



# CONDITIONS OF SALE

Fashionability Group Pty Ltd | A.C.N. 660 072 239 | ABN 52 660 072 239 | trading as Associated Fashion Distributors Effective 30 September 2026

## 1 Definitions & application

'AFD' means Fashionability Group Pty Ltd trading as Associated Fashion Distributors. 'Customer' means the person or entity acquiring goods or services from AFD. 'Goods' includes garments, accessories and other products supplied by AFD. These Conditions apply to every quotation, order and supply by AFD unless AFD agrees otherwise in writing. Any Customer terms apply only if expressly accepted by AFD in writing. Nothing in these Conditions excludes rights that cannot lawfully be excluded.

## 2 Orders & contract

An order is an offer by the Customer and becomes binding when accepted by AFD, including by written confirmation, invoice, allocation of stock or commencement of manufacture or supply. Product images, samples and colour representations are indicative only; reasonable commercial variations in colour, texture, measurements, dye lots and finishes may occur. AFD will not materially substitute a style or product without agreement.

## 3 Price & GST

Unless stated otherwise, prices are in Australian dollars and exclude GST, freight, insurance and other applicable charges. GST is payable in addition where applicable under the A New Tax System (Goods and Services Tax) Act 1999 (Cth). AFD may correct an obvious pricing error before supply. Any material price change after order acceptance will be notified before the affected Goods are supplied.

## 4 Payment & credit

Payment is due within the period shown on the invoice or approved credit account. AFD may set or reasonably vary credit limits having regard to payment history or credit risk, and may require payment before further supply. Overdue amounts may bear interest at the rate stated on the invoice or credit application, or if none is stated, at the Reserve Bank of Australia cash rate plus 8% per annum, calculated daily. The Customer must reimburse reasonable external debt-recovery costs actually incurred, to the extent permitted by law.

## 5 Delivery

AFD will use reasonable endeavours to meet indicated delivery dates, which are estimates unless expressly agreed as fixed. Partial deliveries are permitted. The Customer must provide accurate delivery details and reasonable access. If delivery is delayed because of the Customer, AFD may store the Goods and recover reasonable storage and re-delivery costs after giving notice.

## 6 Risk

If AFD arranges delivery, risk passes when the Goods are delivered to the Customer's nominated address. If the Customer nominates or arranges the carrier, risk passes when AFD hands the Goods to that carrier. The Customer must insure the Goods from the time risk passes.

## 7 Inspection, defects & returns

The Customer should inspect Goods promptly and notify AFD in writing of visible shortage, damage or defect within 7 days of delivery, quoting the invoice and style details. A return authorisation must be obtained before returning Goods. This notice period does not limit any non-excludable statutory right. Change-of-mind, slow-selling or incorrectly ordered Goods may be returned only with AFD's written approval and on agreed terms. Approved returns must be unused, unaltered and suitably packaged.

## 8 Australian Consumer Law

Where the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 (Cth) or another law gives the Customer a guarantee, right or remedy that cannot be excluded, these Conditions operate subject to that law. Where section 64A of the Australian Consumer Law permits liability to be limited, AFD's liability is limited, at AFD's option, to replacing the Goods, supplying equivalent Goods, repairing the Goods, or paying the reasonable cost of replacement or repair.

## 9 Title / retention of ownership

Title to Goods remains with AFD until AFD has received cleared payment of all amounts payable for those Goods. Until title passes, the Customer must keep unpaid Goods identifiable and in saleable condition and must not grant an interest in them inconsistent with AFD's rights. The Customer may resell Goods in the ordinary course of business. AFD may recover unpaid Goods where legally entitled to do so and after complying with applicable law.

## 10 PPSA

The Customer grants AFD a security interest in Goods supplied on credit and their proceeds to secure amounts owing for those Goods. The Customer consents to AFD registering and maintaining that security interest on the Personal Property Securities Register and must provide reasonable information and assistance required for that purpose. To the extent permitted by section 115 of the Personal Property Securities Act 2009 (Cth) in relation to commercial collateral, the parties contract out of provisions that may lawfully be excluded. The Customer waives notices only to the extent the PPSA permits. Defined PPSA terms have the same meaning as in that Act.

## 11 Cancellation & indent orders

Orders for indent, forward-delivery, specially sourced or manufactured Goods are commitments on which AFD and its suppliers may rely. Cancellation or reduction after acceptance requires AFD's written approval. If approved, the Customer must pay only the reasonable, documented and non-recoverable costs AFD has incurred because of the cancellation, including supplier charges, to the extent permitted by law. AFD will take reasonable steps to mitigate those costs.

## 12 Force majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, industrial action, transport or port disruption, war, government action, epidemic, major systems failure or material supply interruption, provided the affected party gives reasonable notice and takes reasonable steps to minimise the impact. Payment obligations for Goods already supplied are not suspended.

## 13 Intellectual property & marketing material

Copyright, trade marks, registered designs and other intellectual property in AFD or supplier photographs, artwork, catalogues, designs, specifications and marketing material remain with their owner. The Customer may use authorised marketing material only to promote genuine Goods supplied by AFD and must not alter product designs, trade marks or registered artwork without written permission. Any licence ends when requested by AFD or when the Customer ceases stocking the relevant Goods.

## 14 Liability

To the maximum extent permitted by law, AFD is not liable for indirect or consequential loss, loss of profit, loss of opportunity or reputational loss arising from the supply or use of Goods. For claims not subject to a non-excludable statutory remedy, AFD's aggregate liability for an affected supply is limited to the amount paid or payable for the affected Goods. These limitations do not apply to fraud, wilful misconduct, death or personal injury caused by negligence, or any liability that cannot lawfully be limited.

## 15 Default, suspension & termination

If the Customer fails to pay an undisputed amount when due, AFD may give written notice requiring payment. If the default is not remedied within 7 days, AFD may suspend further supply or terminate outstanding orders, subject to any applicable law. AFD may also require reasonable security or payment in advance where there is a material and objectively reasonable credit risk. Rights arising on insolvency are subject to any statutory stay or restriction under the Corporations Act 2001 (Cth) or other applicable law.

## 16 General & governing law

A waiver must be in writing and applies only to the matter waived. If a provision is invalid or unenforceable, it is to be read down where possible and otherwise severed without affecting the remainder. AFD may update these Conditions for future orders by publishing or providing revised terms; accepted existing orders remain subject to the terms applying when accepted unless the parties agree otherwise. These Conditions are governed by the laws of Queensland, Australia, and the parties submit to the courts of Queensland and courts competent to hear appeals. The United Nations Convention on Contracts for the International Sale of Goods does not apply.