

SHIMANO AUSTRALIA FISHING TERMS AND CONDITIONS OF SUPPLY EFFECTIVE FROM 1ST AUGUST 2019 - 31ST JULY 2020.

Shimano Australia Fishing P/L ("SAUF") is the distributor of Shimano & associated products ("the products") in Australia.

1) Dealer's Objectives - At all times the buyer ("Dealer") must do its best to further the following objectives:

- a) The promotion & maintenance of the excellent reputation inherent in the Shimano name & Shimano products.
- b) Achieving & maintaining a dominant market share for Shimano products.
- c) Achieving continuous improvement in customer service & satisfaction.
- d) Adopting best practices to retain customers.
- e) Building strong business relations with SAUF based on mutual trust, respect & fairness.

2) Variation of Terms - The Dealer acknowledges and agrees that the supply of all goods and products by SAUF ("Products") to the Dealer is governed by these Terms and Conditions (and any Application for Credit Account ("Terms")), which may be altered or amended at any time, by notice in writing from SAUF to the Dealer and which take effect if and when the Dealer next orders Products.

A notice under this clause 2 may be given by personal service, email or post. If a notice is given by post SAUF may send it to the trading address of the Dealer as stated in any Application for Credit Account. A notice is deemed to be given by SAUF and received by the Dealer: (a) if delivered in person, when delivered to the addressee; and (b) if posted, 2 business days after the date of posting to the Dealer whether delivered or not

3) Australian Consumer Law - These Terms do not exclude, restrict or modify:

- a) the application of any provision of the Australian Consumer Law;
- b) the exercise of any right or remedy conferred by the Australian Consumer Law; or
- c) SAUF's liability for a failure to comply with any applicable consumer guarantees where to do so would:
- d) contravene the Australian Consumer Law; or
- e) cause any part of these terms to be void.

4) Payment Terms – Payment must be made within 30 days from the end of the month in which purchases have been made. Payment made within 30 days includes:

- a) 10% settlement discount for payment made by cheque, cash or bank transfer; or
- b) 9% settlement discount for payment made by credit card.

Interest may be charged at current reserve bank 90 day bills interest rate plus 3% on any accounts not paid within 30 days from the end of the month in which purchases were made. Supply may also be withheld pending payment of any overdue accounts.

5) Retention of Title – The Products delivered or supplied by SAUF to the Dealer remain the sole and absolute property of SAUF as legal and equitable owner and title will transfer when all money due to SAUF has been paid by the Dealer but are at the Dealer's risk from the time of delivery to it;

- a) The Dealer acknowledges that it is in possession of all these goods as Bailee for SAUF until the time they are

delivered to a customer of the Dealer;

b) Until delivery to a customer of the Dealer the Dealer agrees to store these products on its premises separately from its own goods or those of any other person and in a manner, which makes them readily identifiable as SAUF's products;

c) The Dealer's right to possession of these goods will cease if it does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for the winding up of the Dealer;

d) SAUF may for the purpose of examination or recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored;

e) The Dealer agrees that SAUF may lodge a registration of the security interest created under this agreement on the PPSR and will do all things reasonably necessary to assist SAUF do so. SAUF may claim and recover its goods (whether paid for or not by the buyer) in the possession of the buyer and/or the proceeds of the sale of such goods (whether paid for or not by the buyer) to satisfy any trading debt between the buyer and SAUF.

f) The Dealer warrants that it is not at the time of entering into this agreement insolvent and knows of no circumstances which would entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets.

g) The Dealer shall insure the Products to their full replacement value.

6) Shortages and Damages – All shipments are carefully inspected and scanned before leaving the warehouse. The Dealer must inspect the products on receipt of an order for any discrepancies, fault, loss or damage or any other issue. The Dealer must notify SAUF within seven days from the date of invoice of any discrepancies, fault, loss, damage or any other issue in order to receive credit.

7) Return Policy – Subject to clause 3, SAUF will only accept a return of the Product if authorised by the customer service department of SAUF. Any products returned which are not authorised will not be accepted for credit and will be returned at the shipper's expense. Any products returned are to be sent by our nominated freight carrier. SAUF will not accept freight charges from any other carrier.

8) Pricing – As products are imported/purchased in foreign currencies pricing is subject to change with currency fluctuations. Information and specification are correct at the time of publication but may be subject to change.

9) Freight – A flat freight charge of \$20.00 (plus GST) will apply to each order Australia wide (excludes Spare Parts when ordered separately). A \$5 freight charge (plus GST) will apply to Spare Parts when ordered separately. No freight will be charged where products are supplied on backorder or under warranty.

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10) On Selling – The Dealer is authorised to sell the Products on the condition that:

- a) The Products are resold at the retail store(s) of the Dealer approved by SAUF or to an authorized SAUF Dealer listed on our web site at www.shimanofish.com.au and may only be resold/displayed for sale at other retail store(s) of the Dealer with the prior written consent of SAUF.
- b) The Dealer will only exhibit or sell The Products at any show or exhibition including without limitation tackle shows, boat shows, 4WD shows or camping shows, with the prior written consent of SAUF.
- c) Online Selling -
 - i) The Dealer will only supply or offer for supply the online on its own website (or such other website as may be authorised by SAUF in writing) and in accordance with paragraph 10(a) above. For the avoidance of doubt, any supply or offer for supply on websites such as eBay or Amazon requires the prior written authorisation of SAUF.

11) Breach - Breach or default by the Dealer of any of the Terms under which the products are provided may cause SAUF to suspend or terminate the future supply of the products under these Terms and/or the dealership.

12) Premises – At all times the Dealer should maintain premises which are satisfactory in external & internal appearance & ensure that the display of SAUF products are shown in a professional way & consistent with the image of the Shimano & SAUF brands.

13) Shimano, Gloomis & Squidgy Display Stands – The only products, which are permitted to be displayed on any Shimano rod, reel or combo stand supplied by SAUF, are Shimano, Gloomis or Squidgy Products. Such stands remain the property of SAUF.

14) Location – The Dealer may only conduct the Shimano dealership at the location(s) approved by SAUF. If the Dealer wants to conduct a dealership from any other place other than the current location(s) the Dealer may do so only with the prior written consent of SAUF and such consent may be withheld by SAUF in its absolute discretion.

15) Personnel – The Dealer should ensure that all personnel conduct themselves appropriately as dealer employees.

16) Training – The Dealer must ensure that all its personnel have a thorough understanding of The Products, range & their features. SAUF provides online training via the STEC platform, the dealer should provide access for their staff.

17) Limitation of Liability and Indemnity – The Dealer must take all steps possible under the Competition and Consumer Act 2010 (Cth) or any other law, to limit its liability & the liability of SAUF to customers & third parties who have rights under these laws. In addition, subject to clause 3 and to the extent permitted by law:

- a) SAUF's maximum liability to the Dealer for failure to comply with any applicable consumer guarantee in respect of the supply of the products that are not of a kind ordinarily acquired for personal, domestic or household use or

consumption, is limited at SAUF's option and sole discretion to:

- b) in the case of products to any one or more of the following:
 - i) the replacement of the product or the supply of an equivalent product;
 - ii) the repair of the product
 - iii) the payment of the cost of replacing the product or acquiring an equivalent product;
 - iv) the payment of the cost of having the product repaired; or
- c) in the case of services to:
 - i) the supplying of the services again; or
 - ii) the payment of the cost of having the services supplied again;
- d) we do not accept any responsibility to replace the products at the price, or according to the terms originally quoted, or at all, in the event of loss, damage or seizure of the products once risk in the products has passed to the Dealer;
- e) the Dealer warrants that it has not relied on any representation made by SAUF, or any person on SAUF's behalf, in relation to the products, which has not been expressly recorded in these Terms;
- f) all representations, conditions, warranties or terms that would otherwise be implied in these Terms by general law, statute or custom are expressly excluded;
- g) neither party will be liable to the other (or in the case of SAUF, any of the Dealer's own customers), in respect of any direct, indirect, special or consequential damages, loss of anticipated profits or other economic loss, including without limit in connection with or arising out of:
 - i) the existence, functioning or the Dealer's use of The Products provided by SAUF; any inability, failure or delay on SAUF's part to supply or deliver the products arising out of events beyond SAUF's control, including without limitation in whole or in part a strike, industrial dispute, lock-out, accident, fire, absence or delay in
 - ii) transportation, embargo, Act of God, government requirement, or shortage of materials or labour;
- h) the Dealer agrees to indemnify SAUF and its officers, employees, agents and related bodies corporate, against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) howsoever arising (including in respect of death or personal injury) that may be brought against SAUF or which we may pay, sustain or incur as a direct or indirect result of any one or more of the following:
 - i) any breach or non-performance of these Terms by the Dealer; or
 - j) any wrongful, wilful, unlawful or negligent act or omission of the Dealer or any of its employees, agents or contractors.

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18) Dealings with Customers – The Dealer must ensure that customers & potential customers are treated fairly & courteously at all times. The Dealer should maintain regular contact with its customers & do its best to handle satisfactorily all requests & complaints that it receives relating to the sale of SAUF products. The Dealer must promptly report to SAUF any request or complaint which it cannot satisfactorily resolve.

19) Promotion of Sales – The Dealer must actively & effectively advertise and promote the sale of the products. The dealer must participate in all SAUF promotions relevant to the support of the products in the Dealer's territory. The Dealer must distribute & display any mailer or promotional/point of sale material supplied by SAUF for the benefit of the Dealers customers.

20) Communications – The Dealer should have equipment necessary to operate & maintain a two-way communication computer facility between it & SAUF (email/on line ordering).

21) Signage – The Dealer must consult with SAUF in relation to the use of Shimano signage and identify the premises with Shimano signage both internally & externally & ensure the signage reflects the current Logo.

22) Importation – SAUF holds the rights to all copyright and trademarks for the products in Australia and prohibits the Dealer from selling any of the products in Australia unless purchased from SAUF and the Dealer agrees not to engage directly or indirectly in the importation or acquisition from any other third party of any of the products.

23) Advertising – SAUF holds the right to demand to proof and approve any advertising of the Shimano brand name or Shimano products by any dealer. The Dealer must not advertise or trade in a manner, which SAUF considers inconsistent with, or may harm the reputation or image of Shimano or the products and must immediately withdraw advertising or cease a method of trading if SAUF requires.

24) Website – The Dealer must ensure their website and any advertising (online or otherwise) is maintained up to date to reflect the current range stocked in store.

The Dealer must not:

- a) link to any website owned or operated by SAUF from time to time, including, without limitation, www.shimanofish.com.au (SAUF Corporate Website), www.squidgies.com.au and www.gloomis.com.au, from any other website (or otherwise authorise any other person to link from a third party website to a SAUF Corporate Website); or
- b) submit a URL to Google, for indexing or otherwise, if that URL's website contains a link to a SAUF Corporate Website, without the prior written consent of the marketing department of SAUF.

25) Market trends – The Dealer should maintain an awareness of market trends & undertake competitive price checks.

26) Sponsorship – The Dealer is encouraged to maintain a level of support for local area events & tournaments.

27) Purchase targets – The Dealer will endeavour to meet the agreed annual purchase target established by SAUF.

28) Inventory Levels – The Dealer should at all times maintain & display the products at their Premises in first class condition. Subject to availability the Dealer must maintain adequate inventory of all products in the SAUF range suitable & relevant as a minimum for the local area & having regard to the purchase targets, performance & market share of the Dealer.

29) PPSA –

- a) For the purposes of this clause 29, the following definitions apply including any definitions under the PPSA: PPSA means the Personal Property Securities Act 2009 (Cth); PPS Law means the PPSA and any amendment made at any time to any other law as a consequence of the PPSA;
- b) The Dealer irrevocably and unconditionally waives its right to receive from SAUF any notice under the PPS Law (including notice of a Verification Statement) unless required by the PPS Law and if the notice cannot be excluded;
- c) The Dealer must not register a Security Interest against SAUF without its prior written consent;
- d) The Dealer must notify SAUF immediately of any change in its name, address, and any other information provided to SAUF to enable SAUF to register a financing change statement under the PPS Law if required;
- e) The parties agree that the subject matter referred to in section 275(1) of the PPS Act is confidential and each party must not disclose any such information to a third party;
- f) The following provisions of the PPS Law do not apply and, for the purposes of section 115 are "contracted out" of these Terms, namely sections 95, 96, 117, 118, 120, 121(4), 125, 126, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142, 143 and division 6 of part 4.3; and
- g) The parties agree that SAUF has the power to retain, deal with or dispose of any property seized by it in the manner specified in sections 123, 125, 126, 128, 129 and 134(1) of the PPS Law and in any other manner it deems fit.

The following term inclusions are effective as of 01/01/2019

30) Trade sanctions - It is the policy of SAUF to strictly comply with all relevant trade sanction laws and regulations. SAUF cannot accept any orders of fishing products for supply or resale to any parties and/or countries sanctioned by



Shimano Australia Fishing Pty. Ltd. (ABN 81 002 102 392)
p: 02 9533 0000 f: 02 9524 8822 e: sales@shimanofish.com.au

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OFAC (Office of Foreign Assets Control/USA). All such orders found in our order system, will be cancelled.

Restrictions of Exports Outside Of Australia

31.1) Supply of Shimano Products intended for Australia

Any Products supplied by Shimano to the Dealer are intended for customers in the Australian market. The Dealer shall undertake all reasonable efforts to ensure that the Products supplied under this agreement are being resold to customers located in Australia only. For the avoidance of doubt, this obligation applies equally to goods resold by the Dealer in brick-and-mortar stores and online stores.

31.2) Ensuring supply of goods to Australia only

The Dealer shall, in respect of goods supplied under this agreement:

- a) Implement technical measures on its online points of sale (if any), enabling the Purchaser to automatically determine the location of potential customer visiting its website;
- b) Only offer delivery to addresses in Australia;
- c) Implement a geo-blocking on the respective website (if applicable) to not show offers available in Australia to site users outside of Australia;
- d) Where the Dealer has a back-to-back agreement for the resale of the Products, include these export restrictions in that agreement;
- e) Undertake all reasonable efforts to prevent the export of Products to any locations outside Australia by its direct

or indirect customers.

31.3) Obligation to report to Shimano

If the Dealer becomes aware of any customers selling or intending to sell any Products outside of Australia, it must notify SAUF as soon as practicable.

31.3) Breach of obligations under this clause

If there are any circumstances that suggest the Dealer may be in breach of this clause, the Dealer will, at the request of SAUF, provide SAUF with any documentation requested to demonstrate that it has not supplied to customers or locations outside of Australia, and/or has stopped the supply of Products to customers that it discovered were reselling to locations outside of Australia. If the Dealer is unable to provide documentation, Shimano may:

- a) Reduce the quantity of Products supplied to the Dealer by its own estimate of the amount of Products being resold to locations outside of Australia; and/or
- b) Stop the delivery of the Products to the Dealer.

NOTE: All Dealers are expected to fully comply with clause 10 & 31 by no later than 1 March 2019, failing which enforcement may be taken.

SHIMANO REEL SERVICE CENTRE

Shimano Australia Fishing Pty. Ltd.
p: 02 9533 0000 f: 02 9524 8044 e: spares@shimanofish.com.au

Estimated Service/Repair Costs - SPIN REELS	\$40	\$50	\$60	\$65	\$80	\$100	\$110
Sedona, Nasci - 1000-C5000	Y						
Baitrunner ST and DL - 2500 – 4000 Spheros, Socorro – All Sizes		Y Y					
Baitrunner D/OC - 4000 – 12000 Thunnus Ci4, Saragosa – All Sizes Biomaster, Sustain, Stradic, Rarenium Ci4+ - All Sizes			Y Y Y				
Ultegra, Big Baitrunner				Y			
Stella, Excense, Twin Power - 1000 – C5000					Y		
Stella SW, Twinpower SW - 5000 – 20000							Y
Estimated Service/Repair Costs - GAME REELS	\$35	\$40	\$60	\$70			
TLD Single Speed 15-25 (+TR1000/2000)	Y						
TLD 2 Speed 20-50			Y				
Tyrnos Single + 2 Speed,			Y				
Talica 8-50 incl. 2 Speed, Tiagra 12-130, Torsa 16-40				Y			
Estimated Service/Repair Costs - STAR DRAG REELS	\$20	\$50	\$60				
TR200G	Y						
Torium 16-50, Tekota 300-800		Y					
All Electric Reels – Australian Models Only						Y	
Estimated Service/Repair Costs - BAITCASTER REELS	\$35	\$40	\$50	\$80			
Citica, Caenan, Corvalus, Casitas, Caius	Y						
Calcutta (all models except 700), SLX		Y					
Chronarch, Curado, Calais, Calcutta 700, Stile, Engetsu			Y				
Tranx, Excense DC, Curado DC				Y			

ALL REEL SCHEMATICS AND THEIR RESPECTIVE PART NUMBERS CAN BE FOUND AT WWW.SHIMANOPROMOTIONS.COM.AU/SCHEMATICS

- All Reel Schematics and their respective part numbers can be found at www.shimanopromotions.com.au/schematics.
- To ensure the correct parts are provided, all Spare Parts orders must be accompanied by a Shimano Part Number and quantity for each part ordered.
- Please ensure all reels shipped to the Reel Service Centre are accompanied by a Reel Repair Request Form. These are available in the Customer Service section of our website www.shimanofish.com.au and should include your Business Name and address, a contact name and telephone number and a clear description of the work required.
- All service repair costs quoted above are estimates only based on the most likely parts required. They do not include Labour or Shipping charges and are subject to change.
- Where the actual cost does not exceed the above estimated value, all jobs will be completed without further approval. Where the actual cost will exceed the estimate, customer approval will be sought to proceed with the job. Where this approval to proceed has not been received within 90 days, a \$20 quotation charge will apply and the reel will be returned to the sender.
- Where a firm quotation is requested prior to commencement a \$20 quotation charge will apply. If the quote is accepted, or the fault is subsequently covered under warranty, the \$20 quotation charge will be credited against the cost of the service/repair.
- All requests for warranty repair must be accompanied by a valid proof of purchase and warranty card.
- Shimano Australia Fishing recommends all shipments are sent via Registered Post and accepts no responsibility for lost deliveries.
- All Reel Repair/Service return shipping attracts a return freight charge of \$16.50 unless under warranty. An additional surcharge of \$8.50 will occur for all PO Box deliveries.
- • All Spare Parts shipping attracts a charge of \$5.50. An additional surcharge of \$8.50 will occur for all PO Box deliveries.

Prices effective as of 1st August 2019 - 31st July 2020