

Kincrome Australia Pty Ltd ("**Kincrome**") is a successful Australian tools company which distributes tools and equipment to the automotive, industrial and hardware sectors. The tools and equipment that Kincrome distributes are mostly under brands which Kincrome owns or is licensed to distribute in Australia, including Kincrome, Supatool, Lisle, Finkal and Katana ("**Products**").

Kincrome has built a strong reputation and brand equity for both the business and its Products. Over a period, there has been an increase in the number of customers who sell Products through unauthorised websites. This practice has had a negative impact on Kincrome's reputation and brand equity. For this reason, Kincrome has implemented this Online Trading Policy ("**Policy**").

This Policy applies to customers ("**Customer, you, your**") that Kincrome supplies and distributes Products to under the Prior Agreement. This Policy sets out the terms and conditions on which Customers can distribute the Products online on a Website. By agreeing to distribute the Product under the terms of the Prior Agreement, you agree to be bound by the terms and conditions of this Policy. This Policy was published on 12 August 2022.

Terms and conditions

1. The Customer must not offer for sale, sell, promote or facilitate the offering for sale or sale of any Products (directly or indirectly in any manner or by any means) on any Website without the prior written approval of Kincrome under clause 2.
2. The Customer must obtain prior written approval from Kincrome to advertise and/or sell any Products online on or through a Website ("**Approved Website**"). Any request for approval under this clause 2 must be in writing and must:
 - a) Clearly identify the domain names of all Websites the Customer proposes to advertise or sell the Products on and provide details of the registrants and operators of such Websites;
 - b) Clearly identify the Products which the customer proposes to sell online on the Websites identified in clause 2a);
 - c) Limit the online sale of Products on the Website within the Territory.
3. Kincrome may, in its absolute and sole discretion, either approve or decline a Customer's written request under clause 2. Such approval must be in writing and signed by an Authorised Officer of Kincrome. Kincrome may place conditions on the approval including the approval applying to selected Products and selected Websites.
4. Notwithstanding clause 3, Kincrome may, at any time and in its absolute and sole discretion:
 - a) withdraw its approval:
 - i. in part; or
 - ii. in full; or
 - b) notify the Customer that there are certain Products which are not to be promoted or offered for sale online on any Website (including an Approved Website). The selection of these Products is entirely at Kincrome's absolute and sole discretion.
5. If Kincrome exercises its rights under clause 4, the Customer must remove the relevant Products from the Approved Website.
6. Kincrome will not be liable in any way for any Loss that the Customer may suffer or incur arising out of or in connection with removing the Products from the Approved Website under clause 5.

7. If Kinchrome grants approval under clause 3, the Customer is solely responsible for ensuring that the online sale of Products on the Approved Website is limited within the Territory, as required under clause 2c).
8. The Customer must only use marketing and promotional images and material of the Product that have been supplied by Kinchrome and approved by Kinchrome for online use.
9. The Customer must make changes, alterations or modifications to any image or description of any Products within three days of being requested to do so by Kinchrome.
10. Where the Customer has obtained approval under clause 3, Kinchrome may in its absolute and sole discretion give its written consent to the Customer to describe itself as a Kinchrome approved online retailer on the Approved Website. Kinchrome may at any time, in its absolute and sole discretion, withdraw its consent for the Customer to describe itself as a Kinchrome approved online retailer.
11. Customers who do not comply with this Policy will be notified in writing. Customers must comply with any directions issued by Kinchrome within 14 days. If the Customer has not complied with Kinchrome's direction within 14 days, the Customer may be subject to review, suspension, termination or cessation of supply of Products and/or any Customer discounts to be determined at Kinchrome's absolute and sole discretion.
12. We may update or vary this Policy from time to time. An up-to-date version of this Policy will be made available on our website. We may notify you of any update or variation made to this Policy and you may expressly accept or reject such update or variation. If you do not accept the Policy, this may lead to termination or cessation of supply of the Products to you.
13. In this Policy, unless the context requires otherwise:

Approved Website has the meaning given under clause 2.

Authorised Officer means the managing director, general manager of sales or any other person approved in writing by Kinchrome.

Loss means any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment whatsoever, whether direct, indirect, consequential, exemplary, incidental, special or punitive.

Prior Agreement means the trading terms and conditions between Kinchrome and the Customer.

Related Body Corporate has the meaning given to that term by the *Corporations Act 2001* (Cth).

Territory means Australia.

Third Party Website means any website whose domain name is registered in the name of a party other than a Customer or a Related Body Corporate of the Customer and includes the following:

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| a) ebay.com.au ; | g) shopping.com.au ; |
| b) amazon.com.au ; | h) shopbot.com.au ; |
| c) alibaba.com ; | i) catch.com.au ; |
| d) gumtree.com.au ; | j) partsales.com ; |
| e) myshopping.com.au ; | k) shopping.com ; and |
| f) graysonline.com.au ; | l) Facebook Marketplace . |

Website means a website whose domain name is registered to the Customer or a Related Body Corporate of the Customer and a Third Party Website.

14. The Purchaser acknowledges and accepts the terms of the Kinchrome Online Trading Policy. The Kinchrome Online Trading Policy can be referenced at www.kinchrome.com.au