

Allight Pty Ltd Terms and Conditions of Sale

1. Sale of Products and Additional Services

All sales of Products and Additional Services are subject to these Terms, the additional terms set out in any Quote and any Order Acceptance Form. If there is any inconsistency between these Terms and the Order Acceptance Form, these Terms prevail. If there is any inconsistency between these Terms or the Order Acceptance Form and the additional terms set out in any Quote, the Quote prevails. The terms or conditions of any other document (including the terms on any Customer purchase order) are not valid or binding and do not vary these Terms.

2. Delivery

2.1 Delivery to Delivery Location

- (a) Unless clause 2.1(b) applies, delivery is ex-works at Allight's Premises. Customer must collect the Products within 7 days of Allight's notice that they are ready for collection from Allight's Premises. If Customer does not, then Customer must pay storage fees to Allight, at the rate specified in the rate card attached to these Terms, for each day (or part-day) the Products remain uncollected. If the Products remain uncollected after 28 days, Allight may at its option cancel the sale of the Products, and clause 15(c) will apply.
- (b) If the Delivery Location is not Allight's Premises, Customer must pay Allight the delivery charges specified in the Quote. The Products are deemed delivered: within Australia, when they arrive at the Delivery Location; or outside Australia, when Allight has fulfilled the requirements of the Incoterms Delivery Clause.

2.2 Time for delivery

Any delivery date notified by Allight to Customer is an estimated date only. Allight will use reasonable efforts to meet the dates, but they are not binding on Allight. To the extent permitted by law, Allight is not liable to Customer for any Loss arising out of, or in connection with, any delay in delivery for any reason.

2.3 Additional Services

If Customer requests and Allight agrees, Allight (or its subcontractors) will provide Additional Services to Customer. Customer must pay to Allight fees for those Additional Services at the rate advised by Allight and agreed to by Customer prior to the performance of the Additional Services.

3. Title and risk

3.1 When title and risk pass

Risk of loss or damage to the Products passes to Customer when the Products leave Allight's Premises. Title to the Products passes to Customer when Allight has received payment in full from Customer, in cleared funds, of all amounts due under these Terms in respect of those Products.

3.2 Before title passes

Until title to a delivered Product passes to Customer under clause 3.1.

- (a) Customer may use the Product in the ordinary course of business, but must ensure the Product is protected from loss or damage, retained in a state of merchantable quality and clearly identified as Allight's property;
- (b) Customer must not without Allight's prior written consent:
 - (1) permit the Product to become comingled with or an accession to or be affixed to any other asset;
 - (2) change its name without 21 days' notice to Allight;
 - (3) relocate its principal place of business outside Australia or change its place of registration or incorporation;
 - (4) remove the Product from Customer's premises;
 - (5) if the Delivery Location for the Product is in Australia, move the Product outside Australia;
 - (6) alter the Product without Allight's prior written consent;
 - (7) create any security interest over the Product; or
 - (8) sell, sub-lease or dispose of its interest in, possession or control of the Product; and
- (c) Allight may enter Customer's premises at reasonable times to inspect the Products.

3.3 Insurance

Customer must, at its own cost, effect and maintain, with a reputable insurer, insurance over the Products with a liability limit of at least the full replacement cost of the Products, from the time risk in the Products passes to Customer until the time title to the Products passes to Customer under clause 3.1. Customer must ensure the insurance notes Allight as an interested party. Customer must, upon request, provide Allight with certificates of currency for the insurance. If

Customer does not effect or maintain the insurance, or provide Allight with certificates of currency on request, Allight may at its option obtain or maintain the insurance and recover (or set-off) the cost of doing so from Customer.

4. Products

4.1 Changes to Products

- (a) Allight may change the Specifications of the Products, provided that any such changes:
 - (1) do not materially alter the form, fit or functionality of the Products;
 - (2) result in Products of the same or higher quality; or
 - (3) do not cause the Products to breach a Non-excludable Obligation.
- (b) If Allight wishes to change the Specifications of the Products in a way which:
 - (1) materially alters the form, fit or functionality of the Products; or
 - (2) results in Products of a lower quality,

Allight must provide 14 days' notice to Customer of such changes and Customer may cancel the order for the Products by notice to Allight during the 14 day notice period.
- (c) No request from Customer for changes to the Products is binding on Allight unless both parties have agreed to the variation in writing signed by both parties.

4.2 Customer obligations

Customer must ensure that it uses, stores and otherwise handles the Products in accordance with:

- (a) the User Manual (to the extent applicable);
- (b) any other reasonable directions of Allight; and
- (c) all applicable laws.

4.3 Product safety

Provision of the Products or Additional Services by Allight in no way reduces Customer's obligation to ensure that their use of the Products and Additional Services and the relevant operating environment is safe and in accordance with applicable occupational health and safety laws, including where appropriate the incorporation of a fail safe device.

5. Price

- (a) Subject to the remainder of this clause 5(a), all Quotes are valid for 30 days. Prior to Customer accepting a Quote by submitting an order to Allight, Allight may vary the Quote by notice to Customer if the exchange rate varies by more than 5% or there is a material change in input costs.
- (b) The Price, unless otherwise agreed, is ex-works and includes no amounts for packaging, delivery, freight or loading charges, insurance, customs duty, excises or any other taxes, installation, commissioning or testing of the Products, or training in the proper use of the Products. If Allight agrees to incur any of these costs on Customer's behalf, Customer must pay for those costs at the prices notified by Allight to Customer at the time Allight agrees to incur such costs.
- (c) Allight may increase the Price by the full amount of any costs it incurs in connection with a Carbon Scheme.
- (d) Unless expressly included, the consideration for any taxable supply made under or in connection with these Terms does not include GST. Customer must pay the GST relating to any taxable supply made by Allight at the same time as it must pay for the taxable supply under these Terms.

6. Payment

- (a) If the Quote accepted by Customer specifies the payment of a Deposit, Customer must pay the Deposit to Allight within 5 days after placing an order. No order is binding until Allight has received the Deposit.
- (b) The Order Acceptance Form must be signed by Customer and returned to Allight.
- (c) Unless clause 6(d) applies, Customer must pay the Price, any amounts payable for storage, delivery, Additional Services or under clause 5(b), and any other costs payable by Customer under these Terms, within:
 - (1) the time period specified in the Quote; or
 - (2) if no time period is specified in the Quote, within 14 days after the date of Allight's invoice.
- (d) Allight is not required to release the Products until it has received payment for all amounts relating to them.

- (e) If Customer has a credit account with Allight, and Allight has approved Customer's credit for the Products, Customer must pay to Allight all amounts in each invoice from Allight within 30 days after the date of the invoice, unless otherwise agreed in writing by Allight.
- (f) Customer must pay all amounts due under these Terms in Australian dollars, in full, without any set-off or deduction.
- (g) If Customer fails to make any payment by the due date set out in this clause 6, then:
 - (1) it must pay to Allight on demand interest on the amount outstanding from the day payment was due until the day it is paid, at the ANZ Business Overdraft Indicator Lending Rate (or its replacement) plus 2%, accruing daily; and
 - (2) Allight may retain possession of any Products and suspend delivery of further Products until payment is received.

7. Repossession

- (a) If Customer does not pay to Allight when due any amount relating to a Product, or if the sale of a Product is cancelled before title passes to Customer under clause 3.1, Allight may:
 - (1) enter the premises where the Product is located, and repossess the Product;
 - (2) sever the Product from any structure to which it is affixed; and
 - (3) unless the sale is cancelled for convenience by Allight, by mutual consent, or by exercise of Customer's rights under the Australian Consumer Law, Allight may retain all amounts paid by Customer in relation to the Product.
- (b) Customer indemnifies Allight against any Loss Allight suffers, incurs or is liable for arising out of or in connection with Allight's exercise of its rights under clause 7(a).

8. Intellectual Property

- (a) Customer acknowledges and agrees that Allight owns all rights, including intellectual property rights, in the Allight IP. Customer acquires no rights in the Allight IP or any other material provided by Allight.

- (b) Customer must:
 - (1) not represent itself as the owner of or having any interest in the Allight IP or any part of the Allight IP except as otherwise agreed to in writing by Allight
 - (2) not use or allow the use of the Allight IP for any purpose except lawful use of the Products in accordance with the User Manual;
 - (3) do all acts and things reasonably required by Allight to defend Allight IP including the provision of any evidence required by Allight for use in the preparation or conduct of any proceedings relating to unauthorised use or infringement of Allight IP;
 - (4) not register or apply to register rights in relation to the Allight IP, and must not challenge or impair the Allight IP;
 - (5) not modify, reverse engineer or make a copy of the Allight IP for any purpose; and
 - (6) do all other acts and things that may be reasonably required by Allight to ensure the protection of the Allight IP.
- (c) To the extent that any intellectual property rights relating to the Products or any improvement do not vest in Allight, Customer hereby assigns, and must procure any third party to assign, all such intellectual property rights to Allight. Customer must (and must procure any third party to) execute any documents and do all things to effect the assignment of intellectual property rights in the Products and improvements in Allight.
- (d) Customer must immediately notify Allight of any issue, claim, demand, threat, notice of proceedings or cause of action (whether contingent, accrued or otherwise) against Customer relating to any Allight IP (**Proceedings**).
- (e) Customer has no right to:
 - (1) enter into any settlement discussions of any nature in relation to the Proceedings;
 - (2) settle or compromise the Proceedings in any way; or
 - (3) take any action in relation to the Proceedings,
 without Allight's prior written consent.
- (f) Allight may, in its absolute discretion, take over the conduct or handling of any

Proceedings to the exclusion of Customer. If Allight does so:

- (1) Allight must indemnify Customer against any liability for costs relating to the Proceedings from the date Allight elects to take over the Proceedings;
- (2) Allight is entitled to benefits, if any, of the Proceedings and is liable for any award of damages or other liability resulting from the Proceedings; and
- (3) Customer appoints Allight as its attorney to do in the Customer's name all acts, matters and things that Allight thinks fit in respect of the conduct of the Proceedings and Customer must furnish Allight with all assistance and information in that regard as Allight may reasonably request.

9. Confidential Information and Privacy

- (a) Subject to the remainder of this clause 9, each party must keep confidential the other party's Confidential Information, and not disclose it except with the other party's prior written consent.
- (b) Nothing in these Terms prohibits disclosure by a party of information which is in the public domain (other than as a wrongful act of that party); or required to be disclosed by law or any government agency having authority over a party, but before making any such disclosure, the party must to the extent reasonably possible, provide the other party with sufficient notice to enable it to seek a protective order or other remedy.
- (c) Allight may disclose Customer's information to its related bodies corporate and other third parties (such as its suppliers). Customer must, to the extent permitted by law, obtain from its employees or contractors, written authorisation for Customer to disclose to Allight, and Allight to collect, use and disclose to its related bodies corporate and other third parties, personal information about those employees or contractors.
- (d) The parties acknowledge and agree that Allight may collect personal information about individuals including an individual's name, street, postal and email addresses, telephone and fax numbers, professional information, financial and bank account details and consumer credit information.

(e) Customer acknowledges, accepts and agrees:

- (1) to Allight handling personal information collected by Allight pursuant to these Terms in accordance with Allight's privacy statement available from <https://allight.com/privacy>
- (2) that Allight may collect and use personal information of the Customer and disclose it to its related bodies corporate and other third parties (such as its supplier); and
- (3) that without collecting and using such information, Allight may not be able to properly provide the Products and Additional Services.

10. PPSA

10.1 General

- (a) Words and phrases in clause 3.2 and this clause that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context indicates otherwise.
- (b) Customer must fulfil its obligations under this clause 10 at its own expense, and must reimburse Allight's costs in connection with any of Customer's obligations under this clause.

10.2 Customer provides assistance

- (a) If Allight determines that these Terms or a transaction connected with them is or contains a security interest, Customer agrees to do anything (including supplying information, obtaining consents, signing and producing documents and getting documents completed and signed) which Allight reasonably requests for the purposes of:
 - (1) ensuring the security interest is enforceable, perfected and effective;
 - (2) enabling Allight to apply for registration, complete any financing statement or give any notification in connection with the security interest so Allight has the priority required by it; or
 - (3) enabling Allight to exercise rights in connection with the security interest.
- (b) If Customer holds any security interests and if failure by Customer to perfect such security interests would materially adversely affect Allight's business or

security interests, Customer agrees to perfect that security interest and to implement, maintain and comply in all material respects with, procedures for perfection of those security interests. Customer will take all steps under the PPS Law to continuously perfect any such security interests including all steps necessary:

- (1) for it to obtain the highest ranking priority possible in respect of the security interest; and
 - (2) to reduce as far as possible the risk of a third party acquiring an interest free of the security interest.
- (c) Customer must cause any financing statements required under clause 10.2(a) or 10.2(b) to be registered
- (d) in accordance with the PPS Law and, in any event, at such times as Allight may direct to maintain the priority required by Allight. If Allight considers in its absolute discretion that Customer has not taken steps to cause any such financing statements to be registered in respect of Customer's security interests, Customer authorises Allight to act on Customer's behalf to register such financing statements on Customer's behalf.

10.3 Notices and information related to PPSA

- (a) Allight need not give any notice under the PPSA, unless the PPSA requires the notice to be given, and the obligation cannot be excluded.
- (b) In respect of each delivered Product for which title has not passed to Customer under clause 3.1, Customer must notify Allight: (1) as soon as it becomes aware that any personal property which does not form part of the Product becomes an accession to the Product and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession; (2) as soon as it becomes aware that the Product is located outside Australia (unless the Delivery Location is outside Australia); and (3) upon Allight's request, of the present location of the Product.
- (c) Neither Allight nor Customer will disclose information of the kind mentioned in section 275(1) of the PPSA, unless disclosure is otherwise permitted under these Terms. Customer will not authorise, and will ensure that no other party authorises, disclosure of such information.

11. Product warranties

- (a) The Products and Additional Services come with guarantees that cannot be excluded by the Australian Consumer Law. For major failures with an Additional Service, Customer is entitled to:

- (1) cancel its services contract with Allight; and
- (2) a refund for the unused portion, or to compensation for its reduced value.

Customer is also entitled to choose a refund or replacement for major failures with Products. If a failure with the Products or an Additional Service does not amount to a major failure, Customer is entitled to have the failure rectified in a reasonable time. If this is not done, Customer is entitled to a refund for the Products and to cancel the contract for the Additional Services and obtain a refund of any unused portion. Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage or damage from a failure in the Products or Additional Services.

- (b) The benefits provided to Customer under this clause 11 are in addition to other rights and remedies available to Customer under applicable law.
- (c) Allight provides certain warranties depending on the nature of the Products and Additional Services ordered by Customer. Details of the warranties applicable to Customer and how Customer can claim such warranties will be provided with delivery of the Products.
- (d) Any warranty provided by Allight relating to the Products does not apply to any error, fault or defect in a Product that is caused or contributed to by:
 - (1) installation, operation or maintenance of the Product that is not in accordance with the User Manual;
 - (2) improper use of the Product;
 - (3) repairs, adjustments, attachments or alterations to the Product carried out by any person other than Allight;
 - (4) the Product being in a corrosive environment, or an environment that does not comply with the User Manual;
 - (5) continued operation of the Product after a fault or defect has become apparent;

- (6) failure by Customer to make the Product available to Allight for repairs after Customer has been notified of a potential product problem;
- (7) any accident or other incident resulting in damage to the Product; or
- (8) normal wear and tear.

12. Customer's indemnity

Customer indemnifies Allight, its directors, officers and employees (**indemnified persons**), and must keep them indemnified, against any Loss an indemnified person suffers, incurs or is liable for arising from or in connection with Customer's improper use of the Products (including in contravention of the User Manual) or breach of these Terms.

13. Limitation of Allight's liability

13.1 Non-excludable obligations

- (a) Nothing in these Terms operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute if to do so would:
 - (1) contravene the statute; or
 - (2) cause any of these Terms to be void (**Non-excludable Obligation**).
- (b) Subject to clause 13.1(c), Allight's liability for a failure to comply with any Non-excludable Obligation is limited to: (1) in the case of services, the cost (or payment of the cost) of supplying the services again; and (2) in the case of goods, the cost (or payment of the cost) of replacing the goods, supplying equivalent goods or having the goods repaired.
- (c) Clause 13.1(b) does not apply to:
 - (1) a guarantee as to title, encumbrances or quiet possession under the Australian Consumer Law; or
 - (2) goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption. Allight's liability in respect of the matters mentioned in this clause is not limited by these Terms.

13.2 Other liability

- (a) Except in relation to Non-excludable Obligations, and any warranty expressly provided by Allight to Customer, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute are expressly excluded under these Terms.
- (b) Except in relation to Non-excludable Obligations, Allight's liability arising directly or indirectly in connection with these Terms and whether arising under any indemnity, statute, in tort (for negligence or otherwise) or on any other basis in law or equity is limited as follows:
 - (1) Allight is not liable for any indirect or consequential losses or any loss of revenue, loss of profit, loss of business opportunity, economic loss, loss of data or systems, loss of use, payment of liquidated sums, penalties or damages under any agreement sustained by Customer or any other person arising from or in connection with these Terms; and
 - (2) subject to clause 13.2(b)(3), Allight's total aggregate liability under or in any way connected with these Terms is limited to 50% of the Price of the Products to which the claim relates; and
 - (3) to the maximum extent permitted by law, Allight excludes all liability with respect to telemetry data.

14. Force majeure

If any reason outside a party's reasonable control prevents or delays performance of any obligation under these Terms, that obligation is suspended while that reason continues. If the reason continues for 3 months, the other party may cancel the sale immediately by notice. This clause does not apply to an obligation to pay money.

15. Cancellation of sale

- (a) Allight may cancel the sale of the Products immediately by notice to Customer if:
 - (1) Customer breaches these Terms and fails to remedy that breach after being provided with 14 days written notice to do so;
 - (2) Customer closes or disposes of all or a substantial part of its business; or
 - (3) there is a Change of Control of Customer.

- (b) Customer may cancel the order within 14 days of placing the order or before the order is dispatched, whichever is earlier. Customer must contact Allight directly in writing of their intention to cancel the order, at which time the Customer will be advised of the requirements to complete the order cancellation. Customer's order will remain open until written confirmation is received by Customer from Allight, advising of the cancellation.
- (c) If the sale of a Product is cancelled under sub-clauses (a) or (b) of this clause 15, then Customer must:
 - (1) forfeit any Deposit;
 - (2) if the Product is a Stock Item, pay to Allight on demand a cancellation fee of 10% of the Price of the Product less any Deposit amount, which represents Allight's reasonable costs in processing the cancellation, plus any freight costs incurred by Allight;
 - (3) if the Product is a Special Order Item, pay to Allight on demand all costs and expenses incurred by Allight (including labour, materials, service or administration time) in relation to preparing the Products for Customer less any Deposit amount; and
 - (4) at Allight election, return or destroy all Allight IP and other Confidential Information of Allight.

16. Suspension of the provision of Products and Additional Services

Allight may at any time, by notice to that effect to Customer, suspend the provision of any or all of the Products or Additional Services to Customer if:

- (a) Customer fails to pay any amount due to Allight or is otherwise in breach of a clause of these Terms; or
- (b) any third party supplying to Allight goods or services required for the provision of any of the Products or Additional Services is unable to provide goods or services and Allight is unable to obtain such goods or services from another source at a reasonable cost.

17. Return of Products and shortfalls

17.1 Return authorisation

If Customer wishes to return a Product, it must:

- (a) contact Allight to obtain a return authorisation form; and
- (b) return the Product to Allight along with the return authorisation form.

17.2 Returns

Subject to clauses 17.1, 17.3, 17.4 and 17.5, Customer may be entitled to return a Product to Allight in the following circumstances:

- (a) Products ordered in error
 - (1) If Products are returned on or before 14 days of receipt of the Products a restocking fee of \$30 or 15% of the Price, whichever is the greater, will be applicable.
 - (2) If Products are returned after 14 days of receipt of the Products by Customer, Allight has the right to decline the return.
 - (3) All incidental costs associated with returning the Products to Allight will be the responsibility of Customer.
- (b) Products supplied incorrectly by Allight
 - (1) Products supplied incorrectly by Allight can be returned by Customer for a full credit within 14 days of Customer's receipt of the Products. If Customer fails to notify Allight within this timeframe, Allight has the right to decline the return.
 - (2) All reasonable incidental costs associated with returning the Products to Allight will be the responsibility of Allight.
- (c) Damaged Products
 - (1) If Products are supplied to Customer in a damaged condition, Customer must notify Allight within 14 days of Customer's receipt of the Products. If Customer fails to notify Allight within this timeframe, Allight has the right to decline the return.
 - (2) Photos of damaged Products and Product packaging may be required by Allight before a return authorisation form is issued to Customer by Allight.

- (3) Once the return authorisation form has been supplied to Customer:
 - (i) Customer must complete and return the return authorisation form to Allight together with the damaged Products;
 - (ii) Allight will either provide Customer with a replacement of the damaged Product or a credit note for the Price of the damaged Product at Allight's election; and
 - (iii) all reasonable incidental costs associated with returning the damaged Products to Allight will be the responsibility of Allight.

17.3 Freight damage

- (a) Where Customer has nominated their own transport, any claims for in transit damage of Products are between Customer and Customer's nominated transport carrier.
- (b) For deliveries where Allight has used their transport carrier, all claims will be subject to the relevant transport company's internal investigation.

17.4 Condition requirements

- (a) All Products, whether supplied correctly or in error, must be returned by Customer in an unused, undamaged condition (unless caused by Allight) and in the original packaging in a saleable condition.
- (b) Products in sealed packaging (i.e. electrical components) that have been opened cannot be returned for credit unless otherwise agreed by Allight.

17.5 Special Order Items

Unless clause 11 applies, Special Order Items are unable to be returned to Allight.

17.6 Product shortfall

- (a) Customer must inspect all Products at the time of delivery for quantity received.
- (b) If Customer determines that Products have been short supplied by Allight, Customer must notify Allight within 7 days of Customer's receipt of the Products.
- (c) Allight will investigate the Product shortfall.

- (d) If Allight reasonably determines that the Product shortfall is the fault of Allight, additional Product to remedy the shortfall will be supplied by Allight to Customer at no additional charge.
- (e) If the Product shortfall is reasonably determined by Allight to be the fault of Customer's nominated transport company, Allight will have no liability with respect to the Product shortfall and Customer will need to place a claim with the specific transport company.

18. General

- (a) Any notice or other communication under these Terms must be in writing and sent to the address or email address advised by the other party.
- (b) Notice is deemed to be given by the sender and received by the addressee:
 - (1) if delivered in person, when delivered to the addressee;
 - (2) if posted, at 4.00pm (addressee's time) on the 7th business day after the date of posting to the addressee, whether delivered or not; and
 - (3) if sent by email, 4 hours after the time the email was sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a business day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next business day. In this clause business day means a day that is not a Saturday, Sunday or public holiday in the place of receipt of the notice or communication.
- (c) Sale of the Products is governed by the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.
- (d) A variation to these Terms must be in writing and signed by the parties.
- (e) Allight may subcontract any of its obligations, or assign its rights and obligations, under these Terms without Customer's consent. Customer may not assign any of its rights or obligations under these Terms without Allight's prior written consent, which Allight may withhold at its absolute discretion.

- (f) The United Nations Convention on Contracts for the International Sales of Goods 1980 does not apply to the sale of the products.

19. Definitions

The meanings of words used in these Terms are set out below:

Additional Services: delivery, packaging, installation, commissioning, testing or training services provided by Allight to Customer.

Allight IP: the intellectual property rights (including any application to apply for such rights) in:

- (a) any Products or Additional Services, their design, product requirements and other technical details; and
- (b) any improvements to any of them.

Allight's Premises: Allight's premises set out in the Quote.

Australian Consumer Law: Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and the corresponding provisions of the *Fair Trading Act 2010* (WA).

Carbon Scheme: a requirement imposed by law or any government or a governmental, semi-governmental or other body authorised by law, relating to greenhouse gas emissions.

Change of Control: in relation to Customer, the occurrence of an event or circumstance where a third party becomes able to do one of the following things (whether alone or together with any "associates" (as that term is defined in the *Corporations Act 2001* (Cth)) and whether directly or indirectly or through one or more intervening persons, companies or trusts):

- (a) control the composition of more than one half of Customer's board of directors;
- (b) be in a position to cast, or control the casting of, more than one half of the maximum number of votes that might be cast at a general meeting of the members of Customer or its ultimate holding company; or
- (c) hold or have a beneficial interest in more than one half of the issued share capital of Customer or its ultimate holding company.

Confidential Information: these Terms, any Quote and any Order Acceptance Form and all information belonging or relating to a party, whether oral, graphic, electronic, written or in any other form, including any information concerning

a party's business such as products, work processes, employees, customers, services, technical information, intellectual property, ideas, designs, and programs, that is:

- (a) or should reasonably be regarded as, confidential to the party to whom it belongs or relates; or
- (b) not generally available to the public at the time of disclosure other than by reason of a breach of these Terms.

Customer: the customer named in the Quote.

Delivery Location: the delivery location specified in the Quote.

Deposit: an amount equal to 20% of the Price for the Products and any amounts payable for Additional Services.

GST: any applicable goods and services tax or value-added tax

Incoterms Delivery Clause: the clause of the Incoterms 2010 rule set out in the Quote.

Loss: any claim, action, damage, loss, liability, cost, charge or expense a party pays suffers, incurs or is liable for.

Non-excludable Obligation: is defined in clause 13.1(a).

Order Acceptance Form: a document signed and issued by Allight in response to an order placed by Customer.

PPS Law: the PPSA and any amendments made at any time to the Corporations Act 2001 (Cth) or any other legislation as a consequence of the PPSA.

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

Price: the price set out in the Quote for sale of the Products.

Products: the products set out in the Quote.

Quote means any quotation document issued by Allight, attached to, overleaf or otherwise accompanying these Terms.

Special Order Item: an item that is not stocked by Allight and has been specifically ordered in or manufactured.

Specifications: specifications provided by Allight to Customer for the Products, as amended

from time to time in accordance with clauses 4.1(a) and/or 4.1(b).

Stock Item: an item that is stocked by Allight.

Terms means these terms and conditions.

User Manual includes all documents provided by Allight relating to installation, operation or maintenance of a Product.

STORAGE RATES PER WEEK AFTER THE FIRST WEEK

Product Type	Rate
Pallet for parts	\$10.00
Lighting tower	\$30.00
SuperSkid	\$100.00
Genset up to 110KVA	\$25.00
Genset from 120KVA to 500KVA	\$50.00
Genset over 500KVA	\$100.00