

Trading Terms and Conditions

These Trading Terms & Conditions ("Terms") apply (unless otherwise previously agreed in writing) to the supply of Goods by the SIGNCOMM to a Customer from time to time. Any supply of Goods by the SIGNCOMM to the Customer made after the date of acceptance of these Terms is a supply pursuant to the supply agreement constituted by these Terms and the relevant order accepted by the SIGNCOMM ('Agreement') and any such supply does not give rise to a new or separate agreement.

1 Interpretation

In these terms unless the contrary intention appears:

"**SIGNCOMM**" means Signage Communication Pty Ltd, ABN 50622149213.

"**Additional Charges**" includes all delivery, handling and storage 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 Customer to SIGNCOMM arising out of the sale of the Goods.

"**Customer**" means the person to or for whom the Goods are to be supplied by SIGNCOMM.

"**Goods**" means the goods sold to the Customer by SIGNCOMM and includes any services provided by SIGNCOMM to Customer.

"**PPSA**" means the *Personal Property Securities Act 2009 (Cth)*.

"**Purchase Price**" means the list price for the goods as charged by SIGNCOMM at the date of delivery or such other price as may be agreed by SIGNCOMM and the Customer prior to delivery of the Goods.

2 Order for Goods

2.1 An order given to SIGNCOMM is binding on SIGNCOMM and the Customer, if:

2.1.1 a written acceptance is signed for or on behalf of SIGNCOMM; or

2.1.2 the Goods are supplied by SIGNCOMM in accordance with the order.

2.2 An acceptance of the order by SIGNCOMM is then to be an acceptance of these Terms by SIGNCOMM and the Customer and these Terms will override any conditions contained in the Customer's order. SIGNCOMM reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods to the Customer. No order is binding on SIGNCOMM until accepted by it.

2.3 An order which has been accepted in whole or in part by SIGNCOMM cannot be cancelled by the Customer without obtaining the prior written approval of SIGNCOMM, which it may refuse in its absolute discretion.

3 Warranties

3.1 SIGNCOMM liability is limited, to the extent permissible by law and at SIGNCOMM's option to:

3.1.1 in relation to the Goods:

3.1.1.1 the replacement of the products or the supply of equivalent products; or

3.1.1.2 the repair of the products

3.1.2 Where the Goods are services:

3.1.2.1 the supply of service again.

3.1.2.2

3.1.3 Any claims to be made against SIGNCOMM for short delivery of Goods must be lodged with SIGNCOMM in writing within 7 days of the delivery date.

3.2 To the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms or in an express warranty document published by SIGNCOMM are excluded and SIGNCOMM is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate Customer for:

- 3.2.1 any increased costs or expenses;
- 3.2.2 any loss of profit, revenue, business, contracts or anticipated savings;
- 3.2.3 any loss or expense resulting from a claim by a third party; or
- 3.2.4 any special, indirect or consequential loss or damage of any nature whatsoever caused by SIGNCOMM's failure to complete or delay in completing the order to deliver the Goods.

4 Delivery

- 4.1 The times quoted for delivery are estimates only and SIGNCOMM accepts no liability for failure or delay in delivery of Goods. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of SIGNCOMM.
- 4.2 Risk in accepting the Goods passes on delivery to the Customer.
- 4.3 All Additional Charges are payable by the Customer in addition to the Purchase Price of the Goods.
- 4.4 Return of Goods will not be accepted by SIGNCOMM except by prior agreement in writing with SIGNCOMM. Any Goods returned will be subject to a restocking charge of 20% of the Purchase Price of those Goods.

5 Price and Payment

- 5.1 The Customer must pay the Purchase Price and the Additional Charges to SIGNCOMM.
- 5.2 If the Customer is in default, SIGNCOMM may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.
- 5.3 All payments are due within 30 days end of month. Interest is charged at the rate of 2.0% from the expiry of that period until the date payment is received by SIGNCOMM.
- 5.4 All amounts payable by the Customer under these Terms must be paid without set-off or counter claim of any kind.

6 Retention of Title

- 6.1 Ownership, title and property in the Goods and in the proceeds of sale of those Goods remains with SIGNCOMM until payment in full for the Goods and all sums due and owing by the Customer to SIGNCOMM on any account has been made. Until the date of payment:
 - 6.1.1 the Customer has the right to sell the Goods in the ordinary course of business;
 - 6.1.2 the Goods are always at the risk of the Customer.
- 6.2 The Customer is deemed to be in default immediately upon the happening of any of the following events:
 - 6.2.1 if any payment to SIGNCOMM is not made promptly before the due date for payment;
 - 6.2.2 if the Customer 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 or bill of exchange drawn by the Customer payable to SIGNCOMM is dishonoured;
- 6.3 In the event of a default by the Customer, then without prejudice to any other rights which SIGNCOMM may have at law or under this Agreement:
 - 6.3.1 SIGNCOMM or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods.
 - 6.3.2 SIGNCOMM may recover and resell the Goods;
 - 6.3.3 if the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, SIGNCOMM may in its absolute discretion seize all goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of SIGNCOMM and the Customer may be ascertained. SIGNCOMM must promptly return to the Customer any goods the property of the Customer and SIGNCOMM is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods.

6.3.4 In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for SIGNCOMM. Such part will be an amount equal in dollar terms to the amount owing by the Customer to the SIGNCOMM at the time of the receipt of such proceeds. The Customer will pay SIGNCOMM such funds held in trust upon the demand of SIGNCOMM.

6.4 Separately, Customer hereby charges all its right, title and interest to and in the proceeds of sale of the Collateral (as defined in the PPSA) as original collateral, or any of it, in favour of the SIGNCOMM.

7 PPSA

7.1 Defined terms in this clause have the same meaning as given to them in the PPSA.

7.2 SIGNCOMM and the Customer acknowledge that these Terms constitute a Security Agreement and entitle the SIGNCOMM to claim:

7.2.1 a Purchase Money Security Interest ("PMSI") in favour of SIGNCOMM over the Collateral supplied or to be supplied to the Customer as Grantor pursuant to these Terms; and

7.2.2 a security interest over the proceeds of sale of the Collateral referred to in (a) as original collateral.

7.3 The goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other Goods" acquired by the Customer pursuant to these Terms.

7.4 The Proceeds of sale of the Collateral referred to in clause 7.2.1 falls within the PPSA classification of "Account".

7.5 SIGNCOMM and the Customer acknowledge that SIGNCOMM, as Secured Party, is entitled to register its Security Interest in the Collateral supplied or to be supplied to Customer pursuant to these Terms and in the relevant Proceeds.

7.6 To the extent permissible at law, the Customer:

7.6.1 waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer to SIGNCOMM.

7.6.2 agrees to indemnify SIGNCOMM on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;

7.6.2.1 registration or amendment or discharge of any Financing Statement registered by or on behalf of SIGNCOMM; and

7.6.2.2 enforcement or attempted enforcement of any Security Interest granted to SIGNCOMM by the Customer;

7.6.3 agrees that nothing in sections 130 and 143 of the PPSA will apply to these Terms or the Security under these Terms;

7.6.4 agrees to waive its right to do any of the following under the PPSA:

7.6.4.1 receive notice of removal of an Accession under section 95;

7.6.4.2 receive notice of an intention to seize Collateral under section 123;

7.6.4.3 object to the purchase of the Collateral by the Secured Party under section 129;

7.6.4.4 receive notice of disposal of Collateral under section 130;

7.6.4.5 receive a Statement of Account if there is no disposal under section 132(4);

7.6.4.6 receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.

7.6.4.7 receive notice of retention of Collateral under section 135;

7.6.4.8 redeem the Collateral under section 142; and

7.6.4.9 reinstate the Security Agreement under section 143.

7.6.5 All payments received from the Customer must be applied in accordance with section 14(6)(c) of the PPSA.

8 On-Sale

The Customer agrees that upon the on-sale of any Goods to third parties, it will:

- 8.1 inform any third party involved of these Terms;
- 8.2 inform any third party of SIGNCOMM's product warranties if any; and
- 8.3 not make any misrepresentations to third parties about the Goods.

9 Trustee Capacity

If Customer is the trustee of a trust (whether disclosed to SIGNCOMM or not), Customer warrants to SIGNCOMM that:

- 9.1 Customer enters into this Agreement in both its capacity as trustee and in its personal capacity;
- 9.2 Customer has the right to be indemnified out of trust assets;
- 9.3 Customer has the power under the trust deed to enter into this Agreement; and
- 9.4 Customer will not retire as trustee of the trust or appoint any new or additional trustee without first advising the SIGNCOMM.

10 Indemnity

To the full extent permitted by law, Customer will indemnify SIGNCOMM and keep SIGNCOMM indemnified from and against any liability and any loss or damage SIGNCOMM may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms by Customer or its representatives.

11 General

- 11.1 These Terms are to be construed in accordance with the laws from time to time in the State of New South Wales and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect to any proceedings in connection with these Terms.
- 11.2 These 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.
- 11.3 Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Agreement.
- 11.4 No waiver of any of these Terms or failure to exercise a right or remedy by SIGNCOMM will be considered to imply or constitute a further waiver by SIGNCOMM of the same or any other term, condition, right or remedy.

Initial _____