

Standard Terms and Conditions

Words used in these trading conditions: We, the Supplier and similar expressions, refer to IT Logic Pty Ltd ACN 105 396 996 You, the Applicant and similar expressions, refer to you, our customer or proposed customer.

TERMS AND CONDITIONS

Payment Terms

- 1.The terms of payment are strictly fourteen (14) days (or such other period as nominated by the supplier herein) from the date of invoice.
- 2.Unless the Supplier grants credit the Applicant must pay for all orders on delivery.
- 3.Should the Applicant not pay for the goods or services supplied by the Supplier in accordance with the credit terms as provided herein, or as agreed in writing by the Supplier from time to time, the Supplier will be entitled to charge an administration fee of:(a)10 percent of the amount of the invoice payable or \$[amount], whichever is the less; and(b)a further 10 percent per annum payable per year or \$[amount], whichever is the less, or part thereof, until payment by the Applicant.

Prices

- 4.All prices are in Australian dollars.
- 5.The Applicant must pay all freight, packing, delivery and insurance costs, if the Supplier agrees to deliver the goods.
- 6.The Applicant must also pay any sales tax, goods and services tax, stamp duty and all other excises and duties that are payable relating to the supplying of the goods by the Supplier.

Orders

- 7.These terms and conditions apply and prevail even if they are inconsistent with anything said or implied in any earlier or later order forms or similar documents.
- 8.The Supplier is not obliged to accept any order from the Applicant. If the Applicant places an order with the Supplier then it becomes binding from the moment that the Supplier accepts it even if the Supplier does not notify the Applicant that it has been accepted.
- 9.Once the Applicant places an order and the Supplier accepts it, the Applicant may cancel or return the goods only upon payment of the Supplier's re-stocking charge, which is 15 percent of the amount of the order. The Applicant acknowledges that this charge represents a reasonable and genuine pre-estimate of the Supplier's expenses and loss resulting from cancelled orders.
- 10.Delivery times are estimates only and the Supplier is not liable for delays in delivery.

Jurisdiction

- 11.The Applicant acknowledges and agrees that this agreement will be governed by

the laws of New South Wales, and the laws of the Commonwealth of Australia which are in force in New South Wales.

12.The Applicant acknowledges and agrees that any contract for the supply of goods or services between the Supplier and the Applicant is formed at the address of the Supplier.

13.The parties to this agreement submit to the non-exclusive jurisdiction of the courts of New South Wales and the relevant federal courts and courts competent to hear appeals from those courts.

14.The Applicant agrees to accept service of any document required to be served, including any notice under this agreement or the Personal Property Securities Act 2009 ("PPSA") or any originating process, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Applicant or the Applicant's authorised representative.

Purpose of credit

15.The Applicant acknowledges and agrees that the credit to be provided to the Applicant by the Supplier is to be applied wholly or predominantly for commercial purposes.

Formation of contract

16.Quotations made by the Supplier will not be construed as an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, at its discretion, any offer to purchase received by it. Only acceptance by the Supplier of the Applicant's offer will complete a contract.

17.Placement of an order, either orally or in writing, will constitute agreement by the Applicant that these terms and conditions apply to the order.

Retention of title

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

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

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

21.The Applicant will be responsible for the Supplier's costs and expenses in exercising its rights under clause 20. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Applicant against the Supplier, its employees, servants or

agents.

22.The Applicant agrees that where the goods have been retaken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the goods, and if necessary, sell the goods with the trademark or name of the Applicant on those goods, and the Applicant hereby grants an irrevocable licence to the Supplier to do all things necessary to sell the goods bearing the name or trademark of the Applicant.

23.Until the Applicant becomes the owner of goods supplied, if the Supplier has reasonable grounds to expect that it might find any of those goods in any premises or vehicle the Applicant are entitled to access, the Supplier or its agent may enter into those places as if it or its agent is the Applicant.

24.The Applicant will be responsible for the Supplier's costs and expenses in exercising its rights under clause 20 or 23. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Applicant against the Supplier, its employees, servants or agents.

25.Any firmware or software which comes with the goods the Supplier supplies is supplied under licence only. The Applicant agrees to abide by the terms of all such licences. Typically, licences limit use of firmware and software to the one machine.

26.For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the PPSA.

Warranties

27.All goods come with the manufacturer's warranty only, and are supplied by the Supplier 'as is'. The manufacturer's warranty may not cover any damage caused by the use of other than genuine original manufacturer's parts and consumables.

28.All services provided come with the service provider's warranties as supplied to the Supplier, including those supplied by the Supplier.

Sale by specification

29.The Supplier sells their goods by specification. The Applicant decides what purpose to use the goods for or re-supply them for. The Supplier does not make any representations as to fitness for purpose.

Variation in specifications

30.The Supplier reserves the right to vary the specifications or performance criteria of any product from time to time and to obtain products from different sources, at the Supplier's absolute discretion. The Supplier may do this without notifying the Applicant provided the Supplier has reasonable grounds for believing that the alternate product offered is substantially similar to that previously offered or represents an improvement.

Cancellation of terms of credit

31.The Supplier reserves the right to withdraw credit at any time, whether the Applicant is in default under the terms of this agreement or not.

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

Indemnity

33. The Applicant agrees to indemnify the Supplier and keep the Supplier indemnified against any claim but only to the extent that loss or damage (including legal fees and expenses on an indemnity basis) is caused by the Applicant.

Provision of further information

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

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

Trustee capacity

36. If the Applicant is the trustee of a trust (whether disclosed to the Supplier or not), the Applicant warrants to the Supplier that: (a) the Applicant enters into this agreement in both its capacity as trustee and in its personal capacity; (b) the Applicant has the right to be indemnified out of trust assets; (c) the Applicant has the power under the trust deed to sign this agreement; and (d) the Applicant will not retire as trustee of the trust or appoint any new or additional trustee without advising the Supplier.

37. The Applicant must give the Supplier a copy of the trust deed upon request.

Partnership

38. If the Applicant enters into this agreement as partners, the Applicant warrants that all of the partners have executed this agreement and that all of the partners will enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.

39. If the Applicant is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising the Supplier. In the case of a change of partners, the Supplier may ask for new guarantors to sign a guarantee and indemnity.

Insolvency

40. If the Applicant becomes insolvent, the Applicant remains liable under this agreement for payment of all its liabilities to the Supplier. The Applicant remains liable under this agreement even if the Supplier receives a dividend or payment as a result of the Applicant being insolvent.

Costs

41. The Applicant must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Applicant. The Applicant must also pay for all stamp duty and other taxes payable on this agreement (if any).

42. The Applicant will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Applicant,

including collection costs, debt recovery fees and legal costs on an indemnity basis. Such costs and disbursements will not be due and payable by the Applicant to the Supplier if the recovery action, claim or remedy is unsuccessful.

43.The Applicant acknowledges and agrees that payments by the Applicant will be applied by the Supplier as follows.(a)Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 20 and 43.(b)Secondly,in payment of the outstanding invoice(s).

Taxes and duty

44.The Applicant must pay GST on any taxable supply made by the Supplier to the Applicant. The payment of GST is in addition to any other consideration payable by the Applicant for a taxable supply.

45.If as a result of:(a)any legislation becoming applicable to the subject matter of this agreement; or(b)any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;the Supplier becomes liable to pay any tax, duty, excise or levy in respect of any supply by the Supplier to the Applicant or any amount received from the Applicant, then the Applicant must pay the Supplier the amount of the tax, duty, excise or levy on demand.

Entire agreement

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

Privacy Act

47.The Applicant agrees to the terms of the Privacy Act 1988 authorisation contained in this document.

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