

Standard Terms & Conditions of Trade

To the fullest extent legally possible, all dealings between Cortrols Pty Ltd ACN. 005 756 516 ("Cortrols") & any Customer ("the Customer") relating to any products or services are subject to the following Terms & Conditions of Trade ("these Terms") unless otherwise agreed in writing.

1. Price and Payment: a) At the Company's sole discretion, for certain approved Customers payment will be due thirty (30) days net EOM. b) Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Customer and the Company. c) Cortrols quoted or tendered prices are fixed for sixty (60) days unless otherwise specified in the applicable quote or tender. After sixty (60) days (or any longer period specified) prices will be at Cortrols ruling price at the time of delivery &/or installation (whichever is later). d) Government imposts and GST will be additional to any price quoted unless specified otherwise. e) Time for payment for the Goods/Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods/Services. f) The Company may withhold delivery of the Goods/Services until the Customer has paid for them. g) The Price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Company. i) The Price may be subject to escalation after the price has been accepted by the customer. The Company may increase the accepted Price during the term of supply of the Goods/Services where it incurs an increase in costs to its production or cartage, which increase shall be termed an "escalation"

2. Limitation Of Liability: a) The Customer will limit any claim upon Cortrols relating to products, to the cost of replacement of products or the supply of equivalent products & relating to services, to the cost of having services supplied again b) Cortrols shall not be liable for any claim arising after 7 days from date of delivery of products or performance of services (or at all once products have been unpacked, modified, on-sold or otherwise used or applied) after which there shall be deemed to be unqualified acceptance c) Cortrols will not be liable in any way for any contingent consequential direct indirect special or punitive damage arising whether due to Cortrols's negligence or otherwise & the Customer acknowledges this limit of liability & agrees to limit any claim accordingly d) No other term condition agreement warranty representation or understanding whether express or implied in any way extending to or otherwise relating to or binding upon Cortrols is made or given e) Cortrols will not be liable for any claim relating to any alleged fault or defect caused or contributed to by the Customer or any 3rd party.

3. Insurance: The Customer agrees to insure Cortrols from any liability claim or damage arising in any way; whether directly or indirectly under a) part VA of the Trade Practices Act or b) these Terms, which insurance will note the insured interest of Cortrols.

4. On-Sale: The Customer agrees that upon on-sale or disposition of any products, to inform every 3rd party directly or indirectly involved (including any Owner, Builder, Project Manager or Head Contractor) of these Terms & in particular of clauses 3, 4 & 28.

5. Placement Of Orders: a) if any dispute arises concerning any order (including any measurement quality quantity identity or authority or any phone fax e-mail or computer generated order) the internal records of Cortrols will be conclusive evidence of what was ordered b) each order placed shall be & be deemed to be a representation made by the Customer at the time that it is solvent & able to pay all of its debts as & when they fall due c) failure to pay in accordance with these Terms shall be & be deemed to be conclusive evidence that the Customer had no reasonable grounds for making the representation referred to in 7.b) & that the representations were unconscionable, misleading & deceptive d) when any order is placed, the Customer shall inform Cortrols of any material facts which would or might reasonably affect the commercial decision by Cortrols to accept the order &/or grant credit in relation thereto. Any failure to do so shall create & be deemed to create an inequality of bargaining position shall constitute & be deemed to constitute the taking of an unfair advantage of Cortrols & to be unconscionable, misleading & deceptive.

6. Delivery & Installation: a) Cortrols accepts no responsibility for delivery or installation unless expressly forming part of a written quote or tender which has been accepted in writing but may elect to arrange delivery &/or install at its discretion & without any liability & at the Customer's costs & responsibility in all things b) Cortrols reserves the right to charge for any delivery or installation c) Cortrols will not be liable for delay, failure or inability to deliver or install e) Frustrated Delivery &/or installation: If for any reason outside the control of Cortrols, the time spent in attempting delivery &/or install exceeds 30 minutes more than fairly estimated by Cortrols or requires more than one attempt, the Customer will pay all additional costs relating thereto together with a loading of 10% to cover administration costs. d) Immediately upon delivery the Customer accepts liability for the safe custody of products.

7. Indemnity: The Customer indemnifies Cortrols against any claim, loss or costs arising from or related in any way to any dealing between Cortrols & the Customer or anything arising therefrom or as a result of any breach of these Terms or the Trade Practices Act.

8. Exclusions: a) No dealing with the Customer shall be or be deemed to be a sale by sample or description b) If Cortrols publishes material about its products & prices, anything which is incompatible with these Terms is expressly excluded c) the Customer will rely on its own knowledge & expertise in choosing any product for any purpose d) Any advice or assistance given for or on behalf of Cortrols shall be accepted at the Customer's risk & shall not be or be deemed given as expert or adviser nor to have been relied upon.

9. Default or breach by the Customer of these Terms or in any dealings with Cortrols will entitle Cortrols to retain all monies call-up all monies owing whether currently due or not cease further deliveries, commissioning and/or installation and to decommission any products or system incorporating any products & recover from the Customer all loss of profits without prejudice to any other rights under these terms or generally at law.

10. Default and Consequences of Default: a) Interest a rate of 3.0% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act (1983) is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party. b) If the Customer defaults in payment of any invoice when due, the Customer shall indemnify Cortrols from and against all the Cortrols' costs and disbursements including on a solicitor and own Customer basis and in addition all costs of collection. c) Without prejudice to any other remedies Cortrols may have, if at any time the Customer is in breach of any obligation (including those relating to payment), Cortrols may suspend or terminate the supply of Goods/Services to the Customer and any of its other obligations under the terms and conditions. Cortrols will not be liable to the Customer for any loss or damage the Customer suffers because Cortrols exercised its rights under this clause.

d) In the event that: (i) any money payable to the Company becomes overdue, or in the Cortrols' opinion the Customer will be unable to meet its payments as they fall due; or (ii) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (iii) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer; then without prejudice to Cortrols' other remedies at law: Cortrols shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable.

11. Severability: Any part of these Terms can be severed without affecting any other part.

12. Products a) Cortrols disclaims any responsibility or liability relating to products i) modified to designs drawings specifications or measurements etc or with materials which are provided or approved (whether in part or fully) by or on behalf of the Customer ii) stored handled or used incorrectly or inappropriately b) The Customer agrees to check all products and components for compliance with all applicable Standards & regulatory bodies before use, on-sale or application & only to use on-sell or apply products in accordance therewith & with any manufacturer's or Cortrols's recommendations & directions as well as sound commercial practice.

13. Other Terms & Conditions & Notice: No terms &/or conditions sought to be imposed by the Customer upon Cortrols shall apply unless expressly agreed in writing by Cortrols

14. Attornment: To give effect to its obligations arising under in these Terms the Customer hereby irrevocably appoints any solicitor for Cortrols from time to time, as its attorney.

15. Customer Restructure: The Customer will notify Cortrols of any change in its structure or management including any change in director shareholder management partnership or trusteeship or sale of any material part of its business within 7 days of any such change.

16. Jurisdiction: All contracts made with Cortrols shall be deemed to be made in Victoria & the parties submit to the jurisdiction of the appropriate Courts in or nearest Melbourne.

17. Credit Limit: Cortrols can vary or withdraw any credit facility or limit it at any time at its discretion & without any liability to the Customer or any other party.

18. Waiver: If Cortrols elects not to exercise any rights arising as a result of breach of these Terms it shall not constitute a waiver of any rights relating to any subsequent or other breach.

19. Notice: The Customer will be deemed to have notice of any change to these Terms, immediately they are adopted by Cortrols in its business.

20. Security For Payment: The Customer a) agrees on written request to charge in favour of Cortrols (i) by way of a fixed charge, all its books of account goodwill documents of title & current & later acquired real & intellectual property & (ii) by way of a floating charge the whole of the Customer's other undertaking property & assets with payment of all monies owed to Cortrols b) grants a lien to Cortrols over any of its property in the possession or control of Cortrols for any monies due & owing to Cortrols under these Terms or otherwise.

21. Force Majeure: Cortrols will not be in default or breach of any dealing with the Customer as a result of Force Majeure (meaning anything beyond Cortrols's reasonable control).

22. Patents etc : If Cortrols utilises any design patent or intellectual property or follows any instruction provided by or on behalf of the Customer the Customer indemnifies Cortrols against any claim proceeding damages or liability for any loss cost or expense arising as a result whether for any alleged infringement of any intellectual property or otherwise.

23 Specifications: a) Any illustration drawing or specification supplied by Cortrols ("Specs") are drafts & approximates b) Any tangible or intellectual property rights in Specs shall remain the property of Cortrols & may be recalled at any time c) Specs will be treated at all times as confidential & not made use of without the prior written consent of Cortrols.

24. Cortrols not Manufacturer: The Customer a) acknowledges that Cortrols does not manufacture products & Cortrols accepts no liability in relation to the manufacture of any products & gives no warranty of merchantability, suitability or fitness for any purpose of any products b) agrees that any dispute concerning any products will not be with or through Cortrols, but will be direct with the manufacturer &/or designer thereof.

25. Commissioning & Decommissioning: The Customer agrees that until payment in full of all monies owing to Cortrols by the Customer a) Cortrols has no obligation to complete installation nor to commission any products or system incorporating any products b) Cortrols is authorised to decommission any products or system incorporating any products and may enter any premises in the name of the Customer in order to do so.

26. Quotes/Tenders: a) All quotes and Tenders incorporate & are deemed to incorporate these Terms unless expressly excluded in writing b) nothing in any quote or tender or anything written or said by or on behalf of Cortrols will be or be deemed a representation of compliance with any specification or requirement of the Customer or any third party directly or indirectly involved (including any Owner, Builder, Project Manager or Head Contractor).

27. Non-conforming Quotes and/or Tenders may be submitted if Cortrols considers the specifications or requirements of the Customer or any third party directly or indirectly involved (including any Owner, Builder, Project Manager or Head Contractor) otherwise incapable of achievement & the provisions of these Terms will apply.

28. Training &/or Instructions: If Cortrols conducts or arranges any training or instruction (whether written or personally) it will do so as agent for the Customer in all things.

29. Maintenance: Cortrols does not provide any maintenance for any products or software except by separate written agreement specific thereto & then only at the address & on the terms separately agreed & these Terms will be & be deemed incorporated therein

30. Variation or cancellation of any order dealing or arrangement must be in writing.

31. Building & Construction Industry Security for Payment Act ("Act"): If the Act (or its equivalent or any substitute) applies, the Customer must comply with the Act in all respects and a) any invoice or claim by Cortrols will be deemed a proper progress payment claim under the Act and satisfactory to the Customer in all respects including as to the value of the work carried out b) the Customer will determine the value of each such deemed claim within 10 days of receipt thereof and issue a payment schedule to Cortrols c) The Customer will pay the amount of each payment schedule not later than 14 days thereafter subject only to any lawful and permitted deductions under the Act d) If the Customer gives or receives any Notice under the Act, it must immediately provide a copy to Cortrols e) the Customer agrees that the Authorised Nominating Authority under the Act shall be any person authorised by the Institute of Australian Arbitrators and Mediators to so nominate a person or persons to adjudicate any matter.

32. Title a) Title in all collateral (Goods) supplied to the Customer by Cortrols, both in the present and in the future, including the Goods and proceeds thereof shall remain in Cortrols, until all monies owing to Cortrols by the Customer, together with all collection repossession and/or legal costs incurred have been paid in full. **b)** In the event of a breach of clause 1 hereof, Cortrols shall be entitled to enter upon the premises of the Customer for the purpose of removing all Goods of Cortrols pursuant to Cortrols security interest and purchase money security interest in the Goods. **c)** The Customer acknowledges that it is in possession of the Goods as bailee for the Cortrols until payment for all Goods has been made by the Customer to Cortrols. **d)** Where the collateral (Goods) is delivered to the Customer or to a Third Party, Cortrols has a security interest in the Goods within the meaning of the Personal Property Securities Act 2009 ("PPSA"). **e)** The Customer acknowledges that where the collateral Goods has been installed in the premises of a Third Party and the Goods have become commingled, Cortrols has a purchase money security interest in the proceeds of such Goods within the meaning of the PPSA

33. PPSA: a) The Customer consents to Cortrols effecting a registration on the PPSA register (in any manner Cortrols deems appropriate) in relation to any security interest arising under or in connection with or contemplated by these terms. **b)** The Customer agrees to promptly execute any documents, provide all relevant information fully co-operate with Cortrols and do any other act or thing that Cortrols requires to ensure that Cortrols has a perfected security interest in, and has priority over any other security interests in, the Goods or otherwise. **c)** The Customer agrees to reimburse, upon demand, the Cortrols for all costs and/or expenses incurred or payable by Cortrols in relation to registering or maintaining any financial statement, releasing in whole or in part Cortrols' security interest or any other document in respect of any security interest. **d)** The Customer agrees that until all monies are paid in full, it shall not sell or grant any other security interest in the Goods.

34. Security and Charge: Notwithstanding anything to the contrary contained herein or any other rights which Cortrols may have howsoever: **a)** Where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Cortrols or Cortrols nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that Cortrols (or Cortrols' nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met. **b)** Should Cortrols elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify Cortrols from and against all Cortrols' costs and disbursements including legal costs on a solicitor and own Customer basis. **c)** To give effect to the provisions of clause [34 (a) and (b)] inclusive hereof the Customer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint Cortrols or Cortrols nominee, as the Customer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Cortrols shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Customer and/or the Guarantor in any land, realty or asset in favour of Cortrols and in the Customer's and/or Guarantor's name as may be necessary to secure the said Customer's and/or Guarantor's obligations and indebtedness to the Cortrols and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Cortrols' absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.