

## TERMS AND CONDITIONS OF SALE

Unless otherwise agreed in writing by Cohera-Tech Pty Ltd (ABN 20 105 425 330) ("Cohera-Tech"), the following conditions will apply:

### 1 EFFECT OF CONFLICT (IF ANY) WITH BUYER'S TERMS

1.1 These terms and conditions apply to the entire exclusion of any terms or conditions which may be proffered by the Buyer in its order, or in any other form, which are in any way in conflict or inconsistent with these terms and conditions, and regardless of when and how they are proffered, and notwithstanding that, but for this condition, Cohera-Tech would or might otherwise have been regarded as having accepted or agreed to be bound by such terms and conditions at any time prior to or upon delivery of the goods.

### 2 PRICES

2.1 Subject to any other arrangements agreed to in writing by Cohera-Tech all quotations are estimates only and are subject to confirmation in writing by Cohera-Tech.

2.2 All sale prices stated or quoted do not include delivery unless otherwise agreed in writing by Cohera-Tech.

2.3 If between the date on which Cohera-Tech agrees to sell the goods to the Buyer and the date of delivery of any of the goods, the cost to Cohera-Tech of any of the goods or components increases by reason of any alteration in the cost of materials, labour, insurance (including war risk), freight, cartage, excise, goods and services tax, value added tax, sales tax, or any other tax or in the rate of exchange, or by reason of any order or regulation of any Government or other relevant authority, or by reason of any other cause beyond Cohera-Tech's control, Cohera-Tech shall have the right, by notice in writing to the Buyer, to increase the purchase price of any of the goods ordered which are then undelivered, by such amount as in the opinion of Cohera-Tech, fairly reflects such increased cost or costs.

### 3 RETENTION OF TITLE

3.1 Property in the goods shall not pass to the Buyer until they have been paid for in full, but they shall be at the risk of the Buyer as from the time at which they leave Cohera-Tech's stores.

3.2 Until the goods have been paid for in full by the Buyer, they are merely entrusted to the Buyer as a bailee and Cohera-Tech remains the legal and beneficial owner of the goods, with full power to regain possession of them at any time (and for that purpose to enter any premises where they may be stored) and to re-sell them.

3.3 Until payment in full of the purchase price, the Buyer shall store the goods in a separate section in its premises in such a way as to indicate that they are not the property of the Buyer, but remain the property of Cohera-Tech.

### 4. DELIVERY

4.1 Unless otherwise agreed in writing by Cohera-Tech, delivery shall be arranged by Cohera-Tech at the Buyer's cost.

4.2 Cohera-Tech will use its best endeavors to deliver the goods by the agreed date (if any), but shall not be liable for any loss or damage arising directly or indirectly from delay, whether such delay be caused by Cohera-Tech or otherwise.

4.3 If for any reason whatsoever beyond the reasonable control of Cohera-Tech it is unable to supply the goods to the Buyer, this shall not constitute a breach of contract on its part, and its obligation to supply the goods shall be suspended while it continues to be unable to do so, but with liberty to it at any time to cancel the contract, or any unfulfilled part thereof, or renew it upon cessation of the cause which previously made it unable to do so.

4.4 The Buyer shall inspect the goods immediately on delivery and, within 14 days after delivery, give notice to Cohera-Tech of any defect or allegation that the goods are not in accordance with the contract. Goods which are said to be defective or not in accordance with the contract must be placed aside for inspection by a representative of Cohera-Tech. If the Buyer shall fail to give such notice, the goods shall be deemed to be in all respects in accordance with the requirements of the contract and the Buyer shall be bound to accept and pay for them accordingly.

### 5. INSTALLATION.

5.1 The site must have an active and available 240v GPO (General Purpose Outlet) for the Installer to use during installation and for the installed system to be powered from.

5.2 Flooring must be prepared and ready for system. Any objects obstructing the area of installation must be moved allowing appropriate space for the installer to perform installation.

5.3 In accordance to Manufactures specifications any metal or electrical equipment such as clothing and display racks (including shelving), Computers, Refrigerators, Air conditioner compressor units or other electrical items that emit RF noise must be at least 2 meters away from area of installed system. This is to help prevent interference or RF noise affecting the installed system.

5.4 After hours installations will incur additional installation charges. This charge will be reflected in the quoted package price. Failure in the above sections causing delay or extra time during installation will be charged.

5.5 Most Shopping complex's require information and notice for any after-hours work to be performed. All paperwork and approvals must be conducted prior to the booked install date. Failure to do so may result with our installer to cease work and postpone installation to another date. Extra charges may apply.

5.6 If the installation site is not equipped or prepared with the above or requested requirements for the booked installation date or time, Cohera-tech reserves the right to postpone the installation to the next available date. This will be arranged by Cohera-Tech or by a Cohera-Tech approved installer. Extra charges may apply.

### 6. PAYMENT

6.1 Unless otherwise agreed in writing by Cohera-Tech, all accounts are payable within the terms stated on the invoice.

6.2 Cohera-Tech reserves the right to suspend deliveries without liability where payment is not received in accordance with clause 5.1, or in accordance with any alternative arrangement agreed to in writing by Cohera-Tech.

6.3 If at the request of the Buyer, or as a result of any act or omission on its part, delivery of goods is postponed, payment will become due 30 days after notice to the Buyer that the goods are ready for delivery.

6.4 If the Buyer does not pay any monies when due, the Buyer shall pay Cohera-Tech interest on the amount unpaid from the due date for payment until the date of actual payment at the rate for the time being fixed under Queensland Penalty Interest Rate Acts

6.5 The rights conferred on Cohera-Tech by this Condition 5 are without prejudice to its other rights and remedies.

### 7. RETURN OF GOODS

7.1 It is a condition of the sale of goods that Cohera-Tech is not obliged to accept the return of any goods for credit which the Buyer no longer requires. However, Cohera-Tech may, at its absolute discretion, agree to do so on such terms and conditions as it thinks fit.

### 8. GOVERNING LAW

The validity, performance and construction of the contract between Cohera-Tech and the Buyer shall be governed in all respects by the laws of the State of New South Wales and the Buyer and Cohera-Tech submit to the jurisdiction of the Courts of that State.

### 9. WARRANTIES, ETC

9.1 Cohera-Tech undertakes to the Buyer that it will make available to the Buyer all benefits which Cohera-Tech actually receives under any warranties which exist in its favor from the manufacturer or other person from whom Cohera-Tech acquired the goods.

9.2 Any technical information, data literature and advice which be may given or made available in relation to the goods or their use or application is given in good faith and is believed by Cohera-Tech to be accurate and reliable but Cohera-Tech shall have no liability whatsoever to the Buyer or any other person in respect thereof.

9.3 Cohera-Tech's liability to the Buyer for or in respect of:

9.3.1 any breach of the undertaking contained in clause 8.1;

8.3.2 Any breach of any conditions or warranties which may be mandatorily implied into the contract by virtue of any of the provisions of Division 2 of Part V of the trade practices Act (other than those implied by Section 69 of the Act,) or which may otherwise howsoever by mandatorily included in this contract or exist collateral thereto; or

8.3.3 Any tort committed by Cohera-Tech in connection with the sale of the goods or the giving of any information or advice in relation to the goods; shall be limited to the replacement of the goods, or the supply of equivalent goods, or the cost of replacing the goods, or of acquiring equivalent goods, or the repair of the goods, or the payment of the cost of having the goods repaired (whichever Cohera-Tech may decide), and Cohera-Tech shall in no event be liable for any loss of profits or other loss or damage whatsoever provided however that nothing contained in this clause 8.3 , or any of the other conditions of the contract shall, in any way, exclude, restrict or modify any liability which may be imposed on Cohera-Tech by any of the provisions of Division 2A of Part V of the Trade practices Act.

8.4 All other conditions and warranties which would, or may, but for this provision be implied (whether by statute, law, trade, usage or otherwise howsoever) into the contract (including in particular, any as to identify trueness to type, merchantability or fitness of the goods for any particular purpose) hereby expressly excluded.

### 10. SALES TAX, GST, ETC.

10.1 All goods and services taxes, valued added taxes and all other taxes of whatsoever nature shall be to the account of the Buyer and shall be paid by the Buyer in addition to the purchase price. The Buyer indemnifies Cohera-Tech against any and all such taxes.

10.2 If by any reason of any legislation, regulation, government action or another cause beyond Cohera-Tech's control, any charge, impost, duty or tax of any nature which is not at present chargeable, applicable or payable on or in respect of the goods and/or the sale of them to the Buyer, becomes chargeable, applicable or payable, the full amount or amounts thereof shall be to the account of the Buyer, who indemnifies Cohera-Tech in respect thereof.

### 11 GENERAL

11.1 Cohera-Tech reserves the right to at any time refuse to accept or proceed with any order should any trade reference in respect of the Buyer be unsatisfactory to Cohera-Tech.

11.2 The Buyer acknowledges that the goods (in relation to security ) are deterrents only. Cohera-Tech does not guarantee the Buyer against theft, robbery, break and enter or other illegal intrusion and shall not be liable for any loss (in negligence or for breach of contract) including consequential or economic loss resulting from any failure of the goods to operate, to act as a deterrent, to lead to the capture of any thief or vandal and/or otherwise prevent the damage or destruction of life or property.