



Established - 1990

Sigra Technology Australia Pty. Ltd.

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Trading Terms and Conditions For Sale of Goods

1. Interpretation

In these trading terms and conditions ("Terms") unless the contrary intention appears:

"Additional Charges" includes all delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Customer to Sigra arising out of the sale of the Goods.

"Customer" means the person to or for whom the Goods are to be supplied by Sigra.

"Delivery" means that point when the Goods are available for collection by the Customer (where the Customer makes its own arrangements for collection) or are delivered to the Customer (where Sigra is instructed to arrange delivery) unless otherwise agreed in writing with the Customer.

"Goods" means the goods sold to the Customer by Sigra and includes any services provided to the Customer.

"Intellectual Property Right" means any patent, registered design, trademark, copy-right, trade secret or any other proprietary right of a third party or parties, registered or unregistered, in any country.

"Sigra" means Sigra Technology Australia Pty Limited ABN 99 050 056 552 of 32 Jack Williams Drive, Penrith, NSW 2750 and any of its subsidiaries.

"Purchase Price" means the list price for the Goods as charged by Sigra at the date of delivery or such other price as may be agreed by Sigra and the Customer prior to delivery of the Goods.

2. Order for Goods

2.1 An order given to Sigra is binding on Sigra and the Customer, if:

2.1.1 a written acceptance is signed for or on behalf of Sigra; or

2.1.2 the Goods are supplied by Sigra in accordance with these Terms.

2.2 An acceptance of the order by Sigra is then to be an acceptance of these Terms by Sigra and the Customer, and these Terms will override any conditions contained in the Customer's order. Sigra reserves the right to accept a part only of

any order by notifying the Customer in writing or by delivering the Goods to the Customer. No order is binding on Sigra until accepted by it.

2.3 An order which has been accepted in whole or in part by Sigra cannot be cancelled by the Customer without obtaining the prior written approval of Sigra, which it may refuse in its absolute discretion.

2.4 Any description of Goods contained in this contract is given by way of identification only and the use of such description does not constitute this contract a sale by description.

2.5 The acceptance by Sigra of any order to a specification does not constitute a warranty that the specification is appropriate for the Customer's particular purposes unless such warranty is set out in writing by Sigra.

3. Limitation of Liability

3.1 To the extent permissible at law, Sigra liability is limited to, and at Sigra's option;

3.1.1 in relation to the Goods:

i. the replacement of the products or the supply of equivalent products

ii. the repair of the products

iii. the payment of the cost of replacing the products or of acquiring equivalent products; or

iv. the payment of the cost of having the products repaired; and

3.1.2 Where the Goods are services:

i. the resupply of the services

ii. reimbursing the Customer for paying someone else to supply the services.

3.2 Any claims to be made against Sigra for short delivery of Goods must be lodged with Sigra in writing within 7 days of the Delivery date and for non delivery of Goods within 14 days of the relevant invoice date.

3.3 Sigra accepts no liability in relation to any end product into which the Goods are incorporated and, to the extent permissible at law makes no warranty in relation to such end product.

- 3.4 To the maximum extent permitted at law, all warranties whether implied or otherwise, not set out in these Terms or in a separate warranty document provided by Sigra, are excluded, and Sigra is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate Customer for:
- 3.4.1 any increased costs or expenses;
 - 3.4.2 any loss of profit, revenue, business, contracts or anticipated savings;
 - 3.4.3 any loss or expense resulting from a claim by a third party; or
 - 3.4.4 any special, indirect or consequential loss or damage of any nature whatsoever.
4. **Delivery**
- 4.1 Risk in accepting the Goods passes on Delivery.
- 4.2 All Additional Charges are payable by the Customer in addition to the Purchase Price of the Goods.
- 4.3 Return of stock catalogue Goods will not be accepted by Sigra except by prior agreement in writing with Sigra and then only subject to Sigra's inspection and confirmation that the Goods are in original condition and further subject to Customer meeting the cost of returning the Goods. Any Goods returned may be subject to a restocking charge. Subject to the law, Goods made to order are not returnable.
5. **Price and Payment**
- 5.1 The Customer must pay the Purchase Price and the Additional Charges to Sigra.
- 5.2 Prices are quoted ex factory unless otherwise agreed in writing with Sigra. Catalogues or price lists are subject to change without notice.
- 5.3 If the Customer is in default, Sigra may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.
- 5.4 All payments are due within 30 days of the end of the month of invoice. Interest is charged at the rate of 1.5% per month or part of a month from the expiry of that period until the date payment is received by Sigra.
- 5.5 All amounts payable by the Customer under these Terms must be paid without set-off or counter claim of any kind.
- 5.6 Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in Delivery or dispatch of the Goods.
6. **Retention of Title**
- 6.1 Ownership, title and property of the Goods remains with Sigra until payment in full for the Goods and all sums due and owing by the Customer to Sigra on any account has been made. Until the date of payment:
- 6.1.1 the Customer has the right to sell the Goods in the ordinary course of business;
 - 6.1.2 until the Goods have been sold by the Customer in the ordinary course of the Customer's business, the Customer holds the Goods as bailee for Sigra;
 - 6.1.3 the Goods are always at the risk of the Customer.
- 6.2 The Customer is deemed to be in default immediately upon the happening of any of the following events:
- 6.2.1 if any payment to Sigra is not made promptly before the due date for payment;
 - 6.2.2 if the Customer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Customer payable to Sigra is dishonoured;
- 6.3 In the event of a default by the Customer, then without prejudice to any other rights which Sigra may have at law or under this contract:
- 6.3.1 Sigra or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods.
 - 6.3.2 Sigra may recover and resell the Goods;
 - 6.3.3 if the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, Sigra may in its absolute discretion seize all goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of Sigra and the Customer may be ascertained. Sigra must promptly return to the Customer any goods the property of the Customer and Sigra is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods.
 - 6.3.4 In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for Sigra. Such part will be an amount equal in dollar terms to the amount owing by the Customer to the Sigra at the time of the receipt of such proceeds. The Customer will pay Sigra such funds held in trust upon the demand of Sigra.
7. **Personal Properties Securities Act ("PPSA")**
- 7.1 Defined terms in this clause have the same meaning as given to them in the PPSA.

- 7.2 Sigra and Customer acknowledge that these Terms constitute a Security Agreement and give rise to a Purchase Money Security Interest ("PMSI") in favour of Sigra over the Goods supplied or to be supplied to the Customer as Grantor pursuant to the Terms.
- 7.3 The Goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other Goods" acquired by the Customer pursuant to these Terms and Conditions.
- 7.4 Sigra and the Customer acknowledge that Sigra, as Secured Party, is entitled to register its interest in the Goods supplied or to be supplied to the Customer as Grantor under the Terms on the PPSA Register as Collateral.
- 7.5 To the extent permissible at law, the Customer:
 - 7.5.1 waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer, as Grantor, to Sigra.
 - 7.5.2 agrees to indemnify Sigra on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the:
 - 7.5.2.1 registration or amendment or discharge of any Financing Statement registered by or on behalf of Sigra; and
 - 7.5.2.2 enforcement or attempted enforcement of any Security Interest granted to Sigra by the Customer.
 - 7.5.3 agrees that nothing in sections 130 and 143 of the PPSA will apply to the Terms or the Security under the Terms;
 - 7.5.4 agrees to waive its right to do any of the following under the PPSA:
 - i. receive notice of removal of an Accession under section 95;
 - ii. receive notice of an intention to seize Collateral under section 123;
 - iii. object to the purchase of the Collateral by the Secured Party under section 129;
 - iv. receive notice of disposal of Collateral under section 130;
 - v. receive a Statement of Account if there is no disposal under section 132(4);
 - vi. a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.
 - vii. receive notice of retention of Collateral under section 135;

- viii. redeem the Collateral under section 142; and
- ix. reinstate the Security Agreement under section 143.

8. Indemnity

To the full extent permitted by law, Customer will indemnify Sigra and keep Sigra indemnified from and against any liability and any loss or damage Sigra may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms by Customer or its representatives.

9. General

- 9.1 These terms and conditions are to be construed in accordance with the laws from time to time in the State of New South Wales and the Commonwealth of Australia.
- 9.2 These standard trading conditions contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.
- 9.3 Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Agreement.
- 9.4 No waiver of any of these terms and conditions or failure to exercise a right or remedy by Sigra will be considered to imply or constitute a further waiver by Sigra of the same or any other term, condition, right or remedy.
- 9.5 The Goods are not for sale or resale in the USA or Canada.

Customer:

Signature of
authorised
person:

Position:

Date:

These are Sigra's current terms and conditions



David Gradden (Engineering Manager)
07/08/2014