

InnovotechX Terms and Conditions of Supply of Goods and Services

Effective: 2nd September 2024

1. Supply of Goods and/or Services

1.1. InnovotechX (the "Company") agrees to provide the goods and/or services (the "Goods and/or Services") to the Customer, and the Customer agrees to purchase the Goods and/or Services from the Company in accordance with the terms of the contract between the Company and the Customer.

2. Terms and Conditions:

2.1. These Terms and Conditions apply to any Customer accepting Goods and/or Services from InnovotechX.

2.2. These Terms and Conditions, together with applicable Australian consumer law, constitute the entire agreement between the Company and the Customer and are the only conditions binding on the Company.

2.3. These Terms and Conditions prevail over any other conditions specified by the Customer or any third party.

2.4. Any variation or waiver of these Terms and Conditions must be made in writing and signed by a director of InnovotechX.

2.5. These Terms and Conditions may be updated from time to time. The version of these Terms and Conditions displayed on the Company's website www.innovotechx.com.au at the time of the transaction shall apply. The Company does not provide notifications of updates.

2.6. Any disputes concerning the content or application of these Terms and Conditions shall be resolved in accordance with the laws of Victoria, Australia.

3. The Contract

3.1. The Contract between the Company and the Customer comprises the following documents, in order of precedence:

- i. Terms and Conditions
- ii. Order Confirmation
- iii. Purchase Order
- iv. Quote

In the event of any inconsistency between these documents, the document appearing higher in the above list will take precedence to the extent of the inconsistency.

3.2. The company is not bounded by a Purchase Order or Contract until the Purchased Order and Contract are accepted by the company in written.

4. Quotations and Pricing:

- 4.1. Quotations provided by the Company describe goods and/or services of potential interest to the Customer.
- 4.2. A quotation is prepared based on the currency exchange rate at the time of the quotation. The exchange rate factor used is documented in the Company's quotation.
- 4.3. Currency variation between the time of quoting and the date of invoicing will be adjusted according to the exchange rate provided in the Company's quotation using the following formula:
$$(\text{Quoted price}/\text{Quotation exchange rate}) \times \text{Current exchange rate}$$
- 4.4. Quotations are provided exclusive of GST. If GST is applicable, the GST amount will be specified in the quotation and is payable by the Customer.
- 4.5. Quotations do not include provisions for freight, installation, commissioning, or user training unless these are separately specified and stated in the quotation.
- 4.6. Quotations are valid for 30 days from the date of the quotation unless otherwise specified.
- 4.7. Quotations are subject to variation or withdrawal during the validity period.
- 4.8. The Company reserves the right to increase the price of goods and/or services ordered pursuant to a purchase order prior to supply due to any of the following:
 - i. Increase in the price of goods and/or services or any related tax or levy.
 - ii. Variation in exchange rates.
 - iii. Changes in specifications or quantities of goods and/or services ordered by the Customer.
 - iv. Any delays caused by the Customer.
- 4.9. Quotations are confidential and intended solely for the benefit of the intending purchaser.
- 4.10. Quotations provide information to assist the Customer in making a purchasing decision based on their own skill, knowledge, and judgment. If the Customer requires additional information to make a decision, it is their responsibility to contact the Company for assistance before placing an order based on the quotation.
- 4.11. For Customers located outside Australia, prices quoted are on an INCOTERM DAP (Delivered at Place) basis, excluding local taxes, GST, and duties.

4.12. A surcharge of 2% of the total invoice value applies to payments made by an Australian credit or debit card. A surcharge of 3% applies to payments made by a non-Australian card or via PayPal. The Company may decline to accept a credit card for any intended purchase.

5. Purchase Orders

5.1. Purchase Orders provided by the Customer to the Company via email or the Company's website are deemed to indicate the Customer's acceptance of these Terms and Conditions.

5.2. Purchase Orders must contain the Customer's company ABN (or an equivalent business identification number if the company is located overseas).

5.3. Purchase Orders must reference any relevant quotation number to ensure the correct specifications and pricing are supplied.

5.4. Purchase Orders are not subject to cancellation unless:

- i. The Company accepts the cancellation in writing; and
- ii. The Customer indemnifies the Company for any loss incurred or liability arising due to the cancellation.

5.5. Purchase Orders cannot be processed if there is a pricing discrepancy between the Purchase Order and any quotation provided by the Company or with the Company's list price, or if any quoted pricing has expired. The Company will require the Purchase Order to be amended before acceptance.

5.6. Purchase Orders are subject to cancellation if a pre-payment is required, and the pre-payment is not received by the Company within 1 month of a written request for payment.

6. Terms of Payment

6.1. Payment of the Company invoices is due within 14 days of the invoice date, unless otherwise specified by the Company

6.2. Payment terms may include progressive payments based on agreed milestones as outlined in the contract or quotation.

If the milestone for the final progressive payment (e.g., completion of installation and commissioning) is delayed by more than 60 days due to the Customer's failure to complete agreed work, and there is no fault on the part of the Company, the final progressive payment becomes due and payable to the Company. The Company remains obligated to complete the agreed works in a timely manner once the Customer has completed the required preparatory work.

7. Breach of payments

Customers who fail to make payments by the invoice due date, breach these Terms and Conditions, or who become insolvent or are reasonably suspected by the Company to

be insolvent, are liable to the following actions at the Company's discretion, without limiting the Company's ability to pursue other rights or claims:

- 7.1. A charge of 9% interest, calculated on a daily basis, will be applied to late payments.
 - 7.2. The Company may call for full payment of all items or services ordered, even if complete delivery has not been made, if it is not possible to cancel the delivery of the outstanding items or services.
 - 7.3. The Company may cancel or suspend any unfulfilled orders, provided these options are available to the Company at no cost.
 - 7.4. The Company may cancel any discount or credit arrangements or other commercial agreements (including contracts) existing between the Company and the Customer.
 - 7.5. The Company may lodge a caveat or similar title over any Customer property, at the Customer's expense, to recover outstanding amounts.
 - 7.6. The Company or its authorized agents may enter the Customer's premises where the Company's goods are located to inspect or reclaim the goods, without liability for trespass, negligence, or payment of compensation.
8. Delivery of Goods and Services:
- 8.1. The Company is not responsible for refunding money, accepting liability, or accepting the return of goods incorrectly ordered by the Customer or found to be unfit for purpose, including non-compliance with any regulatory or statutory requirement that was not disclosed to the Company prior to the order.
 - 8.2. The Company does not accept any liability for consequential loss suffered by the Customer or any third party as a result of the Customer's purchase decision.
 - 8.3. If a supplied good or service does not meet the intended purpose:
 - i. The Company may, at its sole discretion, accept the return of the item, subject to the terms in clause 9 below; or
 - ii. Where possible, the Company may make changes to the goods or services to meet the specifications, provided such changes are agreed upon in writing with any associated costs to be borne by the Customer.
 - 8.4. Supply is subject to availability, which may be affected by factors such as discontinued goods or services, prior purchases by other customers, manufacturing delays, and shipping delays.
 - 8.5. Any promised delivery or service date is an estimate only.
 - 8.6. The Company does not accept orders under penalty for late delivery. The Customer will waive any penalties applied upon delivery. The Customer has seven (7) days to report in writing any missing or incorrectly supplied items or any damage. If the Company is not notified within this period, the Customer is deemed to have accepted the goods in full and in good order and condition.

- 8.7. Goods are not to be exported from the Customer's country without the prior written consent of the Company.
- 8.8. The Company may engage other personnel or entities to supply the goods and/or services in part or in full.
- 8.9. The Customer will indemnify, release, and keep the Company fully indemnified against any loss or damage to property, or injury to or death of any persons caused by any negligent act or omission, or willful misconduct of the Customer, its employees, agents, subcontractors, or any breach of its contractual obligations arising from these Terms and Conditions.
- 8.10. The Company will deliver goods to the Customer:
- i. At the Customer's premises, as specified in the purchase order (the "PO Delivery Address"); and
 - ii. In accordance with the date specified in the purchase order (the "PO Delivery Date") or as otherwise agreed in this clause.
- 8.11. If the Company is unable to deliver the goods on the PO Delivery Date and/or to the PO Delivery Address for any reason:
- i. The Company will notify the Customer that it cannot deliver the goods on the PO Delivery Date and/or to the PO Delivery Address; and
 - ii. The Company will deliver the goods on the first possible date after the PO Delivery Date to the alternate address nominated by the Customer in writing.
9. Return of Goods:
- 9.1. Customers must obtain prior written authorization from the Company before returning any goods. The Company does not accept responsibility for goods returned without such written authorization.
- 9.2. Returned goods will incur a restocking fee of 20% of the original invoiced value, unless waived by a director of the Company.
- 9.3. The Customer is responsible for all shipping costs associated with returning goods to the Company.
- 9.4. Returned goods that are not in as-new condition or are not in their original packaging will incur additional fees to reflect their written-down value.
- 9.5. Goods must be returned within 10 business days of receiving authorization from the Company. If the goods are not returned within this period, and the shipment was not lost or damaged as documented in the shipment tracking information, the authority to return the goods is cancelled, and the full value of the original invoice remains due and payable.
- 9.6. Goods that have been custom-made for the Customer by the Company are not returnable under any circumstances.

10. Software:

- 10.1. The software is licensed and not sold to the custom The software provided is licensed, not sold, to the Customer.
- 10.2. Terms such as "purchase" or "sell" used in the purchase order, invoice, or elsewhere are to be understood as "license."
- 10.3. The Customer is granted a royalty-free, non-exclusive, and non-transferable license to use the software.
- 10.4. The Customer is not entitled to sublicense the software or make it available to any third parties.
- 10.5. The software must not be reverse-engineered or modified except through the manufacturer's provided default interface.

11. Risk and Title:

- 11.1. The risk of loss or damage to goods passes to the Customer upon dispatch from the Company premises. If the goods are forwarded via an approved freight forwarder to the Customer's premises, the risk of loss or damage passes to the Customer when the goods arrive at those premises. The Customer is responsible for any damage caused while unloading the goods at the delivery point.
- 11.2. Title to the goods remains with the Company until the Customer has paid in full all amounts owing for the goods, even if the goods are in the Customer's possession.
- 11.3. Until all amounts owing for the goods have been paid in full, the Customer holds the goods as a bailee for the Company and must:
 - i. Not encumber the goods and ensure they are identifiable and distinguishable from the Customer's other goods.
 - ii. Allow the Company access to the goods if they need to be reclaimed due to the Customer's breach of these Terms and Conditions.
 - iii. Not dispose of the goods unless they are of a consumable nature and are consumed in the ordinary course of the Customer's business.
 - iv. Not sell the goods except to purchasers in the ordinary course of the Customer's business.

12. Services, Installation and Repair:

- 12.1. Will not be liable to the Customer or any third party for any failure of the Service(s) to fit the intended purpose. The Customer agrees to indemnify and hold harmless the Company against any loss or damage suffered by any party (including the Customer) arising from such failures.

- 12.2. The Customer is responsible for providing a safe working environment for Company personnel in accordance with good industrial practice and Work Health & Safety (WH&S) Standards.
- 12.3. The Customer must prepare the work site for the proposed work(s), including:
- i. Provision of necessary services such as electricity, water, wastewater, gases, air conditioning, and compressed air lines.
 - ii. Completion of any site preparation required for service provision.
- 12.4. The Customer is responsible for:
- i. Transporting goods to the place of installation, including ensuring adequate access for the goods and personnel.
 - ii. Providing or covering the costs associated with special transport, handling, or lifting equipment, including any specialist equipment handling personnel if required.
- 12.5. Quotations for services are estimates based on the Company's understanding of the job requirements. Should additionally labour or parts be required, the Company will issue a new quotation. If the Customer declines to proceed with the additional work, the Customer agrees to pay for the labour hours already consumed and the cost of any parts or consumables specifically purchased for the intended work (less any credit available from the supplier of the parts or consumables upon their return).
- 12.6. Freight charges for shipping from the Customer to the Company and the return from the Company to the Customer are chargeable at cost to the Customer.
- 12.7. The Company reserves the right to dispose of used parts unless the Customer notifies the Company otherwise before the work commences.
- 12.8. The Customer must notify the Company prior to the commencement of any work if the equipment to be repaired or serviced is contaminated. If the equipment contains substances that could present a health hazard, the Customer must take the following actions before shipment or the attendance of our service engineer:
- i. Provide a detailed list of the substances involved and submit this list to the Company along with the Safety Data Sheet (SDS) for each substance.
 - ii. Decontaminate the equipment and provide details of the decontamination procedure, including a decontamination certificate if applicable.
 - iii. Ensure the equipment is properly packed and labelled for transportation. This includes sealing any ports, flanges, or openings to prevent exposure or leakage during transit.

13. Warranty and Liability

Warranty and Liability on goods or services provides only as follows, unless otherwise provided for by Australian Consumer Law or mentioned in the quotation:

- 13.1. New products are warranted for 12 months from the date of invoice against defective parts and faulty workmanship.
- 13.2. Consumable products (e.g., light sources, filters, rechargeable batteries) are warranted for 6 months from the date of invoice.
- 13.3. Service and Repair work are warranted for 3 months on labour, 12 months on parts, from the date of the service or repair and this is only applicable to the actual service or repair work that was done and not to unrelated parts or software
- 13.4. In the event of a warranty claim, the Company's liability is limited to one or more of the following remedies, as agreed upon between the Company and the Customer:
 - i. Replacement of the goods.
 - ii. Supply of equivalent goods.
 - iii. Repair of the goods.
 - iv. Re-supplying the service.

The remedies listed above are not in any particular order of priority or implementation.

13.5. The Company's total liability for any event or series of connected events will not exceed the total price paid for the relevant goods and/or services.

13.6. The warranty does not cover defects, damage, or malfunctions caused by:

- i. Normal wear and tear.
- ii. Accidents, improper use, or abuse.
- iii. Operation outside of the manufacturer's recommendations, including any specified consumables and required environmental conditions.
- iv. Inundation, fire, pest infiltration, or other external damage.
- v. Modification, movement, or servicing of the goods not performed or authorized by the Company.
- vi. Failure by the Customer to update or modify software or hardware as instructed by the Company in writing

13.7. The Company does not accept liability for any consequential loss incurred by the Customer or any third party. Such losses include, but are not limited to:

- i. Financial loss or expense.
- ii. Loss of opportunity.
- iii. Loss of profits or goodwill.

These losses may arise directly or indirectly out of, or be attributable in any way to, the supplied goods and/or services, their delivery, or the performance of any contract.

13.8. The Customer indemnifies and holds harmless the Company against any loss, damage, or liability suffered, incurred, or for which the Company is liable, if:

- i. The Customer breaches these Terms and Conditions.
- ii. The Customer acts negligently.
- iii. The Company exercises any of its rights under Australian law or these Terms and Conditions.

13.9. The Customer indemnifies the Company against any loss, damage, or liability that the Company suffers, incurs, or becomes liable for if:

- i. The Customer breaches these Terms and Conditions.
- ii. The Customer acts negligently.
- iii. The Company exercises any of its rights under Australian law or these Terms and Conditions.

14. The company's Obligation:

14.1. The Company is not obligated to fulfill any provision of these Terms and Conditions where:

- i. The Customer fails to comply with any term of the contract until such breach is fully remedied.

The Company's failure to fulfill its obligations is excused if it is substantially or wholly due to a force majeure event. Force majeure events include, but are not limited to:

- i. Industrial action.
- ii. War, sabotage, or terrorist activity.
- iii. National emergency or blockade.
- iv. Government action or a pandemic.

15. Errors and Omissions:

15.1. Errors and omissions, including typographical, clerical, or arithmetic mistakes, in any literature or documents provided by the Company are subject to correction. To the extent permitted by law, the Company shall not be liable for any such errors or omissions.

16. Termination by the Company:

16.1. Without prejudice of its rights, powers or remedies:

16.1.1. The Company may cancel any order for the supply of goods and/or services and terminate Contract governed by the Terms and Conditions if:

- i. The terms of payment for any Goods and/or Services delivered to the Customer by the Company has not been strictly adhered to by the Customer

- ii. The Customer defaults under any of its obligations under the Terms and Conditions, or
- iii. The Customer suffers an insolvency.

In each case, the Company will be released from all liabilities under the Contract.

- 16.1.2. The Company will be entitled to payment for all Goods and /or Services delivered up to the effective date of termination.

Termination of the Contract under this clause will be without prejudice to any rights of the Company accruing up to the date of termination.

17. Definitions in these Terms and Conditions:

- 17.1. The **Company** means InnoVoTechX with ABN 30 160 382 848
- 17.2. **Customer** means any person, entity, company, body, or purchaser that orders or purchases goods and / or services from InnoVoTechX
- 17.3. **Purchaser** means a customer who has raised, or who intends to raise, a purchase order
- 17.4. **Goods** means products quoted by or ordered from InnoVoTechX; the meaning includes 'items' and 'services' if applicable to the context
- 17.5. **Services** means all services supplied by the Company to the Customer pursuant to the Contract.
- 17.6. The **Contract** means the agreement as defined by sub-clause 3.1 of the Terms and Conditions between the Company and the Customer for the supply of Goods and Services.
- 17.7. **Purchase Order** means the order for the goods and / or services that is created by the customer and sent to InnoVoTechX for fulfilment
- 17.8. Singular includes the plural, and vice versa