

1. Agreement

This Contract is between Coastal Electrics Pty Ltd ACN 687 252 928 (**Coastal Electrics**) and the customer (**Customer**) relating to (a) the Products; and/or (b) the Services or (c) other transactions and is comprised of these Terms and Conditions and any Quotation provided separately by Coastal Electrics or to which these Terms and Conditions are attached.

2. Definitions

Claim means actions, suits, causes of action, debts, dues, costs, claims, liabilities, demands, damages losses, costs and expenses of any description or decisions, judgements and orders either at law or in equity or arising under any statute.

Consequential Loss means loss of product, loss of contract, loss of profit, loss of business reputation, loss of opportunities, loss of production, loss of revenue howsoever arising and whether in an action in contract, tort (including negligence), in equity, product liability, under statute or on any other basis.

Contract means Coastal Electrics' Quotation, these Terms and Conditions and any other document referred to therein.

Defect means any aspect of the Products or Services not in accordance with the Contract, or any damage, error, omission, non-conformity, malfunction, deficiency, fault or inadequacy in the design, performance, workmanship, quality or makeup of the Products or Services.

Defect Liability Period means

- (i) in relation to a Product, the period ending on the date which is 12 months following the date of actual delivery for the Products; or
- (ii) in relation to a Service, the period ending on the date which is 12 months following the date on which the Service has been completed by Coastal Electrics.

EXW means ex works, whereby Coastal Electrics makes a product available at a specific location at the cost of the Customer.

Force Majeure means any condition or circumstance that is out of the reasonable control of Coastal Electrics including but not limited to, equipment breakdown, flood, fire, storm, strike, industrial action or pandemic.

Product means the products, goods or materials provided by Coastal Electrics pursuant to the Contract or Purchase Order.

Purchase Order means a purchase order (if any) from the Customer for the purchase of Product or Services.

Quotation means the quotation (if any) issued to the Customer by Coastal Electrics for the Product and/or Services requested by the Customer.

Personnel mean any Coastal Electrics' employees or contractors.

Services means any electrical installation, engineering, maintenance, consulting or similar such services that may be provided by Coastal Electrics.

Site means the location (or locations) where the Services are to be performed and/or Product delivered.

Terms means these terms and conditions.

Work Order means a work order (if any) from:

- (i) a person acting on behalf of the Customer; or
- (ii) the Customer via phone or email, seeking or purporting to engage Coastal Electrics.

3. Quotation

3.1 Unless otherwise specified in the Contract, any Quotation provided by Coastal Electrics shall lapse and have no effect 30 days from the date of issue prior to acceptance by the Customer, unless stated otherwise by Coastal Electrics, and may be withdrawn by Coastal Electrics at any time prior to acceptance by the Customer for any reason.

3.2 Unless otherwise specified in the Contract, the price of the Product shall be on an EXW basis.

3.3 If the price of the Product is specified as not being EXW, then any associated costs incurred by Coastal Electrics which arise as a result of Coastal Electrics insuring or transporting Product to the point where the risk of loss passes to the Customer shall be invoiced to and paid by the Customer.

3.4 Coastal Electrics may vary any of the prices set out in its price list without notice to Customers.

3.5 The Customer will provide its tax file number, ABN and any information required for any GST or equivalent purposes on request from Coastal Electrics.

4. Commencement of Contract

4.1 This Contract will only be binding on Coastal Electrics upon execution of the Contract by Coastal Electrics or the commencement of provision of Product or Services by Coastal Electrics, whichever occurs earliest.

4.2 Any Customer Purchase Order or Work Order, if accepted by Coastal Electrics, is strictly and only subject to the terms of this Contract.

4.3 The Customer is taken to have accepted these Terms and the Quotation on the earliest of:

- (a) signing the Contract;
- (b) issuing a Purchase Order or Work Order to Coastal Electrics; or
- (c) accepting delivery of any Product or the provision of any Services.

4.4 These Terms prevail to the extent of any inconsistency with any terms put forward by the Customer (including in any Purchase Order, Work Order or other document). Any terms and conditions provided by the Customer are expressly rejected and do not apply, notwithstanding any provision to the contrary in the Customer's documents and regardless of whether such documents are issued before or after these Terms.

5. Delivery, testing and inspection of Product

5.1 Delivery of a Product will be deemed complete if the Product is delivered to the Customer at the Site or such other location as may be set out in the Quotation or Contract (as applicable).

5.2 Coastal Electrics will not be liable for any delay, failure or inability to deliver the Product for any reason outside of the control of Coastal Electrics. The Customer will not be entitled to terminate the Contract because of any delay in delivery.

5.3 Prior to delivery of the Product, Coastal Electrics may, at its own expense, carry out any tests on the Product in accordance with Coastal Electrics' standards and testing procedures. Any additional tests, procedures and associated documentation required by the Customer are at the Customer's expense.

6. Other charges

6.1 Any consumables provided by Coastal Electrics for the purpose of or pursuant to the Services will be charged to the Customer.

6.2 Coastal Electrics' price lists, invoices and statements exclude GST and government taxes unless expressly noted thereon.

6.3 If GST is payable on any supply made under or in connection with the Contract, the Customer must pay to Coastal Electrics an additional amount equal to the GST payable on that supply, at the same time as the consideration for the supply is payable and subject to Coastal Electrics providing a valid tax invoice.

7. Payment

7.1 Invoices provided by Coastal Electrics are payable only in Australian dollars, unless otherwise stated in the Quote.

7.2 Payment for Product and/or Services shall be made to Coastal Electrics in accordance with the invoice provided by Coastal Electrics to the Customer.

7.3 No payment due from or payable by the Customer shall be set-off or withheld on account of any Claim asserted by Customer.

7.4 Coastal Electrics may require the Customer to provide security for payment in a form acceptable by Coastal Electrics prior to the supply of any Product or Services.

7.5 If the Customer fails to pay any amount to Coastal Electrics when it is due, Coastal Electrics (in addition to any other rights it may have) shall be entitled to terminate the Contract pursuant to these Terms, without liability.

7.6 At its discretion, Coastal Electrics may require a deposit to be paid or advance payment of part or total of Product or Services on certain sales of Product or the supply of Services. Any such requirement, including as to the timing of the deposit, will be notified to the Customer in the Quotation.

7.7 The Customer is not entitled to withhold any payment by way of retention unless the terms and conditions of the retention are agreed in writing by Coastal Electrics.

7.8 Coastal Electrics may, at its discretion, set off or deduct from any amount it owes the Customer any amount owed by the Customer to Coastal Electrics under any Contract.

8. Workplace Health and Safety

8.1 Coastal Electrics and the Customer must:

- (a) make all reasonable attempts to ensure that all work carried out by Personnel complies with all workplace health and safety requirements in accordance with the laws of the State or Territory in which the work is carried out;
- (b) ensure that Personnel are not exposed to risks to their health or safety or hazards arising from the provision of work under these Terms;

(c) ensure that any equipment or facilities provided for use in the provision of work under these Terms are safe and without risks to health and safety when properly used;

(d) ensure that systems of work and the working environment are safe and without risks to health; and

(e) provide such information, instruction, training and supervision as may be necessary to ensure that the work provided under these Terms are provided without hazards or risks to health and safety.

9. Customer representations and warranties

9.1 The Customer represents and warrants that:

(a) it has full power and authority to enter into and perform its obligations under the Contract;

(b) all information provided to Coastal Electrics by or on behalf of the Customer is true and correct in all material respects and is not, whether by omission of information or otherwise, misleading; and

(c) it has not withheld from Coastal Electrics any document, information or other fact material to the decision of Coastal Electrics to enter into a contract with the Customer.

(d) if Coastal Electrics is engaged by a property manager, agent, or other such person acting on behalf of the Customer, such person entering into the Contract on behalf of the Customer:

(i) does so as an agent for the Customer;

(ii) warrants that it is duly authorised by the Customer to enter into the Contract on their behalf; and

(iii) warrants it holds sufficient funds in trust to cover the costs of the Services and/or Product supplied under the Contract.

9.2 If the Customer enters into this contract as the trustee of a trust, the Customer warrants in the Customer's capacity as trustee that:

(a) the trust was validly created and is in existence and the Customer is validly appointed as and is the sole trustee of the trust;

(b) The Customer will take any action necessary to ensure the assets of the trust are available to ensure performance of the Customer's obligations under this Contract and to satisfy any Claim by Coastal Electrics in connection with this Contract;

(c) The Customer has a right to be fully indemnified out of the assets of the trust in respect of obligations incurred under this Contract;

(d) the assets of the trust are sufficient to satisfy the right of indemnity referred to in clause 9.2(c) and all other obligations in respect of which the Customer has a right to be indemnified out of those assets; and

(e) The Customer has the power and authority under the terms of the trust to enter this Contract.

(f) the Customer (and any replacement or successor trustee of the trust) is liable under this Contract both in its personal capacity and in its capacity as trustee of the trust, and such liability is not limited to the assets of the trust or by any limitation on, or

the unavailability of, the Customer's (or replacement or successor trustee's) right of indemnity out of the assets of the trust.

9.3 The representations and warranties given in this clause 9 survive the Contract.

10. Coastal Electrics warranties and liability

10.1 All warranties, guarantees, conditions, rights and remedies, express or implied, in relation to the Product and/or Services, are hereby expressly excluded or limited (except to the extent such liability is legally incapable of being excluded or limited, including (but not limited to) liability in respect of any:

- (a) damage to the Product caused after risk passes;
- (b) injury, loss or damage arising out of any representation, statement, recommendation or advice given by Coastal Electrics, its employees or agents before or after the issue of the Contract by Coastal Electrics; or
- (c) indirect injury, loss (including Consequential Loss) or damage suffered by reason of defects in the Product or arising from any breach of warranty or condition or any misrepresentations; or
- (d) indirect injury or damage (including Consequential Loss).

10.2 Coastal Electrics' liability, if any, in respect of any breach of any conditions or warranties or under or pursuant to such rights or remedies referred to in clause 10.1 above shall be limited to the:

- (a) replacement of the Product or the supply of equivalent Product or Services;
- (b) repair of the Product;
- (c) payment of the cost of replacing the Product or of acquiring equivalent Product;
- (d) payment of the cost of having the Product repaired;
- (e) supply of the equivalent of relevant Services ; or
- (f) payment of having the equivalent of relevant Services supplied.

10.3 It is expressly agreed that the Customer will not pursue any Claim against Coastal Electrics or hold Coastal Electrics liable for any Consequential Losses whatsoever that may be suffered by the Customer arising out of Defects or the performance by Coastal Electrics of the Contract or failure to comply with any standard as to fitness for purpose or compliance.

10.4 Coastal Electrics will not be liable for any losses or damages suffered by the Customer as either a direct or indirect consequence of any regulatory non-compliance whatsoever resulting from any act or omission on the part of the Customer. The Customer warrants that it has made its own independent enquiries from appropriate professionals on all statutory and regulatory compliance issues as relates to the Contract.

10.5 To the maximum extent permitted by law, and subject to clause 20, Coastal Electrics' total aggregate liability to the Customer for any and all Claims arising under or in connection with the Contract (whether in contract, tort (including negligence), under statute or otherwise) is limited to the total amount paid by the Customer to Coastal Electrics under the relevant Contract.

11 Defects

11.1 Coastal Electrics warrants the Products and Services against any Defect during the Defects Liability Period, subject to clauses 11.2 and 11.4.

11.2 The Customer may not make a Claim against Coastal Electrics in respect of any Defect which should have been apparent on a reasonable visual examination of the Product by the Customer (or its agent) prior to delivery nor make a Claim after the Defects Liability Period.

11.3 The Customer must promptly notify Coastal Electrics of any Defect in the Products or Services as soon as reasonably practicable after the Customer becomes aware of that Defect.

11.4 Upon receipt of a valid notice from the Customer of any Defect in any Products or Services during the Defects Liability Period, and subject to Coastal Electrics being satisfied (acting reasonably) that a Defect exists and is not excluded under clause 11.2, Coastal Electrics may, at its sole discretion and as its sole obligation and the Customer's sole remedy in respect of the Defect, elect to do one or more of the following:

- (a) repair or replace the Products (or the affected part of them); or
- (b) correct the Defect in the Service (including by providing additional Services necessary to correct the Defect or reperforming the affected Services), in each case within a reasonable period determined by Coastal Electrics having regard to the nature of the Defect and Coastal Electrics' operational requirements. Coastal Electrics will not be liable for any Defect, and any obligation under this clause 11.4 will not apply, where the Customer has not paid all amounts then due to Coastal Electrics or where the Defect arises from misuse, alteration, improper storage or handling, or failure to follow Coastal Electrics' instructions.

12 Provision of Product or Services

12.1 Subject to clauses 12.5 and 12.6 of these Terms, the price for the Product or Services is as stated in the Contract or as otherwise subsequently agreed in writing between the parties.

12.2 Coastal Electrics will not be liable for any Consequential Loss alleged to have resulted from any breach of this Contract by Coastal Electrics.

12.3 Coastal Electrics will not be liable for delay, failure or inability to provide the Products or Services (or any part of them) by reason of Force Majeure.

12.4 The Customer grants to Coastal Electrics the right to access the Site for completion of the Services requested by the Customer. The Customer will, upon written notice from Coastal Electrics, immediately reimburse Coastal Electrics for any reasonable costs incurred by Coastal Electrics for interrupted or prevented access to the Site.

12.5 Any Services or technical assistance provided by Coastal Electrics, will be charged at Coastal Electrics' schedule of rates or under a fixed price agreement, as is applicable, whereby:

- (a) labour is charged on a time plus expenses basis; and

- (b) any required miscellaneous materials purchased by Coastal Electrics for the supply of Services will be charged at cost to Coastal Electrics plus 20% mark-up,

unless otherwise agreed in writing between the parties.

12.6 If Services are to be provided by Coastal Electrics under a fixed price agreement and:

- (a) commencement of the Services by Coastal Electrics does not begin within 6 months from the Contract date, by reason of the fault of the Customer or of Force Majeure or any other reason outside the control of Coastal Electrics; and
- (b) the costs incurred by Coastal Electrics for completion of the Services increase by any amount,

then Coastal Electrics has the right to re-price the Services prior to the commencement of the Services such that the original Quotation is superseded by a new Quotation, subject to clause 4.

13 Title to Product and risk

13.1 Subject to these Terms, title in the Product will pass from Coastal Electrics to the Customer (or its nominated agent) when Coastal Electrics receives payment in full for such Product, unless otherwise agreed in writing by Coastal Electrics.

13.2 Risk in the Product will pass to the Customer upon delivery to the Customer (or its nominated agent or to a transport company nominated by the Customer).

13.3 Until payment in full for the Product, the Customer agrees:

- (a) to provide adequate insurance for the Product; and
- (b) only to sell the Product in the ordinary course of its business.

14 Personal Property Securities Act

14.1 Capitalised terms in this clause, that are not otherwise defined elsewhere in the Contract, have the same meaning as set out in the *Personal Property Securities Act 2009* (Cth) (as amended) (**PPSA**) unless the context otherwise requires.

14.2 The Contract constitutes a security agreement pursuant to the PPSA in relation to the Product supplied by Coastal Electrics to the Customer and any Product that will be supplied in the future by Coastal Electrics to the Customer that is supplied on credit or retention of title terms.

14.3 The Customer acknowledges and agrees that a Security Interest (as that term is defined in the PPSA) may be registered by Coastal Electrics in relation to the Product and the proceeds arising in respect of any dealing in the Product in accordance with the PPSA (and in any other manner Coastal Electrics considers appropriate).

14.4 The Customer agrees to do all such things and sign all such documentation and/or provide any further information (such information to be complete accurate and up-to-date in all respects) as are necessary and reasonably required to enable Coastal Electrics to:

- (a) acquire a perfected Security Interest in the Product and its proceeds;
- (b) register a Financing Statement or Financing Change Statement;

- (c) ensure that Coastal Electrics' security position, and rights and obligations are not adversely affected by the PPSA.

14.5 The Customer waives its rights to receive a copy of any Verification Statement after the registration of a Financing Statement or Financing Change Statement in respect of the Security Interest created by the Contract.

14.6 The Customer agrees to not:

- (a) register a Financing Change Statement in respect of a Security Interest contemplated or constituted by the Contract; or
- (b) register, or permit to be registered, a Financing Statement or a Financing Change Statement in relation to the Product in favour of a third party without Coastal Electrics' prior written consent.

14.7 For the purposes of section 20(2) of the PPSA, the collateral is the Product including any Product or Services which is/are described in the Contract.

14.8 If Chapter 4 of the PPSA would otherwise apply to the enforcement of the Security Interest(s) created under the Contract, the parties agree that the following provisions of the PPSA will not apply or are waived, as the context requires:

- (a) section 95 (notice of removal of accession to the extent that it requires Coastal Electrics to give a notice to the Customer);
- (b) section 96 (retention of accession);
- (c) section 121(4) (notice to grantor);
- (d) section 125 (obligations to dispose of or retain collateral);
- (e) sections 129(2), 129(3) and 130 (notice of disposal to the extent it requires Coastal Electrics to give a notice to the Customer);
- (f) section 132(3)(d) (contents of statement of account after disposal);
- (g) section 132(4) (statement of account if no disposal);
- (h) section 135 (notice of retention);
- (i) section 142 (redemption of collateral); and
- (j) section 143 (re-instatement of security agreement).

14.9 The Customer will not, without the prior written consent of Coastal Electrics change its name, its details or initiate any change to any documentation registered under the PPSA pursuant to the Contract.

14.10 The Customer agrees that it shall not sell or grant any other Security Interest in the Product or its Proceeds, without the prior written consent of Coastal Electrics.

14.11 If the Customer fails to pay any monies owed to Coastal Electrics, the Customer acknowledge and agrees that Coastal Electrics may recover or retake possession of all or any of the Product.

14.12 Unless otherwise agreed and to the extent permitted by the PPSA, the parties agree not to disclose information of the kind referred to in section 275(1) of the PPSA to an Interested Person, or any other person requested by an Interested Person. The Customer waives any right it may have, or but for this clause may

have had, under section 275(7)(c) of the PPSA to authorise the disclosure of the above information.

14.13 For the purposes of section 13 of the PPSA the Customer acknowledges and agrees that where Coastal Electrics has bailed any Product to the Customer, Coastal Electrics is regularly engaged in the business of bailing equipment and that the Customer has given value for the bailment.

14.14 If any provisions of these Terms are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.

15 Termination

15.1 It is an event of termination (**Termination Event**) if:

- (a) the Customer fails to pay any money payable to Coastal Electrics when it is due;
- (b) the Customer breaches the Contract in a material respect and, in Coastal Electrics' opinion, the breach cannot be remedied;
- (c) the Customer breaches the Contract in a material respect other than no payment of money due and, in Coastal Electrics' opinion, the breach can be remedied, the Customer does not remedy the breach within 14 days after Coastal Electrics gives the Customer notice of the breach;
- (d) a judgment in an amount exceeding \$10,000 or its equivalent in any other currency is obtained against the Customer and is not set aside or satisfied within 14 days;
- (e) the Customer suspends payment of its debts generally or it becomes unable to pay its debts when due;
- (f) an application or order is made for the bankruptcy, winding up or dissolution of the Customer, or a resolution is passed or any steps are taken to pass a resolution for the bankruptcy, winding up or dissolution of the Customer;
- (g) the Customer enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- (h) the Customer ceases, or threatens to cease, to carry on business; or
- (i) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the Customer's assets or undertakings.

15.2 If a Termination Event occurs, Coastal Electrics may (without affecting the accrued rights and obligations of the parties), in addition to any other rights or remedies it may have, do all or any of the following:

- (a) terminate the Contract immediately by notice to the Customer;
- (b) suspend further deliveries of Product or Services under any Contract;
- (c) in respect of Product which may have already been delivered to the Customer but not paid for, take all reasonable steps to recover that Product and resell that Product for Coastal Electrics' own benefit.

15.3 The Customer must pay all costs and expenses incurred by Coastal Electrics arising from any Termination Event

and will indemnify Coastal Electrics against any Claim, liability or cost incurred by Coastal Electrics as a result of any breach by the Customer of its obligations pursuant to the Contract.

15.4 Except as provided in the following sub-clause the Customer may not terminate a Contract or otherwise cancel any Purchase Order unless:

- (a) Coastal Electrics agrees in writing to the termination; and
- (b) the Customer pays to Coastal Electrics the reasonable loss, cost and expense of Coastal Electrics as assessed by Coastal Electrics in connection with such termination; and
- (c) upon such termination Coastal Electrics shall be regarded as discharged from any further obligations under any Contract with the Customer.

15.5 The Customer may terminate a Contract for the default Coastal Electrics only if:

- (a) the Customer serves written notice of the alleged default on Coastal Electrics requiring the default to be remedied; and
- (b) Coastal Electrics fails to remedy the default within forty-five (45) days after receipt of the Customer's written notice

and such termination will be without prejudice to the respective party's rights pursuant to that Contract.

16 Technical advice

16.1 With respect to any technical advice Coastal Electrics provides to the Customer in connection with the Product or Services, Coastal Electrics shall not be liable for any injury, loss or damage incurred, whether direct, consequential, incidental, punitive, exemplary or indirect, by statute, in tort or contract, under any indemnity provision or otherwise. and the Customer relies upon such advice at its sole discretion and risk.

17 Dispute resolution

17.1 The parties using their best endeavours and acting in good faith must attempt to resolve any dispute arising under the Contract prior to commencing any court proceedings by:

- (a) negotiations that shall be conducted in English between representatives of the parties who have authority to settle the dispute.
- (b) negotiations must be conducted within 30 days of a party providing written notice to the other party of the matter and circumstances giving rise to the dispute (**Notice of Dispute**).

17.2 If the dispute has not been resolved within 30 days of a party giving a Notice of Dispute, the parties must refer the dispute to a mediator with all mediator fees and expenses payable equally by the parties.

17.3 If a mediator cannot be agreed upon within 30 days of a party giving a Notice of Dispute, either party may request the President of the Law Society of Western Australia to appoint a mediator.

17.4 Mediation must take place in accordance with any directions of the mediator within 60 days of the date of the Notice of Dispute.

17.5 Any dispute not resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in Western Australia.

18 Overdue moneys and costs

18.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) over the current RBA cash rate per calendar month (and, at Coastal Electrics' sole discretion, such interest shall compound monthly at such a rate), after as well as before any judgment.

18.2 If the Customer owes Coastal Electrics any money, the Customer shall indemnify Coastal Electrics from and against all costs and disbursements incurred by Coastal Electrics in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis).

18.3 Without prejudice to any other remedies Coastal Electrics may have, if at any time the Customer is in breach of any obligation under these terms and conditions (including those relating to payment), Coastal Electrics may suspend or terminate the provision of Product or Services. Coastal Electrics will not be liable to the Customer for any loss or damage the Customer suffers because Coastal Electrics has exercised its rights under this clause.

19 Costs

19.1 The Customer must pay all duty, (including all fines, penalties and interest), and other government imposts payable on or in connection with the Contract, (including without limitation, registration costs in respect of clause 14 and any transaction contemplated by the Contract), when due if requested in writing by Coastal Electrics.

20 Competition and Consumer Act 2010 (CCA)

20.1 Where the provisions of the *Competition and Consumer Act 2010* (Cth) (CCA) apply, the provisions of these Terms will be read subject to the application of the CCA and in the case of any conflict, the provisions of the CCA will apply:

- (a) nothing in these Terms is intended to limit or replace any rights of "consumers" as that term is defined under the CCA.
- (b) the Customer agrees that if the Customer buys any Product for the purposes of re-supply, manufacture or repair of other goods, the CCA will not apply to such supplies;
- (c) if the Customer on sells any Product it agrees that it will not make any representations in relation to the Product which are not:
 - (i) contained on the packaging of the Product (if any);
 - (ii) contained in any materials supplied by Coastal Electrics;
 - (iii) set out in any applicable manufacturer's warranty; or
 - (iv) approved in writing by Coastal Electrics.if the Customer on sells the Product to consumers who purchase them for the purposes of re-supply, manufacture or repair of other goods, the Customer

agrees to contract out of the CCA in writing with those consumers.

21 Authority

21.1 The person purporting to enter into the Contract for and on behalf of the Customer hereby covenants and agrees with Coastal Electrics that he or she has the authority of the Customer to enter into the Contract and bind the Customer accordingly, and hereby indemnifies Coastal Electrics against any losses, costs and Claims incurred by Coastal Electrics in the event of a breach of such covenant.

22 Credit limit

22.1 If Coastal Electrics grants any credit facility or nominates any credit limit, this is an indication only of its intention at the time. Coastal Electrics can vary or withdraw any credit facility at any time at its discretion and without any liability to the Customer or any other party. Credit facilities granted, if any, are not transferable without the consent in writing of Coastal Electrics.

22.2 Coastal Electrics will only accept the Customer's order if satisfied of its credit worthiness.

23 Indemnity

23.1 The Customer indemnifies Coastal Electrics against any Claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Coastal Electrics pays, suffers, incurs or is liable for in connection with the use of the Products (or the sale of products made from the Products), other than to the extent the same arises from the negligence or wilful default of Coastal Electrics or any employee, agent or officer of Coastal Electrics and this indemnity is a continuing obligation of the Customer and remains in full force and effect until all money owing, contingently or otherwise, under this indemnity has been paid in full.

24 Guarantee and indemnity

24.1 In consideration of Coastal Electrics agreeing to supply Product and/or Services at the Customer's request, each person signing the Contract on behalf of the Customer (Guarantor) personally and unconditionally guarantees to Coastal Electrics the due and punctual performance by the Customer of all its obligations under the Contract (including payment of all money owing), and indemnifies Coastal Electrics against all loss, cost, liability and expense arising from any failure by the Customer to perform those obligations. This guarantee and indemnity is a principal and continuing obligation, is not affected by any indulgence granted to the Customer and remains in full force until all obligations of the Customer have been fully performed and all money owing has been paid in full.

25 Confidentiality and intellectual property

25.1 Each party must treat the existence and terms of the Contract as confidential and will procure that its advertising agents, other agents, contractors and representatives (**Agents**) treat as confidential unless disclosure is required by law (other than any requirement to disclose under the PPSA to the extent that the PPSA is or may be applicable under these Terms). No announcement or communication relating

to the negotiations of the parties or the existence, subject matter or terms of the Contract may be made or authorised by a party unless the other party has first given its written approval.

25.2 Coastal Electrics retains all copyright and intellectual property rights whatsoever in all materials it uses or provides to the Customer relating to the Products or the performance of the Products.

25.3 If the Customer provides Coastal Electrics with any drawings or other material or documents, then the Customer warrants that it is entitled to use those documents and indemnifies and holds harmless Coastal Electrics from any Claims that may be brought against Coastal Electrics in relation to the same.

26 General

26.1 The Contract is governed by the laws of Western Australia. The Customer and Coastal Electrics submit to the non-exclusive jurisdiction of the courts of Western Australia.

26.2 Waiver of any right, power, authority, discretion or remedy arising upon a breach of or default under this agreement must be in writing and signed by the party granting the waiver.

26.3 Nothing in the Contract shall constitute an agency, employment or partnership relationship between the parties or any of their respective employees, contractors, servants or agents, unless an agreement in writing provides otherwise.

26.4 If any term or part of these Terms is found to be illegal or unenforceable, that part or term shall be deemed not to be part of these Terms and the remainder of these Terms shall continue in full force and effect.

26.5 The Customer must not assign, novate or otherwise deal with any of its rights or obligations under the Contract without the prior written consent of Coastal Electrics. Coastal Electrics may assign, novate or subcontract any of its rights or obligations under the Contract without the Customer's consent.

26.6 The Contract constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations, understandings and agreements. The Customer acknowledges that it has not relied on any representation, warranty or statement made by or on behalf of Coastal Electrics that is not expressly set out in the Contract.

26.7 No variation of the Contract is effective unless it is in writing and signed by Coastal Electrics.

26.8 Any notice under the Contract must be in writing and delivered by hand, prepaid post or email to the recipient's last known address or email address. A notice is taken to be received: if delivered by hand, on delivery; if sent by prepaid post, three business days after posting; and if sent by email, at the time of transmission unless the sender receives an automated delivery failure notification.

26.9 The Contract may be executed in any number of counterparts, each of which when executed constitutes an original and all of which together constitute one and the same instrument. Delivery of an executed counterpart by email is effective.

26.10 The provisions of clauses 7, 9, 10, 12.2, 14, 18, 23, 24, 25 and this clause 26, and any other clause which by its nature is intended to survive, continue in full force and effect after expiry or termination of the Contract.

27 Interpretation

27.1 In these Terms headings and bold type are for convenience only and do not affect the interpretation of these Terms and, unless the context otherwise requires:

- (a) words importing the singular include the plural and the converse;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) an expression importing a natural person includes an individual, a firm, a body corporate, an unincorporated association and any government agency;
- (d) a reference to legislation or to a provision of legislation includes any modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (e) a reference to a party to a document includes that party's successors and permitted assigns; and
- (f) the meaning of terms is not limited by specific examples introduced by expressions "including" or "for example", or similar expressions.

EXECUTION

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

.....
Signature of director

.....
Signature of director/secretary
(if applicable)

.....
Name (please print)

.....
Name (please print)

.....
Date (please print)

Signed by Coastal Electrics Pty Ltd (ACN 687 252 928))
in accordance with section 127(1) of the *Corporations*)
Act 2001 (Cth):)

.....
Signature of director

.....
Signature of director/secretary
(if applicable)

.....
Name (please print)

.....
Name (please print)

.....
Date (please print)

Signed by the Guarantor (if required))
)
)

.....
Signature of Guarantor

.....
Signature of Witness

.....
Name (please print)

.....
Name of Witness (please print)

.....
Date (please print)