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## STANDARD TRADING CONDITIONS / TERMS AND CONDITIONS OF SALE

### DEFINITION

The expression "the Company," when referred to in these Terms and Conditions, refers to LATRONIC SUNPOWER PTY. LTD. trading as LATRONICS.

### GENERAL

These Terms and Conditions of Sale apply to the sale of 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.

### 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.

### PRICES

All prices charged/quoted shall be the Company's prices ruling at the date of dispatch. Verbal quotations are subject to written confirmation which will be given when requested. All goods are sold and all prices are 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 fluctuations in the Company's cost of labour, material, goods or transport.

### CANCELLATION OR VARIATION

A contract may, at the Company's option, be terminated in the event of insolvency of the purchaser being placed in liquidation, whether voluntarily or otherwise.

A purchaser may only vary an 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 any loss or damages.

Where the whole or part of any order is cancelled by the purchaser, the Company reserves the right to levy a restocking fee equal to 10% of the Invoice price on that part of the order which has been cancelled.

Non standard products ("Specials") are NON CANCELLABLE and NON RETURNABLE for any reason whatsoever including but not limited to reasons stemming from *force majeure* or acts of God except for quality related issues.

### DELIVERY

Unless otherwise stated in writing the price quoted is ex the Company's store where stocked. Where delivery is requested beyond this point the Company may, at its discretion, agree to act as agent for the purchaser in this matter and all costs for cartage and insurance will be for the purchaser's account.

### SHELF LIFE

Products are covered by a 12 Month shelf life. The warranty time will be proportionally reduced after 12 months.

### TERMS OF PAYMENT

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

### CLAIMS

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

1. Goods returned must be accompanied by a Delivery Docket stating original invoice number, date of purchase and reason for return.
2. Any goods delivered ex the sellers stock which are returned shall be subject to a re-stocking fee of 10% of the Invoice price.
3. Non-standard equipment made to special order cannot be credited under any circumstances.
4. Inward freight packing and delivery charges are the responsibility of the purchaser.
5. Goods will only be accepted for credit to the extent of that wrongly or over-supplied.
6. 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.

B. The following conditions relating to the return of good for repair under warranty apply:

### What you must do

1. For a Limited Warranty to apply the Registration Card must be validly completed by You and returned, prior to the expiration of 3 months from the date of purchase.
2. You must provide proof of purchase.
3. Latronics recommends You keep your receipt as proof of purchase, should any difficulties arise concerning the return of your Registration Card.

### Exclusions:

For the avoidance of doubt, the Latronics product warranties provided herein do not cover damage, malfunctions or service failures caused by, amongst other things:

- Unauthorized opening of the products, repair, alteration or substitution of nonstandard parts;
- Incorrect design and/or installation of 'balance of system';
- Acts of god, accident or similar cause;
- Failure to follow Latronics installation, operation or maintenance instructions;
- Abuse, misuse or negligent acts;
- Power failure surges, lightning, fire, flood, pest damage, accidental breakage, actions of third parties and other events or accidents outside Latronics' reasonable control and not arising from normal operating conditions;
- Suitably qualified personnel not carrying out all AC and DC permanent wiring in accordance with relevant wiring rules.

### CONDITIONS AND WARRANTIES

Products supplied by Latronics, or Latronics agents are supplied under the express condition that no responsibility is implied or accepted by Latronics for any damage to any appliance, equipment or property used in combination with the correct operation of a Latronics product.

All conditions and warranties expressed or implied by statute, common law, equity, trade, custom, usage, or otherwise howsoever are hereby expressly excluded to the maximum extent permitted by law. Where so permitted, the liability of Latronics for a breach of condition or warranty that cannot be excluded is limited (at Latronics option) to the replacement or repair of the goods or of acquiring equivalent goods or the cost of replacing or repairing the goods or of acquiring equivalent goods.

Replacement of any part or labour involved in repairs will not have the effect of extending the original period of the Limited Warranty of the goods. Any faulty part replaced under Limited Warranty becomes the property of the Company for purpose of examination and claim under proprietary warranty.

Under these product warranties, Latronics is not responsible for and you hereby agree to bear any costs associated with removal, transportation or reinstallation of your Latronics products or any peripheral components in the balance of any system used in conjunction with Latronics products.

Products returned to Latronics without prior authorisation will be returned to the sender at their expense.

Latronics does not undertake any commitment to guarantee continuity of supply in the case of obsolescence. In addition, Latronics reserves the rights to change its standard product range or specification of any model subsequently without notice and no liability as a result of these occurrences will be accepted.

### TITLE AND RISK

For the purpose of this clause:

"**Excluded Interest**" means any mortgage, charge or other encumbrance over real property or personal property (tangible or intangible) that is not a Security Interest, including non-consensual liens and mortgages over real property;

"**PPSA**" means the Personal Properties Securities Act 2009(Cth);

"**PPSA Register**" means the Personal Property Securities Register

“Purchase Money Security Interest” has the same meaning as under the PPSA;

“Registration Commencement Time” has the same meaning as under the PPSA; and

“Security Interest” has the same meaning as under the PPSA.

- a. The goods supplied by the Company shall be at the Buyer’s risk immediately on delivery to the Buyer or into the custody of the carrier or anyone acting on the Buyers behalf whichever is the sooner.
- b. Whilst the risk in the goods passes on delivery, legal and equitable title remains with the Company until payment in full of all debts accrued or owed by the Buyer to the Company is received by the Company. Payment will not be deemed to be made until any cheque in payment has been honoured.
- c. Until the company has received payment for the goods in full it reserves the following rights:
  - o Legal and equitable ownership of the goods;
  - o The right to enter the Buyer’s premises and retake possession of the goods;
  - o The right to keep or resell any goods repossessed under the previous clause; and
  - o Any other rights it may have at law or under the PPSA.
- d. Until the Company has received payment for the goods in full, the Buyer acknowledges that the Company has a Purchase Money Security Interest which attaches over the goods and their proceeds and a Security Interest in relation to other amounts owed by the Buyer to the Company.
- e. For the avoidance of doubt, after the Registration Commencement Time, the Company may register its Purchase Money Security Interest and Security Interest on the PPS Register established by the PPSA and, where necessary, amends the registration.
- f. The Buyer must not grant any other person a Security Interest in respect of the goods or their proceeds.
- g. The Buyer must now allow an Excluded Interest to exist over the goods.
- h. The Buyer agrees to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which the Company asks and considers necessary for the purpose of:
  - o Ensuring that Security Interest created under this contract is enforceable, perfected and otherwise effective; or
  - o Enabling the Company to apply for any registration, or give any notification, in connection with a Security Interest created under this contract so that the Security Interest has the priority required by the Company.
  - o Including anything the Company reasonably asks the Buyer to do in connection with the PPSA.
- i. To the extent permitted by law, if the PPSA applies, the Buyer irrevocably waives any rights the Buyer may have to:
  - o Receive notices or statements under sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;
  - o Redeem the goods under section 142 of the PPSA;
  - o Reinstate the contract under section 143 of the PPSA; and
  - o Receive a verification statement (as defined in the PPSA);
- j. Nothing in the clause prevents the Company from taking action against the Buyer for the purchase price of the goods.
- k. Until the Company has received payment for the goods in full:
  - o The Buyer agrees to take the goods as bailee for the Company;
  - o The Buyer must insure the goods against all usual risks to full replacement value until ownership passes to the Buyer noting on such insurance policy the interest of the Company and any insurance monies received by the Buyer in respect of goods owned by the Company, will be received on trust for and paid to the Company;
  - o The Buyer must, where reasonably possible, store each delivery of goods separately, clearly identified as the Company’s property and in a manner to enable the goods to be identified and cross-referenced to particular invoices;

- o The Buyer may only sell, use or part with possession of goods in the ordinary course of its business. Any sale will be as fiduciary agent for the Company and the Buyer must receive on trust for and account to the Company for that part of the proceeds of sale that equates to the amount owing by the Buyer to the Company for those goods, however this agency will only extend to the obligation to account for proceeds, and the Buyer will not be bound by any contract between the Buyer and the Buyer’s purchaser; and

- o If the Buyer uses the goods in a manufacturing or value added process of its own or a third party, the Buyer will hold that part of the proceeds of the manufacturing or value added process as relates to the goods on trust for the Company. Such part will be deemed to equal in dollar terms the amount owing by the Buyer to the Company for those goods at the time of the receipt of the proceeds.

- l. Without limiting the generality of the Company’s rights is this clause, if payment for the goods is not made by the Buyer when due of the Company terminates this contract, as per cancellation or variation, then the Buyer must return the goods to the Company within 48 hours of receipt of the demand, the Company may for the purpose of recovery of possession of the goods, enter forcibly, if necessary, upon any premises where the goods are stored or where they are reasonably thought to be stored and may repossess, remove and resell the goods.
- m. The Buyer is liable for all costs associated with the exercise by the company of its rights under this clause, which costs are payable on demand.

**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 failure to obtain the figures or estimates given when such 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 under taking 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.

**LEGAL CONSTRUCTION**

Except as may be otherwise agreed by the Company, the contract shall be governed by consumer laws and relevant laws of the State of Queensland.

Signed as acceptance of the above conditions;  _____
Date: _____