

1. General

The whole agreement between iZone Pty Ltd ABN 45 606 666 942 (**iZone**) and the Customer are those set out in these Terms and Conditions and those, if any, which are implied and which cannot be excluded by law (**Terms**). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) which are contrary to or inconsistent with these Terms shall not apply nor shall they constitute a counteroffer. By receiving delivery and/or supply of all or a portion of the goods, materials and/or parts by iZone under these Terms (**Goods**), the Customer shall be deemed to have accepted these Terms and to have agreed that they shall apply to the exclusion of all others. IZone may change and update these Terms from time to time. Please refer to the current Terms on iZone's website www.izone.com.au

2. Payment Terms

- 2.1 Payment is due strictly within seven (7) days from the date of invoice rendered in respect of the supply of the Goods. If payment is not received by the due date, iZone may on seven (7) days written notice to the Customer, charge liquidated damages at a rate equivalent to two percent (2%) in excess of the rate of interest for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.
- 2.2 IZone is entitled to set-off against any money owing to the Customer amounts owed to iZone by the Customer on any account whatsoever.
- 2.3 Any payments received from the Customer on overdue accounts will be applied first to satisfy interest which may have accrued, second to reasonable expenses and reasonable legal costs referred to in clause 2.4, and then to principal.
- 2.4 The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and reasonable legal costs (on a full indemnity basis) incurred by iZone for enforcement of obligations and recovery of monies due from the Customer to iZone.

3. Quotations and Pricing

- 3.1 Any quotations provided by iZone will remain valid for fourteen (14) days from the date of the quotation.
- 3.2 Any quotation, acceptance of quotation, purchase order or other document which requires signature may be signed in electronic form, and such signature shall be binding upon the person affixing that signature.
- 3.3 Unless otherwise specified by iZone, the prices exclude:
 - 3.3.1 Any statutory tax, including any GST, duty or impost levied in respect of the Goods and which has not been allowed for by iZone in calculating the price.
 - 3.3.2 Costs and charges in relation to insurance, packing (other than the standard packing of iZone), crating, delivery (whether by road, rail, ship or air) and export of the Goods.

3.4 This agreement between iZone and the Customer shall not be affected by any impositions or alterations of customs duties or by decisions of a Customs Department regarding either classification or value of duty or landing charges occasioned thereby. Any such impositions shall be to the account of the Customer.

3.5 Any claim or dispute in relation to the invoiced price must be notified to iZone in writing within fourteen (14) days of the date of invoice, and must include copies of the relevant invoice, proof of agreed price or applicable price list, and purchase order.

4. Delivery and Supply

4.1 Any times quoted for delivery and/or supply are estimates only and iZone shall not be liable for failure to deliver/supply, or for delay in delivery/supply. The Customer shall not be relieved of any obligation to accept or pay for Goods, by reason of any delay in delivery/supply or dispatch. IZone may stop supply of Goods if the Customer fails to comply with the Terms, including non-payment of invoices, after first giving the Customer a reasonable period of time to comply with the Terms.

4.2 If the Customer directs that delivery of the Goods be staggered over different times or to different addresses from those specified in the purchase order, then the Customer:

4.2.1 shall be liable for any additional cost, charge and expense incurred by iZone in complying with the Customer's direction;

4.2.2 shall pay for the whole of the invoiced value of the Goods notwithstanding the staggered deliveries; and

4.2.3 such action shall be deemed to be delivery to the Customer.

4.3 The Customer is deemed to accept delivery of the Goods when:

4.3.1 it is delivered to the Customer's premises;

4.3.2 IZone notifies the Customer that the Goods are available for collection; or

4.3.3 If the Customer arranges the pick-up, when it is picked up from iZone.

(Delivery)

4.4 A consignment note signed by the Customer, its employees or agents at the time of delivery, or pick-up, shall be considered as proof of delivery or pick-up.

4.5 If the Customer is unable or fails to accept delivery of the Goods, iZone may deliver it to a place of storage nominated by the Customer and, failing such nomination, to a place reasonably determined by iZone. Such action shall be deemed to be delivery to the Customer. The Customer shall be liable for all reasonable cost, charge and expense incurred by iZone on account of storage, detention, double cartage/delivery or similar causes.

5. Availability of Stock

Any order that cannot be fulfilled on its receipt will automatically be back ordered and processed when stock becomes available unless it is the Customer's stated standard policy not to accept back orders or the Customer specifically marks its order, "Do Not Back Order". Deliveries at any time are subject to availability of stock and iZone will not be liable for any charges due to product unavailability.

6. Returns, Cancellations and Claims

6.1 The Customer shall not return any Goods to iZone without obtaining prior authorisation from iZone. No returns will be accepted unless a copy of the relevant invoice is enclosed with the returned Goods. A list of the Goods returned including product descriptions, quantity, date of return and the Customer's name and address must also be enclosed. Freight charges must be paid by the Customer. All Goods must be returned in the original packaging and the Customer shall be responsible for all damage incurred during return shipment. A credit or refund will be issued by iZone once the returned Goods have been assessed and approved by iZone. The Customer shall not deduct the amount of any anticipated credit from any payment due to iZone but must await assessment and confirmation by iZone.

6.2 All Goods returned must be of merchantable and reasonable quality such that the Goods are complete in their original packaging, not shop-soiled, are not price ticketed and are still listed in the current price list.

6.3 If iZone accepts the return of any Goods, iZone may charge the Customer fifteen per cent (15%) of the invoice price as a handling fee inclusive of freight charges. The risk in the Good shall remain with the Customer until iZone accepts the return.

6.4 No cancellations or partial cancellation of an order by the Customer shall be accepted by iZone unless it has first consented in writing to such cancellation or partial cancellation and unless a cancellation charge has been paid which compensates iZone for all loss. Cancellation will not be accepted on Goods that are not regular stock which are ready for dispatch. Cancellation will not be accepted on Goods that are custom-made to specifications and requirements of the Customer to accommodate specific projects.

6.5 All complaints, claims, or notification of lost Goods, incomplete Goods, Goods damaged in transit or Goods that do not comply with the Customer's purchase order must be submitted by the Customer to iZone in writing within seven (7) business days of the date of the invoice rendered for the supply of the Goods. Otherwise, the Customer shall be deemed to have accepted the Goods and shall not refuse to pay for the Goods on the basis that they were lost, incomplete, damaged in transit, or do not comply with the Customer's purchase order.

7. Title and Risk

7.1 The title and ownership in the Goods remain with iZone until full payment is received for all the Goods, and any other payments owing to iZone by the Customer together with any collection, repossession and or legal costs incurred by iZone.

7.2 The affixing of Goods to any part of the Customer's premises does not have the effect of making the Goods a fixture and is severable by iZone.

7.3 The Customer indemnifies iZone, its employees, agents and contractors for any costs of removal, claims, actions and causes of action of any kind in respect of the removal of Goods under clause 7.2.

7.4 Risk in the Goods passes to the Customer upon Delivery.

8. Warranties

8.1 Subject to clause 9 below, iZone warrants against defective Goods in accordance with the manufacturer's warranty for the relevant Goods (**Warranty**).

8.2 Goods supplied which are covered by a Warranty will be replaced or repaired.

8.3 Any claim under the Warranty must be notified to iZone as soon as possible after the Customer becomes aware of the defect providing all relevant details of the claim.

8.4 The Customer acknowledges and warrants to iZone that:

8.4.1 it has relied on its own skill and judgment or, alternatively, on the skill and judgment of tradesmen retained by it to provide advice and assistance on the suitability of the Goods for specific purposes and procedures;

8.4.2 it is purchasing Goods as the principal and not as an agent;

8.4.3 it is not insolvent and will not be insolvent at the time any payments are made pursuant to these Terms; and

8.4.4 it will not become insolvent within 6 months and 1 day after any payment is made by it to iZone.

9. Limitation of Liability

9.1 Other than the warranties set out in these Terms, iZone excludes any other warranty or condition which would otherwise be implied in relation to the supply of Goods. To the extent permitted by law, iZone limits its liability to:

9.1.1 the replacement or repair of Goods or the supply of equivalent goods; or

9.1.2 the payment of the cost of replacing or repairing the Goods or of acquiring equivalent goods.

9.2 Certain Goods supplied by iZone, may be covered by a manufacturer's warranty. To the extent permitted by law, such a warranty is in substitution of all other terms,

conditions, warranties and representations, express or implied by law or otherwise.

9.3 To the extent permitted by law, iZone disclaims responsibility or liability for any injury, loss or damage resulting from the Customer not using or applying the Goods in accordance with the recommendations and directions provided by iZone and or the manufacturer.

9.4 Subject to this clause 9 and clause 10, iZone is not liable for any injury, loss or damage of any kind whatsoever which is consequential, special, indirect or otherwise arising out of or in connection with the supply of Goods, even if due to negligence of iZone, its employees, agents and contractors.

10. Australian Consumer Law

10.1 Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. For a major failure with a Good, the Customer is entitled to a replacement or refund and compensation for any other reasonable foreseeable loss or damage. If the failure does not amount to a major failure and if the Goods fail to be of acceptable quality, the Customer is also entitled to have the Goods repaired or replaced.

11. Personal Property Security Interest

11.1 The Customer grants iZone a security interest (as defined under the *Personal Property Securities Act 2009* (Cth) ("PPSA")):

11.1.1 in the Goods supplied (including the proceeds of any sale or insurance claim in respect of the Goods); and

11.1.2 in all present and future personal property of the Customer, whether beneficially owned or otherwise,

to secure the performance of the Customer's obligations under the Terms including without limitation to make payment of invoices (**Security Interests**) and agrees to iZone registering the Security Interests on the Personal Property Securities Register (**PPSR**) and, to the extent permitted by law, without the giving of notice. The Customer waives any right to receive notice of registration of such Security Interests.

11.2 As and when required by iZone, the Customer shall, at its own expense, provide all reasonable assistance and relevant information to enable iZone to register the Security Interests and generally to obtain, maintain, register and enforce iZone's Security Interests in respect of the Goods supplied.

11.3 The Customer shall not change its name or any other details relating to this Agreement that appear on the PPSR without first notifying iZone of the new details not less than seven (7) days before the change takes effect.

11.4 The provisions of this clause 11 will not apply to Goods that are purchased for personal, domestic or household purposes.

11.5 Notwithstanding any reference to a particular invoice/order, where any sum remains outstanding by the Customer on more than one invoice/order, any payments received from the Customer shall be deemed to be made by the Customer and applied by iZone in the following order:

11.5.1 To any obligation owed by the Customer to iZone which is unsecured, in the order in which the obligations were incurred;

11.5.2 To any obligations that are secured, but not by a Purchase Money Security Interest, in the order in which those obligations were incurred; and

11.5.3 To obligations that are secured by a Purchase Money Security Interest, in the order in which those obligations were incurred.

11.6 Until the Customer has paid all money owing to iZone the Customer shall at all times ensure that:

11.6.1 all Goods supplied by iZone, while in the Customer's possession, can be readily identified and distinguished; and/or

11.6.2 all proceeds (in whatever form) that the Customer received from the sale of any of the Goods are readily identifiable and traceable.

11.7 Where the Goods are purchased by the Customer and held as inventory (as defined under the PPSA), nothing in this clause shall prevent the Customer from selling or leasing and delivering the Goods in the ordinary course of the Customer's business. Until the Customer has paid all money owing to iZone, the Customer shall not sell or grant a security interest in the Goods without iZone's written consent.

11.8 In the event that the Customer defaults in the payments owed to iZone, iZone reserves the right to enter without notice upon the Customer's premises, or any other premises where the Goods are stored, to repossess the Goods. The Customer shall grant reasonable access to iZone, its employees and or agents to do all things required to secure repossession.

11.9 The parties agree to contract out of the PPSA in accordance with Section 115 of the PPSA to the extent that Section 115 applies for the benefit of, and does not impose a burden on, iZone. The Customer waives its right to receive a Verification Statement in respect of any Financing Statement or Financing Change Statement (as defined under the PPSA) registered by or on behalf of iZone in respect of the Security Interest created by these Terms.

12. Privacy Act 1988 (Privacy Act)

iZone shall collect, handle, store and disclose any Customer personal information in accordance with the Privacy Act, and as set out in its Privacy Policy. Please refer to iZone's Privacy Policy on the website www.izone.com.au. By submitting an order for Goods, the Customer warrants that all individuals whose personal information is provided iZone, have consented to iZone's use of the personal information for the purposes relating to the supply of Goods, and as set out in iZone's Privacy Policy.

13. Notification

Any notice under these Terms must be in writing and delivered, posted or emailed to the other persons last known address, or email address, respectively.

Where the Customer is an entity, the Customer must notify iZone in writing within seven (7) days of:

- 13.1 Any alteration of the name or ownership of the Customer.
- 13.2 The issue of any legal proceedings against the Customer.
- 13.3 The appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the Customer.
- 13.4 Any change in the ownership of the business name of the Customer. The Customer agrees that it shall be liable to iZone for all Goods supplied to the new owner by iZone until notice of any such change is received.

14. Force Majeure

The parties shall be released from their obligations under these Terms in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the control of the parties (**Force Majeure Event**) which may render the performance of their respective obligations impossible. This release is only valid for the duration of the respective Force Majeure Event.

15. Failure to act

iZone's failure to enforce or insist upon the timely performance of any provision in these Terms, or iZone's failure to exercise any right or remedy available under these Terms or at law, or iZone's failure to insist upon timely payment of overdue invoice or to demand payment of any charges or fees which accrue shall not constitute a waiver of any subsequent default or a waiver of iZone's right to demand timely payment of invoices in future or strict compliance with the Terms.

16. Legal Construction

- 16.1 These Terms shall be governed by and interpreted according to the laws of Western Australia and the parties consent and submit to the jurisdiction of the Courts of Western Australia.
- 16.2 Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any legislation or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.
- 16.3 The Customer acknowledges that where the Customer consists of more than one party or entity, any liability under these Terms shall apply to all parties jointly and severally.
- 16.4 The Customer may electronically sign an electronic copy of any document in relation to these Terms (via DocuSign or similar applications or by affixing an electronic copy of any relevant signature). The parties intend that any electronic copy so signed will constitute a properly executed original document.