



# Screen Technics

## TERMS & CONDITIONS

### TRADING TERMS AND CONDITIONS

Screen Technics Pty Limited A.C.N. 004 013 101 as trustee for The Trustee for the Screen Technics Trust trading as 'Screen Technics Pty Limited' ABN 55 188 453 975 and/or Redleaf Audiovisual Equipment Pty Ltd ABN 24 120 068 144

#### 1. APPLICATION OF TERMS

Subject to law:

- (a) each offer or request made by the Buyer to the Supplier for the sale or supply of any Goods shall be deemed to be made subject to these Terms; and
- (b) each sale or supply of Goods by the Supplier to the Buyer shall be deemed to be made in accordance with these Terms, despite any contrary provision in any offer or request made by the Buyer to the Supplier, or otherwise.

#### 2. DEFINITIONS AND INTERPRETATION

(1) In these Terms:

"Back Order" means any order placed by the Buyer for a Good that the Supplier does not have in stock at the time of that order;

"Buyer" means the person or entity identified in the Schedule;

"CC Act" means Competition and Consumer Act 2010 (Cth);

"CC Act Implied Term" means, in respect of any sale or supply of Goods by the Supplier to the Buyer, any term, condition, consumer guarantee or warranty, for the benefit of the Buyer, implied by or arising under the CC Act in relation to that sale or supply of those Goods, or otherwise implied by any similar written or unwritten law of any State or Territory of Australia;

"Claims" includes actions, suits, causes of action, arbitration, debts, dues, costs, claims, demands, interest, verdicts and judgments at law or in equity or arising under the provisions of statute;

"Due Date" means, in respect of a sale of Goods by the Supplier to the Buyer, the date shown for payment on any invoice to be rendered by the Supplier to the Buyer and if a date is not shown, the date prescribed by the Supplier as the due date for payment for the Goods the subject of that invoice;

"Goods" means the products and services provided by the Supplier, the subject of an order placed by the Buyer with the Supplier and accepted by the Supplier and "Good" means any one of them; "GST" means the tax imposed or sought to be imposed by the GST Acts; "GST Acts" means A New Tax System (Goods and Services Tax) Act 1999 and related imposition Acts of the Commonwealth;

"Indirect or Consequential Loss" includes lost revenues, lost profits, lost business, lost goodwill or anticipated savings, incidental, indirect, consequential, special, economic or punitive loss or damages whether arising from or in connection with any breach of contract, negligence or any other cause of action in connection with or relating to these Terms or any sale or supply of Goods by the Supplier to the Buyer;

"Interest Rate" means one point five per centum (1.5%) per calendar month;

"PPS Act" means Personal Property Securities Act 2009 (Cth);

"PPSR" means the Personal Property Securities Register;

"Price" means, in respect of Goods agreed to be sold or supplied by the Supplier to the Buyer, the price, excluding GST, payable by the Buyer to the Supplier for those Goods, in accordance with the Price List and these Terms;

"Price List" means the list of Goods and prices for those Goods, excluding GST, notified by the Supplier to the Buyer, as current from time to time;

"Privacy Act" means the Privacy Act 1988 (Cth);

"Supplier" means Screen Technics Pty Limited A.C.N. 004 013 101 as trustee for The Trustee for the Screen Technics Trust trading as 'Screen Technics Pty Limited' ABN 55 188 453 975 and/or Redleaf Audiovisual Equipment Pty Ltd A.C.N. 120 068 144;

"Terms" means these terms and conditions.

(2) Unless the context otherwise requires:

- (a) references to a party to these Terms includes the executors, administrators, successors and permitted assigns of that party;
- (b) references to any statute, ordinance or other law includes all regulations and other instruments thereunder and all consolidations, amendments, re-enactment's or replacements thereof;
- (c) words importing the singular include the plural and vice versa, words importing a gender include other genders and references to a person must be construed as references to an individual, firm, body corporate, association (whether incorporated or not), government and governmental, semi-governmental and local authority or agency;
- (d) where any word or phrase is given a defined meaning in these Terms, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;
- (e) headings included in these Terms are for convenience only and must be disregarded in the construction of these Terms.

#### 3. PRICES AND PAYMENT

(1) With each delivery of Goods sold or supplied by the Supplier to the Buyer, the Supplier will issue to the Buyer an invoice for:

(a) the Price of the Goods delivered, calculated in accordance with the Price List for those Goods current on the date of acceptance by the Supplier of an order from the Buyer in respect of those Goods; and

(b) all applicable charges in respect of delivery, freight, levies, goods and services taxes and any other taxes or charges applicable to the supply of those Goods.

(2) At the end of each month, the Supplier will issue to the Buyer a statement or statements showing all invoices issued under clause 3(1) during that month which remain unpaid.

(3) The Supplier may replace or vary any Price List from time to time without giving the Buyer prior notice.

(4) Quotations given by the Supplier to the Buyer are:

(a) valid for forty five (45) days from the date thereof unless previously withdrawn by the Supplier; and

(b) exclusive of GST.

(5) The Buyer may request the Supplier to sell or supply to the Buyer Goods which contain special requirements or specifications. The Prices for such special or custom made Goods will be determined by the Supplier, in its absolute discretion, and the Supplier will provide to the Buyer a written quotation for such special or custom made Goods. Such quotation will be valid for forty five (45) days from the date listed on the quotation.

(6) The Buyer must pay the Supplier for Goods supplied within thirty (30) days after the date of the Invoice issued for those Goods pursuant to these Terms or such other date or on such other terms as the Supplier may determine (including cash on delivery).

(7) The Buyer must not deduct any amounts from any payments owing to the Supplier (whether by way of set-off or otherwise) unless otherwise agreed in writing by the Supplier.

(8) The Supplier will issue a tax invoice for each taxable supply the Supplier makes to the Buyer, at the time the Goods are delivered by the Supplier to the Buyer or upon request by the Buyer. Without limiting any other provision of these Terms, or otherwise, the Buyer must pay to the Supplier, each amount referred to as GST on the tax invoice.

(9) If the Supplier is required to reimburse the Buyer for any expense or liability incurred, the amount of the reimbursement payment must be reduced by the amount of any input tax credit claimed in connection with that expense of liability.

(10) The Price must be paid in cleared funds by the Due Date.

(11) The Supplier reserves the right to require payment for Goods by the Buyer in whole or part before delivery or dispatch of the Goods and/or require satisfactory evidence of the financial ability of the Buyer to pay for the Goods.

#### 4. INTEREST ON OUTSTANDING AMOUNTS

If the Buyer fails to make a payment for Goods by the Due Date, interest, at the discretion of the Supplier, may accrue at the Interest Rate from the Due Date until the date on which such payment is made.

#### 5. LIMITATION OF LIABILITY

(1) The Supplier acknowledges that the CC Act and similar State and Territory legislation confer certain rights and remedies on the Buyer in relation to the sale or supply by the Supplier to the Buyer of Goods, pursuant to these Terms, or otherwise, which cannot be excluded, restricted or modified by agreement ("Non-Excludable Rights"). The Supplier does not exclude any Non-Excludable Rights but does exclude all other terms, conditions, guarantees and warranties implied by the written or unwritten law in relation to any sale or supply by the Supplier to the Buyer of Goods.

(2) Subject to applicable law, the Supplier makes no representation and gives no warranty in relation to any sale or supply of Goods by the Supplier to the Buyer.

(3) The Buyer acknowledges that the Buyer has not relied upon any representation or warranty made by or on behalf of the Supplier in relation to any sale or supply of Goods pursuant to these Terms, and will not rely upon any representation or warranty made by or on behalf of the Supplier in relation to any future sale or supply of Goods by the Supplier to the Buyer, which is not expressly agreed in writing by the Supplier prior to the sale or supply of those Goods, subject in all respects to the applicable law.

(4) To the extent permitted by law, in respect of each sale or supply of Goods by the Supplier to the Buyer:

(a) each CC Act Implied Term is expressly excluded; and

(b) the liability of the Supplier is limited to the lowest of the cost of replacing the Goods, supply of equivalent Goods, or having the Goods repaired.



# Screen Technics

## TERMS & CONDITIONS

### TRADING TERMS AND CONDITIONS

Screen Technics Pty Limited A.C.N. 004 013 101 as trustee for The Trustee for the Screen Technics Trust trading as 'Screen Technics Pty Limited' ABN 55 188 453 975 and/or Redleaf Audiovisual Equipment Pty Ltd ABN 24 120 068 144

#### 6. PROVISION OF MATERIAL BY THE SUPPLIER

- (1) Any drawings or printed material provided by the Supplier to the Buyer with a quotation are approximate only.
- (2) Copyrights in respect of all such material provided by the Supplier to the Buyer remain with the Supplier.

#### 7. FREIGHT, INSURANCE AND DELIVERY

- (1) Subject to clauses 7(2) and 7(3), risk in Goods sold by the Supplier to the Buyer passes from the Supplier to the Buyer upon despatch from the warehouse of the Supplier. Unless otherwise agreed in writing between the Supplier and the Buyer, the Supplier has no obligation to arrange for insurance of Goods against the risks of carriage.
- (2) If the Supplier agrees to arrange freight and insurance, or both, in respect of any Goods sold or supplied by the Supplier to the Buyer, risk in the Goods sold by the Supplier to the Buyer passes from the Supplier to the Buyer upon those Goods arriving at the address nominated by the Buyer in the Schedule.
- (3) If the Buyer arranges freight and insurance, or both, in respect of any Goods sold or supplied by the Supplier to the Buyer, risk in those Goods passes from the Supplier to the Buyer upon despatch from the warehouse of the Supplier.
- (4) If the Goods are damaged in transit, the Buyer must notify the Supplier in writing without delay and a copy of the freight note relating to the Goods must be immediately forwarded to the Supplier.
- (5) The Supplier shall not be liable for any loss or damage due to any failure by the Supplier to deliver any Goods promptly, or at all.

- (6) Delivery dates or times indicated by the Supplier to the Buyer or otherwise are approximate only and do not constitute a guarantee of delivery or delivery by such date or time. Unless otherwise agreed in writing between the Supplier and the Buyer, time shall not be of the essence in respect of any supply of Goods by the Supplier to the Buyer.

- (7) The Supplier may, in the sole discretion of the Supplier, delay delivery of any Goods, including until the Supplier has received payment from the Buyer of all money due by the Buyer to the Supplier in respect of those Goods and any other Goods previously supplied by the Supplier to the Buyer.

#### 8. INSTALLATION

Unless otherwise agreed in writing between the Supplier and the Buyer:

- (1) all Goods shall be installed by and at the expense of the Buyer; and
- (2) any quotation provided by the Supplier and the Price do not include costs for the installation of Goods or material or products which may be required for installation of the Goods.

#### 9. CLAIMS, RETURNS OR CANCELLATION OF ORDERS

- (1) The Buyer may only cancel, or vary, any order for Goods with the Supplier's written consent and upon payment of any expenses incurred by the Supplier as a result of the cancellation by the Buyer as determined by the Supplier.
- (2) A return of Goods by the Buyer to the Supplier without prior authorisation by the Supplier will not constitute an acceptance by the Supplier of the cancellation of an order.
- (3) If the Supplier permits the Buyer to cancel an order for Goods, the Buyer must pay to the Supplier a fee equivalent to a minimum of twenty percent (20%) (or as otherwise determined by the Supplier acting reasonably) of the Price, in the sole discretion of the Supplier, for those Goods that would, apart from cancellation of the order, be payable by the Buyer to the Supplier.
- (4) The Buyer must pay for any cost of returning cancelled Goods, unless the Supplier agrees in writing to pay for the cost of returning those Goods. If the Supplier agrees to pay for the cost of returning those Goods, those Goods must be returned via the Supplier's nominated transport unless otherwise stated in writing by the Supplier.
- (5) If the Supplier accepts a return of Goods from the Buyer, any amount payable by the Supplier to the Buyer as a result of that return of Goods is not payable in cash by the Buyer to the Supplier, but may only be applied in reduction of the Price payable by the Buyer to the Supplier for future Goods sold by the Supplier to the Buyer.
- (6) The Buyer is not permitted in any circumstance to cancel or return the Goods or custom made goods unless the Supplier has provided prior written consent in accordance with this clause 9.

#### 10. RISK

Subject to clause 7, risk in all Goods sold or supplied by the Supplier to the Buyer passes to the Buyer upon the first to occur of:

- (a) delivery of those Goods by the Supplier to the Buyer; or
- (b) despatch by the Supplier of those Goods from the warehouse of the Supplier to the Buyer.

#### 11. WARRANTY BY THE SUPPLIER

- (1) Subject to applicable law:
  - (a) the Supplier warrants that, upon despatch of Goods to the Buyer, Goods are free from defects in material and workmanship;
  - (b) upon receipt of written notification by the Buyer within thirty six (36) months of delivery of Goods for Screen Technics range of products and 12 months for Redleaf Audiovisual Equipment range of products, the Supplier will exchange, modify or repair such part or parts of the Goods thereof which prove defective under normal use, excluding all expenses of deliveries, removal, de-installation and/or re-installation;
  - (c) the Supplier will not exchange, modify or repair any part or parts of Goods which require exchange, modification or repair as a result of improper installation, misuse, maladjustment, abnormal operating conditions or lack of reasonable or routine maintenance;
  - (d) the Buyer must pre-pay for all costs of returning to the Supplier any Goods for exchange, modification or repair; and
  - (e) the cost of return delivery to the Buyer of any exchanged, modified or repaired Good will be paid by the Supplier.

#### 12. PERSONAL PROPERTIES SECURITIES ACT 2009 (CTH)

- (1) Notwithstanding any other term, the Goods and any other products delivered by the Supplier to the Buyer shall remain the sole and absolute property of the Supplier as legal and equitable owner, until the date the first of the following occurs there are no longer any amounts owing to the Supplier for those Goods.
- (2) Until and unless the Buyer has paid the Supplier in full for the Goods, the Buyer must:
  - (a) store those Goods on its premises separately from any other goods that may be in the possession of the Buyer and in a manner which makes them readily identifiable as the Supplier's Goods;
  - (b) hold those Goods as the Seller's bailee;
  - (c) return those Goods to the Seller on demand; and
  - (d) immediately pay to the Supplier the proceeds of any sale of those Goods or hold any proceeds of the sale of those Goods on trust for the Supplier on separate account.
- (3) The Buyer agrees that the Buyer shall only sell Goods in respect of which the Buyer has not made full payment to the Seller on the conditions that any such sale is conducted at arm's length and is for the full market value of those Goods and the Seller has not demanded the return of those Goods.
- (4) The Buyer grants to the Supplier a Purchase Money Security Interest, in all Goods as security for all amounts owing and unpaid by the Buyer to the Seller in respect of those Goods.
- (5) The Supplier may apply to register a Financing Statement, or a Financing Change Statement on the PPSR, from time to time, in relation to a Purchase Money Security Interest, without notice to the Buyer.
- (6) Subject to applicable law, the Buyer must:
  - (a) immediately, if requested by the Supplier, do anything the Supplier reasonably requires including, signing any documents and providing any information (which information the Buyer warrants to be complete, accurate and up-to-date in all respects) to ensure perfection of its Security Interest or registration of a Financial Statement or Financing Change Statement on the PPSR;
  - (b) not register a Financing Change Statement or make a demand to alter the Financing Statement pursuant to section 178 of the PPS Act in respect of the Goods, without the prior written consent of the Supplier;
  - (c) give the Supplier not less than fourteen (14) days written notice of any proposed change in the Buyer's name and/or any other changes in the Buyer's details (including but not limited to, changes in their address, facsimile number, email address, trading name or business practices);
  - (d) indemnify the Supplier against any costs the Supplier incurs in perfecting and maintaining its perfected Security Interest in the Goods or such other Personal Property under the PPS Act and any costs the Supplier may incur in the course of enforcing any of its rights under these Terms, the PPS Act or at law generally; and
  - (e) procure from any other persons considered by the Supplier to be relevant to its security position, such agreement and waivers as the Supplier may at any time reasonably require.
- (7) Until all amounts owing to the Supplier for Goods have been received from the Buyer by the Supplier, the Buyer grants an exclusive, irrevocable licence to the Supplier to enter any premises where Goods, for which payment in full has not been received by the Supplier, are kept to take possession of those Goods and to use all reasonable force in doing so without any liability on the part of the Supplier or its agents for any resulting damage.
- (8) The Buyer acknowledges and agrees that the Supplier may exercise any and all remedies afforded to a Secured Party under the PPS Act including, but not limited



# Screen Technics

## TERMS & CONDITIONS

### TRADING TERMS AND CONDITIONS

Screen Technics Pty Limited A.C.N. 004 013 101 as trustee for The Trustee for the Screen Technics Trust trading as 'Screen Technics Pty Limited' ABN 55 188 453 975 and/or Redleaf Audiovisual Equipment Pty Ltd ABN 24 120 068 144

to, entry into any building or premises owned, occupied, or used by the Buyer, to search for and seize, dispose of or retain those Goods in respect of which the Buyer has granted to the Supplier a Purchase Money Security Interest.

(9) The Buyer and the Supplier agree to exclude the following sections of the PPS Act in respect of all Goods:

(a) sections 95, 121(4), 130 and 135 of the PPS Act (to the extent that the Supplier is required to give notice to the Buyer); and

(b) sections 96, 120, 125, 129(2), 132(3)(d), 132(4), 135, 142 and 143 of the PPS Act.

(10) To the extent permitted under the PPS Act, the Buyer expressly waives its right to receive from the Seller a copy of any Financing Statement, Financing Change Statement or Verification Statement that is registered, issued or received at any time in relation to any Goods.

(11) The Buyer warrants that it is not, at the time of entering into any agreement with the Supplier for the Supply of Goods, insolvent and knows of no circumstances which would entitle any creditor of the Buyer to appoint a receiver or to petition for winding up or to exercise any other rights over or against the assets of the Buyer.

(12) These provisions relating to title shall apply notwithstanding any agreement or arrangement, whether part of these Terms or otherwise, pursuant to which the Supplier may give credit to the Buyer.

(13) For the purposes of this clause 12, Security Interest, Personal Property, Financing Statement, Purchase Money Security Interest, Financing Change Statement, Verification Statement and Secured Party have the meanings ascribed to them in the PPS Act.

### 13. PRIVACY ACT

(1) The Supplier will observe the provisions of the Privacy Act and not collect, use or disclose Personal Information (as that term is defined in the Privacy Act) of, or provided by the Buyer, other than in accordance with the National Privacy Principles set out in the Privacy Act. Without limitation, the Supplier will:

(a) only collect such Personal Information for the sole purpose of performing its obligations in accordance with these Terms;

(b) on request by the Buyer, make available its privacy policy and information with respect to such Personal Information it holds, the purpose for which it holds such Personal Information and how it collects, holds, uses and discloses such Personal Information;

(c) take reasonable measures to ensure such Personal Information it collects, uses or discloses is accurate, complete and current and to protect such Personal Information it holds from misuse, loss or unauthorised access, modification or disclosure; and

(d) take all reasonable measures to destroy such Personal Information it holds if it is no longer required.

(2) The Buyer acknowledges and agrees that the Supplier may obtain a credit report from a credit reporting agency containing personal credit information about the Buyer in relation to credit which may be provided by the Supplier to the Buyer.

(3) The Buyer consents to the Supplier being given a consumer credit report in relation to the Buyer.

(4) The Buyer acknowledges and agrees that the Supplier may give information about the Buyer to a credit reporting agency in order to obtain a consumer credit report about the Buyer, or to allow a credit reporting agency to create or maintain a credit information file containing information about the Buyer, or both.

### 14. INVALIDITY

If the whole or any part of a provision of these Terms is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of these Terms have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

### 15. VARIATION

No variation of these Terms is binding on the Supplier unless in writing signed by a general manager or current director of the Supplier.

### 16. WAIVER

Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

### 17. TERMINATION

(1) Subject to applicable law, the Supplier may terminate these Terms and the arrangements between the Buyer and the Supplier at any time by providing four (4) weeks written notice to the Buyer.

(2) Without prejudice to any other rights the Supplier may have under these Terms or at law, the Supplier may terminate the obligations of the Supplier under these Terms immediately by notice in writing to the Buyer if:

(a) the Buyer is in breach of any obligation on the part of the Buyer under these Terms and such breach is not remedied by the Buyer within five (5) business days after service by the Supplier upon the Buyer of a written notice requiring the Buyer to rectify the breach;

(b) the Buyer becomes insolvent; or

(c) an administrator, receiver or receiver and manager is appointed in respect of the Buyer or all or any of the assets of the Buyer.

(3) For the avoidance of doubt, upon termination of these Terms, all amounts owing by the Buyer to the Supplier under these Terms are immediately payable by the Buyer to the Supplier.

### 18. CONFIDENTIALITY

The Buyer must not disclose any information concerning the existence or contents of these Terms without the prior written consent of the Supplier unless:

(1) the disclosure is required at law; or

(2) the disclosure is to a professional advisor of the Buyer, upon the basis that the advisor must not further disclose that information without the prior written consent of the Supplier.

### 19. ENTIRE AGREEMENT

These Terms, together with any relevant product description, performance data, technical specifications, quotation, order and invoice, comprise the entire agreement between the Buyer and the Seller and, unless otherwise agreed between the Supplier and the Buyer.

The parties agree that all prior agreements, understandings, representations and discussions, whether oral or in writing, in relation to any matter dealt within these Terms are superseded by these Terms.

### 20. ASSIGNMENT

(1) The Buyer must not assign any of the rights or obligations of the Buyer pursuant to these Terms, without the prior written consent of the Supplier, which may be refused in the absolute discretion of the Supplier. Any consent by the Supplier will not release the Buyer from any obligation of the Buyer pursuant to these Terms.

(2) The Supplier may assign all or any of the rights of the Supplier pursuant to these Terms.

### 21. NO AGENCY

The Buyer will not by virtue of these Terms be, or for any purpose be deemed to be, an agent of the Supplier.

### 22. INDEMNITY

(1) The Buyer must indemnify and keep indemnified the Supplier and the servants and agents of the Supplier against all Claims made upon or against the Supplier arising out of or in any way connected, directly or indirectly,

(a) with any breach of these Terms by the Buyer or any person claiming through or under the Buyer; and

(b) any illegal actions or omissions involving the Buyer.

(2) Subject to applicable law, the Supplier has no liability to the Buyer, or any person claiming through or under the Buyer for Indirect or Consequential Loss.

### 23. NOTICES

(1) Without preventing any other mode of service, any document including, without limitation, any writ of summons or other originating process or any third or other party notice may be served on a party by being delivered to or left for that party at its address for service of notices under clause 22(2).

(2) A notice, approval, consent or other communication in connection with these Terms:

(a) must be in writing unless expressly specified otherwise; and

(b) must be left at or sent by prepaid ordinary post to:

(i) the current registered address of a party, if that party is a company; or

(ii) the principal place of business of a party, if that party is a natural person or a company.

(3) Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

(4) A letter is taken to be received on the third day after posting.

### 24. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales and the Buyer and the Supplier agree to submit to the non-exclusive jurisdiction of the courts and tribunals of that State.