

Standard Terms and Conditions of Sale

1. Definitions

In these Terms:

Acquirer has the meaning set out in clause 6.5(a).

Agreement means the agreement between Syntric and the Customer for the provision of Products and/or Services comprising:

- (a) the Purchase Order;
- (b) these Terms; and
- (c) any Quotation.

Customer means the customer (or any person acting on behalf of and with the authority of the customer) as described on any Purchase Order or Quotation, including their successors or permitted assigns.

Dispute means a dispute between the parties which has arisen in connection with the subject matter or interpretation of the Agreement, including a dispute concerning a claim in tort, under statute, or on any other basis in law or equity available under the law governing the Agreement.

Dispute Notice has the meaning set out in clause 16.1.

Force Majeure Event means an event of force majeure as defined at law, and includes but is not limited to:

- (a) causes beyond Syntric's reasonable control resulting in it being unable to obtain necessary labour, materials components or manufacturing facilities;
- (b) acts of God, acts of the Customer, acts of civil or military authority, priorities, fire, strikes or other labour disturbances, floods, cyclones, epidemics, war, riots, delays in transport or car shortages;
- (c) epidemic, pandemic, or quarantine by order of any authority or any other event that is a public health risk as defined by the International Health Regulations published by the World Health Organization;
- (d) a state of disaster or state of emergency is declared, an evacuation order (or equivalent) is issued by an authority, or any other act of or declaration by the government made in respect of the events described in (a), (b), or (c) above; or
- (e) any other event or circumstance which is: (i) is beyond the control of Syntric; (ii) prevents the performance of Syntric's obligations under the Agreement; and (iii) cannot be reasonably foreseen, prevented, overcome or remedied by the exercise by Syntric of a reasonable standard of care and diligence.

Syntric means Syntric Pty Ltd (ACN 096 741 687) or any of its Related Bodies Corporate (as the case may be).

Intellectual Property means any intellectual or industrial property whether protected by statute, at common law or in equity, including any trade mark, patent, invention, copyright, or design right (whether or not registrable), in any design, specification, process, technique, software, know how, trade secret, technical information, financial information, business method and confidential information.

Loss means any loss (including but not limited to direct loss, indirect loss, consequential loss, loss of anticipated profits or loss of business opportunity or both loss of anticipated

profits and loss of business), liability, damage (including but not limited to any damages or compensation or any damage to reputation and damage to property), cost or expense (including legal costs on a full indemnity basis) of whatever kind and however it arises.

Mandatory Warranty has the meaning set out in clause 11.7.

Materials has the meaning set out in clause 14.1.

PPSA means the Personal Property Securities Act 2009 (Cth) or the Personal Property Securities Act 1999 (NZ) (as may be amended or replaced from time to time). Any reference to any particular part or section of the Personal Property Securities Act 2009 (Cth) shall be taken to refer to the equivalent part or section of the Personal Property Securities Act 1999 (NZ).

Price means the price payable for the Services or Products, or Services and Products in accordance with clause 4.1.

Products means equipment, goods, materials, parts or products described in a Purchase Order or Quotation.

Purchase Order means any purchase order, work order, work authorisation or any other form of communication by the Customer requesting for the supply of Services or Products, or Services and Products by Syntric (whether oral or written).

Quotation means any quotation provided by Syntric to the Customer in respect of a Purchase Order.

Register has the meaning set out in clause 9.1.

Related Bodies Corporate is as defined in Section 9 of the Corporations Act 2001 (Cth) or has the same meaning as "related company" as defined in Section 2 of the Companies Act 1993 (NZ) (as may be amended or replaced from time to time), as applicable.

Services means all services as described in a Purchase Order or Quotation (as the case may be).

Terms means these Standard Terms and Conditions of Sale as amended from time to time.

Warranty has the meaning set out in clause 11.1.

Warranty Period means:

- (a) in the case of the Products, the manufacturer's warranty of the Products unless otherwise agreed in writing between Syntric and the Customer as set out in the Quotation; or
- (b) in the case of the Services, the period of [twelve (12)] months from the date of completion of the Services.

2. Agreement

- 2.1 These Terms apply to and form part of the Agreement between Syntric and the Customer. They supersede any previously issued terms and conditions of sale.
- 2.2 Acceptance by Syntric to provide the Products or Services, or the Products and Services, described or referred to in any Purchase Order issued by the Customer constitutes the formation of the Agreement and is expressly subject to and conditional upon these Terms.
- 2.3 Any Purchase Order for, or any statement of intent to purchase any Products or Services, or any direction to proceed with any work, procurement, delivery or shipment of such Products or Services, shall constitute acceptance of these Terms by the Customer and a representation that the Customer is solvent.
- 2.4 The Customer acknowledges and accepts that any

additional or different terms and conditions to these Terms provided in any communication from the Customer are not accepted by Syntric and shall not be effective or binding on Syntric unless expressly agreed to by Syntric's authorised representative in writing.

2.5 None of Syntric's agents or representatives other than an authorised officer or director of Syntric are authorised to make any representations, statements, conditions or agreements. The Customer acknowledges that Syntric is not bound by any such unauthorised actions. 3. Specification

3.1 The Products or Services, or Products and Services, shall be supplied by Syntric in a timely manner and in accordance with the Agreement, including any specifications set out in the Purchase Order. Where the Purchase Order does not contain any specifications, or where the specifications are ambiguous or unclear, the specifications set out in the Quotation shall apply.

4. Price

4.1 The Customer must pay the Price to Syntric for the Products or Services, or Products and Services, requested by the Customer in a Purchase Order:

(a) at the then current prevailing rates of Syntric for the Products and/or Services; or

(b) at Syntric's absolute discretion, the amount specified in any Quotation.

4.2 Any increase in the cost of the supply of the Products or the delivery of the Services between the date of the Purchase Order and the date of supply of the Products or delivery of the Services shall be borne by the Customer.

2.3 Syntric may change the Price by providing reasonable written notice to the Customer.

4.4 Any Price quoted by Syntric is based on the costs of labour, materials and statutory obligations applicable at the date of the Quotation. Any variations in these rates or obligations incurred by Syntric shall be payable by the Customer.

4.5 Syntric shall be entitled to charge its reasonable additional costs and fees for all delays caused as a result of Syntric obeying any instructions given by the Customer or the Customer not fulfilling the Customer's obligations under the Agreement.

5. GST and other Taxes

5.1 The Price is exclusive of GST. The Customer must pay Syntric an additional amount for any GST payable in respect of any taxable supply made under or in connection with the Agreement, provided Syntric provides the Customer with a tax invoice in respect of that taxable supply.

5.2 If there is an adjustment event in relation to the taxable supply:

(a) Syntric must refund to the Customer the amount by which the GST paid by the Customer pursuant to clause 5.1 exceeds the adjusted GST on the taxable supply; or

(b) the Customer must pay to Syntric the amount by which the adjusted GST on the supply exceeds the amount of GST paid pursuant to clause 5.1.

5.3 Any other taxes (excluding income taxes) duties, fees, charges or assessments of any nature levied by any government authority in connection with the Agreement shall be paid directly by the Customer to the governmental authority concerned. If Syntric is required by law or otherwise to pay such a levy or such fines (or both levy and fines), penalties or assessments in the first instance, or as a result of the Customer's failure to comply with any applicable laws or regulations governing the payment

of such imposition by the Customer, the amount of any payments so made by Syntric shall be reimbursed by the Customer upon submission of Syntric's invoices.

6. Property and Risk

6.1 All risk and liability for the Products will transfer to the Customer on delivery of the Products to the Customer or any third party who is acting on behalf of the Customer.
6.2 Syntric shall remain the sole and absolute owner of the Products until the Price for the Products has been received in full by Syntric.

6.3 Subject to the provisions of the PPSA, Syntric shall be entitled, in addition to the rights conferred by clause 6.4(b), to retake possession of all Products in the possession of the Customer which have been supplied by Syntric sufficient, at a minimum, to clear any outstanding indebtedness by the Customer to Syntric under the terms of the Agreement. The Customer:

(a) agrees that Syntric shall not be required to distinguish between the Products which has been paid for and the Products which has not been paid for; and

(b) consents to Syntric entering the relevant premises for the purpose of retaking possession of the relevant Products.

6.4 Subject to the provisions of the PPSA, until Syntric has received payment in full of the Price for all Products supplied by Syntric:

6.4 Subject to the provisions of the PPSA, until Syntric has received payment in full of the Price for all Products supplied by Syntric:

(a) the Customer shall be bailee of the Products for Syntric;

(b) the Customer grants Syntric an irrevocable licence to enter the Customer's premises and retrieve the Products; and

(c) the Customer shall not sell or dispose of any of the Products or any interest in the Products without the prior written consent of Syntric.

6.5 If Syntric consents in writing to the sale or disposal or if any sale or disposal is made in breach of clause 6.4 and notwithstanding such breach:

(a) the Customer shall inform any person to whom it proposes to sell or dispose of the Products or any interest in the Products (Acquirer) of Syntric's interest in the Products;

(b) the Customer shall ensure that the terms of the sale or disposal of the Products to the Acquirer includes a term which is substantially the same as this clause 6;

(c) notwithstanding that the payment of the Price for the Products would not otherwise have been due by the Customer, the Customer shall be obliged to pay the Price for the Products to Syntric as soon as it receives payment from the Acquirer;

(d) the Customer shall hold all its rights against the Acquirer in trust for Syntric and, to the extent necessary to discharge all debts owing to Syntric in respect of the supply of the Products only, any proceeds the Customer receives;

(e) the Customer agrees that Syntric shall be entitled to trace all and any proceeds arising from any sale or disposal of the Products until full payment of the Price for the Products has been received by Syntric;

(f) the Customer agrees that Syntric shall be entitled to trace all and any proceeds arising from any sale or disposal of the Products until the Customer pays the full price to Syntric all other parts or equipment supplied by Syntric; and

(g) the Customer shall, at Syntric's request, assign its claims against the Acquirer and agrees irrevocably to appoint Syntric and each of its officers as its attorney to give effect to and complete that assignment.

7. Delivery

- 7.1 Any dates for delivery of the Products or Services advised by Syntric are approximate and are based upon the Customer providing prompt access to any area or equipment requiring Syntric's Products and/or Services and prompt receipt of all the necessary information in respect of the Products and/or Services required.
- 7.2 All delivery costs for the Products and/or Services shall be in addition to the Price unless expressly stated otherwise by Syntric.
- 7.3 Unless otherwise agreed, all shipments are 'Ex Works' (EXW) (as defined in INCOTERMS 2010 published by the International Chamber of Commerce as revised from time to time) at Syntric's premises.
- 7.4 Syntric shall not be liable for any delay in delivery of Products and/or Services caused by a Force Majeure Event.
- 7.5 In the event of a delay under clause 7.4, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the Force Majeure Event.
- 7.6 The Customer undertakes to:

(a) maintain all other items or equipment, which may affect the testing, maintenance or operation of the Products;

(b) provide access to any area or equipment requiring the Products and/or Services;

(c) provide all assistance as Syntric may reasonably require for the delivery of the Products or performance of the Services, or both, as the case may be; and

- 7.7 (d) comply with all operating and maintenance instructions in relation to the Products.

The Customer shall be deemed to have accepted the delivery of the Products, the Services, or the Products and Services (as the case may be), at the site or location specified by the Customer.

8. Payment

- 8.1 Unless otherwise specified by Syntric in writing, payment of the Price is to be made by the Customer no later than thirty (30) days from the date of a tax invoice for the Products or Services or both (where applicable).
- 8.2 At Syntric's sole discretion, a deposit or pre-payment of the Price may be required.
- 8.3 Time for payment for the Products or Services, or Products and Services, is of the essence. In the event an invoice is overdue, Syntric may suspend the provision of Products or Services, or Products and Services, until payment is made without incurring any liability to the Customer.
- 8.4 Payment of the Price and any other payment must be made in cleared funds by cash, cheque, bank transfer, credit card, direct debit, or by any other method as agreed between the Customer and Syntric.
- 8.5 In the event of bankruptcy or insolvency of the Customer or in the event any proceeding is brought against the Customer, voluntarily or involuntarily, under any bankruptcy or insolvency laws, Syntric shall be entitled to cancel any Purchase Order outstanding at any time during the period allowed for filing claims against the Customer and shall receive reimbursement for its reasonable and proper

cancellation charges.

- 8.6 Syntric (in its absolute discretion and at its option) may retain possession of any products or equipment repaired, modified, inspected, maintained or serviced under this Agreement until the Price is paid in full. If the Price is not paid within ninety (90) days from the date of the relevant tax invoice, Syntric may provide the Customer with written notice by registered mail to the Customer's last known address. After seven (7) days from the date of the written notice, Syntric may sell the products or equipment at public or private sale and apply the net proceeds to the outstanding Price.
- 8.7 Interest on overdue invoices owed by the Customer accrues from the date when payment becomes due, until the date of payment, at the rate specified in regulation 36.7 of the Uniform Civil Procedure Rules 2005 (NSW) or rule 11.27 of the High Court Rules 2016 (NZ) as applicable.
- 8.8 The Customer indemnifies Syntric from and against all Loss incurred by Syntric in pursuing any sums owed by the Customer to Syntric.

9. Security

- 9.1 The Customer consents to Syntric creating and maintaining a registration on the Personal Property Securities Register (Register) in any required form, in relation to any security interest contemplated or created by the Agreement, including a security interest as defined in the PPSA.
- 9.2 The Customer agrees to sign any necessary documents and provide all reasonable assistance and information to facilitate the registration and maintenance of a security interest on the Register if required by Syntric. Syntric reserves the right to register a financing statement or financing change statement in respect of any security interest and the Customer waives the right to receive notice of a verification statement in relation to any registration of a security interest on the Register, by way of clause 9.1 or 9.2, in respect of any Products supplied.
- 9.3 The Customer undertakes to do any and all acts that are reasonably required by Syntric so as to:
- (a) allow Syntric to create and maintain a perfected security interest (including a purchase money security interest) pursuant to the PPSA in respect of the Products supplied and any and all proceeds of the Products (where applicable);
- (b) allow Syntric to register a financing statement or financing change statement;
- (c) ensure that Syntric maintains its secured position under the PPSA;
- (d) not register a financing statement or financing change statement without Syntric's prior written consent; and/or
- 9.4 (e) not register or commit to the register of a financial statement or financing change statement in respect of the Products, in favour of a third party, without Syntric's prior written consent.

Syntric and the Customer agree that no information (as defined in Section 275(1) of the PPSA) will be provided to an interested person or person requested by an interested person. This clause 9.4 may be waived by providing prior written notice to Syntric authorising the disclosure of the above information to a specified party.

In the event that the Agreement is subject to Chapter 4 c the PPSA:

(a) Syntric and Customer agree that, pursuant to Section 115(1) of the PPSA, the Customer waives Sections 95, 96, 121(4), 125, 130, 132(3)(d), 134, 135, 142 and 143 of the PPSA;

and

(b) Syntric and Customer agree that, pursuant to Section 115(7) of the PPSA, Sections 127, 129(2), 129(3), 130(1), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137 of the PPSA do not apply to the Agreement.

9.6 The Agreement (including clauses 6 and 7 of these Terms) is a security agreement for the purposes of the PPSA. For the avoidance of any doubt, collateral, for the purposes of Section 20(2) of the PPSA includes, but is not limited to, the Products (as described in the Agreement) or other products provided by Syntric to the Customer at any subsequent time.

9.7 Syntric may apply amounts received in connection with the sale of the Products to satisfy obligations secured by security interests contemplated or constituted by the Agreement, at Syntric's absolute discretion.

10. Insurance

10.1 Syntric shall have in effect for the duration of the Agreement the following insurances:

- 10.2
- (a) those which Syntric is required to hold by law; and
 - (b) public liability insurance.

Syntric will provide evidence of the insurances set out in clause 10.1 upon written request by the Customer.

11. Warranty

11.1 Subject to clause 11.2, Syntric warrants to the Customer that:
(a) the Services to be performed under the Agreement will be performed with reasonable care and skill in accordance with any specifications; and

(b) the Products to be provided under the Agreement will be free from material defects and will be of the kind and quality stipulated in the Agreement (Warranty).

11.2 The Warranty does not apply:

- (a) where the defect is caused by the Customer; or
- (b) where maintenance is not carried out as required; or
- (c) where the Customer or other party did not comply with all operating and maintenance instructions in relation to the Products; or
- (d) where any Products or equipment has been repaired or otherwise tampered with by any person other than a person authorised by Syntric to make repairs; or
- (e) in cases of normal wear and tear.

11.3 The Warranty shall apply only to defects appearing within the Warranty Period. After the Warranty Period the Customer is deemed to have accepted the Products and/or Services.

11.4 If Syntric breaches the Warranty, provided the Customer has given Syntric written notice of such breach within the Warranty Period, Syntric's liability is limited to the remedies under clause 11.7, provided that any Products to be returned must be returned at the Customer's cost.

11.5 The liability of Syntric for any Loss incurred by the Customer as a result of the Warranty breach (whether the claim is based on contract or negligence) will not in any case exceed the cost of correcting defects in the Products or Services. The foregoing shall constitute the exclusive remedy of the Customer and the exclusive liability of Syntric.

11.6 Any condition, term, guarantee or warranty which would otherwise be implied in the Agreement is hereby excluded to

the full extent permitted by law.

11.7 Where legislation implies in the Agreement any condition, term, guarantee or warranty (Mandatory Warranty), and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such Mandatory Warranty, the Mandatory Warranty is deemed to be included in the Agreement and the liability of Syntric for any breach of such Mandatory Warranty is limited, at the absolute discretion of Syntric, to one or more of the following:

(a) if the breach relates to the Products:

(i) the replacement of the Products or the supply of equivalent Products;

(ii) the repair of such Products;

(iii) the payment of the cost of replacing the Products or of acquiring equivalent Products; or

(iv) the payment of the cost of having the Products repaired; and

(b) if the breach relates to the Services:

(i) the supplying of the Services again; or

(ii) the payment of the cost of having the Services supplied again.

11.8 The provisions of this clause 11 shall survive termination of the Agreement for any reason.

12. Limitation of Liability

12.1 Syntric's liability under any claim by the Customer in respect of this Agreement or matters associated with this Agreement is limited to the portion of the Price allocable to the Products or Services, or Products and Services, which give rise to that claim, including negligence for any Loss or damages arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from the delivery, installation, technical direction of installation, operation or use of any equipment, material or components covered by or furnished under this Agreement.

12.2 Syntric is not liable for any:

(a) loss of profits or revenue, loss of use of the equipment or any associated equipment, facilities or services downtime costs;

(b) special, consequential or indirect loss or damages; or

(c) for any claims by third parties against the Customer for such loss or damages.

12.3 Syntric does not give any warranty with respect to (without limitation):

(a) breaches of the Warranty not reported to Syntric within the Warranty Period;

(b) failures or damage in respect of the Services due to misapplication, abuse, improper installation or abnormal conditions of temperature, dirt or corrosive matter;

(c) failure in respect of the Services due to operation (either intentional or otherwise) above rated capacities or in an otherwise improper manner;

(d) Products which have been in any way tampered with altered by anyone other than an authorised representative of Syntric;

(e) Products damaged in shipment or otherwise without fault of Syntric; or

(f) expenses incurred by the Customer in an attempt to repair or rework any alleged defective Products.

12.4 The Customer agrees to indemnify Syntric from and against:

(a) any Loss arising from the injury or death of any person caused by an act, omission or negligence or otherwise of the Customer, the Customer's employees, servants and agents whilst Syntric supplies the Products and/or performs the Services; and

(b) any Loss caused to Syntric, whether such Loss was caused by the act, default or negligence on the part of Syntric or otherwise.

12.5 The Customer shall assume all risks and liabilities for and in respect of the provision of the Products or Services or both (where applicable), and for injuries to or death of persons and damage to property howsoever arising and the Customer indemnifies Syntric from and against:

(a) the loss of or damage to any Products or parts thereof for which payment of the Price has not yet been made in full, whether by fire, theft, accident, seizure, confiscation or otherwise whilst in the Customer's custody, possession or control; and

(b) all other Loss howsoever arising incurred as a result of or in connection with the provision of the Products or Services or both (where applicable).

13. Customer's indemnity

Where the Customer requires Syntric to carry out testing of any of the systems, technology or equipment, the Customer will:

(a) hold Syntric harmless in respect of any damage caused to such systems, technology or equipment as a result of, or arising out of, such testing; and

(b) indemnify Syntric against all claims, demands, losses, damages, costs and expenses for which Syntric becomes liable or incurs as a result of, or in relation to, any damage caused by, or arising out of, such testing.

14. Materials Supplied by the Customer

14.1 The Customer shall provide to Syntric any patterns, designs, specifications, drawings, samples, technical information, or any other information required by Syntric or specified in the Agreement (whether in electronic format or otherwise) or which the Customer has agreed in writing to provide to enable Syntric to supply the Products or Services, or Products and Services (as the case may be) (Materials).

14.2 All Materials and the Intellectual Property of the Materials remain the property of the Customer.

14.3 Syntric will not use the Materials for any purpose other than to the extent required to supply the Products or Services, or Products and Services, to the Customer.

15. Termination and Cancellation

15.1 Syntric may suspend or terminate the Agreement immediately:

(a) upon giving written notice to the Customer in the event that the Customer is in default of a material term of the Agreement and fails to remedy such default within fourteen (14) days of notice from Syntric to do so, if such default is capable of remedy;

(b) the Customer has failed to pay an invoice by its due date;

or

(c) if the Customer or any of its Related Bodies Corporate becomes insolvent, is made bankrupt, is placed into external administration or liquidation or has a receiver or other controller appointed over its assets or experiences any similar action in respect of its financial standing.

15.2 Termination of the Agreement pursuant to this clause 15 shall be without prejudice to the rights of either party accruing prior to termination.

16. Dispute Resolution

16.1 If a Dispute arises, either party may give the other party written notice of the Dispute identifying and providing details of the Dispute (Dispute Notice) by email or by registered post.

16.2 Within seven (7) days of receipt of a Dispute Notice, representatives of the parties having authority to bind the parties shall confer to seek to resolve the Dispute. In the event of any doubt, the representatives who have the authority to bind the party shall be the Chief Executive Officers (or equivalent) of the parties. All aspects of such conference(s) shall be subject to "without prejudice" privilege.

16.3 Neither party may commence any court proceedings prior to complying with clauses 16.1 and 16.2.

16.4 Notwithstanding the existence of a Dispute, each party must continue to perform its obligations under this Agreement.

17. Assignment and Sub-contracting

17.1 Syntric may assign, transfer or novate its rights and/or obligations under the Agreement or subcontract the performance of the Services and/or the supply of the Products to a third party without the Customer's prior written consent.

17.2 The Customer must not assign, transfer or novate its rights and/or obligations under the Agreement without Syntric's prior written consent.

18. General

18.1 Syntric shall have no liability to the Customer in respect of any matter in connection with the Agreement unless the claim together with full particulars thereof is lodged with Syntric within fourteen (14) days of the occurrence of the event(s) or circumstance(s) on which the claim is based.

18.2 If any provision or part of any provision of the Agreement is unenforceable, the parties agree that such unenforceability shall not affect any other part of such provision or any other provision of the Agreement.

18.3 Syntric may alter, amend, revise or change any terms of the Agreement with reasonable notice given to the Customer of any such alteration, amendment, revision or change. If the Customer proceeds to accept the supply of the Products or Services, or Products and Services, from Syntric, the Customer shall have accepted such alteration, amendment, revision or change in the terms of the Agreement. The Agreement (as amended from time to time) shall apply to all Products or Services, or Products and Services, supplied by Syntric to the Customer and shall comprise the entire agreement between the parties notwithstanding any other terms and conditions which may be supplied by the Customer.

18.4 Any waiver by the Customer of strict compliance with any provision of the Agreement shall not be effective unless in writing and signed by an authorised officer of the Customer.

- 18.5 Where the delivery of Products or the supply of Services takes place in Australia, this Agreement shall be governed by and construed in accordance with the laws in force in New South Wales, Australia and the parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia. Where the delivery of Products or the supply of Services takes place in New Zealand, this Agreement shall be governed by and construed in accordance with the laws in force in New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand. In the event of any doubt as to the governing law or applicable jurisdiction, the laws of New South Wales, Australia and the courts of New South Wales shall apply.
- 18.6 No provision of the Agreement shall be construed adversely against one party solely on the basis that that party was responsible for the drafting of that provision.