

AUSTEK INNOVATIONS
TERMS AND CONDITIONS OF SALE

1. General

- 1.1 All orders placed with Austek Innovations Pty Ltd shall only be accepted subject to these Terms and Conditions and Austek may at any time and from time to time alter these Terms and Conditions of Sale. Any such alterations to the Terms and Conditions of Sale shall apply after notification by Austek Innovations Pty Ltd to the customer.
- 1.2 A binding contract for the sale of goods shall be deemed to come into existence when an offer to purchase goods from Austek Innovations Pty Ltd has been made by the buyer and subsequently accepted by Austek. Confirmation of the order processed by Austek can either be by an authorised recorded telephone confirmation or by a returned faxed order confirmation form or returned email order confirmation.
- 1.3 A statutory cooling off period of ten (10) business days from the date of order confirmation applies. In the event that goods have been delivered they may only be returned as per the conditions set out in Clause 4.5. The acceptance for the return of those goods will be subject to a return authorisation (RA) number being issued by Austek Innovations Pty Ltd and attached to the goods prior to being returned. Unauthorised returns without an (RA) number will be refused delivery and automatically returned to the customer by Australia Post or Courier.

2. Payment

- 2.1 Payment in full for the goods invoiced to the Buyer shall be made to Austek Innovations Pty Ltd not later than 30 days following the date of invoice unless alternative arrangements have been made and confirmed by Austek directly with the Buyer.
- 2.2 If the customer fails to make payment in accordance with clause 2.1 Austek Innovations Pty Ltd shall be entitled to:
 - a) Charge default interest at the rate of 15% per annum on all overdue amounts (including late payment charges and amounts other than the price) calculated on a day to day basis on any monies due but unpaid such interest to be completed from the due date for payment AND the parties agree that such default interest is not a penalty but is a true measure of damages incurred by Austek Innovations Pty Ltd. Payments received from the customer will be credited first against any default interest and all such charges shall be payable on demand.
 - b) Claim from the customer all costs relating to any action taken by Austek Innovations Pty Ltd to recover monies or goods due from the customer including any legal cost and disbursements on a solicitor-client basis and
 - c) Cease any further deliveries to the customers and to terminate any agreement in relation to products that have not been delivered.
 - d) In the event of the Customer being in default of its obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection the Customer shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and in the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on an indemnity basis.
- 2.3 If payment of the full amount due under any invoice is not made within the time allowed for payment Austek Innovations Pty Ltd shall be entitled to:
 - a) require payment of cash in advance in respect of undelivered goods: or
 - b) refuse to make delivery of any undelivered goods where ordered under the contract or between Austek Innovations Pty Ltd and the buyer without incurring any liability whatsoever to the buyer for non delivery or any delay in delivery.

3. Delivery

- 3.1 Unless otherwise specified the Goods will be delivered by any method of delivery chosen by Austek Innovations Pty Ltd.

- 3.2 Delivery of the goods shall be at the delivery address specified in the telephone confirmation, faxed or emailed order confirmation form or if not so specified the Buyer's premises.
- 3.3 Should the buyer or its servants or agents refuse to accept delivery of the goods, Austek Innovations Pty Ltd reserves the right to charge a handling and administration fee of \$50.00 + GST per consignment each time a consignment is refused.

4. Property and Risk

- 4.1 The risk and the responsibility in and for the Goods shall pass to the buyer when Austek Innovations Pty Ltd delivers the goods in accordance with those terms and conditions.
- 4.2 Notwithstanding delivery of the product, ownership of the given product shall remain with Austek Innovations Pty Ltd until the customer has paid and discharged any and all other indebtedness to Austek on any account whatsoever. Any payment made by or on behalf of a customer which is later avoided by the application of any Statutory Provision shall be deemed not to discharge the customer's indebtedness and in such an event the parties are to be restored to rights which each respectively would have had if the payment had not been made.
- 4.3 The customer hereby irrevocably grants to Austek Innovations Pty Ltd, its agents and servants an unrestricted licence, without notice to enter premises occupied by the customer to identify and remove any of the products that are the property of Austek Innovations Pty Ltd in accordance with the Terms and Conditions of Sale without in any way being liable to the customer or any person claiming through the customer. Austek Innovations Pty Ltd shall have the right to sell or dispose of any such products removed or otherwise in its sole discretion and shall not be liable for any loss occasioned thereby.
- 4.4 The liability of Austek Innovations Pty Ltd for a breach of a condition or warranty implied by Sections 54, 56 & 58 of Australian Consumer Law within the Competition & Consumer Act 2011 is limited to: In the case of goods, one or more of the following: i) the replacement of the goods; or ii) the supply of equivalent goods; or iii) the repair of the goods; or iv) the payment of the cost of replacing the goods or acquiring of equivalent goods; or v) the payment of the costs of having the goods repaired.
- 4.5 Returns of goods cannot be made & will not be accepted without a returns authorisation (RA) number. In the event that goods are returned without an (RA) number, the customer is liable for; i) the freight costs incurred in totality; and/or ii) the cost of the goods, if the goods were not returned with tracking and are lost in the process of being returned. In the event that goods are returned in accordance with Clause 1.3 or 4.4, a copy of the sales invoice should be attached to the goods. Returns made where the fault does not lie with Austek Innovations Pty Ltd the customer will be liable for a 15% restocking fee plus freight costs to return the goods to Austek, which will be payable in advance.

5. Force Majeure

- 5.1 Austek Innovations Pty Ltd shall not be liable for any failure or delay in supply or delivery of the products where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of Austek, including but not limited to, war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention transport delays, fine, act of god, breakdown of plant, shortage of supplies of labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

6. Governing Law

- 6.1 The customer agrees that these Terms and Conditions of Sale shall be construed according to the laws of the State or Territory as Austek Innovations Pty Ltd may in its sole discretion determine. Proceedings may be instituted in such a State or Territory as Austek Innovations Pty Ltd may in its sole discretion determine. Failing such determination the customer consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of the State of New South Wales.