

# Terms & Conditions of Sale and Supply

The Supplier: **Lightweight Bodies Pty Ltd / ABN 67 654 043 919**

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The Client: **As stated on the formal Quote and or Invoice.**

## 1. Introduction

1.1. "The Supplier", hereinafter referred to as "Supplier", and the undersigned party, hereinafter referred to as "Client".

## 2. Interpretation

2.1. Supplier means the company supplying the relevant goods to the Client.

2.2. This Sales Agreement is exclusively between Lightweight Bodies Pty Ltd ("Supplier") and the Client, identified as the person/company to whom this agreement is addressed. It constitutes a binding contract governing the sale and purchase of products and services as detailed herein.

2.3. Terms and Conditions mean the Terms and Conditions of Sale and Supply as set out in this document, and they can include any additional terms and conditions as agreed in writing between the Supplier and the Client.

2.4. Delivery Date is approximate only and may be varied by the Supplier at any time.

2.5. Goods means the goods the Supplier has agreed to supply to the Client as described in the Specifications and the Options section of the Quote.

2.6. Specifications means the specifications of the Goods as described in this Quote.

## 3. Orders and Specifications

3.1. The Client is responsible for verifying the accuracy of any quotation supplied to the Client by the Supplier. The Client is also responsible for any order submitted by the Client and must ensure it discloses to the Supplier all information regarding the intended use of the Goods and any other information relevant to the manufacture of the Goods.

3.2. The Supplier may make any changes to the Specifications required to conform to applicable safety or statutory requirements or which do not materially affect the quality or performance of the relevant Goods.

3.3. If the Supplier supplies Goods under the Specifications in this Quote, the Client will indemnify the Supplier and keep the Supplier indemnified against all losses, damages, costs and expenses awarded against or incurred by the Supplier in connection with or paid or agreed to be paid by the Supplier in settlement of any claim for infringement of any intellectual property rights of any other person which results from the Suppliers use of the Specifications.

3.4. Specification and Change Orders

3.4.1. Change Order Process: The Client must submit in writing to the Supplier any request for changes to the specifications of goods or services. Upon receipt of a change request, The Supplier will assess the feasibility and impact of the requested changes.

3.4.2. Impact Assessment: The Supplier will provide the Client with a written impact assessment detailing the effects of the proposed changes on pricing, delivery schedules, and any other relevant terms of the agreement.

3.4.3. Approval of Changes: The Client must approve the impact assessment in writing before implementing any changes. The approval constitutes an agreement to the revised terms, including any adjustments to price, delivery schedules, and other affected conditions.

3.4.4. Price Adjustments: If the requested changes result in increased costs for The Supplier, the price of the goods or services will be adjusted accordingly. The method for calculating these adjustments will be specified in the impact assessment.

3.4.5. Delivery Schedule Adjustments: Changes to the specifications may delay the delivery schedule. The impact assessment will detail the expected new delivery dates, and upon approval of the changes, the Client agrees to these revised timelines.

3.4.6. Non-Approval of Changes: If the Client does not approve the impact assessment, the terms of the original agreement will remain in effect, and the requested changes will not be implemented.

3.4.7. Limitations on Change Orders: The Supplier reserves the right to refuse any change order request that it deems unfeasible, potentially detrimental to the quality of the product, or disruptive to its production schedules.

## 4. Price and Payment Terms

4.1. Invoicing Post-Manufacture

4.1.1. The Supplier is entitled to invoice the Client for the Goods at any time after the Supplier has manufactured the Goods.

4.1.2. Issuance of Invoice: The Supplier shall issue an invoice to the Client within [3] days following the completion of the manufacturing process.

4.1.3. Definition of Completion: For this Agreement, 'completion of the manufacturing process' shall be deemed to occur when the final product has passed all quality control inspections.

4.1.4. Content of Invoice: Each invoice issued under this clause shall itemise the costs, including, but not limited to, material costs, labour, and any additional charges as mutually agreed upon.

4.1.5. Payment Terms: The invoice issuance date shall initiate the payment period. The Client agrees to remit payment in accordance with the terms stipulated therein.

4.1.5.1. Commencement of Payment Period: The issuance date of the invoice by the Supplier shall mark the commencement of the payment period. The specific terms of this payment period include but are not limited to the duration and any applicable interest on late payments.

4.1.5.2. Client Obligation: The Client must remit payment for the invoiced amount in full compliance with the payment terms stipulated in the aforementioned section. This includes adherence to the payment schedule, payment method, and other conditions outlined therein.

4.1.5.3. Late Payment Consequences: In case of a delay in payment beyond the agreed terms, the Client shall be liable for any interest, as further detailed in the section Penalties for Late Payment.

4.2. The Client agrees to pay the Supplier the purchase price, as invoiced by the Supplier to the Client, under the Client's payment terms.

4.3. The Supplier reserves the right to increase the purchase price to reflect any increase in the cost to the Supplier due to any factor beyond the Supplier control, any change in delivery dates, quantities or change to the specifications for Goods the Client requests or any delay caused by the Client instructions or failure to give the Supplier adequate information or instructions.

4.4. In the event of late payment by the Client, the Supplier may charge interest on overdue amounts at 1.9% per month, compounded monthly, until full payment is received; refer to Late Payment Penalties.

4.5. Late Payment Penalties

4.5.1. Incurrence of Penalties: If the Client fails to remit payment by the due date as stipulated in the invoice and follows the payment terms outlined in the Payment Terms section, they shall be subject to penalties for late payment.

4.5.2. Monthly Interest on Overdue Payments: Interest on all overdue payments will be charged at a rate of 1.9% per month, calculated from the payment's due date until the Supplier receives the full payment.

4.5.3. Notification of Overdue Payment: The Supplier will provide written notification to the Client regarding any overdue payments, clearly stating the outstanding amount and the accumulated interest due.

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- 4.5.4. Continuous Accrual of Interest: Interest will continue to accrue on the outstanding balance until the complete payment, including any accrued interest, is made.
- 4.5.5. Suspension of Services: In addition to levying interest, the Supplier reserves the right to halt the provision of further goods or services to the Client until all overdue payments, along with the accrued interest, are fully paid.
- 4.5.6. Legal Action for Debt Recovery: The Supplier maintains the right to pursue legal action to recover the outstanding debt, including the principal amount and all accrued interest, if the payment remains unsettled within [7] days following the payment due date.

### 4.6. Deposit Terms

- 4.6.1. The Client must pay a deposit amounting to 30% of the total purchase price upon placing the order, except in cases where alternative deposit payment arrangements are approved as outlined in the section Alternative Deposit Payment Arrangements.
- 4.6.2. The deposit is necessary to commence the manufacturing of the Goods and is non-refundable, subject to the Client's statutory rights.

### 4.7. Alternative Deposit Payment Arrangements

- 4.7.1. In special circumstances, per the criteria detailed in the Alternative Deposit Payment Arrangements section, the Client may be eligible to submit a formal Purchase Order covering the total amount instead of the standard deposit.
- 4.7.2. Any additional fees or interest charges incurred due to the alternative deposit arrangement will be borne by the Client and detailed in a separate agreement.
- 4.7.3. Upon signing the quotation or issuing a Purchase Order, the Client legally agrees to the terms herein, per Australian contract law. This includes the responsibility for any additional costs incurred by the Supplier due to alternative deposit arrangements.
- 4.7.4. In cases where the standard deposit is not feasible, and an alternative arrangement is agreed upon, the Client shall bear any additional fees or interest charges. These costs will be specified in a separate agreement, constituting a binding financial obligation under Australian Consumer Law.
- 4.7.5. The Client's submission of a signed quotation or a Purchase Order signifies a legally binding commitment, acknowledging and accepting these additional financial liabilities stipulated under Australian law.

### 4.8. Non-Refundable Deposit Terms

- 4.8.1.1. Upon agreement to purchase goods or services, the Client shall pay a non-refundable deposit to the Supplier as a commitment fee, which forms an integral part of the purchase contract.
- 4.8.1.2. The non-refundable deposit, defined in the quotation as a Non-Refundable Deposit, serves to offset initial expenses incurred by the Supplier.

## 5. Cancellations and Deferrals

- 5.1. Once the Supplier accepts an order, the Client is bound by the order and will, at the Supplier's discretion, pay all costs, losses, charges, and expenses incurred by the Supplier associated with any cancellation or deferral of the order or failure to collect or pay for the Goods under condition six including but not limited to the Suppliers' cost of (a) purchasing the material to manufacture the Goods. (b) manufacturing the Goods, including premises rent. (c) reworking the Goods to resell the Goods. (d) selling the Goods at a lower price than the price in the original Quote as agreed by the Client. (e) housing or storage of the goods. (f) any transportation of the Goods. (g) disposing of the Goods. (h) any unforeseen costs. (i) any combination of these.
- 5.2. The Supplier will provide the Client with an invoice setting out the costs associated with the cancellation or deferral, and the Client will pay the Amount set out in the invoice on the day the invoice is received.
- 5.3. Non-refundable Deposits
  - 5.3.1. When placing an order, the Client may be required to pay a (%) deposit to the Supplier, the Amount of which will be stipulated by the Supplier at the time of order acceptance. This deposit is non-refundable.
  - 5.3.2. If the Client decides not to proceed with the purchase after paying the deposit, the Supplier will retain the deposit as compensation for administrative expenses, reservation of production capacity, and any other costs incurred due to the initial acceptance of the order.
  - 5.3.3. The Client acknowledges and agrees that the deposit is not a penalty, but a reasonable estimate of the losses and costs incurred by the Supplier due to the Client's decision not to proceed with the purchase.

## 6. Changes to Specifications

- 6.1. The Client may request a change to the Specifications by writing to the Supplier and submitting a written change request.
- 6.2. The Supplier will review the requested change and, if the Supplier approves the requested change, will inform the Client of any changes to the Purchase Price, Delivery Date and/or Specifications of the Goods.
- 6.3. Any changes to the body configuration specified by the Client that results in a modification to the cab/chassis (including but not limited to extending chassis length, spare wheel carrier, battery box, fuel tank, etc.) will be advised to the Client upon receipt/inspection of the cab/chassis. Such modifications must be agreed to and signed for by the Client. All changes during the building program will be included in the invoice total to the Client at the net cost (incl GST) of the modifications.

## 7. Delivery Terms and Conditions

- 7.1. The Supplier will deliver the Goods to the Client by the Client collecting the Goods at the Suppliers' premises (Ex-works) when advised to do so by the Supplier or some other place for delivery to which the Supplier agrees.
- 7.2. If the Client does not collect the Goods, or the Client does not provide the Supplier with forwarding instructions sufficient to enable it to deliver the Goods, or the Client does not make a payment required when it is due, the Client is deemed to have taken delivery of the Goods. The Client will reimburse the Supplier for any storage charges for the Goods within 14 days of receiving an invoice from the Supplier. If the Client fails to pay for and/or collect the Goods within 30 days of delivery, the Supplier will be entitled to sell the Goods.
- 7.3. Where the Supplier agrees to deliver the Goods other than at the Supplier premises, the Client is liable to pay the Supplier charges for transport, packaging, and insurance.
- 7.4. Sunset Clause for Non-Payment
  - 7.4.1. Initiation of Sunset Provision: This provision becomes applicable if the Client fails to fulfil payment obligations within [60 days] after the due payment date.
  - 7.4.2. Automatic Termination: The agreement relating to the delivery of Goods is automatically terminated with respect to outstanding obligations if the Client does not make payment within this period.
  - 7.4.3. Forfeiture and Release: Upon activating this clause, the Client forfeits any claim to the undelivered Goods. Concurrently, the Supplier is absolved from any commitment to deliver these Goods.
  - 7.4.4. Supplier's Rights on Undelivered Goods: The Supplier retains the right to sell or otherwise dispose of any Goods not delivered due to the Client's non-payment, with no ensuing liability to the Client.

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- 7.4.5. Retention of Payments: The Supplier will keep any payments made by the Client before activating this clause. These are considered liquidated damages, accounting for administrative expenses, production capacity reservation, and other costs incurred due to the Client's non-payment.
- 7.4.6. Additional Legal Remedies: Activating this clause does not waive the Supplier's right to seek further legal remedies or compensation for the outstanding balance.

### 8. Title

- 8.1. Title to the Goods will not pass to the Client until the Goods is paid in full.
- 8.2. Until title to the Goods has passed to the Client under this clause, the Client holds the Goods as fiduciary bailee of the Supplier, and the Client agrees to store the Goods separately so that the Goods are identifiable as the Supplier property. The Client has the right to sell the Goods in the ordinary course of trade if the Client accounts to the Supplier for all payments, including payments by third parties, in accordance with the Client's fiduciary relationship.
- 8.3. The risk or loss or damage to the Goods passes to the Client upon delivery of the Goods.
- 8.4. Repossession Rights in Case of Non-Payment
- 8.4.1. Right to Repossess: In the event of non-payment by the Client, The Supplier reserves the right to repossess the Goods for which payment has not been received in full. This right is exercisable at any time after the due date for payment has passed and the Client has been duly notified of the outstanding balance.
- 8.4.2. Notice and Access: The Supplier will provide the Client with written notice of its intention to repossess the Goods. The Client grants The Supplier, or its agents, an irrevocable license to enter any premises where the Goods are stored to repossess them.
- 8.4.3. Disposition of Repossessed Goods: Upon repossession, The Supplier may retain, sell, or otherwise dispose of the Goods. Any proceeds from the sale will be applied against the outstanding balance owed by the Client, with any surplus being returned to the Client.
- 8.4.4. The Client shall be liable for all costs associated with the repossession of the Goods, including but not limited to transportation and legal costs.

### 9. Acceptance

- 9.1. The Client must examine the Goods. Unless the Client gives written notice to the Supplier of any fault or defect in the Goods within seven [7] days of delivery, the Client is deemed to have accepted the Goods as being of merchantable quality, corresponding with the Specifications and free of defects. The Client may request an extension of the notification period in exceptional circumstances, subject to the Supplier's approval, which shall not be unreasonably withheld.
- 9.2. Excusable Delays and Force Majeure.
- 9.2.1. Force Majeure events shall include.
- 9.2.1.1. Natural disasters, which include but are not limited to.
- 9.2.1.1.1. Earthquakes: Including seismic events of significant magnitude that disrupt normal operations or logistics.
- 9.2.1.1.2. Floods: Covering coastal and inland flooding that impacts facilities, transportation, or supply chains.
- 9.2.1.1.3. Hurricanes, Typhoons, and Cyclones: High-impact tropical storms causing widespread damage and disruption.
- 9.2.1.1.4. Wildfires: Uncontrolled fires in forested, urban, or rural areas leading to operational delays or damage.
- 9.2.1.1.5. Tsunamis: Large ocean waves triggered by underwater seismic activity causing coastal damage.
- 9.2.1.1.6. Volcanic Eruptions: Including ash clouds and lava flows that affect air travel and local infrastructure.
- 9.2.1.1.7. Landslides and Mudslides: Ground movements due to heavy rainfall or seismic activity.
- 9.2.1.1.8. Blizzards and Severe Winter Storms: Snow and ice storms causing transportation and supply chain disruptions.
- 9.2.1.1.9. Droughts: Extended periods of low rainfall led to water shortages and agricultural impacts.
- 9.2.1.1.10. Extreme Heat Events: Temperatures significantly exceed average seasonal norms, impacting operations and logistics.
- 9.2.1.2. War, invasions, armed conflicts, and acts of terrorism, including but not limited to:
- 9.2.1.2.1. Declared or undeclared war involving any of the parties' home countries.
- 9.2.1.2.2. Invasions or military occupations impacting the regions where the parties operate.
- 9.2.1.2.3. Armed conflicts, such as civil wars, rebellions, or insurrections, disrupt normal operations.
- 9.2.1.2.4. Acts of terrorism, including sabotage, bombings, or cyber-terrorism, directly affect the parties' facilities, personnel, or supply chain.
- 9.2.1.3. Government actions, including but not limited to embargoes, expropriation, nationalisation, significant changes in trade regulations or policies, imposition of new sanctions, and legislative or regulatory changes that materially affect the parties' ability to perform their obligations under this agreement.
- 9.2.1.4. Widespread infectious diseases, government-declared health emergencies, and significant public health advisories or actions directly impacting the parties' ability to perform their contractual obligations.
- 9.2.1.5. Strikes, labour disputes, and industrial actions that are not due to the parties' actions.
- 9.2.1.6. Severe and unexpected disruptions to transportation and logistics networks, including but not limited to significant delays in international shipping. This encompasses external factors such as port closures, customs delays, maritime traffic congestion, terrorist acts, significant cybersecurity incidents disrupting digital logistics and transportation systems, and other related logistical challenges beyond the reasonable control of either party.
- 9.2.1.7. Critical infrastructure failures include significant power, telecommunications, or water supply issues.
- 9.2.1.8. Acts of God, which are extraordinary and unforeseeable natural events.
- 9.2.2. In such events, the affected party must promptly notify the other, detailing the nature of the event and anticipated duration. Notification must be made in writing and, where feasible, accompanied by documentary evidence or third-party verification of the force majeure event.
- 9.3. The Supplier is not liable for any delay in, or failure to comply with, these Terms and Conditions where such failure was due to any cause by outside contractors and is beyond the Supplier's reasonable control.
- 9.4. The Supplier will endeavour to provide your Goods within the agreed time frames. The Supplier is not responsible for delays due to revised specifications, which refer to any changes in the original order that are agreed upon in writing between the Client and the Supplier. Upon approval of these specifications, the supplier shall provide a revised delivery timeline. Delayed approval of design, specifications, engineering drawings, and corporate signage may also result in delivery date extensions.
- 9.5. Neither party shall be liable for any delays or failure in performance from any cause beyond their control, including acts of God, war, strikes, or other force majeure events.

### 10. Exclusions and Limitations

- 10.1. Any error or omission in any sales literature, quotation, invoice or other document or information issued by the Supplier is subject to correction without any liability on the Supplier's part.

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- 10.2. This clause does not exclude or limit the application of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of this clause to be void.
- 10.3. The Supplier excludes all implied conditions and warranties except any implied condition or warranty that would contravene any statute or cause any part of this clause to be void. (non-excludable condition).
- 10.4. The Supplier's liability to the Client for breach of any express provision of these Terms and Conditions or any non-excludable condition is limited, at the Supplier's option: - to the replacement of the Goods; - the supply of equivalent Goods; - the repair of the Goods; - the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or - the payment of the cost of having the Goods repaired.
- 10.5. Limitation of Liability
- 10.5.1. Scope of Liability: Notwithstanding any other provision in these Terms and Conditions, The Supplier's liability shall be strictly limited as outlined in this section.
- 10.5.2. Exclusion of Certain Damages: The Supplier shall not be responsible for any indirect, incidental, consequential, or special damages, including but not limited to loss of profit, loss of business, depletion of goodwill, or similar losses, whether direct or indirect, even if such damages were foreseeable or The Supplier was advised of the possibility of such damages.
- 10.5.3. Foreseeability of Damages: Liability for losses or damages shall be limited to those which were foreseeable to both parties at the time when the contract was formed.
- 10.5.4. Acknowledgment by Client: The Client acknowledges and agrees that the limitations and exclusions of liability set forth in this section are fair and reasonable in light of the circumstances and reflect the allocation of risk between the parties.

### 11. Warranties

- 11.1. The Supplier warrants that the Goods will correspond with the Specifications at the time of delivery, subject to the following: (a) the Supplier is under no liability in respect of any defect in the Goods arising from any drawings, designs or specifications supplied by the Client, and (b) the Supplier is under no liability: (i) in respect of any defect arising after delivery to the Client from wilful damage, negligence, abnormal working conditions, (including use of the Goods outside Australia) failure to follow the Suppliers instructions, misuse or alteration or repair of the Goods without the Suppliers written approval; (ii) for any defect caused during transportation; (iii) under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment; and (iv) for any defects resulting from the Client's failure to properly maintain or use the Goods following the Supplier's instructions.
- 11.2. The warranty shall be valid for [12 months] from delivery, unless stated other in writing. The Supplier warrants that the Goods will be free from defects in material and workmanship under everyday use and service.
- Voiding Warranty Conditions: The warranty provided by The Supplier will be considered void in the following circumstances:
- 11.2.1.- If the Goods have been subject to misuse, negligence, or accident.
- 11.2.2.- If the Goods have been modified, altered, or repaired by anyone other than The Supplier or its authorised representatives.
- 11.2.3.- If the Goods have been used in a manner contrary to the instructions or recommendations of The Supplier.
- 11.2.4.- If any serial numbers, warranty stickers, or manufacturer identifications have been removed, altered, or obscured.
- 11.2.5.- If the Goods have been used in abnormal working conditions or environments not approved by The Supplier.
- 11.3. Right to First Review and Repair: In the event of any defects or issues with the Goods, the Client must first notify The Supplier and allow the Supplier to inspect and review the reported defect. The Supplier retains the exclusive right to repair or rectify any defects. If repair is necessary, such repair will be carried out by the Supplier or an appointed repairer authorised by The Supplier. The Client agrees not to engage any third party for repair or rectification without the explicit written consent of The Supplier. This provision is integral to the warranty process and is designed to ensure quality and consistency in the repair and maintenance of the Goods.
- 11.4. Notification of Defects
- 11.4.1. Requirement to Notify: The Client must notify The Supplier in writing of any defects in the Goods within [3 days] days of discovering the defect.
- 11.4.2. Content of Notification: The notification should include a detailed description of the defect and, where possible, provide photographic or other evidential support for the claimed defect.
- 11.4.3. Failure to Timely Notify: Failure to notify The Supplier within the specified period will result in the Client forfeiting the right to claim under the warranty for the identified defect.
- 11.5. Third-Party Goods Warranty:
- 11.5.1. Coverage for Third-Party Components: For Goods that include components or products supplied by third-party manufacturers (e.g., tail lifters), the Supplier warrants that such third-party goods shall be free from defects in material and workmanship under normal use and service, subject to the third-party manufacturer's warranty terms.
- 11.5.2. Third-Party Manufacturer's Warranty: The Supplier will facilitate the warranty service for third-party goods on behalf of the Client. However, the warranty terms, conditions, and duration are as stipulated by the third-party manufacturer and may differ from the Supplier's warranty.
- 11.5.3. Liaison with Third-Party Manufacturers: In the event of a defect or issue with third-party goods, the Supplier will assist the Client in liaising with the third-party manufacturer for warranty claims, subject to the third-party manufacturer's warranty process and approval.
- 11.5.4. Exclusions and Limitations: The Supplier's liability for third-party goods is limited to the facilitation of warranty service under the third-party manufacturer's terms. The Supplier is not liable for any defect arising from the third-party goods beyond the scope of the third-party manufacturer's warranty.
- 11.5.5. Notification and Claim Process: The Client must notify the Supplier of any defects in third-party goods within the period specified by the third-party manufacturer's warranty. The Supplier will then coordinate with the third-party manufacturer to address the warranty claim according to the manufacturer's procedures.

### 12. Termination

- 12.1. The Supplier may terminate this agreement/quote with immediate effect if: (a) the Client breaches any of these Terms and Conditions; or (b) the Client ceases to carry on a business, is unable to pay its debts as they become due, is presented with a winding-up petition or if any step is taken to appoint a receiver, receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, or an administrator to the Client assets, operations or business.
- 12.2. On termination of this agreement under condition 11.1: (a) if any Goods have been delivered or deemed to have been delivered under Section 6 but not paid for, the price will become immediately due and payable notwithstanding any previous agreement or arrangement. (b) the Supplier has the right to recover and resell any Goods in which title remains with the Supplier, and (c) the Client grants the Supplier a licence for access to the Client's premises for such recovery and to examine the Goods.
- 12.3. Enhanced Termination Provisions

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- 12.3.1. Termination for Material Breach: The Supplier may terminate this agreement with immediate effect upon written notice if the Client commits a material breach of any term of this agreement which is not remediable, or if remediable, is not remedied within [21 days] days after receiving written notice of such breach.
- 12.3.2. Termination for Repeated Breaches: In the case of repeated breaches by the Client, even if individually remediable, the Supplier reserves the right to terminate the agreement upon written notice if such breaches collectively constitute a material breach.
- 12.3.3. Consequences of Termination: Upon termination for breach by the Client, all outstanding payments shall become immediately due, and the Supplier retains the right to seek compensation for any damages or losses incurred due to the Client's breach.
- 12.3.4. Notice Requirement: Termination under this clause shall be executed through written notice specifying the nature of the breach and, where applicable, the period granted for remedy.

### 13. Failure to Pay

- 13.1. If the Client fails to pay any amount under this agreement/quote on the day it is due (Amount Overdue): (a) The Client will pay all costs incurred by the Supplier in recovering the Amount Overdue, including but not limited to; administrative fees, collection agency fees, and interest at a rate of [23%] per annum, not exceeding the maximum rate allowed by law, will be charged on all overdue amounts; (b) The Supplier may take a specific lien on all of the Client's property in its possession to cover the Amount Overdue, And (c) The Supplier may appropriate any payment made by the Client on any other account in payment of the Amount Overdue.
- 13.2. If legal action is necessary to recover the amount overdue, the Client will be responsible for all legal fees and costs incurred by the Supplier.
- 13.3. The Supplier retains a security interest in the Goods until full payment is received. This interest is registered on relevant security registers.
- 13.4. In the event of overdue payments, the Supplier reserves the right to report such delinquencies to relevant credit reporting agencies as permitted by law.

### 14. Intellectual Property

- 14.1. All patents, trademarks, copyrights and any other intellectual property in the Goods always remain the sole property of the Supplier, and the Client agrees that it will not infringe any of the Supplier's intellectual property rights.
- 14.2. The Client shall not use, modify, copy, or replicate the Supplier's intellectual property except as explicitly authorised under this Agreement.

### 15. Privacy

- 15.1. The parties agree to be bound by all applicable Australian privacy legislation, including that the Supplier may use and disclose personal information of the Client or any of the Client directors, officers, principals, guarantors, employees or agents to obtain and/or maintain a commercial and/or consumer credit report.

### 16. General

- 16.1. The Supplier may sub-contract the supply or delivery of the Goods.
- 16.2. No waiver by the Supplier of any breach of these Terms and Conditions by the Client will be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver. Any written or verbal order received by the Supplier from the Client constitutes agreement to these Terms and Conditions of purchase.
- 16.3. The Client shall treat all non-public information about the Supplier's products, processes, or business as confidential and shall not disclose or use such information for any unauthorised purpose.

### 17. Returns and Refunds

- 17.1. The Supplier may, at its discretion, accept returns of the Goods under certain conditions, which will be communicated in writing. Refunds or replacements will be processed based on the merits of each case.

### 18. Retention of Records

- 18.1. The Client shall retain all relevant documentation related to the purchase and use of the Goods for five [5] years and make such records available to the Supplier upon request.

### 19. Notices

- 19.1. All notices and communications between the parties must be in writing and delivered via registered mail to the address mentioned in this agreement unless otherwise specified.

### 20. Governing Law and Jurisdiction

- 20.1. This agreement shall be governed by and construed in accordance with the laws of South Australia. The parties submit to the exclusive jurisdiction of the courts located within South Australia.
- 20.2. Amicable Resolution: In the event of any dispute, disagreement, or claim arising out of or relating to this agreement, the parties shall first attempt in good faith to resolve such dispute amicably amongst themselves.
- 20.3. Mediation: If the parties fail to reach an amicable resolution within thirty (30) days from the date the dispute arose, then either party may refer the dispute to mediation. The mediation shall be conducted by a mediator mutually agreed upon by the parties, or if the parties cannot agree within seven (7) days of either party's request for mediation, a mediator appointed by the [name of a recognised mediation institution or body in the relevant jurisdiction]. The cost of the mediation shall be shared equally between the parties.
- 20.4. Binding Arbitration: If the dispute is not resolved through mediation within sixty (60) days from the commencement of the mediation, or if either party will not participate in mediation, the dispute shall be submitted to binding arbitration. The arbitration shall be conducted in South Australia in accordance with the rules of the Australian Centre for International Commercial Arbitration (ACICA). ACICA operates under the International Arbitration Act 1974 (Cth) for international arbitrations and under various state Commercial Arbitration Acts for domestic arbitrations. The decision of the ACICA arbitrator shall be final and binding on both parties.

### 21. Continuation of Obligations

- 21.1. Notwithstanding the existence of a dispute, both parties shall continue to perform their respective obligations under this agreement to the greatest extent possible.

### 22. Entire Agreement

- 22.1. This document constitutes the entire agreement between the parties and supersedes all prior written or oral understandings relating to its subject matter.