

1. Definitions:

"Agreement" means the whole agreement between the Supplier and the Buyer as set out in these terms and Conditions and includes the Order Acknowledgment and the Customer Credit Application and any Appendices thereto.

"Associated Company" means any 'subsidiary' or 'holding company', of the Supplier or the Buyer as the case may be as defined in the Corporations Act 2001.

"Buyer" means the party described in the Purchase Order and the Order Acknowledgement.

"Buyer Insolvency" means where the Buyer enters into a scheme of arrangement, compromise, or composition with its creditors with respect to the payment of its debts, or where a receiver, administrator or a liquidator is appointed whether by force or voluntarily.

"Buyer Specification" means any specification either created by the Buyer or one to which the Buyer is bound to with respect to a non-party.

"Buyer Specified Goods" means goods manufactured by the Supplier in accordance with a Buyer Specification.

"Cybercrime" means any computer or other electronic intrusion, unauthorised modification of data, including destruction of data, any unauthorised impairment of electronic communications, including denial of service attacks, the creation and distribution of malicious software including malware, viruses, ransomware and dishonestly obtaining or dealing in personal financial information.

"Delivery Note" means the document that accompanies any shipment of Goods by the Supplier to the Buyer under this Agreement.

"Force Majeure Event" means an event beyond the parties' reasonable control, which by its nature could not have been foreseen by the party in question and includes, without limitation, acts of God, storms, tempest, floods, riots, fires, sabotage, civil commotion or civil unrest, cybercrime, interference by civil or military authorities, acts of war (declared or undeclared), armed hostilities or other national or international calamity, piracy, one or more acts of terrorism, failure of energy sources, strikes, lockouts or other industrial action or the failure of major suppliers or subcontractors to perform or any emergency services legislation whether it be State, Federal or Global with respect to either a pandemic or such other state of emergency.

"Goods" means the goods being sold and described in the Order Acknowledgement and this Agreement.

"Goods Centre" means the location specified in the Order acknowledgement where the Goods are either to be collected by the Buyer or delivered by the Supplier to the Buyer or returned to the Supplier by the Buyer in accordance with this Agreement.

"GST Law" means the Goods and Services Tax regime provided for in A New Tax System (Goods and Services) Act 1999 (Cth).

"Law" means the law of the Commonwealth of Australia and its States and Territories.

"Order Acknowledgement" means an Order Acknowledgement given in writing by the Supplier confirming the Goods to be supplied to the Buyer by the Supplier.

"Order Number" means the order number stated in the Order Acknowledgment.

"PPSA" means the Personal Property Security Act 2009 (Cth)

"PPSR" means the Personal Property Securities Register under the PPSA.

"Purchase Order" means the request by the Buyer made to the Supplier to supply Goods to the Buyer under these terms and conditions and if there is any conflict between any of the terms and conditions in the Purchase Order with these terms and conditions, then these terms and conditions shall prevail.

"Return Authorisation" means the written authorisation by the Supplier to either accept the return of the Goods or provide a refund to the Buyer with respect to the Goods.

"Supplier" means Reliable Sprinkler (Australia) Pty Ltd A.C.N. 46149508163.

"Supplier Specification" means a specification with respect to the Goods which sets out the manufacturer's then current technical literature and which is shown in the Supplier's regular technical bulletins all of which are on the Supplier's website at www.reliablesprinkler.com and which can be amended at any time by the Supplier and which shall be binding on the Buyer.

2. Operative Provisions

2.1 Unless otherwise agreed in writing by the Supplier these Conditions shall not be varied either expressly or by conduct, waiver or the deferral of taking any enforcement rights or action that the Supplier may have under this Agreement or by any conditions contained in any document issued by the Buyer or as a consequence of any negotiations as between the Buyer and the Supplier at any material time .

2.2 The Supplier will not be deemed by performance of the terms of this Agreement to have affected any direct or indirect transfer of any personal data relating to any of the business and commercial activities of the Supplier whatsoever.

2.3 The Buyer shall not without the written consent of the Supplier assign or transfer or purport to assign or transfer any of its rights, benefits, or obligations under this Agreement to any person or entity.

2.4 The Supplier may for the purposes of business efficacy make minor changes to the Specification of the Goods sold by the Supplier to the Buyer at any time without being required to give the Buyer prior notice, and such minor changes shall form part of this agreement and shall be binding on the Buyer.

2.5 If any provision of this Agreement is held to be unlawful or unenforceable at law then the offending provision shall be severed entirely from this Agreement leaving the remaining provisions to operate with full force and effect.

2.6 The Supplier reserves the right to sub-contract or delegate the performance of all or any part of the Purchase Order without requiring the consent of the Buyer.

3. ORDER ACKNOWLEDGEMENT

3.1 No Purchase Order will be deemed accepted by the Supplier until the Supplier issues an Order Acknowledgement containing an Order Number.

3.2 Any Order Acknowledgement given orally shall be confirmed in writing by the Supplier within two (2) Business Days and shall specify the type, description and quantity of Goods ordered, the relevant code numbers of the Goods and the Supplier shall, not be liable for any errors, omissions whatsoever made by the Buyer in the making of the Purchase Order.

3.3 The Supplier shall allocate an Order Number to each Order Acknowledgement and shall provide the Order Number to the Buyer together with the date by which the Goods are expected to be ready for collection or delivery, and all parties shall use the relevant Order Number in all matters pertaining to the Order Acknowledgement.

Terms & Conditions of Sales agreed by Supplier & Buyer

- 3.4 Subject to the terms of this Agreement, any Order Acknowledgement once issued cannot be amended or cancelled by the Buyer without the Supplier's prior written consent unless the Buyer has a right of cancellation under the terms of this Agreement.
- 3.5 This Agreement shall not be binding until an Order Acknowledgement has been executed by the Supplier and provided to the Buyer.
- 4. DELIVERY**
- 4.1 Unless expressly stated in the Order Acknowledgement time shall not be of the essence and the times for the collection or the delivery of Goods are approximate only.
- 4.2 The delivery and all transport costs shall be borne by the Buyer unless otherwise stated in the Order Acknowledgement.
- 4.3 The Supplier, unless expressed to the contrary in the Order Acknowledgement, shall not be liable to the Buyer for any loss or damage of any kind due to the Supplier's timing for the delivery of the Goods or to having the Goods available for collection and the Buyer shall not be entitled to refuse to collect or take delivery of any of the Goods or terminate this Agreement as a consequence thereof.
- 4.4 Where the Goods are to be collected by the Buyer they shall be collected at the expense of the Buyer in all things from the Goods Centre unless otherwise agreed between the Buyer and the Supplier in writing.
- 4.5 The Supplier may at its sole discretion have the Goods made available for collection or delivered to the Buyer in instalments and in such case the Supplier will invoice the Buyer for each instalment on the delivery of the Goods or when the Goods are available for collection in accordance with the Order Acknowledgment.
- 4.6 If the Buyer fails or refuses to take delivery of any of the Goods on delivery by the Supplier, or, in the case of the Goods to be collected by the Buyer, within five (5) Business Days of the Supplier notifying the Buyer that the Goods are ready for collection, then, except and only to the extent where such delay is caused by the Supplier's failure to comply with its obligations under this Agreement then delivery of the Goods shall be deemed to have been completed at 9.00am on the date the Supplier tendered the Goods for delivery to the Buyer or the fifth (5th) Business Day following the day on which the Supplier notified the Buyer that the Goods were ready for collection whichever time is the earlier.
- 4.7 The Supplier shall not expressly or by implication be deemed to be a bailee in any capacity for the Buyer with respect to the storage or handling of the Goods until delivery of the Goods has been completed.
- 4.8 The Supplier may in its discretion charge interest on any late payment and or charge the Buyer for storage of the Goods in both cases at the rate of one percent (1%) per month of the invoice to be assessed on the value of the Goods.
- 4.9 Should the Buyer fail to collect and pay in full (including storage charges) for any Goods being stored by the Supplier pursuant to this Agreement within forty five (45) days, then in such case, the Supplier shall be entitled to terminate this Agreement by notice in writing to the Buyer and at the time stated in the notice of termination, the Supplier shall be entitled to sell the Goods and to recover damages for breach of this Agreement which damages shall include all costs incurred by the Supplier including legal costs on a solicitor/client basis.
- 5. DESIGN AND SPECIFICATION AT BUYER'S DIRECTION**
- 5.1 The Supplier shall exercise all due care and reasonable skill and diligence in the manufacture and supply of Buyer Specified Goods.
- 6. GOODS RETURNED BY THE BUYER FOR CREDIT**
- 6.1 Except in the case of Buyer Specified Goods, if the Buyer for any reason requires a refund of monies paid by the Buyer to the Supplier for any Goods, then the Buyer shall first obtain a Return Authorisation from the Supplier and the Supplier may in its discretion either grant a Return Authorisation or refuse to grant the Buyer a Return Authorisation.
- 6.2 Where a Return Authorisation is provided by the Supplier, the Goods may either be returned by the Buyer at the Buyer's cost in all things and provided the Goods are returned in the same condition and with packaging as when collected or delivered then the Supplier may give the Buyer a refund of the price paid by the Buyer to the Supplier and the amount of any refund for returned Goods will not exceed the price paid by the Buyer to the Supplier of the Goods less any costs incurred by the Supplier in returning the Goods to the Buyer.
- 7. INSURANCE RISK AND TITLE IN THE GOODS**
- 7.1 The risk of damage to or loss of the Goods shall pass to the Buyer;
- 7.1.1 in the case of Goods to be collected from the Supplier's premises, when loaded onto the Buyer's vehicle collected or if earlier than five (5) Business Days after the Supplier notifies the Buyer that the Goods are available for collection; or
- 7.1.2 in the case of Goods being delivered, at the time of delivery; or
- 7.1.3 if the Buyer without reasonable cause fails to take delivery of the Goods, at the time stated by the Supplier in the Order Acknowledgment or the date where the Supplier has tendered the Goods for delivery.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, title in the Goods shall not pass to the Buyer until the Supplier has received full payment for all the Goods.
- 7.3 The Buyer shall be entitled to resell or use the Goods in the ordinary course of business but shall account to the Supplier for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds up to the total aggregate amount owed by the Buyer to the Supplier in respect of this Agreement, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured and those unpaid for Goods shall be identified as the property of the Supplier.
- 7.4 Until such time as title has passed from the Supplier to the Buyer, the Buyer shall allow the Supplier, or its agents access to the Buyer's property to inspect the Goods to ascertain compliance with this Clause 7.
- 7.5 Until title passes to the Buyer, the Buyer shall;
- 7.5.1 maintain current at all times insurance cover with respect to the Goods against all risks with an insurer acceptable to the Supplier and the Buyer

- shall have the Supplier's interest as owner of the Goods noted on the policy; and.
- 7.5.2 The Supplier shall be entitled at any time to require the Buyer to deliver up the Goods to the Supplier and, if the Buyer fails to do so, the Supplier shall be entitled by its servants or agents to enter the premises of the Buyer or any third party where the Goods are stored and take possession of the Goods.
- 7.6 Neither the Buyer or the Supplier shall require the other to do anything that will have the effect of rendering any insurance policy that may be applicable to this Agreement as void or unenforceable against insurer or generally.
- 8. PRICES**
- 8.1 All prices quoted on the Order Acknowledgment are exclusive of GST, and the GST will be as stated in all Tax Invoices in accordance with GST Law.
- 8.2 The prices quoted for Goods purchased under this Agreement are exclusive of all essential packing, insurance during transit and carriage from the Goods Centre which may be arranged by the Supplier and in such case all costs incurred in respect thereof shall be paid for by the Buyer and included in the Supplier's Tax Invoice.
- 8.3 All prices quoted for Goods in the Order Acknowledgement are exclusive of applicable export duties and charges which shall be payable by the Buyer and include in the Suppliers Tax invoice. Where required the Supplier will obtain at the expense of the Buyer any export licence or other official authorisation and carry out all customs formalities necessary for the export of the Goods from the United Kingdom or the United States of America to the delivery destination in this agreement. Where necessary, the Buyer shall obtain at its own risk and expense, any import licence or other official authorisation and carry out all customs formalities for the import of the Goods into Australia and their transport through any country and provide evidence thereof to the Supplier upon request.
- 8.4 If the Supplier needs to change its prices due to cost increases outside its control, it shall notify the Buyer and endeavour to keep such increases to a minimum. The Buyer shall have the right, within 7 days of such price increase notification from the Supplier to terminate the Contract without penalty if it does not accept such increase. Otherwise, all prices shall be those appearing in the Order Acknowledgement. The Supplier's price list discloses the Supplier's prices which are at all times for information only and may change without notice at any time.
- 8.5 On receipt of a Tax invoice from the Supplier, the Buyer shall pay all such amounts as described in the Tax Invoice.
- 9. SUPPLIER INVOICING AND PAYMENT**
- 9.1 Time for payment of any Tax Invoice shall be stated in the Tax Invoice and if no time is stated then the time for payment shall be immediately on receipt of the Supplier's tax invoice or as otherwise may be stated in the Order Acknowledgment.
- 9.2 The Supplier shall be entitled at its sole discretion to charge, on any amount unpaid, simple interest at the rate of 1.5% percent per month with respect to any amount outstanding until the date the amount outstanding is paid in full until the amount owing is paid inclusive of all costs and interest including legal costs on a solicitor/client basis.
- 9.3 The Supplier shall be entitled to refuse to supply any further Goods to the Buyer under this Agreement or any other agreement between the parties until the Buyer has paid all Tax Invoices either in whole or part to the reasonable satisfaction of the Supplier.
- 9.4 In the event that the Buyer is in breach of the Order Acknowledgment or any other term of this Agreement whether as to payment of monies or otherwise, then in such case, the Supplier shall be entitled to terminate any uncompleted Order Acknowledgment without incurring any liability whatsoever to the Supplier and to recover loss and damages from the Buyer for any resulting loss arising therefrom and the Supplier shall be entitled to recover and take possession of all Goods supplied by the Supplier to the Buyer under this Agreement.
- 9.5 The Buyer shall not be entitled to make any set offs or deductions from any payment due to the Supplier by the Buyer whatsoever.
- 9.6 If the Buyer disputes the validity of any Tax Invoice issued by the Supplier in terms of either the prices charged, or the number of Goods ordered or delivered then such dispute must be notified to the Supplier by the Buyer in writing not more than 14 days after the Tax Invoice has been received by the Buyer.
- 9.7 Any dispute arising from a notice given under sub clause 9.6 of this Agreement will not be accepted by the Supplier where the claim made in the Notice of Dispute is made greater than 14 days from the date of the delivery of the Goods to the Supplier or the collection of the Goods by the Supplier from the Goods Centre.
- 10. WARRANTY AND ACCEPTANCE OF GOODS**
- 10.1 All Goods supplied by the Supplier to the Buyer shall conform with either the Supplier Specification or the Buyer Specification, in all material respects and shall be of a satisfactory quality and fit for purpose as described by the Supplier in the Order Acknowledgment or as is described by the Buyer in the Buyer's Specification and the Order Acknowledgment and such Goods shall be free from defects in materials and workmanship and shall remain so for twelve (12) months after delivery of the Goods to the Buyer or collection by the Buyer of the Goods from the Goods Centre.
- 10.2 To the extent permitted by Law, all terms as are implied by the Australian Consumer Law and any other statutory warranties relating to the state, condition or performance of the Goods are by agreement between the Buyer and the Supplier to be excluded from this Agreement.
- 10.3 The Supplier's Warranty shall not apply to the extent that any defect is caused by any of the following events after the Goods have been delivered to the Buyer or collected from the Goods Centre by the Buyer and in the case where:
- 10.3.1 the Goods have been used in any manner contrary to the intended purpose for the use of the Goods as described or reasonably inferred by the Supplier from the Order Acknowledgment or common usage; or
- 10.3.2 the Goods have been installed contrary to good industry practice or contrary to any guidelines issued by the Supplier from time to time with respect to the Goods; or
- 10.3.3 the damage complained of is due to wear and tear, accidental damage or damage caused by negligence of the Buyer or misuse, inadequate maintenance with respect to the Goods, or use

of the Goods with incompatible materials, or corrosion due to environmental factors, improper operation or neglect by the Buyer or its servants or agents.

- 10.4 If following any inspection of the Goods within the time provided for in Clause 9.6 of this Agreement, the Buyer considers that the Goods are not as warranted under this Agreement, then the Buyer shall inform the Supplier in writing with full particulars as to why such is the case and the Supplier shall without making any admission as to liability take such action as is reasonably necessary to ensure that the Goods are or will be as warranted under these terms and conditions including at the Supplier's sole discretion, the repair or replacement of the Goods. For these purposes, the Supplier shall have a right to inspect the Goods before they are returned to the Supplier under a Return Authorisation and the Buyer shall comply with the Supplier's request for inspection of the Goods and shall give the Supplier reasonable access to the Buyer's premises for this purpose.
- 10.5 The Buyer will only be entitled to reject the Goods delivered by the Supplier if the Buyer's rejection is in compliance with the time prescribed in Clause 9.6 of this Agreement and where the Supplier has provided the Buyer with a Return Authorisation.
- 10.6 If the Buyer fails to give the required notice of rejection of the Goods for whatever reason within the time specified in Clause 9.6 of this Agreement, then the Buyer shall be deemed to have accepted the Goods as being without any defects whatsoever and shall be liable to pay all monies due and owing under the Supplier's tax invoices.
- 10.7 If the Supplier provides the Buyer with a Return Authorisation, then the Buyer may elect to have the Supplier either repair or replace the rejected Goods. Once the Supplier has acknowledged and acted on the Buyer's request, then the Supplier shall have no further liability to the Buyer in respect of the rejected Goods' whatsoever.
- 10.8 If the Supplier provides the Buyer with a Return Authorisation, then the Buyer shall return the Goods to the Supplier at the Goods Centre at the Buyer's cost and expense and risk in terms of the Return Authorisation and the Supplier shall not be liable for the costs of or occasioned by the de-installation of the Goods or the re-installation of the Goods following such repair or replacement.
- 10.9 Where the Goods have been replaced by the Supplier pursuant to a Return Authorisation, then title to the Goods returned by the Buyer shall revert to the Supplier at the time the Goods are returned.

11. LIMITATION OF LIABILITY

- 11.1 The Supplier's total aggregate liability, including that of its servants, agents, officers, principals, contractors and employees in respect of the Goods which are defective due to faulty workmanship or materials or otherwise proved not to conform with the Buyer's Specification and Order Acknowledgment shall be limited to the total of the amount of the price paid to the Supplier by the Buyer for the Goods under this Agreement.
- 11.2 The Supplier or its officers, principals, employees, contractors or agents shall have no liability to the Buyer for any special, incidental, indirect, punitive or consequential damages; loss of profit, revenue, goodwill, use, loss of use of the Goods or the costs of procuring substitute goods.
- 11.3 No claim or action shall be brought more than twelve months after the Customer became aware, or reasonably

ought to be aware of the circumstances giving rise to the action.

- 11.4 The Buyer agrees that it shall do all things necessary to mitigate all damage arising from any claims under this provision and the Buyer shall not compromise or settle any claim brought by the Buyer's customers which might result in a liability for the Supplier without the Supplier's prior written consent. The Buyer, if requested by the Supplier, and on such terms as agreed between the parties, shall give the Supplier full conduct, management and control of any claims brought by the Buyer's customers or contractors with respect to the Goods.

12. DEFAULT OR INSOLVENCY OF THE BUYER

- 12.1 If the Buyer fails to take delivery of any Goods as delivered pursuant to the Order Acknowledgment, when required to do so, or fails to make good any default in or commit any breach of the Buyer's obligations under this Agreement, or if any distress or execution or other legal process shall be brought or levied upon any of the Buyer's property or if the Buyer becomes Insolvent, then the Supplier shall be entitled to terminate this Agreement immediately without further notice in which case all title to any Goods which have not been paid for will immediately upon termination revert to the Supplier and shall be void as against any liquidator, administrator or receiver of the Buyer.
- 12.2 The Supplier shall be entitled to terminate this Agreement in the event of the Buyer committing any fundamental breach of any essential term of this Agreement and in which case;
 - 12.2.1 such termination shall be on the basis of a reservation of all rights including all rights and remedies at law or under this Agreement which the Supplier may have accrued on, before or at termination; and
 - 12.2.2 the Supplier shall be entitled to recover from the Buyer any loss or expense incurred by it as a result of the termination of this Agreement, and
 - 12.2.3 the Supplier shall not be liable to the Buyer whatsoever for any loss suffered by the Buyer in consequence of such termination by the Supplier; and
 - 12.2.4 the Supplier shall be entitled to rely on its general rights at law to take possession of the Goods and sell the Goods without being required to account to anyone with respect to the Goods; and
 - 12.2.5 the Supplier shall be entitled to declare that all invoices are immediately due and payable by the Buyer and take such enforcement action as the Supplier may be advised without further notice to the Buyer.

13. GOVERNING LAW

- 13.1 This Agreement shall be governed by the Law of the Commonwealth of Australia and the Australian Courts of the State or Territory in which this Agreement has been formed will be the courts of competent jurisdiction and the parties shall submit to the exclusive jurisdiction of such courts in any dispute or difference of any kind which may arise under or in connection with this Agreement.

14. THIRD PARTY RIGHTS

- 14.1 Any or all of the Associated Companies present and future of the Supplier shall have a right to enforce any or all of the terms of this Agreement and any such

Associated Company shall, subject to this Agreement, immediately and without further notice have the benefit of and be entitled to enforce any terms of this Agreement against the Buyer and the parties grant, in addition to the Supplier, and all Associated Companies the right to be able to enforce the terms of this Agreement as though they were the Supplier. The Buyer shall be liable for any loss or damage suffered by any Associated Company of the Supplier arising from any enforcement process under this Agreement.

- 14.2 There shall be no rights afforded to non-parties to this Agreement other than as permitted by Law or as forms part of any novation or lawful assignment of this Agreement from the Buyer to the other party.

15. CONFIDENTIALITY AND CYBERCRIME

- 15.1 The Buyer undertakes that it shall take all reasonable precautions in relation to the transfer of information as between the Buyer and the Supplier to avoid the any event of any Cybercrime occurring between the Supplier and the Buyer or any of the business associates of either the Buyer or the Supplier and will maintain sufficient software in the Buyer's computer systems to provide adequate protection against Cybercrime and the Supplier shall do the same.
- 15.2 The Buyer undertakes unless required by Law, not to disclose to any person any confidential information disclosed to it by the Supplier (which is not in the public domain) concerning the Supplier's business or affairs or the business and affairs of any Associated Company, including but not limited to information relating to its operations, processes, prices, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers.

16. FORCE MAJEURE

- 16.1 Neither party shall have any liability or responsibility for failure to fulfil any obligation under this Agreement so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event.
- 16.2 If a party is affected by a Force Majeure Event it shall serve notice to the other party with details of the Force Majeure Event on or before such time as the party finds itself incapable of performing this Agreement due to such Force Majeure Event. From the date of such notice, the performance obligations of both parties to this Agreement (other than the payment for Goods already delivered) shall be suspended until further notice or if the Force Majeure Event makes it impossible for the Agreement to be performed, then the Agreement will be deemed mutually terminated as a consequence thereof.
- 16.3 If such period of Force Majeure Event exceeds thirty (30) days, then either party shall be entitled to terminate this Agreement on giving the other party written notice to this effect with no penalty or liability except for any liabilities that have arisen or exist prior to the occurrence of Force Majeure Event which shall continue to be enforceable under this Agreement.

17. RETENTION OF TITLE

- 17.1 Title in Goods will not pass to the Buyer until payment in full has been made by the Buyer to the Supplier for all Goods delivered to the Buyer by the Supplier.
- 17.2 The Buyer may sell or deal in ordinary course of business with the Goods and with the interest of the Supplier in the Goods and may for those purposes part with possession of the Goods but the proceeds of any such sale or dealing

must be held by the Buyer as bailee and as a fiduciary to the Supplier.

- 17.3 Whilst the Supplier retains the legal and equitable title in the Goods the Buyer shall ensure that the Goods are clearly identifiable as the exclusive property of Supplier and securely store same separately from the Buyer's other goods.

- 17.4 If the Buyer commits an act of bankruptcy or insolvency, or enters into any form of administration, liquidation, receivership or makes any composition or arrangement with its creditors, ceases to carry on business or breaches any fundamental clause of this agreement, then the Supplier may, without prejudice to any other remedies it may have, repossess any Goods delivered to the Buyer on any account which has not been paid in accordance with the terms and conditions of this Agreement and commence proceedings to recover the balance of any monies owing to the Supplier by the Buyer.

18. PERSONAL PROPERTY SECURITIES ACT 2009 ("PPSA")

- 18.1 Unless otherwise defined in this Agreement, the terms and expressions used in this Agreement have the meanings given to them, or by virtue of, the PPSA.
- 18.2 The Buyer acknowledges and agrees that the Supplier's retention of title claimed in this Agreement constitutes a security agreement pursuant to the PPSA and grants a security interest in the Goods in favour of the Supplier.
- 18.3 The Buyer agrees and undertakes to;
- 18.3.1 to grant the Supplier with a purchase money security interest.
- 18.3.2 to do all things necessary and provide the Supplier on request all information the Supplier requires to register a financing statement or financing change statement on the Personal Properties Securities Register ("PPSR"); and
- 18.3.3 not to change its name in any form or other details on the PPSR without first notifying the Supplier.
- 18.3.4 The Supplier does not need to give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.
- 18.3.5 the Buyer shall at the request of the Supplier do all things and execute all documents necessary to perfect the Supplier's security interest in the Goods.
- 18.3.6 The Buyer acknowledges and agrees that The Supplier can do all things and execute all documents necessary to perfect its security interest in the Goods.
- 18.3.7 The Buyer agrees that sections 95, 130, 132(3)(d), 132(4), 135 and 143 of the PPSA will have no application to the agreement between the Supplier and the Buyer in respect of this Agreement.

19. ENTIRE AGREEMENT AND SEVERANCE

- 19.1 This Agreement constitutes the whole agreement and understanding of the parties and supersedes any previous agreement, understanding or agreement between them relating thereto.
- 19.2 The Buyer acknowledges that in entering into this Agreement it has not relied on any statement,

representation, assurance or warranty other than as expressly set out in this Agreement.

- 19.3 The Supplier and the Buyer agree that any provision in this Agreement that is found by any Court as to be illegal, then such provision shall be severed from this Agreement and the remainder of this Agreement shall be of full force and effect.

20. SET OFF

- 20.1 The Supplier shall have the right to set off any amount owed by it to the Buyer howsoever arising against any amount owed by the Buyer to the Supplier whether arising under or in relation to this Agreement or otherwise.

21. NOTICES

- 21.1 Any notice or other communication given or made under this Agreement shall be in writing and may be delivered by hand to the relevant parties or sent by prepaid letter, email containing a read receipt request, or facsimile transmission to the address of the parties specified in the Order Acknowledgement or to that parties' facsimile transmission number or such other address or number as may be notified hereunder by the parties from time to time for this purpose and shall be effective notwithstanding any change of address not so notified.
- 21.2 Each such notice or communication shall be deemed to have been given or made and delivered if by letter 48 hours after posting, if by hand delivery when left at the relevant address, or if by facsimile transmission upon receipt by the addressee of the complete text in legible form.