

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 Company to the Customer in Australia.

1. DEFINITIONS AND BINDING TERMS & CONDITIONS OF SALE

In the following Terms and Conditions of Sale:

- 1.1 "Agreement" means the agreement between the Company and the Customer for the supply of goods of which these Terms and Conditions of Sale form part.
 - 1.2 "Company" means Sick Pty Ltd and its related bodies corporate within the meaning of the *Corporations Act 2001*(Cth).
 - 1.3 "Customer" means the person or entity purchasing the goods and/or services the subject of these Terms and Conditions of Sale.
 - 1.4 "GST" means any goods and services tax imposed pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
 - 1.5 "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.
 - 1.6 "Safety Equipment" means a device which is used in a safety control circuit.
 - 1.7 The only contractual terms which are binding upon the Company are those set out in these Terms and Conditions of Sale or otherwise agreed to in writing by the Company and those, if any, which are imposed by law and which cannot be excluded by these Terms and Conditions of Sale.
 - 1.8 All previous negotiations, representations, warranties, arrangements and statements (if any) whether expressed or implied, including any collateral agreement or warranty between the Customer and the Company, are excluded and cancelled.
 - 1.9 These Terms and Conditions of Sale are entered into between the Company and the Customer at the earlier of when the Customer signs them or purchases goods from the Company.
- 2. PRICING**
- 2.1 All prices are quoted in Australian Dollars (\$A), unless otherwise specified in writing, and are exclusive of GST if applicable.
 - 2.2 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.
 - 2.3 Quoted prices are subject to the Customer's order being for the whole quantity stated in the quotation.
 - 2.4 All prices quoted do not include any tax or duty that may be payable by the Customer.
 - 2.5 Transport charges, insurance premiums and all other costs which affect the goods must be paid for by the Customer.
- 3. PAYMENT**
- 3.1 Unless otherwise agreed in writing, all accounts are payable within 30 days from the date on which the goods are invoiced.
 - 3.2 The Customer may not withhold payment of any part of the price because of any dispute or claim.
 - 3.3 The Company is not obliged to sell goods to the Customer if:
 - (a) the Customer defaults in its payment obligations under this Agreement; and/or
 - (b) the Customer becomes bankrupt or goes into liquidation or goes into voluntary administration or is unable to pay its debts as they fall due.
 - 3.4 Without prejudice to any other remedies of the Company at law or under this Agreement, and unless otherwise expressly agreed by the Company in writing, the Customer 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.
- 4. RETENTION OF TITLE**
- 4.1 Title in the goods will only pass to the Customer on payment of the full price for the goods.
 - 4.2 Until payment of the price in full, the Customer will hold the goods and any other goods manufactured from the goods supplied by the Company as trustee for the Company.
 - 4.3 The Customer may, in the ordinary course of the Customer's business:
 - (a) cause the goods supplied by the Company to become part of, be installed in or be affixed to, other goods; or
 - (b) sell the goods supplied by the Company, or goods manufactured from those goods supplied,for which the Customer has not paid the Company, on the condition that the Company has, and continues to have, a security interest in the goods in which the goods supplied by the Company are installed, become a part of or affixed to, and in the proceeds of their sale.
 - 4.4 If the Customer:
 - (a) fails to pay the price in full on the due date for payment; or
 - (b) prior to payment of the price deals with the goods in a manner inconsistent with the rights granted by sub-clause 4.3;then
 - (c) the Customer's right to sell the goods in the ordinary course of business and any other rights of the Customer in respect of the goods immediately cease; and
 - (d) the Customer must immediately deliver or remit to the Company all goods supplied by the Company and proceeds of the goods in which the Company has a security interest.
 - 4.5 The Customer will allow the Company to enter upon its premises to recover any goods which remain the property of the Company or otherwise exercise its rights under the *Personal Property Securities Act 2009* (Cth) (*PPSA*). The Customer indemnifies the Company against, and discharges the Company from, any liability it may otherwise be under to the Customer or any third party, resulting from damage occasioned by the Company in gaining entry to those premises for this purpose.
 - 4.6 The Company may bring an action for the price of the goods even where ownership of the goods may not have passed to the Customer.
 - 4.7 The Customer will insure and keep insured all goods supplied by the Company that are in the Customer's possession or control from time to time against risk or damage by hazards normally insured against.
- 5. DELIVERY**
- 5.1 The Company will use its best endeavours to deliver the goods at the time agreed but will not be liable to the Customer or anyone else for any loss sustained due to delay.
 - 5.2 Risk in the goods passes to the Customer immediately upon delivery to the Customer (or to a third party at the request of the Customer) when the goods are in the Customer's custody or when the goods are within the Customer's direction or control (whichever is the first to occur), including while in transit to the Customer.
 - 5.3 The Customer shall be liable for all delivery charges in relation to goods unless otherwise agreed or specified in writing.

- 5.4 If the Company is unable to supply the Customer's total order these Terms and Conditions of Sale will apply to the supply of all or part of the order.

6. CANCELLATION OF ORDER

- 6.1 Should the Customer cancel an order for goods for any reason, the Customer must pay the Company in full for any goods which were especially procured for it, custom ordered, imported, manufactured or made to order by the Company or which were of a particular nature not normally stocked by the Company. In all other cases, the Customer will pay a reasonable charge for the work completed and materials used.
- 6.2 The Company may cancel or suspend all or any part of an order if amounts owing by the Customer are overdue or if the Customer becomes insolvent or enters into any form of insolvency administration within the meaning of the *Corporations Act 2001* (Cth).

7. WARRANTIES AND LIABILITIES

- 7.1 The goods manufactured by the Company are warranted for workmanship and materials for a period of 12 months from the date of delivery of the goods to the Customer. Any repairs to or replacement of goods carried out by the Company 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.
 - 7.2 To be entitled to claim the warranty in clause 7.1, the Customer must ensure that the following conditions are complied with:
 - (a) the Customer 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 Customer must bear the expense of returning the goods to the Company.
 - 7.3 To make a warranty claim under the warranty in clause 7.1, the Customer 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 Company..
 - 7.4 Proof of purchase and purchase date may be required by the Company.
 - 7.5 The Company warrants that any Safety Equipment provided by the Company complies with the relevant Australian Standard. It is the responsibility of the Customer 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.
 - 7.6 Subject to clause 7.1, 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.
 - 7.7 The liability of the Company 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 Company, to the replacement of the goods, the supply of equivalent goods or the payment of the cost of those goods.
 - 7.8 To the extent permitted by law, in no circumstances will the Company's liability extend to indirect or consequential loss or damage.
 - 7.9 The Customer acknowledges and agrees with the Company that:
 - (a) the manner of use of the goods supplied to the Customer is beyond the control of the Company;
 - (b) any advice, recommendation, information or services provided by the Company, 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 Customer at the Customer's own risk; and
 - (c) the Company shall not be liable to the Customer for any loss or damage sustained by the Customer as a consequence of any incorrect advice, recommendation, information or services provided by the Company, 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 Customer by the Company, its employees, contractors or agents.
- 8. ACCEPTANCE AND CLAIMS**
- 8.1 The Customer must inspect the goods upon delivery and must within seven (7) days from the date of delivery give written notice to the Company of any matter or thing by reason whereof the Customer alleges that the goods are not in accordance with this Agreement. If the Customer fails to give such notice then to the extent permitted by law the goods shall be deemed to have been accepted by the Customer and the Customer shall pay for the goods in accordance with this Agreement.
 - 8.2 Should the Customer consider that it has any claim arising from the sale of goods to it by the Company it must:
 - (a) immediately upon becoming aware of the circumstances giving rise to such a claim, notify the Company of the nature of the claim; and
 - (b) allow the Company, 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 Company may in its absolute discretion consider necessary to determine whether the claim is justified or not.
 - 8.3 Where goods are especially procured for the Customer, custom ordered, imported, manufactured or made to order by the Company or are of a particular nature not normally stocked by the Company, no return of goods will be accepted. Where the Customer considers that it has a claim arising from the sale of goods that are the subject of this clause 8.3, the claim, if accepted by the Company, will be for compensation only.
 - 8.4 In all other cases, no return of goods will be accepted unless notified to the Company within 7 days of receipt unless approved by the Company in writing. Authorised returns must be freight prepaid by the Customer. The Company will credit returned goods only if they are in saleable condition. If the Company accepts the return of saleable goods from the Customer a handling fee will be imposed in accordance with Company handling charges set from time to time unless the return of such goods is due to the error of the Company.
- 9. INTELLECTUAL PROPERTY**
- 9.1 The Customer acknowledges and agrees that:
 - (a) all Intellectual Property and rights in the goods are the sole property of the Company;
 - (b) it does not have the right to modify, adapt, reverse assemble or reverse compile the goods; and
 - (c) it must not do any thing that may interfere with or diminish the Company's ownership of, or the value of the Intellectual Property.

10. MISCELLANEOUS

- 10.1 The failure by the Company to insist upon observance by the Customer of any term of this Agreement will not be deemed a waiver nor amount to a waiver of any subsequent breach.
- 10.2 If any of these terms is held to be invalid, void, unenforceable or illegal for any reason, this Agreement will otherwise remain in full force and effect apart from such provision which shall be deemed to be deleted or modified to overcome that objection.
- 10.3 Variations of this Agreement will be effective only if agreed to by the Company in writing except where these terms provide otherwise.
- 10.4 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.

11. PRIVACY ACT AUTHORITY

- 11.1 The Customer irrevocably authorises the Company, its employees, contractors and agents to make such enquiries as it deems necessary to investigate the credit worthiness of the Customer 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 Customer hereby authorises the information sources to disclose to the Company such information concerning the Customer which is within their possession and which is requested by the Company.

12. VIENNA SALES CONVENTION

- 12.1 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 Company to the Customer under any agreement nor do any terms or conditions express or implied by the Vienna Sales Convention form part of this Agreement.

13. PERSONAL PROPERTY SECURITIES ACT

- 13.1 The Customer 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 Company to the Customer (if any) and all goods that will be supplied in the future by the company to the Customer during the continuance of the parties' relationship.
- 13.2 The Customer 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 Company may reasonably require to register a financing statement on the Personal Property Securities Register;
 - reimburse the Company for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register;
 - give the Company not less than 14 days' prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details.
- 13.3 The Customer and the Company 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.
- 13.4 Despite any statement to the contrary by the Customer, every payment to the Company in respect of the goods must be taken as a payment:
- first, of the amounts held by the Customer in trust for the Company or subject to a security interest in favour of the Company, 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 Customer in trust for the Company or subject to a security interest in favour of the Company, to the extent that the trust or security interest is a purchase money security interest under the PPSA;
 - thirdly, for any goods that the Customer has sold but for which it has not received the proceeds; and
 - fourthly, for whatever goods the Customer has not sold as the Company elects.
- 13.5 The Customer waives any rights to receive notice of any verification statement issued under the PPSA.
- 13.6 To the extent that Chapter 4 of the PPSA applies to the security interest under these Terms and Conditions of Sale, the Company and the Customer 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.

14. 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 Company from time to time by written notice to the Customer) are incorporated into every contract for supply of goods by the Company to the Customer, 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.

Signature	
Name and title (please print)	
Full name of customer and ABN	
Date	
Witness signature	
Witness name	

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

The benefits under Sick's warranty for goods manufactured by the Company in clause 7.1 are 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 Customer 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.