

Terms and Conditions of Sale

1. Interpretation

Company and **Supplier** mean Omron Electronics Pty Limited ACN 003 259 390.

Customer means a purchaser of the Goods (and Services (if any)) who applies under the Credit Application Form.

Goods means the goods described in the Quotation or sales invoice from the Company.

GST means the goods and services tax imposed in Australia by a New Tax System (Goods and Services Tax) Act 1999.

Installation means installation work carried out under the Project Agreement.

Order means a written or verbal order from the Customer to the Company.

Quotation means a written quotation provided by the Company to the Customer.

Project Agreement means the Project Agreement signed between the Company and the Customer.

Services means services set out in any Work Order accepted by Company pursuant to the Project Agreement approved in writing by the Company.

Terms means these terms and conditions of sale.

Work Order means any purchase order or similar detailing the required Services and related Specifications generally in the form set out in Schedule 1 of the Project Agreement that is placed by Customer on the Company, with each Work Order forming part of the Project Agreement.

Nothing in these Terms shall be read or applied so as to exclude restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty guarantee right or remedy implied by common law or statute which cannot be excluded, restricted or modified.

Words importing the singular are to include the plural and vice versa and words importing one gender are to include the other gender.

2. Terms of Sale & Credit

2.1 These Terms govern all contracts for the sale or supply of Goods and / or Services by the Company to the Customer. To the extent that any provision in the Project Agreement is in conflict with these Terms, the provision in the Project Agreement will prevail.

3. Payment terms

3.1 The terms of payment for goods are strictly thirty (30) days from statement date, however the Supplier may, at any time vary the terms of payment and to require payment in full prior to delivery should the credit worthiness of the Customer become in the Supplier's opinion unsatisfactory.

3.2 The terms of payment for training and services are strictly seven (7) days from invoice date.

Training will not commence if payment for the course is not received prior to the training date.

3.3 Any costs (legal or otherwise), stamp duties or other expenses incurred by the Supplier in respect of collecting any money due by the Customer to the Supplier shall be paid by the Customer on demand.

3.4 The Customer will indemnify the Supplier on demand against all costs, charges, expenses and legal costs (on an indemnity basis) incurred by the Supplier in recovering sums owed by the Customer to the Supplier.

4. Quotations and price

4.1 The prices included in any Quotation are based on the Supplier's estimated cost of production manufacture or supply at the time of quotation and are subject to alteration without notice to the Customer. All variations from the original Quotation are on the account of the Customer for whatever reason including, without limiting the generality of the above, changes in foreign exchange rates, import duty, and sales tax.

4.2 All prices are exclusive of GST. If the whole or any part of any payment is the consideration for a taxable supply, the payer must pay to the payee an additional amount equal to the GST applicable to the supply subject to the payee providing a tax invoice. All prices are expressed in Australian dollars unless expressly stated otherwise.

4.3 A quotation is not to be construed as an offer by the Supplier to sell or supply Goods or Services and can be withdrawn without notice.

4.4 An order shall be taken to be an offer incorporating these terms. The Supplier reserves the right to accept or reject orders in whole or in part. A contract for the supply of goods and/or services shall not come into existence until an authorised employee of the Supplier accepts the offer of the Customer in writing.

5. Delivery and installation

5.1 The delivery times made known to the Customer are estimates only and the Supplier shall not be liable for late delivery or non-delivery and under no circumstance shall the Supplier be liable for any loss, damage or delay occasioned to the Customer arising from late or non-delivery or late installation of the Goods and/or Services.

5.2 In the event that the Customer is unable or unwilling to accept delivery of the Goods as agreed, then the Customer shall be liable for all storage costs, charges, expenses and additional delivery charges, such amount to be paid on delivery.

5.3 Risk in the goods will pass to the Customer upon shipment of the goods to the Customer or shipment at the Customer's direction.

5.4 The Supplier reserves the right to deliver by instalments and each instalment shall be deemed to be sold under a separate contract. Failure of the Supplier to deliver any instalment shall not entitle the Customer to cancel the balance of the order. In the event of the Customer making default in payment in any instalments, the Supplier may elect to treat the default as a breach of the contract relating to each other instalment.

6. Installation

6.1 The Company will not be liable for any loss, damage or delay arising from late Installation.

6.2 Before the commencement of Installation, the Customer will at the Customer's expense obtain all necessary consents (for instance, from building management, neighbours, and local authorities) required for the proper completion of Installation work.

6.3 The Installation will take place during normal working hours, namely Monday to Friday 8:30AM to 5PM. The Company may at its discretion work outside of these hours, provided that the parties agree on an additional hourly rate to compensate for the extra hours of work performed by the Company.

6.4 The Company will, at its own discretion, be entitled to suspend the Installation provided materials that are reasonably deemed to be hazardous to health, such as Asbestos or other environmental issues, are discovered by the Company at the site of Installation.

6.5 The Company will not be liable for any errors in the Installation work that are caused by incorrect data provided by the Customer.

6.6 The Company will not be liable for specification or design errors provided such specification or design is provided by the Customer.

6.7 The Customer must inform the Company of any electronic systems that may be affected by the Installation work and the Customer must take the necessary measures to prevent or protect their systems. The Company is not liable for any loss that arises from this clause.

6.8 The Customer must, in accordance with the Workplace Health and Safety Act 1995, provide a safe working environment for the personnel in charge of Installation.

6.9 The Company must first notify the Customer of any fixtures, furniture and or fittings at the property that need to be moved for the proper performance of Installation work. After the Customer gives the consent or instruction to move those items, the Company will have no liability for any loss or damage caused by their removal.

6.10 The Company will be allowed to store materials and items at the Customer's site that are necessary for the performance of Installation and the Customer shall take reasonable care of those items.

6.11 If the conditions of the actual working environment are different from the conditions previously communicated by the Customer, the Company will discuss with the Customer a new completion time.

6.12 The provision of the Installation work will end with a function test conducted by both the personnel of the Company and the Customer at the site of Installation. The Customer must accept the Installation work and sign the acceptance report and/or other form of relevant documentations as soon as the Installation work has been completed and both parties are satisfied with the result of the function test.

6.13 If it is found during the function test that the Installation work has not been properly carried out, the Company's personnel will be obliged to rectify the defect in connection with the Installation at its own expense.

6.14 After acceptance of the result of the function test by both parties, the Company will be obliged to provide repair service to rectify any defect that is identified by the Customer within a period of 3 months after the acceptance. The Company accepts no liability if according to the Company, the defect is caused by modification work to the any part of the Installation.

6.15 The Company may at its sole discretion provide repair or maintenance service to

Installation at a separate rate for any defective claim that is raised after the 3 months period stated in clause 6.16.

7. Services

7.1 The Company will not carry out Services if payment for Services is not received prior to the agreed date of payment.

7.2 If the Customer is not satisfied with the quality of Services performed by the Company, the Company may, at its sole discretion, choose to do either of the following:

- (a) supply the Services again; or
- (b) refund to the Customer the cost of the Services.

8. Retention of title

8.1 Title in the Goods does not pass to the Customer until the Customer has made payment in full for the Goods and, further, until the Customer has made payment in full of all the other money owing by the Customer to the Supplier (whether in respect of money payable under a specific contract or on any other account whatsoever).

8.2 Whilst the Customer has not paid for the Goods supplied in full at any time, the Customer agrees that property and title in the Goods will not pass to the Customer and the Supplier retains the legal and equitable title in those Goods supplied and not yet sold.

8.3 Until payment in full has been made to the Supplier, the Customer will hold the Goods in a fiduciary capacity for the Supplier and agrees to store the Goods in such a manner that they can be identified as the property of the Supplier, and will not mix the Goods with other similar goods.

8.4 The Customer will be entitled to sell the Goods in the ordinary course of its business, but until full payment for the Goods has been made to the Supplier, the Customer will sell as agent and bailee for the Supplier and the proceeds of sale of the Goods will be held by the Customer on trust for the Supplier absolutely.

8.5 The Customer's indebtedness to the Supplier, whether in full or in part, will not be discharged by the operation of clause 8 hereof unless and until the funds held on trust are remitted to the Supplier.

8.6 The Customer agrees that whilst property and title in the Goods remains with the Supplier, the Supplier has the right, with or without prior notice to the Customer, to enter upon any premises occupied by the Customer (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Customer) to inspect the Goods of the Supplier and to repossess the Goods which may be in the Customer's possession, custody or control when payment is overdue.

8.7 The Customer will be responsible for the Supplier's costs and expenses in exercising its rights under clause 8.6. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Customer against the Supplier, its employees, servants or agents.

8.8 The Customer agrees that where the Goods have been retaken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the Goods, and if necessary, sell the Goods with the trade mark or name of the Customer on those Goods, and the Customer

hereby grants an irrevocable licence to the Supplier to do all things necessary to sell the Goods bearing the name or trade mark of the Customer.

8.9 For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the Personal Property Securities Act 2009.

9. Claims

9.1 Any claim by the Customer for short or wrongful delivery of the Goods must be notified to the Supplier in writing within fourteen (14) days after delivery of the Goods to the Customer. Any claim which the Customer does not notify within the time aforesaid (time being of the essence) shall be deemed to have been absolutely waived.

9.2 If the Customer notifies the Supplier of any defect in the Goods within the period specified in clause 9.1, and that defect is accepted by the Supplier (at the Supplier's sole discretion, acting reasonably), and subject always to the Australian Consumer Law, the Customer's sole and exclusive remedy for any damage whether direct, indirect, or consequential will be limited to any one of the below:

- (a) reduction of the purchase price for the Goods by agreement with the Customer;
- (b) acceptance of the return of the Goods and, subject to the Goods being returned in the same condition as when they were delivered to the Customer, refund to the Customer the purchase price for the Goods; or
- (c) replacement of the Goods.

9.3 In the event of any of the Goods being proved to have a manufacturing fault within a period of twenty four (24) months from the date of dispatch from the Supplier's premises, the Supplier shall repair the same or grant an appropriate credit to the Customer.

9.4 The limited warranties in relation to the goods under clauses 9.1 and 9.2 apply provided that:

- (a) the Goods have been used by the Customer for the purpose for which they were manufactured;
- (b) the Goods have been properly stored, installed, handled, commissioned and maintained by the Customer;
- (c) the onus lies on the Customer to establish the validity of any request, claim or action under clauses 9.1 and 9.2; and
- (d) any alterations or modifications to the Goods carried out by any party, without the express written approval of the Supplier, will render the limited warranty in clauses 9.1 and 9.2 null and void.

9.5 No Goods can be returned for any reason without first obtaining written permission from the Supplier. Goods returned without authorisation are subject to being returned to the Customer at the Customer's expense.

10. Description

10.1 Any description of the Goods is given by way of identification only and the use of such description shall not constitute a contract for sale by description.

11. Cancellation of terms of credit

11.1 The Supplier reserves the right to withdraw credit at any time, whether the Customer is in default under these Terms or not.

11.2 Upon cancellation with or without notice all liabilities incurred by the Customer become immediately due and payable to the Supplier.

12. Provision of further information

12.1 The Customer undertakes to comply with any request by the Supplier to provide further information for the purpose of assessing the Customer's creditworthiness, including an updated credit application.

12.2 If the Customer is a corporation (with the exception of a public listed company), it must advise the Supplier of any alteration to its corporate structure (for example, a change of directors, shareholders, or its constitution). In the case of a change of directors or shareholders the Supplier may ask for new guarantors to sign a guarantee and indemnity.

13. Insolvency

13.1 If the Customer becomes insolvent, the Customer remains liable under this agreement for payment of all liabilities incurred hereunder. The Customer remains liable under this agreement even if the Supplier receives a dividend or payment as a result of the Customer being insolvent.

14. Waiver

14.1 A waiver of any provision or breach of these Terms by the Supplier must be made by an authorised officer of the Supplier in writing. A waiver of any provision or breach of these Terms by the Customer must be made by the Customer's authorised officer in writing.

14.2 Until ownership of the Goods passes, the Customer waives its rights it would otherwise have under the Personal Property Securities Act (PPSA):

- (a) under section 95 to receive notice of intention to remove an accession;
- (b) under section 118 to receive notice that the Supplier intends to enforce its security interest in accordance with land law;
- (c) under section 121(4) to receive a notice of enforcement action against liquid assets;
- (d) under section 129 to receive a notice of disposal of goods by the Supplier purchasing the goods;
- (e) under section 130 to receive a notice to dispose of goods;
- (f) under section 132(2) to receive a statement of account following disposal of goods;
- (g) under section 132(4) to receive a statement of account if no disposal of goods for each 6 month period;
- (h) under section 135 to receive notice of any proposal of the Supplier to retain goods;

- (i) under section 137(2) to object to any proposal of the Supplier to retain or dispose of goods;
- (j) under section 142 to redeem the goods;
- (k) under section 143 to reinstate the security agreement; and
- (l) under section 157(1) and 157(3) to receive a notice of any verification statement.

15. Costs

15.1 The Customer must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Customer. The Customer must also pay for all stamp duty and other taxes payable under these Terms (if any).

15.2 The Customer will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Customer, including collection costs, debt recovery fees and legal costs on an indemnity basis. Such costs and disbursements will be due and payable by the Customer to the Supplier irrespective of whether pursuit of the recovery action, claim or remedy is successful.

16. Set-off

16.1 All payments required to be made by the Customer under these Terms will be made free of any set-off, or counterclaim and without deduction or withholding.

16.2 Any amount due to the Supplier from time to time may be deducted from any monies that may be or may become payable to the Customer by the Supplier.

17. Intellectual property

17.1 All intellectual properties including but not limited to copyrights, patents, and designs in connection with any Goods or Services provided by the Company under these Terms are vested in the Company.

17.2 The Customer must indemnify and hereby indemnifies the Company against any liability to or action by a third party for infringement or alleged infringement of any intellectual property rights.

18. Confidentiality

18.1 The Customer shall not, either during the operation of these Terms or at any time thereafter, use or disclose to any person or entity any of the information in relation to the drawing, planning or design of the Installation work performed by the Company.

18.2 The obligation in clause 18.1 does not apply if the information has become public knowledge not due to a breach of an obligation of confidence under clause 18.1 and/or the Customer is required by law to disclose such information, where the Customer is obliged to notify the Company immediately of such requirement.

19. Miscellaneous

19.1 Under no circumstances will the Company be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever (including, without limitation, any direct or indirect damages for loss of profits, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right, business interruption, or any

other indirect loss suffered by the Customer) caused to the Customer by any activity including but not limited to strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity that is under the Customer's control and beyond the Supplier's control.

19.2 The Company is not liable or deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of the Services or Installation works if the delay or failure was due to any cause beyond the Company's control, including but not limited to an act of God, government act, fire explosion, accident, hazardous material, civil commotion, industrial dispute or any other cause that is under the Customer's control.

19.3 The Customer will, at the request of the Supplier, execute documents and do such further acts as may be required for the Supplier to register the security interest granted by the Customer under the PPSA.

19.4 The Customer agrees to accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Customer or the Customer's authorised representative.

19.5 The Customer further agrees that where we have rights in addition to those under part 4 of the PPSA, those rights will continue to apply.

19.6 The Customer irrevocably grants to the Supplier the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if the Supplier has cause to exercise any of their rights under sections 123 and/or 128 of the PPSA, and the Customer shall indemnify the Supplier from any claims made by any third party as a result of such exercise.

19.7 Nothing in this agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods and/or services pursuant to this agreement of all or any of the provisions the Competition and Consumer Act 2010 or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

20. Severance

20.1 If any provision of these Terms is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.

20.2 If any part of these Terms is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

21. Variation

21.1 The Customer agrees that Terms may be varied, added to, or amended by an authorised officer of the Supplier at any time by written notice to the Customer.

21.2 Any proposed variation to these Terms by the Customer must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing.

22. Consent to register

22.1 The Customer waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

23. Entire agreement

23.1 These Terms constitute the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this agreement are merged in these Terms and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.