

The following terms and conditions ("**Trading Terms**") apply to all purchases of goods and/or services by you, (the "**Purchaser**"), from Redarc Electronics Pty Ltd as trustee for Redarc Trust (ABN 77 136 785 092) trading as Redarc Electronics ("**Redarc**"). Placing an order with Redarc will constitute deemed acceptance by the Purchaser of these Trading Terms. Modifications of or deviations from these Trading Terms must be agreed in writing by Redarc.

1. Contract formation

- 1.1 A Contract will be formed in one of the following circumstances:
 - (a) Where the Purchaser places an order and pays for goods on the Redarc website (**Website Order**)
 - (b) Where the Purchaser places an order on Redarc and Redarc sends an order confirmation.
 - (c) Where Redarc provides a quotation and the Purchaser accepts the quotation by placing an order in accordance with clause 3.
- 1.2 The terms which apply to the Contract are:
 - (a) such terms expressly set out on a quotation;
 - (b) the Warranty;
 - (c) the Credit Terms; and
 - (d) these Trading Terms.
- 1.3 The terms referenced in clause 1.2 are in order of priority, such that the first referenced terms shall prevail over later referenced terms to the extent of any inconsistency.

2. Ordering procedure

- 2.1 When placing a Purchase Order with Redarc, the Purchaser will comply with any ordering procedures notified from time to time by Redarc.
- 2.2 Redarc reserves the right to accept or reject any Purchase Order or Website Order in whole or in part for any reason, including without limitation the unavailability of any products. Where Redarc rejects a Website Order it will refund any amount it has received from the Purchaser in respect of the rejected part of the Website Order.

3. Quotations

- 3.1 Quotations are not valid unless they are provided to the Purchaser in writing.
- 3.2 All quotations provided to the Purchaser by Redarc in writing are open for acceptance for a period of 30 days from the date of the quotation. Acceptance must be in the form of a Purchase Order issued by the Purchaser within that time period.
- 3.3 If the quotation is not accepted within that period the offer in the quotation will lapse.
- 3.4 Until the quotation is accepted by the Purchaser, Redarc reserves the right to withdraw the quotation or to vary or alter any part, including without limitation any price or fee specified in the quotation.
- 3.5 The Purchaser cannot cancel a Purchase Order after acceptance of a quotation without the written agreement of Redarc.

4. Data errors and omissions

- 4.1 Redarc makes every effort to ensure the accuracy of information shown in Redarc's documents, including without limitation its catalogues or databases. The Purchaser acknowledges and accepts that such information may contain technical inaccuracies or typographical errors.

5. Pricing and payment

- 5.1 Redarc will invoice all orders at the prices shown on the Redarc website; in the accepted quotation; or in Redarc's order confirmation (as applicable). If no prices are shown via these methods, Redarc will invoice at its current prices. The Purchaser agrees to pay the Purchase Price for the goods and/or services supplied to the Purchaser by Redarc.
- 5.2 In respect of Website Orders, the Purchase Price must be paid at the time of order.
- 5.3 In respect of Purchase Orders or other orders, unless otherwise agreed in writing, the Purchase Price for goods and/or services must be paid to Redarc upon delivery of the goods and/or services.
- 5.4 If goods and/or services are supplied to a Purchaser on credit by way of a Credit Account:
 - (a) such credit is offered subject to the Credit Terms; and

(b) payment of the Purchase Price is strictly required in accordance with the agreed payment terms applicable to the Credit Account.

5.5 The Purchaser is not entitled to withhold payment in whole or in part, or claim any right to set off in respect of the Purchase Price.

6. Interest

6.1 If the Purchase Price or any part of the Purchase Price remains unpaid after the payment date required by the Contract, the outstanding Purchase Price shall be subject to interest at the rate that is four percent (4%) per annum above the Bank Bill Swap Bid Rate (**BBSY**) on the day the payment is due.

6.2 The BBSY will be calculated on the day the payment is due as either:

(a) the bid rate for the period shown on the Thomson Reuters Screen page "BBSY" (or any replacement page) at the publishing time (current publishing time is 10.30am Sydney time);

(b) if no rate is displayed on the day payment is due the BBSY will be based on the last published BBSY; or

(c) if the rate is less than zero in either 6.2(a) or (b), BBSY is taken to be zero.

6.3 Interest accrues from day to day, from the day the Invoice was issued by Redarc until and including the day the Invoice is paid in full. Any amount of interest, together with the outstanding Purchase Price is payable by the Purchaser on receipt of a written demand from Redarc. The Purchaser agrees to pay such interest levied from time to time.

7. Credit Accounts

7.1 Redarc may refuse to supply goods and/or services to the Purchaser if there is an Event of Default.

7.2 Upon the occurrence of an Event of Default all outstanding amounts become payable immediately, notwithstanding the Credit Terms.

8. Ownership and risk

8.1 In respect of Website Orders the risk in the goods will pass to the Purchaser when the goods are delivered to the Purchaser.

8.2 In respect of Purchase Orders the risk in the goods will pass to the Purchaser in accordance with the Incoterms specified on the quotation or the order confirmation.

8.3 Ownership of each unit of the goods will remain with Redarc until all amounts owing by the Purchaser to Redarc on any account whatsoever (including the Purchase Price for the goods) (**Amounts Owing**) have been paid.

8.4 If the Purchaser fails to comply with any part of these Trading Terms in relation to the payment of any Amount Owing or otherwise, then:

(a) immediately on Redarc's request the Purchaser must return to Redarc any goods acquired from Redarc on which there are outstanding Amounts Owing; and

(b) Redarc may enter the premises at which those goods are stored, and seize possession of them; and

(c) Redarc may retain, sell or otherwise dispose of those goods.

8.5 The Purchaser must not assign or grant a security interest in respect of any goods owned by Redarc under this Contract without Redarc's prior written consent.

8.6 If Chapter 4 of the PPSA would otherwise apply to the enforcement of these Trading Terms the Purchaser agrees the following provisions of the PPSA will not apply to the enforcement of these Trading Terms: section 95 (notice of removal of accession), to the extent that it requires Redarc to give a notice to the Purchaser; section 96 (when a person with an interest in the whole may retain an accession); subsection 121(4) (enforcement of liquid assets – notice to grantor); section 125 (obligation to dispose of or retain collateral); section 130 (notice of disposal), to the extent that it requires Redarc to give a notice to the Purchaser; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (reinstatement of security agreement).

- 8.7 Notices or documents required or permitted to be given to Redarc for the purposes of the PPSA must be given in accordance with the PPSA.
- 8.8 The Purchaser consents to Redarc effecting a registration on the PPSA register (in any manner Redarc considers appropriate) in relation to any security interest contemplated by these Trading Terms and the Purchaser agrees to provide all assistance reasonably required to facilitate this. The Purchaser waives the right to receive notice of a verification statement in relation to any registration on the register.
- 8.9 In this clause 8:
- (a) a reference to goods means the original goods supplied as described in each Invoice and also includes proceeds and Commingled Property when the context permits;
 - (b) paid means receipt of cash or cleared funds by Redarc in full satisfaction of the Amounts Owing;
 - (c) PPSA means the Personal Property Securities Act 2009 (Cth) and any regulations made pursuant to it;
 - (d) the following words have the respective meanings given to them in the PPSA: account, commingled, proceeds, purchase money security interest, register, registration, security interest and verification statement.

9. Delivery

- 9.1 Redarc makes no warranty as to the availability of any goods at the time the order is placed and the Purchaser acknowledges and accepts that this may impact the time of delivery. The estimated time frame for delivery of goods as specified in any quotation, on the Redarc website or in an order confirmation is based on the best estimates of Redarc at the time. Redarc will use its reasonable endeavours to effect delivery by the estimated time frame but does not guarantee that delivery will be effected by such time, and Redarc is not responsible for any delays in delivery.
- 9.2 Redarc may deliver the goods in parts. If goods are partly delivered, the Purchaser must accept the part-delivery and pay the percentage of the Purchase Price represented by the goods delivered.
- 9.3 Goods will be delivered to the address specified in the order.
- 9.4 Except in respect of Website Orders, the delivery of any goods will be conducted at the Purchaser's sole risk. Redarc is not responsible for the destruction, damage or loss of goods in transit and it is the responsibility of the Purchaser to arrange and pay for transit insurance if required.

10. Return of goods

- 10.1 The Purchaser must notify Redarc in writing within 10 days of receipt of the goods by the Purchaser (**Return Period**) of any fault or defect in the delivered goods (**Rejection Notice**). The Purchaser will be deemed to have accepted delivered goods unless Redarc receives a Rejection Notice within the Return Period. The Purchaser waives any right to reject or revoke acceptance after that time.
- 10.2 Redarc will not provide a refund for any returned goods purchased from Redarc unless the goods contain a fault or defect.
- 10.3 All goods returned for refund or credit must:
- (a) be a standard item that Redarc has in stock on a regular basis;
 - (b) except for faulty or defective goods, be accompanied by original packaging, remain unused and in original condition;
 - (c) be accompanied by the original proof of purchase or other relevant original documentation.
- 10.4 Freight to and from Redarc on all returns which are not found to be faulty is to be borne by the Purchaser.
- 10.5 Provided that both clause 10.2 and clause 10.3 are satisfied, the Purchaser may return goods for a credit note, or a refund. An inspection and re-stocking charge of 15% calculated on the Purchase Price of the returned goods shall apply for non-faulty goods.
- 10.6 Redarc, may in its sole absolute discretion permit the Purchaser to return non-faulty goods

for credit. Non-faulty goods will only be considered for return if the Purchaser satisfies clause 10.3. All non-faulty goods accepted by Redarc will incur an inspection and re-stocking charge which will be calculated on the Purchase Price of the returned goods as follows:

- (a) goods returned within 15 days after the expiration of the Return Period will incur a 20% charge;
- (b) goods returned within 45 days after the expiration of the Return Period will incur a 25% charge;
- (c) goods returned 45 days or more after the expiration of the Return Period will incur a 30% charge.

11. Warranties and release

- 11.1 Redarc gives the warranties specified in the Warranty and to the maximum permitted by law excludes all other warranties as to the goods.
- 11.2 To the maximum extent permitted by law, Redarc excludes all liability in respect of the goods. To the extent that Redarc is not able to exclude liability under law, then to the maximum extent permitted by law Redarc's liability under the Warranty or otherwise in respect of the goods is limited as in accordance with the Warranty.
- 11.3 Other than specifically stated in these Trading Terms and to the maximum extent permitted by law, Redarc is not liable for and the Purchaser hereby releases Redarc from any consequential loss or damages of any type including without limitation incidental, special, indirect, punitive or otherwise, including loss of profit, whatever the claim (tort, breach of contract or warranty or otherwise) and whatever the forum, whether arising out of or in connection with the goods or any other cause whatsoever.
- 11.4 The Purchaser releases Redarc from all liability, in respect of personal injury or death or damage or loss of property of any person including the Purchaser or the Purchaser's employees agents or contractors, arising wholly or in part from the Purchaser's acts, omissions, negligence, breach of duty, breach of contract, or breach of the Contract.
- 11.5 In any event and without limiting the generality of the foregoing, Redarc's liability for any breach of a term, condition or warranty not excluded by the Contract will be limited to the replacement of goods delivered or the payment of the cost of replacing the goods or acquiring equivalent goods from an alternate supplier and/or the resupply of any services rendered or the cost of having those services resupplied.

12. Purchaser's acknowledgements

- 12.1 The Purchaser acknowledges that:
 - (a) Redarc makes available on its website the specifications for the goods that it supplies;
 - (b) If a specification is unavailable on the website, the Purchaser may request a copy of the respective specification directly from Redarc and Redarc will provide the specification to the Purchaser;
 - (c) Any operating parameters of the goods as outlined in a specification have been determined based on laboratory testing under laboratory conditions and the actual performance of the goods may be affected by external factors (including without limitation environmental conditions) specific to the Purchaser's use.
- 12.2 The Purchaser acknowledges that it is solely responsible for determining whether the goods will be suitable for any use contemplated by the Purchaser. Redarc recommends that prior to placing an order, the Purchaser investigates and considers all matters that may be relevant to the Purchaser's intended use, including without limitation:
 - (a) the operating and/or performance parameters of the goods;
 - (b) the outcomes that the goods may achieve;
 - (c) the suitability of the goods to any particular application, installation or physical environment; and
 - (d) the appropriateness of the use of the goods if being used outside Australia.
- 12.3 The Purchaser acknowledges and agrees that:
 - (a) incorrect and/or negligent installation, application or use of the goods may

cause loss of life, injury and/or damage to property; and

- (b) to the maximum extent permitted by law, Redarc shall not be liable for any Claims, damages, costs (including without limitation legal costs on a full indemnity basis), losses, liabilities and expenses arising from those matters referred to in clause 12.2 and 12.3(a).

13. Intellectual Property

- 13.1 The Purchaser must not deface or remove any mark, label or plate affixed by Redarc on the goods.
- 13.2 The Purchaser acknowledges that all Intellectual Property in the goods is the property of Redarc.
- 13.3 The Purchaser must not and must not cause, permit or assist any other person directly or indirectly to:
- (a) copy any Intellectual Property in the goods or record or replicate it by any other means;
 - (b) make copies of or replicate the goods; or
 - (c) translate, reverse engineer, decompile or disassemble the goods.

14. Privacy

- 14.1 Redarc will use all information collected from you in accordance with Redarc's Privacy Policy. A copy of this policy is available on Redarc's Website or from Redarc upon request.

15. Taxation and Duties

- 15.1 In respect of Website Orders, any amounts payable to Redarc are inclusive of GST. In respect of other orders, any amounts payable to Redarc are exclusive of GST unless specified otherwise. Any government charges or duties, including sales tax, GST, use or excise taxes or similar taxes, are payable by the Purchaser.

16. Variation of Terms

- 16.1 The Trading Terms will be available on the Redarc Website and may be modified from time to time. The Trading Terms available on the Website at the time the order is placed will apply to the order. The Purchaser should review the Trading Terms at time of placing an order.

17. Miscellaneous

- 17.1 If any term of the Contract is void, voidable or unenforceable, the term will be read-down, limited or, if necessary, excluded to the extent necessary to make it not void, voidable or unenforceable, and all other terms will remain in full force and effect.
- 17.2 Any waiver or relaxation by Redarc of any provision of or right under the Contract is only valid if in writing and signed by Redarc.
- 17.3 The Contract constitutes the entire agreement between Redarc and the Purchaser and may not be varied or waived except as agreed to in writing by the parties.
- 17.4 No course of dealing or performance, usage of trade or failure to enforce any term will or will be construed to modify the terms of the Contract.
- 17.5 The Contract is governed by and construed in accordance with the law from time to time in the State of South Australia and the Purchaser agrees to submit to the non-exclusive jurisdiction of the courts of South Australia and the courts which hear appeals from them.

18. Definitions

In these Trading Terms:

Claims means any cost, demand, legal proceedings, claims, actions, fines, penalties, obligation or liabilities of any nature;

Contract means the contract between Redarc and the Purchaser for the purchase of goods and/or services on the terms referred to in clause 1.

Credit Account means the Purchaser's credit facility with Redarc;

Credit Terms means the terms and conditions applicable to any credit application to Redarc signed by or on behalf of the Purchaser;

Event of Default means:

- (a) the Purchase Price has fallen due for payment and the Purchaser has not made payment within five business days of receiving a written demand from Redarc; or

(b) the Purchaser commits an act of Insolvency.

GST means a tax, duty, levy, charge or deduction, imposed by GST Law and any related interest, penalties, fines or other charges;

GST Law means the A New Tax System (Goods and Services Tax) Act 1999, or any other act imposing a goods and services tax in Australia;

Incoterms means Incoterms® 2020.

Insolvency means:

- (a) the Purchaser, not being a company committing an act of bankruptcy, making a proposal to its creditors for a composition or arrangement under the Bankruptcy Act or if any other act or event occurs that would entitle a petition for a bankruptcy order to be made;
- (b) the Purchaser, being a company, having a receiver or administrator appointed or doing, or omitting to do anything which would permit such an appointment to occur.

Intellectual Property includes the rights comprised in any patent, copyright, future copyright, design, trade mark, eligible layout, business name, brand name, trading style or similar right whether at common law or conferred by statute and includes rights to apply for registration under a statute in respect of those or like rights as well as rights to protect trade secrets, know-how, confidential information or unpatented production methods or technical information throughout the world for the full period of the rights and all renewals and extensions and all other rights with respect to intellectual property as defined in Article 2 of the July 1967 Convention Establishing the World Intellectual Property Organisation;

Invoice includes any invoice issued to the Purchaser for goods and/or services supplied to the Purchaser by Redarc;

Purchase Order means a purchase order provided by the Purchaser in accordance with clause 1.1(b). or clause 1.1(c).

Purchase Price means the amount or amounts specified on the Website, in a quotation, in an order confirmation or in an Invoice (as the case may be) and if applicable includes the actual cost of delivery of the goods to the Purchaser and GST;

Warranty means the warranty document provided with goods supplied by Redarc, or located on the Redarc warranty website <https://www.redarcelectronics.com/au/warranty>.

Website means the Redarc website <https://www.redarcelectronics.com/au/>.