



AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

By clicking on the "Accept" button, by signing this Agreement, by accepting our quotation, or by paying Our invoice, You or the entity that you represent ("You") are unconditionally consenting to be bound by, and are becoming a party to, this Agreement for the provision of goods and services by Us to You, which consists of these terms and conditions and any Order Forms made under it.

If You Accept, sign or authorise payment of Our invoice, You are representing and warranting that You are authorised to do so.

1. AGREEMENT

- a. In this Agreement, 'We', 'Our' and 'Us' means Tracking Solutions Pty Limited, ABN 40 117 028 798, or any of its related companies.
- b. By entering into this Agreement:
 - i. You agree to purchase from Us, and we agree to sell to You, the Goods;
 - ii. You agree to licence from Us, and we agree to licence to You, the Software; and
 - iii. You agree to receive from Us, and We agree to provide to You, the vehicle tracking services (the "Services")

if and as selected in the attached order form ("Order Form").

2. COMMENCEMENT OF THE AGREEMENT

- a. This Agreement commences on the date We accept Your order for the Goods, Software and/or Services.

3. GOODS AND SERVICES

- a. We will use due care and skill in providing the Goods and Services in accordance with this Agreement. There may also be statutory guarantees, conditions or warranties imposed by consumer-protection laws that apply to Goods and Services We supply, and which cannot be excluded. However, given the nature of IT systems (including Our reliance on systems and services that We do not control or own), We cannot promise that Our Services will be continuous or fault-free.
- b. The Services (and all features and versions of them) are subject to modification from time to time and/or may be discontinued at Our sole discretion, for any purpose deemed appropriate by Us. We will use reasonable efforts to give You prior written notice of any such modification.
- c. We will undertake commercially reasonable efforts to provide you with the Services. However, We reserve the right to suspend Your access to the services:
 - i. for scheduled maintenance where we have provided You with notice of the suspension in advance; or
 - ii. in the event You are in breach of this Agreement, (including, without limitation, failure to pay any amounts due to Us).
- d. You agree that if, in Our sole discretion, You are using the Services in a way which is not legitimate, is not in compliance with this Agreement or any law that We may suspend, disable, limit or terminate the services or deny You access to the service without notice, including, if applicable, taking down any of Your data or content.
- e. You agree that You will notify Us if the Goods to which the Software or Services are attached is transferred to another party.
- f. You agree that You will not use the SIM card supplied as part of the Services for any other purpose or with any equipment other than the Goods.

4. SOFTWARE LICENCE

- a. In consideration for the payment of the fees as detailed in this Agreement, We grant to You a right to access Our website, server, dashboard, ASP Application or other means to access the data generated by the Software subject to the licence terms detailed in this Agreement and a login and password to enable such access to be provided.

5. RESTRICTIONS AND RESPONSIBILITIES

- a. Access to the Services may require You to register, create an account for, and log into the Services.
- b. Subject to this clause 5, You will not use the Services to store personal information without Our consent. For the avoidance of doubt, personal information is any information or opinion about an identified individual, or an individual who is reasonably identifiable and includes, but is not limited to:
 - i. government issued identifiers such as Social Security Numbers;
 - ii. bank account details;
 - iii. credit card numbers and associated holder details;



- iv. government identity information such as driver's licenses, birth certificates and passports; or
 - v. personal health information.
- c. You acknowledge and agree (and will ensure that all relevant employees are made aware of and agree) that in using the Services, personal information such as employee numbers, names, licence numbers and expiry dates, FOB IDs, employment department and email addresses may be recorded and stored. You agree (and will ensure that all relevant employees are made aware of and agree) that such personal information may be used in connection with the management and use of the Goods and Services and for Your internal business operations.
- d. Services are provided subject a fair use policy in which We reserve the right to adjust or slow the data frequency should any Service transmit more data than the average of the similar services provided by Us.
- e. You will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any Software or software applications, documentation or data related to the Services (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Services or Software; use the Services or Software for "benchmarking", timesharing or service bureau purposes or for any purpose other than Your own use for Your own benefit; or use, distribute or otherwise provide the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any privacy, intellectual property, consumer and child protection, obscenity or defamation laws). Further, Services provided under a free evaluation (as detailed on the Order Form) may be used for purposes of evaluation for a paid subscription only, and not for any productive use. **YOU ACKNOWLEDGE THAT THE SERVICES AND SOFTWARE MAY INCLUDE FEATURES TO PREVENT USE AFTER THE APPLICABLE LICENSE PERIOD AND/OR USE INCONSISTENT WITH THIS AGREEMENT.**
- f. You will cooperate with Us in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as We may reasonably request. You will also cooperate with Us in establishing a password or other procedures for verifying that only You or Your designated employees have access to any administrative functions of the Services.
- g. You will keep any passwords or log-in details used in connection with the service secure and You are totally responsible for when and how Your account with Us is used and the actions of any people You give Your password and log-in details to.
- h. You will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). You will also designate an employee who will be responsible for all support issues ("Support Contact"). You may change the individual(s) designated as Primary Contact and/or Support Contact at any time by providing written notice to Us.
- i. You acknowledge and agree that the Services may operate on or with or using products and/or services operated or provided by third parties ("Third Party Services"). In some cases, we will provide Third Party Services to You as part of the Services we provide, in others, You will need to procure the Third Party Services Yourself. In either case:
- i. while we may put contractual measures in place to provide You with Third Party Services, you acknowledge and agree that We are not responsible for the operation of any Third Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services;
 - ii. unless we agree otherwise with You, You are solely responsible for procuring any and all rights necessary for You to access Third Party Services (whether by recommendation from Us or Yourself) and for complying with any applicable terms or conditions associated with accessing such Third Party Services;
 - iii. We do not make any representations or warranties with respect to Third Party Services or any third party providers; and
 - iv. any exchange of data or other interaction between You and a third party provider is solely between You and that third party provider and is governed by the third party's terms and conditions.

6. TERMS OF PAYMENT

- a. All charges payable by You to Us for the Goods, Software and/or Services will be detailed in documentation that we provide to You.
- b. In relation to the purchase of Goods:
- i. if You have been pre-approved for credit by Us, then all amounts due to Us for the purchase of Goods will be paid in full by You no later than 30 days from the date of delivery or as otherwise agreed with Us in writing.
 - ii. if You have not been pre-approved for credit by Us, then You will pay all invoices for the purchase of Goods in advance, within 7 days of receipt of Our invoice, and We will have no obligation to ship the Goods until payment from You is cleared in Our bank account and available to Us.
- c. In relation to the licence of Software or the purchase of Services:



- i. You agree that We will invoice You in advance, with the first invoice issued following the commencement of this Agreement or at the time when the relevant completed Order Form is received by Us (as applicable). Unless we agree otherwise with You, we will invoice You monthly in advance.
- d. In relation to Services we agree You can pay for on a monthly basis:
 - i. You agree that We will invoice You monthly in advance and that you will pay within 30 days of receipt of Our invoice.
- e. We will retain at all times the right to change the payment terms extended to You (especially credit terms) or to cancel any order made by You if We, at Our exclusive and absolute discretion, determine that Your financial condition or previous payment record warrants such a change.
- f. All fees paid are non-refundable. Subject to clause 6m, no refunds will be given for unused portions of payments in advance unless the account has been terminated due to Our breach of these terms and conditions, or We exercise our rights under clause 16g.
- g. To the extent applicable, You will pay Us for additional Goods, Software or Services, such as integration fees or other consulting fees.
- h. In the event that You have failed to pay Your invoice in accordance with this Agreement, we may refer collection of fees owed to Us to a debt collection agency and/or law firm. In such a case, You will be liable for all costs incurred as if the debt is collected in full, including legal demand costs.
- i. Fees payable under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. You agree to pay such taxes unless You have provided Us with a valid exemption certificate. In the case of any withholding requirements, You will pay any required withholding Yourself and will not reduce the amount paid to Us on account of such withholding.
- j. Without prejudice to Our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, We reserve the right, at Our discretion, to suspend the provision of Software licences or Services to You until we receive the required payment (including any late payment fees, interest, debt recovery charges and reactivation fees) in full.
- k. If we receive notice of a chargeback, declined or reversed payment from a payment processor company in connection with payments made by You for the Goods, Software or Services, We reserve the right to suspend the shipping of Goods or the provision of Software or Services to You until We receive the required payment (including any bank charges We incur, late payment fees, interest, debt recovery charges and reactivation fees) in full.
- l. You consent to Us obtaining a report from a credit reporting agency on Your credit worthiness if You choose to take advantage of Our providing credit to You.
- m. In the event this Agreement constitutes a supply of goods or services to a consumer as defined in the *Competition and Consumer Act* (Cth) ('Act'), and You cancel your Goods, Software licence or Service because We have failed to meet one or more of the consumer guarantees under the Act, We will refund to You any unused portion of Your Fees and any other amount You have prepaid, as well as any fees where the Goods, Software or Service provided did not meet the consumer guarantees.

7. CONFIDENTIALITY

- a. You or We may disclose information relating to our technology or business as a result of Us providing You with the Goods, Software or Services ("Confidential Information").
- b. Subject to this clause 7, we each agree:
 - i. not to divulge to any third person any such Confidential Information;
 - ii. to give access to such Confidential Information solely to those employees with a need to have access to it for purposes of this Agreement; and
 - iii. to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information as we would take with our own confidential information, and no less than reasonable precautions to protect such Confidential Information.
- c. Neither You or We will be required to comply with the restrictions on Confidential Information where the information:
 - i. is or becomes generally available to the public without any action by, or involvement of, the party who received the information; or
 - ii. was possessed or known prior to receipt;
 - iii. was rightfully disclosed without restriction by a third party;
 - iv. was independently developed without use of any Confidential Information of the other party.



- d. Nothing in this Agreement will prevent a party from disclosing the Confidential Information pursuant to any judicial or governmental order.
- e. We have not agreed to and do not agree to treat as confidential any Feedback (as defined below) that You provide to Us, and nothing in this Agreement or in our dealings arising out of or related to this Agreement will restrict Our right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting You. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Our products or services.)
- f. Both parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.

8. INTELLECTUAL PROPERTY AND CONTENT

- a. Except as expressly provided in this Agreement, all intellectual property rights relating to the Goods, Services, Software, technology, techniques or trade marks that are used in or provided by Us as part of the Services, or in any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any third party relating to the Service and/or the Software, or in any data and content generated through Your use of the Goods or Services ("Intellectual Property") will be owned by Us or will vest in Us on creation or is licensed to Us (where transfer of ownership is not possible). You will not copy, distribute, reproduce or use any of the Intellectual Property except as expressly permitted under this Agreement.
- b. We grant You an irrevocable, world-wide, licence-fee and royalty-free licence to use and reproduce all Your data and content and to use Your data for any purpose, including a commercial one.
- c. You will conduct such tests and computer virus scanning as may be necessary to ensure that data uploaded by You onto or downloaded by You does not contain any computer virus and will not in any way, corrupt the data or systems of any person.
- d. You are solely responsible for dealing with persons who access Your data and You will not refer complaints or inquiries in relation to such access to Us. We are not responsible to You or any third party for unauthorised access to Your data or the unauthorised use of the Services. You are responsible for the use of the Services by any employee of Yours, any person You authorise to use the Services, any person to whom You have given access to the Services, and any person who gains access to Your data or the Services as a result of Your failure to use reasonable security precautions, even if such use was not authorised by You.
- e. Although We have no obligation to monitor Your use of the Services, You agree that We may do so and may remove any such content or prohibit any use of the Services We believe may be (or allege to be) in violation of this Agreement.
- f. You agree that We may collect and generate data with respect to and report on the aggregate response rate and other aggregate measures of the Services' performance, and use and make available such data for Our business purposes.

9. LIMITED WARRANTY

- a. Goods
 - i. We warrant to You only that the Goods purchased as new under this Agreement will be free from defects in workmanship and materials ("Limited Warranty") for a period of one (1) year from the date of shipping (the "Warranty Period").
 - ii. This Limited Warranty does not apply to normal wear and tear and does not cover repair or replacement of Goods damaged by tampering, misuse, accident, abuse, neglect, inadequate installation, misapplication, alteration of any kind, disaster or defects due to repairs or modifications made by anyone other than Us or Our authorised service representative. This Limited Warranty does not apply to Goods purchased as used equipment. The Goods do not contain any end user serviceable parts, and any opening or attempted opening of the Goods will constitute a breach of this Agreement by You. All Goods are shipped in working condition. It is Your responsibility to verify that Goods are working properly upon receipt; YOU WAIVE ALL CLAIMS FOR DEFECT, DAMAGE, SHORTAGE, OR OTHERWISE UNLESS MADE IN WRITING TO US WITHIN 10 DAYS OF RECEIPT. Incorrect: (i) storage; (ii) installation; (iii) use; (iv) maintenance; (v) service; or (vi) repair by You, or any form of alteration, misuse, neglect, abuse or accident affecting the Goods voids the foregoing limited warranty. We will not be liable under this warranty if You knew of any failure of a Good to conform to specifications prior to purchase. We, at Our sole discretion, will repair or replace the Goods in accordance with the terms of this Limited Warranty and of Our Return Policy as defined in Clause 15 of this Agreement.
 - iii. We, at Our sole discretion, will repair or replace Goods in accordance with these terms. To make a claim, You must first notify Us in writing specifying in detail the nature of the warranty claim and permit Us or Our nominated representative to inspect and test the Good claimed to be defective. You will be responsible for the costs of shipping the Good to Our nominated facility, subject to potential reimbursement for reasonable costs of shipping incurred by You in the event the Good is found to be defective in accordance with this Limited Warranty.



- iv. To the full extent permitted by applicable legislation, repair or replacement by Us as stated above is your exclusive remedy under this Limited Warranty. We will not be liable for any special, incidental, consequential or exemplary damages for breach of this Limited Warranty. We disclaim to the full extent permitted by applicable legislation all other warranties, whether express or implied of merchantability, fitness for a particular purpose or any warranty arising out of any proposal, specification or sample.
 - v. Any Software provided with the Goods is provided "as is" without warranty.
 - vi. This Limited Warranty gives you specific legal rights and you may also have additional rights under Commonwealth or State/Territory Legislation.
- b. ASP Application
- i. We warrant, for Your benefit alone, that the Internet-based application that We make available to You via the Internet for use with the Service (the "ASP Application") conforms in all material respects to the specifications for the current version of the ASP Application. We have no control over Internet performance or access, or over suppliers of services essential for the delivery of the Service, such as the Global Positioning System (GPS) satellite network and the wireless data networks that We utilise and therefore disclaim all performance warranties related to such services. Under some conditions (e.g. the mobile assets pass under bridges, through tunnels, etc.) erroneous data, such as speed, location, direction or operational status, may be transmitted. If You purchased the Goods from a Dealer, then the Dealer will provide telephone support for the Device and the Service to You based on the support program offered by the Dealer. The Dealer or We, as applicable, will provide telephone support only to You through the support telephone numbers and during the support hours designated by Dealer or Us.
- c. Services
- i. We accept liability for the supply of the Services to the extent provided in this Agreement.
 - ii. We do not warrant that the Services:
 - A. provided under this Agreement will be uninterrupted, error free or completely secure;
 - B. will meet Your requirements, other than as expressly set out in this Agreement;
 - C. will be free from external intruders (hackers), virus or worm attack, denial of service attack, or other persons having unauthorised access to the services or systems of Ours; or
 - D. will produce any particular results, data, sales or other return.
 - iii. Subject to clause 9ii:
 - A. the Services, Software, any reports, Our Confidential Information and any other thing provided in connection with this Agreement are provided on an 'as is' and 'as available' basis;
 - B. We make or give no express or implied warranties including, without limitation, the warranties of merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice, with respect to any goods or services provided under or incidental to this Agreement;
 - C. no oral or written information or advice given by Us, Our resellers, agents, representatives or employees shall create a warranty or in any way increase the scope of the express warranties given in this Agreement, and You may not rely on any such information or advice;
 - iv. In the event that this Agreement constitutes a supply of goods or services to a consumer as defined in the *Competition and Consumer Act 2010* (Cth) nothing contained in this Agreement excludes, restricts or modifies any remedies or guarantees where to do so is unlawful. To the full extent permitted by law, where the benefit of any such remedy or guarantee is conferred upon You pursuant to the *Competition and Consumer Act 2010* (Cth) Our sole liability for breach of any such remedy or guarantee will be limited to the remedies available under that Act.

10. LIMITATION OF LIABILITY

- a. Goods and Software
- i. Our total liability with respect to any and all claims, regardless of the form of action, whether in contract, tort (including negligence and product liability) or otherwise, arising out of or in connection with this Agreement or use of any Goods, Software or the Services will not exceed the price paid to Us for the actual item which gave rise to the claim. In no event will We be liable for any special, consequential, incidental, indirect or exemplary damages, including, but not limited to, loss of profit or revenues, failure to realise expected profits or savings, loss of use of the Goods, loss or corruption of data, loss of use, cost of capital, cost of substitute goods, facilities, services or replacement power, downtime costs or claims of customers for such damages, or any other commercial or economic loss of any kind, in contract, tort (including negligence), even if We knew of or should have known of the possibility of such damages.
 - ii. We will have no liability whatsoever to You for any claims of patent, copyright or other intellectual property right infringement and/or misappropriation of trade secrets, made against You in connection with Your purchase and/or use of the Goods and/or of any Software.



- b. ASP Application
 - i. Your sole remedies for breach of this Agreement by Us, for loss or damage, whether direct or indirect, caused by partial or total failure, inability to use or non-performance of the ASP Application, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, will not exceed the total charges paid by You during the month preceding Your claim.
- c. Services
 - i. Our total aggregate liability to You for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services will be limited to the charges paid by You in the 3 months preceding the claim in respect of the Services which are the subject of any such claim. Any claim must be notified to Us within one year of it arising.

11. EXPORT MATTERS

- a. You represent, warrant and undertake that You will not possess, use, import, export or resell (and shall not permit the possession, use, importation, exportation, or resale of) the Goods, Software, Services or any information or technical data provided by Us to You under this Agreement in any manner which would cause Us to breach any applicable export control laws, rules, or regulations of any jurisdiction (including without limitation those under Australian, UK and US law). Without limitation, You represent and warrant and undertake that You will not provide administrative access to or permit use of the Goods, Software or Services by any persons (including any natural person, government or private entity or other form of body corporate) that is located in or is a national of any country that is embargoed or highly restricted under Australian, United Kingdom or US export laws, rules or regulations.

12. TITLE TO GOODS

- a. Full title to the Goods sold to You under this Agreement will remain with Us until the total of all payments due under this Agreement in connection with the Goods have been made. On Our receipt of full payment, title to the Goods transfers to You. You agree to do all acts necessary to maintain Our title and to perfect a security interest in the Goods in favour of Us.

13. ARCHIVING AND BACK UP OF YOUR DATA

- a. We will archive Your data on a regular basis for the purposes of disaster recovery. While We will use our reasonable endeavours to maintain an up to date back-up of Your data, we do not guarantee that we will hold the latest version at the time of equipment failure or data corruption. In the event of equipment failure or data corruption, We will restore from the last known good archive of Your data that we hold.

14. DELIVERY AND RISK OF LOSS

- a. Any shipping dates provided by Us to You are approximate and are based upon prompt receipt of all necessary information by Us. We will use reasonable efforts to meet the delivery dates requested by You, but will have no liability whatsoever for delays in delivery for any reason. We reserve the right, in Our sole discretion, to allocate hardware product shipments among all Our clients, including You. Unless otherwise specified by Us, delivery will be made F.O.B. point of shipment to You. The risk of loss passes to You upon delivery to the carrier.

15. LIMITED RETURN POLICY

- a. The following **10-day Return Policy** applies only to sales of new Goods: Goods purchased as new and which are returned to Us within 10 days of the original sale and found to be unused, never installed, in good condition and in the original packaging will be accepted for return subject to the payment by You to Us of a 15% restocking fee.
- b. Shipping and handling fees and any **activation fees will not be refunded.**
- c. All returns must be accompanied with a Return Authorisation number issued in writing by Us and will not be accepted otherwise.
- d. **POLICY ON NON-REFUNDABLE ITEMS:** There will be no refund for any Goods that are purchased as used equipment. All used equipment is sold as is, and all sales of used equipment are final.
- e. There will be no refund for any new or used equipment purchased as part of an exchange involving a previously returned item.

16. TERM OF AGREEMENT

- a. Subject to earlier termination as provided below, this Agreement is for the period specified in the Order Form.
- b. We may suspend or terminate Your access to the Software or the Services if:



- i. You breach this Agreement and fail to rectify any remediable breach within 7 days of Us notifying You to do so;
 - ii. the individual signing the Agreement did not have the legal right or authority to enter into the Agreement on Your behalf;
 - iii. You become insolvent;
 - iv. You are declared bankrupt;
 - v. We are ordered to do so by a court, law or government body or pursuant to an arbitration award;
 - vi. there is an attack on Your system or Your system is accessed or manipulated by a third party without Your consent; or
 - vii. there is another event for which We reasonably believe that the termination or suspension of the account of service is necessary to protect Our other customers.
- c. In addition to any other rights We may have under this Agreement, You agree that We may, without notice to You and without any liability to Us, amend, alter or take down Your data or content if We:
- i. receive an order from a court or other competent body requiring Us to do so;
 - ii. are directed to do so by any regulatory body or authority or industry association;
 - iii. consider in Our sole discretion that You are breaching this Agreement.
- d. In the event We have to suspend or disconnect the Service without notice or deny Your access to the Service during any technical failure, modification or maintenance involved in the Service Our liability will be limited to that specified in this Agreement. We will use reasonable endeavours to procure the resumption of the Services as soon as reasonably practicable. In these circumstances You will remain liable for all charges due throughout the period of suspension.
- e. If Your account has been suspended or terminated due to Your breach, reactivation of Your account will be at Our discretion. If We agree to reactivate Your account, We will require payment in full of all outstanding amounts.
- f. You may terminate Your account or any individual Service with Us for any reason at any time by giving Us 30 days notice advising Us that You will do so. Unless You are terminating Your account due to a breach of this Agreement by Us, refunds for monies paid in advance are not provided.
- g. If We wish to terminate your Service for reasons other than a breach of these conditions, We can do so by giving You 30 days written notice. In this circumstance, We will refund any remaining unused credit on your account.
- h. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.
- i. If Your account is closed for whatever reason You must pay all outstanding charges immediately.
- j. We are under no obligation to provide You with a copy of Your data or content if We have suspended or terminated Your access to the service for Your breach. If We provide You with a copy of Your data or content in such circumstances, We are entitled to charge a fee for doing so. If We terminate Your account or any service in such circumstances We may also at Our discretion destroy Your data or content. If Your data or content is destroyed it may not be recoverable.

17. ASSIGNMENT

- a. We may assign in whole or in part Our rights or duties under this Agreement without prior notice to You and upon such assignment, We will be released from all liability under this Agreement.
- b. The delegation or assignment by You of any or all of Your duties or rights under this Agreement without Our prior written consent will terminate this Agreement.

18. GENERAL

- a. This Agreement will be governed by the laws of the Australian Capital Territory.
- b. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of the remainder of the Agreement.
- c. The failure of either party to enforce at any time any of the provisions of this Agreement will not constitute or be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provisions.
- d. You are solely responsible for complying with any Commonwealth, State, Territory or local government legislation or regulations applicable to the purchase, installation and operation of the Goods or Software.
- e. We will not be deemed in default of this Agreement for delay, failure in performance or loss or damage due to any force majeure event occurring beyond Our reasonable control, including the interruption by third parties of the supply of goods and services required by Us for the performance of this Agreement.



- f. This Agreement, including these terms and conditions and the Order Form, constitutes the sole and entire agreement between the parties. No other terms or conditions are binding upon any party unless accepted by it in writing signed by its authorized representative. Any other prior or concurrent written or oral representation, promise, understanding, proposal, agreement, order, warranty, course of dealing or trade usage not expressly contained or referenced in this Agreement is superseded and will not be binding on Us unless agreed to in writing by an authorised representative of Ours.
- g. We may modify or vary this Agreement at any time, however, you will not be bound by such modifications or variations until You accept them through the web application. If You elect not to agree to Our modifications or variations then We may terminate this Agreement.
- h. We do not assume and expressly disclaim any obligations or liabilities in connection with the sale of products other than those expressly stated in this Agreement, and do not authorize any person (including Our representatives and authorised dealers) to assume for Us any other obligations or liabilities.
- i. In the event that You receive the Goods under a trial arrangement as specified by Us, You will be liable for all costs associated with repair or replacement of the Goods due to: loss, damage by tampering, misuse, accident, abuse, neglect, misapplication, alteration of any kind, defects due to repairs or modifications made by anyone other than Us or Our authorised service representative and physical damage of any nature whatsoever to the surface of the display. You agree that the Goods received under a trial arrangement will be returned to the place of purchase in the same condition as when they were provided to You.