



Imerge Networks Pty Ltd
Trading as IndustryIQ
ABN 54 092 599 230
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Tel: (07) 3889 9329 Fax (07) 3889 9330

Standard Conditions of Sale

1. Imerge Networks Pty Ltd (also trading as IndustryIQ) will be known as "The Company" in these Standard Conditions of Sale. "The Customer" is that person or entity obtaining products, goods or services from the Company.
2. Credit may be extended at the sole and absolute discretion of the Company. If credit is granted, payment terms are strictly 30 days from the end of the month following the date of invoice.
3. Credit limits granted may not be exceeded without the written prior consent of the Company. Credit limits are subject to periodic review and change without notice.
4. The Customer must advise the Company immediately upon any change of ownership or change in financial circumstances.
5. Unless otherwise requested in writing, the Company will despatch all products at the earliest possible date to the Customer's normal place of business, with the price of such transport to the Customer's account.
6. The Company reserves the right to require a minimum order value, or to levy an administration charge on orders below such value. If this right is exercised, the Customer will be advised at the time of order.
7. Delivery times quoted are estimates only, and failure to meet such estimates does not release the Customer from the obligation to accept and pay for all goods ordered. No liability is assumed by the Company for damages or losses attributable to the failure to deliver, or to meet estimated delivery times.
8. The Customer shall indemnify the Company against any expenses, damages, costs or losses resulting from infringement of patents or trademarks or otherwise arising from compliance with the Customer's designs, specifications or instructions.
9. Specifications and performance descriptions of products provided are approximate and are subject to normal tolerances and to the conditions under which the products are used.
10. Notices given by the Company to the Customer shall be deemed to have been given and received 3 days after mailing to the registered business address of the Customer; or immediately upon delivery to the Customer's registered business address; or immediately upon facsimile transmission to the Customer's usual number.
11. Goods returned will only be accepted for credit if returned in the same condition as initially delivered by the Company to the Customer and if returned and received by the Company within 14 days from the initial delivery. Built-to-order products are not accepted for credit, and the Company may at its discretion charge a restocking fee on any and all returns. This clause does not apply to faulty goods, where the Company acknowledges the Customer's right to statutory guarantees under various State, Territory, and Commonwealth laws. Nothing in these Conditions purports to modify or exclude such statutory rights. Except as specifically detailed in these Conditions, the Company makes no warranties or other representations beyond such statutory guarantees, and the Company's liability is limited to the fullest extent possible under law.
12. The Customer hereby acknowledges that, should any amount not be paid on the due date, or any payment by cheque be not honoured, the entire balance then

outstanding shall immediately become due and payable without any notice of whatsoever nature. The Customer agrees that interest on overdue balances of 0.05% per day compounded monthly may be charged to the Customer's account at the discretion of the Company.

13. In the event of the Company instructing its solicitors or other agent to collect an overdue amount all legal fees and collection charges and tracing agents' fees shall be borne by the Customer and all payments made shall firstly be allocated towards such fees and charges thereafter to interest and finally to capital.
14. The Customer hereby consents to the jurisdiction of the Laws of Queensland Australia for all actions which may be instituted against it for the recovery of any amounts owing to the Company.
15. (a) Goods supplied by the Company to the Customer will be at the Customer's risk upon delivery to the Customer or into the custody of the Customer or their agent (whichever the sooner), and the Customer must insure the goods thereafter against loss or damage.

(b) Ownership of the goods supplied by the Company will not pass to the Customer and will remain with the Company until such time as the subject goods and all other goods and services supplied by the Company to the Customer are paid for in full, and all debts owing by the Customer to the Company from any other cause have been paid in full.

(c) Pending such payment in full, the Customer shall hold the goods as bailee for the Company, and shall return the goods to the Company immediately if so requested. Notwithstanding the foregoing, the customer as fiduciary may sell or deal with the goods in the ordinary course of its business, but the Customer must not represent to any third party that it is acting for the Company. The Company will not be bound by any contracts with third parties to which the Customer is party. The proceeds of the sale of or dealings with the goods by the Customer must be held in trust for the Company, and used to make such payments to the Company as fall due from time to time, or upon demand.

(d) Until such time as the goods have been paid for in full and all other debts discharged by the Customer, the Customer must store the goods in such a manner as to clearly identify them as the property of the Company.

(e) The Customer irrevocably agrees and undertakes that the Company and its servants or agents will have the right forthwith (and without prejudice to any other rights the Company may have pursuant to these Standard Conditions of Sale or at law or in equity) without notice or demand to immediately enter upon any premises occupied by the Customer to search for and take possession of the goods. Where possible, and to the extent permitted by law, the Company may disconnect or sever in any way whatsoever as may be necessary to remove the goods from other items to which they may be attached or incorporated.
16. The terms and conditions contained herein constitute the entire Agreement between the parties, and any previous arrangements or agreements between them in respect of the subject matter herein is suspended. No amendment or variation to the terms and conditions herein shall be of any force and effect unless in writing and signed by both the Company and the Customer. No representations have been made by the Company or on its behalf which have induced the Customer to enter into this Agreement.

17. No relaxation or indulgence granted by the Company to the Customer shall be deemed as a waiver of any rights of the Company in terms of this Agreement and such relaxation or indulgence shall not be deemed a variation of any terms and conditions of this Agreement. A delay in enforcement by the Company of any rights under this Agreement is not a waiver of those rights.
18. If a provision of these Conditions would, but for this clause, be unenforceable, the provision must be read down to the extent necessary to avoid the result; and if the provision cannot be read down to that extent, it must be severed without effecting the validity and enforceability of the remainder of these Conditions.
19. To the extent that the Company owns intellectual property, copyright and design rights in and to the products and any associated documentation, the Company will retain ownership of all those intellectual property, copyright and design rights in and to the products and any associated documentation. To the extent that the Company owns documentation produced in connection with the products it will retain the ownership of any associated documentation produced in connection with the products.
20. The Customer agrees to the Company collecting, using and disclosing personal information of the Customer for various purposes, including to:
 - a) assess creditworthiness
 - b) supply the Products to the Customer and manage the Customer's account;
 - c) communicate to the Customer about the products which the Company or its partners or affiliates may provide to the Customer; and
 - d) exercise rights and obligations under these Conditions.

The Company will collect information in relation to the Customer in accordance with the laws relating to the collection and disclosure of personal information under the Privacy Act 1988, Privacy Amendment Act 1990, and the Privacy Amendment (Private Sector) Act 2000.

21. To the extent permitted by law, the Company shall not be responsible for any loss or damage howsoever caused to the property or person of the Customer or any third party as a result of any defect or omission in the product or service supplied whether patent or latent, and the Customer indemnifies the Company against any claims made against it by any third party arising out of any such defects or omissions. The Company's liability for a faulty product is limited to repair or replacement of the products at its sole discretion.
22. Personal Property Securities Act (PPSA)
 - (a) The customer acknowledges that:
 - (i) if (pursuant to clause 15 or otherwise) the customer sells or otherwise disposes of the goods before the purchase price of goods has been paid in accordance with this agreement, it does so as the Company's fiduciary agent and the Proceeds of such sale or other disposal are also the property of the Company and are held by the customer in trust for the Company;
 - (ii) the retention of title by the Company in relation to goods which are supplied under this agreement gives rise to a Purchase Money Security Interest in the goods
 - (iii) the Company's rights and interest in Proceeds derived from the sale or disposal of the goods also constitute a Security Interest in such Proceeds
 - (b) Registration and verification statements
 - (i) the Company may, at its own expense, register any Security Interest granted under this agreement on the PPS Register in any manner it chooses. The customer must provide the Company with any information it requires for the purposes of effecting such registration.

(ii) For the purposes of section 157(3) of the PPSA, the customer irrevocably and unconditionally waives its right to receive any notice from the Company in connection with the registration of a Security Interest arising under this agreement.

(c) Further assurances – The customer agrees to take such steps as the Company reasonably requires to perfect or otherwise ensure the enforceability and first ranking priority of any Security Interest granted to it under this agreement, including by:

- (i) obtaining and giving consents;
- (ii) producing and providing receipts;
- (iii) attending to the signing of documents or procuring the signing of documents;
- (iv) facilitating the registration of any Security Interest on the PPS Register;
- (v) facilitating the giving of notice to any person, including any person who also has, or appears to have, a Security Interest over Relevant Collateral; and
- (vi) facilitating the exercise of the Company's right in enforcing any Security Interest.

(d) The Customer agrees to ensure that unless otherwise agreed in writing by the Company:

- (i) the goods do not become a fixture to any land;
- (ii) the goods do not become an Accession to other goods; and
- (iii) it takes such steps as the Company reasonably requires to prevent or remedy the affixation of the goods to any land or goods including by:
 - (A) procuring appropriate acknowledgements and consents from landlords, mortgagees and property owners; and
 - (B) detaching, or procuring the detachment of, the goods from any land or goods to which they become attached.

(e) The parties agree that as far as permitted by section 115 of the PPSA, the following sections of the PPSA will not apply : section 95 to the extent that it requires the Company to give notice, section 96, section 121(4), section 125 (obligation of Secured Party to dispose of or retain Collateral after seizure), section 127, sections 129(2) and 129(3), section 130 to the extent that it requires the Company to give any notice, section 132, section 134(2), section 135, sections 136(3) and 136(4), and 136(5), section 137, section 142, section 143.

(f) Seizure – Without limitation to any other provision of this agreement, it is a default of the customer under this agreement for the purposes of section 123(1) of the PPSA if any person with a Security Interest in Relevant Collateral seizes or becomes entitled to seize that Relevant Collateral without the consent of the Company.

In these Standard Conditions of Sale:

Accession has the meaning given in the PPSA.

Collateral has the meaning given in the PPSA.

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

PPS Lease has the meaning given in the PPSA.

PPS Register means the Personal Property Securities Register established under the PPSA.

Proceeds has the meaning given in the PPSA.

Purchase Money Security Interest has the meaning given in the PPSA.

Relevant Collateral means Collateral which is the subject of a Security Interest granted under this agreement.

Secured Party has the meaning given in the PPSA.

Security Interest has the meaning given in the PPSA.