

SALE TERMS AND CONDITIONS

Between: Gessner Pty Ltd (ACN 650 104 144), Gessner ("we", "us", "our")
And: Australia Pty Ltd (ACN 650 097 788)
The Customer ("you", "your")

The following are the contractual Sale Conditions upon which you have agreed to purchase the Goods from us:

1. Interpretation

In these Sale Terms and Conditions ("**Sale Conditions**"), the following definitions will apply:

Agreement means the documents forming one agreement to supply the Goods to you, comprising the following:-

- (a) Sales Order Confirmation;
- (b) Quotation or Purchase Order;
- (c) these Sale Conditions; and
- (d) any Warranty Policy document issued by us in relation to the Goods;

Australian Consumer Law (ACL) means Schedule 2 of the Competition and Consumer Act 2010 (Cth);

Business Day means a day that is not

- (e) a Saturday or Sunday; or
- (f) a public holiday, special holiday or bank holiday in Queensland, Australia; or
- (g) a day on which banks in Brisbane, Queensland are not generally open for business.

Customer, "you" and "your" means the person or entity purchasing the Goods from us;

Corporations Act means the Corporations Act 2001 (Cth);

Credit means your deferred debt to us for the purchase of the Goods from us;

Delivery means making the Goods available at the Delivery Address, whether collected or shipped and **Delivered** has a corresponding meaning;

Delivery Address means Our Premises or any other place of delivery or collection specified on the Order Confirmation issued by us;

Delivery Date means the date specified in the purchase order issued by us, or such other date as notified by us in writing;

Due Date means the day payment is due as advised by us to you;

GST means Goods and Services Tax imposed under the GST Law;

GST Law has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* or any Act which amends or replaces that Act in the future, imposing or relating to GST, and includes, where the context permits, any Australian Tax office ruling or determination;

Goods means all goods supplied or to be supplied by us to you, including without limitation Goods that have been purchased by you and retained by us at your request for alteration/additional works;

Insolvency Event means, for a person:

- (a) being in liquidation, provisional liquidation or under administration;
- (b) having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property;
- (c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (d) being unable to pay its debts as and when they fall due or otherwise insolvent;
- (e) the taking of any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act); or
- (f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its creditors, or any analogous event, except where the compromise or arrangement does not prejudice the interests of any creditors

Manufacturing Process means the act of mixing the Goods with other ingredients;

Manufactured means the product created using the Goods;

Obligation means any express or implied legal, equitable, contractual, statutory or other obligation, agreement, covenant, commitment, duty, undertaking or liability;

Order means your offer to us to purchase the Goods;

Our Premises means any premises from which we carry on the business of supplying the Goods;

Sale Conditions means these Sale Conditions and includes, where the context requires, any additional Sale Conditions agreed to by us in writing from time to time; and

Sales Order Confirmation means the written confirmation (including by email or other electronic means) issued by us to you confirming acceptance of your Order, and specifying the Goods, quantities, price, estimated delivery date, and any other relevant terms of supply.

Statement means a statement issued by us to you or at our direction in respect of any supply of Goods under this Agreement;

Tax Invoice means a GST tax invoice issued by us in respect of any supply of Goods;

Unmixed means the state the Goods are in before they are altered in the Manufacturing Process (if any);

Warranty Policy means our written product warranty policy as updated from time to time.

2. Application of Sale Conditions

2.1 Until we have accepted an Order in accordance with clause 2.3 of these Sale Conditions:

- (a) Any quotation, estimate or price prepared or represented by us ("**Quote**") is:
 - (i) Indicative only;
 - (ii) Not an offer to contract; and
 - (iii) Is only valid for 30 days.
- (b) No Order by you to us following a Quote will by itself or association in a Quote, bind us; and
- (c) All Quotes prepared by us may be withdrawn or varied by us.

2.2 If you request Goods from us and that Order is consistent with a Quote, you offer to contract with us on the basis of the Order and the Quote.

2.3 We may accept an Order from you under these Sale Conditions for new and used vehicles, machinery, plant and equipment or other Goods when we provide you with a Sales Order Confirmation.

2.4 Upon acceptance by us under clause 2.3, a Contract comes into existence between us and you incorporating the following documents (together, the Agreement) listed in order of priority:

- (a) The Sales Order Confirmation;
- (b) These Sale Conditions;
- (c) Any document attached or annexed to these Sale Conditions by us;
- (d) The Warranty Policy; and
- (e) The Order placed by you excluding any attached or associated terms and conditions.

3. General

3.1 All quotations given by us and all Orders for the Goods placed by you are accepted subject to these Sale Conditions.

3.2 You must provide us with all information, specifications, instructions, approvals and access reasonably required by us to supply the Goods. We are entitled to rely on the accuracy and completeness of the information that you provide.

3.3 We will not be liable for any delay or failure to deliver the Goods or perform any services to the extent that the delay or failure is caused or contributed to by any of your act, omission or failure (including any delay in providing required information, instructions, access or approvals).

4. Pricing and GST

4.1 The price we charge for the Goods will be as stated in the Sales Order Confirmation unless we agree in writing at your request to charge another price (the "Price").

4.2 Pricing is exclusive of GST unless stated otherwise.

- 4.3 If GST applies to any supply under this Agreement, you must pay us the Price of the Goods supplied together with the GST.
- 4.4 We may vary the Price of the Goods by written notice to you at any time prior to issuing the Sales Order Confirmation. Once a Sales Order Confirmation has been issued by us, the Price is fixed unless:
- (a) there is a change in the cost of materials, labour, freight, taxes, duties, or exchange rates beyond our control; or
 - (b) you request any variation to the Order, specifications, or delivery schedule (or delivery is delayed due to your act or omission),
- in which case we may increase the Price to reflect those changes by written notice to you. If you do not agree to the varied Price, you may cancel the affected portion of the Order without penalty within 5 Business Days of receiving notice.
- 5. Payment terms**
- 5.1 Unless we agree otherwise in writing, payment must be made:
- (a) By the due date stated in the Sales Order Confirmation; and
 - (b) In cleared funds to our bank account nominated in writing.
- 5.2 If a deposit is required, your order will not be scheduled for production or action until the deposit is received.
- 5.3 Deposits are non-refundable if you cancel the order more than 14 days after payment, except where required by the Australian Consumer Law, including in cases of our failure, delay, or breach of this Agreement.
- 5.4 You must pay the Price upfront and in full, in cleared and available funds before any collection or delivery of Goods.
- 5.5 Time is of the essence in relation to the payment of Goods. If you fail to pay us any amount when due, we are entitled to receive payment of interest at 3% per annum above the Reserve Bank of Australia target cash rate in interest calculated daily from the date that it falls due for the duration that it remains unpaid.
- 5.6 We reserve the right to deduct, set off, backcharge or otherwise account for, amounts paid by you against any other amounts owed by you to us or claimed to be owed whether arising under or in connection with this Contract or otherwise.
- 6. Retention of Title and PPSA**
- 6.1 We will retain both the legal and equitable title to all Goods supplied to you until the purchase price in respect of such Goods has been received in full by us by way of cleared funds.
- 6.2 If:-
- (a) you fail to pay for the Goods by the Due Date; or
 - (b) action is commenced to place you into voluntary administration, liquidation, receivership or external management; or
 - (c) we have reasonable grounds to believe that for whatever reason, you may be unable to pay for the Goods,
- you, by accepting delivery of the Goods, agree to us entering upon any premises under your control to take possession of the Goods (Unmixed and or Manufactured) and agree to deliver up the Goods in good and merchantable condition, on demand by us.
- 6.3 Until title in the Goods passes to you, you must:
- (a) Keep the Goods insured, and note us a beneficiary;
 - (b) Store the Goods separately from any other goods and identify them as our property; and
 - (c) Not sell, lease or otherwise deal with the Goods except as our agent.
- 6.4 You grant us a purchase money security interest under the Personal Property Securities Act 2009 (Cth) over the Goods and their proceeds, and consent to registration on the Personal Property Securities Register.
- 6.5 You indemnify us against any action, claim or other demand which may arise out of any lawful act done by us in exercise of our rights pursuant to this clause.
- 6.6 We will be entitled to resell any Goods which we have taken into our possession pursuant to this clause and we will be released from all of our obligations to you under the Agreement.
- 6.7 All proceeds (whether tangible or not) with respect to any dealing with the Goods will be held by you in trust for us. You will:
- (a) keep such proceeds in a separate account;
 - (b) keep records to enable identification of those proceeds and identification of the Goods to which those proceeds relate;
 - (c) make those records available to us on demand, until such time as we have been paid in full for the Goods.
- 6.8 If you:
- (a) alter the Goods; or
 - (b) allow the Goods to be altered or used in a Manufacturing Process;
- you warrant that you will hold such part of the proceeds received with respect to that Manufacturing Process in trust for us as relates to the purchase price of those Goods.
- 6.9 In this clause "PPSA" means the Personal Property Securities Act 2009 (Cth), "PPSR" means the Personal Property Securities Register established under the PPSA and "Security Interest", "Proceeds", "Financing Statement", "Financing Change Statement", "Accounts and Accessions" and "Purchase Money Security Interest" have the meanings given to them in the PPSA.
- (a) You acknowledge you have granted us a Security Interest in the Goods and their Proceeds including any Accounts and Accessions by virtue of the retention of title pursuant to this clause 9.
 - (b) You agree that:
 - (i) the Goods we supply secure the payment of the price of those Goods and of any other Goods or services we supply;
 - (ii) you will do all things necessary to enable us to register a Financing Statement or Financing Change Statement on the PPSR as a Security Interest and a Purchase Money Security Interest pursuant to the PPSA.;
 - (iii) you will not change your name, A.C.N. or A.B.N. or other details required on the PPSR without first notifying us;
 - (iv) you waive rights to receive a verification statement in respect of any Financing Statement or Financing Change Statement in respect of the Security Interest created pursuant to these Sale Conditions;
 - (v) you must pay our cost to discharge or amend any Financing Statement or Financing Change Statement.
 - (c) To the extent permitted by law, you agree that sections 130, 142 and 143 of the PPSA will not apply.
 - (d) To the extent permitted by law, you waive any rights you have under, and hereby contract out of sections 95, 123, 129(2), 132, 134(2) and 135 of the PPSA.
 - (e) You agree the provisions of this clause 6 apply despite any arrangement under which we grant Credit to you.
- 7. Default**
- 7.1 Where you are in default in the performance of any of your Obligations under the Agreement, we may, at our election and without prejudice to any of our other Rights, refuse to supply or deliver further Goods to you.
- 7.2 All costs and expenses incurred by us in recovering monies due to us (including without limitation legal costs on a solicitor and own client basis, administrative and secretarial costs, debt collection agencies' commission or other collection costs) will be payable by you within seven (7) days of written demand being made to you by or on our behalf.
- 8. Delivery**
- 8.1 Dates for delivery are estimates only and we will not be liable for any loss or damage arising due to delay in the delivery of Goods to you. You will not be relieved of performance because we do not deliver the Goods on the Delivery Date.
- 8.2 Risk passes to you on Delivery. For the avoidance of doubt, the Goods are at your risk from the time they leave Our Premises and we will not be responsible for any loss or damage caused to the Goods once they have left Our Premises.
- 8.3 On the Delivery Date, we will make the Goods available for collection by you at the Delivery Address. You are solely responsible for collection of the Goods from us and we are not liable for any expense, loss, damage or delay occasioned to you or your customers arising from the collection of the Goods and their loading at and transport away from the Delivery Address.
- 8.4 Delivery is complete when the Goods leave Our Premises or are made available for collection.
- 8.5 No alleged defect in the Goods or claim in respect of the Goods delivered will entitle you to refuse to accept Delivery of any other part of the Goods.
- 8.6 You are responsible for arranging, effecting and maintaining your own insurance in respect of the Goods from the time of Delivery.
- 8.7 We will at your request endeavour to adhere to your directions with respect to shipping of Goods to you, at your risk and expense, however, we reserve the right to ship in another manner if your directed shipping method is inconvenient or impracticable. You will accept the Goods promptly and are responsible for and will

pay for demurrage and storage charges caused by any failure by you to do so.

9. Instalment Deliveries

Unless otherwise expressly stated, we have the right to deliver the Goods in instalments. All instalments will be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to pay for any instalment when due will excuse us from making any future deliveries.

10. Force Majeure

We will be entitled to give notice to you to either extend the time for delivery of the Goods for a reasonable period or to terminate this Agreement if we are prevented from performing any of our Obligations including (without limitation) making a delivery of Goods by reason of force majeure (for example, and without limitation, breakdown of plant or machinery, war, terrorist attack, strike, industrial dispute, government interference, transport delay, act of God, flood, fire, accident, non-delivery or shortage of supplies of Goods or any other cause not under our control).

11. Warranties and Liabilities

11.1 We warrant and you agree that in relation to new Goods, that the benefits and obligations of the manufacturer's warranty apply in all respects and is, subject to clause 12, the sole and exclusive remedy for those Goods.

11.2 We warrant that the Goods will be free from defects in materials and workmanship for a period of 12 months from the date of Delivery ("**Warranty Period**"), subject to the Warranty Policy.

11.3 This warranty is in addition to any rights you have under the ACL. The benefits given by this warranty are in addition to your other rights and remedies under the ACL.

11.4 To make a warranty claim, you must follow the process set out in the Warranty Policy, including providing proof of purchase and evidence of proper installation, operation, and maintenance.

11.5 Our warranty will not apply to defects or damage caused by:

- (i) Normal wear and tear;
- (ii) Misuse, neglect, accident, or improper storage;
- (iii) Incorrect or improper installation, commissioning or setup of the Goods, including installation by any third party who is not competent and appropriately qualified;
- (iv) Failure to follow our operating or maintenance instructions (if any);
- (v) Modifications or repairs not authorised by us; or
- (vi) installation, operation, commissioning, maintenance or repair of the Goods not carried out with due care and skill by competent and qualified personnel, in accordance with any instructions, specifications, manuals or guidelines issued by us (whether supplied at delivery or subsequently made available), and — where no such instructions are provided — in accordance with sound engineering and agricultural practices and as a prudent and experienced operator would reasonably maintain comparable goods. For the avoidance of doubt, failure to comply with this clause will void the warranty and release us from liability for any resulting loss, defect or damage to the maximum extent permitted by law.

11.6 If a warranty claim is accepted, our liability is limited (to the maximum extent permitted by law) to, at our option:

- (i) Repairing or replacing the Goods; or
- (ii) Supplying equivalent goods; or
- (iii) Paying the cost of repair, replacement, or acquiring equivalent goods.

12. Consumer provisions

12.1 Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Purchaser is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Purchaser is also entitled to have the Goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

12.2 This clause only applies to you if you are a Consumer. You will be a Consumer ("**Consumer**") only if:

- (a) the Price of the Goods is less than the amount prescribed under the Australian Consumer Law; or
- (b) the Goods or Services are of a kind ordinarily acquired for personal, domestic or household use or consumption (irrespective of the Price).

12.3 You are entitled to choose a refund or replacement for major failures with Goods. If a failure with the Goods does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the Goods and to cancel the Contract for the Services and obtain a refund of any unused portion.

12.4 Nothing in this agreement is intended to have the effect of excluding any rights under the Australian Consumer Law or other laws which may not be excluded by the Contract (Non-Excludable Rights).

12.5 Where clause 12.1(b) does not apply, to the maximum extent permitted by Law and notwithstanding clause 12.2, the liability of us in respect of any breach or failure to comply with a Non-Excludable Right is limited to:

- (a) the replacement of the Goods or the supply of equivalent goods;
- (b) the repair of the Goods;
- (c) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; and
- (d) the payment of the cost of having the Goods repaired.

13. Limitation of Liability and indemnity

13.1 Except as required by the ACL or other applicable law, and subject to clause 12, we exclude all liability for indirect or consequential loss, damage, cost, or expense suffered by you or any third party, including but not limited to:

- (a) Loss of profit, revenue, business, or opportunity;
- (b) Downtime or loss of production;
- (c) Indirect or consequential loss;
- (d) Third-party claims.

For the avoidance of doubt this does not apply to the extent it would contravene the ACL or other non-excludable rights.

13.2 Except as required by the ACL or other applicable law, our maximum aggregate liability for all claims arising out of or in connection with the Agreement (whether in contract, tort, or otherwise) is limited to the total amount paid by you for the Goods giving rise to the claim.

13.3 We are not liable for any defect or damage to the extent caused or contributed to by installation, operation, maintenance, storage, or handling contrary to our instructions or specifications.

13.4 To the extent permitted by Law, you indemnify and hold us harmless from and against any claim, action, proceeding, loss, damage, cost, or expense (including legal costs on a full indemnity basis) arising out of or in connection with:

- (a) Your breach of the Agreement;
- (b) Any negligent or unlawful act or omission by you or your employees, agents, or contractors;
- (c) Installation, use, operation, maintenance, or modification of the Goods by you or any third party;
- (d) Any injury to, or death of, any person, or damage to any property, caused or contributed to by the Goods after Delivery, except to the extent caused by our negligence.

13.5 This indemnity is a continuing obligation, separate and independent from your other obligations, and survives termination or completion of the Agreement.

13.6 This indemnity does not apply to the extent that the claim arises from our negligence, breach of this Agreement, or a failure to comply with the Australian Consumer Law.

14. Installation Disclaimer

14.1 We design and manufacture Goods. However, we do not supervise or control the installation of our products once they leave Our Premises. To the extent permitted by law, we are not liable for any loss, damage, cost or expense arising out of, or in connection with, the installation, assembly, commissioning, or use of the Goods where:

- (a) the Goods were not installed, assembled, commissioned, operated or maintained strictly in accordance with our instructions, manuals or guidelines; or
- (b) the installation or commissioning was carried out by you or a third party not authorised by us.

- 14.2 You are solely responsible for ensuring that installation, assembly, commissioning and maintenance of the Goods are performed with due care and skill by competent and qualified personnel and in accordance with any applicable instructions, manuals or guidelines.
- 14.3 This clause does not exclude, restrict or modify any rights or remedies you may have under the Australian Consumer Law, including any consumer guarantees that cannot be excluded.
- 15. Returns, Damage or Defects**
- 15.1 You must, within seven (7) days of receipt of Delivery of the Goods, check the Goods and notify us in writing of any alleged damage, defects in quality or any Statement or Tax Invoice inaccuracies including any short supply of Goods, time being of the essence. This does not affect any rights under the Australian Consumer Law to report defects within a reasonable period depending on the nature of the Goods and the fault. We will endeavour to replace any damaged Goods or remedy any inaccuracies as soon as reasonably practicable but will not be liable for any loss or damage which arises or results from any inaccuracy, damage or short supply save for our liability under clauses 11, 12 and 13.
- 15.2 Any dispute will be referred to an independent Quality Assurance assessor for determination as soon as reasonably practicable provided that our liability for loss or damage which arises or results from any inaccuracy, damage or short supply will be limited under clauses 11, 12 and 13.
- 15.3 Failure to notify us in accordance with clause 15.1 will preclude you from making any claim against us for damaged or defective Goods or for inaccuracies in a Tax Invoice/Statement and it will be assumed that you are satisfied with the condition, quality and safety of the Goods, their fitness for purpose and their compliance with the description.
- 15.4 You must not return Goods to us except with our written consent obtained in advance of such return, except where the Goods are defective or fail to comply with any applicable consumer guarantee under the Australian Consumer Law.
- 15.5 Unless otherwise agreed in writing, you are responsible for arranging and paying the cost of returning Goods to us for assessment. If the Goods are found to be defective or fail to comply with any applicable consumer guarantee under the Australian Consumer Law, we will reimburse you for any reasonable costs incurred in returning the Goods.
- 15.6 Where the Goods are large, heavy, installed, or otherwise difficult or costly to transport, we may elect, at our discretion, to arrange collection of the Goods at our cost.
- 15.7 Authorised returns must be sent to us at your expense, unless clause 15.5 or 15.6 applies. If not sent in such a way, your Credit may be increased and/or you will be liable for any cost of freight and transportation of the Goods will be at your risk.
- 15.8 Where Goods are returned to us for assessment, or we inspect the Goods for a potential warranty claim, and we reasonably determine that the Goods are not defective and do not fail to comply with any applicable consumer guarantee under the Australian Consumer Law, then you must by the applicable Due Date:
- Reimburse us for all related shipping costs incurred by us; and
 - Pay to us our reasonable labour costs to test the goods (including travel costs to travel to any particular location)
 - Pay to us an amount representing our costs associated with undertaking inspection and repackaging, warehousing and handling and/or returns to suppliers.
- 16. Goods Ordered for Collection**
- We will hold Goods ordered for collection for a maximum period of fourteen (14) days after the Delivery Date. If the Goods are not collected within that time, we may, at our election, without giving notice to you deliver the Goods to you or sell the Goods to another Customer as we see fit. If we elect to transport the Goods to you, all costs incurred by us to do so will be payable by you.
- 17. Intellectual Property**
- 17.1 You acknowledge and agree that all intellectual property rights (including but not limited to patents, registered designs, trade marks, copyright, confidential information, know-how, and trade secrets) in or relating to the Goods, and any materials or documentation supplied by us, are and remain the exclusive property of us (or the manufacturer).
- 17.2 No right, title, or licence is granted to you under any intellectual property owned or used by the Company other than the limited right to install, operate, maintain, or resell the Goods in the ordinary course of your business.
- 17.3 Any drawings, plans, specifications, manuals, or other documents or materials provided by us to you remain the property of us (or the manufacturer where applicable) and must be treated as strictly confidential. You must not:
- disclose such materials to any third party, except to personnel or contractors who have a need to know for the purpose of installing or operating the Goods and who are bound by confidentiality obligations;
 - use such materials for any purpose other than installing, operating, or maintaining the Goods.
- 17.4 You indemnify us for any loss, cost, or liability incurred by us as a result of a breach of this clause.
- 17.5 The obligations in this clause survive the delivery, installation, resale, or any termination of the agreement.
- 18. Termination**
- 18.1 If:-
- you default in any of your obligations under this Agreement;
 - you fail to pay for the Goods by the Due Date; or
 - you are, or we in our reasonable discretion determine that you are likely to be, the subject of an Insolvency Event
- then we may immediately upon notifying you, do one or more of the following:
- terminate this Agreement or any other contract between the parties to this Agreement including any Credit arrangement;
 - suspend the performance of any or all of our obligations under this Agreement until the end of the period in which you have suspended or ceased to carry on business;
 - demand immediate payment for any Goods:
 - already delivered or provided by us to you for which payment in accordance with this Agreement has not been received by us; and
 - ordered by you but not yet delivered or provided by or on behalf of us, other than that contained in the Warranty Policy; and/or
 - exercise those rights under clause 6.
- 18.2 Our rights under this clause 18 shall be without prejudice to any other rights we may have against you.
- 19. Governing Law**
- This Agreement is governed by the laws of Queensland. The parties submit to the jurisdiction of the Courts exercising jurisdiction in Queensland located nearest to Our Premises with respect to any dispute which may arise between the parties concerning this Agreement, the sale and/or delivery of Goods or any other matter arising out of the dealings between the parties including but not limited to, any claims by us for the unpaid price of Goods or any claim (whether raised as a claim or a defense) by you against us with respect to the Goods.
- 20. Notice**
- 20.1 Any notice given must be in writing and delivered by hand, or sent by post or email as follows:
- If to us, to our registered office; and
 - If to you, as per the details in the Sales Order Confirmation or Quotation or Order; or your registered office, if you are operating under a registered business name or are a company.
- 20.2 A notice is regarded as being given by the sender and received by the addressee:
- if the notice is delivered by hand, when delivered to the addressee;
 - if the notice is sent by post within Australia, at 9:00am on the 6th business day following the date of postage;
 - if sent by electronic mail, is sent to the receiving party at the receiving party's most recent email address provided in connection with an application for Credit or Order, unless the sending party receives a notification of delivery failure within 24 hours of the email being sent.
- 20.3 A notice delivered or received:
- on a day which is not a business day or after 4.00 pm (recipient's time) is regarded as received at 9:00 am on the following business day;
 - before 9.00 am (recipient's time) on a business day it is regarded as received at 9.00 am that day.
- 20.4 You must ensure that the email address(es) used:
- in any application for credit; and
 - in connection with an Order, are maintained and, where necessary, updated periodically to ensure that all Notices can be delivered or received in accordance with this Agreement; and
 - you are responsible for maintaining your email address(es) and notifying us of any change to such address(es).

21. Privacy

- 21.1 We will collect, use, store, and disclose personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).
- 21.2 We may use and disclose personal information held by us, including information relating to your commercial dealings and transactions with us, for purposes including (but not limited to):
 - (a) arranging for the delivery of the Goods;
 - (b) facilitating our internal business operations, including meeting any legal or regulatory requirements;
 - (c) undertaking credit reference checks and verifying your financing arrangements;
 - (d) arranging or facilitating any warranty repairs or services; and
 - (e) providing you with information and promotional material about products and services that may be of interest or benefit to you, with you being able to opt out of receiving such communications at any time.
- 21.3 Our Privacy Policy (available at <https://www.gessner.com.au/privacy-policy/>) explains how personal information is handled, how you may access or request correction of your personal information, and how to make a privacy complaint.
- 21.4 You may request access to, or correction of, personal information at any time. We will respond to such requests within a reasonable period in accordance with the Privacy Act and APPs.

22. Miscellaneous

- 22.1 We may assign or subcontract this Agreement, or the production, manufacture or supply of the whole or any part of the Goods without seeking your consent.
- 22.2 Any variation to this Agreement must be in writing and authorised by a Director of us.
- 22.3 You must notify us of any material change of ownership or a material change in your board of directors.
- 22.4 Nothing in this Agreement may be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified, including without limitation the operation of the Australian Consumer Law.
- 22.5 If any provision in this Agreement is or at any time becomes illegal, invalid or unenforceable, the remaining provisions will continue in full force and effect. Any illegal, invalid or unenforceable provision will, so far as possible, be read down to the extent that it may be necessary to ensure it is not illegal, invalid or unenforceable. All Obligations of the Guarantor and you under this Agreement will survive the severance of any provision, or part of a provision, to the extent required to be fully observed and performed.
- 22.6 This Agreement represents the entire agreement between the parties. The existence of any implied, collateral or other agreement is negated.

ACCEPTANCE

By signing the below, the Customer acknowledges that it has read, understood and agrees to be bound by these Sales Terms and Conditions

Where Customer is a company

EXECUTED by you by your duly authorised officer

(Customer's name)

(Customer's Officers signing on your behalf)

(Customer's Officers Name and Position)

(Date)

Where Customer is NOT a company

EXECUTED by
Signed, sealed and delivered

(Customer's name)

(Date)