth.
- (b) If Stealth takes any action, whether by exercising any right, securing any payment or otherwise including refraining from doing so, the Customer agree that Stealth is not liable for any loss, claim, cost or expense as a result of a failure to take any action or refrain from doing so.

15.5. Enforcement

In addition to any other rights provided by law or under this Agreement, at any time after an Event of Default has occurred:

- (a) each Security Interest arising under this Agreement or attaching to any Collateral becomes immediately enforceable;

- (b) Stealth may at any time, by notice to the Customer, declare all or any part of the Purchase Price that is outstanding at the time of notice to be due and payable immediately, on demand or at a later date as Stealth may specify in the notice;
- (c) Stealth:
 - (i) may, in the name of the Customer or otherwise, at any time, do anything that the Customer or, its directors or trustee (as the case may be), could do in relation to the Collateral; and
 - (ii) has all other rights conferred by law in relation to the Collateral.

15.6. Access to Collateral

The Customer grants Stealth the right, and will use its best endeavours to ensure that others grant Stealth the right, at all reasonable times upon Stealth giving the Customer reasonable notice to:

- (a) enter with its servants, agents and experts upon or into any location owned, leased, or licensed by the Customer or otherwise where the Customer operates its business;
- (b) do any act, matter or thing which may be required to be done to give proper effect to the terms of this Agreement or to protect Stealth rights in the Product, including as Collateral under this clause 15.

15.7. Contracting out of PPSA Provisions

- (a) Stealth is not obliged to give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.
- (b) The Customer consents to the waiver of the requirement for notice under this clause 15.7, and waives any rights they have to receive a notice under sections 95, 118, 121(4), 130, 135 and 157 of the PPSA.
- (c) To the extent that Chapter 4 of the PPSA would otherwise apply to enforcement by Stealth of any Security Interest in the Collateral, the parties agree that the following provisions of the PPSA are excluded:
 - (i) to the extent permitted by section 115(1) of the PPSA: sections 125, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA; and
 - (ii) to the extent permitted by section 115(7) of the PPSA: sections 129(2) and (3), 132, 133(1)(b) (as it relates to the Security Interest of the Secured Party), 134(2), 135, 136(3), (4) and (5) and 137.

16. GST

- 16.1. A party must pay GST on a Taxable Supply made to it under this Agreement, in addition to any consideration (excluding GST) that is payable for that Taxable Supply. It must do so at the same time and in the same way as it is required to pay the consideration for the Taxable Supply.
- 16.2. A party making a Taxable Supply to another party under this Agreement must issue a tax invoice to the other party, setting out the amount of the GST payable by the other party.
- 16.3. In this clause 16, “**GST**” and “**Taxable Supply**” have the meaning given to them in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

17. FORCE MAJEURE

- 17.1. Stealth shall not be liable or responsible for any failure to supply the Products or delay in delivery of the Products caused by any Act of God, strike, lockout, riot or civil commotion, war, hostilities, breakdown of machinery, fire, pandemic or any other cause comprehended within the term "force majeure".
- 17.2. The Customer shall not be liable or responsible for any failure to perform its obligations under this Agreement (other than any obligation in relation to payment of monies to Stealth) caused by any Act of God, strike, lockout, riot or civil commotion, war, hostilities, breakdown of machinery, fire or any other cause comprehended within the term "force majeure".

18. RELATIONSHIP BETWEEN PARTIES

- 18.1. Nothing in this Agreement shall be construed as constituting the Customer as Stealth's agent, employee, joint venture party or partner.
- 18.2. The Customer acknowledges that it has no right or authority to assume or create any obligation or responsibility express or implied on behalf of Stealth or in the name of Stealth or to bind Stealth to a third party in any manner whatsoever.

19. FURTHER ASSURANCES

Each of the parties shall sign, execute and do all such further documents, acts, matters and things as shall be necessary or desirable to give full effect to this Agreement.

20. COSTS

Unless otherwise stated, the parties will be liable for their own costs and expenses in respect of this Agreement and any related documents.

21. DURATION OF PROVISIONS

The covenants, conditions, provisions and warranties contained in this Agreement shall not terminate upon completion of the transactions contemplated herein but to the extent that they have not been fulfilled and satisfied shall remain in full force and effect.

22. ASSIGNMENT

- (a) The Customer must not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of Stealth.
- (b) Stealth may transfer or assign any of its rights or obligations under this Agreement without the need of obtaining the prior written consent of the Customer.

23. ENTIRE AGREEMENT AND VARIATION

- 23.1. This Agreement constitutes the entire agreement of the parties as to its subject matter and supersedes and cancels all prior agreements, understandings and negotiations in connection with it.
- 23.2. This Agreement may only be altered in writing signed by all parties.

24. WAIVER

- 24.1. The failure of a party at any time to require any performance by another party of a provision of this Agreement shall not affect in any way the full right of the waiving party to require that performance subsequently.

- 24.2. The waiver by any party of a breach of a provision shall not be deemed a waiver of all or part of that provision or any other provision or of the right of that party to avail itself of its rights subsequently.
- 24.3. Any waiver of a breach of this Agreement shall be in writing signed by the party granting the waiver, and shall be effective only to the extent specifically set out in that waiver.

25. GOVERNING LAW AND JURISDICTION

- 25.1. This Agreement is governed by and is to be construed in accordance with the laws of the State of South Australia, Australia.
- 25.2. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of South Australia and Courts entitled to hear appeals from these Courts.

26. NOTICES

- 26.1. A notice to be given by a party to another party under this Agreement shall be in writing in the English language and shall be delivered to the address or email address of the recipient as set out in this Agreement or nominated by that party from time to time.
- 26.2. A notice given by way of email is taken to be delivered at the time contained on the timestamp on the sending parties' email records.

27. SEVERABILITY

- 27.1. The parties agree that all the provisions of this Agreement are reasonable in all the circumstances and that each provision is and shall be deemed to be severable and independent.
- 27.2. The parties agree that if part or all of any one or more provisions are judged invalid or unenforceable in all the circumstances, that portion shall be deemed to be deleted and shall not affect the validity or enforceability of the remaining provisions.

28. COUNTERPARTS

This Agreement may be executed in any number of parts, each of which constitutes an original and all of which when taken together constitute the entire Agreement.

29. DEFINITIONS

In this Agreement except where the context otherwise requires the following words and expressions have the following meanings:

Agreement means this Supply Agreement;

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and the corresponding provisions of State fair trading legislation;

Business Day means a day other than a Saturday, Sunday or public holiday in the State of South Australia.

Catalogue means the catalogue that Stealth publishes and provides to the Customer from time to time which includes details as to the Products and the Purchase Price, but does not include details as to the available inventory.

Claim means a claim, notice, demand, action, proceeding, litigation, government investigation, judgment, damage, loss, cost, expense (including legal expense) or liability however arising, whether present, unascertained, immediate, future or contingent and whether based in contract, tort or statute;

Collateral means the Products and the proceeds of sale of the Products.

Commencement Date means the date that this Agreement is executed by the parties.

Confidential Information means information relating to either party and includes, without limitation, information concerning a party's:

- (a) customers, clients and suppliers;
- (b) financing and funding arrangements;
- (c) business strategies, marketing strategies and advertising strategies;
- (d) any intellectual property or trade secrets;
- (e) technical information including without limitation all implemented or planned product and service improvements or changes;
- (f) any other material acknowledged marked or identified as 'Confidential',
- (g) which is not, or does not subsequently become, part of the public domain otherwise than as a result of a breach of this Agreement;

Delivery means the delivery of the Products by Stealth to the Customer. For the avoidance of doubt, delivery is taken to occur at such time when the Products are dispatched by Stealth to the Customer's nominated address for delivery by whatever means.

Estimated Delivery Time means 2 Business Days commencing upon Stealth receiving an Order placed by the Customer as specified in the Schedule, or such other time period as notified by Stealth to the Customer;

Free Shipping shall apply where:

- (a) the value of an Order placed by a Customer is greater than the freight threshold set for a Customer's location plus GST, or such other amount as determined from time to time in the sole discretion of Stealth and notified to the Customer; and
- (b) the Products the subject of that Order are not Oversized as determined in Stealth's sole discretion.

Further Term means a period of 12 months commencing on the expiry of the previous Term or Further Term, whichever is applicable.

Insolvency Event means where:

- (a) the occurrence of any event or transaction in relation to any person that would cause that person to become insolvent within the meaning of section 95A(2) of the Corporations Act;
- (b) a receiver, receiver and manager, mortgagee in possession or administrator being appointed to the assets and/or undertaking of that person;
- (c) except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them; or

- (d) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent, or is otherwise wound up or dissolved; or
- (e) a body corporate is or states that it is insolvent; or
- (f) as a result of the operation of section 459F(1) of the Corporations Act, a body corporate is taken to have failed to comply with a statutory demand; or
- (g) a body corporate is or makes a statement from which it may be reasonably deduced that the body corporate is, the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act; or
- (h) a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate; or
- (i) anything analogous or having a substantially similar effect to any of the events specified above occurring.

Intellectual Property Rights means Stealth's intellectual property rights and assets including without limitation name, logo, symbols, emblems, designs, design methodology, certifications, drawings, manuals, source codes, programs, trade dress and other indicia, patents, Trade Marks (whether Australian or otherwise), copyrights, processes, confidential know-how, designs, operational manuals, assembly instructions, bills of material, software codes, owner's manuals, artwork, furnishings, equipment, advertising, promotional materials and general marketing knowhow.

Loss means any loss including any liability, cost, expense, (including legal costs on a full indemnity basis), claim, proceeding, action, demand or damage.

Order means an order for Products made by the Customer in accordance with the terms of this Agreement.

Ordering Portal means the online platform through which the Customer can order the Products, and which is accessible at www.stealth-garden.com

Oversized means Products that are not able to be shipped on a Standard Pallet and/or are over 2m in height or Products that are specified in the Catalogue or Product List to have associated shipping costs..

PPSA means *the Personal Property Securities Act 2009* (Cth) and applicable subordinate legislation.

Product List means the list of Products that are available to the Customer to purchase from time to time and which is published and maintained on the Website at <https://stealth-garden.com/collections/all>.

Products means the products of Stealth which the Customer agrees to purchase from Stealth and Stealth agrees to sell to the Customer on the terms of this Agreement and which are specified in the Catalogue and the Product List as updated by Stealth from time to time.

Purchase Price means the purchase price for the Products that is payable to Stealth by the Customer and which amount is specified in the Catalogue and the Product List as updated by Stealth from time to time.

Security Interest has the same meaning as ascribed to it in section 12 of the PPSA.

Standard Pallet means pallet having 1165cm x 1165cm dimensions.

Term means a period of 12 calendar months commencing on the Commencement Date.

Website means <https://stealth-garden.com>.

30. INTERPRETATION

In this Agreement except to the extent that the context otherwise requires:

- (c) words importing the singular include the plural and vice versa and words importing a gender include other genders;
- (d) a reference to an Act of Parliament or Code or section or schedule of that Act or Code shall be read as if the words “or any statutory modification or re-enactment thereof or substitution thereof” were added to the reference and includes all statutory instruments issued under that Act or Code as at the date of this Agreement;
- (e) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- (f) references to a clause, schedule or annexure shall be construed as references to a clause of or schedule or annexure to this Agreement and references to this Agreement include its schedules and any annexures;
- (g) where a party comprises two or more persons an agreement or obligation to be performed or observed by that party binds those persons jointly and severally and a reference to that party includes a reference to any one or more of those persons;
- (h) a reference to a party to this Agreement or any other document or agreement includes its successors and permitted assigns;
- (i) a reference to a party shall be construed as a reference to a party to this Agreement;
- (j) a reference to a document or agreement including this Agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (k) in the interpretation of this Agreement, headings shall be disregarded;
- (l) references to currency shall be construed as references to Australian currency;
- (m) a reference to writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent and visible form.

EXECUTED AS AN AGREEMENT

USE IF CUSTOMER IS A COMPANY

EXECUTED by **[CUSTOMER NAME AND ACN]** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

..... Director/Sole Director and Sole Secretary	 Director/Secretary
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..... Name (Print)	 Name (Print)
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USE IF CUSTOMER IS A SOLE TRADER

SIGNED by **[CUSTOMER NAME AND ABN]**

.....
Signature

.....
Name (Print)

EXECUTED by **SKAH INTERNATIONAL PTY LTD (ACN 127 490 073) trading as STEALTH GARDEN (ABN 82 127 490 073)** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

..... Director/Sole Director and Sole Secretary	 Director/Secretary
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..... Name (Print)	 Name (Print)
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