

CLEANFIX ROBOTICS AUSTRALIA

TERMS AND CONDITIONS OF SALE

Definitions

‘Buyer’	means the purchaser of any goods or services supplied by the Company.
‘Company’	means Cleaning Machinery Imports (Australia) Pty Ltd (ABN: 90 151 251 437) trading as Cleanfix Robotics Australia.
‘Consumer’	means an individual who buys products for personal use and not for manufacture or resale.
‘Goods’	means the products and/or services purchased from the Company.
‘GST’	means Goods and Services Tax in Australia as determined in accordance with the GST Act.
‘GST Act’	means the A New Tax System (Goods and Services) Act 1999.
‘PPSA’	means the Personal Properties Securities Act 2009.
‘PMSI’	means a purchase money security interest as defined by the PPSA.
“Security Interest”	and “purchase money security interest”, “attached”, “attachment”, “perfected”, “accession”, “commingled” and all related terms have the meanings given them by the PPSA.
‘Indent Order’	means a purchase order, supply request or quotation acceptance received by the Company that contains Goods that the Company needs to import to fill the order.

1. General

- (a) These Terms and Conditions of Trade (Terms and Conditions) apply to all sales of goods by the Company to the Buyer (including any sale to which a quotation relates) and supersede any and all previous terms of trade applying between the Company and the Buyer (however communicated). These Terms and Conditions prevail over any Buyer’s terms of trade so that any sale by the Company is on these Terms and Conditions only.
- (b) Notwithstanding clause 1(a), the Company may change these Terms and Conditions at its own discretion and such amended Terms and Conditions will be either posted on the Company’s website or provided in writing to the Buyer and will apply to all Goods ordered by the Buyer from the date of such notice.
- (c) All terms and conditions stated within a purchase order or any other correspondence from the Buyer to the Company which is different from or in addition to these Terms and Conditions of Trade (Terms and Conditions) shall not be binding on the Company in any manner regardless of whether they would materially alter the purchase contract or otherwise; unless expressly accepted in writing by the Company.

2. Pricing and Delivery Receipt

- (a) The price of the Goods is to be calculated by reference to the Company’s current price list.
- (b) The prices and product specifications contained in the Company’s price list are subject to change at the absolute discretion of the Company and without notice to the Buyer.
- (c) The Buyer agrees that the delivery docket signed, whether by any employee of the Buyer or any other person signing for or on behalf of the Buyer, shall be conclusive evidence of delivery.

3. Machinery Order Fulfilment Date:

The scheduled dates for machinery order fulfilment and or handover is estimated based on stock and production forecasts at the time of the Quotation or Buyers enquiry, the scheduled date may be quoted as a range of weeks from the acceptance of the Buyer’s order by the Company and is provided purely as an estimate. The Company accepts no liability for any actual, incidental or consequential damages arising by reason of any delay in delivery or inaccuracy of the estimate.

4. Freight & Delivery Terms:

Delivery or Collection Options:

The delivery or collection options for all Goods supplied by the Company shall be either:

- (a) “F.O.B” - Despatch at Cleanfix Robotics Australia’s facility onto Buyers elected transport
- (b) “F.I.S” - Delivery to Site included within the supply quotation, via a Company nominated carrier
- (c) “EXW” - For Buyer Collection, or despatch via the Buyers agreed transport mode.

Re-Delivery:

In any instance where delivery is organised by the Company and the freight carrier is unable to deliver the goods on the first delivery attempt, the carrier may charge a redelivery fee, if this occurs the Buyer is to reimburse the Company for the resulting costs.

Goods in Transit Insurance:

With F.O.B & EXW delivery terms it is the Buyers responsibility to insure the goods to cover any freight damage or loss. Should the Company provide a quote for delivery, it is accepted by the Buyer that the freight quote excludes insurance unless otherwise stated; insurance quotes are available on the Buyers request.

Partial Shipments:

Partial shipments shall be allowed, however Buyer understands and agrees that the purchase price is based upon the Company shipping all Goods combined in the one despatch unless the Quotation details split shipments or more than one delivery address. If multiple or partial shipments are required by Buyer, Buyer must notify the Company in advance of such a requirement. The Company reserves the right to adjust the price to reflect any additional costs that the Company may incur as a result of multiple or partial shipments.

5. Orders

- (a) An order for Goods constitutes an offer to purchase the Goods by the Buyer subject to these Terms and Conditions.
- (b) Orders accepted by the Company may not be cancelled or altered in whole or in part without the Company's written consent.
- (c) The Company may at its absolute discretion decline any order either in whole or in part.
- (d) The Company reserves the right to specify the minimum order value that will be accepted from time to time. The Company may at the Company's absolute discretion, supply orders below the specified minimum order value and charge a handling fee, as determined by the Company, on all such orders.
- (e) The Company reserves the right to charge a handling fee (plus GST) on orders of less than the value of \$100.00 (excl. GST), and increase these amounts respectively through the passage of time.
- (f) In placing any order the Buyer expressly represents that the Buyer:
 - 1. Is solvent; and
 - 2. Has not committed an act of bankruptcy; and
 - 3. Knows of no circumstances which would entitle any creditor or secured creditor to appoint a receiver or which would entitle any creditor or shareholder to apply to the Court to liquidate the Company or exercise any other rights over or against the Buyers' assets.

6. Terms of Payment:

Payment Terms:

Unless otherwise stated in writing by the Company the terms of payment shall be as follows:

Machines from Australian Stock:

- (i) One Hundred (100%) percent due and payable once the ordered product/s is ready for delivery.

Indent Orders (Including Machines) Imported Specifically to Fill the Buyers Order:

- (ii) A percentage determined by the Company of between Thirty-five (35%) to seventy five (75%) percent of the order value is to be paid by the Buyer as an indent order deposit and is to be paid within seven (7) days of the order placement. The Company solely determines the percentage amount, and does so in accordance to the nature of the Goods.
- (i) The balance to be paid once the ordered product/s is available for supply to the Buyer.

Parts and Service:

- (i) Thirty (30) days from end of month, subject to application and approval of a credit facility.

Hire:

- (i) Payable prior to the commencement of the hire period.

Payment Method:

Payments shall be via Electronic Funds Transfer (EFT) or Telegraphic Transfer (TT) to the bank account listed within the invoice, or paid via a cleared company cheque.

General:

- (a) All invoices are due and payable in full in accordance to these Terms and Conditions of Trade (Terms and Conditions).
- (b) Should the Buyer fail to pay the Company's invoices by the due date then:
 - (i) The Company may charge interest on any overdue invoice at an interest rate of 1.5% per month, or part thereof, calculated and payable daily, compounded from the due date until the invoice is paid in full, and;
 - (ii) The Buyer shall pay all of the Company's costs and expenses (including legal costs determined as between solicitor/own client and mercantile agents fees) which may be incurred in the recovery or attempted recovery of the overdue amounts from the Buyer.
 - (iii) The Company may set off any amount owed by the Company to the Buyer from any amount due by the Buyer to the Company.
 - (iv) The Company reserves the right to include in any Quotation, supply offer or supply acceptance a requirement for payment surety in the form of Bank Guarantee or Letter of Credit in the specific form and format acceptable to the Company.

7. Goods and Services Tax ('GST'):

- (a) All prices quoted will be quoted on a business to business basis and will be deemed by the Buyer to exclude GST. All goods will be sold on a 'plus GST (if any)' basis. Invoices will be issued in the prescribed form as set out by Section 195-1 of the GST Act and the related imposition Acts of the Commonwealth (the GST Law).
- (b) Any discounts or other terms agreed between the Buyer and the Company will be calculated on and applied to the Purchase Price exclusive of GST.
- (c) Payment for GST
 - (i) If GST is imposed on any supply made by the Company to the Buyer pursuant to these Terms and Conditions (the GST Amount), the Buyer must pay the GST Amount to the Company, in addition to any amount payable, and any non-cash consideration provided, for that supply (without any deduction or set-off) by the Buyer under

- any other clause in these Terms and Conditions). Any GST Amount payable is payable upon demand by the Company whether such demand is by means of any invoice or otherwise.
- (ii) If any part of the Purchase Price is referable to both a Taxable Supply (as defined in the GST Law) and anything that is not a Taxable Supply, the apportionment of the purchase price between those supplies shall be determined by the Company, and GST applied accordingly.
 - (iii) If the Company determines on reasonable grounds that an adjustment is required to the purchase price, it will promptly issue any 'Adjustment Notes' that are prescribed by the GST Law.

8. Warranty:

- (a) This clause is to be read together with any benefits that the Company may provide under Australian statute.
- (b) The Goods are guaranteed against defects in material or workmanship subject to fair and proper usage.
- (c) The Buyer is not authorised to issue replacements to their customers for the Company's products without prior written approval from the Company.
- (d) The Buyer shall immediately notify the Company in writing of any defect in the Goods supplied.
- (e) Nothing in these Terms and Conditions purports to modify or exclude the conditions, warranties, guarantees and undertakings, and other legal rights, under the Australian Consumer Law and other Australian laws which cannot be modified or excluded. Except as expressly set out in these Terms and Conditions and as required by the Australian Consumer Law, the Company makes no warranties or other representations to the Buyer. The Company's liability in respect of these warranties, representations, undertakings and guarantees is limited to the fullest extent permitted by law. Any warranties made by the Company to the ultimate consumer of the Goods is solely for the benefit of the Consumer, and no Buyer purchasing goods for resale shall be entitled to bring claims under any such warranties.
- (f) Without limiting the above clauses:
 - (i) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. A Consumer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. A Consumer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
 - (ii) To the extent permitted by statute, the liability, if any, of the Company arising from the breach of any implied conditions or warranties, or failure to comply with a statutory guarantee under the Australian Consumer Law, in relation to the supply of Goods, shall at the Company's option be limited to:
 1. the replacement of the Goods or resupply of the Goods, or the cost of replacement or resupply of the Goods;
 2. refund of the Purchase Price; or
 3. the repair of the Goods, or the cost of repair of the Goods.
 - (iii) Subject to clauses 8f(i) and 8f(ii), the Company shall not in any circumstances be liable to the Buyer under or in connection with these Terms and Conditions, or in negligence or any other tort or otherwise howsoever, as a result of any act or omission in the course of or in connection with the performance of these Terms and Conditions, for or in respect of any excluded loss.
 - (iv) Unless otherwise specified, this warranty does not cover:
 1. Modified, abused, neglected, accidentally damaged or excessively worn Goods, or Goods that have become damaged or defective as a result of improper use;
 2. Repairs attempted or made by the Buyer, a Consumer or a third party;
 3. Conditions or malfunctions caused by the reasonable effects of fair wear and tear or the malfunction of normally wearing parts;
 4. Products that are not distributed by the Company through an authorised distributor or reseller.
- (g) Unless otherwise specified, the process for making a warranty claim is as follows:
 - (i) Any Goods subject to a warranty claim should be taken to your nearest Cleanfix Robotics Australia authorised Warranty Agent for assessment by an authorised Company representative to expedite the assessment process, alternatively it can be returned to the point of purchase. The Consumer is responsible for taking the goods to the warranty Agent or point of purchase unless the cost of returning, removing or transporting the product is significant, in which case the Consumer should contact the Company to make alternative arrangements.
 - (ii) The Consumer must present proof of purchase when making a warranty claim.
 - (iii) The claim under a warranty (the Consumer may have additional rights under the Australian Consumer Law) will be assessed by the Company, authorised distributor or representative on the basis of their product knowledge and reasonable judgment (subject to clause 8f(i) and will be accepted if:
 1. a relevant defect is found; and
 2. the warranty claim is made during the relevant warranty period.
 - (iv) Upon acceptance of a claim under a warranty, the Company will arrange a replacement product or arrange for the product to be repaired free of charge.
 - (v) Any warranty related enquiries or claims should be directed to:
 - Cleaning Machinery Imports (Australia) Pty Ltd, Unit 4, No 1 Reaghs Farm Rd Minto NSW 2566
 - Customer Service: 1300 010 049
 - Email: service@cleanfixaustralia.com.au
- (h) Unless otherwise specified, the process for making a warranty claim by or on behalf of a Consumer is as follows:
 - (i) The Company must be informed as soon as the warranty claim arises;
 - (ii) The original proof of purchase along with the written description of the fault must be provided;
 - (iii) If the warranty claim is accepted, the Company will, at its cost, credit, repair or replace any faulty parts or rectify any faulty workmanship.

9. Other Claims:

- (a) Any claims by the Buyer for short supply, wrongful delivery or damaged in transit Goods, must be notified to the Company in writing within seven (7) days after delivery of the Goods to the Buyer and any claim which the Buyer does not notify within the time aforesaid (time being of the essence) shall be deemed to have been waived.
- (b) Any claims by the Buyer associated with trade promotions in relation to the Company's products must be made in writing within 3 months of completion of the trade promotion and must be accompanied by copies of all documents that are necessary to justify the Buyer's claim.
- (c) Any other claims for adjustment to any invoice for any reason whatsoever must be made in writing within the prescribed time periods provided by law.

10. Return of Goods:

- (a) The Company will not accept returns for credit, other than defective Goods and warranty claims for which a credit or refund is required by law, without prior authorisation.
- (b) Any Goods which the Buyer returns for credit, other than defective Goods and warranty claims will only be accepted if they are in the original packaging and in as new saleable order and condition.
- (c) If the Company authorises the return of Goods a Return Authority (RA) will be raised and the RA number must be quoted by the Buyer on or with any claim documentation sent with the Goods, which must be sent freight pre-paid or otherwise, if approved by the Company, carried by the Company's nominated carrier.
- (d) The Company reserves the right, except for credits for defective Goods, to charge a handling fee equal to (a) 10% of the goods invoiced value (plus GST) of goods with an invoice value of over \$500.00; (b) 15% of the goods invoiced value (plus GST) of goods with an invoice value below \$500.00 and to deduct this fee from the credit amount.

11. Implied Terms:

- (a) It is hereby acknowledged by the Buyer that, under the Australian Consumer Law, certain conditions and warranties may be implied in the contract between the Company and the Buyer and rights and remedies conferred upon the Buyer and other parties in relation to Goods or services which cannot be excluded, restricted or modified by agreement ("Non-excludable Rights"). The limitations below are subject to these Non-excludable Rights.
- (b) Subject to the clause 11(a) the Company disclaims all conditions and warranties expressed or implied, and rights and remedies conferred on the Buyer or other parties, by statute the common law, equity, trade, custom or usage or otherwise howsoever and all such conditions and warranties and such rights and remedies are hereby expressly excluded other than any Non-excludable Rights.
- (c) Where so permitted the liability of the Company for a breach of a Non-excludable Right is limited, at the Company's option, in the case of Goods, to the replacement or repair of the Goods or the supply of equivalent Goods or the cost of replacing or repairing the Goods or of acquiring equivalent Goods and, in the case of services, to the supplying of the services again or the payment of the cost of having the services supplied again.
- (d) Accordingly, subject to clause 11(a), in no event shall the Company be liable (whether before or after discharge of the contract or otherwise) for any loss or damage to the Buyer howsoever arising including any loss or damage arising from or caused or contributed to by negligence of the Company, its servants or agents, nor shall the Company be liable for special, incidental, indirect or consequential loss or damage suffered by the Buyer as a result of a breach by the Company of its obligations or otherwise including but not limited to economic or moral loss, loss of profits or revenue or costs arising from such breach.

12. Indemnity:

- (a) Subject to Clause 11, the Buyer shall indemnify and keep indemnified and hold the Company harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by the Company, and from and against all actions, proceedings, claims or demands made against the Company, arising from one or more of the following:
 - (i) As a result of the Buyer's failure to comply with any laws, rules, standards or regulations applicable in relation to the Goods or the use of the Goods;
 - (ii) As a result of any other negligence or other breach of duty by the Buyer; or
 - (iii) As a result of any compliance or adherence by the Company with any instructions of the Buyer in relation to the Goods or their manner of fabrication.

13. Rights in Relation to the Goods:

- (a) In connection with the Goods while they remain the property of the Company, the Buyer agrees with the Company that:
 - (i) The Buyer has no right or claim to any interest in the Goods to secure any liquidated or unliquidated debt or obligation the Company owes to the Buyer;
 - (ii) The Buyer cannot claim any lien over the Goods;
 - (iii) The Buyer will not create any absolute or defeasible interest in the Goods in relation to any third party except as may be authorised by the Company;
 - (iv) Where the Buyer is in actual or constructive possession of the Goods:
 - 0. The Buyer will not deliver them or any document of title to the Goods to any person unless directed by the Company to do so; and
 - 1. It is in possession of the Goods as a bailee of those Goods and owes the Company the duties and liabilities of a bailee.
- (b) In connection with the Goods, the Company states to the Buyer that:

- (i) The Company has the right to supply the Goods to the Buyer; and
If the Goods are not owned by the Company, that the Company is authorised to supply the Goods to the Buyer.
- (c) The Company and the Buyer agree that:
 - (i) All risk of loss in respect of the Goods transfers to the Buyer upon completion of the Company's delivery obligations;
 - (ii) The property of the Company in the Goods remains with the Company until the Company has been paid in full for the Goods under all individual contracts for the supply of the Goods between the Company and the Buyer;
 - (iii) The Buyer is a bailee of the Goods until such time as property in them passes to the Buyer and that this bailment continues in relation to each of the Goods until the price of the Goods has been paid in full;
 - (iv) Pending payment in full for the Goods, the Buyer:
 - 0. Must not supply any of the Goods to any person outside of its ordinary or usual course of business;
 - 1. Must not allow any person to have or acquire any security interest in the Goods;
 - 2. Must insure the Goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Buyer carries on business and;
 - 3. Must not remove, deface or obliterate any identifying plate, mark or number on any of the Goods.
- (d) Despite clause 13.(c), if the Buyer supplies any of the Goods to any person before all monies payable by the Buyer have been paid to the Company (and have not been claimed or clawed-back by any person standing in the place of or representing the Buyer), the Buyer agrees that:
 - (i) It holds the proceeds of re-supply of all the Goods on trust for and as agent for the Company immediately when they are receivable or are received;
 - (ii) It must either pay the amount of the proceeds or re-supply to the Company immediately when they are received or pay those proceeds into an account with a bank or a financial institution or deposit-taking institution as trustee for the Company;
 - (iii) Any accessory or item which accedes to any of the Goods by an act of the Buyer or any person at the direction or request of the Buyer becomes and remains the property of the Company until the Company is paid in accordance with clause 13d(i) when the property in the Goods (including the accessory) passes to the Buyer and;
 - (iv) If the Buyer fails to pay for the Goods within the period of credit (if any) extended by the Company to the Buyer, the Company may recover possession of all the Goods at any site owned, possessed or controlled by the Buyer and the Buyer agrees that the Company has an irrevocable licence to do so.
 - (v) Notwithstanding clauses 13d(i) – 13d(iv), the Buyer acknowledges that the Company has a security interest in the Goods and in addition, in the proceeds of the Goods, that constitute both a 'security interest' in the original Goods and a 'purchase money security interest' in the proceeds of the Goods within the meaning of the Personal Property Securities Act 2009 (the Act)
 - (vi) The Buyer warrants that in the event that it grants a 'non-purchase money security interest' in the account, within the meaning of the Act, to a Third Party as original collateral for new value, the Buyer will:
 - (a) On the direction of the Company, purchase new inventory from the Company with the proceeds of sale, within 7 days of any notice pursuant to the Act, delivered to the Company by the Third Party; or
 - (b) On the direction of the Company, pay the Company all outstanding amounts in the account to satisfy the Customer's primary obligation to the Company, within 7 days of any notice pursuant to the Act, delivered to the Company by the Third Party; whichever of 13.d(vi)(a) or 13d(a)(b) the Company so directs.
 - (vii) The Buyer acknowledges and agrees that a failure to comply with a direction by the Company in accordance with the above will constitute a default and breach of the security agreement between the Company and the Buyer which will allow the Company to enforce the Buyer's obligations to the Company.

14. Withholding Supply

- (a) The Company reserves the right, irrespective of whether or not an order has been accepted and without notice to the Buyer, to withhold supply to the Buyer and the Company will not be liable for loss or damage resulting directly or indirectly from such action where:
 - (i) The Company has insufficient Goods to fill the order;
 - (ii) The Goods ordered have been discontinued; or
 - (iii) The Company has determined in the Company's absolute discretion that credit should no longer be extended to the Buyer, or should not be extended at that point in time.

15. Modifications of labels

- The Buyer shall not, without the Company's written consent, alter, remove, or obliterate any labels which the Company attaches to the Goods.

16. Performance and Representations

- The Buyer acknowledges that neither the Company nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in writing whether as to the fitness of the Goods for any particular purpose or any other matter.

17. Default in Payment

- The Company will treat any default by the Buyer in payment of any monies due to the Company as a breach of these Terms and Conditions. The Company reserves the right thereupon to cease work on the relevant order and all other orders placed by the Buyer and hold all the Buyer's work until the due payment or payments on all moneys owed are made. Recurring payments default may, at the Company's discretion, lead to the Buyer's account with the Company being closed and any further order placed by the Buyer and accepted by the Company will only be processed when prepaid at the Company's absolute discretion.

18. Waiver

- Failure by the Company to insist upon strict performance of any term, warranty or condition of these Terms and Conditions shall not be deemed as a waiver thereof or of any rights the Company may have and no express waiver shall be deemed a waiver of any subsequent breach of any term warranty or condition.

19. Buyer's Acknowledgment

- The Buyer acknowledges that the Goods are not of a kind ordinarily acquired for private use or consumption but are acquired for business purposes.

20. Quotation Validity and Scope of Supply:

All quotations issued by the Company expire in thirty (30) days from date of quotation unless a shorter period is stated within the quotation, and are subject to the availability of the quoted Product. The Company reserves the right to recall quotations at any time should it be deemed necessary, whether this be through a result of quotation error, Force Majeure or other reason.

The scope of supply only includes what is listed for supply within the written quotation, no exceptions apply. Options such as machine non-standard accessories and maintenance service programs are available and may be detailed in the Quotation as an available option, listed options are not included in the supply unless inclusion is clearly shown within the quotation.

In a case where a machine or software design, manufacture or customisation is included within an order, the supply of this part of the order shall depend on the Company's successful completion or procurement of the item.

21. Quotation Inclusion in Sale Contract:

The Buyer accepts that any and all terms, conditions, warnings and information contained within the written quotation supplied by the Company combine with these Terms and Conditions of Trade (Terms and Conditions) to form the sale contract of the quoted and ordered Goods, unless a later dated purchase agreement takes place of the quotation.

22. Installations and Commissioning:

If installation and/or commissioning of equipment is required, this will be done at the expense of the Buyer unless agreed to in writing or otherwise stated in the Company's quotation. In the case of equipment which the Company undertakes to install, it is the Buyer's responsibility to provide all service utilities required, e.g. electric power outlets, water outlets, drains, etc. If a forklift or other materials handling equipment is required to unload the equipment upon delivery or for any other requirements in the commissioning process, the cost of hiring such equipment and any associated charges will be payable by the Buyer.

Robotic Machines Mapping and Commissioning:

Mapping and Commissioning of Robotic equipment should only be carried out by Cleanfix Robotics Australia factory trained technicians and is at the expense of the Buyer unless agreed to in writing or otherwise stated in the Company's quotation. Site specific factors can influence the level of work required in commissioning and mapping a robot to work in a specific site or area, both upon initial supply and at later dates. Factors that can influence the practicality of use in part or throughout the total floor area whilst such factors are present. Example: airwave interference from manufacturing machinery, high powered audio speakers, security systems that use high powered airwave transmitters to detect anti-theft retail security tags, weapons etc; can cause interference in some cases. The Company does not and cannot guarantee that any site the Buyer intends to use a robot in is free from such interference, nor can the Company guarantee that a robot can be used in all areas of a site. The Company will supply support and technical guidance to assist the Buyer in mitigating any site specific factors that impacts on the performance or usage areas of our robots.

It is the Buyer's responsibility to provide the staff of Cleanfix Robotics Australia and their representatives free of charge access to the premises in which the mapping is to be carried out.

23. Confidentiality

The Company shall retain copyright, trademark, patent and proprietary rights in all drawings, technical information, and know-how. The Buyer agrees not to reverse engineer, deconstruct, or disassemble the Product or software.

24. Intellectual Property Rights

- The Buyer warrants that any design or instruction furnished to the Company shall not be such as will cause the Company to infringe any intellectual property rights (including patents, registered designs, trademarks, copyright, confidential information and the like) in the execution of the Buyer's order and the Buyer agrees to indemnify the Company against any infringement or unauthorised use of the intellectual property rights arising out of the manufacture or use of the Goods and it is especially agreed that the sale and purchase of Goods does not confer on the Buyer any licence or rights under any intellectual property rights which is the property of the Company. Buyer acknowledges and agrees that Company and/or its affiliates are the sole and exclusive owners of all trademarks, trade dress and trade names used by the Company and its affiliates in connection with the Goods and any local language variants thereof (the "Trademarks"). Any use of the Trademarks by Buyer shall be made only with the

Company's prior written approval and solely in connection with the advertising, promoting or selling of the Goods and any such use shall inure to the benefit of Company and/or its affiliates. In no event shall Buyer or its affiliates file any application to register a trademark or a domain name or use any trademark, domain name, business name or trade style that incorporates or is confusingly similar to any of the Trademarks. If Buyer files any application of any kind that incorporates or is confusingly similar to any Trademark, it shall immediately transfer such application or any rights derived therefrom to Company or an affiliate as designated by Company.

25. Severance

- It is agreed that if any provision of these Terms and Conditions should be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof and each such other provision shall remain in full force and effect.

26. Governing Law

- These Terms and Conditions shall be governed by and construed in accordance with the laws of NSW. The Buyer and the Company agree to submit to the non-exclusive jurisdiction of NSW and the Federal Court of Australia.

27. Notices

- Any notice to be given by the Buyer to the Company must be in writing and shall be sent to the Company's address which is, until notified otherwise, as follows:
 - Unit 4, No 1 Reaghs Farm Rd Minto NSW 2566No notice shall be deemed to have been given until it is actually received at such address.

28. Entire Agreement

- These Terms and Conditions contain all the terms of the agreement between the parties and supersede all prior discussions and arrangements. In the event that there is any conflict between the provisions of these Terms and Conditions and the provisions of a Purchase Order or any record of any other agreement that the Company may have with the Buyer, then the provisions of these Terms and Conditions shall prevail. The only exception to the foregoing will be a signed Trading Terms agreement (if applicable) that will prevail in relation to specific clauses relating to Pricing, Minimum Order Values and Delivery Terms.

29. Clerical Errors

- The Company reserves the right to correct clerical errors without notification.

30. Personal Properties Securities Act 2009

0. The Buyer hereby acknowledges that these Terms and Conditions constitute a security agreement which creates a security interest in favour of the Company in all Goods previously supplied by the Company to the Buyer (if any) and all after acquired Goods supplied by the Company to the Buyer (or for the Buyer's account) to secure the Buyer's payment obligations to the Company from time to time and at any time, including future advances. The Buyer agrees to grant a "Purchase Money Security Interest" to the Company.
1. The Buyer acknowledges and agrees that by assenting to these terms the Buyer grants a security interest (by virtue of the retention of title clause in these Terms and Conditions) to the Company and all Goods previously supplied by the Company to the Buyer (or for the Buyer's account) and these terms shall apply notwithstanding anything express or implied to the contrary contained in the Buyer's purchase order.
2. The Buyer undertakes to:
 - (a) sign any further documents and/or provide any further information (which information the Buyer warrants to be complete, accurate and up-to-date in all respects) which the Company may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register ("PPSR");
 - (b) not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Goods without the prior written consent of the Company;
 - (c) give the Company not less than 14 days' written notice of any proposed change in the Buyer's name and/or any other changes in the Buyer's details (including but not limited to changes in the Buyer's address, facsimile number, email address, trading name or business practice);
 - (d) pay all costs incurred by the Company in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce the security interest created by these Terms and Conditions including executing subordination agreements;
 - (e) be responsible for the full costs incurred by the Company (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA;
 - (f) give the Company free and immediate access to its premises or places within its control to enable the Company to enforce its Security Interests; and
 - (g) procure, immediately upon request by the Company from any persons considered by the Company to be relevant to its security position, such agreement and waivers as the Company may at any time require; and
 - (h) the Buyer waives any rights it may have under sections 115 of the PPSA upon enforcement.
3. Pursuant to section 157 of the PPSA, unless otherwise agreed to in writing by the Company, the Buyer waives the right to receive the verification statement in respect of any financing statement or financing change statement relating to the security interest.
4. The Buyer agrees that immediately on request by the Company the Buyer will procure from any persons considered by the Company to be relevant to its security position such agreement and waivers as the Company may at any time require.