

ESPO LIGHTING
STANDARD TERMS AND CONDITIONS OF SUPPLY

The terms set out below (**Terms**) apply to Services carried out by the Company and should be read together with the Proposal. These Terms will apply to the exclusion of any inconsistent terms and conditions (unless expressly agreed in writing by the Company). These Terms will apply to any variations to the scope of the Services which may be agreed (verbally or in writing) by the Parties. The Client will be deemed to have accepted these Terms on execution of the Proposal or when the Company commences the Services at the request (written or otherwise) of the Client.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms, unless the context otherwise requires, the following words have the following meanings:

Company means Espo Pty Ltd ACN 136 770 566.

Client means any person or entity that places an Order.

Event of Default means:

- (a) any breach by the Client of any term of these Terms;
- (b) a failure by the Client to pay any part of the Price by the Payment Date;
- (c) the Client becoming an 'externally administered body corporate' as defined by the *Corporations Act 2001* (Cth);
- (d) any step being taken for the winding up or dissolution of the Client, including the appointment of an administrator;
- (e) the Client being insolvent within the meaning of the *Corporations Act 2001* (Cth);
- (f) the Client committing an 'act of bankruptcy' as defined by the *Bankruptcy Act 1966* (Cth);
- (g) a receiver or a receiver and manager being appointed to the Client whether by a court or otherwise; and
- (h) anything analogous or having substantially similar effect to any of the events specified in paragraphs (a) to (g) above (inclusive) happens under the law of any applicable jurisdiction.

Force Majeure Event includes earthquake, flood, landslide, fire, explosion, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, martial law or confiscation by order or any government or other authority, change in Law, strikes, lockouts, labour difficulties, rationing or unavailability of essential equipment, labour or supplies and disruption or unavailability of utilities and services which are beyond a party's control.

Goods means the goods to be provided by the Company to the Client that are the subject of an Order.

GST means goods and services tax.

Law includes all legislation, enactments, regulations, standards, by-laws, treaties and ordinances applicable to any act, omission, conduct, matter or thing for any reason.

Location means the address for delivery of Goods or provision of Services specified by the Client in an Order Form, and if no such address is specified, means the address for the Client listed in the Order Form.

Order Acknowledgement means the Company's written confirmation that an Order has been received from the Client, and a Contract brought into existence.

Order Form means the document setting out an Order, the form of which is determined by the Company from time to time.

Order means an order for the supply of Goods or Services placed by the Client with the Company in accordance with clause 2(a).

Payment Terms means 50% deposit due upon the Order being signed and presented to the Company and the 50% balance being paid prior to the delivery of the Goods. If the Client is unable to accept delivery within 14 days from notification of completion from the Company, additional storage fees of 3% of the Invoice will be payable by the Client to the Company.

Perfectured has the meaning set out in the PPSA.

Proposal means a quotation and/or Proposal issued by the Company for the supply of Services and/or Goods by the Company.

PPSA means the *Personal Property Securities Act 2009* (Cth) and any regulations made under it.

PPSR means the Personal Property Securities Register established by the PPSA.

Price means the price for Goods and/or Services specified in the Purchase Order issued by the Company (subject always to clause **Error! Reference source not found.**).

Security Agreement has the meaning set out in the PPSA.

Security Interest has the meaning set out in the PPSA.

Services means the services to be provided by the Company to the Client that are the subject of an Order.

1.2 Interpretation

In these Terms, unless the contrary intention appears:

- (a) a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to any document is a reference to that document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (d) a reference to a party to these Terms includes that party's executors, administrators, successors and permitted assigns;
- (e) a reference to "\$" or "Dollars" is a reference to Australian currency; and
- (f) the word "**including**" is not to be treated as a word of limitation;
- (g) a reference to time is a reference to the time in Adelaide, South Australia; and
- (h) a term which purports to bind or benefit two or more persons binds or benefits them jointly and severally.

1.3 Schedule and Annexure

The Schedule and Annexure are incorporated into, and form part of, these Terms.

2. APPLICATION OF TERMS

- (a) When the Client wishes to accept a Proposal issued by the Company and acquire Goods and/or Services from the Company it must send a written Order Form to the Company within 30 days of the date of the Proposal. The Company may, in its discretion, accept an Order Form submitted following expiry of the Order Period.
 - (b) The Client acknowledges and agrees that if its Order Form is accepted by the Company, these Terms will apply in its dealings with the Company, to the exclusion of all other terms and conditions.
 - (c) A contract between the Company and the Client for the supply by the Company, and the acquisition by the Client, of the Goods and/or Services specified in the Order Form (**Contract**) will come into existence on the date the Client accepts the Proposal by submitting a valid Order Form to the Company.
 - (d) The Contract will comprise:
 - (i) the terms and conditions set out in these Terms;
 - (ii) the Proposal;
 - (iii) the details of the Location and the Goods and/or Services specified in the Order; and
 - (iv) the invoice issued by the Company to the Client.
- Nothing in this clause or these Terms will affect or restrict any terms, conditions or guarantees implied or provided for by applicable law which cannot lawfully be excluded by the Company.
- (e) In the event of an inconsistency between any of the documents listed in clause 2(d) above, the terms and conditions of these Terms will prevail to the extent of the inconsistency, with the terms of the Proposal (if any) prevailing thereafter..
 - (f) A separate Contract is entered into each time the Client submits an Order to the Company. The Company may (but is not obliged to) issue an Order Acknowledgement to the Client, confirming the terms of the Contract.
 - (g) No Contract which has been created can be cancelled by the Client except with the prior written consent of the Company, on such terms and conditions as the Company may require.
 - (h) The quantity, quality and description of the Goods and/or Services to be supplied by the Company pursuant to any Contract will be as set out in the corresponding Order Form, subject always to clause 2(i).
 - (i) The Company will use its reasonable endeavours to supply the Goods and/or Services to the Client in accordance with any Orders Forms submitted, except that it is acknowledged by the parties that the Company is not under any obligation to continue to manufacture or stock all or any particular type of Goods or continue to supply any Services, and is entitled to change the nature of the Goods or Services as it thinks fit, acting reasonably.
 - (j) The Company may, at any time, refuse to accept any Order Form submitted by the Client, and cancel any Contract created under these Terms, in its sole and absolute discretion.

3. DELIVERY OF GOODS

- (a) The Company will deliver the Goods the subject of each Order to the Location. The costs of transport, delivery, freight and warehousing (if any) will be paid by the Client.
- (b) All Goods will be delivered by the Company to the Client either by the Company or using the Company's nominated delivery agent, unless the Client engages its own delivery agent and provides the Company with all necessary information (including but not limited to contact details and account numbers) at the time of placing an Order with the Company.
- (c) The Client acknowledges that any dates quoted by the Company for the delivery of the Goods are approximate only, and agrees that time and date of delivery will not

- be of the essence for the purposes of these Terms or any Contract. The Company will use its reasonable endeavours to keep the Client informed of any delays and any revised delivery dates.
- (d) The Company will not be liable to the Client for any direct, indirect, special or consequential losses, damages, liabilities, costs or expenses incurred by the Client as a result of any failure by the Company to deliver the Goods by any estimated or confirmed delivery date.
- 4. TITLE AND RISK**
- 4.1 Title**
- (a) Title in the Goods the subject of any Contract will remain with the Company (despite delivery to the Client) and will not pass to the Client until the Client has paid to the Company the Price and any other amounts owed to the Company (whether under the Contract applicable to the Goods or any other Contract or arrangement then in force between the parties) in full.
- (b) If the Company has not been paid in full at the time of delivery of Goods to the Client, then until such time as the Company receives payment in full, the Client:
- (i) holds the relevant Goods delivered on trust for the Company and must store the Goods in such a way that they are clearly recognisable as the property of the Company;
- (ii) grants to the Company and its employees and agents an irrevocable right to enter the premises located at the Location and any other premises occupied by the Client without notice to search for and remove Goods supplied. The Client agrees that the Company and its employees and agents will not be liable to the Client or any person claiming through the Client for any such action taken; and
- (iii) can, as trustee for the Company sell the Goods to third parties in the normal course of its business subject to the terms of these Terms, provided that the Client holds the book debt and proceeds of such sales on trust for the Company. All proceeds must be kept in a separate account and must not be mixed with any other monies (including the Client's own funds).
- 4.2 Risk and Returns**
- (a) Risk in the Goods the subject of each Contract will pass to the Client on and from shipment of the Goods for delivery to the Client.
- (b) The Client must examine the Goods immediately after delivery to the Location has been completed, and the Company will not be liable or otherwise responsible for any mis-delivery, shortage, defect or damage or any related direct, indirect, special or consequential losses, damages, liabilities costs or expenses sustained by the Client or any other party unless the Company receives complete details in writing (together with any supporting evidence as is reasonable in the circumstances) of any delivery issues, losses or defects within 48 hours of delivery of the Goods to the Location.
- (c) Except as required under clause 14, or agreed by the Company after written notification has been issued by the Client under clause 4.2(b) or outside of the Warranty Periods outlined in clause 17.3, in no circumstances will any Goods be accepted for return unless agreed by the Company in its sole discretion.
- 5. PPSA**
- (a) The Client acknowledges that until such time as full title to Goods passes to the Client under clause 4.1, these Terms constitutes a Security Agreement for the purposes of the PPSA, and the Company has a Security Interest in the Products.
- (b) The Client agrees to do such things as the Company may require from time to time to ensure that any Security Interest of the Company arising from or connected with these Terms is Perfected under the PPSA for whatever period the Company determines including signing documents and providing the Company with all further information required to enable the Company to register its Security Interests on the PPSR, and to otherwise protect the Company's position under the PPSA.
- (c) The Client must keep the Company fully informed of all relevant information regarding it and its activities, including by providing not less than 14 calendar days notice in writing of any proposed change in its name or contact details, and immediately advising the Company of material changes in its business activities.
- (d) The Client agrees to indemnify the Company for all expenses incurred by the Company in registering its Security Interests on the PPS Register, and will reimburse the Company for all such expenses immediately upon demand.
- (e) The Client waives its rights under section 157 of the PPSA to receive a notice in relation to the registration events to which section 157(3)(a) of the PPSA applies, including without limitation, the right to receive a copy of a verification statement confirming registration of a financing statement or financing change statement relating to the Security Interest created by these Terms.
- (f) The Client agrees that nothing in sections 125, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA and Part 4.3 (other than Division 6 of Part 4.3) of the PPSA shall apply to these Terms, all Contracts, and any Security Interest in the Goods created by these Terms or any Contract, and to the extent permitted by the PPSA, the Client waives its rights in respect of these Terms, any Contract or any Security Interest created under either of them, to receive any notice or statement under the following sections of the PPSA: 95, 118, 121(4), 123, 130, 132(3)(d), 132(4), 135, 157 and all sections in Part 4.3 (other than those in Division 6 of Part 4.3).
- 6. PROVISION OF SERVICES**
- 6.1 Provision**
- (a) The Company will use its reasonable endeavours to perform the Services the subject of any Contract by the date reasonably requested by the Client, as specified in the corresponding Order Form and if no date is specified, within a reasonable period.
- (b) The Client acknowledges and agrees that despite clause 6.1(a), any dates for the completion of the Services are approximate only, and will not be binding on the Company. The Company will use its reasonable endeavours to keep the Client informed of any delays and any revised delivery dates.
- (c) Unless otherwise specified by the Company in any Proposal or in respect of any Order, the Company will provide all material and equipment reasonably necessary for the Services to be provided.
- 6.2 Subcontracting**
- The Company may in its sole discretion subcontract the provision of some or all of the Services the subject of any Contract to a third party.
- 7. CLIENT OBLIGATIONS**
- (a) The Client is responsible for ensuring the accuracy of the terms of each Order Form. The Client is solely responsible for consideration and validation of design and functionality of the Goods to confirm suitability for particular applications, as desired by the Client.
- (b) The Client is solely responsible, at its sole cost and expense, for obtaining and maintaining any necessary licences or permits, and all other clearances and consents required from government agencies or authorities for the acquisition and use of the Goods or Services by the Client.
- 8. PRICE AND PAYMENT**
- 8.1 Price**
- In consideration of the supply of the Goods and/or Services the Client must pay the Price to the Company in accordance with the Payment Terms.
- 8.2 Proposal**
- The Client acknowledges that each Proposal issued by the Company has been prepared by the Company on the basis of, and in reliance upon, the information provided by the Client, and further acknowledges that the provision of incomplete or misleading information by the Client, unforeseen circumstances, misinterpretations, variations and similar events may result in charges additional to those set out in the Proposal being payable by the Client for the Goods and/or Services the subject of the relevant Order. The Company may vary the Price by notice to the Client if:
- (a) the Company undertakes additional Services at the request (written or verbal) by the Client;
- (b) the Company undertakes additional work or services which are required as a result of unexpected or undisclosed conditions encountered by the Company whilst providing the Services;
- (c) the Services are varied by written agreement between the Parties; or
- (d) a change of Law or technological advancement occurs during the provision of the Services which (in the Company's reasonable opinion) results in increased cost to the Company in the provision of the Services.
- 8.3 Payment**
- (a) The Company will be entitled to invoice the Client for the Price at any time following the submission of a valid Order Form.
- (b) All payments due by the Client under each Contract must be paid in accordance with the Payment Terms, in the manner requested by the Company from time to time. All amounts owed to the Company under each Contract in respect of any Goods and/or Services must be paid in full by the Client without any setoff, withholdings or deductions in accordance with the Payment Terms, and it is acknowledged and agreed that for the purposes of the Client's payment obligations under these Terms, time is of the essence.
- (c) If the Client fails to make any payment to the Company by the due date, then without prejudice to any other right or remedy available to the Company, the Company can in its discretion:
- (i) withhold any Goods or suspend the provision of Services until such default is corrected;
- (ii) cancel any Contract or suspend any further supply of Goods or Services to the Client; and/or
- (iii) charge the Client (both before and after any judgement) on the unpaid amount at the rate of 10% per annum until payment is made in full.
- 9. GST**
- 9.1 Consideration GST exclusive**
- Unless otherwise expressly stated, the Price and other sums payable or consideration to be provided under these Terms is exclusive of GST.
- 9.2 Payment of GST**
- If GST is payable by the Client on any supply made by the Company under these Terms, the Client must pay to the Company an additional amount that is equal to

- the amount payable by the Client for the relevant supply multiplied by the prevailing GST rate. This additional amount is payable at the same time as the Price or other consideration for the relevant supply to which the additional amount relates.
- 9.3 Tax invoice**
In the event of a taxable supply, the Company will provide a valid tax invoice (in the form prescribed by the *A New Tax System (Goods & Services Tax) Act 1999* (Cth)) to the Client.
- 10. REPORTS**
Where the Services include the provision of a report to the Client by the Company, the Client acknowledges and agrees that:
- the report has been prepared for the purpose specified in the Proposal and/or report and the Client may only use the report for that purpose;
 - the report has been prepared for the sole use of the Client (unless expressly stated otherwise in the report);
 - the Client cannot disclose the report or allow the report to be disclosed to any other person or used or relied upon by any other person without the prior written consent of the Company;
 - the Company is not responsible to the Client or any other person for the implementation of any recommendation or preferred course of action identified or referred to in the report or otherwise in the course of providing the Services; and
 - the Company may issue preliminary findings or reports when undertaking the Services which require verification (either by the Company or by third parties), and
 - where the Company issues preliminary findings or reports to the Client, the Client acknowledges and agrees that:
 - the Client can only rely on the preliminary findings or reports to the extent specified in those findings or reports; and
 - the Client takes full responsibility for the decision to undertake further investigative activities as recommended by the Company.
- 11. INTELLECTUAL PROPERTY**
- The Company owns all right, title and interest in intellectual property developed, owned or acquired by the Company prior to the commencement of the Services ("Intellectual Property"), including any modification or improvement on that Intellectual Property.
 - The Client acknowledges and agrees that the Company will own all right, title and interest in Intellectual Property made, written or developed by the Company in the course of and for the purpose of providing the Services in accordance with these Terms.
 - To the extent necessary for the Client's enjoyment of the Services the Company grants to the Client a non-exclusive, perpetual, irrevocable, worldwide, royalty free licence (with the right to grant sub-licences) to use, solely for that purpose, such of the Company's Intellectual Property as is strictly necessary to enjoy that benefit or end result.
 - If necessary to enable the Company to undertake the Services, the Client grants to the Company a non-exclusive, perpetual, irrevocable, worldwide, royalty free licence to use, solely for that purpose, such of the Client's Intellectual Property as is strictly necessary to undertake the Services.
 - The Company warrants the Goods contain the following ingress protection ratings (which designates the degree of protection against the penetration of solid and liquids bodies and contact with live parts):
 - PROTECTION SOLID BODIES (first code IP)
 - 0 Unprotected
 - 1 Protected against the entry of solid bodies with dimensions of more than 50 mm.
 - 2 Protected against the entry of solid bodies with dimensions.
 - 3 Protected against the entry of solid bodies with dimensions.
 - 4 Protected against the entry of solid bodies with dimensions of more than 1 mm.
 - 5 Protected against entry of dust.
 - 6 Completely protected against entry of dust
 - LIQUID BODIES (second code IP)
 - 0 Unprotected
 - 1 Protected against the vertical falling of water drops.
 - 2 Protected against the falling of water with maximum of more than 12,5 mm. inclination of 15°.
 - 3 Protected against the falling of water with maximum of more than 2,5 mm. inclination of 60°.
 - 4 Protected against sprinklings.
 - 5 Protected against water jets.
 - 6 Protected against heavy water jets.
 - 7 Temporary immersion proof.
 - 8 Continually immersion proof.
- 12. CONFIDENTIAL INFORMATION**
- 12.1 Obligation**
- The Client must keep confidential any information obtained from the Company in the course of the negotiations for or performance of these Terms, as well as the terms of these Terms, the subject matter of these Terms and details of the transaction provided for in it, where that information is or can reasonably be considered to be confidential to the Company (**Confidential Information**).
 - The Client must not use or disclose the Confidential Information for any purpose other than that which the information was disclosed.
- 12.2 Exclusions**
The obligations of confidence under these Terms do not apply to any information that:
- is in the public domain (other than through any breach of these Terms);
 - the Client can prove was known to it at the time of disclosure by the Company, free from any obligation of confidence; or
 - the Client is required by law to disclose.
- 12.3 Destruction of Documents**
On written notice from the Company the Client must immediately destroy or deliver to the Company all Confidential Information in a recorded form (including any copies of that information) which is in the possession or control of the Client.
- 13. EVENT OF DEFAULT**
- 13.1 Company entitlements**
- If an Event of Default occurs or is threatened to occur to the Client, the Company can immediately:
 - terminate these Terms;
 - suspend or terminate any Contracts or other arrangements then in force between the parties;
 - suspend or cancel delivery of Goods;
 - suspend or cancel provision of Services;
 - refuse to accept any further Orders submitted by the Client and cancel any Contracts which may otherwise be created as a result of such Order submissions;
 - enter the premises of the Client and immediately recover possession of any Goods delivered to the Client in respect of which the Price has not yet been paid in full;
 - make the Price immediately due and payable; and/or
 - charge the Client interest on any amounts then owed to the Company at the rate of 10 % per annum until payment is made in full,
 without liability and without affecting or limiting any other rights or remedies available to the Company.
 - If the Company has or recovers possession or control of any Goods, the Company can sell or otherwise dispose of the Goods in the Company's absolute discretion and on its own account, but without limiting any of the Company's rights arising as a consequence of any actual or anticipated Event of Default by the Client.
- 13.2 Consequences of termination**
Any termination of these Terms or any Contract does not relieve the other party of any obligation remaining to be or performed by it or capable of having effect after such termination and is without prejudice to any right or cause of action already accrued to either party in respect of any breach of this by the other party.
- 13.3 Obligations upon termination**
Upon termination of these Terms, any Contract or any part of a Contract the Client must immediately pay to the Company any outstanding portion of the Price and any other amounts due and payable for Goods supplied or Services performed by the Company up until the date of termination.
- 13.4 Survival**
The rights and obligations under clauses 2(e), 4.1, 5, 8.3(b), 12, 13.2, 13.3, 14, 15 and 17 survive the expiry or termination of these Terms and continue in full force and effect, together with any other rights and obligations which are by their nature or effect intended to survive.
- 14. EXCLUSION AND LIMITATION OF LIABILITY**
- 14.1 Applicable law unaffected**
The parties acknowledge and agree that:
- State and Commonwealth legislation implies certain non-excludable guarantees, warranties and conditions into particular agreements for the supply of goods and services, which cannot be excluded, restricted or modified (**Non-Excludable Guarantees**);
 - the Company does not exclude, restrict or modify the Non-Excludable Guarantees and nothing in these Terms is intended or is to be construed as doing so; and
 - nothing in these Terms affects any remedies available to the Client at law and which cannot be lawfully excluded by the Company, including in respect of any of the Non-Excludable Guarantees which may be applicable.

14.2 Exclusion of liability

- (a) The Client acknowledges and understands that apart from any Non-Excludable Guarantees which may be applicable, the Company does not make or provide any express warranties or guarantees regarding the Goods or Services.
- (b) Subject to clause 14.1, to the maximum extent permitted by law, the Company excludes all warranties, terms, conditions and guarantees regarding the Goods, the Services and any other goods or services supplied or provided under these Terms which are implied by law (including the general law) or custom.

14.3 Limitation of liability

- (a) To the maximum extent permitted by law, the Company's liability to the Client for a breach of any of the Non-Excludable Guarantees in respect of any goods or services provided to the Client under these Terms (including but not limited to the Goods and Services) is limited to any one of the following, at the option of the Company:
- (i) in the case of goods, including any Goods provided under any Contract - replacement of the goods or the supply of equivalent goods, repair of the goods, payment of the cost of replacing the goods or acquiring equivalent goods, or payment of the costs of having the goods repaired; and
- (ii) in the case of services, including any Services provided under any Contract - the supply of the services again, or payment of the cost of having the services supplied again.

15. FORCE MAJEURE

A party will not be liable for its inability to perform its obligations under these Terms as a result of a Force Majeure Event. If a Force Majeure Event occurs, the party suffering it will notify the other party of the occurrence and expected duration of that event. The party suffering the Force Majeure Event must use all reasonable endeavours to prevent the force majeure occurrence. If a Force Majeure Event renders performance of these Terms impossible for a continuous period of at least thirty (30) days, either party may, by notice to the other, terminate these Terms.

16. INDEMNITY

To the fullest extent permitted by law, the Client will at all times indemnify and keep indemnified the Company, its related entities and each of their directors, agents and employees (**those indemnified**) against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against those indemnified) that those indemnified may sustain or incur as a result, whether directly or indirectly, of the occurrence of an Event of Default or any breach of these Terms or any Contract by the Client.

17. GENERAL**17.1 Costs**

Each party will pay its own costs in connection with the negotiation, preparation and execution of these Terms.

17.2 Amendment

These Terms may be amended at any time by the Company provided that the Company provides written notice to the Client.

17.3 Warranty

Subject to compliance with clause 17.12, the Company will repair or replace any Goods due to defective workmanship or defective material, free of charge (other than delivery costs), during the following periods (**Warranty Periods**):

- (a) Goods supplied from "Modo":
- The Company warrants its products to be free from defects in workmanship and materials (normal wear expected). Any complaints relating to defects which cannot be discovered on the basis of a careful inspection upon receipt (hidden defects) shall be notified to the Company, by registered letter with return receipt, within 7 days from the discovery of the defects and in any not later than 24 months from delivery. Failing such notification the Client's right to claim the above defects will be forfeited. During this warranty period the Company will repair or replace, at its option, products that are proven to present hidden defects. This warranty does not apply to damages resulting from accident, alteration, tampering, misuse, negligence or abuse, natural events. This warranty does not apply to light bulbs. Disclaimer: all lights to be installed by a certified electrician to the Australian wiring standards. The 24 month warranty period shall commence from the date of delivery of the product(s) from the seller;
- (b) Goods supplied from "Inarchi":
- The Company warrants its products to be free from defects in workmanship and materials (normal wear expected). Any complaints relating to defects which cannot be discovered on the basis of a careful inspection upon receipt (hidden defects) shall be notified to the Company, by registered letter with return receipt, within 7 days from the discovery of the defects and in any not later than 24 months from delivery. Failing such notification the Client's right to claim the above defects will be forfeited. During this warranty period the Company will repair or replace, at its option, products that are proven to present hidden defects. This warranty does not apply to damages resulting from accident, alteration, tampering, misuse, negligence or abuse, natural events. This warranty does not apply to light bulbs. Disclaimer: all lights to be installed by a certified electrician to the Australian wiring

standards. The 12 month warranty period shall commence from the date of delivery of the product(s) from the seller; and

- (c) Goods supplied from "Manooi":

The Company warrants its products to be free from defects in workmanship and materials (normal wear expected). Any complaints relating to defects which cannot be discovered on the basis of a careful inspection upon receipt (hidden defects) shall be notified to the Company, by registered letter with return receipt, within 7 days from the discovery of the defects and in any not later than 24 months from delivery. Failing such notification the Client's right to claim the above defects will be forfeited. During this warranty period the Company will repair or replace, at its option, products that are proven to present hidden defects. This warranty does not apply to damages resulting from accident, alteration, tampering, misuse, negligence or abuse, natural events. This warranty does not apply to light bulbs. Disclaimer: all lights to be installed by a certified electrician to the Australian wiring standards. The 12 month warranty period shall commence from the date of delivery of the product(s) from the seller.

17.4 Entire document

These Terms contain the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by these Terms and has no further effect.

17.5 Force Majeure

- (a) Notwithstanding anything else contained in these Terms, the Company will not be liable for any delay in or failure to comply with these Terms if such delay or failure is caused by circumstances beyond the Company's reasonable control, including without limitation, fire, flood, act of God, strikes, lock outs, stoppage of work, trade disputes, transport embargos or failure or delay in transportation, or any act of war or terrorism.
- (b) If a delay or failure by the Company to perform its obligations due to an event contemplated by clause 17.5(a) exceeds 60 calendar days, the Company may immediately terminate these Terms by providing notice in writing to the Client.

17.6 Assignment

The Client must not assign or transfer any of its rights or obligations under these Terms without the prior written consent of the Company, which will be granted or withheld by the Company in its absolute discretion.

17.7 Waiver

No waiver by the Company of any breach or default by any other party is effective unless reduced to writing and signed by the Company, and any such waiver does not constitute a waiver of any other continuing breach or default under these Terms.

17.8 Remedies

- (a) Other than as provided in these Terms the rights and remedies provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law or of any other such right or remedy. Any single or partial exercise of any power or right does not preclude any other or further exercise of it or the exercise of any other power or right under these Terms.
- (b) The rights and obligations of the parties pursuant to these Terms are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.

17.9 Severance

If any provision of these Terms is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction.

17.10 Governing Law

This document is governed by the law in force in the state of South Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State and the South Australia Registry of the Federal Court of Australia in respect of all proceedings arising in connection with these Terms or any Contract.

17.11 Further Assurances

Each party will promptly do all things required by law or reasonably requested by any other party to give effect to these Terms.

17.12 Installation of Goods

The Client must engage a certified electrician to install all lights comprising the Goods.

17.13 No Merger

No right or obligation of any party will merge on completion of any transaction under these Terms. All rights and obligations under these Terms survive the execution and delivery of any transfer or other document which implements any transaction under these Terms.

17.14 Notices

- (a) Any notice given under these Terms must be in writing and signed by or for the sender and delivered by post, hand or fax to the last known address of the recipient.
- (b) A notice or other communication is deemed given if:
- (i) personally delivered, upon delivery;

- (ii) mailed to an address in Australia, 2 business days after the date of posting (whether received or not); and
- (iii) sent by facsimile, at the time of transmission provided that the sender's machine produces a transmission report confirming the successful transmission of the total number of pages of the notice.

EXECUTED BY THE PARTIES

EXECUTED by **ESPO PTY LTD** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Director	_____ Director / Secretary

EXECUTED BY THE CLIENT

EXECUTED by
[Company Name and ACN]

in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Director	_____ Director / Secretary

Signed by
[Name and ABN])
in the presence of) _____

Witness

Full Name of Witness

Signed by
[Name and ABN])
in the presence of) _____

Witness

Full Name of Witness