

Terms and Conditions

1. Application of these Terms and Conditions

The below Terms and Conditions (**Terms and Conditions**) apply to members of SustainaWOOL and users of SustainaWOOL services (**you, your, User**). Please read the Terms and Conditions carefully. Your application for SustainaWOOL membership or use of our Services indicates your acceptance of the SustainaWOOL Rules including the SustainaWOOL Manual, these Terms and Conditions and any other obligations communicated to you by the Australian Wool Exchange Ltd (**AWEX, we, us**). AWEX is the owner and operator of the SustainaWOOL Integrity Scheme, an accreditation scheme which provides sustainability standards within the wool production industry.

2. Variation of these Terms and Conditions

We may make changes to these Terms and Conditions at any time. You should check these Terms and Conditions regularly for such changes. If we change these Terms and Conditions we will publish an updated version under the 'Terms and Conditions' link on the SustainaWOOL website and will notify Members in advance of any changes taking effect. Your access or use of the Site after an updated version of these Terms and Conditions has been made available on the Site indicates your acceptance of the Terms and Conditions as changed by us.

3. Definitions

In this agreement the following definitions apply:

AWEX Code of Conduct and Rules means the document by that name available [here](#), as updated from time to time by AWEX;

Confidential Information means the terms of this agreement and all confidential information, material and technology disclosed or provided in any form by any party to any other party in connection with the subject matter of this agreement;

Partner means a current SustainaWOOL Supply Chain Partner;

SustainaWOOL™ Certification Reports means the reports issued by Partners confirming that certain batches of wool sourced from accredited SustainaWOOL suppliers for the purpose of ensuring that integrity of the accreditation of SustainaWOOL is maintained throughout the supply chain process;

SustainaWOOL Rules means the SustainaWOOL Manual, these Terms and Conditions and any other obligations communicated to you by AWEX which purport to form part of the SustainaWOOL Rules.

Territory means Australia as such other locations in which Partner operates.

4. Services

- 4.1** Our services involve a single, rigorously audited sustainability scheme that is independently owned and operated allowing wool from accredited farms to be made available to users worldwide, with the integrity of being maintained through the supply chain.
- 4.2** We grant you a non-exclusive, non-transferable, limited licence to use the Services in accordance with these End User Terms, and payment of any fees for the service.

5. SustainaWOOL Membership

- 5.1** SustainaWOOL Membership is available to persons who meet the criteria, make an application and pay the annual fee.
- 5.2** Members must pay the annual fee no later than 21 days from the date advised by AWEX.
- 5.3** The annual fee is non-refundable in the event that a Member's Membership ceases during the year for any reason.
- 5.4** There are three categories of SustainaWOOL Membership:
- (a) SustainaWOOL Accredited Grower;
 - (b) SustainaWOOL Certified Gold Grower;
 - (c) SustainaWOOL Supply Chain Partner. Supply Chain Partners may be an accredited partner wool selling agent, an accredited partner wool exporter or processor, or an accredited brand and retail partner.
- 5.5** To maintain SustainaWOOL Membership, Members must comply with the following obligations:
- (a) SustainaWOOL Accredited Growers:
 - (i) agree to a desktop audit and sale lot inspections by AWEX appraisers;
 - (ii) if required by AWEX, agree to a farm inspection by an AWEX-trained inspector; and
 - (iii) must furnish all documents as required to verify their wool bales including certification for wool bales, provenance credentials and certificates for lots.
 - (b) SustainaWOOL Certified Gold Growers:
 - (i) agree to a desktop audit and sale lot inspections by AWEX appraisers;
 - (ii) agree to an annual farm audit and inspection by an AWEX-trained inspector; and
 - (iii) furnish all documents as required to verify their wool batches including certification for wool bales, provenance credentials and certificates for lots.
 - (c) SustainaWOOL Supply Chain Partners:
 - (i) Accredited partner wool selling agents must maintain integrity to their sales processes and keep accurate sales records and lotting information.
 - (ii) Accredited partner wool exporters and processors must, on request, provide their purchasers with SustainaWOOL consignment certification reports for the purposes of verifying the product as SustainaWOOL certified, and enable this to be traced back to the individual sale lot and farm.

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- (iii) Accredited brand and retail partners will receive the benefit of using SustainaWOOL consignment certification reports to meet their goals of animal welfare and social responsibility. Brand and retail partners have an obligation to maintain records of provenance for their SustainaWOOL products.

6. SustainaWOOL Member Obligations

6.1 Market Practice and Business Rules

In addition to the category specific obligations set out at clause 4.3, members must:

- (a) not engage in conduct that is misleading or deceptive or is likely to mislead or deceive;
- (b) not knowingly assist a person in an act which could have the effect of misleading or deceiving others or contravene any SustainaWOOL requirement;
- (c) refrain from any action which would conflict with the Rules;
- (d) comply with their clients' lawful instructions unless those instructions contravene the Rules;
- (e) take all reasonable steps to ensure that delivery and settlement procedures are performed in a fair, expeditious and efficient manner;
- (f) provide to prospective buyers adequate and accurate information to ensure that the product offered for sale is not misrepresented;
- (g) at all times behave in a way that upholds the values, integrity and good reputation of the SustainaWOOL Integrity Scheme;
- (h) take all reasonable steps to ensure that AWEX is kept informed of any change in the nature and scope of the Members' business that is likely to be relevant to the operations of the SustainaWOOL Integrity Scheme;
- (i) advise AWEX of any circumstance that may have an adverse effect on the continuing ability of Members to comply with the SustainaWOOL Rules.

6.2 Management Control

Members and Members' directors or officers, as appropriate, must:

- (a) take all reasonable steps to ensure that Members fulfil their responsibilities as Members;
- (b) take all reasonable steps to ensure that their clients are not misled concerning the identity of or other relevant information concerning the Members, their officers and their associated companies;
- (c) take responsibility for the actions of their employees and representatives;
- (d) take reasonable steps to establish and maintain compliance procedures so that they and their employees have sufficient knowledge of relevant legal requirements, including the requirements under the Australian Commercial Law, the SustainaWOOL Manual and any other requirements to properly undertake their business;
- (e) have in place procedures to ensure that clients' complaints are properly and expeditiously handled and that any necessary remedial action is taken promptly;
- (f) maintain appropriate confidentiality about dealings they have with clients and with AWEX.

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6.3 Conflict of Interest

Members must take steps to ensure that they avoid circumstances which limit the independence of their services.

6.4 Financial and Compliance Capacity

- (a) Members must ensure they have sufficient financial resources and an appropriate financial structure in place to undertake their business in accordance with the SustainaWOOL Rules.
- (b) The Chief Executive Officer of AWEX may at any time require that a Member provide any information the Chief Executive Officer considers necessary to demonstrate that the Member's capacity to comply with the SustainaWOOL Rules.
- (c) Where the Chief Executive Officer has reason to suspect a Member may be unable to comply with the SustainaWOOL Rules, the Chief Executive Officer will treat the issue as a potential breach of the SustainaWOOL Rules and will investigate the matter in accordance with the procedure outlined in clause 6.

6.5 Information

- (a) Seller Members must provide to AWEX any information requested by AWEX that will enable AWEX to ascertain whether a clip or lot has been prepared in accordance with the standards of the SustainaWOOL Integrity Scheme.
- (b) If AWEX requests a Member to provide information which is reasonably required for the operation of the SustainaWOOL Integrity Scheme, the Member must provide that information and AWEX will not disclose information which is considered confidential by AWEX unless required by law or the SustainaWOOL Rules.

7. Breach of Member Obligations

- 7.1** A suspected breach of the SustainaWOOL Rules will be investigated by the AWEX Chief Executive Officer in accordance with clause 3.4 of the AWEX Code of Conduct and Rules. During this investigation, the Member will have the opportunity to make a comment on the suspected breach.
- 7.2** The Chief Executive Officer may refer the matter to the AWEX Review Committee established in accordance with clause 3.4 of the AWEX Code of Conduct and Rules. The Member will be notified if such a referral occurs.
- 7.3** If the Review Committee determines that the Member has breached a section of the SustainaWOOL Rules, it may:
 - (a) Find the breach requires no action to be taken;
 - (b) Reprimand the Member;
 - (c) Recommend to the AWEX Board of Directors ("**the Board**") that the Member be suspended from the SustainaWOOL Integrity Scheme for a specified period;
 - (d) Recommend to the Board that the Member be expelled from Membership of the SustainaWOOL Integrity Scheme;
 - (e) Impose a fine upon the Member in accordance with clauses 3.4.8 and 3.4.9 of the AWEX Code of Conduct and Rules; or

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(f) Impose any other sanction it deems appropriate.

7.4 If a decision is made by the Chief Executive Officer or the Review Committee in relation to a suspected breach under clause 6.1, it may be subject to review pursuant to clause 3.4 of the AWEX Code of Conduct and Rules.

7.5 Should the Review Committee make a recommendation to the Board under clause 6.3(d) or (e), the Board will consider the recommendation and make a decision in accordance with clause 3.4.20 and 3.4.21 of the AWEX Code of Conduct and Rules.

8. Dispute Resolution

8.1 If a dispute or difference arises out of or in connection with an agreement or a contract under which the parties have agreed to submit such disputes to arbitration then arbitration may occur in accordance with clause 3.5 of the AWEX Code of Conduct and Rules.

9. User information and Warranties

9.1 You are responsible for providing, updating and maintaining, correct (a) information about yourself including your registration, and (b) information that you provide to us as part of the integrity scheme (**User Information**).

9.2 By submitting User Information to us, and using the Services, you grant us a non-exclusive, royalty-free, transferable licence to collect, use and disclose the User Information in order to provide the Services to you, and other users of the Integrity Scheme, and for the purposes set out in our Privacy Policy.

9.3 You warrant that:

- (a) you possess the legal authority to provide all relevant User Information to us;
- (b) you will at all times comply with all relevant laws and regulations; and
- (c) your User Information is accurate, current, complete and not misleading.

9.4 You must not use the Services for any activities, or to post or transmit any material, that:

- (a) would cause you or us to breach any law, regulation, rule, code or other legal obligation (including any privacy law or intellectual property right);
- (b) defames, harasses, threatens, menaces, offends or restricts any person; or
- (c) would bring us, or the Services, into disrepute.

10. Intellectual Property Rights

- 10.1** Our Services contains intellectual property which is owned by or licensed to us and is protected by Australian, and international laws, including but not limited to the trademarks, trade names, software, content, design, images, graphics, layout, appearance, layout and look of our Services.
- 10.2** You agree that, as between you and us, we own all intellectual property rights in the Services, and that nothing in these Terms constitutes a transfer to you of any intellectual property rights.

11. Privacy

- 11.1** We will collect, use and disclose any personal information in accordance with our privacy policy available [here](#), and in accordance with the Privacy Act 1988 (Cth) in Australia and the Privacy Act 1993 (NZ) and any other applicable privacy laws, including any determination, code or guideline issued under those laws in the relevant territory (Privacy Laws).
- 11.2** You must ensure that your disclosure of User Information to us complies with all relevant Privacy Laws.

12. Termination and Suspension

- 12.1** We reserve the right to deny or suspend your access to the Services at any time, for any reason whatsoever (including any breach of these Terms), at our absolute discretion.
- 12.2** On termination or expiry of this agreement, you must immediately cease using the Services.

13. Disclaimer and Liability

- 13.1** While we use reasonable efforts to provide the Services in accordance with their stated description, you acknowledge the following (to the extent permitted by law and subject to clause 14.2):
- (a) The Services are provided strictly on an "as is" and "as available" basis;
 - (b) We exclude all liability to you for any:
 - (i) inaccuracy, incompleteness, or inappropriateness of the Services;
 - (ii) delay or unavailability of the Services, or the Services being out-of-date;
 - (iii) data loss or corruption, or any viruses or other harmful components associated with Services; and
 - (iv) use of the Services by you, including any decisions made or outcomes based on the Services
 - (c) We are not liable to you (whether in contract, tort, negligence or otherwise) for any loss of profit, revenue, anticipated savings, goodwill, reputation or opportunity, or any other indirect or special loss or damage; and
 - (d) To the extent we have any liability to you in relation to the Services or under these Terms (other than for our fraud, breach of clause 11 (Privacy) or under the indemnity in clause 15.2), our liability is limited to resupply of the Services.

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13.2 You acknowledge that the Services may assist you in dealing with Institutions, but we are not providing you with any legal, taxation, financial or other advice about the suitability or appropriateness of any service and we express no opinion on any service or Institution.

14. Implied Warranties

14.1 To the maximum extent permitted by law, and subject to clause 14.2, any representation, warranty, condition, guarantee or undertaking that would be implied into these Terms by legislation or otherwise is excluded.

14.2 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by Consumer Law or any other applicable law that cannot be excluded, restricted or modified ('Non-Excludable Obligation'). However to the maximum extent permitted by law, our liability for a breach of a Non-Excludable Obligation is limited, at our option, to the cost of supplying the Services again or payment of the cost of having the Services supplied again.

14.3 For the purposes of the above, "Consumer Law" means (a) in Australia, as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

15. Indemnity

15.1 You indemnify us from any Third Party Claims against us which arise due to your breach of the Terms.

15.2 We indemnify you from any Third Party Claims against you which arise due to our Services infringing a third party's intellectual property rights (other than due to your User Information, or any acts or omissions by you). If our Services are alleged to infringe a third party's intellectual property rights, we may, at our sole option and expense, elect to modify or replace the Services so they are non-infringing, or cancel supply of the Services and terminate this agreement. To the extent permitted by law, this clause states our sole liability, and your sole remedy, with respect to our Services infringing a third party's intellectual property rights.

15.3 Each party's liability under an indemnity is reduced to the extent that liability was caused or contributed by the other, and an indemnified party must: (i) promptly give written notice to the indemnifying party of the Third Party Claim; and (ii) allow the indemnifying party to conduct the defence and settlement of that claim (provided the indemnified party is not detrimentally impacted).

15.4 For the purposes of this clause Third Party Claim means any claim, suit, action or demand by a third party, and will include any directly related liability, cost, damage or expense (including a fine or penalty imposed by a regulator).

16. Confidentiality

16.1 Each party must (unless expressly agreed otherwise): (a) use Confidential Information only for the purposes of the Services; and (b) keep confidential all Confidential Information and only disclose Confidential Information of the other party to its Personnel who need to know for the purposes of providing the Services.

16.2 The confidentiality obligations in clause 13.1 do not apply to information that: (a) is or becomes legally in the public domain at the time of disclosure without a breach of clause 13.1; (b) is legally obtained from a third party; (c) was already in the possession of a party at the time of disclosure

without any associated obligation of confidentiality; (d) has been independently developed by a party; or (e) is required to be disclosed by law or the rules of a stock exchange.

- 16.3** For the purposes of this clause, Confidential Information means all information that could be reasonably regarded in the circumstances as confidential and not part of the public domain, including, without limitation, information relating to the terms of this agreement or a party's business affairs.

17. Force Majeure

- 17.1** Neither party shall be liable for non-performance or delays caused by an external event beyond the reasonable control of a party, including, without limitation, acts of war, terrorism, cyber or data security attack, civil commotion, epidemic, natural disasters, blockades, embargoes, strikes and lockouts, any other acts of god or act of any government or governmental agency (Force Majeure Event). If the Force Majeure Event continues for a period of 60 days or more, the party not relying on the Force Majeure Event may terminate the affected agreement.

18. General

- 18.1** (Assignment) A party must not assign or novate this agreement, except with the prior written permission of the other party (not to be unreasonably withheld). However we may assign our rights or novate this agreement to any of our group companies or in connection with a merger or consolidation involving us or the sale of substantially all of our assets.
- 18.2** (Severability) If any part of these terms is illegal or unenforceable, it will be severed from these terms and the remaining terms will continue in full force and effect.
- 18.3** (Delay) No delay or failure by either party to exercise a right under these terms prevents the exercise of that right or any other right on that or any other occasion.
- 18.4** (Survival) Any provision of these Terms which is by its nature a continuing obligation will survive termination of these Terms (eg clause 13 (Disclaimer & Liability) clause 14 (Implied Terms) and clause 15 (Indemnity)).
- 18.5** (Laws) These End User Terms are governed by the laws of New South Wales, Australia.