



## POLICY DOCUMENT

DOCUMENT: POL028:1

TITLE: STANDARD TERMS AND CONDITIONS OF SALE

PAGE: 1:10

NEXT REVIEW: 05/2022

SUPERSEDES: NIL

---

**INTENT:** To define the policy for terms and conditions of sale

**SCOPE:** This policy applies to a Customer of Steadfast Solutions Pty Ltd (ACN 106 505 168) and its Related Bodies Corporate

### **POLICY:**

#### **1. Agreement**

- 1.1 These Terms apply to and form part of the Agreement between the Company and the Customer. These Terms supersede any previously issued terms and conditions of sale.
- 1.2 The Company's offer to the Customer as made by the Statement of Work is valid for 14 days from the date of the Statement of Work, unless:
  - (a) the Statement of Work specifically provides otherwise; or
  - (b) an extension to the Statement of Work's validity is granted in writing by the Company.
- 1.3 The Customer must accept the Statement of Work in writing by signing on the Statement of Work.
- 1.4 Upon the Customer's acceptance of the Statement of Work pursuant to clause 1.3, an Order is formed, and the Customer and the Company enter into the Agreement, which is expressly subject to and conditional upon these Terms.
- 1.5 The Customer acknowledges that any additional or different terms and conditions to the Terms provided in any communication from the Customer are not accepted by the Company and shall not be effective or binding on the Company unless expressly agreed to by the Company's authorised representative in writing.
- 1.6 None of the Company's agents or representatives other than an officer of the Company are authorised to make any representations, statements, conditions or agreements. The Customer acknowledges that the Company is not bound by any such unauthorised actions.

#### **2. Specification**

- 2.1 The Products or Services shall be supplied by the Company in a timely manner and in accordance with the Agreement, including any specifications set out in the Statement of Work.
- 2.2 The Customer agrees that if the Company encounters issues with the availability of any specific Product detailed in the Statement of Work:
  - (a) the Company shall have the discretion to provide or supply an alternate item or product with similar or better specifications instead of the Product and the Company shall not be required to consult (or seek the prior consent of) the Customer for such change if the difference between the price of the specific Product specified in the Statement of Work and the price of the alternate item or product being supplied by the Company is less than 5%; and
  - (b) the Company will only need to seek prior consent of the Customer if the difference between the price of the specific Product specified in the Statement of Work and the alternate item or product being supplied by it is more than 5%.
- 2.3 Any variation to the specifications set out in the Statement of Work requested by the Customer (including a change in the quantity of Products or scope of Products or Services) shall require prior written consent of the Company. The Company shall also have the right to revise the Price to allow for the variation.

#### **3. Price**

- 3.1 The Customer must pay to the Company the Price set out in the Statement of Work in accordance with these Terms, particularly clause 7.
  - 3.2 If the Company agrees to any variation in either the quantity of any Product or the scope of Products or Services, the Price shall be revised to include any revision specified by the Company.
-

- 3.3 Any increase in the cost of the supply of the Products or the delivery of Services between the date of the acceptance of the Statement of Work and the date of supply of those Products or Services or delivery of those Services shall be borne by the Customer.
- 3.4 Prices quoted are based upon the quantities and scope as set out in the Statement of Work.
- 3.5 The Company may change the Price by providing reasonable written notice to the Customer.
- 3.6 Any Price quoted by the Company is based on the costs of labour, materials and applicable statutory obligations at the date of the Statement of Work. Any variations in these rates or obligations incurred by the Company shall be payable by the Customer.
- 3.7 The Company shall be entitled to charge reasonable additional costs and fees for all delays caused as a result of the Company obeying any instructions given by the Customer or the Customer not fulfilling the Customer's obligations under the Agreement.
- 3.8 Unless otherwise stated in the Statement of Work, the Price quoted for the Company's Products and Services includes delivery but excludes:
- (a) sales tax, customs duty and any Government charges and imposts;
  - (b) insurance; and
  - (c) installation.

#### **4. GST and other Taxes**

- 4.1 The Price is exclusive of GST. The Customer must pay the Company an additional amount for any GST payable in respect of any taxable supply made under or in connection with the Agreement, provided the Company has given the Customer a tax invoice in respect of that taxable supply.
- 4.2 If there is an adjustment event in relation to the taxable supply:
- (a) the Company must refund to the Customer the amount by which the GST paid by the Customer pursuant to clause 4.1 exceeds the adjusted GST on the taxable supply; or
  - (b) the Customer must pay to the Company the amount by which the adjusted GST on the supply exceeds the amount of GST paid pursuant to clause 4.1.

#### **5. Property and risk**

- 5.1 All risk and liability for Products will transfer to the Customer on delivery of Products to the Customer or any third party acting on behalf of the Customer.
- 5.2 All legal and equitable title in the Product shall be retained by the Company until the Price has been received in full by the Company. Subject to the provisions of the PPSA, the Company shall be entitled, in addition to the right conferred by clause 5.3(b), to retake possession of all Products in the possession of the Customer which have been supplied by the Company, sufficient, at a minimum, to clear any outstanding indebtedness by the Customer to the Company under the terms of the Agreement.
- 5.3 Subject to the provisions of the PPSA, until the Company has received payment in full of the Price for all Products supplied by the Company:
- (a) the Customer shall be bailee of the Products for the Company and shall store them upon its premises separately from its own products or those of any other person, and shall store them in a manner enabling them to be readily identifiable as Products of the Company;
  - (b) the Customer grants the Company an irrevocable licence to enter the Customer's premises and retrieve the Products; and
  - (c) the Customer shall not sell or dispose of any of the Products or any interest in the Products without the prior written consent of the Company.
- 5.4 If the Company consents in writing to the sale or disposal of any Products or if any sale or disposal is made in breach of clause 5.3 and notwithstanding such breach:
- (a) the Customer shall inform any person to whom it proposes to sell or dispose of the Products or any interest in the Products ("**Acquirer**") of the Company's interest;
-

- (b) the Customer shall ensure that the terms of the sale or disposal of Products to the Acquirer includes a term which is identical in substance to this clause 5;
- (c) notwithstanding that the payment of the Price for the Products would not otherwise have been due by the Customer, the Customer shall be obliged to pay the Price for the Products to the Company as soon as it receives payment from the Acquirer;
- (d) the Customer shall hold all its rights against the Acquirer in trust for the Company and, to the extent necessary to discharge all debts owing to the Company in respect of the supply of Products or other Products only, any proceeds it receives;
- (e) the Customer agrees that the Company shall be entitled to trace any and all proceeds arising from any sale or disposal of the Products until the Customer pays the full price for the Products to the Company; and
- (f) the Customer shall, at the Company's request, assign its claims against the Acquirer and agrees irrevocably to appoint the Company and each of its officers as its attorney to give effect to and complete that assignment.

**6. Delivery**

- 6.1 Any dates for delivery of Products or supply of Services advised by the Company are approximate and are based upon the Customer providing prompt access to any area or equipment requiring the Company's Products or Services and prompt receipt of all the necessary information in respect of the Products or Services required.
- 6.2 All delivery costs for Products or Services shall be in addition to the Price unless expressly stated otherwise by the Company.
- 6.3 The Company shall not be liable for any delay in the delivery of Products or the performance of Services caused by a Force Majeure Event.
- 6.4 In the event of a delay under clause 6.3, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the Force Majeure Event.
- 6.5 All Products will be supplied in packaging to the Company's or the supplier's standard specifications. Any other packaging requested by the Customer will be charged in addition to the price quoted.

**7. Payment**

- 7.1 The Company shall invoice the Customer for all amounts payable in accordance with clause 7 and for any variations requested by the Customer and carried out by the Company.
  - 7.2 Unless otherwise agreed by the Company in writing, the Customer must pay:
    - (a) a deposit or pre-payment of the Price as set out in the Statement of Work (where applicable). The deposit or pre-payment must be paid within 10 Business Days from the date of acceptance of the Statement of Work issued by the Company to the Customer except in the case where the Company states otherwise in the Statement of Work; and
    - (b) the balance of the Price (or if no deposit or pre-payment is required, the whole Price), either on a lump sum basis or in instalments as specified in the Statement of Work.
  - 7.3 The Company has the discretion to invoice the Customer for the Price in instalments or on a lump sum basis. Unless the Statement of Work provides otherwise, the Company shall issue:
    - (a) an invoice for payment of Price on a lump sum basis at completion of delivery of Product and/or supply of Service, as the case may be; or
    - (b) an invoice for payment of Price in instalments shall be issued by the Company at the end of every month.
  - 7.4 The Customer must pay the full amount of each invoice within thirty (30) days from the date of invoice. Payment of the Price and any other payment must be made by the Customer online via credit card, electronic fund transfer, or any other method as specified by the Company. The Customer acknowledges and agrees that a surcharge will apply if the Customer elects to make payment using credit card.
  - 7.5 Time for payment for the Products or Services or Products and Services (as applicable) is of the essence. In the event an invoice is overdue, the Company may (in its absolute discretion) suspend the provision of Products or Services or Products and Services (at any time) until payment is made without incurring any liability to the Customer.
-

- 7.6 In the event of bankruptcy or insolvency of the Customer or in the event any proceeding is brought against the Customer, voluntarily or involuntarily, under any bankruptcy or insolvency laws, the Company shall be entitled to cancel any Order outstanding at any time during the period allowed for filing claims against the Customer and shall receive reimbursement for its reasonable and proper cancellation charges.
- 7.7 Interest on overdue invoices owed by the Customer accrues from the date when payment becomes due, until the date of payment, at the rate specified in section 2 of the *Penalty Interest Rates Act 1983* (Vic).
- 7.8 The Customer indemnifies the Company from and against all Loss incurred by the Company in pursuing any sums owned by the Customer to the Company.
- 8. Security**
- 8.1 Terms in this clause 8 have the same meaning as given to them in the PPSA.
- 8.2 The Customer consents to the Company creating and maintaining a registration on the Personal Property Securities Register ("**Register**") in any required form, in relation to any security interest contemplated or created by the Agreement, including a security interest as defined in the PPSA. For the avoidance of doubt:
- (a) the Agreement (including clauses 5 and 6 of these Terms) is a security agreement for the purposes of the PPSA;
  - (b) collateral, for the purposes of section 20(2) of the PPSA includes, but is not limited to, the Product (as described in the Agreement) or any Product provided by the Company to the Customer at any subsequent time;
  - (c) the retention of title arrangement described in clause 5.2 constitutes the grant of a purchase money security interest by the Customer in favour of the Company in respect of all present and after acquired property supplied to the Customer by the Company; and
  - (d) the value of the purchase money security interest is the total amount due and payable by the Customer from time to time.
- 8.3 The Customer agrees to sign any necessary documents and provide all reasonable assistance and information to facilitate the registration and maintenance of a security interest on the Register if required by the Company. The Company reserves the right to register a financing statement or financing change statement in respect of any security interest and the Customer waives the right to receive notice of a verification statement in relation to any registration of a security interest on the Register, by way of clause 8.1 or 8.2, in respect of any Products supplied.
- 8.4 The Customer undertakes to do any and all acts that are reasonably required by the Company so as to:
- (a) allow the Company to create and maintain a perfected security interest (including a purchase money security interest) pursuant to the PPSA in respect of any Products supplied and any and all proceeds of those Products;
  - (b) allow the Company to register a financing statement or financing change statement;
  - (c) ensure that the Company maintains its secured position under the PPSA;
  - (d) not register a financing statement or financing change statement without the Company's prior written consent; and/or
  - (e) not register or commit to the register of a financial statement or financing change statement in respect of the Products, in favour of a third party, without the Company's prior written consent.
- 8.5 The Company and Customer agree that no information (as defined in Section 275(1) of the PPSA) will be provided to an interested person or person requested by an interested person. This clause 8.5 may be waived by providing prior written notice to the Company authorising the disclosure of the above information to a specified party.
- 8.6 The Customer agrees to pay any charges of and incidental to registration of the security interest created by this Agreement pursuant to the PPSA on the Register.
- 8.7 The following shall constitute an event of default by the Customer:
- (a) non-payment of any sum by the due date of an invoice;
  - (b) the Customer informs the Company (whether verbally or in writing) that it will not pay any sum by the due date of an invoice;
  - (c) any other creditor seizes or intimates that it intends to seize the products of the Company;
-

- (d) any Product in the possession or control of the Customer is materially damaged while any sum due from the Customer to the Company remains unpaid;
- (e) the Customer becomes insolvent, is put into liquidation, has a receiver appointed or enters into a scheme of arrangement in relation to the Customer or any of the Customer's assets or a landlord proceeds against the Customer or any of its assets;
- (f) a court judgment is entered against the Customer and remains unsatisfied for seven days or more;
- (g) any material adverse change in the financial position of the Customer, of which the Company shall be the sole judge.

8.8 In the event that the Agreement is subject to Chapter 4 of the PPSA:

- (a) the Company and Customer agree that, pursuant to Section 115(1) of the PPSA, the Customer waives Sections 95, 96, 118, 121(4), 125, 130, 132(3)(d), 134, 135, 142 and 143 of the PPSA; and
- (b) the Company and Customer agree that, pursuant to Section 115(7) of the PPSA, Sections 127, 129(2), 129(3), 130(1), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137 of the PPSA do not apply to the Agreement.

8.9 The Agreement (including clauses 5 and 6 of these Terms) is a security agreement for the purposes of the PPSA. For the avoidance of any doubt, collateral, for the purposes of Section 20(2) of the PPSA includes, but is not limited to, Products (as described in the Agreement) or Products provided by the Company to the Customer at any subsequent time.

8.10 The Company may apply amounts received in connection with the sale of Products to satisfy obligations secured by security interests contemplated or constituted by the Agreement, at the Company's absolute discretion.

8.11 If the Company has cause to exercise any of its rights under the PPSA, the Customer shall indemnify the Company in relation to any claims made against the Company by any third parties as a result of such exercise.

**9. Intellectual Property**

9.1 Any Intellectual Property owned or created by the Company, its employees, representatives or agents, whether under common law or statute, up until the date of the Order and during the term of the Order shall remain the sole and exclusive property of the Company.

9.2 The Customer must not register or claim ownership of any Intellectual Property owned or created by the Company, its employees, representatives or agents, under common law or statute (including but not limited to any Intellectual Property in respect of the Product or the Service).

**10. Software licences**

10.1 The Customer acknowledges and agrees that they may be required to subscribe to certain software licence(s), and use certain software(s) provided by third party, in relation to the Products and/or Services. In this case, the Customer shall subscribe to, and maintain, all relevant licence(s) in relation to the relevant software for the use of the Products and/or the performance of the Services (including compliance with the terms and conditions of the licence(s)).

10.2 To avoid doubt, the Company shall assist with procuring and/or installing necessary software licences in relation to the relevant software for the use of the Products and/or the performance of the Services only if this is part of the Statement of Work.

10.3 The Company shall not be liable for any claim, loss, damage or expenses arising out of, or in connection with, the subscription of any third party software licence, or use of any third party software in relation to the Products and/or Services by the Customer.

**11. Site preparation and installation**

11.1 Where the Company is to install any Products the Customer shall be responsible for ensuring that the proposed installation site is suitable and in accordance with any requirements which the Company has notified the Customer of before the installation is due to commence.

11.2 If the Company agrees to delay installation at the request of the Customer, the Customer shall pay to the Company a monthly fee of 1.5% of the value of the Product to be installed for the duration of the delay to cover additional storage and handling expenses incurred by the Company.

11.3 The Customer agrees to indemnify the Company for any additional expenses it may incur as a result of the site not being prepared in accordance with the Company's requirements.

---

- 11.4 If the Customer requests that installation takes place outside of normal business hours then the Company shall be entitled to charge the Customer for any additional labour expenses it incurs as a result, unless otherwise and specifically agreed.
- 11.5 Upon completion of the installation the Company shall commission the system and notify the Customer that the system is ready for use and shall submit to the Customer an Installation Acknowledgement and Acceptance Form. Within three (3) business days after such notification, the Customer shall either accept the Product by signing and returning the Installation Acknowledgement and Acceptance Form or notify the Company in writing of those particulars in which the Product is not in conformity with the Contract. Use of the Product or failure to either accept or provide notice as set out above shall constitute acceptance of the Product.
- 11.6 The Company shall take whatever action it deems appropriate after receiving notice of non-conformance to ensure that the Product does conform with the Contract. The Company shall make the final decision as to whether or not the Product conforms with the Agreement.

## 12. Warranty

12.1 Subject to clauses 8.3, 13.9 and 14.3, the Company warrants to the Customer that:

- (a) the Services to be performed under the Agreement will be performed with reasonable care and skill in accordance with any specifications; and
- (b) the Products to be provided under the Agreement will be free from material defects and will be of the kind and quality, stipulated in the Agreement ("**Warranty**").

12.2 The Warranty shall apply for a period of twelve (12) months from the date of delivery of the Product or provision of Service ("**Warranty Period**") following which the Customer is deemed to have accepted the Services or Products. The conditions of any tests to Products or Services provided by the Company shall be mutually agreed upon and the Company shall be notified of, and may be represented at, all tests that may be made.

12.3 The Warranty does not include any warranty given against defects in, or the workmanship of, parts of the Product which have been manufactured by a manufacturer that is not the Company. Where the Company is not the manufacturer, the Customer acknowledges that whilst the Company may (in its absolute discretion) provide reasonable assistance to the Customer in making a claim against a manufacturer's warranty, the Customer is solely responsible for pursuing such a claim and bearing the costs thereof.

12.4 If the Company breaches the Warranty, provided the Customer has given the Company written notice of such breach within the Warranty Period, the Company's liability is limited to the remedies under clauses 13.7(a) or 13.7(b), provided that any Products to be returned must be returned at the Customer's cost. Where the Customer is a 'consumer' as defined in the *Competition and Consumer Act 2010* (Cth), or the Fair Trading Act of any State or Territory in Australia, then the Customer is also entitled to a refund of the Price paid for the relevant Products or Services. No interest shall be payable by the Company on any such refund.

12.5 The liability of the Company for any Loss incurred by the Customer as a result of the Warranty breach (whether the claim is based on contract or negligence) will not in any case exceed the cost of correcting defects in the relevant Services or Products or both. The foregoing shall constitute the exclusive remedy of the Customer and the exclusive liability of the Company.

12.6 Any condition, term, guarantee or warranty which would otherwise be implied in the Agreement is hereby excluded to the full extent permitted by law.

12.7 Where legislation implies in the Agreement any condition, term, guarantee or warranty ("**Mandatory Warranty**"), and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such Mandatory Warranty, the Mandatory Warranty is deemed to be included in the Agreement and the liability of the Company for any breach of such Mandatory Warranty is limited, at the absolute discretion of the Company, to one or more of the following:

- (a) if the breach relates to the Products:
    - (i) the replacement of the Products or the supply of equivalent Products;
    - (ii) the repair of such Products;
    - (iii) the payment of the cost of replacing the Products or of acquiring equivalent Products; or
    - (iv) the payment of the cost of having the Products repaired; and
-

- (b) if the breach relates to the Services:
  - (i) the supplying of the Services again; or
  - (ii) the payment of the cost of having the Services supplied again.

12.8 The provisions of this clause 12 shall survive termination of the Agreement for any reason.

12.9 The terms of this clause 12 do not apply to sale of second hand products which are sold as seen, unless otherwise and specifically stated.

### **13. Limitation of liability**

13.1 The Company's total liability under any claim by the Customer in respect of this Agreement or matters associated with this Agreement is limited to the portion of the Price allocable to the Products or Services or Products and Services (as applicable) which give rise to that claim, including negligence for any Loss or damages arising out of connected with, or resulting from this Agreement, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, test modification, operation or use of any equipment, material or components covered by or furnished under this Agreement.

13.2 The Company is not liable for any:

- (a) loss of profits or revenue, loss of use of the equipment or any associated equipment, facilities or services, downtime costs, a failure to realise anticipated savings, lost data, lost opportunity, loss of goodwill or business reputation any financial penalties imposed by Government or semi-government authority; or
- (b) special, consequential or indirect loss or damages; or
- (c) for any claims by third parties against the Customer for such loss or damages.

13.3 The Company does not give any warranty with respect to (without limitation):

- (a) breaches of the Warranty not reported to the Company within the Warranty Period;
- (b) any defects in the Product that are caused by the Customer;
- (c) normal wear and tear;
- (d) Products which have been in any way tampered with or altered by anyone other than an authorised representative of the Company; or
- (e) expenses incurred by the Customer in an attempt to repair or rework any alleged defective Products.

13.4 The Customer agrees to indemnify the Company from and against:

- (a) any Loss arising from the injury or death of any person caused by an act, omission or negligence or otherwise of the Customer, the Customer's employees, servants and agents whilst the Company performs the Services and supplies the Products;
- (b) any Loss caused to the Company, whether such Loss was caused by the act, default or negligence on the part of the Customer or otherwise.

13.5 The Customer shall assume all risks and liabilities for and in respect of the provision of Products or Services or both, if applicable, and for injuries to or death of persons and damage to property howsoever arising. The Customer indemnifies the Company from and against:

- (a) the loss of or damage to any Products for which payment of the Price has not yet been made in full, whether by fire, theft, accident, seizure, confiscation or otherwise whilst in the Customer's custody possession or control; and
- (b) all other Loss howsoever arising incurred as a result of or in connection with the provision of the Products or Services or both, as applicable.

### **14. Termination and cancellation**

14.1 The Customer may cancel an Order within three (3) days of the acceptance of the Statement of Work by written notice to the Company and upon payment to the Company of any costs incurred by the Company together with such reasonable and proper cancellation charges as are determined by the Company.

---



## POLICY DOCUMENT

DOCUMENT: POL028:1

TITLE: STANDARD TERMS AND CONDITIONS OF SALE

PAGE: 8:10

NEXT REVIEW: 05/2022

SUPERSEDES: NIL

---

14.2 The Company may (in its absolute discretion) terminate an Order or the Agreement or both, immediately by providing a written notice to the Customer if a Product is not in stock with a preferred supplier of the Company and the Company cannot (in its opinion) obtain an alternative of the Product.

14.3 The Company may suspend or terminate the Agreement immediately:

- (a) upon giving written notice to the Customer in the event that the Customer is in default of a material term of the Agreement and fails to remedy such default within fourteen (14) days of notice from the Company to do so, if such default is capable of remedy;
- (b) the Customer has failed to pay an invoice by its due date;
- (c) if the Customer or any of its Related Bodies Corporate becomes insolvent, is made bankrupt, is placed into external administration or liquidation or has a receiver or other controller appointed over its assets or experiences any similar action in respect of its financial standing.

14.4 Termination of the Agreement pursuant to this clause 14 shall be without prejudice to the rights of either party accruing prior to termination.

### 15. Dispute resolution

15.1 If a Dispute arises either party may by hand or by registered post give the other party written notice of the Dispute identifying and providing details of the Dispute and entitled Dispute Notice ("**Dispute Notice**").

15.2 Within seven (7) days of receipt of a Dispute Notice, representatives of the parties having authority to bind the parties shall confer to seek to resolve the Dispute. In the event of any doubt, the representatives who have the authority to bind the party shall be the Chief Executive Officers (or equivalent) of the parties. All aspects of such conference(s) shall be subject to "without prejudice" privilege.

15.3 Neither party may commence any court proceedings prior to complying with clauses 16.1 and 16.2.

### 16. General

16.1 The Company may at its discretion and without notification to the Customer, sub-contract the manufacture and/or supply of any part of the Products and Services.

16.2 All specifications are approximate only and are subject to normal margins of tolerance. The Company reserves the right to vary specifications without notice in light of changes in technical knowledge, production techniques, Government or other regulation, consideration of safety or other reasonable cause.

16.3 If any provision or part of any provision of the Agreement is unenforceable, the parties agree that such unenforceability shall not affect any other part of such provision or any other provision of the Agreement.

16.4 The Company may alter, amend, revise or change any terms of the Agreement with reasonable notice given to the Customer of any such alteration, amendment, revision or change. If the Customer proceeds to accept the supply of Products or the performance of Services from the Company, the Customer shall have accepted such alteration, amendment, revision or change in the terms of the Agreement. The Agreement (as amended from time to time) shall apply to all Services performed and all Products supplied by the Company for the Customer and shall comprise of the entire agreement between the parties notwithstanding any other terms and conditions which may be supplied by the Customer.

16.5 Any indulgence granted by the Company to the Customer and any failure by the Company to insist upon strict performance of these terms and conditions shall not be deemed a waiver of any of the Company's rights or remedies nor be deemed a waiver of any subsequent default by the Customer.

16.6 Any waiver by the Customer of strict compliance with any provision of the Agreement shall not be effective unless in writing and signed by an authorised officer of the Customer.

16.7 This Agreement shall be governed by and construed in accordance with the laws in force in Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts of Victoria, Australia.

16.8 No provision of the Agreement shall be construed adversely against one party solely on the basis that that party was responsible for the drafting of that provision.

---



16.9 The Company's privacy policy can be found at <https://www.steadfastsolutions.com.au/privacy-policy/>. By entering into the Agreement, the Customer agrees that it has read and understood the Company's privacy policy and accepts its terms.

## 17. **Definitions**

In these Terms:

- (a) **"Agreement"** means the agreement between the Company and the Customer for the provision of Products or Services comprising (i) an Order; (ii) these Terms; and (iii) the Statement of Work.
  - (b) **"Company"** means Steadfast Solutions Pty Ltd (ACN 106 505 168) and its Related Bodies Corporate.
  - (c) **"Customer"** means the Customer (or any person acting on behalf of and with the authority of the Customer) as described on an Order or Statement of Work, including their successors or permitted assigns.
  - (d) **"Dispute"** means a dispute between the parties which has arisen in connection with the subject matter or interpretation of the Agreement, including a dispute concerning a claim in tort, under statute, or on any other basis in law or equity available under the law governing the Agreement.
  - (e) **"Force Majeure Event"** shall have the meaning given at law, including (a) causes beyond the Company's reasonable control resulting in it being unable to obtain necessary materials, labour or components; or (b) acts of God, acts of the Customer, acts of civil or military authority, priorities, fire, strikes or other labour disturbances, floods, cyclones, epidemics, war, riots, delays in transport or car shortages; (c) epidemic, pandemic, or quarantine by order of any authority or any other event that is a public health risk as defined by the International Health Regulations published by the World Health Organization; (d) a state of disaster or state of emergency is declared, an evacuation order (or equivalent) is issued by an authority, or any other act of or declaration by the government made in respect of the events described in (a), (b), or (c) above; or (e) any other event which has the elements described in (i), (ii) and (ii) provided that the event or circumstance: (i) is beyond the control of the Company; (ii) prevents the performance of the Company's obligations under the Agreement; and (iii) cannot be reasonably foreseen, prevented, overcome or remedied by the exercise by the Company of a reasonable standard of care and diligence.
  - (f) **"Intellectual Property"** means any intellectual or industrial property whether protected by statute, at common law or in equity, including any trade mark, patent, invention, copyright, or design right (whether or not registrable), in any design, specification, process, technique, software, know how, trade secret, technical information, financial information, business method and confidential information.
  - (g) **"Loss"** means any loss (including but not limited to direct loss, indirect loss, consequential loss, loss of anticipated profits or loss of business opportunity or both loss of anticipated profits and loss of business), liability, damage (including but not limited to any damages or compensation or any damage to reputation and damage to property), cost or expense (including legal costs on a full indemnity basis) of whatever kind and however it arises.
  - (h) **"Order"** means acceptance by the Customer of the relevant Statement of Work or the direction of the Customer to the Company to supply a Product or a Service or both Product and Service for the Price, or, where the Customer does not require a Statement of Work, any direction of the Customer to the Company to supply a Product or a Service or both Product and Service for the Price.
  - (i) **"PPSA"** means the *Personal Property Securities Act 2009* (Cth) (as may be amended or replaced from time to time). Any reference to any particular part or section of the *Personal Property Securities Act 2009* (Cth) shall be taken to refer to the equivalent part.
  - (j) **"Price"** means the price payable for the Services or Products or Services and Products in accordance with clause 3.1 (and includes any revision to the Price to account for variation).
  - (k) **"Products"** means materials, parts or products described in an Order or Statement of Work.
  - (l) **"Statement of Work"** means any statement of work (setting out work to be undertaken by the Company and the price for the work) provided by the Company to the Customer in respect of supply of a Product or provision of Service or both by the Company to the Customer.
  - (m) **"Related Bodies Corporate"** is defined in Section 9 of the *Corporations Act 2001* (Cth) (as may be amended or replaced from time to time).
  - (n) **"Services"** means all services as described in an Order or Statement of Work.
  - (o) **"Terms"** means these Standard Terms and Conditions of Sale of Products or Services as amended from time to time.
-



**POLICY DOCUMENT**

DOCUMENT: POL028:1

TITLE: STANDARD TERMS AND CONDITIONS OF SALE

PAGE: 10:10

NEXT REVIEW: 05/2022

SUPERSEDES: NIL



---

**REFERENCE DOCUMENTS:**

**SUMMARY OF REVISIONS/CHANGES SINCE LAST ISSUE:**

SECTIONS	REVISIONS/CHANGES
All	New document – 30/04/2021

**APPROVALS:**

	Name	Title	Date
Prepared by:	Ian Brady	Managing Director	30/04/2021
Signature:	 <small>Ian Brady (Apr 30, 2021 08:27 GMT+10)</small>		
Approved by:	Craig Jacotine	General Manager	30/04/2021
Signature:	 <small>Craig Jacotine (Apr 30, 2021 22:10 GMT+10)</small>		

---









# POL028 STANDARD TERMS AND CONDITIONS OF SALE

Final Audit Report

2021-04-30

Created:	2021-04-29
By:	Ebony Carter (ebony.carter@steadfastsolutions.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIvYZxLsJkWkIpIUM5pmVhAaiWSuZPZ2r

## "POL028 STANDARD TERMS AND CONDITIONS OF SALE" History

-  Document created by Ebony Carter (ebony.carter@steadfastsolutions.com.au)  
2021-04-29 - 10:21:33 PM GMT - IP address: 122.111.23.247
-  Document emailed to Ian Brady (ian.brady@steadfastsolutions.com.au) for signature  
2021-04-29 - 10:21:53 PM GMT
-  Email viewed by Ian Brady (ian.brady@steadfastsolutions.com.au)  
2021-04-29 - 10:22:46 PM GMT - IP address: 123.243.224.231
-  Document e-signed by Ian Brady (ian.brady@steadfastsolutions.com.au)  
Signature Date: 2021-04-29 - 10:27:40 PM GMT - Time Source: server- IP address: 123.243.224.231
-  Document emailed to Craig Jacotine (craig.jacotine@steadfastsolutions.com.au) for signature  
2021-04-29 - 10:27:42 PM GMT
-  Email viewed by Craig Jacotine (craig.jacotine@steadfastsolutions.com.au)  
2021-04-30 - 12:10:12 PM GMT - IP address: 27.32.241.29
-  Document e-signed by Craig Jacotine (craig.jacotine@steadfastsolutions.com.au)  
Signature Date: 2021-04-30 - 12:10:31 PM GMT - Time Source: server- IP address: 27.32.241.29
-  Agreement completed.  
2021-04-30 - 12:10:31 PM GMT