

LEDA SECURITY PRODUCTS PTY LTD
STANDARD CONDITIONS OF SALE
LEDA SECURITY PRODUCTS PTY LTD ("LEDA")
STANDARD CONDITIONS OF SALE

All sales of Leda Goods and Services shall be subject to these Standard Conditions of Sale unless otherwise agreed in writing.

1. QUOTATION VALIDITY

- (a) Unless otherwise stated our Quotation shall be fixed for a period of **30 days** from the date of the Quotation and is thereafter subject to change without notice. The Quotation Price is based on the provision of the entirety of the Goods and / or Services as stated in the Quotation and includes only those Goods and / or Services as stated in the Quotation.

2. GOODS AND SERVICES TAX

- (a) Unless otherwise stated, the price quoted by Leda is net and exclusive of GST. All GST on taxable supplies shall be payable by the Purchaser to Leda.

- (b) In this clause:

i. "GST" means the tax payable on Taxable Supplies under the GST Legislation.

3. TRANSFERRING OF TITLE AND PPSA

- (a) Ownership in and title to any of the goods or materials supplied pursuant to this Quotation shall remain with Leda until such time as full payment has been received for all goods and / or materials and / or services covered by this Quotation but risk shall pass to the Purchaser on delivery.
- (b) Upon or at any time after a default in payment, Leda shall have the right, with or without prior notice, to recover possession of the whole or any part of the goods (and the Purchaser agrees that Leda may enter any premises occupied by the Purchaser to satisfy that purpose) without prejudice to other rights and remedies.
- (c) The Purchaser acknowledges that Leda will have one or more security interests for the purpose of the PPSA and that:
- i. Leda may register any security interest contemplated by this Contract on the PPS Register in any manner Leda chooses;
- ii. The Purchaser irrevocably and unconditionally waives its right to receive notice of a verification statement under section 157 PPSA;
- iii. The Purchaser agrees that sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA shall not apply to any collateral arising from or in connection with this Contract;
- iv. The Purchaser shall promptly take any steps, or provide any such information and execute and deliver any such documents, as Leda reasonably requires to perfect or otherwise protect and enforce the security interests granted to Leda by the Purchaser or under this Contract.
- (d) The Purchaser warrants and agrees that the goods are not, and will not become, a fixture for the purposes of the PPSA until 14 days after payment in full has been made for the goods. Leda shall be entitled to remove the goods from any premises owned, occupied or accessed by the Purchaser (whether or not the goods are affixed) following a default by the Purchaser under this Contract, and the Purchaser agrees:
- i. To procure appropriate acknowledgements from any owner, landlord or mortgagee of the premises to ensure that Leda's interest in the goods, its rights to remove the goods from the premises, and its right to enter the premises for that purpose, are acknowledged; and
- ii. To detach, or procure the detachment of, the goods from the premises following a default by the Purchaser under this Contract.

4. DELIVERY

- (a) Where no installation or erection by Leda is required as part of this Contract, delivery shall be deemed to have been completed as soon as the goods have been dispatched from our factory, stores or premises to the Purchaser.
- (b) Where installation or erection by Leda is required as part of this Contract, delivery shall be deemed to have been completed as soon as the Goods are installed or erected on site and in working order.
- (c) In the event of the Purchaser being unable or unwilling to take delivery upon notification by Leda that Leda is ready to effect delivery, the Purchaser shall nevertheless abide by the terms of payment. Where the Contract does not require installation or erection, the Purchaser shall pay Leda on request 0.5% of the contract price as storage for each month or part thereof during which the Purchaser fails to take delivery, as well as all reasonable sums incurred by Leda for handling charges, insurance and the like.
- (d) If the Contract includes installation or erection and if Leda is obliged to carry out test run of the installed Goods supplied under the Contract, the Purchaser shall provide for Leda to carry out the test immediately upon completion of the installation or erection. If the test run cannot be carried within 14 days after completion of installation or erection for causes outside of Leda's control, Leda obligations in respect of the test run shall be deemed to be fulfilled.
- (e) Leda shall make reasonable efforts to comply with requested times of delivery of goods and / or installation.
- (f) Leda does not guarantee time of delivery of goods and / or installation. Leda shall not be liable for any losses or damages arising out of delay of delivery of goods and / or performance of installation due to industrial action, vehicle breakdown, traffic delays, inclement weather and / or any other cause outside of Leda's control.

5. INSPECTION AND ACCEPTANCE OF GOODS

- (a) The Purchaser is obliged to carry out their inspection of Goods upon delivery and prior to installation by Leda and to sign a delivery receipt which shall constitute acceptance of the Goods by the Purchaser.

6. INSTALLATION SERVICES

- (a) Where installation is included:

- i. It shall be the responsibility of the Purchaser to mark, or organise to be marked, all underground services and / or supply current drawings of all underground services.
- ii. The Purchaser understands and acknowledges the possibility of unidentified cables, pipes or other equipment or underground services being encountered during concrete core drilling and / or ground excavation and accepts full liability for any direct or indirect damage or loss that may occur as a result of our Installers intercepting any unmarked underground cables, pipes, equipment, underground services or any other buried objects. Upon request, Leda may provide

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underground radar services at additional cost to be borne by the Purchaser. Emergency rectification or remediation measures to underground services intersected by Leda shall be fully reimbursed by the Purchaser.

- iii. Footing detail drawings or other information supplied by Leda are intended as a guide only to suit most applications. Site-specific soil conditions may vary the size of the footing required.

(b) Variations shall apply if:

- i. Leda's Installers encounter any underground objects that delay or require the redesign and / or movement of footings and / or product; or
- ii. Additional equipment or labour is required that has not been identified on the Quotation; or
- iii. Work is required outside of the Standard Site Hours; or
- iv. Site inductions exceed one hour in total per person; or
- v. Unreasonable restrictions or no access is provided to power or water; or
- vi. Delays on site outside of Leda's control, prevent Leda's Installers from carrying out work; or
- vii. Delays on site outside of Leda's control require Leda's Installers to return to site at a later time or date; or
- viii. Concrete reinforcement cutting, rock excavation or similar is required; or
- ix. There are any other unexpected Site conditions.

7. PAYMENT

- (a) Any part-payment or deposit made in respect of this agreement shall be deemed as appropriated first towards the cost of services with any remaining balance towards payment of goods.
- (b) Leda is entitled to make weekly progress claims for payment for work completed on Site and / or for goods or materials delivered to the Site but not yet installed.
- (c) Unless otherwise agreed expressly in writing, payment for goods shall be made prior to shipment, or where specifically agreed on completion of the installation. Goods will not be left on site without payment or a satisfactory arrangement as to payment.
- (d) Where goods are custom-made, a **35% to 50% deposit** of the goods' price is required before manufacturing will commence. The balance of the goods' price is payable on shipment.
- (e) Retentions will not be accepted unless agreed upon in writing prior to any Purchase Order being received and annexed to that Purchase Order. Leda reserves the right to adjust our Quotation where retention monies are to be withheld.
- (f) Liquidated damages for any delay in delivery of goods or completion of works shall be payable by Leda at the rate of \$100 per week for every week where the delivery or completion is later than the contract date for delivery or completion, and shall be capped at a maximum amount of 2% of the Quotation value.
- (g) All payment claims are made under the Building and Construction Industry Payments Act in force in each State or Territory.

8. RETURNS OR CANCELLATIONS

- (a) Returns shall only be accepted within 30 days of the date of invoice if the invoice, or selected Goods on the invoice, are marked 'Returns Permitted'. Credits will only be granted after inspection of goods. Damaged goods will not be accepted.
- (b) All returns are subject to 15% re-stocking fee on product.
- (c) Returns or cancellations are not available on scissor lifts, concrete products, gates, stainless steel turnstiles, retractable bollards, doors, products ordered from overseas, custom-made products or products not held in stock by Leda.

9. SITE WORKING HOURS

- (a) The Purchaser will provide, or cause to be provided, at its cost access to power and water, safe access, hoisting and crange, reasonable construction facilities, ablution facilities, site office and storage sheds for Leda's Installers unless otherwise agreed.
- (b) The Purchaser will provide, or cause to be provided, sufficient access to the Site during the hours of 7am and 5pm Monday to Friday and 8am and 2pm Saturday unless otherwise agreed ("Standard Site Hours").
- (c) Unless otherwise specified in the Quotation, Leda reserves the right to claim additional payments in regard to site allowances and additional labour costs due to site or union requirements. Where Leda employees attend site but are unable to perform their duties due to site requirements, additional claims will be made to cover the reasonable costs of returning to site.

10. WARRANTIES

- (a) Leda warrants the equipment manufactured and installed by it to be free from defects in material and workmanship for a period of 12 months commencing from the date of supply and / or installation. Leda will repair or replace at its option any product or part which it determines contains defective material and / or workmanship. Replacement parts or repairs carried out by Leda does not extend the original 12 month warranty period.
- (b) Leda warrants the labour works carried out by it for a period of 3 months commencing from the date of commissioning where the site is less than 60 minutes drive from the location of our permanent offices in each State or Territory.
- (c) Leda's warranty does not extend to fair wear and tear, negligent or otherwise incorrect use of our product. Fault or failure caused, or indirectly caused, by acts of God, terrorism, accidental damage, maltreatment or interference with the goods is specifically excluded. Leda shall not be liable for any special indirect, incidental or consequential damages or any kind or nature.
- (d) This warranty is in lieu of all other warranties either expressed or implied.
- (e) Where installation of goods is not effected by Leda, installation of goods must be in accordance with Leda's installation, operation and maintenance instructions.
- (f) The Purchaser acknowledges and agrees:
- i. That it is satisfied that the goods are suitable for its intended purpose;
 - ii. That in all matters relating to the goods, the Purchase has relied and will rely entirely upon the Purchaser's own judgement;
 - iii. That no warranty as to fitness for purpose will apply to this contract.
 - iv. That to the maximum extent permitted by law, any implied warranty or condition, whether in equity, under statute or otherwise at law, and whether as to the quality, state, condition or fitness of any particular purpose or as to any other matter or thing whatsoever is hereby expressly excluded from this contract.

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11. INTELLECTUAL PROPERTY

- (a) All drawings, blueprints, sketches, specifications, quotations, tooling and copies of any kind whatsoever supplied by Leda to the Purchaser remain the property of Leda and shall not be copied or used by the Purchaser for any purpose other than for fulfilling its obligations under the Order. Unless otherwise agreed, all such drawings, blueprints, sketches, specifications, tooling and copies thereof must be returned to Leda with the delivery of the Goods.
- (b) All patent, design rights, trade marks, copyright, original works and any other intellectual property in any design, specification, process, method of working or other information relating to the Goods, including that provided by the Purchaser to Leda associated with the supply of the Goods, shall remain the property of Leda.
- (c) The Purchaser agrees that it will not now or at any time in the future reproduce for or sell to any person or corporation other than Leda, whether for profit or otherwise, Goods or any part of the work in progress manufactured by the Purchaser to specifications provided by Leda or its related entities. The Purchaser shall not divulge to any other person or corporation any information, specifications, drawings or other intellectual property received from or provided by Leda or its related entities without the prior written consent of Leda.

12. ALTERNATIVE DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under this Contract shall within five (5) Business Days of the dispute arising, give written notice to the other party providing particulars of the dispute and nominating a person with authority to settle the dispute and the other party shall within three (3) Business Days give written notice to the first party of its representative with authority to settle the dispute.
- (b) The authorised persons shall meet at least once within ten (10) Business Days of giving the notice of dispute, in good faith and without prejudice, and seek to resolve the dispute.
- (c) If the dispute is not resolved within twenty (20) Business Days of giving the notice of dispute, either party may within a further five (5) Business Days and by giving written notice to the other party refer the dispute to arbitration under the Institute of Arbitrators and Mediators Australia Rules for the Conduct of Commercial Arbitrations, where the arbitration shall be conducted in Sydney, New South Wales.
- (d) Notwithstanding the existence of a dispute, both parties shall continue to perform their obligations under the Contract.

13. TIME BAR FOR CLAIMS

- (a) Unless this Contract expressly states otherwise, Leda shall not be liable for any Claim by the Supplier arising out of or associated with the Contract, unless the Supplier has given notice to Leda in writing including to the maximum extent practicable particulars of the event or circumstances on which the claim is or will be based, the provision of the Contract or other basis for the claim or proposed claim, and the quantum or likely quantum of the claim within seven (7) days of the claim arising.
- (b) Nothing in clause limits the operation or effects of any other provision for notice, time-bar, condition precedent or limitation or exclusion clause in the Contract.
- (c) Any notice to a party shall be sufficiently served by posting it by registered pre-paid mail to or leaving it at the address shown on the Order, and shall be deemed to have been received on the date two (2) Business Days after posting.

14. GENERAL

- (a) The law governing this Contract and its interpretation is the law of the State of New South Wales.
- (b) Unless modified in writing and signed by both parties by persons having authority to sign the same, these Standard Conditions of Sale together with the Quotation constitutes the entire agreement between Leda and the Purchaser and supersedes all prior or contemporaneous, oral or written contracts, agreements or understandings of the parties relating to the Quotation.
- (c) The Purchaser acknowledges and agrees that advice, recommendation, information, assistance or service provided by Leda or its employees in relation to goods or services sold or installed by it and their use or application is provided solely to assist the Purchaser to make and rely upon their own enquiries. The Purchaser further acknowledges and agrees that such advice, recommendation, information, assistance or service is provided without liability or responsibility on the part of Leda to the full extent permitted under statute, equity or otherwise at law.
- (d) The Purchaser agrees that, regardless of any negligence on the part of Leda, to release, hold harmless, indemnify and keep indemnified Leda, its successors and administrators, from and against all liabilities, claims, damages, losses, costs and expenses of whatever nature, however occurring which may accrue against or be suffered by Leda arising out of or in any way connected with the performance of Leda's services, unless caused by wilful misconduct of Leda.
- (e) Any provision in this Contract which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and may be severed and such illegality, voidness or unenforceability will not invalidate any other provision of this Contract.
- (f) Unless otherwise stated in writing the Quotation Price excludes any freight charges.

15. DEFINITIONS

In this Contract, except where the context otherwise requires:

Business Day means any day other than a Saturday, Sunday, statutory public holiday in the State in which the Site is located, or the 27, 28, 29, 30 or 31 December.

Contract means these Standard Conditions of Sale together with the annexed Quotation.

Default includes but is not limited to failure to make a payment due and payable pursuant to the Contract or if any other secured party seizes, or becomes entitled to seize, the goods or materials (whether under the PPSA or otherwise).

Leda means Leda Security Products Pty Ltd (ABN 23 067 258 235).

PPSA means the *Personal Property Securities Act 2009 (Cth)*. Words and expressions which are not defined in this document but which have a defined meaning in the PPSA have that same meaning.

Quotation means the entire statement annexed to these Standard Conditions of Sale setting out the costs of goods and / or services proposed by Leda.

Quotation Price means the sum total of the cost of the goods and / or services offered by Leda as set out in the Quotation subject to adjustment as provided for in the Contract.

Site means the address where the goods are to be delivered and / or where the installation is to be carried out.