

1 About these Product Terms

These Product Terms apply in respect of an Order that you and we execute for our supply of Product and must be read in conjunction with our [Terms of Service](#) and other documents that comprise an Agreement.

2 Orders, Invoicing

- a. A quotation or proposal is only open for acceptance by you for a period of fourteen (14) days from the issue date.
- b. All prices quoted are exclusive of, freight charges, agents' charges and any other charges, duty or impost.
- c. Products will be invoiced on shipment from our warehouse to your premises or our staging facility and may represent partial or whole shipments, as applicable.

3 Delivery

- a. Unless otherwise agreed in writing we will deliver the Products to your premises as notified by the you in writing.
- b. Delivery times or any estimate of time to deliver Product that are advised to you or stated in the Agreement are estimates only and we will not be liable under any circumstances for any loss, damage or delay suffered or incurred by you or your customers in respect of any delay in delivering or failure to deliver any Product when due or estimated.
- c. We may make part deliveries of an Order and each delivery will constitute a separate Agreement, unless otherwise agreed in writing by our authorised representative.

4 Inspection & Acceptance

You:

- a. must inspect and test all Products upon their delivery to you; and
- b. in relation to any Product that you believe is defective or does not comply with the Order must within seven (7) days of delivery give written notification to us setting out how the item is defective or does not comply with the Order. If you do not comply with this clause then, to the extent permitted by any relevant legislation, the relevant Product will be deemed accepted by you.

5 Warranties

We will notify you of any applicable manufacturer's warranty in relation to any Product. Software Products are warranted in accordance with the relevant licence agreements that govern their use.

6 Title & Risk

- a. Risk of loss of or damage to the Products will pass to you upon delivery of the Products to you or when you take custody or control of the Products.
- b. Title in the Products will not pass to you until the whole of the purchase price and any other charges payable under the Order are paid by you in full. Until that time, you must store the Products in such a manner as to clearly show that they are our property and you shall upon our demand deliver up those Products to us.
- c. Title to any software Products remains with us or the applicable third-party licensor(s) at all times.
- d. The risk of loss of, or damage to, Products will pass to you on delivery to you or your nominated agent.
- e. Where title to any Products has not passed to you, you must not do any of the following in relation to any such Products except where expressly permitted by an Agreement:
 - (i) create or allow any interest in, or dispose or part with possession of, the Products;
 - (ii) allow the Products to be taken outside Australia;
 - (iii) allow the Products to become an accession to or commingled with any other property; or
 - (iv) grant any security interest in respect of accounts owed to you in relation to the Products, without our prior written consent.

- f. You grant us and our representatives an irrevocable licence to enter any land or premises for the purpose of inspecting, seizing or otherwise enforcing our rights in respect of Products under an Agreement. We may seize Products where you have not paid us for them in accordance with an Agreement. You must indemnify us for any claims for damage to property or personal injury as a result of exercising those rights. If we seize or retake possession of any Products, we may deal with them as we think fit.

7 PPSA

- a. Words and phrases used in this clause that have defined meanings in the Personal Property Securities Act 2009 (Cth) (**PPSA**) have the same meaning as in the PPSA, unless the context indicates otherwise.
- b. Each Agreement is a security agreement for the purposes of the PPSA. You acknowledge that you have granted us a security interest in the Products and their proceeds which is a purchase money security interest and that it secures payment of the purchase price for the Products.
- c. You consent to us perfecting any security interest arising in connection with an Agreement by registering a financing statement on the Personal Property Securities Register (**PPSR**) and any other applicable security registers in any manner we consider appropriate. You agree to do anything that we reasonably require to ensure that the security interest:
 - (i) is enforceable, perfected and otherwise effective; and
 - (ii) has priority over all other security interests.
- d. You waive your right to receive any notice (including notice of a verification statement) that is required by the PPSA unless the notice is required by the PPSA and cannot be excluded.
- e. You agree not to exercise your rights to make any request of us under section 275 of the PPSA. However, this does not limit your rights to request information other than under section 275 of the PPSA. Neither you nor us will disclose any information of the kind mentioned in section 275(1) of the PPSA unless section 275(7) of the PPSA applies.
- f. To the extent permitted by law, the parties contract out of and you waive your rights under the following provisions of Chapter 4 of the PPSA:
 - (i) section 95 (notice of removal of accession), to the extent that it requires us to give a notice to you;
 - (ii) section 96 (when a person with an interest in the whole may retain an accession);
 - (iii) section 121(4) (enforcement of liquid assets - notice to grantor);
 - (iv) section 125 (obligation to dispose of or retain collateral);
 - (v) section 130 (notice of disposal), to the extent that it requires us to give a notice to you;
 - (vi) section 132(3)(d) (contents of statement of account after disposal);
 - (vii) section 132(4) (statement of account if no disposal);
 - (viii) section 142 (redemption of collateral); and
 - (ix) section 143 (reinstatement of security agreement).

8 Software

- a. Any software Product supplied will be subject to any applicable licence agreement or licensing laws.
- b. You agree to use the software Product in accordance with the terms and conditions of any applicable licence agreement and if required by us will execute any licence agreement.
- c. Where any software Product supplied is our software then we agree to grant to you a non-exclusive, non-transferable licence in relation to the software. Our licence for the software may contain other terms and conditions in relation to the software and its use, and you agree to comply with those terms.