

Trading Terms and Conditions

It is important that Ingeniq and the Buyer agree on the terms and conditions on which business is to be transacted. These Trading Terms and Conditions apply to all sales of Goods and Services by Ingeniq to the Buyer. These Terms and Conditions are current for trading with Ingeniq at the time of issue; however they may vary from time to time. Current Trading Terms and Conditions can be seen on our website, www.Ingeniq.com.au

INTERPRETATION

In these conditions unless otherwise indicated by context:

Ingeniq® is a registered trade mark and wholly owned business division of Digital Networks Australia Pty Ltd. Digital Networks Australia Pty Ltd trades as Ingeniq® using the trademark and as such all legal requirements and agreements including contracts, notices, insurances, taxes and terms of trade are matters for Digital Networks Australia Pty Ltd.

“Additional Charges” includes all delivery and handling charges, Goods and Services Tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Buyer to Ingeniq arising out of the sale of the Goods, or provision of the Services.

“Business Day” means a day that is not Saturday, Sunday, public holiday or a bank holiday in Australia.

“Buyer” means an organisation or individual that agrees to buy Goods or Services for its own business purposes and/or is authorised by Ingeniq to resell some or all of the Goods or Services supplied by Ingeniq.

“Collateral” means all the Buyer’s present and after-acquired property. It includes anything in respect of which the Buyer has at any time a sufficient right, interest or power to grant a security interest.

“Control Event” means:

In respect of any Collateral that is, or would have been, a Revolving Asset:

- (a) the Buyer breaches, or attempts to breach clause 8.1.1 (“Restricted dealings”) in respect of the Collateral or takes any step which would result in it doing so; or
- (b) a person takes a step (including signing a notice or direction) which may result in Taxes, or an amount owing to an authority, ranking ahead of the security interest in the Collateral under this document; or
- (c) distress is levied or a judgment, order or Security is enforced [or a creditor takes any step to levy distress or enforce a judgment, order or Security, over the Collateral; or
- (d) Ingeniq gives a notice to the Buyer that the Collateral is not a Revolving Asset. However, Ingeniq may only give a notice if [Ingeniq reasonably considers that it is necessary to do so to protect its rights under this document or if an Event of Default is continuing; or
- (e) a voluntary administrator, liquidator or provisional liquidator is appointed in respect of the Buyer or the winding up of the Buyer begins; or
- (f) a receiver, receiver and manager or controller is appointed to any of the Buyer’s property; or
- (g) something having a substantially similar effect to paragraph (e) or (f) happens under any law.

“Ingeniq” means Digital Networks Australia Pty Limited, ABN 66 060 294 895 trading as Ingeniq.

“Goods” means the goods sold to the Buyer by Ingeniq.

“GST” means goods and services tax imposed under the A New Tax System (Goods and Services Tax) Act 1999 (Cth)

“Intellectual Property Rights” means patent rights (including but not limited to rights in patent applications or disclosures and rights or priority), copyright (including but not limited to rights in audiovisual works and moral rights), trade secret rights, and other intellectual property rights recognised by the law of each applicable jurisdiction,

“Pre-Paid” means the Buyer is required to pay for all Goods and Services in full prior to delivery of the Goods and Services.

“PPSA” means the Personal Property Securities Act 2009 (Cth);

“Purchase Price” means the list price for the Goods or Services as charged by Ingeniq as at the date of delivery of the Goods or the date of provision of Services or such other price as may be agreed by Ingeniq from time to time and the Buyer prior to delivery of the Goods or provision of the Services.

“Revolving Asset” means any Collateral:

- (1) which is:
 - (a) inventory;
 - (b) a negotiable instrument;

- (c) machinery, plant, or equipment which is not inventory and has a value of less than A\$1,000 or its equivalent;
 - (d) money (including money withdrawn or transferred to a third party from an account of the Buyer with a bank or other financial institution); and
- (2) in relation to which no Control Event has occurred, subject to clause 8.1.4 (“Conversion to Revolving Assets”).

“Secured Money” means any money payable by the Buyer under this Agreement.

“Services” means the services provided to the Buyer by Ingeniq.

“Terms” means these Trading Terms and Conditions and any annexures or schedules.

“Vendor” means Manufacturer/Supplier.

1. TRADE CREDIT FACILITIES

- 1.1. A new Buyer is required to trade on a Pre-Paid basis unless a credit facility has been agreed to in writing by Ingeniq
- 1.2. A Buyer with a reasonable trading history with Ingeniq may establish a credit facility upon completion and subsequent approval of an ‘Application for Credit’. Until such time as credit is approved, all purchases shall be on a Pre-Paid basis.
- 1.3. If Ingeniq agree to provide the Buyer with credit, the Buyer agrees that Ingeniq may
- 1.1.1. obtain a credit report from credit reporting agencies or other credit providers for the purpose of assessing this and any other application which the Buyer may make for commercial credit;
 - 1.1.2. obtain information from any other credit providers from time to time for the purpose of reviewing and assessing the Buyer’s commercial credit worthiness;
 - 1.1.3. disclose or discuss with any credit providers or any credit reporting agencies, any prospective guarantor and any person or body agreeing or considering whether to agree to be liable for any credit to be made available to the Buyer, any information in the Buyer’s possession relating to the Buyer’s application and the administration of Ingeniq’s credit facilities.
- 1.4. If the Buyer does not purchase Goods or Services from Ingeniq within any six (6) month period, the offer of trade credit may be revoked and Buyer will be advised that payment terms will revert to a Pre-Paid arrangement.

2. ORDER FOR GOODS AND SERVICES

- 2.1. Orders may be submitted by the following methods:
- 2.1.1. electronic form via the Ingeniq website (www.ingeniq.com.au); or
 - 2.1.2. by phone, facsimile, or email.
- 2.2 To ensure prompt processing and delivery of the Goods and Services, the following information is required by Ingeniq:
- Company name
 - Contact Name
 - Contact Phone Number
 - Email Address
 - Delivery Address (note: a P.O. Box address is not accepted for deliveries)
 - Postal Address (for accounts)
 - Product code with description, and quantity
 - Payment or account details where applicable
 - Whether part shipments are acceptable.
- 2.3 Invoices are never shipped with Goods and are always posted separately or emailed to a specified address. A purchase order given to Ingeniq is binding on Ingeniq and the Buyer, if:
- 2.1.1. an Order Acknowledgement is provided by Ingeniq; or
 - 2.1.2. the Goods and/or Services are supplied by Ingeniq in accordance with the order.
- 2.4 An acceptance of the order by Ingeniq is then to be an acceptance of these conditions of sale to the Buyer and these Terms will override any conditions contained in the Buyer’s order. Ingeniq reserves the right to accept a part only of any order by notifying the Buyer in writing or by delivering the Goods or supplying the Services to the Buyer. No order is binding on Ingeniq until acknowledged by it.

3. CANCELLATION OF ORDERS

- 3.1. An order which has been accepted in whole or in part by Ingeniq by issue of an Order Acknowledgement cannot be cancelled by the Buyer without obtaining the prior written approval of Ingeniq, which it may refuse in its absolute discretion.
- 3.2. An order can only be cancelled before delivery. Cancellation of orders will be processed in accordance with the nature of the order and the status of the fulfillment and cannot be guaranteed to be granted.
- 3.3. In addition to any cancellation fee levied by the Vendor, Ingeniq reserves the right to charge an additional cancellation fee. Where such a fee shall apply the Buyer will be notified in writing
- 3.4. The Buyer will not be entitled to cancel the whole or part of the order or to claim compensation by reason of Ingeniq's failure to comply with the delivery requirements or minor variations to the Goods as a result of changes to the Vendor's manufacturing process or specifications.

4. DELIVERY

- 4.1. Ingeniq endeavours to maintain inventory of most Goods. Purchase orders received and approved before 4:00PM on a Business Day can usually be dispatched on the same day, dependent on stock availability, quantity and freight method.
- 4.2. The Buyer may elect to use their own courier, if required. When using their own courier, the Buyer shall be responsible for contacting the courier company and organising for the Goods to be collected from Ingeniq warehouse or other location as specified by Ingeniq. Before arranging a courier, a Customer Service Representative from Ingeniq should be contacted for information regarding availability of Goods to be collected. Ingeniq takes no responsibility whatsoever for freight bills or errors and problems in shipping for deliveries using the Buyer's own courier.
- 4.3. The times quoted for delivery are estimates only and Ingeniq accepts no liability for failure or delay in delivery of Goods or Services. The Buyer is not relieved of any obligation to accept or pay for Goods or Services by reason of any delay in delivery. Goods and Services may be delivered by installments at the discretion of Ingeniq where the Buyer has agreed to partial shipments.
- 4.4. Delivery Terms for hardware Goods to the Buyer's delivery addresses within Australia will be free in store where the order value is greater than \$500 excluding GST. Where the value of the order is less than \$500 excluding GST a shipping charge of \$20 will be charged to the Buyer. Shipping method shall be at the discretion of Ingeniq. Buyer may change the method of delivery and pay the full cost of the alternative method.
- 4.5. For all export deliveries the shipping terms are EXW (ex Works).
- 4.6. Risk in accepting the Goods passes on point of delivery to the Buyer, or collection of the Goods by the Buyer's Courier.
- 4.7. All Additional Charges are payable by the Buyer in addition to the Purchase Price for the Goods or Services.
- 4.8. Any claims to be made against Ingeniq for short delivery or non-received Goods must be lodged with Ingeniq in writing within forty-eight (48) hours of the scheduled delivery time AND full particulars of the claim are provided within the same period of forty-eight (48) hours. A failure to make a claim within the above time frames constitutes acceptance in full of any delivery.

5. EVALUATION PRODUCT

- 5.1. Ingeniq has a wide range of software and hardware Goods available for evaluation. All Goods supplied for evaluation must be returned within fourteen (14) days unless otherwise specified.
- 5.2. In order to request an evaluation of physical Goods, Buyers shall complete a Ingeniq Loan Evaluation form and have it signed by an authorised company officer (director / accountant / purchasing manager).
- 5.3. On completion of the evaluation period, Goods are to be returned to Ingeniq as detailed for Credit Return. Any Goods that are returned damaged or incomplete must be paid for in full.

6. PRICE AND PAYMENT

All pricing excludes delivery charges and GST.

While every effort is made to ensure accuracy of information, Ingeniq takes no responsibility for any errors and/or omissions in price list contents.

Images and/or description of the goods may differ from the actual goods; images are for illustration purposes only. Ingeniq reserves the right to change the prices for Goods and Services at any time.

- 6.1. The Buyer must pay the Purchase Price and the Additional Charges to Ingeniq.

- 6.2. All payments are due within the credit terms offered on the "Credit Account Approval" sent by Ingeniq to the Buyer.
- 6.3. Pre-paid accounts are payable prior to delivery of the Goods or Services.
- 6.4. Failure to pay any account by the due date shall be deemed a breach of these terms and conditions.
- 6.5. If a payment is past the due date, Ingeniq may at its discretion withhold further deliveries, cancel a contract or revoke credit without prejudice to any of its existing rights. Ingeniq reserves the right to charge penalty interest on the overdue balance at the rate of 15% p.a., compounding monthly, until payment is received in full. In the event the Buyer's Credit Account is referred to a collection agency, the Buyer shall also pay all costs incurred by Ingeniq for actions taken by the collection agency.
- 6.6. Payment from the Buyer within Australia may be made by way of credit card, bank cheque, company cheque or electronic funds transfer. Credit cards accepted are MasterCard, Visa and American Express. Credit card surcharges may be passed on to the Buyer.
- 6.7. Payment from the Buyer outside Australia can only be made by direct deposit in either USD, NZD or AUD.
- 6.8. Credit card payment is not accepted from international customers. Payments from all Buyers outside Australia must be made by electronic funds transfer.
- 6.9. Upon receipt of funds Ingeniq will release goods for shipment.
- 6.10. Payments by company cheque are subject to bank clearance; typically two to three working days.

7. RETENTION OF TITLE

- 7.1. Ownership, title and property of the Goods remains with Ingeniq until payment in full for the Goods has been made. Until the date of payment:
 - 7.1.1. the Buyer has the right to sell the Goods in the ordinary course of business if an authorised officer of the Buyer has signed and returned the Ingeniq Reseller Application form;
 - 7.1.2. until the Goods have been sold by the Buyer in the ordinary course of the Buyer's business, the Buyer holds the Goods as bailee for Ingeniq ;
 - 7.1.3. the Goods supplied to the Buyer are always at the risk of the Buyer.
- 7.2. The Buyer is deemed to be in default immediately upon the happening of any of the following events:
 - 7.2.1. if payment to Ingeniq for the Goods is not made promptly before the due date for payment;
 - 7.3.1. if the Buyer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque drawn by the Buyer payable to Ingeniq is dishonoured;
- 7.3. In the event of a default by the Buyer, then without prejudice to any other rights which Ingeniq may have at law or under this contract:
 - 7.3.1. Ingeniq or its agents have the right to recover the Goods at its option and the Buyer is obliged to deliver up the Goods if so directed by Ingeniq or its agents, in accordance with the enforcement procedures outlined in Chapter 4 of the *Personal Property Securities Act 2009* (Cth) or any applicable legislation from time to time.

8. PPSR SECURITY

- 8.1. Grant of Security interest
 - 8.1.1. The Buyer grants a security interest in the Collateral to Ingeniq to secure payment of the Secured Money.
 - 8.1.2. To the extent any Collateral is not transferred, this security interest is a charge. If for any reason it is necessary to determine the nature of this charge, it is a floating charge over Revolving Assets and a fixed charge over all other Collateral.
 - 8.1.3. The Buyer agrees
 - 8.1.3.1. To execute any documents and provide all relevant information and full cooperation to Ingeniq to ensure Ingeniq has a perfected security interest in the Collateral under the PPSA;
 - 8.1.3.2. not to change the Buyer's name or contact details (including address) without Ingeniq's prior written consent; and
 - 8.1.3.3. that Ingeniq may register any financing statement, financing change statement or other documents and do all other things which are necessary or desirable to perfect and maintain Ingeniq security interest under this document, to preserve its interest in the Collateral and to realise Ingeniq's security interest with the agreed priority, at the Buyer's expense.
- 8.2. Dealings with Collateral
 - 8.1.1. Restricted dealings

The Buyer must not do, or agree to do, any of the following unless it is permitted to do so by clause 8.1.2. ("Permitted dealings") or another provision in this document:

- 8.2.1.1. create or allow another interest in any Collateral; or
- 8.2.1.2. dispose, or part with possession, of any Collateral.

8.1.2. Permitted dealings

The Buyer may do any of the following in the ordinary course of the Buyer's ordinary business unless it is prohibited from doing so by another provision in this document:

- 8.2.2.1. create or allow another interest in, or dispose or part with possession of, any Collateral which is a Revolving Asset; or
- 8.2.2.2. withdraw or transfer money from an account with a bank or other financial institution.

8.1.3. Revolving Assets

If a Control Event occurs in respect of any Collateral then automatically:

- 8.2.3.1. that Collateral is not (and immediately ceases to be) a Revolving Asset;
- 8.2.3.2. any floating charge over that Collateral immediately operates as a fixed charge; and
- 8.2.3.3. the Buyer may no longer deal with the Collateral under clause 8.1.2 ("Permitted dealings").

8.1.4. Conversion to Revolving Assets

If any Collateral is not, or ceases to be, a Revolving Asset, and becomes subject to a fixed charge or transfer under this clause, Ingeniq may give the Buyer a notice stating that, from a date specified in the notice, the Collateral specified in the notice is a Revolving Asset, or becomes subject to a floating charge or is transferred back to the Buyer. This may occur any number of times.

8.1.5. Inventory

Any inventory which is not, or ceases to be, a Revolving Asset is specifically appropriated to a security interest under this document. The Buyer may not remove it without obtaining the specific and express authority of Ingeniq to do so.

8.3. Statutory powers and notices

8.1.1. Exclusion of PPSA provisions

To the extent the law permits:

- 8.3.1.1. for the purposes of sections 115(1) and 115(7) of the PPSA:
 - 8.3.1.1.1. Ingeniq need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and
 - 8.3.1.1.2. sections 142 and 143 are excluded;
- 8.3.1.2. for the purposes of section 115(7) of the PPSA, Ingeniq need not comply with sections 132 and 137(3);
- 8.3.1.3. if the PPSA is amended after the date of this document to permit the Buyer and Ingeniq to agree to not comply with or to exclude other provisions of the PPSA, Ingeniq may notify the Buyer that any of these provisions is excluded, or that Ingeniq need not comply with any of these provisions, as notified to the Buyer by Ingeniq ; and
- 8.3.1.4. the Buyer agrees not to exercise its rights to make any request of Ingeniq under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.

8.1.2. Exercise of rights by Ingeniq

If Ingeniq exercises a right, power or remedy in connection with this document, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless Ingeniq states otherwise at the time of exercise. However, this clause does not apply to a right, power or remedy which can only be exercised under the PPSA.

8.1.3. No notice required unless mandatory

To the extent the law permits, the Buyer waives:

- 8.3.3.1. its rights to receive any notice that is required by:
 - 8.3.3.1.1. any provision of the PPSA (including a notice of a verification statement); or
 - 8.3.3.1.2. any other law before a Ingeniq or Receiver exercises a right, power or remedy; and
- 8.3.3.2. any time period that must otherwise lapse under any law before a Ingeniq or Receiver exercises a right, power or remedy.

If the law which requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one (1) day or the minimum period the law allows to be agreed (whichever is the longer).
However, nothing in this clause prohibits Ingeniq or any Receiver from giving a notice under the PPSA or any other law.

9. GOODS AND SERVICES TAX

- 9.1. Goods and Services Tax (GST) will be shown separately in the tax invoice for the sale of the Goods. The amount of GST payable in respect of the supply of the Goods is payable by the Buyer. The Buyer must indemnify Ingeniq in respect of GST paid and payable by Ingeniq for the supply of the Goods to the Buyer. Any amount payable by the Buyer under this clause is payable on demand by Ingeniq whether such demand is by means of invoice or otherwise.

10. CREDIT RETURNS

- 10.1. The Buyer may return Goods purchased from Ingeniq and receive a credit of the Purchase Price, subject to the following:
- 10.1.1. the Goods for return must have been issued a Return Authorisation (RA) number; **GOODS WILL NOT BE ACCEPTED WITHOUT A RA NUMBER.**
An RA number can only be issued once the following information is provided:
- Product Code
 - Product Description
 - Serial number (if applicable)
 - Invoice number and purchase date
 - Reason for return
- All freight charges and insurance for goods being returned are the responsibility of the Buyer. Returned goods not clearly labelled with the allocated RA number will not be accepted, and will be returned to the Buyer at their expense.
All goods to be returned must be appropriately packaged.
- 10.2. The Goods are returned to Ingeniq within seven (7) days of the invoice date;
- 10.3. The Goods are new and unused;
- 10.4. The Goods are in their original package which has not been damaged or altered; and
- 10.5. Ingeniq determines in its sole judgment that the Buyer is in good standing.
- 10.6. In addition to any restocking fee levied by the Vendor, Ingeniq reserves the right to charge a restocking fee of at least 25% of the sale price of the goods.

11. WARRANTY RETURNS

- 11.1. Ingeniq will honour the Vendor's warranty periods beginning from the Ingeniq invoice date. Defective Goods may be returned to Ingeniq subject to:
- 11.1.1. **the Defective Goods for return have been issued a Return Authorisation (RA) number. GOODS WILL NOT BE ACCEPTED WITHOUT A RA NUMBER.**
An RA number can only be issued once the following information is provided:
- Product Code
 - Product Description
 - Serial number (if applicable)
 - Invoice number and purchase date
 - Fault report
- All freight charges for goods being returned are the responsibility of the customer. Returned goods not clearly labelled with the allocated RA number will not be accepted, and will be returned to the sender at the sender's expense.
All goods to be returned must be appropriately packaged.
- 11.2. Returned goods must first be diagnosed as faulty before warranty returns will be processed.
- 11.3. A fee of \$185.00 excluding GST shall be charged for Goods returned for repair and tested as 'no fault found' (based on the Vendor's specifications and fault determination for the Goods).
- 11.4. Defective Goods will be returned to Vendor as per their standard warranty and returned when repaired.
- 11.5. The Buyer accepts any charges levied by the Vendor to Ingeniq and freight costs associated with the return of Defective Goods

12. REPAIR RETURNS

- 12.1. The Defective Goods for repair must have been issued a Return Material Authorisation (RA) number. **GOODS WILL NOT BE ACCEPTED WITHOUT A RA NUMBER.**
12.1.1. An RA number can only be issued once the following information is provided:
- Product Code
 - Product Description
 - Serial number (if applicable)
 - Invoice number and purchase date
 - Fault report
- 12.2. All freight charges for Goods being returned are the responsibility of the Buyer..

- 12.3. Returned Goods not clearly labelled with the allocated RA number will not be accepted, and will be returned to the Buyer at the Buyer's expense.
- 12.4. All Goods to be returned must be appropriately packaged to protect the Goods from damage in transit.
- 12.5. An initial technical inspection is made on all out of warranty goods returned for repair. The technical inspection fee is not less than \$150.
- 12.6. Goods returned for out of warranty repair must be accompanied by an official purchase order for the initial inspection fee and the cost of the repair. Please note the value of repairs to Goods out of warranty is subject to GST.

13. CREDITS

- 13.1. Credit notes for Goods returned in accordance with our Returns Policy are normally issued within seven (7) days following receipt of goods.
- 13.2. Where a credit note is available under a then applicable policy of Ingeniq, such adjustments shall be applied against an existing Buyer's account balances with Ingeniq or converted to a refund.
- 13.3. Goods suspected of being faulty that are returned for credit will require testing before credit notes can be issued. Where testing cannot be done by Ingeniq Engineers the Goods may need to be returned to the original manufacturer for testing, this may take up to twenty-eight (28) days from return shipment date to manufacturer before we can determine whether a credit note will be issued.
- 13.4. Requests for refunds are required in writing. For additional security we may request further company and contact information before issuing any refund. All refunds will be made either by cheque, electronic funds transfer to Buyer's bank account or by applying a credit against the credit card used for the original purchase. The actual method of refund will be in accordance with the payment method used for the original purchase.
- 13.5. In some circumstances, a replacement product or repair will be offered instead of a full refund. We will consult with you and act in accordance with relevant contracts, statutes and warranties. If we choose to have a product replaced or repaired, we will do this at our cost and return the product or its replacement to you.

14. BUYER DUTIES

- 14.1. The Buyer will:
 - 14.1.1. give proper consideration and weight to the interests of Ingeniq in all dealings and abide by any reasonable rules or instructions relating to the use, sale or performance of the Goods notified by Ingeniq to the Buyer.
 - 14.1.2. not make any representations or give any warranties or other benefits to the detriment of Ingeniq beyond those contained in Ingeniq's current terms and conditions.
 - 14.1.3. represent and warrant that it will not use the Goods or Services for unlawful purposes. Failure to do so will result in immediate termination of any Orders made by the Buyer.

15. EXPORT RESTRICTIONS

- 15.1. The Buyer will obtain all licenses, permits and approvals required by any government and will comply with all applicable laws, rules, policies and procedures of the Australian Government. The Buyer will indemnify and hold harmless Ingeniq for any violation or alleged violation by the Buyer of such laws, rules, policies and procedures.
- 15.2. For goods where the Vendor is domiciled in the United States or the European Union (EU), the Buyer understands and acknowledges that all obligations of Ingeniq to deliver and all the Buyer's obligations to accept and sell Equipment and sublicense software at locations outside the United States or the EU are subject to applicable export control laws. The Buyer agrees to cooperate in providing the information and assistance requested by the Vendor in connection with export licences and approvals. The Buyer will comply fully with all applicable laws relating to export and re-export of the Goods and the Buyer agrees not to sell any Goods covered by this Agreement to anyone else, if the sale would constitute a violation of any laws or regulations of the United States or the EU.

16. WARRANTIES

- 16.1. Certain laws imply terms, conditions and warranties ("Prescribed Terms") into contracts for the supply of goods or services and prohibit the exclusion, restriction or modification of such terms, conditions and warranties. The liability of Ingeniq in respect of a breach of a Prescribed Term is limited, to the extent permissible by law and at the option of Ingeniq:
- 16.2. In the case of Goods, to the:
 - 16.1.1. replacement of the Goods; or
 - 16.1.2. refund of the Purchase Price paid by the Buyer or issue of a credit adjustment.

- 16.3. In the case of Services to the:
16.1.1. Supply of the Services again.
- 16.4. Unless the terms and warranties are included in these Terms and Conditions, all prior discussions, quotations, warranties and Prescribed Terms, to the extent permitted by law, are excluded.

17. DISCLAIMER OF LIABILITY

- 17.1. The Goods and Services are sold "as is" and Ingeniq disclaims any and all other warranties, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, to the extent authorized by law. Without limitation of the foregoing Ingeniq does not expressly warrant that the Goods and Services will meet the Buyer's requirements or that the operation of the Goods and Services will be uninterrupted or error free. The Buyer assumes responsibility for selecting the Goods and Services to achieve its intended results, and for the results obtained from the Buyer's use of the Goods and Services. The Buyer shall bear the entire risk as to the quality and the performance of the Goods and Services.
- 17.2. To the extent permitted by law, Ingeniq will not be liable in contract, tort (including negligence) or otherwise, for any direct, indirect, special, consequential or punitive loss or damages or any loss or damages whatsoever, including (but not limited to) loss of use, data, or profits, arising out of or in connection with:
- The use, copying, or display of the contents of the Ingeniq website.
 - Goods or services supplied by Ingeniq under these Terms and Conditions of Trade.
 - A failure or omission on the part of Ingeniq to comply with its obligations under these Terms and Conditions of Trade.
 - Any statements, claims, representations or warranties made by the Buyer relating to the Goods other than as authorised by the Vendors own writings.

18. BUYER INDEMNITY

- 18.1. The Buyer agrees to indemnify, defend and hold harmless Ingeniq, its directors, managers, employees and the Vendor from and against any claims, liabilities, losses, damages causes of action or injuries, together with costs and expenses resulting from:
- 18.1.1. Any actions or omissions on the part of the Buyer in distributing or marketing the Goods
- 18.1.2. Any statements claims, representations or warranties made by the Buyer relating to the Goods other than as authorised by the Vendors own writings.
- 18.3 The Buyer will neither alter the Goods nor their design or packaging unless required by law and with prior written consent of Ingeniq. In particular the Buyer will not alter or remove warnings about the risks of improper use of the Goods, If the Buyer is in breach of this clause, the Buyer will indemnify Ingeniq within their internal relationship against product liability claims of third parties, provided that the Buyer is responsible for the defect causing liability.

19. VENDOR INDEMNIFICATION

- 19.1. Where required by the Vendor, Buyer shall also agree to the Vendor's indemnifications as listed in a separate Vendor specific schedule

20. GENERAL

- 20.1. These Terms are to be construed in accordance with the laws from time to time in the State of New South Wales.
- 20.2. All trademarks, brand names and product names remain the property of their respective owners.
- 20.3. These standard Terms contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.
- 20.4. Any conditions found to be void, unenforceable or illegal may, to that extent are severed from the Terms.
- 20.5. No waiver of any of these Terms or failure to exercise a right or remedy by Ingeniq will be considered to imply or constitute a further waiver by Ingeniq of the same or any other term, condition, right or remedy.
- 20.6. The Buyer shall not (i) remove, obscure or modify any label or other indication of copyright or other Intellectual Property Rights on the Goods; (ii) duplicate or reproduce any software or written material supplied by Vendor without the explicit written consent of Vendor; nor (iii) sell Goods other than in original, unmodified, unused condition.
- 20.7. The Buyer shall comply with all laws and regulations, including the payment of all fees and taxes and maintaining all licenses and permits, applicable to this Agreement.
- 20.8. Buyer shall not use for any purpose other than as contemplated by this Agreement, or divulge to any third party, any trade secrets, processes, techniques, designs, know how or other confidential information provided to Buyer by Ingeniq or Vendor.

21. LEGISLATION

21.1. These terms and conditions are governed by the *Personal Property Securities Act 2009* (Cth) as amended from time to time. Any capitalised words use in these terms and conditions but not defined herein shall take on the meaning of such defined words in the Act and if not defined in the Act, then its ordinary meaning.

22. ACCEPTANCE OF TERMS AND CONDITIONS

22.2 Submission of an order by the Buyer via the website, phone, facsimile or email is a deemed acceptance of these Trading Terms and Conditions.