

IP & Merchandise Terms and Conditions

Australia and New Zealand
v0224



Application of these terms and conditions

These terms and conditions apply to wholesale customers and retailers (**you** or **your**) of the Mohawk Flooring Oceania group of companies (**we** or **us**), including Godfrey Hirst Australia Pty Ltd and Feltex Carpets Pty Ltd in Australia, and Godfrey Hirst NZ Limited in New Zealand, and apply to all our brands including Mohawk Group, Godfrey Hirst, GH Commercial, Triexta, Hycraft, Feltex and RedBook.

They are supplementary to our Terms and Conditions of Sale and any Commercial Credit Account Agreement.

Use of our Intellectual Property (IP)

For the purposes of these terms and conditions, **IP** includes logos, artwork, imagery and trade marks.

We may authorise you from time to time to use our IP, including by providing you with Merchandise which uses our IP. Such authorisation is subject to these terms and conditions and may be withdrawn by us at any time as provided in these terms.

Any authorised use of our IP is to be solely for the purposes of promoting our Products and your relationship with us and must be in accordance with any reasonable instructions issued by us from time to time.

You agree not to do anything in connection with the use of our IP which could adversely affect our reputation or prejudice our interests in the IP, and you further agree to not do anything which could be liable to mislead or deceive.

Supply and use of Merchandise

For the purposes of these terms and conditions, **Merchandise** includes display stands, samples and other point of sale promotional materials.

We may supply you with Merchandise from time to time in return for you paying us a specified contribution amount toward the cost of such Merchandise and subject to these terms and conditions. After receipt of the contribution amount, we shall arrange for delivery and (if applicable, e.g. for display stands) installation in an agreed location within your store.

The provision of any Merchandise by us is on the following conditions:

- (a) You must maintain the Merchandise in good and presentable condition and not make any modifications without our prior written consent.
- (b) You agree not to do anything in connection with the use of the Merchandise which could prejudice our

reputation or our interests in the IP, and you further agree to not do anything which could be liable to mislead or deceive.

- (c) Only relevant approved Mohawk Flooring Oceania logos, artwork, imagery, trade marks and promotional material are to be displayed on our display stands.
- (d) You must keep the Merchandise prominently displayed and, in relation to display stands, installed in the same location as originally agreed with us.
- (e) You may only move Merchandise including display stands to another store or location within a store with our prior written consent.

We may require you to cease using our IP

Except in relation to Merchandise that we allow you to retain in accordance with these terms, you must cease using our IP where you no longer hold a Commercial Credit Account with us.

We may also require that you cease using our IP if you do anything which, in our reasonable opinion, breaches these terms and conditions in a material way.

We may require you to return some or all of the Merchandise provided to you

Ownership and risk in the Merchandise passes to you on payment and delivery respectively.

However, you acknowledge that Merchandise has been provided to you at a significant discount to its actual cost to us and that we have a legitimate interest in ensuring that the Merchandise is used only in accordance with these terms and by customers with whom we have a significant and ongoing trading relationship.

Accordingly, if you cease to hold a Commercial Credit Account with us or do anything which, in our reasonable opinion, breaches these terms and conditions in a material way, we may elect to take back Merchandise provided to you in return for providing a partial refund of the contribution you paid for that Merchandise as follows:

Period after delivery of Merchandise	Contribution amount to be refunded
<6 months	100%
<12 months	80%
<24 months	50%
>24 months	10%

You agree that the Merchandise is deemed to be "Product" for the purposes of the PPSR security granted to us under the Commercial Credit Account Agreement.