

1 DEFINITIONS

In this document, unless the context requires otherwise:

- 1.1 **"Advanced Spatial Technologies Pty Ltd Information"** means information provided by Advanced Spatial Technologies Pty Ltd to the Customer, including but not limited to:
 - (a) trade secrets, including ideas and concepts not reduced to material form;
 - (b) technical information;
 - (c) financial information;
 - (d) commercial information;
 - (e) customer information;
 - (f) all system information;
 - (g) procedure information;
 - (h) manuals and policies;
 - (i) product and market information;
 - (j) any information marked 'confidential' or which Advanced Spatial Technologies Pty Ltd informs the Customer is confidential or a trade secret;
 - (k) any information that would be of commercial value to a competitor of Advanced Spatial Technologies Pty Ltd;
 - (l) relates to Advanced Spatial Technologies Pty Ltd's business and the Supply,but excluding:
 - (m) information available to the public (other than through disclosure by the Customer or by a person to whom the Customer disclosed the Advanced Spatial Technologies Pty Ltd information); and
 - (n) information which the Customer lawfully possessed before obtaining it in connection with the Agreement.
- 1.2 **"Agreement"** means any contract or agreement, whether formal or informal, written, oral or partly written and partly oral, formed between the Customer and Advanced Spatial Technologies Pty Ltd, including but not limited to by way of the Customer's acceptance of a Proposal issued by Advanced Spatial Technologies Pty Ltd.
- 1.3 **"Customer"** means the individual, business, partnership or company entering into an Agreement with Advanced Spatial Technologies Pty Ltd and includes the Customer's successors and assigns.
- 1.4 **"Commencement Date"** means the date on which the Agreement is formed.
- 1.5 **"Expenses"** means all costs incurred by Advanced Spatial Technologies Pty Ltd in connection with the provision of the Supply to the Customer.
- 1.6 **"Fee"** means the fee specified for the Supply as stated in the Proposal.
- 1.7 **"Goods"** means any goods provided, or to be provided, by Advanced Spatial Technologies Pty Ltd to the Customer pursuant to an Agreement.
- 1.8 **"Law"** means an Act of Parliament, statute, regulation, proclamation, ordinance or by-law, including all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing one or more of them.
- 1.9 **"Notice"** means a notice in accordance with clause 16.
- 1.10 **"Party"** means each party to an Agreement, including Advanced Spatial Technologies Pty Ltd and the Customer, and **"Parties"** has a corresponding meaning.
- 1.11 **"Proposal"** means a proposal or quote issued to the Customer by Advanced Spatial Technologies Pty Ltd for the Supply.
- 1.12 **"Terms and Conditions"** means the terms and conditions set out herein subject to any amendments expressly made by Advanced Spatial Technologies Pty Ltd pursuant to clause 2.4.
- 1.13 **"Service"** means any service provided, or to be provided, by Advanced Spatial Technologies Pty Ltd to the Customer pursuant to an Agreement.
- 1.14 **"Supply"** means Goods or Services provided, or to be provided, by Advanced Spatial Technologies Pty Ltd to the Customer pursuant to the Agreement.

2 OPERATION AND APPLICATION

- 2.1 These Terms and Conditions apply in respect of all Agreements, offers to sell, Proposals, and other commercial transactions for the supply of goods and services by Advanced Spatial Technologies Pty Ltd to the Customer.
- 2.2 The Agreement between the Customer and Advanced Spatial Technologies Pty Ltd shall be upon these Terms and Conditions and shall be read in conjunction with these Terms and Conditions.

- 2.3 These Terms and Conditions shall operate to the exclusion of any terms and conditions to the contrary effect expressed in any of Advanced Spatial Technologies Pty Ltd 's quotations or other communication or documentation and shall supersede all prior Agreements.
- 2.4 From time to time, Advanced Spatial Technologies Pty Ltd may review and amend these Terms and Conditions of the Agreement and the Customer shall be bound by any variation which shall apply to the supply of any goods following the effective date of the variation.
- 2.5 Unless stated otherwise on the Proposal, Advanced Spatial Technologies Pty Ltd's written Proposals are valid for 14 days from the date of issue of the Proposal and thereafter are subject to confirmation in writing by Advanced Spatial Technologies Pty Ltd before acceptance.
- 2.6 Advanced Spatial Technologies Pty Ltd cannot guarantee the availability of any goods offered.
- 2.7 Where a price increase is levied on Advanced Spatial Technologies Pty Ltd by a supplier after a quotation has been offered or the order received, the purchaser will have the option to accept the increase or cancel the order.

3 THE SUPPLY

- 3.1 Advanced Spatial Technologies Pty Ltd agrees to provide the Customer with the Supply subject to these Terms and Conditions.

4 TERM OF THE AGREEMENT

- 4.1 The term of the Agreement commences on the Commencement Date and expires on the day that is 12 months after the Commencement Date, unless expressly agreed otherwise by the Parties in writing (**"Term"**).
- 4.2 The Parties may agree in writing to renew or extend the Term for a further period (**"Extended Term"**) and, if the Term is so renewed or extended:
 - 4.2.1 Advanced Spatial Technologies Pty Ltd may provide written notice to the Customer of the Fee payable for the Extended Term, which need not be the same Fee prescribed in the Proposal and which the Customer agrees to pay; and
 - 4.2.2 The Extended Term will otherwise be on the Terms and Conditions herein.

5 PRICE AND PAYMENT

- 5.1 The Customer shall pay the Fee to Advanced Spatial Technologies Pty Ltd for the Supply in accordance with these Terms and Conditions.
- 5.2 Prices are set at the time of purchase and are subject to change without any notice. Advanced Spatial Technologies Pty Ltd reserves the right not to honor typographical errors on prices.
- 5.3 Payment is by bank transfer, debit card or credit card.
- 5.4 The Advanced Spatial Technologies Pty Ltd Invoice shall include the Fee for the Supply, Expenses, and any taxes, debit or credit card fees, freight, handling, delivery and insurance charges in respect of the Supply.
- 5.5 The Customer agrees to pay each Advanced Spatial Technologies Pty Ltd Invoice by the due date set out on each invoice, and in accordance with the payment terms specified in the Advanced Spatial Technologies Pty Ltd's Customer Credit Confirmation letter.
- 5.6 The Customer warrants that its nominated payment method has sufficient clear funds available to pay the Advanced Spatial Technologies Pty Ltd Invoices.
- 5.7 Time of payment is of the essence of the Agreement.
- 5.8 Where the Customer has provided details of a debit or credit card for payment to Advanced Spatial Technologies Pty Ltd in the Agreement, the Customer agrees and authorises Advanced Spatial Technologies Pty Ltd to charge or make deductions from the debit or credit card to satisfy an Advanced Spatial Technologies Pty Ltd Invoice (or any part thereof) at any time without notice to the Customer.
- 5.9 Advanced Spatial Technologies Pty Ltd may charge up to an additional 3.5% to the Customer where the Customer has provided details of a debit or credit card for payment to Advanced Spatial Technologies Pty Ltd.

6 COSTS RECOVERABLE

- 6.1 Should the Customer default in the payment of any monies due under any Agreement, then all monies due to Advanced Spatial Technologies Pty Ltd shall immediately become due and payable and shall be paid by the Customer within 7 days of the date of demand.
- 6.2 Advanced Spatial Technologies Pty Ltd shall be entitled to charge the Customer interest calculated at 12% per annum, on the balance of all

overdue accounts and invoices from the date of due payment until the date of actual payment.

6.3 The Customer shall pay on an indemnity basis all expenses, costs and disbursements, including debt collection agency fees, commission and any fees paid to Advanced Spatial Technologies Pty Ltd's solicitors (on an indemnity basis) incurred by Advanced Spatial Technologies Pty Ltd or its appointed agents in recovering payment of any outstanding monies, enforcing its rights under the Agreement, or in investigating or defending any action or threatened actions.

6.4 The Customer hereby charges and mortgages in favour of Advanced Spatial Technologies Pty Ltd to secure the repayment of any debt and any monies, which may become owed by the Customer to Advanced Spatial Technologies Pty Ltd hereunder and under any Agreement, all of the Customer's present and future estate and interest in all real property and personal property.

7 FORCE MAJEURE

7.1 Advanced Spatial Technologies Pty Ltd will not be liable for any breach of the Agreement due to any matter or thing beyond Advanced Spatial Technologies Pty Ltd's control. Advanced Spatial Technologies Pty Ltd is excused from performing any term, covenant or condition required by the Agreement during the time and to the extent that performance is prevented when such performance is prevented wholly or in part by circumstances beyond Advanced Spatial Technologies Pty Ltd's control.

8 NO WARRANTY

8.1 Advanced Spatial Technologies Pty Ltd makes no express warranties to the Customer including as to the condition, quality or suitability of the Supply or the fitness of the Supply for the Customer's purpose or use, except those expressly set out in the Agreement and these Terms and Conditions.

8.2 Any time or date named and accepted by Advanced Spatial Technologies Pty Ltd, including in the Proposal, for the provision of the Supply is an estimate only and does not constitute a condition of the Agreement or part of the description of the Supply and is not of the essence of the Agreement.

8.3 Advanced Spatial Technologies Pty Ltd will not be liable in any circumstances for any loss or damage whatsoever allegedly incurred or arising out of any:

8.3.1 conditions, warranties and terms implied by statute or general law or custom except any implied condition or warranty the exclusion of which would contravene any statute or cause this clause to be void;

8.3.2 alleged liability to the Customer in contract for consequential or indirect damages arising out of or in connection with the provision of the Supply or the Agreement, even if Advanced Spatial Technologies Pty Ltd knew they were possible or they were otherwise unforeseeable; and

8.3.3 claims by the Customer in negligence for acts or omissions of Advanced Spatial Technologies Pty Ltd or its employees, agents, or contractors arising out of or in connection with the Agreement.

8.4 The Parties acknowledge and agree that:

8.4.1 any prior representations, agreements and arrangements, including representations as to the suitability of the Supply;

8.4.2 any descriptions, illustrations and material contained in any advertisement, website, catalogue, price list or brochure; and

8.4.3 all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Supply for any purpose or otherwise, except any implied condition or warranty the exclusion of which would contravene any statute or cause this clause to be void;

are expressly excluded from, and do not form part of, the Agreement unless specifically stated in the Agreement to the contrary.

8.5 If any part of clause 8, 9 or 10 herein is held by a court to be unlawful, invalid or unenforceable for any reason, the Customer agrees that Advanced Spatial Technologies Pty Ltd's total liability to the Customer for any loss or damage suffered by the Customer in relation to the Supply or the Agreement is limited to a refund of the relevant Fee for the Supply.

9 THE CUSTOMER'S WARRANTIES

9.1 The Customer warrants that it has not relied upon any statement, representation, warranty, guarantee, condition, advice, recommendation, information, assistance or provided or given by Advanced Spatial Technologies Pty Ltd or anyone on its behalf in

respect of the Supply, other than those that are expressly contained in the Agreement.

9.2 The Customer accepts sole responsibility for any act, omission, or decision by the Customer or a third party as a result of, in reliance upon, or in connection with:

9.2.1 the Supply;

9.2.2 any verbal or written findings, modelling, report, conclusions, recommendations, or advice provided by Advanced Spatial Technologies Pty Ltd.

9.3 The Customer warrants that:

9.3.1 it has, or will promptly upon request, provide Advanced Spatial Technologies Pty Ltd with all information necessary or requested by Advanced Spatial Technologies Pty Ltd.

9.3.2 to carry out the Supply;

9.3.3 any figures, financial data or other information provided by the Customer to Advanced Spatial Technologies Pty Ltd for the purposes of Advanced Spatial Technologies Pty Ltd carrying out the Supply ("**Supplied Information**") is true and accurate.

9.4 Advanced Spatial Technologies Pty Ltd may provide the Customer with findings, reports, advice, announcements, conclusions, presentations, recommendations or other documents ("**Advanced Spatial Technologies Pty Ltd Documents**") for the Customer's review and approval. The Customer acknowledges, warrants and agrees that:

9.4.1 the Customer is solely responsible for reviewing the Advanced Spatial Technologies Pty Ltd Documents; and

9.4.2 the Customer must notify Advanced Spatial Technologies Pty Ltd of the Customer's approval of the Advanced Spatial Technologies Pty Ltd Documents as soon as practicable following provision of the Advanced Spatial Technologies Pty Ltd Documents to the Customer, unless any information in the Advanced Spatial Technologies Pty Ltd Documents is not true or accurate, in which case the Customer must comply with clause 9.4.3; and

9.4.3 if any information in the Advanced Spatial Technologies Pty Ltd Documents is not true or accurate, the Customer shall immediately notify Advanced Spatial Technologies Pty Ltd.

9.5 The Customer acknowledges and agrees that:

9.5.1 the Supply are based on the Supplied Information;

9.5.2 Advanced Spatial Technologies Pty Ltd shall not be liable for any mistake or error occurring as a result of incorrect, inaccurate or false Supplied Information; and

9.5.3 Advanced Spatial Technologies Pty Ltd shall not be liable for any mistake or error occurring in an Advanced Spatial Technologies Pty Ltd Document approved by the Customer pursuant to clause 9.4.

9.6 If the Customer breaches clauses 9.3 or 9.4 herein, or otherwise provides incorrect, inaccurate or false Supplied Information to Advanced Spatial Technologies Pty Ltd:

9.6.1 Advanced Spatial Technologies Pty Ltd shall not be liable to the Customer or any other party for any error, cost, loss, damage, liability, penalty, fine or expense caused or contributed to by the Customer's breach of clauses 9.3 or 9.4 herein or by incorrect, inaccurate or false Supplied Information; and

9.6.2 the Customer hereby releases and indemnifies and agrees to keep Advanced Spatial Technologies Pty Ltd indemnified from any and all costs (including all legal fees and costs) and any other legal or other expenses incurred by it in investigating or defending any action or threatened actions (on an indemnity basis), damages, liabilities, penalties, fines, expenses or losses caused or contributed to by the Customer's breach of clauses 9.3 or 9.4 herein or by incorrect, inaccurate or false Supplied Information.

9.7 The Customer accepts sole responsibility for any act, omission, or decision by the Customer or a third party as a result of, in reliance upon, or in connection with the Supply or the Advanced Spatial Technologies Pty Ltd Documents where the Customer has made changes or amendments to the Advanced Spatial Technologies Pty Ltd Documents or the Supply after the provision of the relevant Advanced Spatial Technologies Pty Ltd Documents or the Supply by Advanced Spatial Technologies Pty Ltd.

10 LIABILITY AND INDEMNITY

- 10.1 Advanced Spatial Technologies Pty Ltd shall not be liable to the Customer or any other party in contract, tort, warranty, strict liability, or any other legal theory for any indirect, consequential, incidental, punitive or exemplary damages, or for any claim for loss of profits, and the Customer agrees that Advanced Spatial Technologies Pty Ltd may plead these Terms and Conditions as a bar to any such claims whether they arise at law, in equity, under any statute, regulation, or other legislative instrument, or under any contract, deed, or any other instrument made or approved under any law.
- 10.2 The Customer hereby releases and indemnifies and agrees to keep Advanced Spatial Technologies Pty Ltd indemnified from any and all costs (including all legal fees and costs) and any other legal or other expenses incurred by it in investigating or defending any action or threatened actions (on an indemnity basis), damages, liabilities, penalties, fines, expenses or losses including indirect, incidental, consequential, punitive or exemplary loss or damage (including but not limited to loss of profit), whether resulting from breach of contract, tort, warranty, strict liability, statute or any other legal theory or otherwise that Advanced Spatial Technologies Pty Ltd may incur in relation to the Customer or any third party, including where the cost, damage, liability, penalty, fine, expense or loss is caused by or contributed to by Advanced Spatial Technologies Pty Ltd in any way or for any reason whatsoever.
- 10.3 Without limiting any other provision of these Terms and Conditions, the Customer agrees that Advanced Spatial Technologies Pty Ltd is not liable for failing to make a finding, reach a conclusion, or provide recommendations or advice in respect of any matter that arises or is discovered after the Supply is provided.

11 VARIATIONS

- 11.1 Any variation to the Supply or the Agreement must be agreed to in writing between an authorised representative of Advanced Spatial Technologies Pty Ltd and of the Customer, confirming the:
 - 11.1.1 precise scope of the variation; and
 - 11.1.2 any change to the Fee as a result of the variation.
- 11.2 The Customer agrees that Advanced Spatial Technologies Pty Ltd may revise and amend the Fee if there are any such variations.
- 11.3 In the event, the Supply cannot be provided to the Customer due to any circumstances beyond Advanced Spatial Technologies Pty Ltd's control under clauses 7.1 and 15.2.2, Advanced Spatial Technologies Pty Ltd agrees to offer and provide, subject to an Agreement, the Customer with a reasonably similar substitute for the Supply for a reasonably similar Fee.

12 RETENTION OF TITLE

- 12.1 The parties agree that the title to the Supply supplied by Advanced Spatial Technologies Pty Ltd shall not pass to the Customer until payment for those items has been received in full by Advanced Spatial Technologies Pty Ltd.
- 12.2 Where any part of the purchase price for the Supply supplied by Advanced Spatial Technologies Pty Ltd remains owing, Advanced Spatial Technologies Pty Ltd shall retain legal title to all Supply supplied and not yet used or resold in the ordinary course of business.
- 12.3 When such Supply are used, even with loss of identity, the legal title to the resultant products shall vest in Advanced Spatial Technologies Pty Ltd. The proceeds of sale of the Supply or resultant products shall be received by the Customer as agent of Advanced Spatial Technologies Pty Ltd and such proceeds are to be kept in a separate account or are to be accounted for on demand.
- 12.4 Prior to payment being received in full by Advanced Spatial Technologies Pty Ltd, the Customer will take custody of the Supply and retain them as the fiduciary agent and bailee of Advanced Spatial Technologies Pty Ltd.
- 12.5 The Customer agrees to indemnify Advanced Spatial Technologies Pty Ltd against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Advanced Spatial Technologies Pty Ltd suffers, incurs or is liable to pay in respect of Advanced Spatial Technologies Pty Ltd's exercise of its rights under this clause 12.

13 RETURNS

- 13.1 The Customer must not return Products to Advanced Spatial Technologies Pty Ltd or cancel orders, without prior written authorisation from Advanced Spatial Technologies Pty Ltd.
- 13.2 Advanced Spatial Technologies Pty Ltd may issue a credit note in respect of any amounts paid by a purchaser for those goods, less relevant freight costs.

- 13.3 If a Service is cancelled within 7 business days of the commencement date, then Advanced Spatial Technologies Pty Ltd will only be obliged to provide the purchaser with a 50% credit of the total price as agreed to.
- 13.4 For all Services cancelled or postponed within 3 business days prior to the commencement date, full payment will be forfeited.
- 13.5 Cancellations may be communicated by email and telephone only.
- 13.6 Cancellations for customised system orders and specially ordered items must be made within 24 hours of placing the order with Advanced Spatial Technologies Pty Ltd. Cancellations will automatically incur a 10% cancellation fee.
- 13.7 Any request by the Customer to return Products to Advanced Spatial Technologies Pty Ltd must be made within 3 business days of the delivery being accepted by the Customer and the Goods must be returned to Advanced Spatial Technologies Pty Ltd within 10 business days of the receipt of the Products by the Customer.
- 13.8 Products specially procured or procured on indent or manufactured for the Customer are not returnable.
- 13.9 Where the return of Products has been authorised by Advanced Spatial Technologies Pty Ltd, responsibility for the return carriage of Products rests solely with the Customer.
- 13.10 Ownership of extra goods incorrectly shipped with a Customer's order remains with Advanced Spatial Technologies Pty Ltd.
- 13.11 Any attempt to use an item incorrectly delivered will be deemed as acceptance by the Customer of the item(s) as a satisfactory substitute for the one that was ordered, and no further claim can be raised thereafter.
- 13.12 Any incorrect, missing or damaged items must be reported to Advanced Spatial Technologies Pty Ltd within 3 business days of the delivery being accepted by the Customer.
- 13.13 Advanced Spatial Technologies Pty Ltd may request information from the Customer to assist in cancellations or monetary refunds. This may include but is not limited to names, addresses, home phone number, work phone number, credit card details or bank account information.
- 13.14 Any consent given under clause 13.2 may specify further terms and conditions and charges upon which a return can be made.
- 13.15 If any of the Products are returned by the Customer to Advanced Spatial Technologies Pty Ltd, or if Advanced Spatial Technologies Pty Ltd inspects the Products for the purposes of a potential Warranty claim at a particular location, then Advanced Spatial Technologies Pty Ltd shall determine whether the Customer has any rights against Advanced Spatial Technologies Pty Ltd in relation to those Products under the Warranty. If Advanced Spatial Technologies Pty Ltd in its sole discretion determines that the Customer has no such rights, then the Customer must:
 - 13.15.1 reimburse Advanced Spatial Technologies Pty Ltd for all related shipping and other costs incurred by Advanced Spatial Technologies Pty Ltd; and
 - 13.15.2 pay to Advanced Spatial Technologies Pty Ltd any other amounts representing Advanced Spatial Technologies Pty Ltd's costs associated with undertaking any warranty inspection or testing, including any travel costs associated with travelling to a particular location to inspect or test the Products; and
 - 13.15.3 pay any of the amounts listed in clause 13.15.1 and 13.15.2 by the applicable due date.

14 CONFIDENTIAL INFORMATION

- 14.1 The Customer acknowledges and agrees that the Supply and the Advanced Spatial Technologies Pty Ltd Information are confidential. The Customer acknowledges and agrees that the Customer must not disclose any Advanced Spatial Technologies Pty Ltd Information, or any verbal or written findings, modelling, reports, conclusions, recommendations or advice provided by Advanced Spatial Technologies Pty Ltd to any third party except in any of the following circumstances:
 - 14.1.1 where disclosure is with the prior written consent of Advanced Spatial Technologies Pty Ltd and after any reasonable conditions of Advanced Spatial Technologies Pty Ltd's consent has been satisfied; or
 - 14.1.2 where disclosure is required to give effect to, or enforce, an Agreement entered into by the Parties; or
 - 14.1.3 where the Customer is legally compelled by law to give such disclosure.
- 14.2 Without limiting the generality of clause 14.1, all documentation that Advanced Spatial Technologies Pty Ltd provides to the Customer in

carrying out the Supply shall remain the property of Advanced Spatial Technologies Pty Ltd and must not be retained, modified, or distributed to any third party by the Customer, unless Advanced Spatial Technologies Pty Ltd provides its express prior written consent.

14.3 In clause 14.4 below:

"Customer's Confidential Information" means information belonging to the Customer which is not available to the public and which:

- 14.3.1 the Customer has marked 'confidential';
 - 14.3.2 would be of commercial value to a competitor of the Customer; or
 - 14.3.3 relates to customers of the Customer,
- but excluding:
- 14.3.4 information available to the public (other than through disclosure by Advanced Spatial Technologies Pty Ltd); and
 - 14.3.5 information which Advanced Spatial Technologies Pty Ltd lawfully possessed before obtaining it in connection with the Agreement.

14.4 Advanced Spatial Technologies Pty Ltd acknowledges and agrees that it must not disclose any of the Customer's Confidential Information to any third party except in any of the following circumstances:

- 14.4.1 where disclosure is with the prior written consent of the Customer;
- 14.4.2 where disclosure is necessary or required for Advanced Spatial Technologies Pty Ltd to carry out the Supply under the Agreement;
- 14.4.3 where disclosure is required to give effect to, or enforce, an Agreement entered into by the Parties;
- 14.4.4 where the Customer's Confidential Information is generally available in the public domain, except where that is the result of disclosure in breach of this clause; or
- 14.4.5 where Advanced Spatial Technologies Pty Ltd is legally compelled by law to give such disclosure.

15 TERMINATION

15.1 If the Customer defaults in the due and punctual observance of all or any of its obligations, warranties or covenants under the Agreement or these Terms and Conditions, dies, commits an act of bankruptcy, takes or shall have taken against it any action for its winding up, is placed under official management, administration or receivership, then Advanced Spatial Technologies Pty Ltd may without prejudice to any other right or remedies it has:

- 15.1.1 treat as discharged all or any obligation arising from any Agreement;
- 15.1.2 retain any security given or monies paid by the Customer and apply this in reduction of any sum of money owed or owing by the Customer to Advanced Spatial Technologies Pty Ltd; and
- 15.1.3 take such steps as Advanced Spatial Technologies Pty Ltd may deem necessary in its sole discretion to mitigate its damages suffered, including but not limited to initiating legal proceedings in a court of competent jurisdiction.

15.2 In addition to any other rights under the Agreement, Advanced Spatial Technologies Pty Ltd may terminate the Agreement by notice in writing to the Customer immediately upon any one of the following events:

- 15.2.1 any deliberate and substantial prevention of or interference with the provision of the Supply thereof caused by the Customer whether directly or indirectly;
- 15.2.2 substantial interference with the Supply by any cause beyond the control of Advanced Spatial Technologies Pty Ltd including (but without limiting in any way the generality thereof) the occurrence of any: natural events/disasters, supply chain issues, rioting, pandemic, civil commotion or industrial action;
- 15.2.3 any substantial breach of the Agreement or these Terms and Conditions by the Customer;
- 15.2.4 if the Customer shall make any assignment for the benefit of or enter into any arrangement or composition with its creditors or go into liquidation (whether voluntary or compulsory except for the purpose of reconstruction or amalgamation) or have a receiver appointed or commit an act of bankruptcy or if a sequestration order is made against the Customer's estate;

15.2.5 any failure by the Customer to pay an Advanced Spatial Technologies Pty Ltd Invoice in accordance with clause 5 herein.

15.3 If the Agreement is terminated:

- 15.3.1 the Customer shall pay Advanced Spatial Technologies Pty Ltd for all Goods and Services provided by Advanced Spatial Technologies Pty Ltd; and
- 15.3.2 Advanced Spatial Technologies Pty Ltd may retain any security given or monies paid by the Customer and apply this in reduction of any sum of money owed or owing by the Customer to Advanced Spatial Technologies Pty Ltd.

16 NOTICES

- 16.1 A party must give any notice required under these Terms and Conditions or the Agreement in accordance with this clause 16.
- 16.2 A notice must be served at the address or electronic mail address of the party set out in the Agreement.
- 16.3 A party may deliver a notice by hand, post, or by electronic mail.
- 16.4 If before 4:00pm local time in the place of delivery, a party delivers a notice by hand or by electronic mail and the sending party completes the transmission the notice will be taken to be given on the day of delivery or transmission, and in any other case on the next day. If the party gives notice by post the notice will be taken as given on the 7th day in the place of delivery after the notice is posted.
- 16.5 A party may give notice of another address (within Australia) or an electronic mail address for service to the other party, and the new address or the electronic mail address will be the address for service of the party under this clause 16.

17 INTELLECTUAL PROPERTY

17.1 In this clause 17:

"Advanced Spatial Technologies Pty Ltd Intellectual Property" means all intellectual property of Advanced Spatial Technologies Pty Ltd including but not limited to Advanced Spatial Technologies Pty Ltd's patents, copyright, designs, trademarks, logos, know-how and Advanced Spatial Technologies Pty Ltd Information used or developed by Advanced Spatial Technologies Pty Ltd in relation to the Supply.

17.2 The Customer acknowledges and agrees that, unless expressly agreed in writing between Advanced Spatial Technologies Pty Ltd and the Customer:

- 17.2.1 rights in and relating to the Advanced Spatial Technologies Pty Ltd Intellectual Property are and remain the property, and under the control, of Advanced Spatial Technologies Pty Ltd; and
- 17.2.2 the Customer does not acquire any right, title or interest in any of Advanced Spatial Technologies Pty Ltd's Intellectual Property.

18 DISPUTES

18.1 The parties agree not to commence proceedings in relation to any dispute arising in regard to the Agreement without first having regard to the procedure set out in this clause 18.

18.2 Should any dispute or difference arise between the Customer and Advanced Spatial Technologies Pty Ltd in connection with the Agreement, then:

- 18.2.1 The party that alleges they have suffered some loss or damage, or is otherwise aggrieved, shall serve the other party, by hand, pre-paid post or by e-mail, with a Notice of Dispute in writing adequately identifying and providing details of the dispute.
- 18.2.2 Within 7 days of receipt of the Notice of Dispute, the parties must meet and take reasonable steps to resolve the dispute.
- 18.2.3 If the dispute cannot be resolved within 7 days of the meeting between the parties, then the parties agree to submit the dispute to arbitration.

18.3 If the dispute remains unresolved 14 days after service of the Notice of Dispute, the dispute may be arbitrated in accordance with this clause 18.3.

- 18.3.1 Arbitration shall be affected by a single arbitrator who shall be mutually agreed upon by the parties or, in the event that they fail to agree within 7 days, then the arbitrator shall be the President for the time being of the WA Chapter of the Institute of Arbitrators and Mediators Australia ("IAMA") or his appointee.

- 18.3.2 The parties agree to submit to the arbitration procedures and guidelines adopted by the IAMA.
- 18.3.3 The rules of evidence will not apply strictly to the arbitration but may be considered by the arbitrator in determining the weight to be attached to each item of evidence.
- 18.3.4 The Arbitration shall be conducted within the State of Western Australia and the Western Australian Courts have exclusive jurisdiction in respect of any legal dispute arising from these Terms and Conditions.
- 18.3.5 Either party may elect not to proceed to arbitration and may commence legal proceedings against the other provided that there has been compliance with clause 18.2.
- 18.4 If the dispute is not resolved within 90 days of service of the Notice of Dispute (or any longer period as agreed to by the parties), either party who has complied with this clause may end this dispute resolution process by written notice to the other party and immediately thereafter commence court proceedings in relation to this dispute.
- 18.5 In the event of Advanced Spatial Technologies Pty Ltd Invoices are unpaid, Advanced Spatial Technologies Pty Ltd may commence legal proceedings at any time for the recovery of these debts and non-payment of invoices can be the subject of legal proceedings without any requirement to comply with this clause 18 set out herein.

19 PERSONAL PROPERTIES SECURITIES ACT 2009 (CTH)

- 19.1 The Customer hereby acknowledges that these Terms and Conditions constitute a security agreement for the purposes of section 20 of the Personal Property Securities Act 2009 ("PPSA").
- 19.2 The Customer will not (except with the written consent of Advanced Spatial Technologies Pty Ltd, allow to be, or be liable to become, attached in favour of any person or company, a Security Interest or Transitional Security Interest in any goods owned by Advanced Spatial Technologies Pty Ltd.
- 19.3 Advanced Spatial Technologies Pty Ltd may register this Agreement as a Security Interest on the Personal Property Securities Register ("PPSR") which will constitute a Security Interest in:
 - 19.3.1 All goods previously supplied by Advanced Spatial Technologies Pty Ltd;
 - 19.3.2 All goods that will be supplied in the future by Advanced Spatial Technologies Pty Ltd.
- 19.4 The Customer agrees to grant a Purchase Money Security Interest in the goods which will continue to apply to any goods coming into existence or proceeds of sale of goods coming into existence.
- 19.5 Advanced Spatial Technologies Pty Ltd will continue to hold a Security Interest in the goods in accordance with and subject to the PPSA, notwithstanding that the goods may be processed, commingled or become an accession with other goods.
- 19.6 The Customer undertakes to:
 - 19.6.1 Promptly sign any documents and or provide all necessary information requested by Advanced Spatial Technologies Pty Ltd to lodge a Financing Statement with respect to the registration of any Security Interest or correct a defect in any Financing Statement or Verification Statement.
 - 19.6.2 Not register or permit to be registered a Financing Change Statement as defined in section 10 of the PPSA or make a demand to alter the Financing Change Statement pursuant to section 178 of the PPSA in respect of the goods without the prior written consent of Advanced Spatial Technologies Pty Ltd.
 - 19.6.3 Provide Advanced Spatial Technologies Pty Ltd with not less than 14 days prior written notice of any proposed change in the Customer's name, address, contact numbers, business practice or other such change in the Customer's details registered on the PPSR.
 - 19.6.4 Indemnify and upon demand reimburse Advanced Spatial Technologies Pty Ltd for all expenses incurred in registering and maintaining a Financing Statement or Financing Change Statement on the PPSR or releasing any Security Interests and or enforcing or attempting to enforce the Security Interest created by this Agreement.
- 19.7 The Customer waives the right to receive a verification statement or financial change statement relating to any Security Interest registered by Advanced Spatial Technologies Pty Ltd.
- 19.8 The parties to this Agreement agree that Advanced Spatial Technologies Pty Ltd and the Customer contract out of and nothing in

the provisions of sections 95, 96, 117, 118, 121(4), 130, 132(3)(d), 132(4), 135, 142 and 143 of the *Personal Property Security Act 2009* shall apply to this Agreement.

- 19.9 Advanced Spatial Technologies Pty Ltd may exercise any and all remedies afforded to it as a Secured Party under Chapter 4 of the PPSA including, without limitation, entry into any building or premises owned, occupied or used by the Customer, to search for and seize, dispose of or refrain those goods in respect to which the Customer has granted a Security Interest to Advanced Spatial Technologies Pty Ltd.

20 ENTERING ONTO THE CUSTOMER'S PREMISES

- 20.1 If the Customer fails to pay the full Price when due in accordance with these Terms and Conditions, Advanced Spatial Technologies Pty Ltd may (without giving Notice) enter the premises of the Customer and retake possession of the Products supplied to the Customer by Advanced Spatial Technologies Pty Ltd and the Customer hereby authorises and allows Advanced Spatial Technologies Pty Ltd and or its representatives, servants, agents or employees to enter the premises upon which the Products are situated for the purpose of retaking possession of Products.
- 20.2 The Customer indemnifies Advanced Spatial Technologies Pty Ltd against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Advanced Spatial Technologies Pty Ltd suffers, incurs, or is liable to in respect of Advanced Spatial Technologies Pty Ltd exercise of its rights under clause 20.1.

21 ASSIGNMENT AND SUBCONTRACTING

- 21.1 Advanced Spatial Technologies Pty Ltd may assign, sub-contract or sub-let the whole or any part of the Supply or Advanced Spatial Technologies Pty Ltd's obligations under an Agreement, without seeking the consent of the Customer.
- 21.2 The Customer may not assign, sub-contract or sub-let any part of the Supply, or any of its rights, liabilities, or obligations under any Agreement, without the prior written consent of Advanced Spatial Technologies Pty Ltd.

22 WAIVER

- 22.1 Any waiver by Advanced Spatial Technologies Pty Ltd must be in writing signed by Advanced Spatial Technologies Pty Ltd. Failure by Advanced Spatial Technologies Pty Ltd to enforce any right or remedy is not a waiver of any right or remedy, or a waiver in respect of a continuing breach.

23 SEVERANCE

- 23.1 The covenants, agreements and obligations contained in any Agreement and these Terms and Conditions will not merge or terminate upon the repudiation or termination of the Agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.
- 23.2 If any provision contained in these Terms and Conditions is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions in these Terms and Conditions are not affected.

24 GOVERNING LAW AND JURISDICTION

- 24.1 These Terms and Conditions and the Agreement are governed and are to be construed in accordance with the laws in force in the State of Western Australia.
- 24.2 These Terms and Conditions and the Agreement are subject to the exclusive jurisdiction of the Courts of Western Australia.

25 MISCELLANEOUS

- 25.1 The Customer agrees that Advanced Spatial Technologies Pty Ltd may request in writing to the Customer, permission to use the Customer's name in its advertising, marketing and/or promotional materials.
- 25.2 In this document, unless context requires otherwise:
 - 25.2.1 the singular includes the plural and vice versa;
 - 25.2.2 a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
 - 25.2.3 a reference to any gender includes all genders;
 - 25.2.4 a reference to a recital, clause or schedule is to a recital, clause or schedule of or to these Terms and Conditions;

- 25.2.5 a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, restated or replaced from time to time;
- 25.2.6 a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- 25.2.7 a reference to a body, other than a Party to the Agreement (including, without limitation, an institute, association or authority), whether statutory or not:
- 25.2.7.1 which ceases to exist; or
 - 25.2.7.2 whose powers or functions are transferred to another body,
- is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- 25.2.8 if a party comprises two or more persons, the covenants and Agreements on their part bind and shall be observed and performed by them jointly and each of them severally and may be enforced against any one or any two or more of them;
- 25.2.9 A reference to a party includes its executors, administrators, successors and permitted assigns;
- 25.2.10 No provision of these Terms and Conditions will be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of these Terms and Conditions or that provision;
- 25.2.11 Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- 25.2.12 All references to A\$, \$, dollar, or to currency are references to Australian dollars;

- 25.2.13 "Including" and similar expressions are not and must not be treated as words of limitations; and
- 25.2.14 Headings are for ease of reference only and do not affect the meaning of these Terms and Conditions.

26 RECEIPT AND ADVICE

- 26.1 The Customer hereby acknowledges receipt of these Terms and Conditions and agrees to be bound by them. The Customer accepts these Terms and Conditions in acknowledgement that they are legally binding and presently enforceable. The Customer further acknowledges that it has had the opportunity of obtaining independent legal advice and that the Customer understands these Terms and Conditions outlined above.