



IPD Group Limited (ABN 12 111 178 351) Trading Conditions

1 We, and similar expressions, refer to IPD Group Limited (ABN 12 111 178 351). **You**, and similar expressions, refer to you, our customer or proposed customer.

2 Our conditions always apply. These conditions apply if we accept any order from you (whether for cash, or on credit). An accepted order is non-cancellable.

3 Not obliged to accept orders. We are not obliged to accept any orders from you. No tender or quotation by us obliges us to accept any order from you. But if you do place an order with us then it becomes binding from the moment that we accept it even if we do not tell you that it has been accepted.

4 Our conditions overrule any other form. These conditions prevail even if they are inconsistent with anything in any earlier or later order form or similar document.

5 Time for payment. Payment for any goods supplied is due on delivery or, if credit terms are offered, within one month after those goods are delivered.

6 Withdrawal of future credit. You have no entitlement to credit unless in our sole discretion we extend credit to you. If in a particular case we give you credit we still reserve the right at any time and for any reason in our sole discretion to refuse to supply any goods or services to you and to refuse to supply any goods to you on credit terms. If we do decline to give you further credit then that decision does not affect the credit terms which apply to any amounts you then owe to us. Except as otherwise agreed our credit terms are as specified above.

7 Defaults. If any amount you owe to us is not paid within 7 days of the due date then all of the monies that you owe us on any account becomes immediately due and payable. In that case, and also if at any time you default under any other agreement that we have with you, without limiting our other rights we may suspend the supply of any goods and defer or cancel any outstanding orders. Also, you must pay us interest on such overdue amounts, calculated on daily balances commencing from the due date for payment, at the rate of 2% per month. If any payment is overdue or any cheque is dishonoured or has to be re-presented, you must also pay or reimburse us for any reasonable costs or expenses we incur as a consequence or in seeking to recover payment. Recoverable costs and expenses include but are not limited to – dishonour fees; re-presentation fees; fees and commission charged by debt recovery agents; and legal fees.

8 Prices and price variations. We may increase any agreed sale price after we accept an order, to cover the full amount of any increases in GST or other taxes and duties such as customs duty, sales taxes, consumption taxes and stamp duty which we incur in connection with a transaction after the date of your order. We are entitled to invoice you for a service fee at our ruling rates for any order where the total amount to be invoiced for the order net of GST is less than \$100.

9 Exchange rate variations. Unless otherwise agreed in writing, we may increase the price based on our reasonable estimate of the increase in our costs in relation to an order due to a drop since the date of the order in the value of the Australian dollar in any other relevant currency, when we pay for the imported component (based on our bank's rates). A certificate signed by one of our directors or managers

showing the basis for the calculation of the appropriate price increase, is prima face conclusive.

10 Delivery. Except as stated otherwise prices include our standard packaging and delivery up to you at our premises. We are entitled to invoice you for alternative packaging or delivery arrangements. If we agree to arrange delivery elsewhere we will deliver any goods ordered by you at your cost. We may dispatch an order in one or more instalments. In that case you must pay separately for each instalment and each instalment becomes a separate contract. Non-delivery of one instalment does not affect the contracts for the other instalments that are delivered or are to be delivered. If part of an order of any goods is not collected or accepted by you for any reason we may place such goods or services in storage, including at or on our premises. You must pay us for all expenses incurred in relation to storing any goods not collected or accepted and in any case not less than the commercial value of the storage space occupied by the goods. You take all of the risk associated with the goods in all respects from the time of delivery or, if we store goods that are ready for delivery then from the time that we notify you that the goods are held in storage.

11 Our warranty. We must repair or at our option, make a replacement available to you for any new item supplied by us if there is any material manufacturing defect in materials or workmanship. We will only recognise a claim under this warranty if you give due notice to us in writing within 12 months after supply by us of that item. The notice must state the warranty under which you are claiming and what has happened that puts us in breach of the warranty. You must bear the costs of making the claim. Your rights under this warranty are in addition to all your other rights and remedies under law. Our obligations under this warranty are limited to repair or the provision of a replacement and that is your sole remedy. Any costs incurred by you in substituting the defective product (including investigation and location of the defective product and costs of any kind incurred in carrying out the substitution), are to be borne by you. Also our obligations are subject to our other trading conditions including conditions 19 – 21.

12 Shortages and pre-delivery damage. We will not recognise any claim for a shortage in a delivery or for any item being delivered in a damaged state if the claim is not made within 7 days of delivery. When you sign any delivery or consignment note or similar document on receipt of a delivery, that is conclusive evidence that you received the delivery without any shortage or damage that would have been visible on taking delivery without unpacking the goods. You carry all risk of goods in transit where you arrange for carriage.

13 Limits on cancellation. You do not have the automatic right to cancel an order or to return any goods for credit. This provision does not limit our warranty or the provisions of condition 21. We can never agree to vary from that position in the case of goods that are non-stock or produced to order, or for single items/cartons where the invoiced price was less than \$1,500, or more than 30 days after delivery. However, in other cases we deem special, we may on your request agree to you cancelling an order for, or the return of, goods. In that case you must pay a cancellation/re-stocking fee of 20% of the amount invoiced or that would be invoiced. We will only give you credit for goods that are returned in original

condition, packaging and configuration. If you wrongly cancel or purport to cancel an order before delivery then the damages that you have to pay to us may equal the agreed price but without limitation, will include the following. For stock items – an overhead, administration and re-stocking fee of 25% of the price. For non-stock items – a cancellation/compensation fee of 100% of the price.

14 Full liability for injury and death. We do not seek to exclude our legal liability (if any) for any death or personal injury which is caused by our negligence. However, even where we are liable for death or personal injury we are not liable for any associated Consequential Damage. Also, we are not liable to the extent that something was caused or contributed to by your negligence or by the negligence of your contractors or agents or of any third party.

15 Sale by specification. We offer our products by specification. You decide what purpose to use them or re-supply them for and you alone are responsible for determining your technical requirements. Also you alone are responsible for determining whether any product we supply is fit and suitable for your purpose. Any performance figures we provide are approximations and only for general guidance: a particular performance figure, even after allowing an approximation tolerance, may not be obtainable continuously or in all circumstances. Dimensions and specifications are all subject to tolerances and may be a little more or less and are also subject to minor variations between similar items. We are not supplying any service or advice of any nature. The provisions of this condition 15 apply despite any comment or representation made or implied by us. We intend that you do not rely on any advice from or representation by us unless made in writing and signed by one of our directors. In relation to any order you may not rely on any prior agreement, representation or negotiation by us, our agent or any third party unless made in writing and signed by one of our directors.

16 Unexpected delay. This clause applies if something happens which is beyond our reasonable control that makes it impossible, more difficult or more expensive for us to perform our obligations in our usual way. In those cases we may wait until it is again possible for us to perform our obligations in our usual way without additional difficulty or expense and we are not liable for any delay which results. Without limiting those general words, that applies where we have problems due to accidents, strikes, transport difficulties, default or delay by any supplier to us or stock shortages.

17 Estimated delivery times. Delivery times are estimates only and we are not liable for minor delays in delivery.

18 No other representations. We rely on the following warranties from you as essential conditions. You have not relied on any representation made or implied by us or arising out of or implied by our conduct, nor upon any description, illustration or specification contained in any document produced by us, including any catalogue or publicity material, unless made in writing for the purposes of this transaction and signed by one of our directors. To the extent that we have made or implied, or by conduct given rise to or implied, any representation that is not expressly stated in these conditions, you are not proceeding in reliance on the representation because you have had and taken the opportunity to independently check and form your own view about the significance, and the accuracy or otherwise, of the representation. Without limitation, you acknowledge that you are not relying on being able to make any claim against us, for any representation made or conduct occurring before, under or in connection with any order, beyond the claims that can be made, and the limits applying, as provided in these trading conditions.

19 Manufacturer. We will use our reasonable endeavours to obtain for you the benefit of any warranty from the manufacturer of any goods that we supply to you. This provision does not require us to commence legal proceedings or incur legal costs. We make certain endeavours to ensure that goods supplied by us are sourced from reputable and qualified manufacturers based on appropriate product model or type certifications, by making preliminary enquiries about suppliers and by making preliminary checks or certifications. It is not practicable to test individual items for compliance or defects prior to supply.

20 Exclusion of implied conditions. All conditions, terms and warranties that are or might otherwise be implied by law, practice, trade usage or international convention, are excluded to the fullest extent permitted by law.

21 Trade Practices Act etc. limits. Provisions of the Trade Practices Act and other statutes in some cases either cannot be excluded, restricted or modified; or can only be restricted or modified to a limited extent. If any provisions of those types do apply, then to the extent permitted by law our liability under those provisions is limited as follows. Our liability is limited at our option – in the case of goods, to replacement of the goods or the supply of equivalent goods; or repair of the goods; or payment of the cost of replacing the goods or of acquiring equivalent goods; or payment of the cost of having the goods repaired; and in the case of services, to supplying the services again or the payment of the cost of having the services supplied again.

22 Other damages claims excluded. Except as stated above, we are not liable for, and you do not rely on being able to claim against us for, any loss or damage or Consequential Damage under or in relation to any agreement for us to supply goods, services, firmware or software or anything done or omitted in that regard or for that purpose, or in relation to any representation or conduct before, under or in respect of any order, and whether or not the possibility or potential extent of the loss or damage or Consequential Damage was known or foreseeable whether in contract or for negligence or any other tort or for breach of statutory, fiduciary or other duty (if any) and whether or not the act or conduct was authorised or required.

Consequential Damage in these trading conditions includes loss of use, lost production, lost income or profits, loss of opportunity, lost savings, increased or wasted expenses, delay or lost time, loss of or damage to goodwill, increased operating costs, wasted or increased financing costs, loss of or damage to data or records, loss of or unavailability of or damage to tangible or intangible property, claims made against you by others, losses or costs or expenses associated with identification, investigation, assessment, repair, replacement or servicing and any other economic loss or damage and any other special, indirect or consequential loss or damage.

23 Software licences. We supply any firmware or software which comes with goods or services, under licence only. That licence, unless otherwise stated or necessarily implied, is non-exclusive but perpetual and only allows use of the particular firmware and software with the goods or services with which it is supplied.

24 Variations in specifications. We reserve the right to vary the specifications or performance criteria of any product from time to time and to obtain products from different sources, at our absolute discretion. We may do that without telling you provided we have reasonable grounds for believing that the alternative product offered is substantially similar to that previously offered or represents an improvement.

25 Certificates. You are bound by any certificate signed by any of our directors or solicitors which shows any relevant

date for the purposes of any calculation, or any amount or calculation relevant to what you owe us. The only exception is where you can prove the certificate is wrong.

26 Availability of spare parts. We make every reasonable effort to ensure the reasonable availability of spare parts for any particular product type for at least 1 year from the first time it is or was supplied to a customer when it was new. In either case, we are not liable if, having used reasonable efforts, we are unable to do so for a temporary or permanent period. We may not be able to arrange for the availability of spare after the end of that 1 year period. Where spare parts are available, our ruling rates at the time will apply.

27 Variation. These conditions can only be varied in writing by one of our directors signing a document which states the variation, and the transaction to which the variation applies.

28 Blanks. We may complete any blanks on any relevant document, on your behalf.

29 Personal information and privacy arrangements. We may collect personal information in connection with our dealings with you. If so, we will abide by our privacy policy, a copy of which is available on request.

30 Application of receipts. We may apply any payment we receive from you or on your behalf, to and between any debt you owe to us or any account you have with us.

31 Governing Law. Our agreement with you is governed by and is to be interpreted according to the laws in force in NSW and you submit to the non-exclusive jurisdiction of the Courts operating in NSW.

32 Ownership passes to you on payment. We remain the owner of all of ordered goods until you have paid the full price for those goods plus any associated charges. Payments by cheque do not count until we receive payment on the cheque. Upon any default by you in payment of any amount due to us, you irrevocably authorise us by our servants or agents to enter any premises or vehicle owned, leased or otherwise occupied by you, or by any of your agents or associates for the purpose of taking possession of the goods if we have reasonable grounds to expect that we may find any part of the goods there and you authorise us by our servants or agents to use all reasonable force to obtain such possession. That applies even if we hold some negotiable instrument or security for the amount unpaid. If you resell any of the goods before becoming the owner, you are acting as our selling agent although only to the absolute minimum extent necessary to protect our ownership. Until title in goods has passed to you, you must (a) hold all such goods as our bailee; (b) store the goods so as to show clearly that they are our property and keep the goods fully insured at your expense and hold the proceeds of any insurance claim in respect of the goods (to the extent of your debts to us) in trust for us; and (c) in the event that any of the goods are sold by you (even if mixed with other goods), act as our agent and hold the proceeds of sale on our behalf and pay them to us on request (and any agreement by us to extend credit to you or any other indulgence does not affect your liability to account to us).

33 Notices. All notices you and we give each other must be in writing and signed. A notice from us may be signed by any of our managers, directors or solicitors. Notices must either be delivered by hand or sent by prepaid post. Notices must be given at the address shown on the proposal form or a changed address of which due notice has been given. Notices are deemed given on the day of delivery if delivered between 9am and 5pm on a day in which banks are open in Sydney that is not a Saturday, Sunday or public holiday, or on the next such day following delivery if delivered at some other time, or two days after posting if given by prepaid post. Notices must not be given by facsimile.

34 Returns. You are not entitled to cancel an order or to return items, just because you have changed your mind. A

return under warranty (where available) can only be accepted at the original place of delivery and you may be required to complete a return form.

35 Trade Markings and IP Rights. You may refer to goods acquired from us by their associated names, including associated trade marks and logos, provided that such reference is not misleading nor prejudicial in any way to us or our intellectual property rights. You may not remove or alter any serial numbers, trade marks or other markings or get-up, nor may you co-brand or co-logo any goods provided by us. You do not acquire any right to any of our intellectual property. You must not incorporate any of our trade marks into your trade marks, company names, Internet addresses, domain names, or any other designations.

36 Publicity. We may use your name in promotional materials, including press releases, presentations and customer references regarding the sale of any goods. You give us that permission free of charge for worldwide use in any medium. However, we will obtain your prior approval for publicity that contains quotes or endorsements attributed to you.

37 Assignment and Subcontractors. We may, and you must not, assign any part or the whole of any right or benefit of any contract we have with you. We may choose to use one or more subcontractors to fulfil our obligations under any contract we have with you.

38 IP Infringement. If there is any allegation or apprehension that any goods we have supplied to you infringe the rights of others you must tell notify us and must give us the opportunity to modify, alter or substitute the alleged infringing item or items. This provision is in addition to our other rights.