

STREAMLINE CONNECT PTY LTD STANDARD TERMS AND CONDITIONS OF SUPPLY

The supply of Goods & Services by Streamline Connect Pty Ltd (ABN 36 622 963 286) to the Buyer will be subject to the following Terms and Conditions of Supply.

1. DEFINITIONS

- 1.1. "Buyer" means any person or persons, company or business entity to whom the Seller sells or supplies, or proposes to sell or supply, Goods or Services.
- 1.2. "Contract" means a contract for sale consisting of the Terms and Conditions and the Quote.
- 1.3. "Goods" means the Goods, Products or Services supplied or sold by the Seller to the Buyer from time to time.
- 1.4. "GST" means Goods and Services Tax or other tax that is substituted or replaces the GST.
- 1.5. "GST Law" means the New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 1.6. "Order" means a purchase order issued by the Buyer to the Seller in writing via email or a system generated document or any other suitable media.
- 1.7. "PPSA" means the Personal Property Securities Act 2009 (Cth) as amended from time to time.
- 1.8. "Quote" means any quote that remains valid for 30 days and includes only the Goods.
- 1.9. "Seller" means Streamline Connect Pty Ltd.

2. GENERAL

- 2.1. These Terms and Conditions will apply to the purchase of the Goods detailed in the Seller's Quote or Order by the Buyer from the Seller Streamline Connect Pty Ltd, a company registered in Western Australia, Australia under ABN 36 622 963 286 whose registered office is at c/o UHY Haines Norton PRT, 3/46 Albert Street, Busselton, WA 6280.
- 2.2. These Terms and Conditions will be deemed to have been accepted by the Buyer when the Buyer issues an Order or any act by the Seller which indicates fulfilment of the Order or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between the Buyer and the Seller.
- 2.3. These Terms and Conditions and the Quote (together, the Contract) apply to the purchase and sale of any Goods between the Buyer and the Seller, to the exclusion of any other terms that the Buyer tries to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4. Any Quote by the Seller is not and shall not be interpreted as an offer capable of acceptance or as creating an obligation to sell.
- 2.5. All drawings, specifications & details furnished by the Seller or contained in catalogues, price list or website are by way of general description only of the Goods and shall not form part of this Contract.
- 2.6. If a Buyer cancels or modifies any Order or part Order for Goods with specifications requested by the Buyer or

standard Goods with non-standard materials at any time after the Seller has received the Order then without prejudice to any other rights the Seller has against the Buyer the Seller reserves the right to charge the Buyer costs and charges for materials already acquired for the Order together with the cost of any labour and tooling expended to the date of such cancellation or alterations.

- 2.7. Words imparting the singular number include the plural and vice-versa.

3. PRICE

- 3.1. The price (Price) of the Goods is set out in the Seller's Quote current at the date of the Buyer's Order or such other price as agreed between the Buyer and Seller in writing.
- 3.2. If the cost of the Goods to the Seller increases due to any factor beyond the Seller's control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, the Seller can increase the Price prior to delivery.
- 3.3. Any increase in the Price under the clause above will only take place after the Seller has informed the Buyer about it.
- 3.4. The Price is inclusive of fees for packaging and transportation / delivery unless otherwise stated.
- 3.5. Prices quoted are based on the full quantities specified and do not necessarily operate pro rata for any greater or less quantities.
- 3.6. In the event of the suspension of manufacture or supply on the Buyer's instruction, or lack thereof, or due to the inability of the Buyer to accept the Goods for any reason on or after the date on which they are ready for delivery, the Buyer shall be liable for all extra costs and losses thereby incurred by the Seller.
- 3.7. Price quoted is exclusive of GST, the Buyer is required to pay the applicable GST to the Seller along with the Price at the same time when the Price is due as per the sale terms & conditions.

4. PAYMENT

- 4.1. The Seller will invoice the Buyer for the Price either:
 - 4.1.1. On or at any time after delivery of the Goods; or
 - 4.1.2. Where the Goods are to be received by the Buyer or where the Buyer wrongfully does not take delivery of the Goods, at any time after the Seller has notified the Buyer that the Goods are ready for receipt or the Seller has tried to deliver them.
- 4.2. The Buyer must pay the Price within 30 days of the date of the Seller's invoice or otherwise according to any credit terms agreed between the Buyer and Seller.
- 4.3. If the Buyer does not pay within the period set out above, the Seller will suspend any further deliveries to

the Buyer and without limiting any of the Sellers other rights or remedies for statutory interest, charge the Buyer interest at the rate of 10% per annum on the amount outstanding until the Buyer pays in full.

- 4.4. Time for payment will be of the essence of the Contract between the Buyer and Seller.
- 4.5. All payments must be made in Australian Dollars unless otherwise agreed in writing between the Buyer and Seller.
- 4.6. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

5. DELIVERY

- 5.1. The Seller will arrange for the delivery of the Goods to the address specified in the Quote or to another location as agreed in writing between the Buyer and Seller.
- 5.2. If the Buyer does not specify a delivery address or if both the Buyer and Seller agree, the Buyer must collect the Goods from the Seller's premises.
- 5.3. The Seller may at its discretion agree to act as agent for the Buyer for delivery beyond store or works and all costs of carriage and insurance shall be paid by the Buyer. The Seller shall not be liable for any damages caused to the Goods whilst they are in transit.
- 5.4. The Buyer shall at the Buyer's expense provide labour, cranes or forklift and reasonable access to point of delivery for offloading of the Goods without delay unless otherwise agreed or specified in the Quote.
- 5.5. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 7.30am to 4pm.
- 5.6. If the Buyer does not take delivery of the Goods, the Seller may, at the Seller's discretion and without prejudice to any other rights:
 - 5.6.1. Store or arrange for the storage of the Goods and will charge the Buyer for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or
 - 5.6.2. Make arrangements for the redelivery of the Goods and will charge the Buyer for the costs of such redelivery; and/or
 - 5.6.3. After 20 business days, resell or otherwise dispose of part or all of the Goods and charge the Buyer for any shortfall below the price of the Goods.
- 5.7. If redelivery is not possible as set out above, the Buyer must collect the Goods from the Seller's premises and will be notified of this. The Seller can charge the Buyer for all associated costs including, but not limited to, storage and insurance.
- 5.8. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Seller will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond the Seller's control or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.9. The Seller can deliver the Goods by instalments, which will be invoiced and paid for separately. Each

instalment is a separate Contract. Any delay in delivery or defect in an instalment will not entitle the Buyer to cancel any other instalment.

6. INSPECTION & ACCEPTANCE OF GOODS

- 6.1. It is the Buyer's responsibility when accepting this Contract or ordering to ensure the Goods ordered conform to the Buyer's requirements and are suitable and sufficient for the Buyer's purpose.
- 6.2. The Buyer must inspect the Goods on delivery or collection.
- 6.3. If the Buyer identifies any damages or shortages, the Buyer must inform the Seller in writing within 1 day of delivery, providing details.
- 6.4. Other than by agreement, the Seller will only accept returned Goods if the Seller is satisfied that those Goods are defective and if required, has carried out an inspection.
- 6.5. Subject to the Buyer's compliance with this clause and/or the Seller's agreement, the Buyer may return the Goods and the Seller will, as appropriate, repair, or replace, or refund the Goods or part of them.
- 6.6. The Seller will be under no liability or further obligation in relation to the Goods if:
 - 6.6.1. The Buyer fails to provide notice as set above; and/or
 - 6.6.2. The Buyer makes any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
 - 6.6.3. The defect arises because the Buyer did not follow the Seller's oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
 - 6.6.4. The defect arises from normal wear and tear of the Goods; and/or
 - 6.6.5. The defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by the Buyer, the Buyer's employees or agents or any third parties.
- 6.7. The Buyer bears the risk and cost of returning the Goods.
- 6.8. Acceptance of the Goods will be deemed to be upon inspection of them by the Buyer and in any event within 1 day after delivery.

7. RISK & TITLE

- 7.1. The risk in the Goods will pass to the Buyer on completion of delivery.
- 7.2. Title to the Goods will not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other Goods or Services that the Seller has supplied to the Buyer in respect of which payment has become due.
- 7.3. Until title to the Goods has passed to the Buyer, the Buyer must (a) hold the Goods on a fiduciary basis as the Seller's bailee; and/or (b) store the Goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 7.4. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy the Seller may have, or can at any time ask the Buyer to deliver up the Goods and, if the Buyer fail to do so promptly, enter any

of the Buyer's premises or of any third party where the Goods are stored in order to recover them.

- 7.5. The Buyer waives its rights to receive a verification statement in respect of any financing statement or financing change statement registered by or on behalf of the Seller under the PPSA to the extent permitted by the PPSA and agrees to that as between the Seller and the Buyer, to the extent permitted by the PPSA, the Buyer will have no rights under (or by reference to) sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA.

8. TERMINATION

- 8.1. The Seller can terminate the sale of Goods under the Contract where:
- 8.1.1. The Buyer commits a material breach of his obligations under these Terms and Conditions;
- 8.1.2. The Buyer is, became or, in the Seller's reasonable opinion, is about to become the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- 8.1.3. The Buyer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with the Buyer's creditors; or
- 8.1.4. The Buyer convenes any meeting of the Buyer's creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of Buyer's assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by the Buyer or any of the Buyer's directors or by a qualifying floating charge holder, a resolution is passed or petition presented to any court for the winding up of the Buyer's affairs or for the granting of an administration order, or any proceedings are commenced relating to the Buyer's insolvency or possible insolvency.

9. LIMITATION OF LIABILITY

- 9.1. The Seller's liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.
- 9.2. Subject to the clauses above on Inspection and Acceptance and Risk and Title, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.3. The Seller total liability will not, in any circumstances, exceed the total amount of the Price payable by the Buyer.
- 9.4. If the Seller does not deliver the Goods, the Seller liability is limited, subject to the clause below, to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 9.5. The Seller will not be liable (whether caused by the Seller's employees, agents or otherwise) in connection with the Goods, for:
- 9.5.1. Any indirect, special or consequential loss, damage, costs, or expenses; and/or

- 9.5.2. Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims; and/or
- 9.5.3. Any failure to perform any of the Seller's obligations if such delay or failure is due to any cause beyond the Seller's reasonable control; and/or
- 9.5.4. Any losses caused directly or indirectly by any failure or breach by the Buyer in relation to the Buyer's obligations; and/or
- 9.5.5. Any loss relating to the choice of the Goods and how they will meet the Buyer's purpose or the use by the Buyer of the Goods supplied.
- 9.5.6. The exclusions of liability contained within this clause will not exclude or limit the Seller's liability for death or personal injury caused by the Seller's negligence; or for any matter for which it would be illegal for the Seller to exclude or limit the Seller's liability; and for fraud or fraudulent misrepresentation.

10. COMMUNICATIONS

- 10.1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 10.2. Notices will be deemed to have been duly given:
- 10.2.1. When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- 10.2.2. When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- 10.2.3. On the fifth business day following mailing, if mailed by Australia Post.

11. FORCE MAJEURE

- 11.1. Neither party shall be liable for any failure nor delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, governmental action or any other event that is beyond the control of the party in question.

12. NO WAIVER

- 12.1. No waiver by the Seller of any breach of these Terms and Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

13. SEVERANCE

- 13.1. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

14. LAW & JURISDICTION

- 14.1. These Terms and Conditions are governed by and interpreted according to the Law of Western Australia. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the courts of Western Australia.