

TERMS AND CONDITIONS

FOR THE SALE AND SUPPLY OF GOODS

BVN Group Pty Ltd (ACN 643 175 400) trading as **PLC World**

1. DEFINITIONS

1.1 "Contract" means these terms and conditions, together with any quotation, purchase order, invoice or other document or amendment expressed to be supplemental to this Contract.

1.2 "PLC World" means BVN Group Pty Ltd (ACN 643 175 400), its successors and assigns, and any person acting on behalf of and with the authority of BVN Group Pty Ltd.

1.3 "Confidential Information" means information of a confidential nature, whether oral, written or in electronic form, including but not limited to trade secrets, financial and commercial affairs, pricing details, supplier information, client information and intellectual property.

1.4 "Customer" means the person, entity or any person acting on behalf of and with the authority of the Customer requesting PLC World to supply the Goods as specified in any quotation, order, invoice or other documentation.

1.5 "Delivery" means the date that PLC World provides the Goods to the Customer.

1.6 "Estimated Price" means the approximate cost of the Goods as provided by PLC World to the Customer in the Quotation.

1.7 "GST" means Goods and Services Tax as defined within the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

1.8 "Goods" means all goods and services provided by PLC World to the Customer at the Customer's request from time to time, as specified in any quotation or otherwise.

1.9 "Invoice" means the final document provided by PLC World to the Customer, outlining the Goods ordered, total price payable, delivery charges and any other applicable costs.

1.10 "Price" means the total amount payable by the Customer to PLC World, as determined on the Invoice.

1.11 "Purchase Order" means the written request provided by the Customer from PLC World for the Goods, including detailed information such as series versions and firmware levels.

1.12 "Quotation" means the estimate provided by PLC World to the Customer in respect of the Purchase Order, establishing the Goods to be provided for the price payable (plus any GST where applicable) as agreed between PLC World and the Customer, and subject to the Quote Validity Period.

1.13 "Personal Information" has the meaning given to it under the Privacy Act 1988 (Cth).

2. ACCEPTANCE

2.1 The Customer acknowledges that any quotation provided by PLC World is not to be construed as an offer or obligation to provide the Goods. PLC World reserves the right to accept or reject any orders, in response to a quotation or otherwise, received by the Customer.

2.2 The Customer acknowledges that, due to fluctuating market pricing, quote validity will vary between suppliers. PLC World will provide a specific period on all quotations for the validity of the cost and delivery dates of the Goods ("**Quote Validity Period**"). Any quotations or contractual delivery dates that fall outside the Quote Validity Period will be subject to further confirmation between the Customer and PLC World before acceptance.

2.3 In the event of any inconsistency between these terms and conditions and any other prior document or schedule that the parties have entered into, these terms and conditions shall prevail.

2.4 Any amendment to these terms and conditions may only be made in writing by the consent of both parties. This provision does not affect PLC World's rights to amend these Terms for any subsequent Quotations and orders with the Customer in accordance with clause 3.7.

2.5 PLC World reserves the right to vary the price and delivery date for orders that fall outside the Quote Validity Period. In all such cases, PLC World will notify the Customer in advance of any such amendment and reserves the right to place the Customer's order on hold until such time as PLC World and the Customer agree to such changes.

2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the *Electronic Transactions Act 2000* (NSW) or any other applicable provision of that Act or any Regulations referred to in that Act.

2.7 PLC World (at its sole discretion) shall only provide the Goods after receipt of the executed Quotation from the Customer, confirming their acceptance of the Quotation.

3. GENERAL

3.1 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, arbitration in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.

3.2 The failure of either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision.

3.3 These terms and conditions and any contract to which they apply shall be governed by the law of the state of New South Wales, and are subject to the jurisdiction of the courts in Sydney, New South Wales.

3.4 To the maximum extent permitted by law, PLC World shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach of these terms and conditions. PLC World's liability shall be limited to damages which under no circumstances shall exceed the price of the Goods.

3.5 PLC World may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.

3.6 The Customer cannot licence or assign without the written approval of PLC World.

3.7 The Customer agrees that PLC World may amend their general terms and conditions for subsequent future Quotations with the Customer by disclosing such to the Customer in writing. These changes will be deemed to take effect from the date on which the Customer accepts such changes, or otherwise, at such time as the Customer makes a further request for PLC World to provide Goods to the Customer.

3.8 Neither party shall be liable for any default due to war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including worldwide destination ports), etc., ("**Force Majeure**") or other event beyond the reasonable control of either party.

3.9 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

3.10 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

4. ERRORS AND OMISSIONS

4.1 The Customer acknowledges and accepts that PLC World shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s) in the Goods:

(a) resulting from an inadvertent mistake made by PLC World in the formation and/or administration of this Contract; and/or

(b) contained in/omitted from any document (hard copy and/or electronic) supplied to or by PLC World in respect of the Goods.

4.2 In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or wilful misconduct of PLC World, the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.

5. CHANGE IN CONTROL

5.1 The Customer shall give PLC World not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees, or business practice). The Customer shall be liable for any loss incurred by PLC World as a result of the Customer's failure to comply with this clause.

6. PRICING AND PAYMENT

6.1 At PLC World's sole discretion, the Estimated Price shall be as indicated on any Quotation provided by PLC World to the Customer, unless specifically stated in writing by PLC World, exclusive of any freight charges or other costs.

6.2 PLC World will charge the Customer a Delivery charge per order, charged at the rate specified in the Quotation or Invoice, on all orders that are delivered to a Customer's premises, or as directed by the Customer, which will be shown as a separate item on all Quotations and Invoices.

6.3 PLC World reserves the right to vary the Quotation and the Customer acknowledges the following:

- (a) the Estimated Price is subject to change and all orders are accepted by PLC World on the condition that they will be invoiced at the prices applying at the date of dispatch of the Goods from PLC World's premises;
- (b) Goods are sold on an ex-warehouse/ex-works basis and unless specified otherwise, prices do not include any transport costs and will be separately noted on the Quotation. Where the Customer requires freight to be prepaid, all expenses will be added to the Customer's account, at cost;
- (c) all prices shown in any of PLC World's publications including price lists, brochures, catalogues, electronic media and other advertising material are recommended selling prices only and there is no obligation on the part of any re-seller to maintain the same prices;
- (d) Goods that are quoted as 'ex-stock' are subject to prior sale and any delivery time quoted is made without commitment; and
- (e) all price lists and Quotations are issued in accordance with clause 2.

6.4 Unless otherwise stated, the price does not include GST. In addition to the price, the Customer must pay to PLC World an amount equal to any GST PLC World must pay for any supply by PLC World under this or any other agreement for the sale of the Goods.

6.5 For established trading accounts with credit facilities, the Customer's account must be paid within thirty (30) days of receipt of Invoice, unless otherwise stated.

6.6 For new Customer first orders, the Customer will be required to make an up-front payment for any Purchase Order.

6.7 Payment may be made by electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed between the Customer and PLC World.

6.8 The Customer acknowledges and agrees that it must make all payments that become due and payable in accordance with this Contract without any set-off, counterclaim, deduction or condition, unless otherwise agreed in writing by PLC World.

6.9 All payments made to PLC World must be made in Australian Dollars.

6.10 The Customer acknowledges that any payments made by Visa, MasterCard or American Express (Amex) will attract a 2% surcharge per transaction.

6.11 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by PLC World nor to withhold payment of any Invoice because part of that invoice is in dispute.

7. DISTRIBUTION RIGHTS AND DISCLOSURES

7.1 PLC World is a business-to-business supplier of industrial electronics. PLC World sources genuine products through a global network of authorised distributors, surplus stock, retired inventory, independent suppliers and a wide network of international distribution channels, including parallel imports.

7.2 PLC World discloses, and the Customer acknowledges and accepts, that PLC World is not an authorised or registered distributor for any brand of goods it supplies, including but not limited to Allen Bradley, Siemens, Schneider, Omron, Mitsubishi, Panasonic, and GE/Fanuc. The original manufacturer's warranty will not apply to the Goods. PLC World provides its own warranty in accordance with clause 14 of these terms and conditions.

7.3 All products supplied by PLC World are 100% genuine and sourced from multiple countries and supply chains. In some cases, manufacturer packaging, labels or serial number markings may differ from standard OEM formats due to supply chain protection measures. Such variations do not affect the authenticity, quality or performance of the product.

7.4 All items are accurately described as either new, refurbished or used, as indicated in the applicable Quotation or Invoice.

7.5 PLC World does not accept responsibility for end users' supply chain requirements, traceability obligations or compatibility obligations. It is the Customer's responsibility to ensure that the Goods are suitable for their intended application, including any regulatory, procurement or end-client requirements that may apply.

7.6 The Customer acknowledges that PLC World makes no representations and gives no warranties as to:

- (a) whether the product will or will not have firmware installed;
- (b) if the product has firmware installed, whether the firmware is the revision level the Customer requires for their application; and
- (c) the Customer's ability or right to download or otherwise obtain firmware for the product from the original manufacturer, its distributors or any other source, or the right to install any such firmware on the product.

7.7 PLC World will not obtain or supply firmware on the Customer's behalf and it is the Customer's obligation to comply with the terms of any End-User Licence Agreement or similar documents related to obtaining and installing firmware.

7.8 If requested by the Customer, specific firmware revision levels can be ordered from PLC World, if required and available.

8. PROVISION OF GOODS AND DELIVERY

8.1 Any time specified by PLC World for provision of the Goods is an estimate only and PLC World will not be liable for any loss or damage incurred by the Customer as a result of any delay. However, both parties agree that they shall use best endeavours to enable the Goods to be provided at the time and place as was arranged between both parties.

8.2 The Delivery Period noted on the Quotation ("**Delivery Period**") commences from the later of: (a) the date PLC World receives sufficient information to proceed with the supply; or (b)

the date PLC World receives the Purchase Order, and provides the Customer with order confirmation.

8.3 The Delivery Period provided on the Quotation is subject to confirmation by PLC World when placing the Customer's Purchase Order.

8.4 Any time specified by PLC World for Delivery of the Goods is an estimate only and cannot be construed as a commitment of PLC World. The Customer must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. PLC World will not be liable for any loss or damage incurred by the Customer, including loss of profit, as a result of Delivery being late, or any non-delivery of the Goods or part of the Goods.

8.5 All in-stock items will be dispatched within one (1) working day of order confirmation. Backorder lead times will be specified in the applicable Quotation.

8.6 The Customer must notify PLC World of any shortages in deliveries, in writing, within seven (7) days of Delivery.

8.7 Customers are responsible for shipping costs when returning products to PLC World. PLC World covers shipping for replacement items using the Customer's original shipping method.

8.8 The Customer acknowledges that any material services will be provided in accordance with the published service rates and costings as disclosed in clause 22.

8.9 All lead times and estimated times of arrival (ETAs) provided by PLC World, whether in a Quotation, Invoice, order confirmation or otherwise, are indicative only and represent a genuine guide based on information available from PLC World's suppliers at the time of quoting. Lead times are subject to change due to factors beyond PLC World's reasonable control, including but not limited to manufacturer production schedules, component availability, international shipping delays, customs clearance, supplier allocation constraints and global supply chain disruptions. PLC World will use reasonable endeavours to keep the Customer informed of any material changes to estimated lead times, however an extension to a quoted lead time or ETA does not constitute a breach of this Contract and does not entitle the Customer to cancel, vary or refuse to accept the order.

9. RISK

9.1 The Customer acknowledges that risk in the Goods will pass to the Customer upon Delivery of the Goods and it will be the Customer's responsibility to ensure that the Goods are insured against all possible damage.

9.2 Unless otherwise specified, PLC World discloses that the Goods will be delivered to the Customer ex warehouse/ex works (EXW Incoterms 2020).

9.3 If the Customer nominates their own courier for Delivery, the Customer will be liable for all risk in the Goods at the time that the Goods are loaded onto the transport deck.

9.4 The Customer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions and weights furnished by PLC World or otherwise contained in PLC World's publications including price lists, brochures, catalogues, electronic media and other advertising material of PLC World are approximate only and are intended to by way of a general description of the Goods and shall not form part of the agreement between PLC World and the Customer, unless otherwise specified in writing by PLC World.

10. COMPLIANCE WITH LAWS

10.1 The Customer and PLC World shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods, including any work health and safety laws (WHS) relating to or any other relevant safety standards or legislation pertaining to the Goods.

10.2 The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Goods.

10.3 Prior to Delivery, PLC World may, at its own expense, carry out any tests on the Goods in accordance with PLC World's standards and testing procedures. Any additional tests, procedures and associated documentation required by the Customer, will be at the Customer's own expense.

10.4 The Customer must comply with all instructions of PLC World in relation to the fitting, installation and use of the Goods.

11. TITLE AND OWNERSHIP

11.1 PLC World and the Customer agree that legal title of and ownership of the Goods shall not pass to the Customer until:

- (a) the Customer has paid PLC World all amounts owing to PLC World, including any other Goods purchased under different Purchase Orders, in full to PLC World; and
- (b) the Customer has met all of its other obligations to PLC World.

11.2 The Customer agrees that, until PLC World has received payment in full:

- (a) the Customer holds the Goods as a fiduciary agent and bailee for PLC World;
- (b) the Customer must store the Goods separately from its own property (as well as the property of any third party), so as to clearly identify the Goods that are owned by PLC World; and
- (c) the Customer must deliver the Goods to PLC World on demand, and failing to do so upon demand, then clause 11.2(b) shall apply.

11.3 Receipt by PLC World of any form of payment shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

11.4 It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 11.1:

- (a) the Customer holds the benefit of the Customer's insurance of the Goods on trust for PLC World and must pay to PLC World the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
- (b) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value;
- (c) the Customer shall not charge or grant an encumbrance over the Goods nor grant or otherwise give away any interest in the Goods while they remain the property of PLC World; and

(d) PLC World may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

12. PERSONAL PROPERTY SECURITIES ACT 2009

12.1 In this clause, financing statement, financing change statement, and security interest have the meaning given to it by the *Personal Property Securities Act 2009* (Cth) ("**PPSA**").

12.2 Upon assenting to these terms and conditions in writing, the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) that have previously been supplied and that will be supplied in the future by PLC World to the Customer.

12.3 The Customer undertakes to:

- (a) promptly sign any further documents and/or provide any further information which PLC World may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse, PLC World for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby; and
- (c) not register a financing change statement in respect of a security interest without the prior written consent of PLC World.

12.4 PLC World and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

12.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

12.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

12.7 The Customer must unconditionally ratify any actions taken by PLC World under clauses 12.3 to 12.5.

13. SECURITY AND CHARGE

13.1 In consideration of PLC World agreeing to supply the Goods in accordance with the Quotation and Purchase Order, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under this Contract (including, but not limited to, the payment of any money).

13.2 The Customer indemnifies PLC World from and against all PLC World costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising PLC World's rights under this clause.

13.3 The Customer irrevocably appoints PLC World and each director of PLC World as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the

provisions of this clause 13, including, but not limited to, signing any document on the Customer's behalf.

14. DEFECTS, WARRANTIES AND RETURNS

14.1 Competition and Consumer Act 2010 (CCA)

14.2 Where Delivery is the responsibility of PLC World, PLC World will repair or replace at their own expense and discretion, all Goods lost or damaged in transit to Delivery, provided that the Customer provides PLC World with written notice within three (3) days of Delivery (or expected delivery), or within such reasonable times that will allow PLC World to comply with the carrier's conditions of delivery applicable to loss or damage in transit.

14.3 Prior to receiving the Goods upon Delivery, the Customer must ensure that the entirety of Goods (in accordance with the carrier's delivery note) has been received. If there is a shortage in Goods or visible damage to the outer packaging of the Goods, the Customer must notify the carrier accordingly.

14.4 The Customer acknowledges the disclosures that PLC World makes in clause 7 and that the Goods purchased from PLC World may be packed by a third party. PLC World is not responsible for any loss or damage to Goods caused by, or arising from, the Delivery or transport of the Goods, if the Customer has nominated the carrier to be used for Delivery, and any claims for damage or loss during Delivery must be made against the carrier in the prescribed manner of that company.

14.5 In the event of Goods being damaged upon Delivery, the Customer must: (a) note the damage on the courier's delivery paperwork at the time of Delivery; (b) retain all packaging and product in the condition as received; and (c) notify PLC World in writing within seven (7) days at sales@plcworld.com.au. Failure to follow these steps may void the Customer's claim.

14.6 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions ("**Non-Excluded Guarantees**").

14.7 PLC World acknowledges that nothing in this Contract purports to modify or exclude the Non-Excluded Guarantees.

14.8 Except as expressly set out in this Contract or in respect of the Non-Excluded Guarantees, PLC World makes no warranties or other representations under these terms and conditions including but not limited to the quality, suitability or fitness for purpose of the Goods. PLC World's liability in respect of these warranties is limited to the fullest extent permitted by law.

14.9 If the Customer is a consumer within the meaning of the CCA, PLC World's liability is limited to the extent permitted by section 64A of Schedule 2.

14.10 PLC World warrants that all factory sealed, new, open-box and refurbished items shall be subject to a twelve (12) month repair or replacement warranty (unless otherwise specified in writing). The warranty period commences on the confirmed Delivery date. Obsolete hardware warranties are dependent on availability.

14.11 Subject to the CCA, the warranty at clause 14.9 will be effective and impose liability on PLC World to give effect to such warranty, only if:

- (a) the Customer provides PLC World with written notice of the circumstances giving rise to the claim within a reasonable time of becoming aware of the defect;
- (b) defective products are returned to PLC World's premises within fourteen (14) days of claim notification, at the Customer's own expense;
- (c) PLC World is permitted to inspect the Goods before they are repaired or replaced;
- (d) the Customer provides PLC World with valid proof of purchase;
- (e) serial numbers are present, matching and have not been tampered with by the Customer; and
- (f) PLC World is satisfied, upon examination of the Goods, that any alleged circumstances giving rise to the claim have not been caused by misuse, alteration, neglect, improper installation, operation, damage due to accident, lightning, or from improper repair, modification or adjustment of the Goods; or unusual deterioration or degradation due to physical, electrical, electromagnetic or noise environments.

14.12 PLC World's liability for any loss, injury or damage shall be limited to making good, by replacement or repair, at PLC World's option, and at the Customer's expense in relation to any costs over and above the direct costs of replacing or repairing the Goods (or component parts of the Goods) at PLC World's premises, any defects which appear under proper use.

14.13 Repaired or replacement products provided under this warranty shall be warranted for a period of six (6) months from the date of shipment to the Customer, or the remainder of the original warranty term for that particular product, whichever is longer. This warranty applies only in respect of the component of the Goods that are the subject of the repair or replacement.

14.14 The Customer acknowledges that any repairs, alterations or other work carried out to the Goods by any party other than an authorised representative of PLC World, shall render the warranty invalid.

14.15 PLC World discloses that:

- (a) PLC World only sells genuine, new products, unless otherwise stated when offering refurbished or generic products; and
- (b) to ensure that the Customer receives only genuine products, PLC World enforces a strict policy with all suppliers and any failure of the suppliers to comply with PLC World's policies will result in the issue of a non-conformance letter.

14.16 Where the Customer returns the Goods for repair and they are not covered by warranty under this clause 14, PLC World may, at its discretion, charge a fee for inspection and preparation of a repair quotation, with this fee being payable even if the Customer does not proceed with the repair.

14.17 If PLC World is unable to provide a replacement product, then a full refund or credit will be provided to the Customer.

14.18 The Customer must notify PLC World within seven (7) days of Delivery of any issue with the Goods. Once a return is approved by PLC World, the Customer must return the Goods within an additional seven (7) days. PLC World may in its absolute discretion accept unused and resaleable Goods that are not under warranty, for return for credit, provided that the Goods

are:

- (a) accompanied by a delivery docket, stating PLC World's original Invoice number and a valid reason for the return;
- (b) returned in an unused, undamaged and resaleable condition, in original packaging, with all original documentation;
- (c) securely packed with proper protection for transit; and
- (d) returned to PLC World's premises at the Customer's expense.

14.19 If PLC World grants the Customer a return in accordance with clause 14.18, then the Customer will be liable to pay a restocking fee of 35% of the Price (excl GST). PLC World will provide the Customer with a refund for the balance of the Price. PLC World reserves the right to refuse the return of any Goods that do not comply with clause 14.18.

14.20 Returns will not be accepted for software, firmware licences or custom-built products.

14.21 PLC World makes no representation or warranty in respect of any standard or custom software and firmware supplied in connection with the Goods, including that any such software shall be uninterrupted and free of errors, or that the functions contained therein shall meet or satisfy the Customer's intended use or requirements, except as stated expressly within this Contract or as otherwise required by law.

14.22 Returns are only accepted on orders fulfilled from stock on hand. Orders subject to a lead time or sourced-to-order basis are non-returnable.

15. INTELLECTUAL PROPERTY

15.1 Where PLC World has submitted drawings, studies or other documents to the Customer, as well as any copyright, patents, design rights, trademarks, software, licences in or related to Goods supplied by PLC World, these items shall remain the property of PLC World and constitute Confidential Information and Intellectual Property of PLC World.

15.2 The Customer must not use PLC World's Intellectual Property for any purpose, other than in accordance with this Contract and must not transmit, disclose, or make available to any third parties, without PLC World's prior written consent.

15.3 The Customer warrants that any designs, specifications or instructions given to PLC World will not cause PLC World to infringe any patent, registered design or trademark in the execution of the Customer's Purchase Order and the Customer agrees to indemnify PLC World against any action taken by a third party against PLC World in respect of any such infringement.

16. DEFAULT AND CONSEQUENCES OF DEFAULT

16.1 If the Customer owes PLC World any money the Customer shall indemnify PLC World from and against all costs and disbursements incurred by PLC World in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, PLC World's contract default fee, and bank dishonour fees).

16.2 Without prejudice to any other rights or remedies PLC World may have under this Contract, if a Customer has made payment to PLC World, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by PLC World under this clause 16.

16.3 Where the Customer's account is in arrears, PLC World may demand payment of the arrears as well as payment in advance for any undelivered Goods before proceeding with manufacture or Delivery of the Goods, in accordance with this Contract.

16.4 Without prejudice to PLC World's other remedies at law PLC World shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to PLC World shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to PLC World becomes overdue, or in PLC World's opinion the Customer will be unable to make a payment when it falls due;
- (b) the Customer becomes insolvent, convenes a meeting with its creditors, proposes or enters into an arrangement with its creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

17. VARIATION AND CANCELLATION

17.1 The Customer acknowledges that any cancellation of Purchase Orders will generally not be accepted by PLC World once same have been placed with PLC World's suppliers. Any request for cancellation of orders made by the Customer must be made in writing to PLC World. For the avoidance of doubt, an extension to a quoted lead time or estimated time of arrival does not constitute grounds for cancellation. Any cancellation request accepted by PLC World in these circumstances will remain subject to the cancellation and restocking fees set out in clause 17.5.

17.2 In respect of any Customer requested order changes, including those affecting the identity, scope and Delivery of the Goods, must be documented in writing, and are subject to PLC World's prior written agreement. The Customer acknowledges that such changes may result in adjustments in Price, scheduling and other affected terms and conditions.

17.3 PLC World reserves the right to reject any change requested in accordance with clause 17.2, particularly where such change is deemed unsafe, technically inadvisable or inconsistent with the established engineering or quality guidelines and standards, or incompatible with PLC World's design or manufacturing capabilities.

17.4 PLC World reserves the right to substitute the Goods with the latest superseding revision or series or equivalent Goods having comparable form, fit and function.

17.5 In the event that PLC World agrees to accept a Customer requested cancellation (as in clause 17.1), then the Customer acknowledges that PLC World may charge the Customer a cancellation and/or restocking fee of up to 35% of the Price, in addition to any direct costs incurred by PLC World in connection with the cancellation.

17.6 Without prejudice to any other remedies PLC World may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under this

Contract, PLC World may suspend or terminate the supply of Goods to the Customer. PLC World will not be liable to the Customer for any loss or damage the Customer suffers because PLC World has exercised its rights under this clause.

17.7 PLC World may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice PLC World shall repay to the Customer any money paid by the Customer for the Goods. PLC World shall not be liable for any loss or damage whatsoever arising from such cancellation.

18. PRIVACY POLICY

18.1 All emails, documents, images or other recorded information held or used by PLC World is Personal Information, and therefore considered Confidential Information. PLC World acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 (Cth) including Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any applicable statutory requirements.

18.2 PLC World does not disclose any Personal Information about the Customer for the purpose of direct marketing.

18.3 PLC World will destroy Personal Information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.

18.4 The Customer may exchange information about the Customer (such as name, address, date of birth, occupation, previous credit applications, credit history) with those credit providers and related body corporates for the purposes of assessing the Customer's creditworthiness.

19. SERVICE OF NOTICES

19.1 Any written notice given under this Contract shall be deemed to have been given and received:

- (a) by handing the notice to the other party, in person;
- (b) by leaving it at the address of the other party as stated in this Contract;
- (c) by sending it by registered post to the address of the other party as stated in this Contract;
- (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission; or
- (e) if sent by email to the other party's last known email address.

20. PERFORMANCE

20.1 PLC World discloses that any performance figures given by PLC World to the Customer, are based on the Customer's experience and are figure that PLC World expects to obtain on testing. Despite any representation by a representative of PLC World to the contrary, PLC World is under no liability whatsoever for damages, for failure to attain such performance figures.

20.2 Following submission of a Purchase Order or Quotation, PLC World is not required to comply with any additional standards, specifications, rules or other requirements subsequently proposed by the Customer. If any such additional requirements are proposed by the Customer, PLC World reserves its right to decline to proceed with any resultant order, or vary the Price accordingly.

21. LOAN AND HIRE

21.1 PLC World may, from time to time, loan or hire out Goods to the Customer ("**Loaned Goods**").

21.2 The Customer acknowledges that any Loaned Goods that are not returned to PLC World within the specific loan period ("**Loan Return Date**"), shall be deemed to have been sold by the Customer and the list price of the Goods as at the Loan Return Date shall become due and payable by the Customer to PLC World.

21.3 The Customer must return any Loaned Goods to PLC World in the original condition and packaging, with fair and reasonable wear and tear excepted.

22. TRAINING AND ENGINEERING ASSISTANCE

22.1 The Customer acknowledges that, where training forms a supply of the Goods, the Customer will be charged accordingly at PLC World's applicable rates.

22.2 At PLC World's discretion, PLC World may render free technical assistance for non-core product enquiries, where possible.

22.3 Subject to this Contract, any detailed engineering or technical assistance provided by PLC World, will be charged at PLC World's applicable labour rate at the time the assistance is provided to the Customer.

22.4 It is the Customer's responsibility to review and approve any suggested solutions or support given by PLC World and PLC World will not be held liable for any incorrect information inadvertently provided.

23. LIABILITY

23.1 Notwithstanding anything else in this Contract, and to the extent permissible by law, PLC World's aggregate liability arising out of the performance or non-performance of its services, whether under the law of contract, tort, statute or otherwise, shall be limited to the extent permissible by law to the price paid by the Customer to PLC World, for the Goods giving rise to the claim.

23.2 PLC World shall not be liable for any business interruption, loss of profit, revenue, materials, anticipated savings, data contract, goodwill or the like, whether direct or indirect, or for any other form of incidental or consequential damage of any kind.

23.3 Subject to legislation, PLC World shall not be liable for any loss or damage where an action is commenced after a period of eighteen (18) months has lapsed, after the circumstances on which the alleged cause of action occurred. This clause shall apply regardless of any other contrary provision of this Contract and of the form of action.

23.4 Each provision of this Contract which provides for a limitation of liability, disclaimer of warranty, or condition or exclusion of damages is separate and independent.

23.5 PLC World is not liable for product damages that may occur in transit during return of Goods, in accordance with clause 14 and returned products must be properly packed for shipping.

— END OF TERMS AND CONDITIONS —