

Standard Terms and Conditions of Supply

1 AGREEMENT

- 1.1 These terms and conditions of supply are incorporated into, and form part of, each purchase order (PO) issued by the Customer to INTELLIDESIGN Pty Ltd (ACN 068 564 036) (INTELLIDESIGN) (the Agreement).
- 1.2 The Agreement sets out the standard warranty and liability terms for goods which INTELLIDESIGN supplies to the Customer

2 WARRANTY

- 2.1 If a product supplied by IntelliDesign fails under normal use due to defects in material or workmanship within a period of one (1) year from the date of delivery (Warranty Period), IntelliDesign warrants that it will, at its election, repair or replace the product, and return the repaired product or replacement product to the purchaser.
- 2.2 To make a claim under this limited warranty, the product must be returned to IntelliDesign at the purchaser's cost, accompanied by a written, detailed statement of the defect. The repaired product or replacement product will be returned to the purchaser at IntelliDesign's cost.
- 2.3 Such repair or replacement is the purchaser's sole and exclusive remedy under this warranty. IntelliDesign will not accept any claim made more than 30 days after the expiry of the Warranty Period.
- 2.4 This limited warranty does not apply to any product that is:
 - a) subjected to abnormal use or damaged by accident, misuse, improper voltage;
 - b) combined with any other product or service without the authorisation of IntelliDesign; or
 - c) altered or serviced by anyone other than IntelliDesign or its authorised agent.
- 2.5 Other than as expressly stated in these conditions, IntelliDesign does not make any warranties, representations or guarantees of any kind (whether express or implied, or written or oral) to the purchaser or any third party with respect to the product. Without limitation to the foregoing, any implied warranty of merchantability, fitness for a particular purpose, accuracy and non infringement are expressly excluded and disclaimed, to the extent permitted by law.

3 LIABILITY

- 3.1 IntelliDesign assumes, and the purchaser acknowledges and agrees, that the purchaser is experienced in the use of the product, or similar products, and is able to judge from his/her own knowledge or experience the suitability or applicability of the product for the intended use.
- 3.2 Because IntelliDesign has no control or influence over the conditions under which the product is used, the purchaser's method of use, or handling of the product after it is delivered, in no event will IntelliDesign be liable for any loss, damages, cost or expense suffered or incurred by the purchaser or any third party, however arising, in connection with the use of the product.
- 3.3 If the Competition and Consumer Act 2010 (Cth) or any other legislation states that there is a guarantee in relation to any good supplied by IntelliDesign, and IntelliDesign's liability for failing to comply with that guarantee cannot be excluded but may be limited, the limitations in these conditions do not apply to that liability. Instead, IntelliDesign's liability for that failure is limited to (at the election of IntelliDesign), IntelliDesign replacing the goods or supplying equivalent goods or repairing the goods.

- 3.4 INTELLIDESIGN is not liable for any indirect or consequential loss or damage of any kind whatsoever.

4 RISK AND TITLE

- 4.1 Title to the Goods supplied by INTELLIDESIGN passes from INTELLIDESIGN to the Customer on receipt of payment by INTELLIDESIGN for those Goods.
- 4.2 If the Customer collects the Goods, or the Customer freight account is used then the Customer bears the risk related to the Goods after collection from INTELLIDESIGN.

5 FEES AND PAYMENT

- 5.1 INTELLIDESIGN will issue a Tax Invoice detailing the fees to be paid by the Customer for the Goods and Services under the relevant PO (the Fees).
- 5.2 The Customer will pay all correctly rendered Tax Invoices issued by INTELLIDESIGN within the agreed payment term period specified on the Quotation.
- 5.3 If an error is discovered by the Customer in the Tax Invoice, the Customer must immediately notify INTELLIDESIGN of the error.

6 GST

- 6.1 Any words capitalised in this clause 6 and not already defined in clause 10 have the meaning given to those words in the GST Act.
- 6.2 If a Supply made under or in connection with this Agreement is a Taxable Supply, then, without limiting the terms of this Agreement, at or before the time any part of the consideration for the Supply is payable:
 - a) the Recipient must pay the GST Act Supplier an amount equal to the GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under this Agreement for that Supply; and
 - b) the GST Act Supplier must give the Recipient a Tax Invoice for the Supply.

7 INTELLECTUAL PROPERTY

- 7.1 Both parties acknowledge and agree that each party retains ownership of its Background IP and nothing in this Agreement transfers any ownership of each party's Intellectual Property Rights to the other party.

8 NOTICES

- 8.1 All notices under this Agreement must be in writing and by email and will be deemed to be delivered when acknowledgement of receipt is recorded on the sender's computer.
- 8.2 Notices to the Customer will be sent to the address specified by Customer on the PO (or such other address as the Customer may notify INTELLIDESIGN of from time to time). Notices to INTELLIDESIGN must be sent to accounts@intellidesign.com.au or as otherwise notified to the Customer from time to time.

9 GENERAL

- 9.1 This Agreement does not create a relationship of partnership, trust, employment or agency between INTELLIDESIGN and the Customer.
- 9.2 The Customer may not assign nor novate this Agreement, in whole or in part, or any benefit arising thereunder, without INTELLIDESIGN's prior written consent. INTELLIDESIGN may assign its interest under this Agreement.

- 9.3 This Agreement is governed by the law in force in Queensland, Australia. Each party irrevocably submits to the jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts in relation to this Agreement.
- 9.4 If any provision of this Agreement is unlawful, invalid, or void, that provision must be read down so that is valid and enforceable (or, if it cannot be read down, severed) so that the validity and enforceability of the remaining provisions are not affected.

10 DEFINITIONS

- 10.1 Unless otherwise defined in the body of this Agreement, the defined terms have the meanings given as follows:

Background IP means any Intellectual Property that a party owns, or, has the right to use prior to the date of this Agreement, and includes Intellectual Property Rights created independently of this Agreement that a party makes available for the purpose of the Services applicable to this Agreement.

Claim includes any claim, action, demand or proceedings by, or against, for any Loss, including by way of indemnity, under contract, in equity (including breach of an equitable duty, breach of confidentiality or breach of fiduciary duty), under statute (including breach of statutory duty) (to the maximum extent possible), in tort (including negligence or negligent misrepresentation) or otherwise (including restitution)

Confidential Information means this Agreement and any information that relates to the business, assets, or affairs, of the disclosing party and is by its nature confidential or the receiving party knows, or ought to know, is confidential.

Defect or Defective means any part of the Goods or Services that do not strictly comply with the requirements of this Agreement.

Goods means any goods, including equipment, described in a PO ordered by the Customer.

GST has the meaning given to that term in the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

GST Act Supplier means the entity making the Supply.

Intellectual Property Rights means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, patent, trade mark, registered design, trade secret, trademarks, trade names, business names, trade secrets, knowhow, patents, inventions (including patents and patent applications), right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, whether subsisting now or in the future, and includes any right to apply for the registration, renewals and extensions and licences of any Intellectual Property and any application for grant of any of the aforementioned.

Indemnified Person means INTELLIDESIGN's officers, directors, employees, agents, consultants and contractors.

Loss means loss, damage, cost, expense or liability of any kind, including liability to a third party, any loss of profits or indirect, consequential, incidental, special exemplary, or punitive loss or damage.

Tax Invoice has the meaning given to that term in the GST Act.