



Online Shop – Retail Distribution Terms & Conditions

Effective 1st September, 2006

1. About our Online Shop Retail Distribution Terms and Conditions

- 1.1. I.T. Beyond Pty Ltd. operates a number of online shops; namely “ExplorOz”, “DriveWA”, “Maps and Books” (“us, our, we”). Our Online Shop Retail Distribution Terms and Conditions apply to all retail distribution services provided to any person, business or publisher (“Supplier”) by us.
- 1.2. Every Supplier (“you”) who submits a signed agreement in the required form (“Wholesalers Agreement”) for retail distribution services supplied by us, agrees to these terms and conditions. Your Wholesalers Agreement and these Terms and Conditions form the basis of a contract between you and us for the retail distribution of products purchased by us from you.

2. Point of Sale Promotions

- 2.1. We will, subject to availability, technical limitations and these Terms and Conditions, use our reasonable endeavours to publish a Product Description, Product Image, and Price for every individual product we agree to purchase from you on one (1) or more, of our online shops.
- 2.2. You are required to provide a product description and image for each product, however we may alter this information at our discretion without reason or notification.
- 2.3. The positioning or placement of your product(s) within a category will be at our discretion, and according to the Standards of each Online Shop facility.
- 2.4. We reserve the right to vary the placement of your Product(s) within the Online Shop and we are not obliged to notify the Supplier of any such changes.

2.5. Point of Sale Promotions – ExplorOz.com

- 2.5.1. We will, subject to stock, technical limitations, marketing themes and any other hindrances, use our reasonable endeavours to include a New Product feature in the ExplorOz eNewsletter (Users) for each product we purchase from you within the first month of the product being available for retail distribution from our online shop(s).
- 2.5.2. We will, subject to technical limitations and site design protocols, show a thumbnail of your product(s) (with a click-action to the Product in the Shop) in the right-hand margin of pages across the entire ExplorOz website as per the program design rules of the Shop Specials margin.
- 2.5.3. We will, subject to the site design protocols, embed your product(s) into other pages of the ExplorOz website (including Trek Notes, Region Overviews, Articles) where we deemed it is appropriate based on relevance of the product to the page content.

3. Retail Distribution

- 3.1. We will list the Recommended Retail Price as provided by you to us for each product we agree to buy from you. We may sell products at a price less than the listed RRP but only when the discounted price is shown on the website as a “Special”.
- 3.2. You must agree to provide the Recommended Retail Price to us for each product before taking our Purchase Orders.
- 3.3. Once a Purchase Order has been sent by us to you, we will not agree to alter the RRP of the products listed, or received on that Purchase Order. Changes to RRP need to be provided in writing and will only be effective for future Purchase Orders that have not yet been sent by us to you.
- 3.4. In retailing your product(s) we agree to take orders from customers including name and delivery details and process payment of the retail and postage charges.
- 3.5. **Products stocked by I.T. Beyond Pty Ltd.**
 - 3.5.1. We will only agree to hold stock and send to the customer items that have been purchased from you at the agreed wholesale price and delivered to us from you (at not additional charge).
 - 3.5.2. We will only agree to hold stock and send to the customer items that when packed are less than 3kg and dimensions are within the standards of Australia Post satchels. If your product(s) do not meet these standards then we may consider your product to be unsuitable for our online distribution, or offer you an alternative stocking and customer delivery agreement.
- 3.6. **Products stocked by Wholesaler**

3.6.1. If you agree to send product(s) direct to the customer, then you will agree to the following sales process:

3.6.1.1. You will supply us with a fixed Australia-wide postage charge that you will charge us for the delivery of each customer order at the time of commencing the Wholesalers Agreement. It is your responsibility to provide a minimum of 7 days notice of postage charge changes. We will not agree to pay any additional charges for postage and handling that has not been pre-agreed in writing.

3.6.1.2. You will agree to accept individual Purchase Orders from us containing all delivery details for each customer. You will also agree to confirm your receipt of each Purchase Order during the same business day in a suitable manner and advise us if the product(s) cannot be sent to the customer in the agreed timeframe. You agree to liaise directly with the customer to notify them of any delays and that this notification will be made no later than the next business day after receiving the Purchase Order from us. You agree to advise us of the order status, including confirmation of each order despatch.

3.6.1.3. You agree to send us a Tax Invoice matching each Purchase Order you receive from us within 7 days. We will pay according to the agreed terms.

4. Margin

- 4.1. We will only agree to purchase products from you that have a Recommended Retail Price that meets an acceptable margin above our wholesale price.
- 4.2. If you cannot provide us with an acceptable margin, then we may refuse to accept your products for distribution, or we may offer you an alternative agreement whereby we will charge you an additional fee and depending upon the circumstances you may not be offered the full Point of Sale promotions provided in Clause 2.

5. Delivery Policy

- 5.1. You agree to offer us a delivery policy outlining the delivery method and timeframe for fulfilling our stock orders (Purchase Order). This must be provided to us in writing before we will place our first Purchase Order.

6. Returns Policy

- 6.1. You agree to offer us a returns policy. This must be provided to us in writing before we will place our first Purchase Order.

7. Warranty & Indemnity

- 7.1. We reserve the right to refuse to retail products that are deemed to be inappropriate, misleading or otherwise inappropriate.
- 7.2. The Supplier warrants to us that product(s) we purchase from you do not breach or infringe:
 - i. Our site Terms of Use Policy (as documented <http://www.exploroz.com/TermsOfUse.asp>)
 - ii. The Trade Practices Act 1974 (Cth), Fair Trading Acts (all States), and equivalent legislation;
 - iii. Any copyright, trade mark or obligation of confidentiality;
 - iv. Any law of defamation or obscenity;
 - v. The Privacy Act (Cth); and
 - vi. Any other law (including but not limited to any common law, statute, delegated legislation, rule and ordinance of the Commonwealth or any State or Territory).
- 7.3. We are not liable for any loss, damages or liabilities arising from a failure of the World Wide Web or any telecommunications structure.
- 7.4. You agree to provide us a replacement warranty for products damaged in transit from you to us.
- 7.5. You agree to provide our customers with your best endeavours to accept product complaints and warranty claims.

Authorised Agreement

I, (print name) _____, wish to enter into a Wholesale Agreement for Retail Distribution of products via the Online Shops published and managed by I.T. Beyond Pty Ltd. and in signing this form, confirm that I have read and agree to the Online Shop Suppliers Terms and Conditions.

Signed _____
Signature of Company's Authorised Agent

Date _____