

SICK PTY LTD (ACN 006 054 468)
TERMS & CONDITIONS OF SALE

- These Terms and Conditions of Sale apply to all present and after acquired goods supplied by the Supplier to the Purchaser in Australia.
1. **DEFINITIONS**

In the following Terms and Conditions of Sale:
 11. "Agreement" means the agreement between the Supplier and the Purchaser for the supply of goods and services of which these Terms and Conditions of Sale form part.
 12. "GST" means any goods and services tax imposed pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
 13. "Intellectual Property" includes but is not limited to, ideas, patents, registered and unregistered design rights, registered and unregistered trademarks, drawings, inventions and any copyright subsisting in any work, documents or other items and all other intellectual and industrial property rights (without limitation) and similar or analogous rights existing under the laws of any country and all rights to apply to or register such rights.
 14. "Purchaser" means the person or entity purchasing the goods and/or services the subject of these Terms and Conditions of Sale.
 15. "Safety Equipment" means a device which is used in a safety control circuit.
 16. "Supplier" means Sick Pty Ltd and its related bodies corporate within the meaning of the *Corporations Act 2001*(Cth).
 2. **LEGALLY BINDING EFFECT**

All deliveries and services provided by the Supplier are subject to these Terms and Conditions of Sale and any amendments to these terms shall apply only to the extent that they are expressly confirmed in writing by the Supplier.
 3. **OFFER – CONCLUSION OF CONTRACT – CONTENTS OF CONTRACT**
 - 3.1. Binding offers must be accepted by the Purchaser within a reasonable time. Verbal or written orders are considered accepted when a written order confirmation is issued or the ordered goods are delivered within an adequate period of time.
 - 3.2. Unless otherwise indicated, documents pertaining to and attached to the offer, such as illustrations, drawings, technical specifications, and other documents, are the Intellectual Property of the Supplier; the Purchaser is not entitled to grant access to the aforesaid documents to third parties.
 4. **SCOPE OF DELIVERY AND SERVICES**

The scope of delivery and services is subject to the offer of the Supplier or, respectively, to the Supplier's written order confirmation. Partial deliveries are permitted.
 5. **PRICING**
 - 5.1. Price lists and other general price information are nonbinding and are updated by the Supplier regularly.
 - 5.2. All prices are quoted in Australian Dollars (\$A), unless otherwise specified in writing, are based on delivery according to DAP (Incoterms 2010) place of delivery within Australia, and are exclusive of GST if applicable.
 - 5.3. All prices quoted do not include any tax or duty that may be payable by the Purchaser.
 - 5.4. All quotations are based on current costs of production and are subject to amendment without notice before or after acceptance to meet any cost variation between the date of the quotation and the date of completion of the order.
 - 5.5. Unless agreed otherwise, costs for installation, assembly and/or commissioning, packaging, transportation and insurance premiums, the latter to the extent expressly requested by the Purchaser, shall be calculated based on the prices effective at the time of the actual accrual and shall be charged separately.
 - 5.6. Costs for installation, assembly and/or commissioning, packaging, transportation and insurance premiums and all other costs which affect the goods must be paid for by the Purchaser.
 - 5.7. Quoted prices are subject to the Purchaser's order being for the whole quantity stated in the quotation.
 6. **PAYMENT**
 - 6.1. Invoices for deliveries shall be paid net within 30 days from the invoice date by direct transfer to the Supplier's bank account in immediately available funds.
 - 6.2. The Purchaser may not withhold payment of any part of the price because of any dispute or claim.
 - 6.3. The Supplier is not obliged to sell goods to the Purchaser if:
 - (a) the Purchaser defaults in its payment obligations under this Agreement; and/or
 - (b) the Purchaser becomes bankrupt or goes into liquidation or goes into voluntary administration or is unable to pay its debts as they fall due.
 - 6.4. Without prejudice to any other remedies of the Supplier at law or under this Agreement, and unless otherwise expressly agreed by the Supplier in writing, the Purchaser shall pay interest on any amount that is not paid on the due date at the rate prescribed by the *Penalty Interest Rates Act* (Vic) calculated on a daily basis from the date when the payment is due until the date when payment is actually made, such interest payable on demand.
 - 6.5. The Purchaser is only entitled to retain payments or to offset counterclaims insofar as such counterclaims are undisputed, are supported by a Court order or are ready for a decision after pending suit.
 7. **DATES FOR DELIVERY AND SERVICES, DELAY, FORCE MAJEURE**
 - 7.1. The adherence to time periods and dates for deliveries and services shall be subject to the timely provision of performance of the Purchaser's obligations under this agreement, in particular, of any documents to be provided, of required permissions and releases – especially of plans – as well as to adherence to the agreed payment terms and to any other obligations of the Purchaser. If these prerequisites are not fulfilled on time, the time periods and dates shall be adequately extended. The Supplier otherwise will use its best endeavours to deliver the goods at the time agreed but will not be liable to the Purchaser or anyone else for any loss sustained due to delay.
 - 7.2. If delivery periods or dates cannot be met due to force majeure or other disruptions beyond the control of the Supplier, for example, serious health hazards such as epidemics or nuclear radiation, war, terrorist attacks, riots and other similar occurring threats as well as labor disputes, including at the subcontractors of the Supplier, or governmental acts, such as import and export restrictions, embargoes (including sanctions lists) or disruptions of operations, either the deadline for the performance by the Supplier will be extended by the duration of the force majeure event or the Supplier shall have the right to withdraw from the contract in whole or in part without liability for any delay in performance or nonperformance of their obligations.
 - 7.3. Upon request of the Supplier, the Purchaser shall declare within reasonable time, after setting a reasonable period of grace, whether they insist on delivery or wish to rescind the contract due to the Supplier's delay.
 - 7.4. The Purchaser shall be liable for all delivery charges in relation to goods unless otherwise agreed or specified in writing.
 - 7.5. If the Supplier is unable to supply the Purchaser's total order these Terms and Conditions of Sale will apply to the supply of the remaining order.
 8. **INSTALLATION OR ASSEMBLY**
 - 8.1. To the extent that installation, assembly or commissioning has been agreed upon, the Purchaser shall, at their own expense, provide in due time:
 - (a) any supplementary works foreign to the branch of trade such as earthworks, construction works, etc. including the required skilled workers and auxiliary staff, building material and tools;
 - (b) the articles and materials required for assembly, installation and commissioning, such as scaffolding, wedges, lubricants, fuels, etc.;
 - (c) operating power and water at the place of operation, including the necessary connections, heating and light;
 - (d) suitably-sized, dry and lockable rooms for stocking machine parts, equipment, materials, tools, etc. as well as appropriate work and recreation rooms with appropriate sanitary equipment for the Supplier's employees at the installation site; further, the Purchaser shall take the same steps he would take in order to protect his employees and belongings in order to protect the Supplier's employees and belongings at the construction site;
 - (e) protective clothing and protective devices necessary due to special circumstances at the installation site.
 - 8.2. Before the start of the work, the Purchaser must provide without request the necessary specifications concerning the location of hidden power, gas, or water pipes or similar constructions, as well as the required static specifications.
 - 8.3. Before beginning with the installation or assembly, free of charge, the Supplier will provide the necessary specifications for the performance of the works must be at the site, and any preparatory works must be in such a state that the installation or assembly staff will be able to start their work as agreed after arrival and finish it without interruption.
 - 8.4. Access to as well as the site itself must be paved, cleared and freely accessible.
 - 8.5. Should the installation, assembly, or commissioning be delayed due to circumstances not attributable to the Supplier, the Purchaser shall be obliged to bear to a reasonable extent the costs arising from waiting periods or for the necessary travels of installation or assembly staff.
 - 8.6. Upon the Supplier's request, the Purchaser shall confirm in writing the working hours of the assembly staff as well as the completion of the installation, assembly or commissioning.
 - 8.7. The Supplier is entitled to demand acceptance of the works after completion. Acceptance will take effect after the Purchaser declares acceptance in writing. The same applies if the Supplier has set a reasonable deadline for acceptance upon completion of the works and the Purchaser has not refused acceptance by reporting at least one major defect by this deadline. Acceptance is also deemed granted if the work has been put into use, if applicable, after an agreed testing period.
 9. **PASSING OF RISK**
 - 9.1. The risk shall pass to the Purchaser with the selection/provision of the delivery item. To the extent the Supplier has also assumed installation, assembly or commissioning, the risk shall pass to the Purchaser with the delivery of the delivery item at the installation or assembly site.
 - 9.2. Should the dispatch of the delivery item or installation, assembly or commissioning be delayed or omitted due to reasons attributable to the Purchaser, the risk shall pass to the Purchaser at the time when it would have passed to the Purchaser had no delay occurred.
 - 9.3. The Supplier shall, on request and at the expense of the Purchaser, insure the delivery item against theft, breakage, and damage caused by transportation, fire or water or against any other insurable risks.
 10. **CANCELLATION OF ORDER**
 - 10.1. Should the Purchaser cancel an order for goods for any reason, the Purchaser must pay the Supplier in full for any goods which were especially procured for it, custom ordered, imported, manufactured or made to order by the Supplier or which were of a particular nature not normally stocked by the Supplier. In all other cases, the Purchaser will pay a reasonable charge for the work completed and materials used.
 - 10.2. The Supplier may cancel or suspend all or any part of an order if amounts owing by the Purchaser are overdue or if the Purchaser becomes insolvent or enters into any form of insolvency administration within the meaning of the *Corporations Act 2001* (Cth).
 11. **WARRANTIES AND LIABILITIES**
 - 11.1. The goods manufactured by the Supplier are warranted for workmanship and materials for a period of 12 months from the date of delivery of the goods to the Purchaser. Any repairs to or replacement of goods carried out by the Supplier during this warranty period are subject to all terms of this Agreement and, in respect of the repaired or replaced part of the goods, the warranty period is 6 months.
 - 11.2. To be entitled to claim the warranty in clause 11.1, the Purchaser must ensure that the following conditions are complied with:
 - (a) the Purchaser must comply in all respects with these Terms and Conditions of Sale;
 - (b) the good must not receive maltreatment, interference or inattention;
 - (c) the goods must be correctly installed and maintained;
 - (d) the goods must have been used for the purpose for which they were intended and are suitable;
 - (e) defective goods must be promptly returned when the defect becomes apparent. The Purchaser must bear the expense of returning the goods to the Supplier.
 - 11.3. To make a warranty claim under the warranty in clause 11.1, the Purchaser must:
 - (a) stop using the goods and make a claim as soon as possible, and at any rate before the end of the warranty period;
 - (b) make the claim by requesting a repair return authorisation number prior to returning the goods to the Supplier.
 - 11.4. Proof of purchase and purchase date may be required by the Supplier.
 - 11.5. The Supplier warrants that any Safety Equipment provided by the Supplier complies with the relevant Australian Standard. It is the responsibility of the Purchaser to ensure that:
 - (a) that the equipment's safety category is appropriate for the assessed risks; and
 - (b) there is compliance with all Australian Standard requirements and Government regulations pertaining to the installation, maintenance and use of such Safety Equipment.
 - 11.6. Subject to clause 11.1, to the extent permitted by the laws governing these Terms and Conditions of Sale, all guarantees, conditions and warranties (whether as to quality, fitness or otherwise) expressed or implied by statute, the common law, equity, trade custom, users or otherwise are expressly excluded.
 - 11.7. The liability of the Supplier for breach of any warranty or express or implied condition of the Agreement, to the extent permitted by law, will be limited, at the option of the Supplier, to the replacement of the goods, the supply of equivalent goods or the payment of the cost of those goods.
 - 11.8. To the extent permitted by law, in no circumstances will the Supplier's liability extend to indirect or consequential loss or damage.
 - 11.9. The Purchaser acknowledges and agrees with the Supplier that:
 - (a) the manner of use of the goods supplied to the Purchaser is beyond the control of the Supplier;
 - (b) any advice, recommendation, information or services provided by the Supplier, its employees, contractors or agents regarding the goods sold and their use shall not be construed as contractual conditions or warranties and is provided to the Purchaser at the Purchaser's own risk;
 - (c) specifications in catalogues, product descriptions, data sheets, quotations, drawings or any other documents regarding the measure, quantity, color, application, technical data and other features, in particular regarding availability, reading rates, measuring accuracy, etc. refer to the warranted properties of a delivery item, yet do not – unless expressly otherwise provided for – form a part of this contract or constitute contractual representations or guarantees; and
 - (d) the Supplier shall not be liable to the Purchaser for any loss or damage sustained by the Purchaser as a consequence of any incorrect advice, recommendation, information or services provided by the Supplier, its employees, contractors or agents regarding the goods sold or the methods or conditions of applications and use of the goods sold whether such loss was caused by any act of negligence, act of recklessness or any breach of any duty of care which may be owed to the Purchaser by the Supplier, its employees, contractors or agents.
 12. **ACCEPTANCE AND CLAIMS**
 - 12.1. The Purchaser must inspect the goods upon delivery and must within seven (7) days from the date of delivery give written notice to the Supplier of any matter or thing by reason whereof the Purchaser alleges that the goods are not in accordance with this Agreement. If the Purchaser fails to give such notice then to the extent permitted by law the goods shall be deemed to have been accepted by the Purchaser and the Purchaser shall pay for the goods in accordance with this Agreement.
 - 12.2. Should the Purchaser consider that it has any claim arising from the sale of goods to it by the Supplier it must:
 - (a) immediately upon becoming aware of the circumstances giving rise to such a claim, notify the Supplier of the nature of the claim; and
 - (b) allow the Supplier, its contractors or agents full and free access to the goods in relation to which the claim is made (or the place where the goods have been applied or used) for the purpose of conducting such tests and examinations as the Supplier may in its absolute discretion consider necessary to determine whether the claim is justified or not; and
 - (c) if the Supplier determines that the claim is justified, allow the Supplier the required time and occasion to remedy the defect or replace such goods. Only in urgent cases, where operational safety is at risk or to prevent disproportionately large damage, shall the Purchaser be entitled to remedy defects itself or have them remedied by third parties and to demand reimbursement of the accrued costs from the Supplier. The Supplier shall be notified in such cases without delay.
 - 12.3. Where goods are especially procured for the Purchaser, custom ordered, imported, manufactured or made to order by the Supplier or are of a particular nature not normally stocked by the Supplier, no return of goods will be accepted. Where the Purchaser considers that it has a claim arising from the sale of goods that are the subject of this clause 12.3, the claim, if accepted by the Supplier, will be for compensation only.
 - 12.4. In all other cases, no return of goods will be accepted unless notified to the Supplier within 7 days of receipt unless approved by the Supplier in writing. Authorised returns must be freight prepaid by the Purchaser. The Supplier will credit returned goods only if they are in saleable condition. If the Supplier accepts the return of saleable goods from the Purchaser, a handling fee will be imposed in accordance with Supplier handling charges set from time to time unless the return of such goods is due to the error of the Supplier.
 13. **RETENTION OF TITLE**
 - 13.1. Title in the goods shall remain with the Supplier until all claims against the Purchaser are satisfied, irrespective of receipt of payment for specific goods.
 - 13.2. Until all claims of the Supplier against the Purchaser are satisfied, the Purchaser will hold the goods and any other goods manufactured from the goods supplied by the Supplier as trustee for the Supplier.
 - 13.3. The Purchaser may, in the ordinary course of the Purchaser business:
 - (a) cause the goods supplied by the Supplier to become part of, be installed in or be affixed to, other goods or
 - (b) sell the goods supplied by the Supplier, or goods manufactured from those goods supplied,

- for which the Purchaser has not paid the Supplier, on the condition that the Supplier has, and continues to have, a security interest in the goods in which the goods supplied by the Supplier are installed, become a part of or affixed to, and in the proceeds of their sale.
- 13.4 If the Purchaser:
- fails to pay the price in full on the due date for payment; or
 - prior to payment of the price deals with the goods in a manner inconsistent with the rights granted by sub-clause 12.3;
- then
- the Purchaser's right to sell the goods in the ordinary course of business and any other rights of the Purchaser in respect of the goods immediately cease; and
 - the Purchaser must immediately deliver or remit to the Supplier all goods supplied by the Supplier and proceeds of the goods in which the Supplier has a security interest.
- 13.5 The Purchaser will allow the Supplier to enter upon its premises to recover any goods which remain the property of the Supplier or otherwise exercise its rights under the *Personal Property Securities Act 2009* (Cth) (PPSA). The Purchaser indemnifies the Supplier against, and discharges the Supplier from, any liability it may otherwise be under to the Purchaser or any third party, resulting from damage occasioned by the Supplier in gaining entry to those premises for this purpose.
- 13.6 The Supplier may bring an action for the price of the goods even where ownership of the goods may not have passed to the Purchaser.
- 13.7 The Purchaser will insure and keep insured all goods supplied by the Supplier that are in the Purchaser's possession or control from time to time against risk or damage by hazards normally insured against.
14. **PERSONAL PROPERTY SECURITIES ACT**
- 14.1 The Purchaser acknowledges and agrees that:
- these Terms and Conditions of Sale give rise to a security interest and constitute a security agreement for the purposes of the PPSA; and
 - the security interest is taken in all goods previously supplied by the Supplier to the Purchaser (if any) and all goods that will be supplied in the future by the Supplier to the Purchaser during the continuance of the parties' relationship.
- 14.2 The Purchaser undertakes to:
- sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which the Supplier may reasonably require to register a financing statement on the Personal Property Securities Register;
 - reimburse the Supplier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register;
 - give the Supplier not less than 14 days' prior written notice of any proposed change in the Purchaser's name and/or any other change in the Purchaser's details.
- 14.3 The Purchaser and the Supplier agree that neither of them is required to disclose any information of a kind referred to in section 275(1) of the PPSA that is not in the public domain.
- 14.4 Despite any statement to the contrary by the Purchaser, every payment to the Supplier in respect of the goods must be taken as a payment:
- first, of the amounts held by the Purchaser in trust for the Supplier or subject to a security interest in favour of the Supplier, to the extent that the trust or security interest is not a purchase money security interest under the PPSA;
 - secondly, of the amounts held by the Purchaser in trust for the Supplier or subject to a security interest in favour of the Supplier, to the extent that the trust or security interest is a purchase money security interest under the PPSA;
 - thirdly, for any goods that the Purchaser has sold but for which it has not received the proceeds; and
 - fourthly, for whatever goods the Purchaser has not sold as the Supplier elects.
- 14.5 The Purchaser waives any rights to receive notice of any verification statement issued under the PPSA.
- 14.6 To the extent that Chapter 4 of the PPSA applies to the security interest under these Terms and Conditions of Sale, the Supplier and the Purchaser agree that each of the provisions of the PPSA which section 115 of the PPSA permits parties to contract out of, other than section 117,118, 120,123,126,128,129 and 134(1), do not apply to the enforcement of the security interest.
15. **INTELLECTUAL PROPERTY AND USE OF SOFTWARE**
- 15.1 The Purchaser acknowledges and agrees that:
- all Intellectual Property and rights in the goods are the sole property of the Supplier;
 - it does not have the right to modify, adapt, reverse assemble or reverse compile the goods; and
 - it must not do anything that may interfere with or diminish the Supplier's ownership of, or the value of the Intellectual Property.
- 15.2 The Supplier shall grant to the Purchaser a non-exclusive, not sub-licensable right to use the supplied software and documentation. This right of use shall be unlimited in time and transferrable only in combination with the contract product. This right of use shall apply only to the contractual use. The Purchaser is not entitled to modify, reverse engineer, translate the software or separate any parts thereof. Insofar as the software provided to the Purchaser is subject to third-party rights, the Supplier will not grant to the Purchaser any rights of use exceeding those granted to the Supplier by the third party.
16. **EXPORT**
- The Purchaser undertakes to comply with all applicable export control and foreign trade regulations, in particular but not limited to those of the respective national law and of the laws of the Federal Republic of Germany, the European Union, and the United States of America. All business transactions are entered into subject to the proviso that each business transaction is permitted, in terms of its content and the natural persons and entities directly or indirectly involved in it by all of the aforementioned regulations. The Purchaser shall, upon the request of the Supplier, provide without delay to the Supplier all documents deemed by the Supplier to be useful or necessary for obtaining licenses from authorities or for the export control checks of the Supplier. This includes but is not limited to information about the end user, the end use and the intended purpose. Where business transactions are subject to licensing, the Purchaser shall refrain from entering into binding delivery commitments. Furthermore, the Purchaser undertakes to comply with the internal export control regulations of the Supplier. In particular, the Purchaser agrees not to use, offer for sale or sell for use in weapons and/or weapons systems any items of the Supplier (goods, software and technology) or merchandise made available by the Supplier. If the Purchaser violates any of the obligations in this section and/or if a business transaction is prohibited in whole or in part, the Supplier may withdraw from the contract or may terminate the contract for good cause without observing any notice period. Where business transactions are subject to licensing, the Supplier may also delay the delivery until an export license has been obtained. In such cases the Supplier shall not be liable for delayed performance or non-performance. Claims of the Supplier arising out of violations of obligations by the Purchaser remain unaffected.
- ADJUSTMENT, WITHDRAWAL**
- 16.1 If and when unforeseeable events pursuant to clause 7.2 modify the economic objective or the content of the delivery substantially or have a substantial impact on the operations of the Supplier, the parties agree to adjust the terms of this agreement accordingly in good faith, subject to the provision stipulated under clause 7.2. In the event that such adjustment is not economically reasonable, the Supplier shall be entitled to withdraw from the contract.
- 16.2 The Supplier shall be entitled to withhold deliveries or services or to terminate the contract if the Supplier becomes aware of any circumstances whereby the Purchaser might become insolvent or, be unable or unwilling to duly fulfill their payment obligations when they become payable due to other reasons.
17. **LIMITATION PERIOD**
Except as otherwise provided for under this agreement, or as required by law, all claims of the Purchaser shall be subject to a limitation period of 24 months.
18. **MISCELLANEOUS**
- 18.1 The failure by the Supplier to insist upon observance by the Purchaser of any term of this Agreement will not be deemed a waiver nor amount to a waiver of any subsequent breach.
- 18.2 All previous negotiations, representations, warranties, arrangements and statements (if any) whether expressed or implied, including any collateral agreement or warranty between the Purchaser and the Supplier, are excluded and cancelled.
- 18.3 This document may consist of a number of copies each signed by one or more of the parties. If so, the signed copies are treated as making up the one document.
- 18.4 Should any of the provisions of this contract be or become invalid, void or unenforceable, the validity of the remaining provisions shall remain unaffected thereby. In such case the invalid, void or unenforceable provision shall be interpreted or substituted in such a way as to achieve the intended economic objective of the invalid or void provision. This shall not apply if adherence to the contract constitutes an unreasonable hardship for either contract party.
- 18.5 Variations of this Agreement will be effective only if agreed to by the Supplier in writing except where these terms provide otherwise.
- 18.6 Except as otherwise expressly provided, this Agreement will be governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the Victorian and Australian courts.
19. **PRIVACY ACT AUTHORITY**
The Purchaser irrevocably authorises the Supplier, its employees, contractors and agents to make such enquiries as it deems necessary to investigate the credit worthiness of the Purchaser from time to time including (but without limiting the generality of the foregoing) the making of enquiries of persons nominated as trade referees, the bankers of the Purchaser or any other credit providers (collectively "the information sources") and the Purchaser hereby authorises the information sources to disclose to the Supplier such information concerning the Purchaser which is within their possession and which is requested by the Supplier.
20. **VIENNA SALES CONVENTION**
The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) known as the Vienna Sales Convention does not apply to goods supplied by the Supplier to the Purchaser under any agreement nor do any terms or conditions express or implied by the Vienna Sales Convention form part of this Agreement.
21. **DECLARATION**
I declare that I have carefully read and fully understand these Terms and Conditions of Sale.
- I agree that these Terms and Conditions of Sale (as varied by the Supplier from time to time by written notice to the Purchaser) are incorporated into every contract for supply of goods by the Supplier to the Purchaser, notwithstanding any other agreement or provision to the contrary and override any such other provision.
- If I am signing this for and on behalf of a firm, company or other organisation, I confirm that I am authorised to do so.

If the goods are purchased in Australia and the Purchaser falls within the meaning of "consumer" under the Australian Consumer Law, the Purchaser should be aware that:

The benefits under Sick's warranty for goods manufactured by the Supplier in clause 11are in addition to other rights and remedies under a law in relation to the goods.

Mandatory Australian Consumer Law statement - *Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

IMPORTANT NOTE: If the Purchaser does not fall within the meaning of a "consumer" under the Australian Consumer Law, the rights of a "consumer" under the Australian Consumer Law do not apply.