

1. DEFINITIONS

'SD' means Satelight Design Pty Ltd and its agents, servants and employees; **'Goods' means** all products and services agreed to be supplied by SD to the Buyer under any Contract; **'Buyer' means** any person who acquires Goods from SD under a Contract; **'Contract' means** any contract for the supply of Goods entered into between SD and the buyer; **'Quoted Date' means** the date of delivery as agreed between the Buyer and SD; **'Statutory Provisions' means** the Trade Practices Act 1974 and any statutory amendments thereof for the time being in force and any other relevant and applicable State and/or Commonwealth Legislation;

'Custom made fixture' means: Any light fixture which requires specific material, colour, size, shape or design, which is made up of different components and put together as a finished product. such as, but not limited to this are as follows: Circa, Conic, Rubic, Cubic, Fractal, Hive, Vector, and Oval pendants. Other fittings which have non standard colours or colour combinations are also classified as custom fixtures.

'Stock fixture' means: A pre-existing item which is not subject to any changes in its shape, size, colour, design or can be customised for specific project requirements. In the event that a 'Stock fixture' is required to be altered for any reason, it becomes classified as a 'Custom made fixture' and is subject to the terms and conditions of these types of fixtures.

2. WHOLE OF CONTRACT

- (a) Unless SD otherwise agrees in writing, these are the only terms and conditions for the supply of Goods by SD to the Buyer to which SD will be bound and the Buyer agrees that these terms and conditions will in all circumstances prevail over the Buyer's terms and conditions of purchase (if any); and
- (b) supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the Goods including, but not limited, to those relating to the performance of the Goods or the results that ought to be expected from using the Goods.

3. PURCHASE ORDERS

When ordering Goods an official order is to be submitted showing order number, Australian Business Number and a full description of Goods to ensure the order is correctly filled.

4. WARRANTIES

- (a) SD warrants that the Goods supplied are of merchantable quality;
- (b) Any liability for breach of sub clause 4(a) or a condition or warranty implied into the Contract by law including without limitation the Statutory Provisions (other than a condition implied by section 69 of the Trade Practices Act) is limited to any one of the following as determined by SD.
 - (i) the replacement of the Goods or the supply of equivalent Goods;
 - (ii) the replacement of the Goods or payment of the costs of having the Goods repaired by SD
 - (iii) the refund of the price paid by the Buyer for the Goods.

The Buyer will examine the Goods for defects and shall notify SD of any defects in writing within 24 hours of delivery. If the Buyer does not notify the SD within 24 hours of delivery the Buyer shall be deemed to have accepted the Goods.
- (c) To the extent the law permits, SD excludes all other liability to the Buyer arising out of or in any way connected with a Contract including any liability for consequential or indirect losses of any kind what so ever arising and whether caused by breach of statute, breach of contract, negligence or other tort. Consequential or indirect losses will be taken to include but not be limited to:
 - (i) any loss of income, profit or business;
 - (ii) any loss in the nature of overhead costs; and
 - (iii) any loss of goodwill or reputation.

- (d) Costs incurred by SD are limited to the shipment and replacement of Goods damaged and does not in any way, shape or form cover the removal or installation of replacement Goods, hire of installation equipment, hire of labour to undertake works or disposal of packaging materials or defective goods, unless otherwise agreed to by SD in writing. SD must be given the opportunity to select any contractors to undertake any agreed CONT.....

repairs or replacements. Under no circumstances will SD pay for the hire of any at height working equipment, including but not limited to ladders, scaffolding, scissor lifts or the like. Ceiling fixings of fittings which are not accessible by a maximum legal height ladder of 3 metres or located in difficult to reach locations such as stairwells, double height voids or the like will not be considered in any such agreed costs. If agreed by SD to repair or replace fittings, it will only be undertaken from Monday to Friday from 9am to 5pm.

(e) The warranty period is for Twelve (12) Months. The date of the warranty period starts from the date the fittings are received, by the nominated receiver. It is assumed that the fittings are received, installed and operational on the date received. Dependant on the type of item selected the warranty period may vary from the standard 12 Month period. All variations to the warranty period must be confirmed in writing.

5. ADVICES

The Buyer hereby acknowledges that it has not relied on any service involving skill or judgement, or any advice, recommendation, information or assistance provided by SD in relation to the Goods or their use or application.

6. SAMPLES

When a Contract is conditional on the Buyer's approval of a sample provided by SD there is no undertaking, and it shall not be a term of the Contract, that the Goods will be exactly the same as the sample, although SD will use its best endeavours to ensure the Goods supplied are identical with the sample.

7. CANCELLATION OF ORDERS

Orders cannot be cancelled without SD's written consent and then only under terms that will indemnify Satelight Design Pty Ltd against any loss. Please read definitions for 'Custom made fixture' and 'Stock fixtures'. Please confirm with your project manager what each item on a quote is classified as prior to ordering.

- (a) Should you wish to cancel a purchase order placed via email or fax please call the project manager within 24 hours of submitting order on +61 3 9399 5805 and email to info@satelight.com.au.
- (b) If an order is cancelled after a deposit has been paid and production has commenced, you are liable for the full payment for the order for any 'Custom made fixtures'. Payment for cancelled orders must be received within 2 weeks from the date of the cancellation notice being received. If no cancellation notice is received, 'SD' will seek to retrieve any outstanding invoices as a matter of priority.
- (c) For 'Stock fixtures' a restocking and packaging fee of 20% applies based on the cost of the fixture as long as Goods are merchantable quality. For Goods which have been returned and not deemed to be of merchantable quality, SD requires that 100% of costs are paid.

8. DELIVERY

SD will make all reasonable efforts to have the Goods delivered to the Buyer on the date agreed between the parties as the Quoted Date, but SD shall not be liable for any failure to deliver or delay delivery for any reason. SD does not warrant the service provided by any of its freight carriers and in no way guarantees the delivery of a third party service. It is the buyers responsibility to ensure that they have a authorised receiver for goods, delivery details are correct prior to goods being dispatched, ensure that the necessary personnel and equipment is present to remove goods from delivery vehicle . Any additional charges incurred by SD for the delivery of Goods to site, will be at the buyers cost.

9. RISK

- (a) Unless otherwise agreed in writing, all risk in and to the Goods purchased shall pass to the Buyer upon delivery to the Buyer or his agent or to a carrier commissioned by the Buyer.
- (b) Without in any way limiting the operation of the foregoing, upon delivery of the Goods to the Buyer or his agent or to a carrier commissioned by the Buyer, the Buyer covenants and warrants to SD that, in the storage and handling of the Goods, the Buyer and his agents or carriers shall comply with all relevant laws and regulations, and shall comply with all necessary and/or relevant permits or licenses pertaining thereto.
- (c) If SD does not receive forwarding instructions sufficient to enable it to dispatch the Goods within 14 days of notification to the Buyer that they are ready, the Buyer shall be deemed to have taken delivery of the Goods from such date.

10. PROPERTY

Property in the Goods shall not pass to the Buyer until all amounts owing to SD by the Buyer under the order relating to those goods are paid in full. Until that time:

- (a) the relationship between the parties shall be fiduciary and the Buyer shall hold the Goods solely as bailee of SD.
- (b) the Buyer shall store the Goods separately from other Goods and in a manner which clearly identifies them as the property of SD and shall keep separate stock records for all such Goods.

However, the customer may:

- (i) convert the Goods or incorporate the Goods into a new product or new products (the "new products") provided, however, that if the customer does so then, to the extent of the amount remaining unpaid on the Goods so converted or incorporated, the customer shall hold his interest in the new products on trust for SD; and
 - (ii) sell the Goods or the new products in the ordinary course of the Buyer's business provided, however, that the Buyer does not hold himself out as agent of SD and further provided that the Buyer holds separately and on trust for SD such part or the proceeds of sale of Goods or new products as equals the amount remaining unpaid on the Goods so sold. And/or the Buyer shall account to SD for such part of the proceeds;
- (c) SD may forthwith cancel the Buyers right under sub clause (b) above and may enter upon premises at which its Goods or the new products are stored without liability for trespass or any resulting damage and retake possession of the Goods or take possession of the new products if:
- (i) being a corporation the Buyer commences to be wound up or is placed under official management or a receiver and manager is appointed over its undertaking or property, or any part thereof;
 - (ii) being a natural person the Buyer becomes insolvent or bankrupt or commits an act of bankruptcy;
 - (iii) the Buyer enters into an arrangement or assignment for the benefit of creditors;
 - (iv) the Buyer parts with possession of the Goods other than in the ordinary course of business; or
 - (v) in the reasonable opinion of SD, the Buyer breaches any of these terms of trade.

11. HOLDING/STORAGE FEE

In the event that a consignment is completed and not able to be dispatched due to late payment, site delays or other reasons, 'SD' will provide a 1 week holding period when agreed in writing. After 1 week, 'SD' reserves the right to charge a holding/storage fee of \$50+GST per pallet/skid per week and \$25+GST per carton per week. Invoices for holding/storage fees will be sent a week in advance and must be paid prior to orders being dispatched.

12. PRICE

Unless otherwise agreed in writing, the price charged for the Goods shall be the ruling price as determined by SD at the date of delivery. Any price lists are subjected to alteration in accordance with the ruling price at that date.

13. FORCE MAJOR

Deliveries may be totally or partially suspended by SD during any period in which SD may be prevented or hindered from manufacture, delivery or supply through any circumstances outside SD's reasonable control, including but not limited to strikes, lockouts or other labour difficulty, inability to obtain any necessary materials, equipment, facilities or services, power or water shortage, accidents or breakdowns of plant, machinery, software, hardware or communication, SD shall not incur any liability to the Buyer in respect of such suspension.

14. WAIVER

The failure of SD at any time to insist on performance of any provision of these terms and conditions is not a waiver of SD's rights at any later time to insist on performance of that or any other provisions.

15. GOVERNING LAW

The supply of Goods under these terms and conditions is governed by the law of the State of Victoria and SD and the Buyer submit to the exclusive jurisdiction of the courts of the State of Victoria.

16. INTELLECTUAL PROPERTY

The Buyer acknowledges that the Goods are manufactured under design and copyrights which are the exclusive intellectual property of SD and that all names and marks are also exclusive intellectual property of SD and the Buyer shall not copy or permit any third party to copy any of the Goods or in any other infringe such intellectual property rights of SD.

17. REFUND AND EXCHANGE POLICY

SD endeavours to manufacture and supply high quality fixtures. In the event that you are dissatisfied with your purchase, SD will assist you with the relevant options for the type of fittings.

For items which are pre-boxed and not customised or altered in any way shape or form, and returned within 7 days of receipt of goods in their original packaging and in good merchantable order, SD will offer a refund. A 20% charge will be applied to restocking fee for the goods only. The original freight and packaging charges and return of goods to SD and cost of reshipping is at the buyers expense.

For customised fixtures, which include specific colour combinations, materials, sizes, shapes, bespoke designs to clients specifications or to SD design. SD does not offer a refund, exchange or credit. In the event that an order is cancelled and no design documentation has commenced or production has commenced then a refund may be applied in full or in part.

In the event that an item is found to be faulty and no longer constitutes part of SD's product offering, SD may elect to either swap the Faulty item for a similar item at a similar price or refund the cost of the item to the purchaser.

From time to time, a product may be altered and SD reserves the right to make any such changes it deems fit, without prior warning. SD cannot guarantee consistency of fabrics, LED's or the like from different batches. We endeavour to do our best to match these where possible.

18. INSURANCE POLICY

SD holds Public and Product Indemnity insurance and any claim cannot exceed \$20 Million dollars.