

TERMS AND CONDITIONS

1 Australian Consumer Law

- (a) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- (b) These terms and conditions will apply to the extent to which they do not infringe the Australian Consumer Law.

2 Quote

You acknowledge and agree that:

- (a) we will provide you with a Quote and a set of this contract, which constitutes an offer from us to you;
- (b) a Quote will be valid for 14 calendar days from the on which we originally provided it to you;
- (c) any timeframe for Delivery indicated in a Quote is an estimate only, and is subject to change;
- (d) we may amend any Quote prior to you accepting it; and
- (e) you may accept the offer contained in our Quote by:
 - (i) confirming in writing that you accept the Quote; or
 - (ii) otherwise engaging in conduct which is consistent with acceptance of the Quote.
- (f) An Order will arise once the Quote is accepted by you in accordance with clause 2(e).
- (g) Unless we have expressly stated otherwise in writing, our Quotes do not include the costs connection with the Delivery or installation of the Goods.

3 Deposit

Upon signing these terms and conditions, you must pay a **non-refundable** deposit as follows:

- (a) 50% of the full price where the order relates to Standard Goods; and
- (b) 100% of the full price where the order relates to Custom Goods.

4 Delivery

- (a) Delivery of the Goods and / or completion of the Services is taken to occur upon **(Delivery)**:
 - (i) you or your nominated carrier taking possession of the Goods at our premises;
 - (ii) delivery of the Goods to any place nominated by you, or delivery of the Goods to any agent or carrier nominated by you; or
 - (iii) you signing the Work Sheet in respect of any Goods and / or Services provided to you.
- (b) We may Deliver the Goods and / or Services in separate instalments. Each separate instalment will be invoiced and paid in accordance with the provisions of these terms and conditions or as otherwise agreed by the parties in writing.

5 Payment

- (a) Unless we have agreed otherwise in writing:
 - (i) if you choose to not proceed with the Goods and / or Services after you have accepted our Quote, we will be entitled to keep the non-refundable deposit without having to provide any Goods and / or Services to you;
 - (ii) we will issue you an invoice upon Delivery of the Goods and / or Services;

- (iii) the total balance of our invoice must be paid by you within seven calendar days of issue;
 - (iv) all prices set out in a Quote, Order and / or invoice are GST exclusive; and
 - (v) you must make payment in accordance with a payment method set out in our invoice.
- (b) Pursuant to clause 5(a)(v), if you pay our invoice via a credit card provider, we reserve the right to charge you a credit card processing fee proportionate to the amount that we incur for processing the relevant payment.

6 Failure to pay

If you fail to pay our invoice as and when payment falls due, we are entitled to do any or all of the following (in our discretion):

- (a) we may charge you interest at a rate not exceeding the Cash Rate Target at the date the invoice is issued (as fixed by the Reserve Bank of Australia) plus 2 per cent;
- (b) require you to pay in advance, for any Goods and / or Services which have not yet been provided;
- (c) not provide any Goods and / or Services to you; and
- (d) deal with the Good in accordance with clause 9(a).

7 Risk

- (a) Risk in the Goods passes to you immediately upon Delivery.
- (b) If you request us to leave Goods outside our premises for collection or for us to Deliver the Goods to an unattended location then such Goods will be left at your sole risk.

8 Title to the Goods

- (a) Ownership and title to the Goods remains with us until we receive full payment in cleared funds in connection with our invoice.
- (b) Until and unless we receive payment for all Goods as set out in clause 8(a), where the Goods are in your possession, you must:
 - (i) hold the Goods on our behalf, as fiduciary bailee and agent for us;
 - (ii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (iii) maintain the Goods in a good condition;
 - (iv) not to attempt to sell, assign, charge or otherwise encumber or grant any right or Security Interest in any of the Goods; and
 - (v) immediately advise us of any breach of this clause 8.

9 Repossession of Goods

- (a) We can stop any Goods in transit, enter a premises occupied by you, or enter any premises where the Goods are held on your behalf in order to repossess those Goods, if:
 - (i) you fail to pay our invoice in accordance with clause 5(a); or
 - (ii) you become Insolvent.
- (b) You hereby grant us the right to enter any premises in connection with us exercising our rights under clause 9(a).
- (c) You will be liable for any of our costs arising in connection with us repossessing any Goods under this clause 9.

10 Accuracy of Specifications

Where you provide us with any design specifications or any other information or data in connection with the Goods and / or Services, you acknowledge and agree that:

- (a) it is your responsibility to verify the accuracy of the information before you place an Order based on the information;
- (b) we will be entitled to rely on the accuracy of such information; and
- (c) in the event that any such information provided by you is inaccurate, we will accept no responsibility for any loss, damages, or costs resulting from such inaccuracy.

11 Limitation of liability

Subject to the Australian Consumer Law and other applicable laws, we:

- (a) exclude all warranties and implied representations in respect of the Goods and / or Services;
- (b) are not liable for any claim and / or damage to Goods caused by your misuse, abuse or for normal wear and tear; and
- (c) are not liable for any consequential, incidental, special or economic loss, damage or injury in connection with providing you the Goods and / or Services.

12 Warranties

- (a) For Goods not manufactured by us, any warranty provided in relation to the Goods will be on the terms and conditions provided by the manufacturer (as set out in their associated warranty documentation). We will take all reasonable steps to assist you with any claim in respect to a manufacturer's warranty.
- (b) We will remedy any reasonable defects in relation to our workmanship when providing you the Goods and / or Services for a period of 12 months commencing from the date of Delivery.

13 Personal Property Securities Act

- (a) You acknowledge and agree that:
 - (i) we may register a Security Interest in relation to the Goods and / or Order;
 - (ii) you waive your rights under section 157 of the PPSA to receive notice of any verification of a Security Interest registration; and
 - (iii) you must promptly do anything reasonably required by us to ensure that our Security Interest is perfected and has priority over all other Security Interests in the Goods.
- (b) We can apply amounts that we receive from you towards amounts owing to us in such order as we choose.
- (c) If you default in the performance of your payment obligations under these terms and conditions and you do not promptly remedy that default, we may enforce our Security Interest in the Goods by exercising all or any of its rights under these terms and conditions or the PPSA.
- (d) To the maximum extent permitted by law, the following provisions do not apply to any enforcement by us of our Security Interest in the Goods: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA.
- (e) Pursuant to section 275(6)(a) of the PPSA, the parties agree not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in circumstances required by sections 275(7)(b)–(e) of the PPSA.
- (f) Nothing in this clause 13 is limited by any other provision of these terms and conditions or any other agreement between the parties.

14 Cancellation

- (a) We may cancel any Order before the Goods and / or Services are Delivered by giving reasonable written notice to you (**Cancellation Notice**).

- (b) On giving a Cancellation Notice, we will:
 - (i) repay any money paid by you in connection with the Order (including your deposit); and
 - (ii) not be liable for any loss or damage whatsoever arising from such cancellation.

15 Intellectual Property

- (a) You represent and warrant that all designs, specifications or instructions provided by you will not cause us to infringe the intellectual property rights of any third party in the completion of any Order.
- (b) You must indemnify us immediately upon demand against any action or claim made by a third party in connection with clause 15(a).

16 Licensing and Subcontracting

- (a) We may licence and / or assign all or any part of our rights and / or obligations under these terms and conditions without your consent.
- (b) We may elect to subcontract any part of the Services. We will appropriately supervise and are responsible for the work of any of our subcontractors.
- (c) You acknowledge and agree that you have no authority to give any instructions to our subcontractors without our prior written consent.

17 GST

- (a) In these terms and conditions:
 - (i) words used in this clause which have a particular meaning in the GST law (as defined in the GST Act) have that same meaning, unless the context otherwise requires; and
 - (ii) if the GST law treats part of a supply as a separate supply for the purposes of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.
- (b) To the extent that any supply made under or in connection with these terms (including the supply of the Goods and / or Services) is a taxable supply, the GST exclusive consideration otherwise payable for that supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is to be paid or provided.

18 General

- (a) The laws of the State govern these terms and conditions. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts in the State.
- (b) Both parties represent and warrant that they have the power to enter into these terms and conditions and have obtained all necessary authorisations to allow them to do so.
- (c) No failure or delay by either party in exercising any right, power or privilege under these terms and conditions will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
- (d) Any provision of these terms and conditions which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make the terms and conditions enforceable, unless this would materially change the intended effect of the terms and conditions.
- (e) You may not assign or otherwise transfer any or all of your rights and obligations under these terms and conditions without our prior written consent.
- (f) A notice must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be

received upon posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission.

- (g) You agree that we may amend these terms and conditions from time to time by notifying the you in writing. These changes will be deemed to take effect from the date on which you accept such changes, or otherwise at such time as you make a further request for us to provide Goods and / or Services to you.
- (h) Neither party will be in default nor liable for any delay or failure to comply with these terms and conditions to the extent that, that default, delay or failure is due to any act beyond the control of the affected party, excluding industrial disputes, provided such party immediately notifies the other of same.

19 Definitions

In these terms and conditions, unless the context otherwise requires, the following words and phrases have the following meanings:

- (a) **“Australian Consumer Law”** means the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) and its associated Regulations as amended;
- (b) **“Cool Technology,” “we,” “us” or “our”** means Suretech Innovations Pty Ltd ACN 625 606 831;
- (c) **“Corporations Act”** means the *Corporations Act 2001* (Cth);
- (d) **“Custom Goods”** means any Goods which are made, processed or ordered according to your unique specifications, or which are otherwise notified to you as being Custom Goods in the Quote;
- (e) **“Customer,” “you” or “your”** means any person or entity purchasing the Goods and / or Services;
- (f) **“Delivery”** has the meaning given to that term in clause 4(a) and **“Delivered”** and **“Deliver”** have a corresponding meaning;
- (g) **“Goods”** means any goods to be supplied by us to you in accordance with an Order and / or these terms and conditions (which may include Standard Goods and / or Custom Goods);
- (h) **“GST”** has the meaning given to that term in the GST Act;
- (i) **“GST Act”** means A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- (j) **“Insolvent”** means:
 - (i) in relation to a party, where that party is:
 - (A) insolvent as that term is defined in section 9 of the Corporations Act;
 - (B) the subject of an event described in sections 459C(2) (a) to (f) or section 585 of the Corporations Act (or the person makes a statement from which another party to these terms and conditions may reasonably deduce the person is so subject);
 - (C) an insolvent under administration or suffers the appointment of a controller, administrator, liquidator or provisional liquidator as those terms are defined in section 9 of the Corporations Act; or
 - (D) dissolved (other than to carry out an amalgamation or reconstruction while solvent);
 - (ii) is otherwise unable to pay its debts as and when they become due and payable;
 - (iii) being a natural person, commits or suffers an act of bankruptcy; or
 - (iv) takes or suffers a similar consequence in debt to those in paragraphs (a) to (c) under the law of any jurisdiction;
- (k) **“invoice”** means a tax invoice issued to you by us in respect of any Good and / or Services provided under these terms and conditions;

- (l) “**Order**” means an order by you to purchase Goods and / or Services from us in connection with a Quote (and as varied in writing from time to time by the parties);
- (m) “**PPSA**” means the Personal Properties Securities Act 2009 (Cth);
- (n) “**Quote**” means a quote provided by us to you in connection with the proposed provision of Goods and / or Services;
- (o) “**Security Interest**” means any third party interest or encumbrance of any nature whatsoever including:
 - (i) a mortgage, an attached or perfected security interest in accordance with the PPSA, pledge, lien, hypothecation or title retention arrangement;
 - (ii) a right of setoff or right to withhold payment of a deposit or other money;
 - (iii) a right of any person to purchase, occupy or use an asset (including under an option, agreement to purchase, licence, lease, or hire purchase);
 - (iv) an easement, restrictive covenant, caveat or similar restriction over property (except an easement or covenant whose burden is noted on the certificate of title to the land concerned);
 - (v) a trust or other third party interest; and
 - (vi) an agreement to create any of the above or to allow any of them to exist;
- (p) “**Services**” means any services to be provided by us to you in connection with an Order and / or with these terms and conditions;
- (q) “**Standard Goods**” means any Goods which are not Custom Goods;
- (r) “**State**” means the state of Western Australia in the Commonwealth of Australia; and
- (s) “**Work Sheet**” means a document provided by us acknowledging that all Goods and / or Services pursuant to an Order have been provided.

ACCEPTANCE OF TERMS:

You acknowledge that you have:

- fully read, understood and agreed to these terms and conditions and the relevant Quote;
- thoroughly checked the dimensions, information and specifications provided to us; and
- advised of any difficulties that may be involved in the delivery process.

Customer name: _____

Customer signature: _____

Date: _____