



TERMS AND CONDITIONS OF TRADE FOR SUPPLY OF PRODUCTS

1. DEFINITIONS

- **"Contract Price"** is the agreed price for the supply of the Products.
- **"the Company"** means **Corteo Pty Ltd ACN 121 052 159**.
- **"this Contract"** is for the supply, installation and commissioning of the Products pursuant to these Terms and Conditions.
- **"the Customer"** means any entity engaging the Company to supply Products.
- **"Intellectual Property"** means the name, and all trade marks, logos, service marks, trade names, business names, copyrights, designs, patents, inventions, processes and other technical know-how, confidential information and other rights in industrial property and applications for the Product;
- **"the Product/s"** means electronic tracking and communication devices.

2. THE CUSTOMER MUST:-

- Make payment of deposits and/or payments of the Contract Price on the agreed terms.
- Pay interest at 2% per annum above the rate fixed by the Penalty Interest Rates Act of 1983 on all overdue payments until date of payment.
- Pay the Contract Price in Australian dollars, free of exchange and without deduction of any kind.
- Accept this Contract at the same time it engages the Company.

- Be responsible for all additional costs and expenses and sign job variation orders authorising such costs and expenses.
- Pay for any duty, tax (including GST), impost or outlays of whatsoever nature levied in connection with the Products.
- Be solely responsible for and indemnify the Company against:-
 - any loss or damage to the Products;
 - all claims whatsoever for injury to person or property caused by or in connection with the Products.

(other than through the Company acting negligently.)

- Accept all risk and responsibility for the Products being sufficient and suitable for its purpose.
- Insure the Products against loss, theft or damage.
- Accept that the Company is not liable for damages or penalties arising from delays in delivery, installation and commissioning and that the Customer is responsible for delivery of the Product.
- Limit the liability of the Company, whatsoever and howsoever arising and unless otherwise expressly excluded under these conditions, to a sum equivalent to the costs of replacing the Products.

- Agree that, apart from its rights under this Contract neither the Company nor its representatives will be liable for any loss, damage, claim or demand incurred or made by any person (whether based in tort, agreement, statute or otherwise) arising under or in connection with this Contract, including provision of the product or failure to provide the product.
- Agree to indemnify the Company and its representatives against all claims, demands, damages, costs, penalties, suits and liabilities of any nature caused directly or indirectly by an act or omission or any breach by the Customer of any provision of this Contract including the warranties given by it.
- Provide necessary power, environmental conditions, physical security, consumables, telecommunications services, safe workplace and all insurances, permits and licences as required by law.
- Acknowledge that:
 - the Intellectual Property is a proprietary process and must remain the property of the Company;
 - it must not modify the Intellectual Property or its packaging in any way;
 - the Company owns the Intellectual Property and retains title and ownership of the Intellectual Property regardless of the form or media in or on which the original and other copies may exist;
 - this Contract is not a sale of the original Intellectual Property or any copy;
 - it may not copy the Intellectual Property, neither may it modify the Intellectual Property or merge it with another program;
 - it may not reverse engineer, disassemble, decompile or make any attempt to discover the Intellectual Property;
 - it may not translate or create derivative works based on the Intellectual Property without the Company's written authority;
 - it may not remove, obscure or alter any notice of the copyright or other proprietary rights related to the Intellectual Property;
 - it may not lend, sub-licence, rent or lease or make available to any person any portion of the Intellectual Property or any derivative;
 - it may not make the Intellectual Property available to any person or entity;
 - this right is non exclusive and non transferable.

3. THE CUSTOMER MUST NOT:-

- Withhold payment of any amount due to the Company on account of any claim against the Company whether admitted or disputed.
- Deny a signature of any employee, agent or carrier utilised or employed by the Customer.
- Claim for faulty Products unless in writing and made within seven days of the date of receipt of the Products.
- Install and commission the Products or attempt to do so, other than through or by the Company.

4. THE COMPANY MUST:-

- Be paid all brokerages, commissions, allowances and other remunerations.
- Provide install and commission the Products.
- Use due care and skill in relation to the provision of the Product free from errors or omissions.

- Warrant that the Product is free from defects in materials or workmanship for one year from the date of acquisition provided always that: (a) the Customer has notified the Company in writing immediately any defect is discovered; (b) the Customer can prove that the Customer acquired the Product directly from the Company; (c) no person other than a Company approved technician has repaired the Product; (d) the Product has not been tampered with; (e) there has been no voltage or power surge; (f) only genuine software, parts, consumables and accessories have been legally interfaced with the Product.

5. THE COMPANY MUST NOT:-

- Be precluded from raising a debit in respect of any fee or disbursement lawfully due to it, whether or not any notice was given that further debits were to follow.
- Be liable for loss of or damage to Products unless such loss or damage occurs whilst the Products are in the actual custody of the Company and under its actual control and unless such loss or damage is due to the wilful neglect or default of the Company or its own servants.
- Be under an obligation to make any declaration to any state or federal authority unless written instructions are given to the Company.
- Have a liability of any nature whatsoever to effect a recovery of amounts wrongfully paid or levied.
- Be liable for any loss arising directly or indirectly from advice given.
- Be precluded in any way from having access at all times to the Product for maintenance and repair.

6. THE COMPANY MAY:-

- Add to the Contract Price any amount which may be required to be remitted to any appropriate authority to properly perform the Contract.
- Offset all or part of any of the Contract Price against any moneys owed by the Customer to the Company or to pay for any of the Company's equipment which was lost, damaged, stolen or destroyed during the course of the Contract.
- Claim and recover from the Customer all losses, costs and expenses incurred by the Company in consequence, directly or indirectly, of any breach of the Contract on the part of the Customer including the legal costs, as between Solicitor and own client.
- Pending forwarding and delivery, warehouse Products at any place at the sole discretion of the Company at the Customer's risk and expense.

7. THE PARTIES AGREE THAT:-

- This Contract is to be governed by the laws of the State of Victoria.
- These conditions apply to all Products supplied by the Company to the Customer unless expressly varied in writing by the Company.
- Ownership of all Products remains the property of the Company as legal and equitable owner and does not pass to the Customer until paid for in full. Until then: (a) if the Product is used to make a new product, that the new product is owned by the Company; (b) the Customer is in possession of the Products solely as bailee for the Company; (c) the Customer must store the Products separately from its own; (d) the Customer must on request provide details of all parties to whom Products have been delivered.

- The Company is not liable for any consequential damages or loss of whatsoever nature in any circumstances.
- The Contract constitutes the only agreement between the Company and the Customer.
- The Customer has not been induced to enter into this Contract by any representations whatsoever made by or on behalf of the Company.
- No variation, alteration or addition to the Contract must be of any force or effect unless in writing and signed by duly authorised representative of the Company and the Customer.
- The Company is not a common carrier. Whenever the Company is instructed to undertake or arrange transport, storage or any other service, it must be authorised to entrust the Products or arrangements to third parties subject to the latter's Contractual conditions. The Customer must be bound by such conditions and must indemnify the Company against any claims arising out of their acceptance.
- References to this document include its recitals and any schedule or annexure.
- It is the intention of the parties that this document must take effect as a Contract.
- This contract constitutes the only agreement between the parties.
- Neither party can make any public comments about this document without the written consent of the other party.
- If a party makes a *taxable supply* in connection with this **Contract** for a *consideration*, then the party liable to pay for the *taxable supply* must also pay, at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.
- Risk of loss, damage or deterioration to the Products must pass to the Customer upon installation.
- If the Customer breaches any conditions or warranties in the Contract or implied by law which cannot be excluded but which can be limited, then the Company limits its liability (where it is fair and reasonable to do so) to either of the following at its option:
 - supply of the product again, free of charge to the Customer; or
 - paying the Customer the cost of having the product supplied again.