

## Conditions of Trade

### 1. Definitions

In these terms and conditions:

"Unique Locking Solutions" means Unique Locking Solutions Pty Ltd (ABN 97601049334.)

"Supplier means Unique Locking Solutions"

"Agreement" means any agreement or contract entered into for the provision of goods and/or services by Unique Locking Solutions to the Customer;

"Customer" means a person, firm or corporation, jointly and severally if there is more than one obtaining goods and services;

"Goods" means any goods supplied by Unique Locking Solutions to the Customer;

"Intellectual Property" means all copyright, trademarks, designs, patents, specifications, confidential information, whether registrable or not;

"GST" means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended;

"Services" means the provision of services by Unique Locking Solutions to the Customer; and

"Terms" means these Terms and Conditions of Trade.

### 2. Basis of Contract

2.1 Unless otherwise agreed by Unique Locking Solutions in writing, the Terms apply exclusively to every contract for the sale of goods or services by Unique Locking Solutions to the Customer and cannot be varied or supplanted by any other terms and conditions, including the Customer's terms and conditions of purchase (if any).

2.2 Any written quotation provided by Unique Locking Solutions to the Customer concerning the proposed supply of goods or services is:

(a) valid for 30 days;

(b) an invitation to treat only;

(c) subject to the Customer offering to enter into an Agreement and accepting these Terms.

2.3 The Terms may include additional terms in Unique Locking Solutions' quotation, which may be inconsistent with the Terms if specifically stated to be.

2.4 An Agreement is accepted by Unique Locking Solutions when Unique Locking Solutions confirms its acceptance of an offer from the Customer in writing or electronic means or provides the Customer with the goods or services.

2.5 Unique Locking Solutions in its absolute discretion may refuse to accept any offer.

2.6 It is the Customer's responsibility to provide Unique Locking Solutions with its specific requirements in relation to the goods and services.

2.7 Unique Locking Solutions may vary or amend these Terms by notice in writing to the Customer at any time. Any variations or amendments will apply to orders made by the Customer after the date of notice.

### 3. Pricing

3.1 Prices quoted, whether in a price list, by written quotation or verbally, for the supply of goods and services, exclude GST and any other taxes or duties imposed on or in relation to the goods and services. In addition to payment of the price of goods and services, the Customer must pay any GST and any other taxes or duties imposed on the goods and services.

Quotations are valid for 30 days from the quotation date.

3.2 All prices are quoted ex works and do not include the costs of delivery, carriage, packaging and insurance of the goods from the Unique Locking Solutions' premises.

3.3 If the Customer requests any variation to the Agreement, Unique Locking Solutions may increase the price to account for the variation.

3.4 Where there is any change in the costs incurred by Unique Locking Solutions in relation to the goods or services, Unique Locking Solutions may vary its price for the goods or services in order to take account of any such change, by notifying the Customer.

### 4. Payment

4.1 Subject to clause 4.3, payment for the goods and services must be made upfront via electronic funds transfer or credit card.

4.2 Unique Locking Solutions reserves the right to require payment in full on delivery of the goods or commencement of the services.

4.3 Payment by cheque is not deemed made until the proceeds of the cheque have cleared.

4.4 Payment terms may be revoked or amended at the sole discretion of Unique Locking Solutions immediately upon giving written notice to the Customer.

### 5. Payment Default

5.1 If the Customer defaults in payment by the due date of any amount payable to Unique Locking Solutions, then all money which would become payable by the Customer to Unique Locking Solutions at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and Unique Locking Solutions may, without prejudice to any other remedy available to it:

(a) claim a general lien over all the Customer's goods in the possession of Unique Locking Solutions, and subject to giving 14 days written notice to the Customer, sell the property by private treaty or public auction, whichever Unique Locking Solutions in its sole discretion deems appropriate, and allocate the proceeds to the repayment of its sale costs and expenses and any sum which is due and payable by the Customer;

(b) charge the Customer interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 (Vic) plus 4 per cent for the period from the due date until the date of payment in full;

(c) charge the Customer for, and the Customer must indemnify Unique Locking Solutions from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Conditions or to recover any goods;

(d) cease or suspend for such period as Unique Locking Solutions thinks fit, supply of any further goods or services to the Customer;

(e) by notice in writing to the Customer, terminate any Agreement with the Customer so far as unperformed by Unique Locking Solutions;

without effect on the accrued rights of Unique Locking Solutions under any Agreement.

5.2 Clauses 5.1(c) and (d) may also be relied upon, at the option of Unique Locking Solutions:

(a) where the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or

(b) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

### 6. Passing of Property

6.1 Until full payment in cleared funds is received by Unique Locking Solutions for all goods and services supplied by it to the Customer, as well as all other amounts owing to Unique Locking Solutions by the Customer:

(a) title and property in all goods remain vested in Unique Locking Solutions and do not pass to the Customer;

(b) the Customer must hold the goods as fiduciary bailee and agent for Unique Locking Solutions;

(c) the Customer must keep the goods separate from its goods and maintain the labeling and packaging of Unique Locking Solutions;

(d) the Customer is required to hold the proceeds of any sale of the goods on trust for Unique Locking Solutions in a separate account however failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee;

(e) Unique Locking Solutions may without notice, enter any premises where it suspects the goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of Unique Locking Solutions, and for this purpose the Customer irrevocably licenses Unique

Locking Solutions to enter such premises and also indemnifies Unique Locking Solutions from and against all costs, claims, demands or actions by any party arising from such action.

### 7. Performance of Agreement

7.1 Any period or date for delivery of goods or provision of services stated by Unique Locking Solutions is intended as an estimate only and is not a contractual commitment.

7.2 Unique Locking Solutions will use its reasonable endeavors to meet any estimated dates for delivery of the goods or completion of the services.

7.3 Unique Locking Solutions will use its reasonable endeavors to deliver the correct quantity ordered, however the Customer acknowledges that there may be difficulties in producing exact quantities, estimates or orders. The Customer cannot reject short or over delivery of less than 10% and must pay for or be refunded on a pro rata basis.

### 8. Acknowledgments

8.1 The Customer acknowledges that:

(a) it has not relied on any service involving skill and judgment, or on any advice, recommendation, information or assistance provided by Unique Locking Solutions in relation to the goods or services or their use or application;

(b) it has the sole responsibility of satisfying itself that the goods or services are suitable for the use of the Customer or any contemplated use by the Customer, whether or not such use is known by Unique Locking Solutions; and

(c) any description of the goods provided in a quotation or invoice is given by way of identification only and the use of such description does not constitute a contract of sale by description.

8.2 The Customer must not make any claim or demand for any matter referred to in clause 8.1.

### 9. Cancellation

9.1 If, through circumstances beyond the control of Unique Locking Solutions, Unique Locking Solutions is unable to effect delivery or provision of goods or services, then Unique Locking Solutions may cancel the Customer's order (even if it has already been accepted) by notice in writing to the Customer.

9.2 No purported cancellation or suspension of an order or any part thereof by the Customer is binding on Unique Locking Solutions after that order has been accepted.

9.3 If the Customer cancels the order after acceptance by Unique Locking Solutions, then Unique Locking Solutions will be entitled to damages for breach of contract.

### 10. Returns and Exchanges

10.1 Unique Locking Solutions will not be liable for any defects, shortages, damage or non-compliance with the specifications in the Agreement unless the Customer notifies Unique Locking Solutions in writing with full details within 10 business days of delivery of the goods or provision of the services.

10.2 If the Customer fails to give the notice as required in clause 10.1, it is deemed to have accepted the goods or services.

10.3 If any defects, shortages, claim for damage or non-compliance with the Agreement specifications are accepted by Unique Locking Solutions, Unique Locking Solutions may, at its option, replace the defective or missing goods or re-provide services, or refund the price of the defective or missing goods or services.

10.4 Unique Locking Solutions will not under any circumstances accept goods for return:

(a) that have been altered in any way;

(b) that have been used; or

(c) that are not in their original condition and packaging.

10.5 The Customer must obtain Unique Locking Solutions' prior written approval for the return of goods and pay all freight charges associated with the return of goods unless Unique Locking Solutions accepts the reasons stated for the return is due to its fault.

### 11. Intellectual Property

11.1 The Customer acknowledges that it has no proprietary right or interest in any Intellectual Property created or owned by Unique Locking Solutions in the design, creation or manufacture of the goods or provision of the services. The Customer must not at any time create, sell, manufacture or process any goods using or taking advantage of Unique Locking Solutions' Intellectual Property without the prior written consent.

11.2 The Customer warrants that, where it provides Intellectual Property for use by Unique Locking Solutions, it is legally entitled to do so.

11.3 Any Intellectual Property provided to the Customer by Unique Locking Solutions in connection with the goods or services remains the exclusive property of Unique Locking Solutions and must be returned to Unique Locking Solutions on demand and must not be copied or communicated to any third party without the express written consent of Unique Locking Solutions.

11.4 Unique Locking Solutions reserves the right to discontinue delivery of any goods, the manufacture, sale or use of which, in the reasonable opinion of Unique Locking Solutions, would infringe any Intellectual Property for which Unique Locking Solutions is not licensed.

11.5 The Customer shall be solely responsible for and shall hold Unique Locking Solutions fully indemnified against any loss or damage arising from or in connection with the provision of the goods or services, including without limitation, any action for infringement of Intellectual Property rights brought by any third party against Unique Locking Solutions or the Customer in relation to the goods or any Intellectual Property provided by the Customer to Unique Locking Solutions.

### 12. Grant of License

12.1 Subject to this Agreement, Unique Locking Solutions hereby grants to the Customer a limited, non-exclusive, non-transferable license to use the Intellectual Property relating to the goods or services for the Customer to use the goods or benefit from the services.

12.2 The Customer must not in any way assign, transfer, modify or alter Unique Locking Solutions' Intellectual Property in an unauthorized manner or for an unauthorized purpose.

### 13. Risk and Insurance

13.1 The risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods will pass to the Customer immediately on the goods being dispatched or picked up from Unique Locking Solutions' premises.

13.2 Unique Locking Solutions has no obligation to insure any property of the Customer in Unique Locking Solutions' possession.

### 14. Liability

14.1 Except as specifically set out herein, or contained in any warranty statement provided with the goods or services, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.

14.2 Replacement of the goods or resupply of the services is the absolute limit of Unique Locking Solutions' liability howsoever arising under or in connection with the sale, use of, storage or any other dealings with the goods or services by the Customer or any third party.

14.3 Unique Locking Solutions is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.

14.4 Unique Locking Solutions will not be liable for any loss or damage suffered by the Customer where Unique Locking Solutions has failed to deliver goods or services or fails to meet any delivery date or cancels or suspends the supply of goods or services, or suspends or cancels the Copyright License.

14.5 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

### 15. Warranty

15.1 The supplier warrants that the Goods are free from defects caused by faulty manufacture or faulty materials. This warranty is for 12 months from delivery of Goods, or such a period provided in the manufacturer's warranty documentation accompanying the Goods, whichever is the lesser.

15.2 If the purchaser makes a valid warranty claim, the Supplier will, at its option, either repair the Goods, supply replacement Goods or reimburse the Purchaser for the Price. The Supplier shall not be liable for defects arising from fair wear and tear or misuse of the Goods.

15.3 The Purchaser is liable for the transport or other costs of sending the warranty claim Goods to the Supplier, and for collection or replacement Goods.

### 16. Claims and Credits

16.1 Any requests for credit, or claim by Purchaser (including any claim that the Goods ordered) shall be made in writing within 14 days of delivery, and must be accompanied by proof of purchase, otherwise Purchaser will be deemed to have accepted the Goods.

16.2 Small deviations or variations in the Goods shall not give the rise to any claims.

16.3 If the Supplier accepts a request for credit, the Goods must be returned in "as new" condition, and are subject to a restocking fee of at least 10% of the Price.

### 17. Delay – Force Majeure

Supplier shall not be liable for any loss sustained by Purchaser through delay in delivering the Goods caused by circumstances outside the of the reasonable control of the Supplier ("force majeure")

### 18. Miscellaneous

18.1 The law of Victoria from time to time governs the Terms and the parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.

18.2 Failure by Unique Locking Solutions to enforce any of these Terms shall not be construed as a waiver of any of Unique Locking Solutions' rights.

18.3 If any part of the Terms is unenforceable, it shall be read down so as to be enforceable or, if it cannot be so read down, the part shall be severed from these Terms without affecting the enforceability of the remaining part or Terms.

18.4 A notice must be in writing and handed personally or sent by facsimile or prepaid mail to the last known address of the addressee. Notices sent by prepaid post are deemed to be received upon posting. Notices sent by facsimile are deemed received on the facsimile machine confirming transmission.

18.5 Any dispute arising between Unique Locking Solutions and Customer in relation to any Agreement shall be submitted to arbitration in accordance with and subject to The Institute of Arbitrators & Mediators Australia Rules for Conduct of Commercial Arbitrations.

### 19. Privacy

19.1 Unique Locking Solutions is bound by the Privacy Act 1988 and takes steps to ensure that all personal information obtained in connection with the Customer will be appropriately collected, stored, used, disclosed and transferred in accordance with the National Privacy Principles. Such information may be accessed by request to the Supplier in accordance with the Privacy Act.

19.2 Unique Locking Solutions requires that the Customer comply with the National Privacy Principles in connection with any personal information supplied to it by the Supplier in connection with this Agreement.