1. Definitions

1.1 **"Contract"** means the terms and conditions together with any proposal, Quotation, work order, invoice or other document or amendments expressed to be supplemental to this Contract.

1.2 **"Contractor"** means SigTech Pty Ltd T/A SigTech Electrical, its successors, assigns or any person acting on behalf of and with the authority of SigTech Pty Ltd T/A SigTech Electrical.

1.3 **"Client"** means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting the supply of goods or works as specified in any proposal, quotation, order, invoice or other documentation, and:

(a) if there is more than one Client, is a reference to each Client jointly and severally; and (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
(b) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
(c) includes the Client's executors, administrators, successors and permitted assigns.

1.4 **"Goods"** means all marine-grade parts, components, equipment and materials supplied by the Contractor in connection with the Services.

1.5 **"Services"** (or **"Works"**) means all marine electrical services performed by the Contractor, including (but not limited to) inspections, diagnostics, installations, upgrades, maintenance, testing, fault-finding, commissioning or repairs, as specified in a Scope of Work or verbal agreement

1.6 **"Vessel"** means the boat, yacht, ship or other marine craft on or in which the Services are performed.

1.7 **"Site"** means the location of the Vessel, residential, commercial or industrial building where the Works are carried out.

1.8 **"Confidential Information"** means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.

1.9 **"Cookies"** means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when ordering from the website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Works via the website.

1.10 **"Estimated Cost"** means a non-binding estimate for the Goods or Services based on preliminary assessment.

1.11 **"Estimated Period of Works"** means an indicative timeframe to complete the Services, subject to change based on vessel access, part availability, weather or scope changes.

1.12 **"Price"** means the total amount payable by the Client to the Contractor for any Goods and Services provided, including any variations, surcharges or taxes in accordance with clause 6 below.

1.13 **"GST"** refers to Goods and Services Tax under the GST Act 1999 (Cth).

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2. Acceptance

2.1 The Client is deemed to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions upon:

(a) Requesting or confirming the Works verbally; in writing or electronically and
(b) accepts delivery of any goods; and
(c) allowing the contractor to commence any Works.

2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.

2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.

2.4 The Client acknowledges that the supply of Goods or Services on credit shall not take effect until the Client has completed a credit application with the Contractor and it has been approved with a credit limit established for the account.

2.5 If the value of the requested Services exceeds the Client's credit limit, or the account is overdue, the Contractor may suspend delivery of further Goods or Services until payment is made or the account is brought back within agreed terms.

2.6 If Goods or Services are subject to an insurance claim by the Client, the Client remains responsible for ensuring full payment is made to the Contractor by the due date — regardless of any insurance outcome.

2.7 Where the Contractor gives any advice, recommendation, information, assistance or service provided by the Contractor in relation to Materials or Works supplied is given in good faith to the Client, or the Client's agent and is based on the Contractor's own knowledge and experience and shall be accepted without liability on the part of the Contractor. Where such advice or recommendations are not acted upon then the Contractor shall require the Client or their agent to authorise commencement of the Works in writing. The Contractor shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Works.

2.8 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Errors and Omissions

3.1 The Client acknowledges and accepts that the Contractor shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):

(a) resulting from an inadvertent mistake made by the Contractor in the formation and/or administration of this Contract; and/or
(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Contractor in respect of the Works.

3.2 If such an error or omission is identified, the Contractor reserves the right to correct the document or re-issue pricing without it being treated as a repudiation of contract, provided the correction does not arise from negligence or wilful misconduct.

4. Authorised Representatives

4.1 The Client acknowledges that the Contractor shall (for the duration of the Works) liaise directly with one (1) authorised representative, and that once introduced as such to the Contractor, that person shall have the full authority of the Client to order any Works, Materials and/or to request any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to the Contractor for all additional costs incurred by the Contractor (including the Contractor's profit margin) in providing any Works, Materials, goods or variation/s requested thereto by the Client's duly authorised representative.

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5. Change in Control

5.1 The Client shall give the Contractor not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees, or business practice). The Client shall be liable for any loss incurred by the Contractor as a result of the Client's failure to comply with this clause.

6. Price and Payment

6.1 At the Contractor's sole discretion, the Price shall be one of the following:

(a) As stated on the Contractor's invoice or work order issued to the Client;

(b) The Estimated Cost provided prior to commencement (subject to clause 6.5);

(c) A formal written quotation accepted by the Client within fourteen (14) days.

6.2 All prices are exclusive of GST unless otherwise stated. GST will be added to the final invoice as applicable under law.

6.3 The Contractor reserves the right to vary the Price if:

(a) The Client requests a change in scope, specifications or parts;

(b) The Contractor encounters unforeseen conditions on or within the site (e.g. inaccessible wiring, water damage, corrosion, galvanic faulting, or structural obstacles);

(c) There are delays due to lack of access, third-party delays, or unavailability of specified parts or materials;

(d) Market prices for materials or labour change prior to project completion.

6.4 Where urgent variation work is required for safety or compliance reasons, the Contractor may proceed without written approval, provided reasonable effort is made to notify the Client.

6.5 An estimate is not a fixed price. Final pricing will be based on time and materials used. If the final cost exceeds the estimate by more than 10%, the Client will be notified and approval sought before proceeding further.

6.6 The Client accepts that an Estimated Cost is:

(a) not a fixed price contract;

(b) based on:

(i) a visual only inspection;

(ii) a description of the Vessel provided by the Client;

(iii) the scope of Works as agreed.

6.7 In the event of a variation as per clause 6.3 being executed, the Estimated Cost and Estimated Period of Works will be varied accordingly. Variations will be charged for on the basis of the Contractor's quotation, and will be detailed in writing, and shown as variations on the Contractor's invoice. The Client shall be required to respond to any variation submitted by the Contractor within ten (10) working days. Failure to do so will entitle the Contractor to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

7. Payment Terms

7.1 The Contractor may, at its discretion, require a deposit prior to commencement.

7.2 Time for payment for the Works being of the essence, the Price will be payable by the Client on the date/s determined by the Contractor, which may be:

(a) by way of progress payments in accordance with the Contractor's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Goods delivered to the site but not yet installed; or

(b) the date specified on any invoice or other form as being the date for payment; or

(c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Contractor.

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7.3 Payment may be made by cash, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Contractor.

7.4 The Contractor may in its discretion allocate any payment received from the Client towards any invoice that the Contractor determines and may do so at the time of receipt or at any time afterwards. On any default by the Client the Contractor may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Contractor, payment will be deemed to be allocated in such manner as preserves the maximum value of the Contractor's Purchase Money Security Interest (as defined in the PPSA) in the Goods and/or materials.

7.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Contractor nor to withhold payment of any invoice because part of that invoice is in dispute. Failure to pay by the due date may result in suspension of works, additional charges, or debt recovery proceedings.

8. After-Hours Work and Emergency Callouts

8.1 Services performed outside the Contractor's standard working hours will incur an after-hours surcharge.

8.2 Standard working hours are Monday to Friday between 7:00 am and 3:00 pm (excluding public holidays).

8.3 Services requested or required:
(a) before 7:00 am or after 3:00 pm on weekdays;
(b) on weekends; or
(c) on public holidays
will incur a surcharge which is applied to the Contractor's normal hourly rate.

8.4 Where possible, the Contractor will inform the Client of any applicable after-hours rates before proceeding with the work.

9. Provision of the Works

9.1 Subject to clause 9.2 the Contractor will make reasonable efforts to commence the Services at the earliest practical time, subject to availability of labour, materials, vessel access, and weather conditions.

9.2 The Contractor is entitled to an extension of time and shall not be held liable for delays due to events outside of its control, including (but not limited to):
(a) delayed approvals or instructions from the Client including notification that the site is ready for works to commence;
(b) the Site not being ready, accessible, or safe to work on;
(c) inclement weather or tidal limitations;
(d) material or part shortages or freight delays;
(e) interference or failure by third parties (including other contractors or marina operators).

9.3 At the If any of the above causes a delay, the Contractor will provide written notice to the Client, and the project timeline and Price may be adjusted accordingly.

9.4 The Contractor may deliver the Services in stages or instalments and may invoice progressively for completed portions of the Works or Goods supplied.

9.5 If the Client causes or contributes to delays (e.g. by failing to provide access, approvals, or relevant information), the Contractor may charge reasonable rescheduling or stand-down fees, or for storage of materials.

9.6 Unless otherwise agreed in writing, the cost of delivery of materials, parts, or equipment to the Vessel or Site is in addition to the quoted Price.

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9.7 All delivery timeframes are indicative only. The Contractor will not be liable for any indirect loss or expense resulting from a delay, provided reasonable efforts were made to supply the Services on time

10. Estimated Period of Works

10.1 The Estimated Period of Works is based on the assumption that all required parts, tools, information, weather conditions, access and vessel readiness are as expected.

10.2 If any of these conditions change — including unexpected technical issues, structural concerns, corrosion, safety hazards, or unavailable materials — the timeframe may be extended accordingly.

10.3 The Contractor will notify the Client of any significant changes to the expected duration of the Services.

11. Dimensions, Plans and Specifications

11.1 Unless otherwise agreed in writing, the Contractor will apply standard marine industry tolerances and best practices to all measurements, installations and specifications.

11.2 Where the Client supplies plans, drawings or specifications (e.g. CAD, electrical schematics, or manufacturer documents), the Client is responsible for ensuring accuracy and completeness. The Contractor is not liable for any errors resulting from inaccurate or incomplete information supplied by the Client or third parties.

11.3 If the Contractor provides estimated measurements or quantities, the Client must verify them prior to accepting a quotation or proceeding with works.

11.4 Any requested changes to dimensions, layout or system configurations must be made in writing prior to the commencement of relevant works or ordering of custom materials.

12. Risk

12.1 If the Contractor retains ownership of the Goods under clause 16 then:

(a) where the Contractor is supplying Goods only, all risk for the Goods shall immediately pass to the Client on delivery and the Client must insure the Goods on or before delivery. Delivery of the Goods shall be deemed to have taken place immediately at the time that either:

(i) the Client or the Client's nominated carrier takes possession of the Goods at the Contractor's address; or

(ii) the Goods are delivered by the Contractor or the Contractor's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address).

(b) where the Contractor is to both supply and install any Goods then the Contractor shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Client.

12.2 Notwithstanding the provisions of clause 12.1 if the Client specifically requests the Contractor to leave Goods outside the Contractor's premises for collection or to deliver the Goods to an unattended location then such Goods shall always be left at sole risk of the Client and it shall be the Client's responsibility to ensure the Goods are insured adequately or at all. In the event that such Goods are lost, damaged or destroyed then replacement of the Goods shall be at the Client's expense.

12.3 The Client warrants that all surfaces, bulkheads, fixtures and wiring paths are structurally sound and safe for access and installation. The Contractor may suspend work if any unsafe or non-compliant conditions are discovered, including (but not limited to):

(a) Asbestos or hazardous substances
(b) Rust, delamination, or rot
(c) Electrical hazards or inadequate isolation
(d) Water ingress or damage to cable runs

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12.4 Where defects, degradation or unsafe conditions are identified during work, the Contractor will notify the Client and may issue a revised quotation or estimated cost for remedial works.

12.5 The Client agrees that all Goods supplied by the Client or the Client's third-party sub-contractors will:
(a) be supplied in accordance with all legislative requirements;
(b) be suitable for their inclusion into the Works.

12.6 If the Client supplies any materials, equipment or components for installation, they do so at their own risk. The Contractor will not warrant or accept liability for performance, compliance, or fitness for purpose of Client-supplied items.

13. Client's Responsibilities

13.1 The Client warrants that all information pertaining to the Vessel is true and accurate to the best of the Client's knowledge, information and belief, including:
(a) Vessel type, model and layout
(b) Electrical system voltages and specifications
(c) Prior installations, modifications, and defects
(d) Access arrangements (marina berth, mooring, hardstand, etc.)

13.2 The Client must ensure the Vessel is:
(a) Accessible and safe to work on;
(b) Moored or positioned securely;
(c) Connected to shore power where applicable;
(d) Clear of personal effects or loose items in work areas.

13.3 The Contractor shall be entitled to rely on the accuracy of the disclosed information provided to the Contractor in relation to the Vessel's condition, tile, history, construction, surface treatments, and the use of the Vessel.

13.4 The Client acknowledges that it is their sole responsibility to ensure the Vessel is insured adequately or at all.

13.5 The Client shall be responsible for all equipment and personal affects on-board or stored near work areas and shall not hold the Contractor liable for any loss or damage of the same unless due to the negligence of the Contractor or its employees.

14. Testing of Vessel

14.1 The Contractor may carry out diagnostic testing, sea trials, electrical load testing, or system checks on the Vessel where required as part of the Services.

14.2 The Client authorises the Contractor or its personnel to operate the Vessel for testing purposes at the Contractors discretion, including shifting it within a marina, hardstand, slipway or short sea trial, as necessary and safe.

14.3 The Contractor or its employees may if requested by the Client, collect or re-deliver the Vessel when nominated by the Client.

14.4 The Contractor will not be liable for (and the Client indemnifies the Contractor) any damage caused during such tests, collecting or delivery unless it arises from the recklessness or wilful misconduct of the Contractor or its employees.

14.5 The Client must notify the Contractor of any pre-existing defects or limitations that may affect testing or driving the vessel (e.g. steering faults, engine issues, damaged hull fittings).

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15. Access

15.1 The Client must ensure that the Contractor has unrestricted, safe access to the Vessel and surrounding area, including dockside or mooring access as necessary.

15.2 The Contractor is not liable for damage to pathways, pontoons, gangways or adjacent surfaces, unless due to negligence. The Client should make prior arrangements with marinas or yards to allow work without restriction.

16. Title and Ownership

16.1 The Contractor and the Client agree that ownership of the Goods shall not pass until:

(a) the Client has paid the Contractor all amounts owing to the Contractor; and
(b) the Client has met all its other obligations to the Contractor.

16.2 Receipt by the Contractor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

16.3 It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 16.1:

(a) the Client is only a bailee of the Goods and unless the Goods have become fixtures must return the Goods to the Contractor on request;
(b) the Client holds the benefit of the Client's insurance of the Goods on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
(c) the production of these terms and conditions by the Contractor shall be sufficient evidence of the Contractor's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with the Contractor to make further enquiries;
(d) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Contractor and must pay or deliver the proceeds to the Contractor on demand;
(e) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Contractor and must sell, dispose of or return the resulting product to the Contractor as it so directs;
(f) unless the Goods have become fixtures the Client irrevocably authorises the Contractor to enter any premises where the Contractor believes the Goods are kept and recover possession of the Goods;
(g) the Contractor may recover possession of any Goods in transit whether or not delivery has occurred;
(h) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Contractor;
(i) the Contractor may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Materials has not passed to the Client.
(j) risk in the Goods passes to the Client upon delivery or installation, even if ownership has not yet transferred.

17. Warranty Inclusions and Exclusions

17.1 Inclusions

(a) The Contractor warrants that all Goods and Services provided will be free from defects in workmanship and materials for a period of 90 days from the completion date, unless otherwise specified in writing.
(b) The Contractor will repair or replace, at its discretion, any defective work or product within the warranty period, provided the defect is not caused by misuse, neglect, or unauthorised modification.
(c) All warranty work must be requested in writing within the warranty period, and the Site must be made accessible for inspection and rectification.

17.2 Exclusions

The warranty does not cover:

(a) Damage caused by misuse, accident, overloading, or operation outside of intended use;
(b) Corrosion, electrolysis, galvanic damage, or saltwater intrusion not caused by the Contractor's fault;

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(c) Pre-existing defects in vessel wiring, structure or electrical systems;
(d) Faults in products not supplied by the Contractor;
(e) Any work altered or interfered with by the Client or third parties without the Contractor's prior approval;
(f) Failures due to lack of maintenance, poor battery condition, or marine growth interfering with system components.

17.3 Manufacturer Warranties where Goods are supplied but not manufactured by the Contractor (e.g. batteries, inverters, solar panels), the Client is entitled to the benefit of the manufacturer's warranty, and claims must follow their procedures.

18. Manufacturer Warranties

18.1 Where Goods are supplied but not manufactured by the Contractor (e.g. batteries, inverters, solar panels), the Client is entitled to the benefit of the manufacturer's warranty, and claims must follow their procedures

19. Warranty Work Location

19.1 Unless otherwise agreed, warranty rectification will be carried out at the original installation Site. If the Vessel has relocated outside of a reasonable radius from the original work location, additional travel and time charges may apply.

20. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

20.1 The Client must inspect all Goods and materials on delivery (or the Works on completion) and must within seven (7) days of delivery notify the Contractor in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods/Works as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Contractor to inspect the Materials or to review the Works provided.

20.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).

20.3 The Contractor acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

20.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Contractor makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods/Works. The Contractor's liability in respect of these warranties is limited to the fullest extent permitted by law.

20.5 If the Client is a consumer within the meaning of the CCA, the Contractor's liability is limited to the extent permitted by section 64A of Schedule 2.

20.6 If the Contractor is required to replace any Goods under this clause or the CCA, but is unable to do so, the Contractor may refund any money the Client has paid for the Goods.

20.7 If the Contractor is required to rectify, re-supply, or pay the cost of re-supplying the Works under this clause or the CCA, but is unable to do so, then the Contractor may refund any money the Client has paid for the Works but only to the extent that such refund shall take into account the value of Works and Goods which have been provided to the Client which were not defective.

20.8 If the Client is not a consumer within the meaning of the CCA, the Contractor's liability for any defect or damage in the Goods is:
(a) limited to the value of any express warranty or warranty card provided to the Client by the Contractor at the Contractor's sole discretion;
(b) limited to any warranty to which the Contractor is entitled, if the Contractor did not manufacture the Goods;

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(c) otherwise negated absolutely.

20.9 Subject to this clause 20, returns will only be accepted provided that:
(a) the Client has complied with the provisions of clause 20.1; and
(b) the Contractor has agreed that the Goods are defective; and
(c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.

20.10 Notwithstanding clauses 20.1 to 20.9 but subject to the CCA, the Contractor shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
(a) the Client failing to properly maintain or store any Goods;
(b) the Client using the Materials for any purpose other than that for which they were designed;
(c) the Client continuing to use any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
(d) interference with the Works by the Client or any third party without the Contractor's prior approval;
(e) the Client failing to follow any instructions or guidelines provided by the Contractor;
(f) fair wear and tear, any accident, or act of God.

20.11 Notwithstanding anything contained in this clause if the Contractor is required by a law to accept a return then the Contractor will only accept a return on the conditions imposed by that law.

21. Special Notes – Lithium Batteries, Solar and Navigation Equipment

21.1 Lithium Battery Systems
(a) Lithium installations must comply with manufacturer specifications, ABYC or equivalent marine safety standards, and vessel class requirements where applicable.
(b) The Contractor accepts no liability for damage resulting from overcharging, under sizing, improper cell balancing, incorrect inverter programming, or unauthorised modifications after installation.
(c) The Client must not use non-approved chargers or combine lithium with incompatible battery chemistries.

21.2 Solar Systems
(a) Solar installations are dependent on panel placement, shading, weather conditions and orientation. The Contractor does not guarantee power yield beyond system design expectations
(b) The Client is responsible for keeping panels free of obstruction, dirt or shading sources post-installation.

21.3 Navigation & Communication Equipment
(a) The Contractor warrants installation workmanship but cannot guarantee signal strength, GPS reception, or fault-free function of navigation or communication devices where affected by external factors (e.g. interference, antenna placement, vessel structure, software updates).
(b) The Client is responsible for updating firmware/software and renewing service subscriptions (e.g. chart data or AIS services) unless otherwise agreed.

22. Personal Property Securities Act 2009 ("PPSA")

22.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

22.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Client to the Contractor for Works – that have previously been supplied and that will be supplied in the future by the Contractor to the Client.

22.3 The Client undertakes to:
(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Contractor may reasonably require to:

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(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
(ii) register any other document required to be registered by the PPSA; or
(iii) correct a defect in a statement referred to in clause 22.3(a)(i) or 22.3(a)(ii);

(b) indemnify, and upon demand reimburse, the Contractor for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
(c) not register a financing change statement in respect of a security interest without the prior written consent of the Contractor;
(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Contractor;
(e) immediately advise the Contractor of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

22.4 The Contractor and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

22.5 The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d), 132(4) and 157 of the PPSA.

22.6 The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

22.7 Unless otherwise agreed to in writing by the Contractor, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.

22.8 The Client shall unconditionally ratify any actions taken by the Contractor under clauses 21.3 to 21.5.

22.9 Subject to any express provisions to the contrary (including those contained in this clause 21), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

23. Security and Charge

23.1 In consideration of the Contractor agreeing to supply the Materials, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

23.2 The Client indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Contractor's rights under this clause.

23.3 The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 22 including, but not limited to, signing any document on the Client's behalf.

24. Intellectual Property

24.1 Where the Contractor has designed, drawn, written plans or a schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in the Contractor, and shall only be used by the Client at the Contractor's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Contractor.

24.2 The Client warrants that all designs, specifications or instructions given to the Contractor will not cause the Contractor to infringe any patent, registered design or trademark in the execution of the Client's order and the

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Client agrees to indemnify the Contractor against any action taken by a third party against the Contractor in respect of any such infringement.

24.3 The Client agrees that the Contractor may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which the Contractor has created for the Client.

25. Default and Consequences of Default

25.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

25.2 If the Client owes the Contractor any money the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Contractor's contract default fee, and bank dishonour fees).

25.3 Further to any other rights or remedies the Contractor may have under this Contract, if a Client has made payment to the Contractor, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Contractor under this clause 22 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.

25.4 Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable if:

(a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due;
(b) the Client has exceeded any applicable credit limit provided by the Contractor;
(c) the Client becomes insolvent or bankrupt, 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
(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

26. Cancellation

26.1 Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or terminate the commencement of Services to the Client. The Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.

26.2 The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Service at any time before the Works are commenced by giving written notice to the Client. On giving such notice the Contractor shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to the Contractor for Works already performed. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.

26.3 In the event that the Client cancels the delivery of Works the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits).

26.4 Cancellation of orders for products made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

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27. Dispute Resolution

27.1 If a dispute arises out of or in connection with this Contract, the parties agree to first attempt to resolve the matter in good faith through direct negotiation between authorised representatives.

27.2 If the dispute cannot be resolved within 14 days of written notice by either party, the dispute must be referred to mediation before any legal proceedings are initiated. Mediation shall be conducted in Queensland under the rules of the Resolution Institute (or equivalent body).

27.3 Each party will bear its own costs in relation to mediation and will share equally in the costs of the mediator.

27.4 Nothing in this clause limits a party's right to seek urgent injunctive or interlocutory relief where required.

28. Privacy Policy

28.1 All emails, documents, images or other recorded information held or used by the Contractor is Personal Information, as defined and referred to in clause 28.3, and therefore considered Confidential Information. The Contractor acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). The Contractor acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by the Contractor that may result in serious harm to the Client, the Contractor will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.

28.2 Notwithstanding clause 28.1, privacy limitations will extend to the Contractor in respect of Cookies where transactions for purchases/orders transpire directly from the Contractor's website. The Contractor agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:

(a) IP address, browser, email client type and other similar details;
(b) tracking website usage and traffic; and
(c) reports are available to the Contractor when the Contractor sends an email to the Client, so the Contractor may collect and review that information ("collectively Personal Information") In order to enable / disable the collection of Personal Information by way of Cookies, the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via the Contractor's website.

28.3 The Client agrees for the Contractor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Instagram details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by the Contractor.

28.4 The Client agrees that the Contractor may exchange information about the Client with those credit providers and with related body corporates for the following purposes:

(a) to assess an application by the Client; and/or
(b) to notify other credit providers of a default by the Client; and/or
(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.

28.5 The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit.

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28.6 The Client agrees that personal credit information provided may be used and retained by the Contractor for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Works; and/or
- (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works; and/or
- (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- (d) enabling the collection of amounts outstanding in relation to the Works.

28.7 The Contractor may give information about the Client to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
- (b) allow the CRB to create or maintain a credit information file about the Client including credit history.

28.8 The information given to the CRB may include:
- (a) Personal Information as outlined in 28.3 above;
- (b) name of the credit provider and that the Contractor is a current credit provider to the Client;
- (c) whether the credit provider is a licensee;
- (d) type of consumer credit;
- (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
- (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Contractor has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments);
- (g) information that, in the opinion of the Contractor, the Client has committed a serious credit infringement;
- (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars ($150).

28.9 The Client shall have the right to request (by e-mail) from the Contractor:
- (a) a copy of the Personal Information about the Client retained by the Contractor and the right to request that the Contractor correct any incorrect Personal Information; and
- (b) that the Contractor does not disclose any Personal Information about the Client for the purpose of direct marketing.

28.10 The Contractor will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.

28.11 The Client can make a privacy complaint by contacting the Contractor via e-mail. The Contractor will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

29. Service of Notices

29.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
- (b) by leaving it at the address of the other party as stated in this Contract;
- (c) by sending it by registered post to the address of the other party as stated in this Contract;
- (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
- (e) if sent by email to the other party's last known email address.

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29.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

30. Trusts

30.1 If the Client at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Contractor may have notice of the Trust, the Client covenants with the Contractor as follows:

(a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;

(b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;

(c) the Client will not without consent in writing of the Contractor (the Contractor will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:

(i) the removal, replacement or retirement of the Client as trustee of the Trust;

(ii) any alteration to or variation of the terms of the Trust;

(iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.

31. General

31.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

31.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland in which the Contractor has its principal place of business, and are subject to the jurisdiction of the courts in that state.

31.3 Subject to clause 20, the Contractor shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Contractor of these terms and conditions (alternatively the Contractor's liability shall be limited to damages which under no circumstances shall exceed the Price of the Works).

31.4 The Contractor may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.

31.5 The Client cannot licence or assign without the written approval of the Contractor.

31.6 The Contractor may elect to subcontract out any part of the Works but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Contractor's sub-contractors without the authority of the Contractor.

31.7 The Client agrees that the Contractor may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Contractor to provide Works to the Client.

31.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

31.9 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

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