



Sykes Group Pty Ltd (Sykes) Terms and Conditions of Sale

1. Sale of Products and Additional Services

All sales of Products and Additional Services are subject to these Terms, the additional terms set out in any Quote and any Order Acceptance Form. If there is any inconsistency between these Terms and the Order Acceptance Form, these Terms prevail. If there is any inconsistency between these Terms or the Order Acceptance Form and the additional terms set out in any Quote, the Quote prevails. The terms or conditions of any other document (including the terms on any Customer purchase order) are not valid or binding and do not vary these Terms.

2. Delivery

2.1 Delivery to Delivery Location

- (a) Unless clause 2.1(b) applies, delivery is ex-works at Sykes Premises. Customer must collect the Products within 7 days of Sykes notice that they are ready for collection from Sykes Premises. If Customer does not, then Customer must pay storage fees to Sykes, at the rate specified in the rate card attached to these Terms, for each day (or part-day) the Products remain uncollected. If the Products remain uncollected after 28 days, Sykes may at its option cancel the sale of the Products, and clause 15(c) will apply.
- (b) If the Delivery Location is not Sykes Premises, Customer must pay Sykes the delivery charges specified in the Quote. The Products are deemed delivered: within Australia, when they arrive at the Delivery Location; or outside Australia, when Sykes has fulfilled the requirements of the Incoterms Delivery Clause.

2.2 Time for delivery

Any delivery date notified by Sykes to Customer is an estimated date only. Sykes will use reasonable efforts to meet the dates, but they are not binding on Sykes. To the extent permitted by law, Sykes is not liable to Customer for any Loss arising out of, or in connection with, any delay in delivery for any reason.

2.3 Additional Services

If Customer requests and Sykes agrees, Sykes (or its subcontractors) will provide Additional Services to Customer. Customer must pay to Sykes fees for those Additional Services at the rate advised by Sykes and agreed to by Customer prior to the performance of the Additional Services.

3. Title and risk

3.1 When title and risk pass

Risk of loss or damage to the Products passes to Customer when the Products leave Sykes Premises. Title to the Products passes to Customer when Sykes has received payment in full from Customer, in cleared funds, of all amounts due under these Terms in respect of those Products.

3.2 Before title passes

Until title to a delivered Product passes to Customer under clause 3.1.

- (a) Customer may use the Product in the ordinary course of business, but must ensure the Product is protected from loss or damage, retained in a state of merchantable quality and clearly identified as Sykes property;
- (b) Customer must not without Sykes prior written consent:
 - (1) permit the Product to become comingled with or an accession to or be affixed to any other asset;
 - (2) change its name without 21 days' notice to Sykes;
 - (3) relocate its principal place of business outside Australia or change its place of registration or incorporation;
 - (4) remove the Product from Customer's premises;
 - (5) if the Delivery Location for the Product is in Australia, move the Product outside Australia;
 - (6) alter the Product without Sykes prior written consent;
 - (7) create any security interest over the Product; or
 - (8) sell, sub-lease or dispose of its interest in, possession or control of the Product; and
- (c) Sykes may enter Customer's premises at reasonable times to inspect the Products.

3.3 Insurance

Customer must, at its own cost, effect and maintain, with a reputable insurer, insurance over the Products with a liability limit of at least the full replacement cost of the Products, from the time risk in the Products passes to Customer until the time title to the Products passes to Customer under clause 3.1. Customer must ensure the insurance notes Sykes as an interested party. Customer must, upon request, provide Sykes with certificates of currency for the insurance. If

Customer does not effect or maintain the insurance, or provide Sykes with certificates of currency on request, Sykes may at its option obtain or maintain the insurance and recover (or set-off) the cost of doing so from Customer.

4. Products

4.1 Changes to Products

- (a) Sykes may change the Specifications of the Products, provided that any such changes:
- (1) do not materially alter the form, fit or functionality of the Products;
 - (2) result in Products of the same or higher quality; or
 - (3) do not cause the Products to breach a Non-excludable Obligation.
- (b) If Sykes wishes to change the Specifications of the Products in a way which:
- (1) materially alters the form, fit or functionality of the Products; or
 - (2) results in Products of a lower quality,
- Sykes must provide 14 days' notice to Customer of such changes and Customer may cancel the order for the Products by notice to Sykes during the 14 day notice period.
- (c) No request from Customer for changes to the Products is binding on Sykes unless both parties have agreed to the variation in writing signed by both parties.

4.2 Customer obligations

Customer must ensure that it uses, stores and otherwise handles the Products in accordance with:

- (a) the User Manual (to the extent applicable);
- (b) any other reasonable directions of Sykes; and
- (c) all applicable laws.

4.3 Product safety

Provision of the Products or Additional Services by Sykes in no way reduces Customer's obligation to ensure that their use of the Products and Additional Services and the relevant operating environment is safe and in accordance with applicable occupational health and safety laws, including where appropriate the incorporation of a fail safe device.

5. Price

- (a) Subject to the remainder of this clause 5(a), all Quotes are valid for 30 days. Prior to Customer accepting a Quote by submitting an order to Sykes, Sykes may vary the Quote by notice to Customer if the exchange rate varies by more than 5% or there is a material change in input costs.
- (b) The Price, unless otherwise agreed, is ex-works and includes no amounts for packaging, delivery, freight or loading charges, insurance, customs duty, excises or any other taxes, installation, commissioning or testing of the Products, or training in the proper use of the Products. If Sykes agrees to incur any of these costs on Customer's behalf, Customer must pay for those costs at the prices notified by Sykes to Customer at the time Sykes agrees to incur such costs.
- (c) Sykes may increase the Price by the full amount of any costs it incurs in connection with a Carbon Scheme.
- (d) Unless expressly included, the consideration for any taxable supply made under or in connection with these Terms does not include GST. Customer must pay the GST relating to any taxable supply made by Sykes at the same time as it must pay for the taxable supply under these Terms.

6. Payment

- (a) If the Quote accepted by Customer specifies the payment of a Deposit, Customer must pay the Deposit to Sykes within 5 days after placing an order. No order is binding until Sykes has received the Deposit.
- (b) The Order Acceptance Form must be signed by Customer and returned to Sykes.
- (c) Unless clause 6(d) applies, Customer must pay the Price, any amounts payable for storage, delivery, Additional Services or under clause 5(b), and any other costs payable by Customer under these Terms, within:
- (1) the time period specified in the Quote; or
 - (2) if no time period is specified in the Quote, within 14 days after the date of Sykes invoice.
- (d) Sykes is not required to release the Products until it has received payment for all amounts relating to them.

- (e) If Customer has a credit account with Sykes, and Sykes has approved Customer's credit for the Products, Customer must pay to Sykes all amounts in each invoice from Sykes within 30 days after the date of the invoice, unless otherwise agreed in writing by Sykes.
- (f) Customer must pay all amounts due under these Terms in Australian dollars, in full, without any set-off or deduction.
- (g) If Customer fails to make any payment by the due date set out in this clause 6, then:
 - (1) it must pay to Sykes on demand interest on the amount outstanding from the day payment was due until the day it is paid, at the ANZ Business Overdraft Indicator Lending Rate (or its replacement) plus 2%, accruing daily; and
 - (2) Sykes may retain possession of any Products and suspend delivery of further Products until payment is received.

7. Repossession

- (a) If Customer does not pay to Sykes when due any amount relating to a Product, or if the sale of a Product is cancelled before title passes to Customer under clause 3.1, Sykes may:
 - (1) enter the premises where the Product is located, and repossess the Product;
 - (2) sever the Product from any structure to which it is affixed; and
 - (3) unless the sale is cancelled for convenience by Sykes, by mutual consent, or by exercise of Customer's rights under the Australian Consumer Law, Sykes may retain all amounts paid by Customer in relation to the Product.
- (b) Customer indemnifies Sykes against any Loss Sykes suffers, incurs or is liable for arising out of or in connection with Sykes exercise of its rights under clause 7(a).

8. Intellectual Property

- (a) Customer acknowledges and agrees that Sykes owns all rights, including intellectual property rights, in the Sykes IP. Customer acquires no rights in the Sykes IP or any other material provided by Sykes.

- (b) Customer must:
 - (1) not represent itself as the owner of or having any interest in the Sykes IP or any part of the Sykes IP except as otherwise agreed to in writing by Sykes;
 - (2) not use or allow the use of the Sykes IP for any purpose except lawful use of the Products in accordance with the User Manual;
 - (3) do all acts and things reasonably required by Sykes to defend Sykes IP including the provision of any evidence required by Sykes for use in the preparation or conduct of any proceedings relating to unauthorised use or infringement of Sykes IP;
 - (4) not register or apply to register rights in relation to the Sykes IP, and must not challenge or impair the Sykes IP;
 - (5) not modify, reverse engineer or make a copy of the Sykes IP for any purpose; and
 - (6) do all other acts and things that may be reasonably required by Sykes to ensure the protection of the Sykes IP.
- (c) To the extent that any intellectual property rights relating to the Products or any improvement do not vest in Sykes, Customer hereby assigns, and must procure any third party to assign, all such intellectual property rights to Sykes. Customer must (and must procure any third party to) execute any documents and do all things to effect the assignment of intellectual property rights in the Products and improvements in Sykes.
- (d) Customer must immediately notify Sykes of any issue, claim, demand, threat, notice of proceedings or cause of action (whether contingent, accrued or otherwise) against Customer relating to any Sykes IP (**Proceedings**).
- (e) Customer has no right to:
 - (1) enter into any settlement discussions of any nature in relation to the Proceedings;
 - (2) settle or compromise the Proceedings in any way; or
 - (3) take any action in relation to the Proceedings,
 without Sykes prior written consent.

- (f) Sykes may, in its absolute discretion, take over the conduct or handling of any Proceedings to the exclusion of Customer.

If Sykes does so:

- (1) Sykes must indemnify Customer against any liability for costs relating to the Proceedings from the date Sykes elects to take over the Proceedings;
- (2) Sykes is entitled to benefits, if any, of the Proceedings and is liable for any award of damages or other liability resulting from the Proceedings; and
- (3) Customer appoints Sykes as its attorney to do in the Customer's name all acts, matters and things that Sykes thinks fit in respect of the conduct of the Proceedings and Customer must furnish Sykes with all assistance and information in that regard as Sykes may reasonably request.

- (d) The parties acknowledge and agree that Sykes may collect personal information about individuals including an individual's name, street, postal and email addresses, telephone and fax numbers, professional information, financial and bank account details and consumer credit information.

- (e) Customer acknowledges, accepts and agrees:

- (1) to Sykes handling personal information collected by Sykes pursuant to these Terms in accordance with Sykes privacy statement available from <https://sykes.com/privacy>
- (2) that Sykes may collect and use personal information of the Customer and disclose it to its related bodies corporate and other third parties (such as its supplier); and
- (3) that without collecting and using such information, Sykes may not be able to properly provide the Products and Additional Services.

9. Confidential Information and Privacy

- (a) Subject to the remainder of this clause 9, each party must keep confidential the other party's Confidential Information, and not disclose it except with the other party's prior written consent.
- (b) Nothing in these Terms prohibits disclosure by a party of information which is in the public domain (other than as a wrongful act of that party); or required to be disclosed by law or any government agency having authority over a party, but before making any such disclosure, the party must to the extent reasonably possible, provide the other party with sufficient notice to enable it to seek a protective order or other remedy.
- (c) Sykes may disclose Customer's information to its related bodies corporate and other third parties (such as its suppliers). Customer must, to the extent permitted by law, obtain from its employees or contractors, written authorisation for Customer to disclose to Sykes, and Sykes to collect, use and disclose to its related bodies corporate and other third parties, personal information about those employees or contractors.

10. PPSA

10.1 General

- (a) Words and phrases in clause 3.2 and this clause that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context indicates otherwise.
- (b) Customer must fulfil its obligations under this clause 10 at its own expense and must reimburse Sykes costs in connection with any of Customer's obligations under this clause.

10.2 Customer provides assistance

- (a) If Sykes determines that these Terms or a transaction connected with them is or contains a security interest, Customer agrees to do anything (including supplying information, obtaining consents, signing and producing documents and getting documents completed and signed) which Sykes reasonably requests for the purposes of:
 - (1) ensuring the security interest is enforceable, perfected and effective;
 - (2) enabling Sykes to apply for registration, complete any financing statement or give any notification in connection with the security interest so Sykes has the priority required by it; or

- (3) enabling Sykes to exercise rights in connection with the security interest.
- (b) If Customer holds any security interests and if failure by Customer to perfect such security interests would materially adversely affect Sykes business or security interests, Customer agrees to perfect that security interest and to implement, maintain and comply in all material respects with, procedures for perfection of those security interests. Customer will take all steps under the PPS Law to continuously perfect any such security interests including all steps necessary:
 - (1) for it to obtain the highest ranking priority possible in respect of the security interest; and
 - (2) to reduce as far as possible the risk of a third party acquiring an interest free of the security interest.
- (c) Customer must cause any financing statements required under clause 10.2(a) or 10.2(b) to be registered
- (d) in accordance with the PPS Law and, in any event, at such times as Sykes may direct to maintain the priority required by Sykes. If Sykes considers in its absolute discretion that Customer has not taken steps to cause any such financing statements to be registered in respect of Customer's security interests, Customer authorises Sykes to act on Customer's behalf to register such financing statements on Customer's behalf.

10.3 Notices and information related to PPSA

- (a) Sykes need not give any notice under the PPSA, unless the PPSA requires the notice to be given, and the obligation cannot be excluded.
- (b) In respect of each delivered Product for which title has not passed to Customer under clause 3.1, Customer must notify Sykes: (1) as soon as it becomes aware that any personal property which does not form part of the Product becomes an accession to the Product and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession; (2) as soon as it becomes aware that the Product is located outside Australia (unless the Delivery Location is outside Australia); and (3) upon Sykes request, of the present location of the Product.

- (c) Neither Sykes nor Customer will disclose information of the kind mentioned in section 275(1) of the PPSA, unless disclosure is otherwise permitted under these Terms. Customer will not authorise, and will ensure that no other party authorises, disclosure of such information.

11. Product warranties

- (a) The Products and Additional Services come with guarantees that cannot be excluded by the Australian Consumer Law. For major failures with an Additional Service, Customer is entitled to:
 - (1) cancel its services contract with Sykes; and
 - (2) a refund for the unused portion, or to compensation for its reduced value.

Customer is also entitled to choose a refund or replacement for major failures with Products. If a failure with the Products or an Additional Service does not amount to a major failure, Customer is entitled to have the failure rectified in a reasonable time. If this is not done, Customer is entitled to a refund for the Products and to cancel the contract for the Additional Services and obtain a refund of any unused portion.
- (b) The benefits provided to Customer under this clause 11 are in addition to other rights and remedies available to Customer under applicable law.
- (c) Sykes provides certain warranties depending on the nature of the Products and Additional Services ordered by Customer. Details of the warranties applicable to Customer and how Customer can claim such warranties will be provided with delivery of the Products.
- (d) Any warranty provided by Sykes relating to the Products does not apply to any error, fault or defect in a Product that is caused or contributed to by:
 - (1) installation, operation or maintenance of the Product that is not in accordance with the User Manual;
 - (2) improper use of the Product;
 - (3) repairs, adjustments, attachments or alterations to the Product carried out by any person other than Sykes;
 - (4) the Product being in a corrosive environment, or an environment

that does not comply with the User Manual;

- (5) continued operation of the Product after a fault or defect has become apparent;
- (6) failure by Customer to make the Product available to Sykes for repairs after Customer has been notified of a potential product problem;
- (7) any accident or other incident resulting in damage to the Product; or
- (8) normal wear and tear.

12. Customer's indemnity

Customer indemnifies Sykes, its directors, officers and employees (**indemnified persons**), and must keep them indemnified, against any Loss an indemnified person suffers, incurs or is liable for arising from or in connection with Customer's improper use of the Products (including in contravention of the User Manual) or breach of these Terms.

13. Limitation of Sykes liability

13.1 Non-excludable obligations

- (a) Nothing in these Terms operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute if to do so would:
 - (1) contravene the statute; or
 - (2) cause any of these Terms to be void (**Non-excludable Obligation**).
- (b) Subject to clause 13.1(c), Sykes liability for a failure to comply with any Non-excludable Obligation is limited to: (1) in the case of services, the cost (or payment of the cost) of supplying the services again; and (2) in the case of goods, the cost (or payment of the cost) of replacing the goods, supplying equivalent goods or having the goods repaired.
- (c) Clause 13.1(b) does not apply to:
 - (1) a guarantee as to title, encumbrances or quiet possession under the Australian Consumer Law; or
 - (2) goods or services of a kind ordinarily acquired for personal, domestic or household use or

consumption. Sykes liability in respect of the matters mentioned in this clause is not limited by these Terms.

13.2 Other liability

- (a) Except in relation to Non-excludable Obligations, and any warranty expressly provided by Sykes to Customer, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute are expressly excluded under these Terms.
- (b) Except in relation to Non-excludable Obligations, Sykes liability arising directly or indirectly in connection with these Terms and whether arising under any indemnity, statute, in tort (for negligence or otherwise) or on any other basis in law or equity is limited as follows:
 - (1) Sykes is not liable for any indirect or consequential losses or any loss of revenue, loss of profit, loss of business opportunity, economic loss, loss of data or systems, loss of use, payment of liquidated sums, penalties or damages under any agreement sustained by Customer or any other person arising from or in connection with these Terms; and
 - (2) subject to clause 13.2(b)(3), Sykes total aggregate liability under or in any way connected with these Terms is limited to 25% of the Price of the Products to which the claim relates; and
 - (3) to the maximum extent permitted by law, Sykes excludes all liability with respect to telemetry data.

14. Force majeure

If any reason outside a party's reasonable control prevents or delays performance of any obligation under these Terms, that obligation is suspended while that reason continues. If the reason continues for 3 months, the other party may cancel the sale immediately by notice. This clause does not apply to an obligation to pay money.

15. Cancellation of sale

(a) Sykes may cancel the sale of the Products immediately by notice to Customer if:

- (1) Customer breaches these Terms and fails to remedy that breach after being provided with 14 days written notice to do so;
- (2) Customer closes or disposes of all or a substantial part of its business; or
- (3) there is a Change of Control of Customer.

(b) Customer may cancel the order within 14 days of placing the order or before the order is dispatched, whichever is earlier. Customer must contact Sykes directly in writing of their intention to cancel the order, at which time the Customer will be advised of the requirements to complete the order cancellation. Customer's order will remain open until written confirmation is received by Customer from Sykes, advising of the cancellation.

(c) If the sale of a Product is cancelled under sub-clauses (a) or (b) of this clause 15, then Customer must:

- (1) forfeit any Deposit;
- (2) if the Product is a Stock Item, pay to Sykes on demand a cancellation fee of 10% of the Price of the Product less any Deposit amount, which represents Sykes reasonable costs in processing the cancellation, plus any freight costs incurred by Sykes;
- (3) if the Product is a Special Order Item, pay to Sykes on demand all costs and expenses incurred by Sykes (including labour, materials, service or administration time) in relation to preparing the Products for Customer less any Deposit amount; and
- (4) at Sykes election, return or destroy all Sykes IP and other Confidential Information of Sykes.

16. Suspension of the provision of Products and Additional Services

Sykes may at any time, by notice to that effect to Customer, suspend the provision of any or all of the Products or Additional Services to Customer if:

(a) Customer fails to pay any amount due to Sykes or is otherwise in breach of a clause of these Terms; or

(b) any third party supplying to Sykes goods or services required for the provision of any of the Products or Additional Services is unable to provide goods or services and Sykes is unable to obtain such goods or services from another source at a reasonable cost.

17. Return of Products and shortfalls

17.1 Return authorisation

If Customer wishes to return a Product, it must:

- (a) contact Sykes to obtain a return authorisation form; and
- (b) return the Product to Sykes along with the return authorisation form.

17.2 Returns

Subject to clauses 17.1, 17.3, 17.4 and 17.5, Customer may be entitled to return a Product to Sykes in the following circumstances:

- (a) Products ordered in error
 - (1) If Products are returned on or before 14 days of receipt of the Products a restocking fee of \$30 or 15% of the Price, whichever is the greater, will be applicable.
 - (2) If Products are returned after 14 days of receipt of the Products by Customer, Sykes has the right to decline the return.
 - (3) All incidental costs associated with returning the Products to Sykes will be the responsibility of Customer.
- (b) Products supplied incorrectly by Sykes
 - (1) Products supplied incorrectly by Sykes can be returned by Customer for a full credit within 14 days of Customer's receipt of the Products. If Customer fails to notify Sykes within this timeframe, Sykes has the right to decline the return.
 - (2) All reasonable incidental costs associated with returning the Products to Sykes will be the responsibility of Sykes.

- (c) **Damaged Products**
- (1) If Products are supplied to Customer in a damaged condition, Customer must notify Sykes within 14 days of Customer's receipt of the Products. If Customer fails to notify Sykes within this timeframe, Sykes has the right to decline the return.
 - (2) Photos of damaged Products and Product packaging may be required by Sykes before a return authorisation form is issued to Customer by Sykes.
 - (3) Once the return authorisation form has been supplied to Customer:
 - (i) Customer must complete and return the return authorisation form to Sykes together with the damaged Products;
 - (ii) Sykes will either provide Customer with a replacement of the damaged Product or a credit note for the Price of the damaged Product at Sykes election; and
 - (iii) all reasonable incidental costs associated with returning the damaged Products to Sykes will be the responsibility of Sykes.

17.3 Freight damage

- (a) Where Customer has nominated their own transport, any claims for in transit damage of Products are between Customer and Customer's nominated transport carrier.
- (b) For deliveries where Sykes has used their transport carrier, all claims will be subject to the relevant transport company's internal investigation.

17.4 Condition requirements

- (a) All Products, whether supplied correctly or in error, must be returned by Customer in an unused, undamaged condition (unless caused by Sykes) and in the original packaging in a saleable condition.
- (b) Products in sealed packaging (i.e. electrical components) that have been opened cannot be returned for credit unless otherwise agreed by Sykes.

17.5 Special Order Items

Unless clause 11 applies, Special Order Items are unable to be returned to Sykes.

17.6 Product shortfall

- (a) Customer must inspect all Products at the time of delivery for quantity received.
- (b) If Customer determines that Products have been short supplied by Sykes, Customer must notify Sykes within 7 days of Customer's receipt of the Products.
- (c) Sykes will investigate the Product shortfall.
- (d) If Sykes reasonably determines that the Product shortfall is the fault of Sykes, additional Product to remedy the shortfall will be supplied by Sykes to Customer at no additional charge.
- (e) If the Product shortfall is reasonably determined by Sykes to be the fault of Customer's nominated transport company, Sykes will have no liability with respect to the Product shortfall and Customer will need to place a claim with the specific transport company.

18. General

- (a) Any notice or other communication under these Terms must be in writing and sent to the address or email address advised by the other party.
- (b) Notice is deemed to be given by the sender and received by the addressee:
 - (1) if delivered in person, when delivered to the addressee;
 - (2) if posted, at 4.00pm (addressee's time) on the 7th business day after the date of posting to the addressee, whether delivered or not; and
 - (3) if sent by email, 4 hours after the time the email was sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a business day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next business day. In this clause business day means a day that is not a Saturday, Sunday or public holiday in the place of receipt of the notice or communication.

- (c) Sale of the Products is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- (d) A variation to these Terms must be in writing and signed by the parties.
- (e) Sykes may subcontract any of its obligations, or assign its rights and obligations, under these Terms without Customer's consent. Customer may not assign any of its rights or obligations under these Terms without Sykes prior written consent, which Sykes may withhold at its absolute discretion.
- (f) The United Nations Convention on Contracts for the International Sales of Goods 1980 does not apply to the sale of the products.

19. Definitions

The meanings of words used in these Terms are set out below:

Additional Services: delivery, packaging, installation, commissioning, testing or training services provided by Sykes to Customer.

Australian Consumer Law: Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and the corresponding provisions of the *Fair Trading Act 1987* (NSW).

Carbon Scheme: a requirement imposed by law or any government or a governmental, semi-governmental or other body authorised by law, relating to greenhouse gas emissions.

Change of Control: in relation to Customer, the occurrence of an event or circumstance where a third party becomes able to do one of the following things (whether alone or together with any "associates" (as that term is defined in the *Corporations Act 2001* (Cth)) and whether directly or indirectly or through one or more intervening persons, companies or trusts):

- (a) control the composition of more than one half of Customer's board of directors;
- (b) be in a position to cast, or control the casting of, more than one half of the maximum number of votes that might be cast at a general meeting of the members of Customer or its ultimate holding company; or
- (c) hold or have a beneficial interest in more than one half of the issued share capital of Customer or its ultimate holding company.

Confidential Information: these Terms, any Quote and any Order Acceptance Form and all information belonging or relating to a party, whether oral, graphic, electronic, written or in any other form, including any information concerning a party's business such as products, work processes, employees, customers, services, technical information, intellectual property, ideas, designs, and programs, that is:

- (a) or should reasonably be regarded as, confidential to the party to whom it belongs or relates; or
- (b) not generally available to the public at the time of disclosure other than by reason of a breach of these Terms.

Customer: the customer named in the Quote.

Delivery Location: the delivery location specified in the Quote.

Deposit: an amount equal to 20% of the Price for the Products and any amounts payable for Additional Services.

GST: any applicable goods and services tax or value-added tax

Incoterms Delivery Clause: the clause of the Incoterms 2010 rule set out in the Quote.

Loss: any claim, action, damage, loss, liability, cost, charge or expense a party pays suffers, incurs or is liable for.

Non-excludable Obligation: is defined in clause 13.1(a).

Order Acceptance Form: a document signed and issued by Sykes in response to an order placed by Customer.

PPS Law: the PPSA and any amendments made at any time to the Corporations Act 2001 (Cth) or any other legislation as a consequence of the PPSA.

PPSA: the Personal Property Securities Act 2009 (Cth).

Price: the price set out in the Quote for sale of the Products.

Products: the products set out in the Quote.

Sykes IP: the intellectual property rights (including any application to apply for such rights) in:



- (a) any Products or Additional Services, their design, product requirements and other technical details; and
- (b) any improvements to any of them.

Sykes Premises: Sykes premises set out in the Quote.

Quote: means any quotation document issued by Sykes, attached to, overleaf or otherwise accompanying these Terms.

Special Order Item: an item that is not stocked by Sykes and has been specifically ordered in or manufactured.

Specifications: specifications provided by Sykes to Customer for the Products, as amended from time to time in accordance with clauses 4.1(a) and/or 4.1(b).

Stock Item: an item that is stocked by Sykes.

Terms: means these terms and conditions.

User Manual: includes all documents provided by Sykes relating to installation, operation or maintenance of a Product.



STORAGE RATES PER WEEK AFTER THE FIRST WEEK

Product Type	Rate
Pumps	\$100.00
Parts	\$50.00
Pallet for parts	\$50.00