

Zetifi Standard Terms and Conditions of Sale

1. DEFINITIONS & INTERPRETATION

In these Terms and any related Contract or Order, unless the contrary intention appears:

·"The Company", when referred to in these Terms and Conditions, refers to AGSENSIO PTY LTD ABN 98 621 129 244 trading as Zetifi.

·Business Day means a day that is not a Saturday, Sunday or public holiday in New South Wales or, for deliveries of Products, at the place of delivery.

·Contract means a contract for sale as referred to in clause 2.4.

·Customer means the person who orders Products from The Company whether by telephone, facsimile, email, in person, through The Company's online ordering system or otherwise.

·Force Majeure means any circumstance beyond the reasonable control of a party which results in a party being unable to observe or perform on time an obligation under these Terms.

·GST has the same meaning as in the A New Tax System (Goods & Services Tax) Act 1999 (Cth) (as amended).

·Insolvency Event means circumstances in which Customer is unable to pay its debts as they fall due or otherwise takes any corporate action or any steps are taken or legal proceedings are started for: (a) its winding-up, dissolution, liquidation, or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by The Company; (b) the appointment of a controller, receiver, administrator, official manager, trustee or similar officer of it or of any of its revenues and assets; or (c) seeks protection or is granted protection from its creditors, under any applicable legislation.

·Order means an order for Products which has been accepted by The Company but excluding any terms or conditions printed on or referred to in Customer's purchase orders or other documentation unless expressly agreed to in writing by The Company.

·PPSA means the Personal Properties Securities Act 2009 (Cth) (as amended from time to time).

·Products mean the goods and/or services purchased or to be purchased by Customer from The Company which are the subject of a Contract and/or Order.

·Terms means these terms and conditions of sale.

2. ORDERS

2.1. All orders for Products must be placed in the manner and form required by The Company from time to time and will be subject to the terms of the Order and these Terms.

2.2. All Orders will be subject to acceptance by The Company, which may decline an Order or accept an Order in whole or part in its absolute discretion. Customer acknowledges that acceptance of an Order by The Company will not imply that The Company will accept any future Order(s) placed by Customer.

2.3. Once accepted by The Company, an Order may not be cancelled by Customer except with the express consent of The Company.

2.4. Upon the acceptance of each Order by The Company, a separate Contract of sale will arise in certain situations. Each Contract will comprise the accepted Order and these Terms. If there is any inconsistency between these Terms and another provision in a Contract then the provision in the Contract will prevail only to the extent of the inconsistency.

2.5. For the avoidance of doubt no terms or conditions of Customer, including any terms or conditions printed on or referred to in Customer's offer to purchase or order will be binding on The Company or have any legal effect unless expressly agreed to in writing by The Company.

3. PRICE AND PAYMENT

3.1. The price for the Products is specified in the accepted Order and/or Contract. Unless the Order or Contract states otherwise, The Company may alter the Price at any time prior to acceptance of an order without prior notice.

3.2. Customer must pay GST or any other tax duty, levy, tariff or charge applicable to the supply of the Products in addition to, and at the same time as, payment of the price. The Company will provide Customer with a tax invoice as required by law.

3.3. Unless the Contract or Order states otherwise, Customer must pay the Price for Products supplied to it within 30 days of the date of the invoice for such Products.

3.4. Customer must not withhold payment or make any deduction from the invoiced price or any other amount owing to The Company without The Company's prior written consent.

3.5. Receipt of any amount will not constitute payment until such time as the amount is paid or honoured in full.

3.6. The Company may in its discretion allocate a payment that does not specifically identify the invoice for which such payment is made in satisfaction for monies owing

under any outstanding invoices without regard to the date of those invoices.

3.7.The Company may charge interest on any overdue monies at the rate which is 2% above the rate charged by The Company's major banker for commercial overdraft balances of over \$100,000 from time to time, calculated from the due date for payment of the outstanding amount until the date of payment by Customer. Any payment made by Customer will be credited first against any interest that has accrued.

3.8.The Company will be entitled to recover from Customer all legal and other costs incurred by The Company arising from Customer's default in payment and the collection of any overdue monies.

3.9.The Company reserves the right at any time to make reasonable adjustments of prices in relation to fluctuations in The Company's cost of labour, material, goods or transport and also in relation to any changes in currency exchange rates or duty which affect The Company's costs for imported goods.

4.DELIVERY TERMS

4.1.Any timeframes quoted by The Company for delivery of the Products are estimates only. The Company will use its reasonable endeavours to supply the Products in the quantities specified in the relevant Contract or Order.

4.2.The Company will not be liable for any loss suffered by Customer arising out of any delay or failure to deliver the Products (or any part of them) or failure to deliver in the requested quantities.

4.3.The Company is entitled to refuse to deliver the Products to Customer if there are any outstanding monies owing to The Company.

4.4.Delivery of the Products will be made in the manner and at the place specified in the relevant Contract or Order or if not specified, delivery will be made as determined by The Company.

4.5.Customer agrees to accept delivery of the Products at any time between 9.00am to 5.00pm on a Business Day.

4.6.If The Company fails to deliver some or all of the Products pursuant to a Contract or Order, Customer will not be entitled to cancel that Contract or any other Order, Contract or delivery. The Company will not be obliged to accept any claims for shortages of deliveries or non-conforming Products unless written notice of the claim is given to The Company within 10 Business Days after receipt by Customer of the Products at the delivery destination.

4.7.If The Company supplies the Products pre-packed and labelled, Customer must not sell, supply or otherwise deal with the Products unless the packaging and labelling

remains intact, and Customer must not alter, remove, conceal or tamper with any batch numbers or other means of identification used in relation to the Products.

4.8.If Customer does not, or indicates to The Company that it will not, take or accept delivery, then the Products will be deemed to have been delivered when The Company was willing to deliver them.

4.9.The Company reserves the right to deliver the Products by instalments. Each instalment may be invoiced separately and will be deemed to be a separate contract/order under the same provisions as the main Contract or Order.

4.10.The Company may suspend or cancel delivery of the Products if The Company reasonably believes that the Products may cause injury or damage (including for technical, scientific, medical or efficacy reasons) or may infringe the intellectual property rights of any person, or if payments owing from Customer to The Company remain outstanding. No such suspension or cancellation will in any way constitute admission of liability or fault on The Company's part.

5.RISK AND TITLE

5.1.Legal and beneficial ownership in the Products will not pass to Customer until Customer has paid in full the Price for those Products.

5.2.Risk of loss of or damage to the Products will remain with The Company only until the first of the passing of title to the Products to Customer, or delivery of the Products by The Company to Customer in accordance with clause 4. Thereafter risk of damage to, or loss or deterioration of, the Products from any cause whatsoever passes to Customer.

5.3.Until all outstanding monies have been paid to The Company for Products delivered to Customer:

5.3.1.Customer must separately store those Products in such a way that makes it clear that they are the property of The Company;

5.3.2.in the event of a default (specified in clause 11), The Company or its representative will be entitled, without the necessity of giving any notice, to enter premises occupied by Customer to search for and remove any of those Products without in any way being liable to Customer, and may dispose of or retain such Products as The Company sees fit without being required to give notice or account to Customer. If the Products or any of them are wholly or partially attached to or incorporated in any other product, The Company may (when practical) disconnect them in any way necessary to remove the Products; and

5.3.3.all costs and expenses incurred by The Company as a result of taking action in accordance with clause 5.3.2,

together with transportation and storage charges, must be paid by Customer to The Company on demand.

5.4.Until title to the Products passes to Customer, Customer acknowledges and agrees:

5.4.1.that the Products supplied and not resold are held by it as a bailee for The Company;

5.4.2.Customer may resell the Products without the right of Customer to bind The Company to any liability to any third party (whether contractual or otherwise);

5.4.3.any resale of the Products must only be made on the condition the purchaser is expressly made aware of the existence of The Company's rights under this clause 5;

5.4.4.if the Products have been resold by Customer, Customer will hold so much of the proceeds of sale as does not exceed the outstanding monies on trust for The Company immediately when they are receivable or received;

5.4.5.when the proceeds held in trust for The Company under clause 5.4.4 are received they must either be paid immediately to The Company or held in a separate bank account as trustee for The Company and they must not be used by Customer in any other way whatsoever; and

5.4.6.the authority conferred on Customer by clause 5.4.2 may be revoked by written notice from The Company at any time if The Company deems the credit of Customer to be unsatisfactory or if Customer is in default in the performance of its obligations under any Contract or Order, these Terms or any other agreement between The Company and Customer.

5.5.This clause 5 creates a purchase money security interest in the Products, any goods in which the Products are used as a component, and all proceeds from their respective resale by Customer. The security interest is granted to secure Customer's proper performance of the Agreement, and comes into effect when the Customer takes possession of the Products.

5.6.For the avoidance of doubt the Customer acknowledges and agrees that it grants to The Company a security interest in all goods supplied by The Company to the Customer whether now or in the future and in any proceeds from the sale of those goods.

5.7.The parties agree that pursuant to sections 115(1) and 115(7) of the PPSA the following sections of the PPSA will not apply to these Terms and any related Contract (to the extent permitted by law): Sections 95, 96, 117, 118, 121(4) 125, 127 129, 130, 132, 134(2) 135, 136(3), 136(4), 136(5), 137, 142 and 143.

5.8.For the purposes of section 14(6) of the PPSA the parties agree that any payments received by The Company from the Customer pursuant to or in any way

connected with this Agreement will be applied in such order as The Company deems fit in its absolute discretion.

5.9.Customer consents and agrees that:

5.9.1.It must sign all documents and take all steps as The Company may reasonably require in connection with the registration, perfection and enforcement of this purchase money security interest; and

5.9.2.The security interest created by this agreement or any other document relating to the subject of this agreement may be registered with the relevant authority or public register; and

5.9.3.The Company is not obliged to give any notice or documents under the PPSA unless the relevant obligation cannot be excluded. Customer waives its right to be provided with verification statements pursuant to section 157 of the PPSA.

6.WARRANTIES

6.1.The Company warrants that all Products manufactured by The Company or a The Company Affiliate and supplied to Customer will, subject to this clause 6, comply with The Company's specifications for those Products (or if no such specifications exist, will be free of defects in materials and manufacture), until the end of the registered shelf life of such Product, or if there is no registered shelf life, until the date falling 12 months from the date of delivery of the Products by The Company to Customer (the Warranty Period).

6.2.If a Product does not comply with the warranty set out in clause 6.1 and Customer notifies The Company in writing of the defect during the Warranty Period within 10 Business Days of the defect coming to its notice, The Company will, at its option, either exchange the Product for a new Product, or refund the Price paid for the Product.

6.3.When a refund is given pursuant to clause 6.2, the Product for which the refund is provided must, at The Company's option, be destroyed or returned to The Company by Customer, at Customer's expense, and if returned becomes the property of The Company.

6.4.The warranty in clause 6.1 does not apply:

6.4.1.as a result of any acts or omissions by any person other than The Company or any external cause;

6.4.2.if the defect is due to the Product being used for purposes other than for purposes for which it was intended or which do not fall within the scope of any regulatory approval;

6.4.3.to a Product that has been modified without the written permission of The Company; or

6.4.4. if the Product has not been stored, transported, installed or serviced in accordance with The Company's recommendations.

6.5. The benefit of the warranty in clause 6.1 is personal to Customer and is not assignable without the prior written consent of The Company.

6.6. Except as expressly set out in these Terms, and subject to any terms, warranties or conditions that by law may not be excluded (including those under sections 51, 52 and 53 of the Australian Consumer Law), all conditions, warranties, terms, and obligations expressed or implied by law or otherwise relating to the performance of The Company's obligations under these Terms, or any goods or services supplied, or to be supplied, by The Company under these Terms, are excluded and the rights set out in this clause 6 are the sole and exclusive remedies of Customer with respect to defective Products.

7. CREDITS

7.1. Credits sought for returned Products are at The Company's discretion. Where accepted, The Company may charge a reasonable administration fee in respect of all returned Products. For the avoidance of doubt, no Products for which the shelf life has expired will be accepted for return.

7.2. Products, in respect of which a credit is sought and approved by The Company, must be returned to The Company's premises freight free in good and saleable condition in the original containers and packaging in which they were supplied, and accompanied by the number and date of The Company's supplying invoice.

8. ASSISTANCE AND MATERIALS SUPPLIED BY THE COMPANY

8.1. Subject to obligations imposed on The Company by the law which cannot be excluded or modified by these Terms, and subject to any contrary provisions in a Contract or Order, any advice, recommendation, information, assistance or service provided by The Company in relation to Products and their use or application is given in good faith but is provided without liability or responsibility on the part of The Company and without intention that Customer should rely thereon.

8.2. Any figures or estimates given for performance in relation to Products are based upon The Company's experience and are such as The Company would expect to obtain on test. But The Company will only accept liability for failure to obtain the figures or estimates given when such figures or estimates are guaranteed in writing within specified margins. The Customer acknowledges that neither The Company nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in the Contract or Order whether as to the fitness of the Products for any particular purpose or any other matter.

8.3. Any material supplied by The Company for advertising and display is issued to Customer for use in its own business and is not intended for circulation or distribution to the public. Such material will remain the property of The Company, must be returned by Customer to The Company upon request and must not be modified without The Company's prior consent.

9. LIMITATION OF LIABILITY

9.1. Any provision of these Terms that excludes any terms, conditions or warranties, or limits the liability of a party will apply only to the extent permitted by law and these Terms will be construed subject to such terms, conditions, warranties and limitations.

9.2. Subject to clause 9.1, where any terms, conditions or warranties are implied by law into these Terms which the law expressly provides may not be excluded, restricted or modified, or may be excluded, restricted or modified only to a limited extent, the liability of The Company to Customer under such implied terms, conditions or warranties is limited, at the option of The Company, to the repair or replacement of goods, or payment of the cost of repairing or replacing the goods.

9.3. Except as expressly provided in these Terms, to the extent permitted by law, The Company will have no liability to Customer, however arising and under any cause of action or theory of liability, in respect of special, indirect or consequential damages, loss of profit (whether direct or indirect) or loss of business opportunity.

9.4. Products are not authorised for use in life support devices or for applications intended to support or sustain life or where the failure of the Product would ordinarily create a situation where personal injury or death is likely to occur. In the event the Products are so incorrectly used, The Company shall be exempt from all liability whatsoever and the Customer hereby indemnifies The Company in respect of any claims, demands, suits or proceedings whatsoever resulting from such misuse of the Products.

9.5. The Company does not represent that the Products it sells may not be compromised or circumvented; that the Products will prevent any personal injury or property loss by burglary, robbery, fire, flood, draught, plant or equipment malfunction or otherwise; or that the Products will in all cases provide adequate warning, protection or network coverage. Customer understands that a properly installed and maintained network, surveillance, monitoring or alarm system may only reduce the risk of a burglary, robbery, flood, fire or plant or equipment malfunction without warning, but it is not insurance or a guarantee that such will not occur or that there will be no personal injury or property loss as a result. Consequently, The Company shall have no liability for any personal injury; property damage or other loss based on a claim the Product failed to give any warning or failed to provide network coverage. However, if The Company is held liable, whether directly or indirectly, for any loss or damage arising under this limited

warranty or otherwise, regardless of cause or origin, The Company's maximum liability shall not in any case exceed the purchase price of the Product, which shall be the complete and exclusive remedy against The Company.

10. INDEMNITIES

10.1. If Customer gives instructions to The Company with respect to the manufacture, packaging, sale or supply of the Products, Customer warrants to The Company that adherence by The Company to any such instructions will not infringe the intellectual property rights of any other person.

10.2. Customer releases and indemnifies The Company, its related bodies corporate, and their respective officers, employees, consultants and agents from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with those indemnified, and whether at common law, in equity or pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether direct or consequential, including consequential financial loss) arising out of a breach of Customer's warranties or obligations contained in these Terms, and from and against all damages, reasonable costs and expenses incurred in satisfying, defending or settling any such claim, proceeding or demand.

11. DEFAULT

11.1. If an Insolvency Event occurs in relation to Customer any other event occurs which gives The Company reasonable grounds for doubting the credit of Customer, The Company may by notice to Customer, at its option and without prejudice to any other right it may have, suspend or terminate a Contract or Order or require payment before or on delivery of the Products (notwithstanding the terms of payment applicable to the Products), or cancel any undelivered or uncompleted Products under a Contract or Order, and may retain any monies paid by Customer in relation to the Contract or Order and apply such monies against any loss or damage incurred by it in relation to the default by Customer.

12. FORCE MAJEURE

12.1. Neither party will be liable for any delay or failure to perform its obligations under these Terms (other than payment obligations) if such delay is due to Force Majeure.

12.2. If a delay of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.

13. CONFIDENTIALITY

13.1. These Terms and the provisions of all Contracts and Orders are confidential and must not be disclosed by Customer to any third party without The Company's prior

written consent unless such disclosure is required by law (other than section 275(1) of the PPSA).

13.2. The parties agree that the provisions of this clause 13 amount to a "confidentiality agreement" referred to in section 275 (6) of the PPSA.

13.3. The restrictions contained within this clause 13 do not apply to any of these Terms or provisions of Contracts or Orders that The Company has itself placed in the public domain.

14. PRIVACY

14.1. The Company has a published Privacy Policy which is incorporated into these Terms by reference and can be provided on request by The Company

14.2. The Company's collection and use of your personal information may for purposes including:

14.2.1. to process and administer your dealings as a customer, including assessing your credit worthiness;

14.2.2. to provide you with the Products and services you have requested and assisting you with further relevant information including Product related information ; and

14.2.3. to administer the transactions contemplated by the Terms.

14.3. The Company will generally:

14.3.1. use personal Information provided to it for the purposes relating to the terms of this agreement;

14.3.2. use personal information collected by it in accordance with its Privacy Policy and the Privacy Act 1988 (Cth) (the "Privacy Act"); and

14.3.3. not sell, trade, give or pass on to any third party any personal information unless such a disclosure is contemplated by and directly related to the purpose outlined by the terms of this Agreement, or the Customer consents to such a disclosure or such disclosure is required to do so by law.

14.4. Customer therefore authorises The Company to disclose Customer's personal information to third party contractors and service providers that assist The Company operate its business and assist The Company fulfil the terms of this agreement such as contractors and service providers involved in services including but not limited to the processing of orders, order fulfilment and the collection of outstanding debts.

14.5. By entering into this agreement Customer:

14.5.1. acknowledges that it has read The Company's Privacy Policy and consents to the terms thereof;

14.5.2. acknowledges that The Company may be a global organisation and some of the activities necessary to fulfil the terms of this agreement may be conducted by The Company entities located outside of Australia and as such Customer consents to the overseas transfer of its Personal Information, its employees, consultants and agents provided by Customer to The Company.

14.6. Customer warrants that it shall comply with the provisions of the Privacy Act and shall not (as far as practicable) knowingly do anything or permit anything to be done which might lead to a breach of any such legislation.

15. GENERAL

15.1. Customer must comply with all applicable laws, regulations, industry standards and codes of conduct in Australia and any other relevant jurisdiction in relation to all matters contemplated (whether expressly or implicitly) by these Terms.

15.2. In these Terms and any Contract or Order, unless the contrary intention appears:

15.2.1. a person includes a corporation, unincorporated association, partnership, joint venture or public, statutory or governmental association or agency;

15.2.2. a statute or regulation includes an amendment, replacement or re-enactment of that statute or regulation;

15.2.3. a reference to dollars is to Australian Dollars;

15.2.4. the word "including" and similar expressions are not words of limitation;

15.2.5. a reference to conduct includes any omission and any statement or undertaking, whether or not in writing; and

15.2.6. where an act is to be performed on a day that is not a Business Day, the act will be required to be performed on the following Business Day.

15.3. Any notice in connection with these Terms or any Contract or Order will be deemed to have been duly given when made in writing and delivered or sent by post or email to the party to whom such notice is intended to be given, at the address of that party in the Contract or Order or to such other address as may from time to time be notified in writing to the other party.

15.4. If any provision of these Terms is invalid, illegal or unenforceable, these Terms take effect (where possible) as if they did not include that provision.

15.5. Any failure by The Company to insist upon strict performance by Customer of any provision in these Terms will not be taken to be a waiver of any existing or future rights of The Company in relation to the provision.

15.6. Customer must not assign or otherwise deal with its rights or obligations under these Terms or a Contract or Order without the prior written consent of The Company.

15.7. These Terms and Contracts and Orders are governed by the laws of New South Wales, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

15.8. These Terms (together with the Contracts or Orders) contain the entire agreement of the parties with respect to its subject matter and may only be amended in writing.

15.9. These Terms do not create a relationship of agency, partnership, joint venture or employment between the parties. Neither party has any authority to act for or incur any liability or obligation on behalf of the other party in any manner.

15.10. The parties agree that subject to the provisions of these Terms, the United Nations Convention on Contracts for the International Sale of Goods adopted at Vienna, Austria on 10 April 1980 do not apply to the supply of Products under these Terms.