

INTEGRA SYSTEMS PTY LTD TERMS & CONDITIONS OF SALE

Effective as at 20 March 2025

Unless otherwise agreed to in writing, all goods ("Goods") sold or offered for sale by Integra Systems Pty Ltd ("Supplier") are done so subject to the following conditions ("Terms and Conditions"):

1. Quotations

Quotations given are valid for deliveries within 30 days from date of quotation. Orders placed within this period for delivery after the 30 days are subject to price rise and fall adjustments.

2. Prices

- 2.1 All prices are quoted excluding GST, and any GST applicable will be charged to the Buyer on a Tax Invoice (as defined in the GST Act.)
- 2.2 Volume based pricing is based on production and delivery *batch* quantities only, *not order* quantities.
- 2.3 Blanket orders are subject to price variations.

3. Purchase Orders

- 3.1 The Supplier may accept or reject an order for Goods made by a Buyer at its discretion.
- 3.2 An agreement for the Supplier's supply of Goods to the Customer is formed between the Supplier and the Buyer when the Supplier receives and accepts an official purchase order from the Buyer.
- 3.3 Production will not commence for the Goods until the Supplier provides the Buyer with an approved purchase order.
- 3.4 Should the Buyer cancel any order 5 business days from the Supplier's receipt of an official purchase order, the Buyer will be charged 50% of the total order value and must pay this amount to the Supplier immediately. The Buyer acknowledges and agrees that this amount represents the Supplier's genuine pre-estimate of loss where the Buyer cancels an order after the Supplier has received the order.

4. Limitation of Liability

- 4.1 The Supplier will not be liable for any loss or damage incurred by the Buyer or End User for Goods damaged as a result of negligence, alteration, accident, use of the Goods in a way which is not in compliance with the relevant standards or use of the Goods in any way for which the Goods were not designed or approved by the Supplier or as a result of improper fitting, repair or replacement.
- 4.2 Issues relating to the Goods supplied must be raised within 10 business days of date of delivery of the Goods, otherwise the Goods are deemed to be accepted by the Buyer.
- 4.3 The liability of the Supplier in respect of faulty materials or workmanship shall, at the option of the Supplier and subject to clauses 6.1 and 6.2, be limited to one of the following:
 - (a) the replacement of the Goods;
 - (b) the supply of equivalent Goods;
 - (c) the repair of the Goods; or
 - (d) the payment of the cost of having the Goods repaired.
- 4.4 The Supplier will not be liable for any special indirect or consequential damage arising out of the supply of the Goods including any loss of goodwill and reputation, loss of production, loss of business or loss of revenue, profit, or anticipated revenue or profit.

5. Invoicing, Credit Terms and Payments

- 5.1 Payment and deposit terms will be specified in the quotation supplied to the Buyer.
- 5.2 Credit will only be granted once credit approval process is complete and will at all times be subject to the Supplier's credit terms ("Credit Terms").
- 5.3 If the Supplier has not granted credit to the Buyer in accordance with its Credit Terms, full payment for Goods is required upon placement of the purchase order by the Buyer to the Supplier.
- 5.4 In relation to Integra Systems supply of goods and services, unless otherwise agreed to in the quotation or in writing, for all new customers, payment is required upon placement of order, subsequent orders require payment STRICTLY 30 days from the date of the invoice. All payments received by the Supplier must, in all cases, be allocated to the oldest account due for payment. Instalments or part delivery of Goods shall be paid for separately and payment shall be made on or before the due date as stated above. The Supplier reserves the right to suspend credit should accounts not be settled when due or for any breach of the Credit Terms.
- 5.5 In relation to Integra TransForm supply of goods, unless otherwise agreed to in the quotation or in writing, all invoices are payable upon placement of order.
- 5.6 The Supplier reserves the right to charge interest at the rate prescribed in the Penalty Interest Rates Act 1983 on late payments and impose a stop credit.

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6. Return of Goods

- 6.1 Any defects in Goods supplied must be raised within 10 business days of date of delivery of the Goods .
- 6.2 Subject to clause 6.1, the Supplier will replace or repair any defective Goods without charge. This applies so long as the damage does not arise from:
- (a) improper adjustment, calibration or operation by the Buyer;
 - (b) the use of accessories with the Goods including consumables, hardware, or software which were not manufactured by or approved in writing by the Supplier;
 - (c) any contamination or leakages caused or induced by the Buyer;
 - (d) any modifications of the Goods which were not authorised in writing by the Supplier;
 - (e) any misuse of the Goods by the Buyer or anyone for whom the Buyer has legal responsibility (including a minor);
 - (f) any use or operation of the Goods outside of the physical, electrical or environmental specifications of the Goods;
 - (g) inadequate or incorrect site preparation; and
 - (h) inadequate or improper maintenance of the Goods.
 - (i) All transportation charges incurred in returning defective Goods, or any of their component parts, for repair, together with the cost of returning them to the Supplier must be paid by the Buyer.
- 6.3 Except in respect of defective Goods the subject of clause 6.2, Goods will not be accepted for return without prior written consent from the Supplier.
- 6.4 Goods manufactured to Buyer's requirements and/or specification cannot be returned for credit unless clause 6.1 applies.
- 6.5 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. Within 12 months of date of delivery, Buyers are entitled to a replacement or refund for a major failure. Buyers 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.

7. Customer Service

It is the responsibility of the Buyer to communicate issues relating to Goods supplied or service feedback to the Supplier.

8. Intellectual Property Rights

- 8.1 The parties acknowledge and agree that nothing in these Terms and Conditions affects any party's existing rights in any Background IP.
- 8.2 Subject to:
- (a) each party's compliance with these Terms and Conditions, including the Buyer's payment of the price in accordance with these Terms and Conditions; and
 - (b) any restrictions specified in an agreement made under these Terms and Conditions,
- each party grants to the other a non-exclusive, royalty-free revocable licence to use that party's Background IP solely in connection with the agreement made pursuant to these Terms and Conditions and solely for the purpose for which it was provided and in accordance with the terms of the agreement.
- 8.3 Unless otherwise agreed in writing between the Supplier and the Buyer in relation to an agreement made pursuant to these Terms and Conditions and subject to clause 8.1 of these Terms and Conditions, the Supplier owns all the Intellectual Property Rights in respect of the Goods including all Improvements and Incidental Works created by the Supplier in the manufacture of the Goods produced pursuant to an agreement ("Agreement IP").
- 8.4 On receipt of the Buyer's payment of the price in respect of the Goods, the Supplier grants to the Buyer non-exclusive, royalty-free, perpetual licence to use the Agreement IP for the purpose for which the Agreement IP and the Goods are supplied under the relevant agreement.
- 8.5 In all cases where the design of Goods is provided by the Buyer:
- (a) the Buyer warrants in favour of the Supplier that the design will not infringe the Intellectual Property Rights of any third party;
 - (b) the Supplier does not accept any responsibility for the infringement of any third party Intellectual Property Rights arising out of or in relation to the Goods; and
 - (c) the Buyer agrees to indemnify and will keep indemnified the Supplier absolutely in respect of all or any liability which the Supplier may incur in respect of any claim that the Goods infringes the Intellectual Property Rights of a third party where the Supplier or third party owns the Intellectual Property.

9. Location of Contract (Legal Domicile)

Any agreement concluded with the Supplier pursuant to these terms and conditions will be deemed to have been executed and entered into in the State of Victoria, Australia and the same shall be construed enforced and performed in accordance with the laws thereof. Any proceedings shall be brought and heard in the courts of the State of Victoria.

10. Title and Risk

The Supplier supplies Goods on condition that:

- 10.1 Risk related to Goods in transit will be borne by the party arranging deliver or pickup.

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- 10.2 Property ownership of, and title in, the Goods does not pass to the Buyer until they have been paid in full, and the Supplier has been paid for all other moneys then owing to the Supplier by the Buyer.
- 10.3 Notwithstanding clause 10.1, the risk relating to the Goods is passed to the Buyer as soon as they have been delivered to or into the custody of the Buyer or the Buyer's agent.
- 10.4 Until property in the Goods passes to the Buyer under paragraph 10.3, the Goods are merely entrusted to the Buyer as fiduciary, and the Supplier remains the legal and beneficial owner of the Goods with full power to re-sell and regain possession of them if the Buyer defaults in payment of the purchase price.
- 10.5 The Supplier consents to the Buyer selling or otherwise disposing of the Goods in the ordinary course of the Buyer's ordinary business.
- 10.6 If the Buyer defaults in payment of the purchase price or if the Buyer becomes insolvent, the Supplier and/ or its authorized agents may at any time without notice to the Buyer enter onto the Buyer's premises and any other premises at which the Goods are situated for the purpose of recovering possession of the Goods and may deal with the Goods as it sees fit. The Buyer agrees to indemnify and keep indemnified the Seller against all costs, losses and expenses (including without limitation legal costs) incurred by the Seller as a result of or in connection with any default or breach of these Terms and Conditions of Sale by the Buyer.
- 10.7 If the Buyer receives any proceeds from the sale of the Goods from any other party, the Buyer receives those proceeds on trust for the Supplier to be applied in payment of the purchase price for the Goods and shall remit such sum forthwith to the Supplier. All such payments received by the Supplier shall be allocated to the oldest account due for payment.
- 10.8 Until the Buyer pays for the Goods in full, the Buyer must not do any of the following in relation to any of the Goods except where they are sold as permitted by these Terms and Conditions:
 - (a) create or allow any security interest in, or dispose or part with possession of, the Goods;
 - (b) allow the Goods to be taken outside Australia; or
 - (c) allow the Goods to become an accession to or commingled with any other property.
- 10.9 The Buyer must notify the Supplier if anything in clause 10.8 occurs immediately upon becoming aware of it.
- 10.10 The Buyer will be deemed to have accepted this clause 10 by placing an order for any Goods, taking or accepting delivery of any Goods, or using any Goods whether or not the Buyer acknowledges or signs these Terms and Conditions.

11. Personal Property Securities Act

- 11.1 In these Terms and Conditions, words and phrases that have defined meanings in the PPSA unless the context indicates otherwise.
- 11.2 If any Goods become an accession to or other property or become part of a product or mass, then:
 - (a) the Seller's security interest continues in the other property, product or mass; and
 - (b) references to the Goods in clause 10 and this clause include the other property, product or mass.
- 11.3 The Buyer consents to the Supplier perfecting any security interest that it considers these Terms and Conditions provide for by registration under the PPSA. The Buyer agrees to do anything the Supplier reasonably asks to ensure that the security interest is enforceable, perfected and otherwise effective and has priority over all other security interests.
- 11.4 To the extent the law permits, the Buyer waives its right to receive any notice (including notice of a verification statement) that is required by the PPSA. However, this does not prevent the Supplier from giving a notice under the PPSA.
- 11.5 The Buyer agrees not to exercise its rights to make any request of the Supplier under section 275 of the PPSA. However, this does not limit the Buyer's rights to request information other than under section 275 of the PPSA.
- 11.6 To the extent the law permits, the Supplier need not comply with, and the Buyer may not exercise rights under, any provisions of chapter 4 of the PPSA that may be contracted out of.
- 11.7 If the Supplier exercises a right, power or remedy in connection with these Terms and Conditions or a security interest that it provides for, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Supplier states otherwise at the time of exercise. However, this clause does not apply to a right, power or remedy which can only be exercised under the PPSA.
- 11.8 Neither the Buyer nor the Supplier will disclose any information of the kind mentioned in section 275(1) of the PPSA under section 275(4) of the PPSA unless section 275(7) of the PPSA applies.
- 11.9 The Buyer must notify the Supplier at least 14 days before it does any of the following:
 - (a) changes its name;
 - (b) changes its place of registration or incorporation; or
 - (c) changes or applies for an ACN, ABN, ARBN or ARSN under which an interest in any of the Goods is or will be held.

12. Conflict with Buyers Terms

The Buyer acknowledges and agrees that all order for Goods made with the Supplier are made on and subject to these Terms and Conditions. These Terms and Conditions cannot be varied or replaced by any other conditions, including the Buyer's terms and conditions of purchase (if any).

13. Non-Waiver

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A waiver by the Supplier with respect to any breach or default by the Buyer shall not constitute a continuing waiver of any other breach or default or of any other right or remedy. A failure or delay by the Supplier in exercising a right or remedy does not operate as a waiver of that right or remedy.

14. Variation

A variation of these Terms and Conditions of Sale shall be ineffective unless it is in writing and signed by the parties.

15. Severability

If a Court determines that a condition or part of these conditions is unenforceable, illegal or void then it shall be severed and the remainder of these Terms and Conditions of Sale shall remain operative.

16. Definitions

In these Terms and Conditions of Sale the following terms shall have the following meanings:

- 16.1 "Agreement IP" has the meaning given to that term in clause 8.3.
- 16.2 "Background IP" means those Intellectual Property Rights owned by a party which are in existence prior to the commencement of an agreement for the supply of Goods under these Terms and Conditions;
- 16.3 "Buyer" means the buyer of the Goods and Services;
- 16.4 "End User" means a person or business which purchases or uses Goods supplied directly or indirectly by the Buyer;
- 16.5 "Goods and Services Tax" or "GST" has the same meaning as given in the GST Act;
- 16.6 "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth);
- 16.7 "Improvements" means any developments, changes, modifications or additions to the Goods or the design of the Goods which are created or developed by or for the Supplier or the Buyer during or as a result of the Supplier's manufacture of the Goods under an agreement;
- 16.8 "Incidental Work" means any product or work created by the Supplier or the Buyer during or as a result of providing services to the Buyer under an agreement which are created simply to assist the Supplier in the development or manufacture of the Goods;
- 16.9 "Intellectual Property Rights" means statutory and other proprietary rights in respect of trade marks, designs, patents, circuit layouts, copyright, confidential information, know how, manufacturing processes, circuit layouts and all other rights with respect to intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967
- 16.10 "PPSA" means the Personal Property Securities Act 2009 (Cth)
- 16.11 "Supplier" means Integra Systems Pty Ltd ABN 27 151 371 498;

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