

## CONDITIONS AND TERMS OF SUPPLY

Kingsway Corporate Services Pty Ltd (“the Supplier”) supplies Software/Hardware/Services (“the goods”) to the Customer on the basis of the following terms and conditions and the Customer’s acceptance of this is evidenced by their purchase or use of the goods.

1.
  - a. Payment falls due and payable as listed in the payment term of the invoice.
  - b. The Customer agrees to pay interest on any overdue accounts from the day the amount became due at the rate from time to time applied by the Westpac Banking Corporation on overdrafts in excess of \$100,000 plus two percent (2%).
  - c. The Customer agrees to pay in addition to interest a monthly administration fee on overdue accounts in the sum of \$50.00.
  - d. Interest on overdue accounts and administration fees are without prejudice to any other rights of the supplier under this Agreement.
  - e. Pending payment in full for the goods, the Customer:
    - (i) must not supply any of the goods to any person outside of its ordinary or usual course of business;
    - (ii) must not allow any person to have or acquire any interest or security interest in the goods;
    - (iii) must insure the goods for their full insurable or replacement value (whichever is the higher) with an insurer licenced or authorised to conduct the business of insurance in the place where the Customer carries on business;
    - (iv) must not remove, deface or obliterate any identifying plate, mark or number on the goods.
2. The Customer will comply with the terms of any licence agreement applicable to any part of the goods and the Customer shall not copy the goods in whole or in part except to make copies as are necessary for the purpose of a bona fide system backup and security.
3.
  - a. The property of the Supplier in the goods remains with the Supplier until the Supplier has been paid in full for the goods under all individual contracts and terms set out in the Order or Invoice for the supply of the goods, between the supplier and the customer.
  - b. Risk in the goods shall pass to the Customer on despatch to the Customer.
  - c. Delivery shall occur upon the physical delivery to the Customer or if installation is required upon loading at the Customer’s premises. The Supplier is authorised to deliver and install goods at the address given to the Supplier by the Customer for that purpose and it is expressly agreed that the Supplier shall be taken to have delivered and installed the goods in accordance with its contract if that Addressee obtains from any person a receipt or signed delivery docket for the goods.
4.
  - a. The Customer is a bailee of the goods until such time as property in them passes to the customer and that this bailment continues in relation to each of the goods until the price of the goods has been paid in full;
  - b. Despite Clause 1e., if the Customer supplies any of the goods to any person before all moneys payable by the Customer have been paid to the Supplier, the Customer agrees that:
    - (i) it holds the proceeds of resupply of the goods on trust for and as agent for the Supplier immediately when they are receivable or are received;
    - (ii) it must either pay the amount of the proceeds of resupply to the Supplier immediately when they are received or pay those proceeds into an account with a bank or financial institution or deposit-taking institution as trustee for the Supplier,
    - (iii) in the event that the Customer uses the goods in some manufacturing or construction process of its own or some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as relates to the goods in trust for the Supplier. Such parts shall be deemed to be equal in dollar terms to the amount owing by the Customer to the Supplier at the time of the receipt of such proceeds.
    - (iv) If the Customer fails to pay for the goods within the period of credit (if any) extended by the Supplier to the Customer, the Supplier may recover possession of the goods at any site owned, possessed or controlled by the Customer and the Customer agrees that the Supplier has an irrevocable licence to do so.
5. The Supplier does not warrant that the goods will be error free, the use of the goods shall be uninterrupted or that the goods will be fit for purpose. Any liability of the Supplier shall be in the case of goods be limited to the replacement of the goods or the supply of equivalent goods and in the case of services to the supply of the services again.
6. The Customer must notify the Supplier in writing of Products they wish to return. No goods can be returned without a completed and authorised Kingsway Corporate Services Pty Ltd, Goods Return Authorisation form. Goods will only be credited to the Customer’s account if returned in the same condition as delivered to the Customer initially and received by the Supplier within 14 days from the initial delivery. The Supplier reserves the right to apply a minimum restocking fee of 10% of the invoiced value of the product.
7. Nothing in this Agreement shall exclude, restrict or modify any condition, warranty or liability which may at any time be implied by the Trade Practices Act, the Sale of Goods Act or any other law where to do so would render the above provision of this Agreement void provided that liability is limited as far as possible as provided in Clause 5. hereof.
8. This Agreement will be governed and constructed according to the laws of the State of New South Wales.
9. This Agreement constitutes the entire agreement between the parties and is not transferable without the written consent of the Supplier.