



LUXBRANDS[®]

DISTRIBUTOR OF LUXURY BRANDS

Instant Purchase Trading Terms

IMPORTANT NOTICE

By purchasing any product from Luxbrands that bears any type or variant of a DNA trademark—whether through our online self-service platform or via telephone—you acknowledge and agree to our trading terms.

This is especially important for DNA-branded goods, which are strictly intended for either professional salon use or person-to-person resale through a physical bricks-and-mortar store, following an in-person consultation and review of the buyer's hair and scalp.

Each purchase of DNA-branded goods—regardless of whether you have reviewed the full terms—serves as binding confirmation that you understand and accept all conditions, including Clause 26 on page 8, which requires strict adherence.

WARNING: DNA-branded goods resold online are done so with full liability transferred to the seller. Luxbrands holds no responsibility for any claims, issues, or consequences arising from unauthorised online resale.

1. GENERAL

(a) Definitions: “The Company” refers to Stormlab Pty Ltd (ACN 32 089 521 504), trading under the business name and trademark “Luxbrands,” as the provider of goods and services to the Customer. This definition includes the Company’s successors and assigns.

“The Customer” refers to the entity, partnership, or individual requesting goods and services from the Company, including the Customer’s successors and assigns.

“Products” means any product distributed by Stormlab Pty Ltd.

(b) Application of Terms: Where the Customer is applying to the Company for a trading account, the Customer warrants that all information in the Trading Account Application is true and accurate at the time of application.

(c) Exclusive Application of Terms: These terms and conditions apply exclusively to the exclusion of all others, except as provided in Clause 1(d). This includes any terms and conditions of the Customer, whether on the Customer’s order form or otherwise, unless explicitly negotiated and agreed upon in writing.

(d) Additional Terms: The Company reserves the right to incorporate additional terms in any quotation or written communication to the Customer. Such additional terms, together with these terms, will form the binding agreement between the Company and the Customer.

(e) Review and Amendment: The Company reserves the right to review and amend these terms and conditions at any time. Any changes will take effect upon notification to the Customer.

2. PRICES

Prices provided by the Company are specific to each Customer and may vary from those offered to other purchasers. Orders are accepted on the condition that goods or services will be invoiced at the price indicated in the Customer’s individualised Price List Offer at the date of dispatch. Unless specified otherwise, prices are exclusive of GST, export duties, import duties, and other applicable levies or taxes. The Company may amend prices at any time without prior notice.

3. PAYMENT

(a) Payment Terms: The Customer (approved Account holders only) must make payment to the Company for all goods supplied within the time specified on the invoice or Authority (Order/Quote), unless otherwise negotiated and agreed upon in writing with the Company before goods are supplied.

(b) Purchase Requirement: All Account holders are required to purchase goods exclusively through the Company Online ordering facility.

(c) Consequences of Breach: The Customer acknowledges that any breach of payment terms entitles the Company to exercise all rights under this Agreement, including (but not limited to) the right to cancel further credit and take legal action to recover outstanding sums. Orders will not be processed for accounts in arrears, and at the Company’s discretion, full cleared payment may be required before processing and dispatching any order.

(d) Credit Card Fees: At the Company’s discretion, credit card payments may incur a processing fee equal to the fee charged to the Company by the card issuer.

(e) Accepted Credit Cards: The Company accepts Visa, Mastercard, and American Express only.

(f) Cryptocurrency Payments: The Company does not accept cryptocurrency of any kind.

(g) No Right to Withhold Payments: The Customer is not entitled to withhold any payment due on the grounds of set-off, counterclaim, or for any other reason.

(h) Late Payment Administration Fee: If payment remains outstanding beyond the Company’s payment terms, the Customer agrees to pay an administration fee of 10% per month on the outstanding amount in addition to any applicable late payment fee.

4. LATE PAYMENT FEE

If payment remains outstanding beyond the Company's payment terms, the Company reserves the right to charge a late payment fee on the outstanding amount, calculated daily at a rate three percent (3%) above the current commercial bank overdraft interest rate. This rate may vary according to market conditions.

5. COSTS

In cases of non-payment beyond the Company's payment terms, the Customer agrees to pay all associated legal costs on a solicitor-own-client basis, as well as all Mercantile Agent fees, including any commission fees incurred by the Company in debt recovery.

6. DELIVERY**(a) Customer Responsibility for Delivery**

- The Customer is responsible for arranging delivery from the Company's NSW depot and assumes liability for all freight, transport, and insurance costs once goods leave the Company's possession.

(b) Delivery Date Requests

- While the Company will endeavour to meet any delivery date requested by the Customer, it accepts no liability for failure to meet specified delivery dates. The Customer waives the right to make claims for losses or damages arising from delays.

(c) Third-Party Delivery

- Delivery to a third party nominated by the Customer is considered delivery to the Customer for the purposes of this Agreement.

(d) No Right to Repudiate Agreement

- The Customer has no right to repudiate this Agreement based on any failure of the Company to deliver the goods or services.

7. CLAIMS**(a) Inspection and Acceptance of Goods**

- It is the Customer's responsibility to inspect the goods upon receipt to confirm they are complete, undamaged, and consistent with the order. Unless the Customer provides written notice of any claim within twenty-four (24) hours of receiving the goods, the goods will be deemed accepted as complete and satisfactory, with no further recourse for defects or discrepancies.

(b) Returns and Authorisation Requirements

- No goods will be accepted for return unless the Company has provided prior written authorisation. Returned goods must be in original condition and packaging. Unless the Company agrees in writing to cover freight or delivery costs (e.g., if goods were delivered in a damaged state), the Customer is responsible for all return shipping expenses.

8. JURISDICTION AND APPLICABLE LAW

This Agreement is governed by the laws of the State of New South Wales (NSW), Australia. The Company and the Customer agree to submit to the exclusive jurisdiction of the courts of NSW for the resolution of any disputes arising under or related to this Agreement.

9. WARRANTY

(a) Australian Consumer Law Guarantees

● Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). The Customer is entitled to a replacement or refund for a major failure and compensation for any foreseeable loss or damage. For non-major failures, the Customer is entitled to have the goods repaired or replaced as per the ACL.

(b) Exclusion of Implied Warranties

● Except where not permitted by law, all express or implied warranties relating to the quality, fitness for purpose, or suitability of goods supplied by the Company are excluded to the fullest extent permissible.

(c) Manufacturer's Warranty

● If a manufacturer's warranty applies, the Customer's remedy is limited to that warranty. The Customer shall have no right to rescind or cancel the Agreement, claim damages, or seek restitution based on representations or statements made by the Company or its agents. The Customer warrants reliance solely on its own judgment in entering into this Agreement.

(d) Warranty Limitations

● Any warranty provided by the Company does not cover defects or damage arising from: (i) improper maintenance by the Customer;
(ii) failure to follow Company-provided instructions or guidelines;
(iii) misuse of the goods or use beyond the intended application;
(iv) continued use after a defect becomes apparent; or
(v) fair wear and tear, accidents, or Acts of God.

(e) Warranty Voidance

● Any warranty provided by the Company is void if the goods are repaired, altered, or replaced by the Customer without the Company's prior written consent.

(f) Warranty Voidance for Unauthorised Online Sales

● *Any warranty provided by the Company is void if the goods are sold through unauthorised online channels. Warranties and liability protections are only extended to products sold within authorised, physical bricks-and-mortar locations, as specified in Clause 26.*

10. INTELLECTUAL PROPERTY

(a) Copyright in Product Designs

● The Company retains copyright ownership over any drawings, designs, or other intellectual property created for the Customer, unless otherwise agreed in writing.

(b) Customer-Provided Designs and Indemnity

● If the Customer provides specifications, designs, or drawings for the Company to produce goods, the Customer warrants that such materials do not infringe on third-party rights. The Customer indemnifies the Company against all claims, suits, or demands related to any alleged infringement arising from the use of such materials.

11. RIGHTS OF THE COMPANY TO DISPOSE OF GOODS AND SERVICES

If the Company retains or regains possession of goods ordered by the Customer due to non-payment or other breach of this Agreement, the Company reserves the right to dispose of such goods at its discretion. The Company may claim from the Customer any losses incurred from the disposal, including storage and administrative costs.

12. CHANGE OF OWNERSHIP

The Customer agrees to notify the Company in writing within seven (7) days of any change in ownership, including but not limited to changes to registered office, business address, or company officers. The Customer indemnifies the Company against any loss or damage arising from failure to provide timely notification of such changes.

13. CANCELLATION

Orders placed with the Company cannot be cancelled without the Company's written approval. Should the Company agree to a cancellation request, it reserves the right to charge a cancellation fee for any work undertaken, administrative costs, and any restocking fee charged by suppliers.

14. LIEN

The Customer acknowledges that the Company holds a lien over all goods and/or services in its possession that belong to the Customer as security for any outstanding payments. The Company may exercise this lien by retaining possession of such goods and/or services until all amounts due by the Customer are paid in full.

15. RETENTION OF TITLE AND PURCHASE MONEY SECURITY INTEREST

(a) Definitions

- "PPSA" refers to the Personal Property Securities Act 2009 (Cth).
- "Purchase Money Security Interest" (PMSI) has the meaning assigned in the PPSA.
- "Goods" include all goods supplied by the Company to the Buyer and, where applicable, any related services.
- "Services" refers to any services carried out in connection with the supply of goods.

(b) Retention of Title

- Ownership of the goods remains with the Company until: (i) the Buyer has paid all amounts owing for all goods; and
- (ii) the Buyer has fulfilled all other contractual obligations to the Company across all agreements between them.

(c) Grant of Security Interest

- By accepting delivery of the goods, the Buyer grants the Company a Purchase Money Security Interest in the goods, and in any proceeds from the sale of the goods ("the proceeds"). This authorisation grants the Company the right to register the security interest against the Buyer under the PPSA.

(d) Obligations Until Payment in Full

- Until the Company has received full payment for all goods, the Buyer must: (i) refrain from disposing of the goods to third parties except by sale to bona fide purchasers for market value in the ordinary course of business;
- (ii) refrain from using the goods as security or granting any security interest in the goods or proceeds;
- (iii) keep any proceeds separate from other funds; and
- (iv) avoid handling the proceeds in any manner that could adversely affect the Company's interests.

(e) Events of Default

- Events of default include but are not limited to: (i) the appointment of a liquidator, administrator, or controller for the Buyer;
- (ii) the commission of any act of bankruptcy by the Buyer;
- (iii) an unsatisfied judgment entered against the Buyer for more than 14 days;
- (iv) any breach of the Buyer's obligations under this Agreement.

(f) Rights of the Company in the Event of Default

- In the event of default, the Company may: (i) require the Buyer to return the goods;
- (ii) if the Buyer fails to comply, authorise its agent to enter any premises where the goods are located to repossess them, without liability for damages caused. The Buyer indemnifies the Company against any related costs; and
- (iii) pursue legal action to recover any outstanding sums, including situations where ownership of goods has not passed to the Buyer.

16. WAIVER

(a) Pursuant to section 115 of the PPSA, the Buyer waives the Company's obligations to comply with any or all sections referred to in section 115(1) of the PPSA.

(b) The Buyer also waives its right to receive a verification statement under section 157 of the PPSA.

17. CHARGE

The Customer charges all its present and future property as security for its indebtedness to the Company.

18. CONSENT TO CREDIT CHECK – PRIVACY ACT

The Customer consents to the Company, in accordance with the Privacy Act 1988, to:

(a) request and disclose personal information to a Credit Reporting Agency concerning the Customer's creditworthiness; and

(b) contact any trade references or credit providers to obtain or share information related to **the** Customer's credit standing.

19. FORCE MAJEURE

The Company shall not be in breach or default under this Agreement due to any event of force majeure, including acts of God, war, terrorism, industrial action, fire, flood, drought, or any other event beyond its reasonable control.

20. EMAIL TRANSMISSION

This Agreement is binding if transmitted by email. The Customer consents to receiving all future communications, invoices, and statements via email, with such transmissions considered legally binding.

21. MINIMUM ANNUAL PURCHASES

If an applicant for a new Trading Account anticipates purchases below \$3,000 per annum or if an existing Trading Account's history shows annual purchases below \$3,000, the Company reserves the right to close or finalise the account.

22. ADVICE

The Customer acknowledges and agrees that it does not rely on any advice, recommendation, information, assistance, or service involving skill or judgement provided by the Company regarding the use, application, or suitability of goods sold by the Company. Any advice or recommendations given by the Company are offered as general guidance only, and the Customer is responsible for independently determining the appropriateness and application of any product.

Non-Liability for Advice Provided

The Company disclaims any liability for any actions taken by the Customer based on such advice or recommendations, and any use or reliance on the Company's advice is at the Customer's own risk. The Customer agrees that no warranty or guarantee is implied by any advice given by the Company.

23. RETURNED PRODUCTS

Subject to Clause 9, any products returned to the Company after being ordered may, at the Company's sole discretion, incur a restocking fee of thirty percent (30%) of the current list price.

Conditions of Return

- (a) Products are eligible for return only if the Company has provided prior written authorisation.
- (b) Returned products must be in original, undamaged condition and packaging, unless otherwise agreed in writing by the Company.
- (c) The restocking fee will be applied where the return does not result from a fault or error by the Company.

Application of Restocking Fee

The restocking fee of thirty percent (30%) of the current list price is intended to cover administrative, handling, and restocking costs. This fee will be deducted from any refund or credit issued to the Customer.

Non-Refundable Items

Items that do not meet the Company's return conditions or that have been specifically identified as non-returnable at the time of sale are ineligible for returns, and no refund, credit, or restocking fee adjustment will be provided.

24. DISPLAY OF SELF-IDENTIFYING OR BRANDING MATERIALS ON PRODUCTS DISTRIBUTED BY THE COMPANY

(a) Ownership of Intellectual Property

All rights, title, and interest in and to the trade names, brand names, sub-brands, formulations, fragrances, colours, identifiers, and packaging—whether registered trademarks or otherwise—of each product and product range distributed by the Company remain the exclusive property of the original owners who have licensed the Company for distribution purposes. The Company does not transfer any ownership rights to agents, wholesalers, retailers, or other third parties.

(b) Restriction on Display of Third-Party Branding

No agent, wholesaler, retailer, or any other entity is permitted to display, advertise, or use their own branding, logo, name, or any self-identifying material on any product distributed by the Company, nor on any promotional materials for these products, unless a separate written agreement authorising such use has been explicitly issued by the Company.

(c) Scope of Permissible Advertising

If permission to advertise using third-party branding or logos is granted in writing, such permission does not convey any rights, title, or interest in the Company's trade names, brand names, sub-brands, formulations, fragrances, colours, identifiers, or packaging. The right to use these identifiers remains solely with the Company, and any authorised display by agents, wholesalers, or retailers is strictly limited to the terms set out by the Company.

(d) Ownership of Advertising and Branding Materials

All advertising, promotional materials, logos, brand names, sub-brands, self-identifying materials, and any other branding materials created or displayed on any products distributed by the Company automatically become the property of the Company. The CEO of the Company is the only individual authorised to provide written waivers or exceptions to this clause.

(e) Limited Authorisation and Duration of Branding Permissions

By entering into this Agreement, agents, wholesalers, and retailers acknowledge that they are purchasing products for distribution from the Company. Any permission to use their own branding or identifiers on Company products must be authorised in writing by the CEO of the Company, with specific terms and a clearly defined time frame. No branding permission will be considered indefinite, and any granted permission is subject to review and possible revocation at the sole discretion of the Company.

25. ANTI-DIVERSION & PASSING OFF

25.1 Exclusive Licence and Trademark Protection

As the exclusive licence holder of all trademarks associated with the Company's "Products," the Company retains the absolute right to enforce and protect its intellectual property, including but not limited to any instances of infringement, misrepresentation, or unauthorised use of said trademarks. Any unauthorised use of these trademarks or any attempt to mislead, confuse, or deceive consumers or entities regarding the source, sponsorship, or affiliation of the Company's Products will be regarded as trademark infringement and will be subject to immediate legal action.

25.2 Prohibition on Passing Off

The Customer agrees and acknowledges that passing off as the Company, as an authorised agent, or as an authorised reseller of the Company or its Products in any form or manner, is strictly prohibited unless a separate, written legal agreement is executed with the Company that expressly permits such representation. Soliciting or facilitating passing off activities will be deemed as a direct violation of this Agreement. The Company will pursue legal remedies available under both statutory and common law to prevent and rectify any instances of passing off.

25.3 Anti-Diversion

Diversion, defined as the distribution or resale of the Company's Products in any manner that deviates from the intended point of end-use or the authorised resale channel, is strictly prohibited. This includes but is not limited to any sale or supply of the Products through unauthorised physical or online channels, resale to entities not approved by the Company, or distribution to geographic markets outside of those expressly authorised by the Company. Any act of diversion or facilitation thereof will constitute a material breach of this Agreement. The Company reserves the right to take legal action and seek damages for any unauthorised distribution or resale of its Products.

25.4 Restrictions on Sourcing Products

By entering into this Agreement, the Customer agrees to the following obligations:

- The Customer shall purchase the Products exclusively from the Company or from distributors, agents, or wholesalers licensed by the Company to sell the Products within the specific territory or channel designated by the Company.
- The Customer shall notify the Company immediately upon becoming aware of any third party offering, claiming, or purporting to sell the Products outside of the authorised distribution chain. The Customer shall not purchase any such products from unauthorised sources and agrees to cooperate fully with the Company in investigating and addressing any potential breach.

25.5 Resale Limitations

The Customer expressly agrees not to resell, solicit, or make available any of the Company's Products to any third party or entity outside the scope of the authorised business activity and regular, consumer-based end-user clientele as defined by the Company. The Customer acknowledges that any deviation from these restrictions is a material breach of this Agreement and may result in immediate termination of the Customer's account, legal action, and a claim for damages.

25.6 Representations and Warranties on Product Origin and Quality

The Customer shall not make false or misleading representations regarding the origin, ownership, pedigree, quality, composition, performance, or attributes of the Company or the Products. Any statements made by the Customer that imply unauthorised endorsements, affiliations, or characteristics of the Company's Products are strictly prohibited. The Customer agrees to indemnify the Company for any and all damages, losses, or claims arising from such misrepresentations or false claims, including legal fees and costs associated with addressing and remedying the effects of such statements.

26. RESTRICTIONS ON ONLINE SALES AND AUTHORISED POINT-OF-SALE LOCATIONS

26.1 Restriction on Online Sales

The Customer is expressly prohibited from selling or offering the Company's Products through any online platform, marketplace, or digital sales channel, including but not limited to websites, social media platforms, and third-party e-commerce sites. The Company's Products are intended to be sold and recommended exclusively within the physical premises of an authorised, licensed hair salon at the point of sale, where professional consultation and guidance can be provided directly to the consumer.

26.2 Loss of Warranty and Liability Protections

The Customer acknowledges that any sale of the Company's Products made outside of an authorised physical point-of-sale location voids all product warranties and liability protections typically extended by the Company. The Company will not assume or accept liability for any damages, defects, or claims associated with Products sold outside an authorised bricks-and-mortar location. Any claims, customer complaints, or legal liabilities arising from unauthorised online sales are solely the responsibility of the Customer, who will bear full accountability for all associated costs, damages, and legal actions.

26.3 Prohibition on Use of Company Intellectual Property in Online Sales

In alignment with the prohibition on online sales, the Customer is not permitted to use the Company's copyrighted materials, trademarks, branding, images, product descriptions, or any other intellectual property for the promotion, advertisement, or sale of Products through unauthorised online channels. Should the Customer engage in online sales of any kind, they must take their

own photographs, create their own product descriptions, and include an explicit disclaimer that the Product is sold as "used" without warranty from the Company. Any unauthorised use of the Company's intellectual property, including images, descriptions, and logos, in online contexts constitutes a material breach of this Agreement and will result in immediate termination of the Customer's account and potential legal action.

26.4 Indemnification for Breach of Online Sales Restriction

The Customer agrees to indemnify, defend, and hold harmless the Company from any claims, losses, liabilities, damages, costs, or expenses, including legal fees, that arise out of or relate to the unauthorised online sale of the Company's Products. This indemnification extends to claims based on misrepresentation, breach of warranty, or any liabilities associated with unauthorised product sales in the digital domain.

26.5 Enforcement and Monitoring

The Company reserves the right to monitor, investigate, and enforce compliance with this clause. Any attempt to circumvent these restrictions by facilitating, soliciting, or conducting online sales will be treated as a breach of this Agreement, entitling the Company to seek all available remedies, including but not limited to injunctive relief, termination of the Customer's trading account, and claims for damages.

Marketing Consent:

I/we, on behalf of this business, give permission to the Company to send marketing materials via SMS, email, or various social media platforms from time to time. I/we understand that this consent may be withdrawn at any time by notifying the Company in writing.

Media Consent:

I/we, on behalf of this business, give permission to the Company to create, use, and/or retain any "Media" images, recordings, or testimonials that may identify individuals, the business, brands, or ideas associated with this store.

By granting this consent, I/we understand that the Company may use these materials to promote its activities and may reproduce or distribute the "Media" in any format (including internet, digital, or multimedia) as needed. The Company may keep the "Media" on record until consent is revoked and will discontinue use upon receiving written withdrawal, except for materials already published.

Important Privacy Information:

The Company collects information provided in this form to verify your consent for using images, recordings, and testimonials as specified. Consent to use personal information is required, and the Company adheres to the National Privacy Principles in the Privacy Act 1988. Only authorised employees, agents, or legal entities acting on behalf of the Company have access to this information. Occasionally, the Company may share this material with agencies or recognised media outlets for promotional purposes. Your information will not be disclosed to third parties without your consent, unless required by law. For any privacy-related queries, please contact the Company's Privacy Officer.

Scope of Consent

This consent allows the Company to use images, recordings, and/or testimonials, along with details about your business or brand, in connection with Company programs, initiatives, publications, productions, and presentations. This consent applies to both full or partial use of images and/or recordings, including digital adaptations with words, drawings, or other images.

Types of Publications

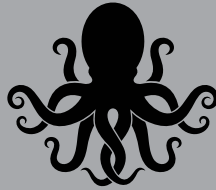
The materials covered under this consent may be used in television ads, videos, brochures, public relations displays, annual reports, press releases, internal documents, websites, certificates, strategic plans, posters, promotional materials, and other formats produced by or for the Company. Definitions of Images, Recordings, and Testimonials

This consent form includes photographs, videos, films, sound recordings, and written or verbal testimonials.

- Child: A child is defined as anyone under 18 years of age.
- Person with a Decision-Making Disability: This refers to an individual who cannot give consent due to lack of capacity, intellectual impairment, or other issues. Consent for such individuals must be provided by an authorised decision-maker (e.g., under the Powers of Attorney Act 1998 or the Guardianship and Administration Act 2000).

Retention of Consent

The Company will retain this consent form on file. Consent can be modified or withdrawn at any time by providing written notice to the Company, with changes applying from the date of receipt. Previously published materials will not be withdrawn.



LUXBRANDS[®]

DISTRIBUTOR OF LUXURY BRANDS

Need More Info?

Here is your personal invite to everything Luxury and Fabulous?

Skip the queue and get access to:

- * Member Only Pricing.
- * Exciting giveaways,
- * Awesome competitions,
- * First up - Be the first to know about new product releases.
- * Plus, you'll receive amazing member-only online deals on our hottest products.

You'll also get the latest and greatest Hair + Business tips, tricks, and trends to keep your salon super profitable and clients looking their best.

Avoid the FOMO and access the most luxurious experience ever.
It's so easy and absoutley free - Scan the QR code now!



LUXBRANDS

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VEGAN



CRUELTY
FREE



AUSTRALIAN
BRAND



0:0
CONTAINS
ORGANICS

Every Product In This Beautiful Brand Is
100% Australian Owned - Vegan - Cruelty Free

2025

