

**ROBOTUNITS PTY LTD ABN 49 092 649 422 GENERAL TERMS AND CONDITIONS OF SUPPLY**

In these terms and conditions the Supplier means **ROBOTUNITS PTY LTD ABN 49 092 649 422**, a company duly incorporated in Victoria and having its offices situated at 23 Barrie Road, Tullamarine, in Victoria 3043, Australia (hereinafter "the Supplier") and the Customer means a person or entity whose order for the purchase of the Supplier's goods is accepted by the Supplier.

**1. Acceptance of Customer's Order**

These terms and conditions apply to every sale contract between the Supplier and the Customer and by the Supplier to the Customer and any terms and conditions of the Customer's order deviating from or inconsistent with these terms and conditions are expressly excluded, obviated and rejected by the Supplier. This exclusion and rejection includes any statement by the Customer that the Customer's terms and conditions shall prevail notwithstanding any stipulation by the Customer regarding the manner of declaring such rejection. A contract is only concluded between the Supplier and Customer for the supply of goods when the order has been accepted by the Supplier. The terms of this Clause apply to every quotation or offer by the Supplier for the supply of goods.

**2. Prices**

- (a) This quotation may be exercised within 30 days from the date of issue.
- (b) This quotation is made on the basis of the conditions and dimensions at the date of issue. In the event of any variation (other than as directed or approved by the Supplier) the Supplier reserves the right to amend or withdraw this quotation.
- (c) If installation is delayed after receipt of the goods by the Supplier or delivery of the goods to site is due to reasons outside the control of the Supplier, the Supplier shall be entitled to demand payment for the cost of goods prior to their installation.
- (d) Orders of less than \$100.00 will attract a \$25.00 Administration and Handling Surcharge unless agreed otherwise in writing.

**3. Price Variation**

The Supplier reserves the right to vary the quoted price should there be any adjustment necessary attributable to any cause beyond the Supplier's control including but not limited to exchange rate fluctuations, variation in indirect tax and any Government actions. The Supplier will use reasonable endeavours to notify the Customer of any such variations before delivery of the goods but is not required to do so.

**4. Firm Sale**

The goods are supplied on a firm sale basis only, that is to say that the Supplier shall neither supply the goods on an "approval basis" nor shall it accept returns of the goods for reasons other than a breach of the warranty contained in Clause 17.

**5. Property & Risk**

The risk in the goods sold pass to the Customer when all or part of the goods are delivered to the premises of the Customer whether by carrier employed or engaged by the Supplier or the Customer. Notwithstanding anything contained herein, property in and legal title to the goods does not pass to the Customer until payment for all debts owing to the Supplier by the Customer has been received by the Supplier in full in cleared funds. Until such payment has been received by the Supplier, the Customer will store the goods separately and apart from its own goods and those of any other person or company. The Supplier is entitled to re-take possession of all goods delivered until all debts owing to the Supplier by the Customer have been paid in full. Until payment of all debts owing to the Supplier by the Customer the Supplier may, at its discretion, without further notice and without prejudice to any other of its rights re-take possession of the goods and re-sell them, or any of them, and may enter upon the Customer's premises, by its servants or agents, for that purpose, without any liability on the part of the Supplier for any loss or damage suffered as a consequence of such entry or re-taking or possession and the Customer hereby agrees to provide the Supplier with an irrevocable licence to so enter any premises occupied by it if:

- (a) there is a breach of any term of any contract between the Supplier and the Customer (including failure to pay for the goods as required by the Supplier); or
- (b) the Customer has provided any false or misleading information to the Supplier including information set out in any application for credit or to open an account with the Supplier; or
- (c) the Customer commences to be wound up or is placed in liquidation, under official management, or a receiver, or a receiver and manager or voluntary administrator is appointed in respect of the Customer, its undertaking or property or any part thereof, or an encumbrancer, by itself or by an agent, takes or purports to take possession of the Customer's undertaking or property of any part thereof; or
- (d) the Customer parts with possession of the goods or any of them otherwise than by way of sale in the ordinary course of its business

In the event that the Customer, sells, parts with possession of or installs or merges the goods into the property of a third party, prior to title in the goods passing to the supplier, the Customer agrees to hold as trustee for the Supplier, in a separate trust account, so much of the consideration received by the Customer from the third party, that relates to the said sale, installation or merger of the goods, as is equal to the amount then owing by the Customer to the Supplier in respect of those goods.

Notwithstanding the foregoing, the Customer shall be responsible for the goods until payment in full is made to and received by the Supplier, and the Customer shall indemnify the Supplier for any damage, destruction, depreciation and diminution in value of the goods during the period the Customer is responsible for the goods.

These provisions apply despite any arrangement under which the Supplier provides credit to the Customer and these provisions will prevail to the extent of any inconsistency between these provisions and any other agreement or arrangement entered into by the Customer and the Supplier. In addition, the Supplier may recover the purchase price of the goods sold to the Customer by legal proceedings and may file an application for the appointment of a liquidator to the Customer notwithstanding that property in the goods has not passed to the Customer.

**6. Insurance**

Until the passing of title pursuant to Clause 5, the Customer will, at its own cost, insure the goods, in the Supplier's name, against such risks as a prudent owner of the goods would insure for at their full insurable value.

**7. Payment**

The price of the goods shall be paid by the Customer to the Supplier:

- (a) by deposit of 60% thereof upon confirmation of order; and

- (b) by payment of the balance upon completion of installation or delivery of the goods.

In the event that payment of the balance is not made upon completion of installation or delivery of the goods, the Customer acknowledges and agrees to pay the Supplier interest on the amount that remains outstanding calculated at the rate of 1.5% per calendar month.

If the Supplier extends trading terms to the Customer, payment for all goods sold will be within fourteen (14) days from the date of invoice. Interest is payable by the Customer, immediately on demand by the Supplier, on all amounts overdue to the Supplier from the date of sale of the goods until payment at the rate of eighteen (18) per centum per annum, however all interest charges will be waived by the Supplier in the event that payment is made to the Supplier within the time stipulated above. Where payment is not made by the due date, the Customer shall, in addition to any other obligations imposed hereunder, pay to the Supplier on demand all costs of the Supplier (including but not limited to storage delivery collection obsolescence and legal costs on a full indemnity basis).

All payments received by the Supplier shall be applied as follows:

- (a) firstly, towards any costs of the Supplier referred to above (or any part thereof);
- (b) secondly, towards any interest payable as set out above (or any part thereof); and
- (c) thirdly, towards any other amounts payable by the Customer to the Supplier.

Time of payment for any goods sold to the Customer is an essential term of any contract between the Supplier and the Customer.

#### **8. Cancellation**

Cancellation of any contract of sale between the Customer and the Supplier requires approval in writing from the Supplier otherwise the goods will be delivered to the Customer and the Supplier will be entitled to payment from the Customer. Upon approval of cancellation of this contract by the Supplier, the Supplier shall be entitled to retain the deposit monies.

The Supplier is not obliged to supply goods in relation to any contract and may cancel the contract at any time if:

- (a) there is a breach of any term of any contract between the Supplier and the Customer, including payment terms; or
- (b) the Customer has provided any false or misleading information to the Supplier including information set out in any application for credit or to open an account with the Supplier; or
- (c) the Customer commences to be wound up or is placed under official management, or a receiver, or a receiver and manager or voluntary administrator is appointed in respect of the Customer, its undertaking or property or any part thereof, or an encumbrancer, by itself or by an agent, takes or purports to take possession of the Customer's undertaking or property or any part thereof; or
- (d) the Supplier is unable to supply goods as a result of the failure of any supplier of the Supplier to deliver goods or provide services which are required in order for the Supplier to supply the goods to the Customer.

#### **9. Acceptance and Claims**

Acceptance of the goods delivered shall be deemed for all purposes to have taken place at the expiration of fourteen (14) days from the date of delivery. No goods will be accepted for return unless agreed in writing by the Supplier prior to such return and then only upon conditions acceptable to the Supplier and at the Customer's entire risk as to loss or damage and provided the goods are and remain in the same condition which they were delivered. The Supplier's liability for a breach of any conditions of warranty under the Trade Practices Act 1974 (other than a condition or warranty as implied by Section 69 of the Act) is limited to such one or more of the following as the Supplier decides:

- (a) the replacement of the goods or the supply of equivalent goods; or
- (b) the repair of the goods; or
- (c) the payment of the costs of replacing the goods or of acquiring equivalent goods; or
- (d) the payment of the cost of having the goods repaired.

Without limiting the generality of any other provision of these terms and conditions but subject to the above, the Supplier is not under any liability to the Customer or to any other person in respect of any loss or damage (whether electrical wiring, plumbing, masonry, rendered surfaces, machines or otherwise, including consequential loss or damage) however caused, which may be suffered or incurred or which may arise either directly or indirectly in respect of the supply or installation of the goods or any ancillary services or advice or the failure or omission on the part of the Supplier to comply with its obligations hereunder.

Except as expressly provided to the contrary in these terms and conditions, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise are excluded to the extent permitted by law, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods.

#### **10. Force Majeure**

If delivery is prevented or delayed, in part or all, by reason of Act of God, or the consequence thereof including, but not limited to fire, flood, typhoon, earthquakes, tornado or by reason of riots, wars, hostilities, government restrictions, trade embargoes, strikes, lockouts, labour disputes, boycotting of goods, ship shortage, chemical or nuclear spill, manufacturer's bankruptcy, manufacturer's or transporter's delays or damage in transportation or manufacture or other causes beyond the Supplier's control, the Supplier may, at its option, perform the contract or the unfulfilled portion thereof within a reasonable time from the removal of the cause preventing or delaying performance, or rescind unconditionally and without liability, this contract or the unfulfilled portion thereof.

#### **11. Substitution**

The Supplier reserves the right to substitute other goods with similar qualities if any item ordered by the Customer is not available. The Customer is deemed to have accepted substitution where it does not object to same within two (2) days of the date of delivery of the goods (unless a longer period is imposed by law). If the Customer is not satisfied with the substituted goods, the goods may be returned to the Supplier for credit.

#### **12. Delivery and installation**

Any dates specified for delivery or installation of any goods are estimated dates only and the Supplier shall not be liable for an damage or loss which the Customer may suffer as a result of delivery or installation being delayed beyond such dates for any reason whatsoever.

**13. Reservation**

The Supplier reserves the right:

- (a) to vary the design of the goods to provide for improvement in design installation or;
- (b) to use fillers, putty, touch-up paint etc to repair any small marks, scratches on aluminium or metal, plywood, timber faces or colorbond doors which shall not be deemed to be imperfections.

**14. Electric Power**

This quotation is made up on the basis that electric power is readily available on site for use by the Supplier. In the event that electric power is not so available the price quoted shall be increased by a reasonable cost incurred by the Supplier in obtaining electric power for the purpose of installation of the goods.

**15. General Exclusion of Liability**

**The Supplier does not accept any liability for damage, loss or liability of whatever kind arising out of or in any way connected with the use or misuse of the goods by the Customer, its assigns, its officers, directors and employees, agents, subagents, contractors, subcontractors or any other person or entity. The Customer hereby irrevocably waives any and all warranty or claim of whatever kind with regard to such damage loss and liability that may be waived under applicable laws, and the Customer hereby indemnifies the Supplier, its assigns, its officers, directors and employees, agents, subagents, contractors and subcontractors against any and all damage, costs or liability arising out of or in any way connected with the Customer's use, misuse or possession of the goods or other connection of the Customer with the goods.**

**16. Special Conditions**

Any special terms of sale are by this reference incorporated herein with the same force and effect as those set forth herein in full and shall prevail to the extent of any inconsistency with the printed terms and conditions hence.

**17. Warranty**

All warranties are excluded to the extent possible at law and the Supplier shall not be liable for any loss or damage either direct or consequential arising out of any defects arising from the use of the goods.

**18. Clerical Errors**

Clerical errors, typing errors or other errors in computations, catalogue, quotation, acceptance, offer, invoice, delivery docket, credit note or specification of the Supplier shall be subject to correction by the Supplier.

**19. Modification**

All modifications and amendments to these provisions or any approvals hereunder shall be in writing by duly authorised signatories of both parties, and if otherwise, shall not be binding upon the Supplier.

**20. GST**

GST Definitions

- (a) For the purposes of this clause:  
"GST" means GST within the meaning of the GST Act.  
"GST Act" means A New Tax System (Goods and Services Tax) Act (Cth) 1999 (as amended). Except where the contrary intention appears, expressions used in this condition and in the GST Act have the meanings given to them in the GST Act.
- (b) If the introduction of GST is associated with the abolition or reduction of any tax, duty, excise or statutory charge which directly or indirectly affects the net dollar margin of a supplier in respect of any supply made under this document, the consideration (excluding GST) payable for the supply must be varied so that the Supplier's net dollar margin in respect of the supply remains the same.
- (c) Amounts otherwise payable do not include GST except as provided in Clause 20(d) and where express provision is made to the contrary, the consideration payable by a party under this document represents the value of the supply for which payment is to be made.
- (d) If this document requires a party to pay for, reimburse or indemnify against any expense or liability ("reimbursable expense") incurred by the other party ("payee") to a third party, the amount to be paid, reimbursed or indemnified is the amount of the reimbursable expense net of any input tax credit to which the payee is entitled in respect of the reimbursable expense ("net expense").
- (e) Subject to Clause 20(d), if a party makes a taxable supply under this document for a consideration which represents its value by virtue of Clause 20(c) or the net expense by virtue of Clause 20(d), then the party liable to pay for the taxable supply must also pay the amount of any GST payable in respect of the taxable supply at the time the consideration for the taxable supply is payable.
- (f) A party is not obliged under Clause 20(e) to pay the GST on a taxable supply to it until that party is given a valid tax invoice for the supply.
- (g) If the amount of the GST paid or payable by the Supplier on any supply made under this document differs from the amount paid by the supplier as GST due to an adjustment of the value of the taxable supply for the purposes of calculating GST, then the amount paid as GST by the Customer must be adjusted by a payment by the Customer to the Supplier or by the Supplier to the recipient, as the case requires, so that the amount paid by the recipient as GST accurately represents the GST payable in respect of the supply.

**21. Jurisdiction**

All contracts between the Supplier and the Customer shall be governed by the laws of the State of Victoria and Australia and the parties shall submit to the non-exclusive jurisdiction of the courts of the State of Victoria (and any courts which can hear appeals from such courts).

**22. Execution**

Any contract between the Supplier and the Customer may be executed on behalf of the Customer by any agent or employee of the Customer and the Customer shall be bound by these terms and conditions irrespective of whether any such execution was unauthorised or fraudulent.

**23. Personal Guarantee**

The undersigned for the Customer hereby agrees to personally guarantee the fulfilment of the Customer's obligations, including, but not limited to the full payment for all goods and services provided by the Supplier.

Executed for Customer

.....(Name of Customer and ACN)

By

.....(Name of authorised signatory/guarantor)

.....(Signature of authorised signatory/guarantor)

,who agrees to personally guarantee the fulfilment of the  
Customer's obligations