

Terms and Conditions SustainaWOOL Integrity Scheme

1. Application of these Terms and Conditions

These Terms and Conditions (**Terms and Conditions**) apply to registered participants in the SustainaWOOL Integrity Scheme (**SWIS**) and users of SWIS services (together, **you, your, User**). Please read the Terms and Conditions carefully. Your application to participate in the SWIS or use of our Services indicates your acceptance of the SustainaWOOL Rules including 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 SWIS, which provides benchmark sustainability standards for the wool production system in Australia and traceability along the wool pipeline.

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 SWIS website (**Site**) and will notify Members and Partners in advance of any changes taking effect. Your access to 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 these Terms and Conditions the following definitions apply:

Australian Consumer Law means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

AWEX Code of Conduct and Rules means the Code of Conduct and Rules published by AWEX and any variation to such document, available [here](#);

AWEX Review Committee means the AWEX review committee established in accordance with the AWEX Code of Conduct and Rules;

Confidential Information means the terms of these Terms and Conditions 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 these Terms and Conditions;

Grower means an individual or entity legally responsible for the production of wool from a defined area of agricultural land;

Member means a Grower who has attained and maintains a current registration within the SWIS;

Partner or **Supply Chain Partner** means a registered business entity operating in the post-

farmgate in the wool supply chain who meets those requirements of Supply Chain Partnership in the SWIS;

Personnel means any officers, employees, agents, representatives and subcontractors of a party;

Privacy Policy means AWEX's privacy policy, which can be found [here](#), as updated from time to time;

Site means the SustainaWOOL website, accessible [here](#);

SustainaWOOL Rules means the SWIS Grower Standard (accessible [here](#)), SWIS Content Claim Standard, these Terms and Conditions and any other obligations communicated to you by AWEX which purport to form part of the SustainaWOOL Rules;

SWIS Certificate of Partnership means the uniquely numbered certificate provided to each Supply Chain Partner upon registration with the SWIS;

SWIS Certificates of Verification means those uniquely numbered certification reports issued by AWEX to Supply Chain Partners confirming that specific consignments of wool product (greasy wool, top, yarns, fabric) has been sourced from Members in compliance with the applicable SWIS Standard and Content Claim Standard;

SWIS Content Verification Number (CVN) means the unique identification code assigned to each SWIS Certificate of Verification issued by SWIS;

SWIS Licence Agreement means the SWIS licence agreement in relation to the SWIS logos; and

Territory means Australia and such other locations in which a Partner operates.

4. Services

- 4.1 Our services involve a single, rigorously audited integrity scheme that is independently owned and operated allowing wool from member farms to be identified and made available to partner users worldwide (**Services**), with the integrity of being maintained through the supply chain.
- 4.2 We grant you a non-exclusive, non-transferable, limited license to use the Services in accordance with these Terms and Conditions, and subject to your payment of any fees required for the Services which are applicable to your membership or partnership.

5. SWIS Memberships and Partnerships

5.1 SWIS Membership

- (a) SWIS Membership is available to Growers who:
 - (i) meet the relevant criteria in clause 5.2;
 - (ii) have made a successful application to AWEX for SWIS Membership; and
 - (iii) pay the annual fee to AWEX.
- (b) SWIS Members must pay the annual fee no later than 21 calendar days from the date

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advised by AWEX.

- (c) The annual fee is non-refundable in the event that a Member's SWIS Membership ceases during the year for any reason.

5.2 To attain and maintain SWIS Membership, Members must:

- (a) accurately and truthfully complete a SWIS grower declaration each year, accessible [here](#);
- (b) agree to desktop audit and sale lot inspections by AWEX appraisers;
- (c) if required by AWEX, agree to farm inspections by AWEX-trained inspectors;
- (d) provide AWEX appraisers and AWEX-trained inspectors with reasonable access to the premises, systems and documents of the Member to enable them to perform the above inspections; and
- (e) furnish all documents as required to verify their wool bales, including certification for wool bales, provenance credentials and certificates for lots.

5.3 SWIS Supply Chain Partnership

- (a) SWIS Supply Chain Partnership is available to registered business entities operating in the post-farmgate in the wool supply chain who:
 - (i) meet the requirements and criteria of a Supply Chain Partner in the SWIS; and
 - (ii) agree to abide by these Terms and Conditions and enter into a SWIS Licence Agreement.
- (b) SWIS Supply Chain Partnerships are available to business entities involved in wool selling agency, wool export, wool processing, and brand and retail activities, and also to provision of services to Members.
- (c) There is no fee associated with the attainment or maintenance of the SWIS Supply Chain Partnership, however certification fees are imposed by AWEX for the generation of individual SWIS Certificates of Verification.

5.4 To attain and maintain SWIS Supply Chain Partnership, Partners must:

- (a) complete the SWIS Supply Chain Partnership application and execute a SWIS Licence Agreement, which permits AWEX to issue a SWIS Certificate of Partnership with an identifier code specific to the Partner, and which defines the scope of the Partner's business activity for the purposes of SWIS; and
- (b) maintain, and make available to AWEX upon request, sufficient records to enable AWEX to make determinations as to the provenance and integrity of parcels of wool, including sale lots, export consignments, top and yarn consignments, and any fabrics resulting, in compliance with the SWIS Licence Agreement.

6. Member and Partner Obligations

6.1 Market Practice and Business Rules

In addition to the category specific obligations set out at clause 5, Members and Partners must:

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- (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 requirement of the SWIS;
- (c) refrain from any action which would conflict with the SustainaWOOL Rules;
- (d) comply with their clients' lawful instructions unless those instructions contravene the SustainaWOOL 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 SWIS;
- (h) take all reasonable steps to ensure that AWEX is kept informed of any change in the nature and scope of the Members' or Partners' business that is likely to be relevant to the operations of the SWIS;
- (i) advise AWEX of any circumstance that may have an adverse effect on their ability to comply with the SustainaWOOL Rules.

6.2 Management Control

Members and Partners and their directors or officers, as appropriate, must:

- (a) take all reasonable steps to ensure fulfilment of their responsibilities as SWIS Members or Partners;
- (b) take all reasonable steps to ensure that their clients are not misled concerning the identity of, or other relevant information concerning, the Members or Partners, 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 Consumer Law, the SWIS Grower Standards 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; and
- (f) maintain appropriate confidentiality about dealings they have with clients and with AWEX.

6.3 Conflict of Interest

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

6.4 Financial and Compliance Capacity

- (a) Members and Partners 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 or Partner provide any information the Chief Executive Officer considers necessary to demonstrate that the SWIS Member's or Partner's capacity to comply with the SustainaWOOL Rules.
- (c) Where the Chief Executive Officer has reason to suspect a Member or Partner 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 7.

6.5 Information

- (a) Wool selling agent Partners must provide to AWEX any information requested by AWEX to assist AWEX ascertain whether a clip or lot has been prepared in accordance with the standards of the SWIS.
- (b) If AWEX requests a Member or Partner to provide information which is reasonably required for the operation of the SWIS:
 - (i) the Member or Partner must provide that information to AWEX as soon as reasonably practicable (and in any event within 14 calendar days of request); and
 - (ii) AWEX will not disclose information which is considered confidential by AWEX unless it is to AWEX's professional advisers or such disclosure is required by law or the SWIS Rules.

7. Breach of Member or Partner Obligations

- 7.1 A suspected breach of the SustainaWOOL Rules will be investigated by the AWEX Chief Executive Officer in accordance with the AWEX Code of Conduct and Rules. During this investigation, the Member or Partner 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. The Member or Partner will be notified if such a referral occurs.
- 7.3 If the AWEX Review Committee determines that the Member or Partner has breached the SustainaWOOL Rules, it may:
 - (a) find the breach requires no action to be taken;
 - (b) reprimand the Member or Partner;
 - (c) recommend to the AWEX Board of Directors (the **Board**) that the Member or Partner be suspended from the SWIS for a specified period;
 - (d) recommend to the Board that the Member or Partner be expelled from Membership of the SWIS; or
 - (e) impose any other sanction it deems appropriate.

- 7.4 If a decision is made by the Chief Executive Officer or the AWEX Review Committee in relation to a suspected breach, it may be subject to review pursuant to clause 3.4 of the AWEX Code of Conduct and Rules.
- 7.5 Should the AWEX Review Committee make a recommendation to the Board under clause 7.3(d) or 7.3(e) above, the Board will consider the recommendation and make a decision in accordance with 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 the AWEX Code of Conduct and Rules.

9. User Information and Warranties

- 9.1 You are responsible for providing, updating and maintaining, correct (**User Information**):
- (a) information about yourself including your registration; and
 - (b) information that you provide to us as part of the integrity scheme.
- 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 SWIS, and for the purposes set out in our Privacy Policy.
- 9.3 You warrant that:
- (a) you possess the legal authority, and have obtained the necessary consents, 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 contain intellectual property rights which are owned by or licensed to us and are 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 nothing in these Terms and Conditions 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, and in accordance with the *Privacy Act 1988* (Cth), 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 and Conditions), at our absolute discretion.
- 12.2 On termination or expiry of these Terms and Conditions, 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 and agree that (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; or
 - (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, consequential 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 and Conditions (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.
- 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.

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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 and Conditions by legislation or otherwise is excluded.
- 14.2 Nothing in these Terms and Conditions 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.

15. Indemnity

- 15.1 You indemnify us from any Third Party Claims against us which arise as a result of, or in connection with, your breach of these Terms and Conditions.
- 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 the 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 the Services.
- 16.2 The confidentiality obligations in clause 16.1 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 16.1; (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.

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 these Terms and Conditions.

18. General

18.1 (**Assignment**) A party must not assign or novate these Terms and Conditions, 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 and Conditions 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 and Conditions prevents the exercise of that right or any other right on that or any other occasion.

18.4 (**Survival**) Any provision of these Terms and Conditions which is by its nature a continuing obligation will survive termination of these Terms and Conditions (e.g., clause 13 (Disclaimer & Liability), clause 14 (Implied Terms) and clause 15 (Indemnity)).

18.5 (**Laws**) These Terms and Conditions are governed by the laws of New South Wales, Australia.

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