

## 1. Definition

The expression “the Company” when referred to in these Terms and Conditions, refers to Pixel Technologies Pty Ltd.

## 2. General

These Terms and Conditions of Sale apply to the sale of the goods and services manufactured or supplied by the Company. Any order received by the Company is deemed to be an order incorporating these Terms and Conditions and no variation or cancellation of any of these Terms and Conditions shall be binding on the Company unless assented to by the Company in writing.

## 3. Acceptance

Any quotation by the Company is not to be constructed as an offer or obligation to sell and the Company reserves the right, at its option, to accept or reject any orders received.

## 4. Prices

All prices charged/quoted shall be the Company's prices ruling at the date of despatch. Verbal quotations are subject to written confirmation, which will be given when requested. All goods are sold and all prices quoted FOB ex-works the Company unless otherwise specified. The Company reserves the right at any time, to make reasonable adjustments of prices in relation to fluctuation in the Companies cost of labour, material, goods or transport and also in relation to any charges in currency exchange rates or duty which affect the Companies costs for imported goods.

## 5. Cancellation Or Variation

A contract may, at the Companies option, be terminated in the event of insolvency of the purchaser or the purchaser being placed in liquidation, whether voluntary or otherwise. A purchaser may only vary the order if such variation is accepted by the Company in writing and any variation or cancellation may only occur on terms which will provide for the Company to be indemnified by the purchaser against loss or damages. Cancellations will attract a cancellation fee and must be at least 30 days prior to current due delivery date. No cancellation will be accepted on indented products. Re-schedules must be at least 45 days prior to the current due delivery date and any item may be deferred only once, up to a maximum of 90 days from original requested date.

## 6. Delivery

Deliveries shall not be in the essence of the contract, and the Company estimates delivery dates in good faith. Under no circumstances shall the Company be liable for any damages or failure to deliver or delay in delivery how so ever consequential. For any deliveries within the metropolitan area of mainland state capital cities, use a freight service of its own choice and add a standard freight charge to the invoice. For deliveries outside these areas, the goods will be despatched freight on, or charged to the customer on our invoice.

## 7. Terms Of Payment

Net cash 30 days unless otherwise expressly agreed to in writing. The Company reserves the right to deliver and invoice any item or items comprising the whole or any part of the order. Failure of the Company to deliver any part of an order shall not entitle the purchaser to repudiate the contract.

- 7.1 No goods will be despatched if your payment exceeds our credit terms.
- 7.2 A credit limit will be provided to each customer and we will not exceed it.

## 8. Claims

The following conditions relating to the return of goods for credit apply to all goods returned for this purpose.

- 8.1 Goods returned must be accompanied by a Delivery Docket stating original invoice number, date of purchase and reason for return.
- 8.2 Non-standard equipment cannot be credited under any circumstances.
- 8.3 Inward freight packing and delivery charges are the responsibility of the purchaser.
- 8.4 Goods will only be accepted for credit to the extent of that wrongly or over supplied otherwise a 20% re-stocking fee will apply.
- 8.5 All returns must be in good order and condition, unused and in original packaging. No claims by the purchaser need be recognised unless made in writing fourteen days after delivery of the goods to the purchaser. No claim for damage or resultant expense direct or indirect in respect of any goods shall in any case exceed the invoice price of the goods in respect of any damages or expense shall arise. All damage or expense over and above such an invoice shall be the responsibility of the purchaser.

## 9. Risk

Risk in the goods purchased shall, unless otherwise agreed in writing, pass to the purchaser from the time at which they leave the Company's store.

## 10. Conditions & Warranties

All conditions or warranties expressed or implied by statute, the common law equity trade custom or usage or otherwise how so ever are hereby expressly excluded to the maximum extent permitted by law. Where so permitted the liability of the Company for a breach of a condition or warranty that cannot be excluded is limited (at the Company's option) to the replacement or repair of the goods or the supply of equivalent goods or the cost of replacing or repairing the goods or of acquiring equivalent goods. The Company shall not be liable in any way whatsoever for indirect or consequential loss or damage whatsoever (whether based on tort or contract or otherwise).

## 11. Title To The Goods

- 11.1 The Company shall retain title to all goods supplied by it to the purchaser ("GOODS") until it has received payment in full of all sums due in connection with the supply of all goods by the Company to the purchaser at any time. In the case of payment by cheque, bill of exchange or note, title shall not pass to purchaser until the same is honoured.
- 11.2 In the event that any of the goods are incorporated into or attached to, or mixed with, other goods by the purchaser, so that they are no longer identifiable separable, then title to the composite goods shall vest in and be retained by the Company in accordance with paragraph 11.1.
- 11.3 The purchaser shall store any goods and any composite goods owned by the Company ("Company's Goods") in such a way that they are clearly identifiable as the Company's property, and shall maintain and allow the Company to inspect records of the Company's goods, identifying them as the Company's property, and of the persons to whom it sells or otherwise supplies the Company's Goods or any of them and of payments made by such persons for the Company's goods.
- 11.4 If payment for any goods is overdue, the Company is entitled without prejudice to any of its other rights and remedies to repossess the Company's goods and to enter into any premises upon which the Company's goods are stored without notification for this purpose.
- 11.5 Until such time as the Company receives payment in full for any goods, if the purchaser sells or receives any payment from a customer or insurer in respect of the Company's goods, the proceeds of any such sale or disposition, and any insurance proceeds (or claim thereof) shall be held by the purchaser in trust for the Company and paid into a separate bank account which shall not be overdrawn or otherwise dealt with without the Company's prior written consent.
- 11.6 Nothing in paragraphs numbered 11.1 to 11.5 inclusive shall affect the Company's rights as an unpaid Company.

## 12. Patents

To the best of the Company's knowledge goods sold to the purchaser will not infringe any patent, trade mark, registered design or copyright of any third party, but the Company shall in no circumstances be liable to the purchaser in respect of any such infringement constituted by the sale or use of the goods.

## 13. Performance and Representation

Any figures or estimates given for performance of goods are based upon the Company's experience and are such as the Company would expect to obtain on test. But the Company will only accept liability for the failure to obtain the figures or estimates are guaranteed in writing within specified margins. The purchaser acknowledges that neither the Company nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in the contract whether as to the fitness of the goods for any particular purpose or any other matter.

## 14. Legal Construction

Except as may be otherwise agreed by the Company, the contract shall be governed by the laws of the State of Victoria.

## 15. Privacy Act

The Company hereby advised that, pursuant to s.18E (8) of the Privacy Act 1998 ( Australia) (the "Privacy Act"), information disclosed in this credit application may be disclosed to a credit reporting agency. Under section 18E (8) (c) of the Privacy Act, the Company is allowed to give a credit reporting agency personal information about your credit application. Information which may be given to an agency is covered by Section 18E (3); the fact that you have applied for credit and the amount, the fact that the Company is a credit provider to you, payments that become overdue by more than sixty (60) days and for which collection action has commenced; advice that payments are no longer overdue; cheques drawn by you which have been dishonoured more than once; in specific circumstances, that in the opinion of the Company, you have committed a serious credit infringement; that credit provided to you by the Company has been paid or otherwise discharged. Pursuant to ss 18K (1) 18N (1) of the Privacy Act and paragraph 2.12 of the Credit Reporting Code of Conduct issued under s18A of that Act, you hereby agree to the Company obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to credit worthiness); and agree to that agency or credit provider providing that information to the Company for that purpose. You further agree to the obtaining from, and provision by, such agency or provider, further credit reports for the purpose of the Company to assess this application.