

1. OUTLINE

- 1.1.1 **Currency:** These terms and conditions of sale (**Terms**) apply to the supply of all Goods and Services by us to you from the date that you accept these Terms.
- 1.2 **Acceptance:** You accept these Terms when:
- 1.2.1 you submit an Order;
- 1.2.2 you accept delivery of, or any part of, the Goods and Services of an Order; or
- 1.2.3 you make Payment, or partial Payment, for any Goods and Services supplied by us, whichever occurs first.

2. QUOTES + ORDERS

- 2.1.1 **Requesting a Quote:** You may request a Quote from us relating to the potential supply of Goods and Services. Before doing so, we may require you to complete a specification sheet in a form acceptable to us.
- 2.2 **Providing a Quote:** We may provide you a Quote for the potential supply of Goods and Services. The Quote will be based upon the specifications you provide to us in our specification sheet. The Quote may include the price and quantity of the Goods and Services proposed to be supplied by us and other relevant details.
- 2.3 **Specifications.** You acknowledge and agree that:
- 2.3.1 you are responsible for ensuring the accuracy and relevance of details provided to us on the specification sheet;
- 2.3.2 we are not liable for any error, omission or inaccuracy in drawings or specifications you provide to us; and
- 2.3.3 we are not responsible for checking the accuracy or adequacy of any drawings or specifications you provide to us.
- 2.4 **Validity of Quote:** A Quote is valid for 30 days only. We reserve the right to withdraw a Quote at any time before you place an Order.
- 2.5 **Placing an Order:** If our Quote is acceptable to you, you may place an Order for the supply of Goods and Services in accordance with the Quote we provided to you. An Order is not binding until we have provided you in our absolute discretion our written acceptance of the Order. We have a minimum order value of \$100. For any order less than this value a \$20 handling fee will apply.
- 2.6 **Additional conditions:** Unless otherwise agreed by us in writing, these Terms will prevail over, and we will not be bound by, any conditions (express or implied) added or provided by you.

3. PRICE

- 3.1 **Price:** Unless we otherwise agree in writing and subject to clause 3.3, the price charged and payable for the Goods and Services shall be the price in Australian dollars at the date we provide the Quote.
- 3.2 **Fees and taxes.** Any applicable taxes, charges and delivery costs in relation to the Goods and Services will be payable by you in addition to the price. Additional charges may apply for deliveries depending on the delivery location as applicable from time to time.

3.3 **Variation of price:** Prices in any Quote for the supply of Goods or Services are based on the costs prevailing and the specifications supplied at the time of the Quote. Subject to your rights under law, we may (acting reasonably) vary the price, including if:

- 3.3.1 there is any movement in the cost of supplying the Goods or Services specified in your Order, including any Charges; or
- 3.3.2 the Goods or Services specified in your Order are varied from the Goods or Services specified in our Quote.

4. PAYMENT + CREDIT

- 4.1 **Invoice on delivery:** Unless we otherwise agreed, we will issue you an Invoice upon delivery of the Goods or Services specified in your Order.
- 4.2 **Payment terms:** You must make all Payments in full within 30 days from the date of our Invoice or the time period as we may otherwise indicate to you in writing and from time to time based on our assessment of your credit worthiness.
- 4.3 **Payment method:** You must make all Payments in cash, by direct credit to the bank account nominated by us, by credit or by cheque or as otherwise indicated by us in writing.
- 4.4 **Credit:** We may at our discretion grant you a credit limit in accordance with our credit management policy and our determination of your creditworthiness.
- 4.5 **Information:** You acknowledge and agree that we may request you to provide us information to establish your credit worthiness, including your relevant financial information.
- 4.6 **Credit limit:** Unless we otherwise agree in writing, you must not exceed the credit limit granted to you in accordance with these Terms.
- 4.7 **Changes:** We reserve the right at our discretion to change and/or revoke the amount of credit available to you or your payment terms, including without limitation if we consider that your credit worthiness has changed for any reason.

5. PAYMENT DEFAULT

- 5.1 **Consequences:** If you fail to make a Payment in accordance with clause 4, without otherwise limiting our rights, we may in our absolute discretion:
- 5.1.1 charge Default Interest at the rate of 10% per annum;
- 5.1.2 modify any credit limit or payment terms applicable to you;
- 5.1.3 cease supply of any and all relevant Goods and Services until all Payments have been made in full; and/or
- 5.1.4 terminate any Order and these Terms.
- 5.1.5 **Payment of Default Interest:** Default Interest pursuant to clause 5.1 shall be:
- 5.1.6 payable on demand; and
- 5.1.7 calculated daily from the due date to the actual date the Payment is made in full.
- 5.2 **Costs of enforcement:** We may recover from you any costs we incur to collect any Payment.
- 5.3 **No set off:** You may not set off against any Payment any claims which you may have against us.
- 5.4 **Default Interest amount credited first:** Any Payment you make to us shall first be credited

against any Default Interest accrued pursuant to this clause 4.4 to the actual date of Payment.

5.5 **Revocation of credit:** We reserve the right to revoke at any time any credit extended to you because of your failure to make any Payment when due or for any other reason.

6. DELIVERY, RISK + INSURANCE

- 6.1 **Delivery:** Delivery of the Goods and commencement of the Services (as applicable) occurs when you pick up or we deliver the Goods to you, your agent or nominee or to a carrier commissioned on your behalf and/or commence the Services at the place specified by you (as applicable), or as otherwise agreed by us.
- 6.2 **Cost of delivery:** We may charge you the cost of delivering the Goods to you, which will be included in the Payment. You must pay for any further costs after the Goods have been Delivered.
- 6.3 **Instalments:** We reserve the right to make deliveries in instalments and these Terms shall be severable as to such instalments, in which case Payment for each instalment is a condition precedent to subsequent instalments.
- 6.4 **Risk passes on delivery:** The risk in the Goods shall pass to you upon the delivery of the Goods in accordance with clause 6.1.
- 6.5 **Site safety:** You must ensure the Delivery location or your premises are otherwise suitable, ready and safe for the Delivery of the Goods and the commencement of the Services (as applicable).
- 6.6 **Insurance over Goods:** If we request, you must from the delivery date until we have received Payment for all Goods in full, insure the Goods for their full replacement value and provide to us upon our request evidence of such insurance.
- 6.7 **No liability for delay:** We will use reasonable efforts to deliver the Goods to you and commence the Services (as applicable) by the date and to the place specified by you. Without limiting clause 10, if the Delivery of the Goods and/or Services (as applicable) is delayed or you do not comply with clause 6.5 to our satisfaction:
- 6.7.1 we may at your cost take any necessary action to remedy the delay or non-compliance;
- 6.7.2 we shall not be liable for late delivery or delay in delivery; and
- 6.7.3 the delay does not give you the right to cancel an Order or terminate these Terms.

7. SUSPENSION + CANCELLATION

- 7.1 **Cancellation by you:** You may not cancel an Order, or any part of it, unless:
- 7.1.1 we give our written consent; and
- 7.1.2 you pay to us (if required by us in our absolute discretion) a restocking fee equal to 15% of the value of the cancelled Order and all costs reasonably incurred by us in relation to the cancelled Order or the cancelled part of the Order to the date of cancellation. The parties agree that such fees are a reasonable pre-estimate of loss we incur due to your cancellation.
- 7.2 **Suspension of Order:** If as a consequence of your instructions we delay or suspend (but not cancel) an Order or any part of an Order for a period of 20 working days or more, we may:

- 7.2.1 request the payment in full for all work in progress relating to the relevant Order at the time of suspension;
- 7.2.2 vary the price for the uncompleted portion of the relevant Order; and/or
- 7.2.3 cancel your Order.
- 7.3 **Cancellation by us:** We may in writing and at our discretion cancel an Order or delivery of an Order without liability to you if:
 - 7.3.1 we reasonably form the opinion that you are insolvent or at material risk of insolvency;
 - 7.3.2 we determine your credit worthiness is unsatisfactory or that you would not be able to make a Payment on time;
 - 7.3.3 you fail to make a Payment on time; or
 - 7.3.4 we reasonably form the opinion that supplying Goods or Services to you may have a negative impact upon our business or commercial reputation or image, and the obligation to pay fees in clause 7.1.2 will apply to any such cancellation.

8. DEFECTS + RETURN OF GOODS

- 8.1 **Returns:** You must inspect the Goods immediately upon Delivery or otherwise within 14 days of receipt of the Goods and may only return the Goods if:
 - 8.1.1 they do not materially comply with the Order; or
 - 8.1.2 if permitted by law, including the ACL.
- 8.2 **Deemed acceptance:** You will be deemed to have accepted the Goods if:
 - 8.2.1 you do not notify us within the time period specified in clause 8.1;
 - 8.2.2 you put the Goods to commercial use; and/or
 - 8.2.3 you fail to respond to our declaration for acceptance (if any).
- 8.3 **Notification:** If you wish to return any Goods delivered to you, you must give to us:
 - 8.3.1 notice within a reasonable time of your receipt of the Goods; and
 - 8.3.2 the original Invoice details.
 - 8.3.3 A TMAC RMA reference number (to be issued on request)
- 8.4 **Replacement or credit:** If we accept the return of Goods from you, we will at our option either:
 - 8.4.1 replace the returned Goods; or
 - 8.4.2 give a credit or a refund for such Goods.
- 8.5 **Costs to return Goods:** Unless otherwise permitted by law, you must pay for any transportation costs to return the Goods to us.
- 8.6 **Payment for other Goods:** You may not withhold any payment due to us in respect of any other Goods pending the resolution of a return.
- 8.7 **Non-payment of account:** We will not accept notifications under clause 8.2 if there are any amounts outstanding from you.
- 8.8 **Goods damaged in transit:** If the Goods are damaged while being delivered to you, subject to your compliance with this clause 8, we will replace the relevant Goods at no extra charge to you.

9. WARRANTIES + INDEMNITIES

- 9.1 You warrant and represent to us that you have:

- 9.1.1 full power and authority to enter into and do all things required by these Terms; and
- 9.1.2 obtained all consents, permissions and licences necessary to perform your obligations under these Terms.
- 9.1.3 You indemnify and must keep us indemnified against all and any liability (including for injury or death to our personnel) arising in connection with any of the following:
 - 9.1.4 any breach of these Terms by you or your personnel;
 - 9.1.5 injury or death of any person;
 - 9.1.6 damage to property resulting from operation of your equipment; and
 - 9.1.7 your actions, omissions, negligence or misconduct in connection with these Terms.

10. EXCLUSIONS + LIMITATIONS

- 10.1 **Excluded rights:** All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to these Terms, that are not contained in it, are excluded to the fullest extent permitted by law
- 10.2 **Limitations:** No warranty is given and we will not be liable for:
 - 10.2.1 alterations to Goods for which we are not responsible;
 - 10.2.2 defects or depreciation caused by wear and tear, accidents, corrosion, dampness or other abnormal conditions or effects];
 - 10.2.3 damage or failure caused by unusual or non-recommended use, misuse or application of the Goods, including use that is contrary to any warnings, instructions or operating manuals provided by us or otherwise accompanying the Goods;
 - 10.2.4 damage or failure due to use that is contrary to relevant standards, regulations and laws relating to the Goods; or
 - 10.2.5 loss caused by any factors beyond our control; and

In the case of Goods

- 10.2.6 interference with our Services for which we are not responsible;
- 10.2.7 damage or loss caused by unusual or non-recommended use of our Services; or
- 10.2.8 loss caused by any factors beyond our control.
- 10.3 **Indirect loss:** We will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any act or omission by us (including breach, termination or non-observance of the terms of an Order or agreement which incorporates these Terms).

- 10.4 **Total liability:** Our total liability for breach of these Terms or breach of our contractual obligations or duties at law or in equity (however arising) is limited at our option to:

In the case of Goods

- 10.4.1 the replacement of the Goods or the supply of equivalent goods;
- 10.4.2 the repair or rectification of the Goods;
- 10.4.3 the payment of the cost of replacing the Goods or of acquiring equivalent goods; or

- 10.4.4 the payment of the cost of the repair or rectification of the Goods; and

In the case of Services

- 10.4.5 the supply of the Services again; or
- 10.4.6 the payment of the cost of having the Services supplied again.
- 10.5 **No reliance:** You agree that:
 - 10.5.1 you have and will make your own assessment of the fitness for purpose and suitability of any Goods or Services supplied to you;
 - 10.5.2 you do not and will not rely on our skill or judgment nor that of any person by whom any prior arrangements in relation to the acquisition of any Goods or Services were or will be made; and
 - 10.5.3 you have not made nor will make known to us or a manufacturer of goods (directly or indirectly) the particular purpose for which you acquire Goods or Services.
- 10.6 **Third party work:** If we obtain goods or services from a third party in order to carry out your instructions or complete an Order:
 - 10.6.1 we will not be liable for any breach of these Terms if that breach is as a result of or is connected with the supply by a third party of such goods or services;
 - 10.6.2 we acquire such goods or services as agent for you not as principal and will have no liability to you in relation to the supply of these goods or services;
 - 10.6.3 any claim by you in relation to the supply of such goods or services must be made directly against that third party; and
 - 10.6.4 you must pay for such goods or services from the third party plus the cost of or relevant fee for us performing such services as agent for you (whether separately identified or not).
- 10.7 We give no warranty in respect of any goods or services that are supplied or carried out or provided to you by a third party even where forming part of an Order. Any warranties or other rights will be governed by the terms of supply by that provider to you and relevant laws.

11. STATUTORY RIGHTS

- 11.1 **Statutory rights:** Certain statutory guarantees, warranties and rights may apply to your purchase of Goods and Services from us as provided by relevant laws but subject to these Terms as applicable and where permitted by relevant laws.
- 11.2 **No restriction:** Nothing in these Terms excludes, restricts or modifies any condition, warranty, statutory guarantee, right or remedy implied or imposed by common law, statute or regulation which cannot be lawfully excluded, restricted or modified.
- 11.3 **Unfair contract:** If section 23 of the ACL applies to any provisions in these Terms, any such provision(s) shall be void to the extent it is unfair within the meaning of section 24 of the ACL.

12. TITLE

- 12.1 **Subject to the PPSA:** The provisions of this clause 12 are subject to the provisions of the PPSA and clause 13.
- 12.2 **Possession as bailee:** After delivery of the Goods, until the full Payment has been made you shall possess the Goods as bailee only.

- 12.3 **Title:** We will retain absolute title over the Goods until:
- 12.3.1 we have received Payment in full in respect of the Goods; or
- 12.3.2 the Goods are disposed of in the manner prescribed under clause 13.10.
- 12.4 **Identification:** Until full title of the Goods has passed to you, you will ensure that:
- 12.4.1 any identifying plate, mark or packaging number on any of the Goods is not removed, defaced or obliterated; and
- 12.4.2 the Goods are identifiable and distinguishable from any other goods that may be in your possession and as to each particular Invoice of Goods.

13. SECURITY INTEREST

- 13.1 **Security Agreement:** This clause 13 sets out the Security Agreement between you (as **grantor**) and us (as **secured party**).
- 13.2 **Creation of Security Interest:** You grant to us a security interest (**Security Interest**) in the Goods supplied by us to you, including all related proceeds (**Collateral**), as security for all or part of the Payment of any amount relating to the Goods in accordance with these Terms or otherwise. For the avoidance of doubt, this Security Interest is also a Purchase Money Security Interest in the Collateral.
- 13.3 **Ranking:** Subject to the priority rules set out in the PPSA, this Security Interest ranks in priority ahead of all other security interests in the Collateral.
- 13.4 **Perfection:** You irrevocably give us authority to register a financing statement for the Security Interest on the PPSR. This clause does not prevent us from perfecting this Security Interest by any other means in accordance with the PPSA.
- 13.5 **Information:** You must provide us with any information required for us to register a financing statement or a financing change statement for this Security Interest on the PPSR.
- 13.6 **Identification:** Until this Security Interest has been extinguished, you must ensure that, as far as is reasonably practicable:
- 13.6.1 any identifying plate, mark or packaging number on any of the Collateral (including Goods) is not removed, defaced or obliterated; and
- 13.6.2 the Collateral is identifiable and distinguishable from any other goods or products in your possession and as to each particular Invoice of Goods comprising the Collateral.
- 13.7 **Accessions:** You acknowledge that this Security Interest continues to apply to Collateral that becomes an accession to other goods.
- 13.8 **Remedies:** Until this Security Interest in the Collateral has been extinguished, if:
- 13.8.1 you experience a Default Event; or
- 13.8.2 you breach these Terms,
- we may as we see fit and without notice to you, seize, retain or redeem the Collateral, or seek any and all remedies provided under Chapter 4 of the PPSA or any other remedies provided at law or in equity, including those set out in clause 13.9.
- 13.9 **Right of entry:** In addition to any rights given to us under Chapter 4 of the PPSA, you irrevocably:
- 13.9.1 grant us the right to:

- A demand the immediate return of the Goods to us;
- B enter your premises to search for and seize the Goods without notice or liability to you; and
- C retain, sell or otherwise dispose of those Goods in any manner we see fit; and
- 13.9.2 indemnify and us keep indemnified against any claim (including in negligence) in respect of any damage to your property or the premises you occupied or any consequential loss caused by another party arising relating to searching for and seizing any Goods in accordance with this clause 13.9.

- 13.10 **Permitted use and sale:** You may only sell or deal with any of the Collateral (including accessions) in respect of which full Payment has not been received if you obtain our prior written consent.
- 13.11 **Costs:** You must pay all costs incurred by us (including costs on a solicitor-client basis and debt collector's costs) arising out of this Security Agreement, including costs in relation to:
- 13.11.1 seizure, retention, redemption or any other remedy exercised pursuant to this Security Agreement; and
- 13.11.2 the enforcement of our rights under this Security Agreement (including matters incidental to it).
- 13.12 **Extinguishment:** The Security Interest is extinguished only if all obligations under this Security Agreement have been satisfied.
- 13.13 **Waiver:** Sections 95, 118, 121(4), 125, 130, 132 and 135 of the PPSA shall not apply to the extent that they impose obligations on us.
- 13.14 **Waiver of receipt of statements:** You irrevocably waive your to receive from us a copy of any financing statement, financing change statement or verification statement that is registered, issued or received at any time in relation to this Security Agreement.
- 13.15 **Disclosure:** The parties agree that neither party may disclose information that:
- 13.15.1 can be requested under section 275(1) of the PPSA (subject to any exceptions that may apply under section 275(7) of the PPSA); or
- 13.15.2 is protected against disclosure by a duty of confidence.
- 13.16 **Acknowledgement:** You acknowledge due notice of this Security Agreement with acceptance of these Terms.

14. INTELLECTUAL PROPERTY

- 14.1 **Our intellectual property:** All of our Intellectual Property Rights in and relating to the production, development and supply of the Goods or Services, including but not limited to drawings, illustrations, specifications, samples, firmware and other literature remains our property.
- 14.2 **Limited licence:** We grant to you a non-transferrable, non-exclusive, revocable limited licence to use our Intellectual Property Rights in respect of the Goods and Services for the sole purpose of your use of the Goods and Services in accordance with this Agreement.
- 14.3 **Infringement:** You must inform us immediately if you become aware of any third party

intellectual property infringement claim in relation to our Intellectual Property Rights.

14.4 **Confidentiality:** You must keep confidential and shall not use any of our confidential information without our prior written consent.

15. TERMINATION

- 15.1 **Termination:** If a Default Event occurs:
- 15.1.1 we may, without limiting any other right we have under these Terms, terminate any outstanding Order and any contract for the supply of Goods and Services to you; and
- 15.1.2 all Payments and any other monies due under these Terms become immediately payable.
- 15.2 **Effect:** Termination under this clause does not affect our rights or remedies that may have accrued prior to termination.
- 15.3 **Survival:** Any indemnity, obligation of confidence or any other term by its nature intended to survive termination of this Agreement is independent and survives that termination.

16. GST

- 16.1 **Prices exclusive of GST:** Unless otherwise agreed, prices with respect to any taxable supply are exclusive of GST.
- 16.2 **GST payable in addition:** You must pay to us all GST in addition to any other amounts payable by you to us in respect of a taxable supply, which will be payable by you when required to pay for the Goods or Services.
- 16.3 **Issue of tax invoice:** We will issue a tax invoice for any taxable supply to you, which will enable you, if permitted by the GST Law, to claim a credit for GST paid by you.

17. DISPUTE RESOLUTION

- 17.1 The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of it (**Dispute**).
- 17.2 If a Dispute cannot be settled amicably through ordinary negotiations between representatives of the parties, the Dispute shall be referred to the management of each party who will meet in good faith to try and resolve the dispute.
- 17.3 All negotiations connected with the Dispute will be conducted in complete confidence and on a without prejudice basis.
- 17.4 If the Dispute remains unresolved after thirty (30) days from the commencement of such negotiations referred to in clause 17.1, either party may take any further action they see fit, including to commence legal proceedings to resolve the Dispute.
- 17.5 Nothing in this clause 17 prevents a party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief.

18. GENERAL

- 18.1 **Lawful purpose:** You must ensure the Goods and Services are used only for lawful purposes and in accordance with applicable laws.
- 18.2 **Binding:** These Terms bind our successors, administrators and permitted assigns and your executors and permitted assigns or your successors, administrators and permitted assigns (as applicable).
- 18.3 **Assignment:** We may without notice to you assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Terms. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or

obligations under these Terms without our prior written consent.

18.4 **Time of the essence:** Time is of the essence for any date or period under these Terms.

18.5 **New Terms:** If we adopt new terms and conditions for the sale of Goods and Services:

18.5.1 you will be given written notice; and

18.5.2 they will apply to the subsequent supply of Goods and Services.

18.6 **Variation:** We may vary these Terms by providing you 14 days' written notice.

18.7 **Force Majeure:** If a Force Majeure Event occurs, we may:

18.7.1 totally or partially suspend any Order or any deliveries relating to an Order during any period in which we may be hindered due to that Force Majeure Event; and

18.7.2 elect to extend at our discretion the period for performance of an obligation under these Terms as is reasonable in all the circumstances.

18.8 **Severability:** Each clause in these Terms is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.

18.9 **Waiver:** No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.

18.10 **Governing law:** These Terms shall be governed by the laws of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Queensland.

19. INTERPRETATION + DEFINITIONS

19.1 **Personal pronouns:** Except where the context otherwise provides or requires:

19.1.1 the terms **we, us** or **our** refers to **Thew & McCann Pty Ltd** (ABN 47 009 910 758); and

19.1.2 the terms **you** or **your** refers to any person or entity that places an Order with us and agrees (by conduct, notice or otherwise) to be bound by these Terms, including any related company, related party, officer and authorised person of the relevant person.

19.2 **Defined terms:** In these Terms, unless otherwise provided, the following terms shall have their meaning as specified:

ACL means the Australian Consumer Law under the *Consumer and Competition Act 2010* (Cth) as amended.

Charges means any sales tax, excise duties, customs duty, transfer duty, GST or any other taxes, duties or charges applicable in respect of the provision of the Goods and Services.

Default Event means any one of the following events:

- (a) you fail to make any payment when due, whether for the Goods and Services or otherwise;
- (b) if you are a person – you become an *insolvent under administration*;
- (c) if you are a body corporate – you become an *externally administered body corporate*;
- (d) proceedings or applications are commenced or made for the appointment of any persons listed in items (b) or (c) above;
- (e) a mortgagee or their agent enters into possession of your assets;

(f) you cease or threaten to cease carrying on business; or

(g) you experience a change in control or a material change in financial position which in our reasonable opinion adversely affects your ability to meet your obligations under this Agreement.

Default Interest means as defined in clause 4.4.

Delivery means the delivery of the Goods and Services in accordance with clause 6.1.

Force Majeure Event means circumstances beyond our reasonable control, which shall include, but not be limited to compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency, civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, labour or material shortages, riots, insurrections, defaults of our suppliers or subcontractors, delays in transportation, loss or damage to Goods in transit or instructions or lack of instructions from you.

Goods mean goods we sell from time to time, including those set out in our Quote.

GST and **GST Law** mean as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights which currently exist and/or are recognised in the future.

Invoice unless otherwise agreed means the invoice issued upon the delivery of the Goods and Services specified in your Order.

Order means an order for Goods and Services received by us in accordance with these Terms.

Payment means payment of any amount relating to Goods or Services in accordance with these Terms.

PPSA means the *Personal Property Securities Act 2009* (Cth) as amended, including any regulations made pursuant to it.

PPSR means the Personal Property Securities Register.

Quote means a quotation by us for the supply of particular Goods and Services containing details as specified in clause 2.2.

Security Agreement means the security agreement set out in clause 13.

Services mean services we provide from time to time, including those set out in our Quote.