

DEX GROUP - TERMS & CONDITIONS

AGREEMENT TO TERMS

These Terms and Conditions form a contract between the customer (you) and Dex Group Pty Ltd that apply to the ordering, purchase, fulfilment and delivery of goods from Dex Group or one of its agents/brands. Please read these Terms and Conditions carefully before placing your Order as these Terms and Conditions contain important information about the ordering, processing, fulfilment and delivery of goods, including limitations of liability. If you do not understand these Terms and Conditions or if you have any questions, please contact our Customer Service team. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions, and you waive any right to receive specific notice of each such change.

ORDERING

All purchase orders (PO's) and amendments must be in writing on customer's official PO form or company letterhead, over the phone orders will not be accepted. The PO must include the customer's name, address, phone number, item number/name, quantity, unit price, item colour, imprint colour/s, production service, shipment method, delivery address, in-hand date (date of event etc), discounts/special pricing and any other applicable information. If there is not a price on the Purchase Order, 7 standard working day service pricing will be used. Attached with your Purchase Order please include print ready vector artwork. All colours must exist as separate layers and all text will need to be outlined. If the artwork submitted is not usable your order will be placed on hold until print ready artwork can be supplied. It is important to note that custom PMS colours apply to ink printed onto white paper and may vary in appearance up to 1 to 2 shades depending on the type/colour/texture of the material they are printed on. This is unavoidable and not considered a defect/error. You will be sent an artwork approval form within 24 hours of order being received. Production will not begin unless sign off is received for both new and repeat orders. Any delays in approving may result in delay proportionate to the approval delay. Please note that incomplete orders missing any of the information listed above will only be held for a maximum of 72 hours. Any order missing information after 72 hours will automatically be cancelled and will need to be resubmitted, no exceptions.

ARTWORK APPROVALS

Dex Group makes every attempt possible to layout artwork on the artwork approval forms as instructed, but human error and technical errors are inevitable. It is the customer's sole responsibility to review the final artwork approval form and approve it for production. Dex Group will not be held responsible for errors in artwork layout that have been reviewed and approval sign off by the customer. By signing the artwork approval form you are acknowledging the following points of approval. 1) That you have received your acknowledge order confirmation and agree with the pricing, details, delivery and anticipated dispatch date. 2) That you have read our terms and conditions and agree to abide by them. 3) That you are approving the final artwork layout form and confirm you understand that all production times begin after approval. You will receive a production notification after the final artwork approval forms have been received with a revised anticipated dispatch date.

ARTWORK GUIDELINES

Artwork should be emailed directly to your account manager or alternatively to sales@dexgroup.com.au Please include your company name and order number in the subject line. Artwork must be supplied electronically. Line art – vectored art files – EPS, PDF or AI – with fonts outlined (converted to paths/curves). All spot blacks need to be converted to 100% process black. We prefer artwork emailed to us to size for all decoration options, with Pantone® colours included where applicable. Note, if artwork is not sent to size/scale (or with sizing instructions) we will always change to utilize maximum print area available (in scale). Artwork supplied should be sent with a basic mock up showing print colours and position. For digital transfers, photographic art can be accepted. High resolution image at 300 DPI or above actual size. Specify Pantone® colours when requesting a colour match. We will attempt to match all colours, however exact matches are not guaranteed. We match to coated Pantone® colours only. Files less than 10MB can be emailed. Please do not resend PO with artwork if PO has already been sent. For submission of files over 10MB please send files via WeTransfer or drop box. Dex Group use Adobe Illustrator for artworks only. We cannot guarantee solid ink coverage on some of our products, digital printing works best for this type of design. Ink coverage may vary when a light colour is used on a dark background as most ink colours have some transparency. Variations on print positioning of logos on products between and within an order is considered acceptable.

ORDER CONFIRMATION

After your order is processed you will receive an artwork approval form from our team. The artwork approval form acts as a binding agreement between you and Dex Group. Please note that any changes to pricing, instructions and details must be made at this time to avoid delays. When approving the artwork approval form, the agreement clearly states that you have received your order acknowledgement and have read our terms and conditions and are approving the artwork layout. From this point you have confirmed everything is correct for production and claims or adjustments made after approval may not be accepted or will be charged for.

INVENTORY AND STOCK HOLDS

Inventory stock is on a first come first serve basis. Prior to submitting an official PO, always call to check available inventory. Request of stock hold can be made, but is not accepted and confirmed unless hold number has been supplied to customer via email. Stock holds are only valid for 24 hours without a purchase order and will automatically be cancelled after 48 hours without notice. Inventory stock levels are never 100% accurate, if stock quantity advised is too close to the required amount you need, please request physical stock check to avoid disappointment. Inaccurate inventory stock levels are unavoidable.

UNBRANDED ORDERS

All unbranded and sample orders must be sent in via email, over the phone will not be accepted. Order must be received at Dex Group by 1:00pm AEST. to be dispatched same day. Any order where customer is arranging own collection, must inform Dex Group 4 hours prior to advised collection time.

SAMPLE ORDERS

Sample orders valued up to \$2.00 are provided free of charge, but freight fee must be paid. Sample orders are always sent out as unbranded stock. If branded sample product is requested, charges may apply. We highly encourage requesting a sample before your order is placed to ensure you and your customer are happy with the quality and look of the product. Sample orders valued above \$2.00 will be charged at the 250 unbranded column prices plus any applicable freight charges. Samples are non-refundable and cannot be returned for credit. Sample kits are available on request, please email your request for quoting. All sample orders received by 1:00pm AEST will be dispatched same day. If collection of samples is required, 4-hour notice of collection time must be provided. Preproduction samples are available with decoration, email us for quoting.

REPEAT ORDERS

Repeat set up charges are \$35.00 per colour/position, unless otherwise stated. All repeat orders must be provided with reference order number or name of previous order placed at Dex Group. We do not accept any repeat order from other suppliers. All artworks are kept on file for up to 5 years. Orders placed after 5 years will still be treated as repeat order, but old invoice number and artwork files will be need to be supplied.

RUSH 24HR ORDERS

Rush 24-hour service orders must be received and have final artwork approval in by 2:00pm AEST for dispatch after 4:00pm the next business working day. Delivery time additional. Please specify if urgent freight service required or goods will be sent via most economical carrier. Additional charges apply for other carriers or airfreight.

PRODUCTION TIMES

Standard production lead-time is 7 working days from artwork approval (exceptions may apply based on case) to dispatch ex Melbourne Warehouse. If order does not have a specified 'required by' date, order will be processed under standard 7-day service production time. All production services are set and cannot be adjusted. If you require your order to be dispatched sooner or later, order will have to be reset in a new production service time, additional charges may apply.

DELIVERY TIMES

Once goods have shipped, ex Melbourne warehouse your company will be emailed a courier tracking information. This indicates goods will be dispatched by close of business. delivery time after production will depend on the delivery location and freight service used. Anticipated dispatch date is provided with artwork approval form and is estimated based on approval being received within stated time. We strive to dispatch earlier, and this may be done without any prior notification. If there are delays in dispatch for unforeseen reasons, we will advise customer.

DISPATCH

Dispatch notifications are sent every day before close of business. Notifications go out for all order dispatched on the same day and included the courier information and tracking details. If you require image prior to dispatch, this must be advised on PO prior to artwork approval form confirmed. If you do not receive a dispatch notification please contact customer service for update and/or tracking details. Shipping instructions, methods, delivery address and requested dispatch dates must be included on the PO. Note we do not ship to PO Boxes. It is the customers responsibility to check

anticipated transit times with couriers before placing an order. All delivery times provided by couriers are estimates unless an express service is requested and paid for. Dex Group will not be responsible for delays or additional charges for any unapproved changes. Dex Group may dispatch orders prior to customers requested ship date without notification to customer. All shipments are not insured. Dex Group is not responsible for any delays or damages caused by the courier during transit. No credits or refunds will be given if error caused by courier. Delays caused by natural catastrophe, war, acts of terrorism or carrier delay is not the responsibility of the factory.

FREIGHT CHARGES

Flat fee freight is eligible for all standard products shipped to one location nationwide via standard road service (courier chosen by Dex Group). This is not eligible for sale items, indent items, samples, special/discounted products, external stock, below MOQ orders or special courier request services. Delivery is charged at \$15.00 per location. If order is request to be sent via pallet, extra charges will apply. Please contact us for quote.

MINIMUM BELOW ORDER VALUE REQUIRMENTS

All orders approved and accepted under the minimum quantities posted on our websites will incur \$20.00 minimum surcharge. Some items cannot be ordered below our posted minimums so please make sure to confirm your order with our customer service team prior to submission. All orders must have a minimum over 5 units to be accepted, otherwise order will be processed as pre-production sample. This apply to all orders including unbranded stock.

SPECIAL ORDER REQUESTS

Any special requests, delivery labels, documents, contact information, etc. must be clearly stated on your PO. Please do not included important order instructions in the body of emails and/or in other correspondence as this information may be missed. Information and instructions not clearly stated on a PO will be considered non-essential and the Dex Group will not be responsible for special requests or instructions that are not part of the official PO received.

ON SALE PRODUCTS

Any products that are labeled as "On Sale" on the Dex Collection website are available at reduced price to be discontinued. Once sold out of a sale product, new stock will not be available. When purchasing any sale products, you are agreeing to purchasing products at the condition they currently are in. No returns or refunds will be available for any reason.

CHANGES TO ORDER

Changes to any order must be made in writing and must be approved by the Dex Group team prior to the changes becoming effective. Submitting a request without any confirmation by Dex Group will not be considered a valid change and customer will be billed for the original order. Customer is responsible for any and all incurred costs prior to change approval. If customer does not receive a confirmation of the change it may not have been received or approved. Changes made to orders after artwork approval form has been approved will have their production timelines reset, as any change made at this stage requires the order to be pulled from production and new artwork approval form sent for new approval. The only exception to this is changes in a delivery address. We highly recommend checking all details connected to your Purchase Order prior to placing it. The first 2 artwork approval form layouts are free of charge, any changes/modifications after this will be charge \$10.00

per revision. The only exception is when our art department has missed an instruction provided on your PO.

ORDER CANCELLATION

Order cancellation requests must be in writing, any over the phone cancellations will not be accepted. Some orders may not be cancellable, dependent on whether production or shipping has commenced. The customer is responsible for any incurred costs such as set ups, printing, proofs, artwork, packaging and any other expenses incurred by the factory prior to cancelation. There will be a charge of 30% minimum restocking fee for blank stock plus all applicable return freight costs.

RETURNS

A request for a return for credit or refund must be in writing, and state the specific reason for the return to be submitted within 14 calendar days of the invoice. We highly encourage our customers to adopt this policy with their clients to ensure all orders are inspected upon receipt. The factory may reject claims made after the 14th calendar date. Refusing, abandoning or sending back a shipment without approval does not constitute an approval by Dex Group. When approved, returned products must be in the same condition as when they left the factory and any approved return will only be considered based on the quantity returned. Contact a customer service for a return order form. See order cancellations for applicable fees. Please note customers are responsible for arranging returns back to Dex Group.

PRICES

All pricing is in AUD. Due to currency and material fluctuations, prices are subject to change without notice. We are not responsible for incorrect pricing, production times and/or descriptions found on 3rd party databases, websites, flyers or catalogues (ie. APPA, Xebra, Etc.) Prices on the website supersede all pricing, published or otherwise posted. In accordance with Australian Goods and Services Tax laws goods shipped in Australia will be charged GST. Please contact our accounts department prior to ordering for instructions on how you may qualify for any exemptions from tax. For New Zealand or USA orders, please contact custom service for terms of sale.

TRADING TERMS

All customers begin on a COD basis until approved for a 30-day trading account. To qualify distributors are required to place minimum of 5 orders which are paid in full to be considered for trading account. Credit accounts are strictly 31 days from end of month. Accounts outstanding in excess of 45 days, new orders will not be processed and you will be notified your credit is stopped until outstanding amounts are received. Some imported items where we pay in advance, have different payment terms (you'll be notified in this instance). Accounts exceeding 60 days will result in account being passed on to our debt collection agency. All overdue accounts will be automatically frozen until the matter is rectified. In some circumstance's deposits may be requested for orders over \$3,000. You will be notified if applicable.

OVER AND UNDER RUNS

Dex Group reserves the right to over ship or under ship up to 5% and invoice accordingly. Dex Group will not be liable for reproducing additional units of stock that fall within this policy. If exact quantity of goods is needed this must be specified clearly on the Purchase Order.

PRODUCT COLOUR/SIZE/STYLES

Dex Group work closely with our manufactures to ensure minimum colour and size variations between batches. It is unavoidable with certain items due to manufacturing processes and dye lot variations. Please request a sample from current batch shipment. As we continue to improve our range slight product style changes/colour variations may occur without prior notice. We use various imprinting methods to print products. Including, but not limited to pad printing, direct digital printing, screen printing, heat transfer, digital labels, doming, laser engraving, etc. None of these methods (bar laser engraving) are absolutely permanent. Sunlight exposure, scratching, rubbing, cleaning, hand lotions, chemicals and general wear and tear can affect the durability of the print. Some of our products may appear to have scratches, scuff marks and blemishes which occurs naturally during the manufacturing process. Shipping can make these excessive. We strive to identify any problematic items and polybag these wherever possible.

PACKAGING

Products are packaged bulk unless otherwise specified. Boxes are intended to protect the product during transit. Additional packing options available at extra charges. Contact customer service with your request. At time of publishing website details are correct. Modifications may be made without prior notification.

RESOLUTIONS

In the unfortunate event that you or your customer is not happy with an order please contact our customer service team. Please note as stated above that there is a 14-calendar day window to report discrepancies or disputes with an order you and/or your customer has received. After the 14th Calendar day, we will assume the order has been received and accepted as is. When contacting customer service please provide as much detail as possible in relation to the discrepancy/dispute, dates/times, pictures etc. The information will be used to investigate and respond as quickly as possible with resolution options. Please note that once a resolution is provided, agreed and executed as planned it cannot be adjusted.

SOCIAL AND APPLICABLE PRODUCT COMPLIANCES

Dex Group and its manufacturers shall comply with all applicable national, state, provincial and local laws and regulations, industry standards, UN Conventions, and any other requirements that pertain to product safety, employment practices and product manufacturing.

PRIVACY

Personal Information, such as your contact details, that you provide to us during the Order process will be kept and used by us for the purpose of processing your Order in accordance with Dex Group's Privacy Policy.

WARRANTIES YOU MAKE TO DEX GROUP

You represent and warrant to Dex Group that: All information and data provided by you to us is accurate, complete and up to date. Any nominated representative receiving the goods on your behalf at the delivery address is duly authorized by you to do so; In placing your order, you have read and agree to these Terms and Conditions; and in placing your order, complied with all laws. You agree to indemnify us for any loss or damage suffered if you breach these Terms and Conditions.

DEX GROUP WARRANTIES TO YOU

Subject to any rights you have under any consumer protection law which cannot be excluded, we will not be liable to you or any third

party for any loss, damage, cost, expense or injury (including indirect loss such as loss of revenue, profits, anticipated savings, goodwill or business opportunity, injury to your reputation) in contract, tort, under statute or otherwise, howsoever caused including arising directly or indirectly from or in connection with any transaction (actual or contemplated) undertaken or attempted to be undertaken with us. Subject to any rights you have under any consumer protection law which cannot be excluded, Dex Group excludes, all implied terms and warranties whether statutory or otherwise relating to the Dex Groups business or any subject matter of these Terms and Conditions. You are entitled to certain rights under consumer protection law that cannot be excluded. Our liability to you for loss or damage of any kind arising out of these Terms and Conditions will be reduced or limited to the extent (if any) that you cause or contribute to the loss or damage.

TERMINATION

Dex Group reserves the right to, at its discretion, terminate your account and access to and use of the Website immediately: If Dex Groups reasonably believes that you have breached these Terms and Conditions, and that breach is not capable of remedy; or if you have been provided with notice of the breach, and you have failed to remedy that breach within 14 days (where the breach is able to be remedied).

SECURITY AND VIRUSES

Information and emails sent to us may undergo email filtering and virus scanning, including by third party contractors. We do not warrant that such filters and scans will be effective in removing viruses or other potentially harmful code and we have no liability for any viruses transmitted to you.

GENERAL

Dex Group reserves the right at all times to make changes to these Terms and Conditions. Any variations to these Terms and Conditions will take effect from posting on the Website. The Terms and Conditions which apply at the time of Order are those that govern your relationship with Dex Group with respect to that Order. Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms and Conditions nor affect the validity or enforceability of that provision in any other jurisdiction. A failure or delay by Dex Group to exercise a power or right under these Terms and Conditions does not constitute as a waiver of that power or right, and the exercise of a power or right Dex Group does not preclude its future exercise or the exercise of any power or right. The laws of Victoria, Australia govern this agreement. Your transaction is deemed to have taken place in Dandenong South, Victoria, 3175.

PPI & PPS Conditions

A Pre-Production Image (PPI) can be provided per branding position. For example, we can provide one PPI free of charge* for a single branding position, or provide a PPI for each branding position individually throughout the approval process.

If you require all branding positions to be shown together at the same time, this will be treated as a Pre-Production Sample (PPS), and a charge will apply.

*This is subject to the printing method, as some printing methods require a charge for a PPI.

Same Day Service

Dex Collection offers Same Day Service exclusively for Bronze, Silver, and Gold Members, subject to minimum order quantity (MOQ) requirements and service limitations. To qualify, final artwork approval must be received by 11:00 AM (AEST). Orders meeting all requirements will be dispatched on the same business day, though certain services may be ineligible due to production constraints, please confirm availability with the Sales Team before placing your order. Shipping times vary based on location and courier services, and Dex Collection is not responsible for delays beyond its control. This service is subject to capacity limits, may not be available during peak periods, and can be amended or withdrawn at any time. Standard payment and order processing terms apply. For more details, contact the Sales Team.

OTHER

Due to the nature of certain products, variations in colour, size, and style between shipments may occur. If you have concerns, we recommend requesting a sample from the current stock shipment. Please note that product style and colour variations may happen without prior notice. No print method (except for laser engraving) is permanent. Exposure to sunlight, scratching, rubbing, cleaning, hand lotions, chemicals, and general wear and tear can affect the durability of the print. Some products may exhibit scratches, scuff marks, blemishes, or wrinkles, which naturally occur during the manufacturing and packing processes. Printed products should not be washed, and hand washing only is advised to avoid colour fading and breakage. Some products may not be perfectly straight; therefore, square, rectangular, and certain block artworks may appear distorted, especially on rounded surfaces. We take utmost care to ensure print colours match as closely as possible, but due to the nature of materials, a 100% colour match is never guaranteed. Since all materials print differently, if your logo is applied to multiple products, print variations may occur. Solid ink coverage on some products cannot be guaranteed. When light colours (such as white, yellow, or orange) are used on a dark background, ink coverage may vary, as some inks are transparent. Please clarify before printing if unsure. Stipples or half tones cannot be printed; only solid coated Pantone ink colours are used. Full colour prints are done via CMYK, and as such, colour matching or consistency cannot be guaranteed. Digital labels are applied by hand, so label placement may vary slightly between products. Metallic colours cannot be printed. Elements set to overprint may not appear the same as shown on PDF proofs when printed. No two stress shapes are identical in shape, colour, or density, as they are all hand-cut. Edges and mold lines may not always be smooth. White stress shapes may eventually turn yellow, especially when exposed to sunlight or heat. PU ink is transparent, and a consistent, uniform print is impossible to guarantee. Stress shapes can tear if excessive force is applied and are not suitable for children or animals. They are not toys. Certain bulk confectionery products are supplied with nutritional panels and content labels. It is the reseller's responsibility to ensure compliance with food and safety regulations. Confectionery products are produced by multiple manufacturers, so variations in packaging and sizes may apply. Some breakage of confectionery items during manufacturing is unavoidable. Due to health regulations, once confectionery products have left our premises, they cannot be returned under any circumstances. We recommend storing confectionery products in a cool, dry place with temperatures below 22°C. Line drawings are for approximate print positioning only and are not to scale or detailed in shape, size, or colour. Colour proofs are intended as a guide only. For pad prints on stress shapes all items we state to avoid squeezing or scratching the print immediately. The ink typically takes 4-5 days to fully cure due to the materials used.