



XCy Pty Ltd Standard Terms & Conditions of Sale.

Rev: 6 Applicable from 11/11/2015

These standard terms and conditions of sale from XCy Pty Ltd should be read carefully as they may have the effect of creating a PMSI under the PPSA.

1. DEFINITIONS AND EFFECT OF CONDITIONS

- (a) In these terms and conditions, the following terms have the following meaning:
- (i) "Company" means XCy Pty Ltd (ABN 35 153 822 541).
 - (ii) "Customer" means any person, business or company receiving Goods and/or Services from the Company.
 - (iii) "Parties" means the Company and the Customer.
 - (iv) "Conditions" means the XCy standard terms and conditions of Sale as set out in this document.
 - (v) "Contract" means any explicitly accepted quote, proposal, order, contract, project plan or agreement between the Company and the Customer for the provision of goods or services by the Company to the Customer.
 - (vi) "Goods" and "Services" mean, respectively, the goods and services identified in the Contract.
 - (vii) "Relevant Period" means the period when any Contract remains current (or until it expires or is terminated) and the period of six months thereafter.
 - (viii) "Loss" means any loss or damage whatsoever including but not limited to any failure to achieve anticipated revenue, savings or economies, loss or corruption of data, loss of profit, loss of revenue, production, use, service, reputation, business, contracts, opportunity or goodwill, or losses arising from delays.
 - (ix) "Law" means any Commonwealth or Australian state legislation regulations and the general law and includes in particular the Commonwealth Competition and Consumer Act 2010 and regulations as amended from time to time and the Commonwealth Personal Property Securities Act 2009 and regulations as amended from time to time
 - (x) "PPSA" and "Personal Property Securities Act 2009.
 - (xi) "PMSI" means Purchase Monies Securities Interest" has the meaning given in section 14 of the PPSA.
- (b) The Conditions shall apply to and be incorporated into every Contract.
- (c) In the case of any conflicting terms between the Conditions and any Contract, the terms of the Contract shall take precedence.
- (d) The terms of the Conditions and any applicable Contract for the supply of Goods or Services by the Company shall have precedence over any other terms of the Customer and may not be varied without the written consent of an authorised officer of the Company.
- (e) The Company's employees or agents are not authorised to make any representations concerning Goods or Services unless confirmed by the Company in writing. In entering into this Contract, the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not confirmed by the Company in writing. The provisions of this clause shall not apply in the case of fraud.
- (f) Any advice or recommendation for the application or use of Goods given by the Company or its employees or agents to the Customer which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk.
- (g) Any error or omission in any sales literature or other document or information relating to the Goods or Services or a Contract issued by the Company shall be subject to correction without any liability on the part of the Company.

2. INVOICING AND PAYMENT

- (a) The Company accepts payment by:
- (i) EFT to Account Name: XCy Pty Ltd. BSB: **016498**. Account: **262534985**.
 - (ii) Credit Card (Visa or MasterCard Only). A payment processing fee applies to credit card payments. The fee rate is 1% of the payment amount. Exemptions may apply at the Company's discretion.
 - (iii) Cheque or money order only by prior arrangement with the Company or for exceptional circumstances.
- (b) Invoicing and Payment terms are:
- (i) Any invoice must be paid by the invoice due date.
 - (ii) Unless otherwise quoted or agreed in writing, Contracts with a total value less than AU\$30,000exgst shall be invoiced with a single invoice on completion of delivery of the goods or services and due 30days from the invoice date.
 - (iii) Unless otherwise agreed in writing, Contracts with a total value of AU\$30,000exgst or more shall be invoiced on the following schedule:
 - 40% on receipt of order and due 7 days from the invoice date.
 - 30% on delivery of Goods and due 30 days from the invoice date.
 - 20% on practical completion and due 30 days from the invoice date.
 - 10% on completion of testing and due 30 days from the invoice date.
 - (iv) The Company may request or offer other payment schemes including part or full payment in advance or payment on delivery. Any such arrangement with be explicitly included in the quote and/or may be separately agreed in writing between the Company and the Customer.
- (c) Payment remittance advice, and all invoicing and accounts related correspondence shall be emailed to accounts@xcy.com.au.
- (d) The Customer is requested to ensure that invoice notifications and payment terms are suitable for their internal accounts payable processes and seek written agreement with the Company if alternate arrangements are required.
- (e) Overdue payments may be subject to a late payment charge of 0.05% per day.
- (f) The Company reserves the right to suspend delivery of Goods and/or Services where payment is not received when due.
- (g) If the Company is able to deliver some Goods and Services under a Contract, but is unable to complete delivery of all items due to causes beyond the Company's control, the Company reserves the right to part-invoice for the delivered Goods and Services, and the Customer shall pay the invoice when due.

3. PERIODIC PAYMENT AGREEMENTS AND CONTRACTS

- (a) The Customer, by agreeing to or issuing an order for any agreement or Contract which includes a periodic recurring fee schedule (typically a monthly, quarterly or annual fee) and with a specified agreement or contract period, is liable to pay all scheduled fees, when due, for the entire contract period.
- (b) Upon expiry of a specified contract period, the services provided and any periodic recurring fees and/or fee schedule which is specified in the Contract shall continue to apply on an ongoing basis unless otherwise agreed or the Contract is terminated.
- (c) If an agreement or Contract which includes a periodic recurring fee schedule and a specified contract period is terminated by the Customer within the specified contract period, the Customer is immediately liable to pay all outstanding periodic recurring fees applicable for the remainder of the specified contract period or for a period of 90 days, whichever period is greater.
- (d) A Contract which includes a periodic recurring fee schedule and a specified contract period may be terminated by the Customer with effect after the expiry of the specified contract period with a minimum termination notice period of 90 days, and the Customer is liable to pay all periodic recurring fees under the Contract until the expiration of the termination notice period.
- (e) A Contract which includes a periodic recurring fee schedule and a specified contract period may be terminated by the Company with a minimum termination notice period of 90 days, and the Customer is liable to pay all periodic recurring fees under the Contract until the expiration of the termination notice period.

4. SOFTWARE LICENCES

- (a) Where the Goods include software, the Customer shall enter into a licence agreement for use those Goods on such terms as the Company or the software vendor may require, including any applicable End User Licence Agreement (EULA) and payment of any applicable licence fees specified in the Contract.

5. SERVICES

- (a) The Customer shall at its own expense supply the Company with all necessary documents, data, materials, scheduling requirements & availability of dependent facilities and services or other information relating to the Services, within sufficient time to enable the Company to provide the Services in accordance with the Contract. The Customer shall ensure the accuracy of all such documents, data, materials or other information.
- (b) The Company may at any time without notifying the Customer make any changes to the Services which are necessary to comply with any statutory requirements, or which do not materially affect the nature or quality of the Services.
- (c) The Company warrants that the Services will be performed with reasonable care, skill and integrity by appropriately qualified and certified employees or contractors.
- (d) The Company warrants that best endeavours shall be made to provide appropriate service uptimes and response times, and employ systems and services of appropriate and cost-effective quality, capacity, reliability and redundancy. However no standard warranty is given or implied with respect to system or service uptimes, failure rates, service response times, data confidentiality, data integrity or data availability. Any such warranties may be provide, if required as managed services and specified by separate services agreement or Contract.

6. ORDERS

- (a) No Customer order (whether by telephone, letter, e-mail or otherwise) shall be deemed accepted by the Company unless confirmed by the Company in writing.
- (b) The Customer shall be responsible for ensuring the accuracy of the terms of any order (including any applicable specification), and for giving the Company all necessary information in relation to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- (c) The quantity, quality and description of and any specification for the Goods shall be those set out in the Company's quotation or acknowledgement of order.
- (d) Changes to specification may be made without notice to make the Goods conform to any applicable statutory requirements, or which do not materially affect the nature or quality of the Goods.

7. DELIVERY

- (a) Unless explicitly defined otherwise, any delivery dates quoted verbally or otherwise for Goods or Services are estimates only and time shall not be of the essence in relation to delivery of Goods or Services.
- (b) The unloading or delivery of the Goods at the Customer's address or any other place agreed by the Parties in advance shall constitute delivery.
- (c) The responsibility and risk for proper care of the Goods including prevention of loss, misplacement, theft, damage and exposure shall pass to the Customer on delivery.
- (d) The Company, at its discretion, may make partial deliveries or deliveries by instalments.
- (e) If the Customer fails to take delivery of Goods or fails to give the Company adequate or accurate delivery instructions then, without prejudice to any other right or remedy available to the Company, the Company may store the Goods until actual delivery and charge the Customer for the reasonable cost (including insurance) of storage and alternate delivery, or sell the Goods at the best price readily available and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price due under the Contract with the Customer.
- (f) Unless otherwise explicitly stated, the cost of delivery of Goods to the Customer is not included in any quote or costing and may be separately invoiced to the Customer.

8. LOSS AND DAMAGE IN TRANSIT



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- (a) The Company will, at its discretion, replace, repair, refund or credit the cost of any of Goods proved to the Company's satisfaction to have been lost or damaged in transit before delivery, provided that within 3 days after receipt of the Goods in the case of damage, or within 10 days of receipt of invoice for the Goods in the case of loss, the Customer notifies the Company in writing of the of the damage or loss, detailing its nature and extent, and providing sufficient information to prove the loss or damage before delivery.

9. RETURNED GOODS AND CANCELLATIONS

- (a) The Customer shall not return Goods or cancel orders without the Company's previous written consent. Such consent will not be given where Goods have been specially purchased or customised by the Company to meet the Customer's requirements or where the Company has commenced performance of any Services related to the Goods. If the Company gives such consent, it reserves the right to invoice a cancellation charge to recover costs.
- (b) The Company reserves the right to invoice confirmed bookings for Services which are subsequently cancelled or reduced by the Customer.

10.. PRICE AND EXPENSES

- (a) Unless otherwise stated, any prices quoted by the Company are exclusive of any taxes and carriage, freight, packing and insurance for which the Customer shall be additionally liable.
- (b) Unless otherwise stated, any quote issued by the Company is valid for 14 days from the quote date. Extension of a quote's valid period is at the Company's discretion.
- (c) Unless otherwise agreed and stated, any prices quoted by the Company are exclusive of Other Direct Costs (ODCs) including Company personnel travel costs, food and refreshments costs, accommodation costs, reasonable out of pocket expenses, and/or any other incidental costs directly incurred in the provision of the Goods and/or Services, and such costs may be charged to the Customer at cost +10%.
- (d) Unless otherwise agreed and stated, any ad-hoc minor hardware items or consumables such as cables may be charged to the Customer at cost +20%.
- (e) Unless otherwise agreed and stated, for Customer sites within the Perth Metropolitan Area, Company personnel time for travel TO the Customer site for the provision of the Goods and/or Services will be charged to the Customer.
- (f) Unless otherwise agreed and stated, for Customer sites outside the Perth Metropolitan Area including all remote and regional sites, Company personnel travel time, travel costs, subsistence, accommodation and reasonable out of pocket expenses incurred for travel both TO and FROM the Customer site AND while on site for the provision of the Goods and/or Services will be charged to the Customer.
- (g) Unless otherwise agreed and stated, any prices quoted by the Company for goods or services sourced using a foreign currency transaction are subject to the foreign currency exchange rate not increasing the purchase cost by more than 2% between the quote date and Customer order date. In such cases the Company reserves the right, regardless of whether a Customer order has been issued, to declare the quote invalid and issue an updated quote.
- (h) Unless otherwise specified by a prior pricing agreement (such as a Managed Services Agreement or a Master Services Agreement) any prices quoted are those current at the time of quotation and will be the price payable by the Customer if the quote is accepted.
- (i) Where agreed cancellations are not adhered to by the Customer, the Company reserves the right to amend the price structure in accordance with the Goods or Services already delivered.
- (j) The Company shall not be liable for additional supply charges or fees resulting from errors or inaccuracies in written quotes from vendors.
- (k) The Company shall not be liable for additional supply charges or fees resulting from errors or inaccuracies in information provided by the Customer and any such additional charges or fees, at the Company's discretion, be charged to the Customer.
- (l) Unless otherwise stated as 'fixed price', any prices quoted by the Company for services (labour) are acknowledged as being estimates only and do not constitute a fixed price quote. Final invoiced charges for labour may be higher or lower than quoted and the Customer shall be liable for all charges.

11. OWNERSHIP OF GOODS

- (a) Any of the Company's Goods in the possession of the Customer or otherwise dispatched for delivery to the Customer shall remain the owned by the Company until all of the Company's Goods purchased by the Customer at any time and all other amounts owing by the Customer to the Company have been paid for in full.
- (b) The Customer agrees that the Company has a security interest in the Goods, agrees that the Company is entitled to register a security interest over the Goods, and agrees to do all things necessary and execute all documents reasonably required by the Company to register the security interest.
- (c) Until the Customer has made full payment for the Goods, the Customer agrees to store and handle the Goods such that the goods are clearly identifiable as belonging to the Company, are secured from theft or loss, and are protected from damage.
- (d) The Customer grants the Company an irrevocable licence to enter the Customer's premises on any business day to inspect the Company's Goods in the Customer's possession and the Customer's books and records regarding the Company's Goods.
- (e) The Customer may promote and on-sell the Company's Goods in the ordinary course of business even if ownership of the Goods has not passed to the Customer. In such case the Customer shall hold the proceeds of sale in trust as agent for the Company in a separate account, and the Company shall have the right to trace and claim such proceeds.
- (f) If the Customer uses the Company's Goods in some manufacturing or construction process of the Customer's or some third party, the Customer will

hold such part of the proceeds as relates to the Company's Goods in trust for the Company. Such part shall be deemed to equal in dollar terms the amount payable or owing by the Customer to the Company at the time of the receipt of such proceeds. The Customer will also keep separate records and clearly identify in its books use of the Company's Goods in such manufacturing or construction process.

- (g) The Customer has no right to bind the Company to any liability with any third party by contract or otherwise.

12. PURCHASE MONIES SECURITY INTEREST

- (a) The Customer agrees that these Conditions create a PMSI in the Goods (and their proceeds) supplied presently and in the future by the Company to the Customer.
- (b) The Customer agrees to do all things necessary and execute all documents reasonably required by the Company to register the PMSI granted by the Customer under these Conditions and to ensure that the Company acquires a perfected security interest in the Goods under the PPSA.
- (c) This PMSI does not lose its priority as a result of the renewal, refinancing, consolidation or restructure of the subject matter of these Conditions and any purchase money obligations.
- (d) Until ownership of the Goods passes to the Customer, the Customer waives its rights under the following provisions of the PPSA, to the extent that is permitted by law:
- (i) to receive a notice of intention of removal of an accession (section 95);
 - (ii) to receive a notice that the Company has determined to enforce its security interest in accordance with land law (section 118);
 - (iii) to receive a notice of enforcement action against liquid assets;
 - (iv) to receive a notice of disposal of Goods by the Company purchasing the Goods (section 129);
 - (v) to receive a notice to dispose of the Goods (section 130);
 - (vi) to receive a statement of account following disposal of the Goods (section 132(2));
 - (vii) to receive a statement of account if no disposal of the Goods, six monthly (section 152(4));
 - (viii) to receive notice of any proposal by the Company to retain the Goods (section 135(2));
 - (ix) to object to any proposal by the Company to either retain and dispose of the Goods (section 137(3));
 - (x) to redeem the Goods (section 142);
 - (xi) to reinstate the security agreement (section 143); and
 - (xii) to receive a notice of any verification statement (sections 157(1) and 157(3)).
- (e) To the extent permitted by the PPSA, these Conditions exclude any provisions of the PPSA which may be excluded at the Company's discretion and which would otherwise confer rights on the Customer.
- (f) The Customer further agree that where the Company has rights in addition to those under Part 4 of the PPSA, those rights shall continue to apply.
- (g) The Customer's right to possession of Goods still owned by the Company under these Conditions shall cease if:
- (i) the Customer, being an individual, commits an act of bankruptcy, or,
 - (ii) the Customer, being a Company, circumstances arise where a Receiver, Manager, Administrator or Controller becomes entitled to take possession of any of the Customer's assets, any proceedings are instituted for winding up the Customer, or the Customer enter into a Deed of Company Arrangement, or
 - (iii) the Customer ceases or threatens to cease conducting business in the normal manner or applies for deregistration or receives a deregistration notice, or
 - (iv) any cheque the Customer provide the Company is dishonoured for payment, or
 - (v) the Customer fails to comply with any demand for payment issued by the Company, or
 - (vi) the Customer breaches any of the Conditions contained herein and/or is in default of any other agreement or Contract between the Company and the Customer.
- (h) The Customer agrees that the Company is entitled to enter any premises where the Goods supplied by the Company and still unpaid for is located, repossess and sell such Goods. The Customer agree to indemnify and keep the Company indemnified in respect of any claims, actions and costs that may arise against the Company in relation to the removal, repossession and sale of the Goods pursuant to these Conditions including any claims brought by third parties.
- (i) The Customer agrees that repossession and retention of the Goods pursuant to the PPSA will only satisfy so much of the monies which may become payable to the Company by the Customer, as is equivalent to the Company's estimation of the market value of the Goods as it is at the date of repossession and the repossession and retention will immediately extinguish any rights for interest the Customer has on the Goods.
- (j) Until ownership of the Goods passes, the Customer must not give the Company a written demand or allow any other person to give The Company a written demand requiring the Company to register a financing change statement under the PPSA or enter into or allow any other person to enter into the personal property securities register a financing change statement under the PPSA.
- (k) The Customer agrees not to change its name or undertake any changes to any documents that the Company has registered, required to be registered or is capable of being registered without the Company's prior written consent.

13.. PRIVACY

- (a) The Company Privacy Policy, available on our website or upon request from Company, forms part of these terms and conditions.
- (b) In accordance with the Privacy Policy, the Customer agrees that the Company may use or disclose information to third parties for the purpose of providing



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products, providing information about products; sending information on services; performing administrative and marketing operations; complying with legislative and regulatory requirements or as otherwise permitted or authorised by law; considering any application a Customer may make to the Company; managing the Company rights and obligations in relation to external payment systems, e.g. credit card schemes and debit payment schemes; conducting market research or customer satisfaction research; developing, establishing and administering arrangements (including rewards programs) with other organisations in relation to the promotion, administration and use of products; and developing and identifying products and services that may interest Customers.

14.. ASSIGNMENT

- (a) The Customer must not assign any rights or benefits under these Conditions unless it has obtained our prior written consent from the Company.
- (b) Any assignment by the Customer without the Company's consent shall entitle the Company to avoid any liability the Company may have to the Customer under these Conditions.

15. WARRANTIES AND LIMITATION OF LIABILITY

- (a) To the extent permitted by Law all warranties, representations, terms and conditions concerning the Goods or Services to be supplied by the Company are hereby expressly excluded and the Company shall not be liable in any way for any form of damages, loss, costs, injury or harm resulting directly or indirectly out of the supply, performance or use of the Goods or Services supplied, or resulting directly or indirectly from any breach, default, fault or negligence of the Company, including, without limitation, loss, damages, injury or harm in the nature of special, consequential, general, or other losses or damages including, but not limited to, loss of business, loss of profits, loss of income, loss of data or loss of use. In relation to any Goods, the Company does not make any representation or warranty regarding statutory compliance.
- (b) Provisions of the Trade Practices Act 1974 (Cth), as amended, and other legislation and laws from time to time in force in Australia, such as, but not limited to, the Fair Trading Acts of various States of Australia, may imply warranties or conditions or impose obligations upon the Company which cannot, in whole or in part, be excluded, restricted or modified. These Conditions must be read and construed subject to any such statutory provisions.
- (c) The Company may assign the standard warranty entitlements of any available vendor or third party manufacturer's warranty in respect of any Goods supplied to the Customer.
- (d) Any warranty is given by the Company subject to the following conditions:
 - (i) The Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design, configuration or specification supplied by the Customer;
 - (ii) The Company will be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, power or earth potential surge, spike or disruption due to power supply or lightning events, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing) misuse, or alteration or repair of the Goods without the Company's written approval;
 - (iii) The Company shall be under no liability if the total price for the Goods has not been paid by the due date for payment;
 - (v) Any warranty on goods is provided on a 'return to Company base' basis. The method and cost of transport for goods returned under warranty shall be a Customer responsibility.
- (e) Any claim by the Customer which is based on any defect in the quality or condition of the Goods or Services or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 5 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect. If delivery is not refused and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods or Services and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods or Services had been delivered in accordance with the Contract.
- (f) If statutory provisions for warranty apply, or where any valid claim in respect of the Goods or Services based on a defect or failure of the Goods or Services to meet specification is notified to the Company in accordance with these Conditions then, to the extent permitted by law, the Company's liability (if any) arising out of or in relation to the Goods or Services supplied shall be limited, at the Company's discretion, to:
 - (i) In the case of Goods; the replacement or repair of the Goods or the supply of equivalent Goods; or the payment of the cost of replacing the Goods, or having the Goods repaired, or of acquiring equivalent Goods; and
 - (ii) In the case of services; the supply of the services again; or the payment of the cost of having the services supplied again,and the Company shall have no further liability to the Customer with respect to the Goods or Services supplied.
- (g) In the event that the Customer returns Goods under the terms of an applicable warranty and the defect or error is found not to be within the terms of that warranty, the Customer shall pay the Company's fees for the examination and return of the Goods, and the Company shall have no other liability to the Customer.

16. DRAWINGS, TECHNICAL DOCUMENTS, COPYRIGHT, PATENTS, TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS

- (a) Any drawings, diagrams, plans, specifications, documents or other technical information supplied to the Customer shall not be copied, reproduced or communicated to any third party without the Company's prior written consent.

- (b) Any drawings, diagrams, plans, specifications, documents or other technical information supplied in or with sales literature and price lists are approximate only and shall not form part of a Contract.
- (c) The Customer acknowledges that all trademarks, trade names, copyrights, patents and other intellectual property rights used in relation to or connected with the Goods or Services are and shall remain the exclusive property of the Company (or its third party licensors). The provisions of this clause shall not apply to any documents, data, plans or other materials provided by the Customer to the Company for the purpose of providing the Services.
- (d) The Customer agrees to indemnify the Company against all liabilities costs, damage, damages and expenses which the Company may incur as a result of work done in accordance with the Customer's specifications which involve infringement of any copyright, patent or other intellectual property or proprietary right.

17. POACHING PERSONNEL

- (a) Unless otherwise agreed in writing with the Company, the Customer covenants with the Company that it will not (whether directly or indirectly) for the Relevant Period, induce or attempt to induce any employee of the Company to leave his or her employment, or any agent or contractor working for the Company to cease or reduce time working for the Company, and will not employ or receive services from any employee, agent or contractor or former employee or agent of or contractor to the Company during such period.
- (b) Unless otherwise agreed in writing between the Parties, if the Customer employs or hires any employee or contractor of the Company during the Relevant Period, the Customer shall pay to Company a fee equivalent to six months of the employee's final basic pay received from the Company.

18. HEADINGS AND INVALIDITY

- (a) The headings of these Conditions are for convenience only and shall have no effect on the interpretation thereof.
- (b) If any part of these Conditions or any associated Contract is ruled to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions or any associated Contract shall not be affected.

19. WAIVER

- (a) Any waiver by the Company of any term of these Conditions or any associated Contract shall not constitute a waiver of any other obligations of these Conditions or any associated Contract.

20. TERMINATION OF CONTRACT

- (a) The Company, at its absolute discretion, may terminate a Contract if the Customer fails to pay any invoice by the due date or if the Customer commits a material breach of any term of the Contract and which (in the case of a breach capable of being remedied) has not been remedied within 7 days of a written request from the Company to remedy the breach.
- (b) Any termination of a Contract shall be without prejudice to any of the Company's other rights or remedies.
- (c) If the Customer becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or a receiver is appointed over any of the property or assets of the Customer, or the Customer ceases or threatens to cease to carry on business, or the Company reasonably apprehends that any of the above events is about to occur in relation to the Customer, then, without prejudice to any other right of remedy available to the Company, the Company shall be entitled to cancel the Contract and/or suspend any further deliveries under the Contract without any liability to the Customer, and if any Goods have been delivered or Services performed but not paid for, the price should become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

21. FORCE MAJEURE

- (a) If the Company is prevented at any time from performing any contractual obligation, or if any Loss, damage, injury or delay in delivery of Good or Services is occasioned by or due to any cause beyond the Company's reasonable control including, but not limited to, the commission of any criminal act, shortage of Goods or components, Act of God, or any restriction imposed by any local municipal or governmental authority (including Customs Authorities) whether Australian or foreign, the Company shall be entitled to terminate the Contract immediately and shall not be liable for any Losses to the Customer.

22. TELECOMMUNICATIONS NETWORKS

- (a) Unless otherwise agreed in writing with the Company, if the Customer intends to use Goods in conjunction with a telecommunications network, it shall be responsible for obtaining the consent of the owner of the network for such connection, paying all charges from time to time levied by the owner for such connection to the network and at all times complying with such technical and other regulations as the owner shall impose as condition of connection to the network.
- (b) The Company shall not be liable for any Loss or damage resulting from the acts of omissions of the owner of the network or the breach by the Customer of its obligations under this clause.

23. JURISDICTION

- (a) Unless otherwise agreed, the Conditions and any associated Contract shall be governed by the law in force in Western Australia and each party irrevocably submits to the non-exclusive jurisdiction of courts of Western Australia in respect of any proceedings arising out of or in connection with these Conditions and any associated Contract.

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