

Terms & Conditions of Sale

All goods are supplied to the Purchaser on the following Terms and Conditions which shall apply to and form part of any contract for the supply of goods and/or services by Sensor Temp Pty Ltd atf The Dalwood Family Trust to another party.

1. Interpretation

- 1.1 **“Supplier”** means Sensor Temp Pty Ltd atf The Dalwood Family Trust A.C.N. 096 442 090 (A.B.N. 39 691 542 279).
- 1.2 **“Purchaser”** means the person, firm or company agreeing to purchase goods and/or services from the Supplier (including any successors, nominees and any Insolvency Administrator appointed to take control of the Purchasers business) and where there is more than one Purchaser, the Purchasers covenants and obligations are joint and several.
- 1.3 **“Contract”** means the contract entered into between the Supplier and the Purchaser for the supply of goods and/or services created when the Supplier accepts purchase orders submitted by the Purchaser whether verbal or written and is approved by the Supplier. These terms and conditions apply to and form part of the entire agreement between the Supplier and the Purchaser.
- 1.4 **“Goods and /or Services”** includes Goods, products and materials manufactured, imported, supplied and/or delivered and Services supplied by the Supplier to the Purchaser as the Purchaser may direct.
- 1.5 **“Date of delivery”** is the date on which the Goods leave the premises of the Supplier.
- 1.6 **“Security Interest”** means a security interest as defined in the Personal Property Securities Act 2008 (PPSA), a mortgage, transfer, pledge, lien or charge, or any security or preferential interest or arrangements of any kind which allows a creditor to have its claims satisfied prior to other creditors from the proceeds of an asset (including but not limited to retention of title).

These Terms and Conditions of Sale may be amended at any time, replaced or deleted from time to time by the Supplier and those altered terms shall form the Contract between the Supplier and the Purchaser in relation to orders and requests placed after notice of the altered terms has been published on the Suppliers website.

2. Pricing

- 2.1 All prices published are recommended selling prices only and are subject to change without notice.
- 2.2 Quotations and published prices may be based on key pricing indicators being foreign currency exchange rates and/or a spot rate in Platinum and Rhodium metals. These prices may vary from the time of the published prices or quotation to the manufacture and supply of the Goods. Any variation will be charged to the Purchaser.

3. Payment

- 3.1 Payment for the Goods and Services supplied by the Supplier to the Purchaser shall become due in full on the date of delivery of the Goods and Services, or within the Suppliers preapproved credit account time frame specified in the Suppliers invoice being 30 days from the end of the month in which the date of the invoice is issued to the Supplier.
- 3.2 Where the Purchaser has an established and approved credit account with the Supplier, The Purchaser shall ensure that payment for the Goods and/or Services is made in accordance with the credit account.
- 3.3 Time for payment shall be the essence of the Contract.
- 3.4 Should the Purchaser not pay the full amount by the due date then the Supplier shall (without prejudice to any other remedy) be entitled to charge interest and administration charges on the amount outstanding at a rate of 2% above the overdraft rate charged to the Supplier by its Bankers from time to time. The Purchaser will also be liable for any legal or other costs incurred by the Supplier incidental to the recovery of the amount outstanding owed by the Purchaser.
- 3.5 In addition to interest the Purchaser will also be liable for any legal costs incurred by the Supplier incidental to the recovery of the amount outstanding.
- 3.6 If the Purchaser delays making payment under the terms of Contract by the due date, the Supplier may, with out prejudice to any other remedy, suspend supply or delivery of any Goods and/or Services to the Purchaser until such payment is made and the Supplier shall be entitled to claim extra expense incurred as a result of the Purchaser's delay.

4. Tax

- 4.1 Unless otherwise agreed in writing the price charged for the Goods and/or Services shall be exclusive of any transaction tax including Goods and Services Tax (GST) as well as any new transaction taxes which come into existence after the date of these terms and conditions. The Purchaser shall be liable to pay that tax at the time it is liable to pay for the goods.
- 4.2 All prices expressed by the Supplier verbally or in writing are GST exclusive amounts.
- 4.3 GST shall apply to all tax invoices at the percentage rate nominated by Australian Government Legislation GST Act.
- 4.4 The Company will provide the Customer with a tax invoice at the time the Goods and/or Services are delivered under this Contract, or on request.

5. Copyright

- 5.1 In regard to the Suppliers catalogues, printed material, diagrams and website, the Supplier own full copyright and its reproduction in whole or part is prohibited without the Suppliers prior approval.

6. Passing of Risk and Retention of Title

- 6.1 Risk in the Goods and/or Services supplied by the Supplier shall pass to the Purchaser upon the dispatch of the Goods and/or Services from the Suppliers premises or collection of the Goods and/or Services by the Purchaser or title of the Goods and/or Services passing to the Purchaser. Notwithstanding risk may have passed to the Purchaser, legal and equitable title to the Goods and/or Services does not pass to the Purchaser until the Purchaser has paid in full for:-
 - a) The Goods and/or Services.
 - b) All other Goods and/or Services supplied by the Supplier to the Purchaser.

- c) All other accounts owed by the Purchaser to the Supplier.
 - d) Taxes applied to all Goods/Services supplied.
 - e) All collection, repossession and/or legal costs incurred by the Supplier have been paid in full plus taxes where applicable.
- 6.2 Until the Purchaser has complied with clause 6.1 (Passing of Risk and Retention of Title) above:
- a) The Supplier holds the Goods and/or Services in a fiduciary capacity as bailee, to be sold by it as agent and on behalf of the Supplier.
 - b) The Purchaser will, if directed by the Supplier, mark and store the Goods and/or Services, separated in good condition, safely and securely in such a way that it is clear that they are the Suppliers property and shall keep records clearly indicating the Suppliers ownership. The Purchaser must pay all storage costs, whether or not the storage is at the Suppliers direction.
 - c) The Purchaser may sell the Goods and/or Services as fiduciary agent for the Supplier to a third party in the normal course of the Purchaser's business by way of bona fide sale at full market value provided that where the Purchaser is paid by the third party the Purchaser holds the proceeds of such sale to the extent of the amount owing by the Purchaser to the Supplier at the time of receipt of such proceeds on trust for the Supplier.
 - d) In the event that the Purchaser uses the Goods in some manufacturing or construction process of its own or some third party, then the Purchaser shall hold such part of the proceeds of such manufacturing or construction process as relates to the Goods on trust for the Supplier. Such part shall be deemed to be equal in dollar terms to the amount owed by the Purchaser to the Supplier at the time of the receipt of such proceeds. The Purchaser must keep that part of the proceeds separate on trust for the Supplier and not mix those proceeds with any other monies.
 - e) The Supplier, its agent and employees have an irrevocable license at any time to enter any premises occupied by the Purchaser (or the premises of any associated company or agent where the Goods and/or Services are located), forcibly if necessary and without notice (without liability for trespass or any resulting damage), to inspect, search for or remove any of its Goods and/or Services and keep or resell any of the Goods and/or services repossessed. The Purchaser shall grant reasonable access rights to its premises to the Supplier and its employees or agents.
 - f) Should the permission of any third party be required for access to the Goods and/or Services, the Purchaser shall obtain such permission at its own expense.
 - g) If the Purchaser sells the Goods and/or Services before it has paid the Supplier in full for them, the money received by the Purchaser as a result of the sales shall be the Suppliers property and the Purchaser must hold that money on a fiduciary basis for the Suppliers account and not mix it with the Purchasers other money, debts or property. The Purchaser must pay that money to the Supplier immediately without demand. The Purchaser shall pay any shortfall between the resale price and the balance of the debt owing to the Supplier including any damages suffered by the Supplier including legal and any other expenses incurred in obtaining the Goods and/or Services. If this contract is terminated, the provision of this clause will survive the termination and continue so that the Supplier may exercise its right under this contract to recover its property and any money due to it.
 - h) If in an insolvency event occurs, the Purchaser shall bear the onus of proving that Goods and/or Services supplied by the Supplier in the Purchasers possession (whether mixed with other Goods and or Services or not) have been paid in full by the Purchaser. If the Purchaser is unable to prove to the satisfaction of the Supplier, that the Goods and/or Services identified as the Suppliers Goods and/or Services have

been paid in full by the Purchaser, then those Goods and/or Services shall be deemed to relate to unpaid invoices outstanding from time to time and such Goods and/or Services are deemed to be the property of the Supplier and may be reposed by the Supplier. The Supplier has the right to trace the proceeds of any sales according to principals.

7. Default

7.1 Should:

- a) The Purchaser fail to pay any amounts when due under a Contract; or
- b) The Purchaser default in the performance of any of its obligations under Contract; or
- c) The Purchaser, if an individual commit an act of bankruptcy, or if a company become subject to external administration within the meaning of the Corporations Law or pass a resolution to wind up, then, in addition and without prejudice to any rights the Supplier has by law:
Then
- d) The Purchaser shall be in breach of Contract and the Supplier shall be entitled to treat the whole of the Contract and any other Contract between the Supplier and the Purchaser as repudiated;
- e) The Supplier may refuse to supply the Goods and/or Services to the Purchaser;
- f) The Supplier shall be entitled to claim return of any Goods and/or Services in the possession of the Purchaser where title has not passed to the Purchaser.

8. Deliveries

- 8.1 The Supplier shall make all reasonable efforts to deliver the Goods and/or Services on the due date agreed between the parties, but shall not be responsible for any consequential, indirect or other loss arising as a result of any failure by the Supplier to deliver the Goods and/or Services at any agreed time or within a reasonable time period. Where no due date for delivery has been agreed upon, the Supplier shall deliver the Goods and/or Services within a reasonable time. Where delivery is to be made during a certain period, the Supplier may at its option deliver the Goods and/or Services in instalments during that period.
- 8.2 Where delay in delivery or non-delivery is due to the Purchaser failing to obtain any necessary approvals, clearances or other prerequisites to delivery or arises as a result of any occurrence reasonably beyond the Suppliers control, the Supplier shall within 30 days if becoming aware of such occurrence notify the Purchaser in writing of the Suppliers inability to deliver and may terminate the Contract if the Supplier shall so determine.
- 8.3 Unless otherwise agreed, Goods supplied shall be of ordinary commercial quality and all standards including but not limited to tolerances of dimension, strength and weight, shall be of such standard as the Supplier generally applies to such type of Goods. The Supplier shall not be liable for over or under delivery of bulk Goods provided that such delivery does not exceed 10% of the ordered quantity.
- 8.4 The Purchaser shall inspect all Goods and/or Services immediately upon delivery/completion or collection. Any claim by the Purchaser with respect to any defect in the manufacture of Goods or Services supplied or any nonconformity to an order for Goods or Services Supplied shall be addressed to the Supplier within seven (7 days) of delivery, completion or collection of the Goods and/or Services effected. The Purchaser waives any claim including but not limited to for shortages in quality, lengths or weight of any Goods delivered if any claim including for short delivery is not lodged with the Supplier within seven (7) days from delivery and/or receipt of the Goods. The date of

delivery provided herein shall be an approximation only based on the Suppliers best judgement and prompt receipt from the application of all necessary data regarding the Goods unless otherwise expressly stated.

- 8.5 Any measures requested by the Purchaser to protect the Goods in storage or transit shall be at the Purchasers expense.

9. Loss or Damage in Transit

- 9.1 Where the Purchasers choice of carrier is used the Supplier is not liable for any loss or damage to Goods and/or Services in transit. The Supplier shall render the Purchaser such assistance as may be necessary to press claims on carriers provided the Purchaser shall have notified the Supplier and the carriers in writing immediately the loss or damage is discovered upon receipt of the Goods and/or Services and shall lodge a claim on the carrier within (3) days of the date of receipt of the Goods and/or Services. The Supplier will repair or replace the Goods and/or Services to the Purchaser as a matter of priority.
- 9.2 Where the Suppliers choice of carrier is used, the Supplier will repair or replace free of charge Goods and/or Services lost or damaged in transit to the Purchaser, provided the Supplier is given written notice from the Purchaser within (3) days of delivery of Goods and/or Services to enable the Supplier to lodge claims with the carrier for loss or damage in transit.

10. Cancellation or Variation

- 10.1 No order may be cancelled or varied except with the consent in writing and on terms which indemnify the Supplier against all losses.

11. Installation

- 11.1 Where a Contract includes installation or commissioning of plant for the Purchaser, the Suppliers liability is limited to correct installation and proper operation of equipment supplied by the Supplier.
- 11.2 The Supplier shall not accept any responsibility whatsoever for the proper functioning of any equipment or services provided by others and if damage to the Suppliers equipment is caused by others the cost of repair or replacement thereof shall be borne by Purchaser.

12. Warranties, Limitation of Liability and Indemnities

- 12.1 Except as provided in these terms, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation or materials or otherwise are expressly excluded. All implied conditions and warranties are excluded to the extent to which they are at law able to be excluded. The liability of the Supplier shall be limited to the cost of replacing defective Goods, the cost of obtaining equivalent Goods or the cost of repairing the Goods at the Suppliers discretion provided that in all such cases cost for dismantling and reassembly shall be borne by the Purchaser.
- 12.2 Subject to paragraph 13.1, this agreement shall exclude the Supplier from any liability arising out of or in connection with the supply, resupply, use or reuse of the Goods, howsoever arising and whether for consequential loss or otherwise, including but not limited to any liability the Supplier may otherwise have had by virtue of any representation, warranty, condition or term whether expressed or implied.
- 12.3 Defects discovered by the Purchaser with Goods supplied within a 12 month period from the date of delivery in regard to manufacture or material supplied by the Supplier and

confirmed by inspection of the Goods by the Supplier, the Supplier will make good the defect as long as the defect is advised in writing to the Supplier as soon as it is discovered. The Purchaser is to arrange for transportation of the Goods to the Supplier so the inspection for approval of replacement or repair can occur. The Supplier must be satisfied that Goods are of legally inadequate quality.

- 12.4 The purchaser indemnifies the Supplier against all costs, claims, expenses or other liability in connection with the delivery to the Purchaser of the Goods prepared, manufactured or dispatched in accordance with drawings, models, descriptions, analyses, prescriptions or other specifications submitted to the Supplier by the Purchaser, including but not limited to actions for alleged infringement of copyright, patents, registered designs or trademarks.
- 12.5 The Purchaser agrees that all intellectual property rights developed by the Supplier relating to the Goods and/or Services or any part and any improvement made to the intellectual property rights of the Supplier in respect of the Goods and/or Services or any part by the Supplier or the Purchaser are the property of the Supplier and the Purchaser derives no right, title or interest in them except a royalty free non-exclusive licence to use the Goods and/or Services for their intended purpose. Subject to the foregoing, the Supplier does not obtain any intellectual property rights in respect of so much of the designs or drawings specified or provided by the Purchaser. Without limiting the foregoing, all improvements, whether or not registerable, developed, made, conceived or first reduced to writing by the Purchaser shall be: (a) owned exclusively by the Supplier and may be used for other customers of the Supplier, and (b) shall be promptly disclosed in writing to the Supplier. The Purchaser shall promptly sign such documents as are reasonable required to allow the Supplier to apply for registration or renewal of the improvements including in respect of the intellectual property rights to which the improvements relate. The Purchaser warrants that in respect of any drawings, plans, specifications or anything else supplied by or on behalf of it which relates to the creation or development of the Goods and/or Services does not infringe the intellectual property rights of any third party.
- 12.6 The Supplier shall take all reasonable steps to care for and maintain any tools or models supplied to it by the Purchaser, provided that all such tools and models shall be insured by, and, where necessary repaired at the expense of, the Purchaser.

13.Data, Performance & Advice

- 13.1 All drawings and printed matter accompanying quotation or in Purchasers possession before or after it accepts quotation are informative only. Performance figures are based on the Suppliers experience and are such as the Supplier would expect to obtain on testing and no liability in respect of any variation thereto shall be accepted by the Supplier unless such performance figures have been specifically guaranteed by the Supplier in writing in which case the performance figures will be subject to recognized tolerance and rejection limits.
- 13.2 It shall be Purchasers responsibility to ensure that the capacity and performance of Goods and/or Services are sufficient and suitable for Purchasers purposes.
- 13.3 Subject to clause 12, any advice, recommendations, information, assistance or service provided by the Supplier in relation to Goods and/or Services supplied or manufactured by it in respect of their use or application is given in good faith and shall be accepted without liability on the part of the Supplier and it shall be the responsibility of the Purchaser to confirm the accuracy and reliability of the same in light of the use to which the Purchaser makes or intends to make of the Goods and/or Services.

14. Personal Property Securities Act 2009 (PPSA)

Unless otherwise defined in these Terms, capitalized terms and expressions used in this clause 14 have the same meaning as they have in the PPSA.

- 14.1 The supplier may register a Financial Statement on the register (including before that Security Interest attaches the Goods) in respect of any Security Interest which it considers arises out of the Contract.
- 14.2 The Purchaser agrees that:
 - a) The Suppliers Security Interest in the Goods (pursuant to clause 6) secures all amounts owing by the Purchaser to the Supplier under the Contract, and
 - b) The Suppliers Security Interest attaches to all the Proceeds of the Goods.
- 14.3 The Purchaser agrees to properly do anything (for example obtaining consents, signing documents, having others sign documents, supplying information, and entering into a subordination or priority arrangement with any other secured party) which the Supplier asks it to do in order to:
 - a) Ensure that the Security Interest arising under the Contract is Perfected and otherwise effective;
 - b) Assist the Supplier to exercise any right in connection with the Suppliers Security Interest.
- 14.4 If the Purchaser has a Security Interest in the Goods (for example under a PPS Lease or Commercial Consignment), the Purchaser agrees to take all steps necessary to:
 - a) Obtain the highest ranking priority possible in respect of that Security Interest (such as duly perfecting a Purchase Money Security Interest in the timeframes specified in the PPSA to ensure that it has priority and noting that the Security Interest is a Purchase Money Security Interest when registering the relevant Financial Statement) and;
 - b) Reduce as far as possible the risk of a third party acquiring an interest in the Goods free of the Suppliers Security Interest or the Purchasers Security Interest or in priority to Purchasers Security Interest.
- 14.5 The Purchaser agrees that any exercise by the Supplier of its rights to enforce any Security Interest in the Goods necessarily involves an exercise of all intellectual property rights relating to the Goods.
- 14.6 The Purchaser certifies that the Goods will be held by it in the furtherance of an enterprise to which an Australian Business Number has been allocated.
- 14.7 The Purchaser waives any right which it may have at any time (including under s157 of the PPSA) to receive a copy of a Verification Statement or any other notice contemplated by the PPSA).
- 14.8 The Purchaser waives any right which it may have to receive anything from the Supplier under s275 of the PPSA and agrees to not make any request of the Supplier under that section. The Purchaser and the Supplier agree that neither party will disclose any information of any kind mentioned in s275 (1) of the PPSA (except as provided for in s275 (7)).
- 14.9 The Purchaser appoints the Supplier as its authorized representative for the purpose of obtaining and authorizes it to obtain, from the holder of any other Security Interest in the Goods any of the information referred to in s275 (1) of the PPSA relevant to that Security Interest.
- 14.10 The parties hereby contract out of each provision of the PPSA which s115 permits, except sections 123, 126, 128, 134 and 135. Nothing in this clause or the provisions of the PPSA referred to in the preceding sentence shall derogate from the terms of the Contract. Where relevant, the Supplier may determine whether it exercises a particular right of power under a provision of the Contract or under the PPSA.

15. Force Majeure

- 15.1 If the performance or observance of any obligations of any Supplier is prevented, restricted or affected by reason of a force majeure event including strike, lock out, industrial dispute, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond the reasonable control of the Supplier, the Supplier may, in its absolute discretion give prompt notice of that cause to the Purchaser. On delivery of that notice the Supplier is excused from such performance or observance to the extent of the relevant prevention, restriction or effect.

16. Credits

- 16.1 Goods and/or Services usually stocked and listed in the Suppliers current price lists may with the Suppliers prior written agreement be credited to 80% of the invoice value thereof if returned within 14 days of delivery free into the Suppliers warehouse in the original packing in an unsoiled and undamaged and re-saleable condition accompanied by a dispatch note stating the Suppliers relevant invoice number, date of purchase and reason for return.
- 16.2 The Supplier reserves the right to refuse to credit any Goods and/or Services returned if the claim is considered unjustified after inspection.
- 16.3 Goods and/or Services made to special order cannot be credited.

17. Hazardous Materials

- 17.1 Where the Supplier sells potentially hazardous materials ("Hazardous Materials") to the Purchaser, the Supplier shall endeavor to provide a Safety Data Sheet ("SDS") applicable to those hazardous materials. If not provided, the onus is on the Purchaser to request the SDS from the Supplier.
- 17.2 The Purchaser agrees to follow the instructions for use and handling of the hazardous materials, and accepts it is the Purchasers responsibility to ensure that its employees, contractors, agents or Purchasers comply with the instructions for use and handling as stipulated in the SDS and/or Warning Labels supplied by the Supplier.
- 17.3 The purchaser hereby indemnifies the Supplier against all losses, damages, claims or other liability arising out of the supply of the hazardous materials by the Supplier to the Purchaser and the use and handling of the hazardous materials by the Purchaser, its employees, contractors, agents or Purchasers.
- 17.4 The information provided by the Supplier in the SDS or Warning Labels is often obtained from the Suppliers own suppliers or other sources, and the Supplier will not be held liable in contract and/or in tort for any reliance placed on such information.
- 17.5 The Supplier reserves the right to withdraw further supply of hazardous materials if the Purchaser, its employees, contractors, agents or Purchasers fail to comply with the conditions of use and handling as stipulated in the SDS and/or Warning Labels.

18. Governing Law

- 18.1 This Contract shall be deemed to have been made in South Australia and is governed by the law of South Australia. Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the Courts of South Australia and waives any objection to the legal action being brought in those Courts on the grounds of venue inconvenient forum.