



# Terms and Conditions

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# TERMS AND CONDITIONS

## STANDARD TERMS AND CONDITIONS OF PURCHASE OF GOODS OR SERVICES SAFEgroup AUTOMATION PTY LTD (“SAFEgroup AUTOMATION”)

### RECITALS:

1. SAFEgroup Automation operates as consultants, project managers, engineers, suppliers of specialised product and researchers in the resources, engineering, aviation, defence, smelting steel and manufacturing industries. SAFEgroup Automation provides strategic work health and safety, risk management, automation, monitoring, telemetry and specialised plant engineering Services.
2. These are the Standard Terms and Conditions of Purchase of Goods or Services under which SAFEgroup Automation offers to provide Goods and Services and will form part of the Agreement between the Purchaser and SAFEgroup Automation.

### TERMS:

#### 1 INTERPRETATION

- 1.1 In this document, unless the context otherwise requires:

**‘Australian Project’** means an Agreement in which the Services are to be carried out in Australia.

**‘Agreement’** means the agreement reached between the Parties for the supply of Goods and Services contained in the Quote and the Terms and Conditions contained in this document.

**‘Purchaser’** means the purchaser or the client as identified in the Quote.

**‘Completion Date’** means the date specified in the Quote in which SAFEgroup Automation proposes to complete the Services.

**‘Confidential Information’** means:

(a) all work plans, methodologies, strategies, trade secrets, training materials, training models, reports, risk management models, templates, patents, inventions, designs, copyright or industry know how developed by or owned by SAFEgroup Automation from time to time.

(b) any of the items referred to in paragraph (a) above which are not registered or patented resulting from experience and testing conducted by SAFEgroup Automation from time to time.

**‘Goods’** means any item(s), equipment, software or product(s) to be supplied to the Purchaser as identified in the Quote.

**‘Guarantor’** means the director, proprietor, partner or individual nominated as guarantor under these Terms and Conditions.

**‘Insolvency Event’** means:

- (a) a Purchaser becoming subject to external administration within the meaning of chapter 5 of the Corporations Act 2001;
- (b) the Purchaser being declared bankrupt; or
- (c) a party becoming or admitting in writing that it is declared to be or is deemed under any applicable law to be insolvent or unable to pay its debts.

**‘International Project’** means an Agreement in which the Services are to be carried out in Australia and/or overseas.

**‘Parties’** means SAFEgroup Automation and/or the Purchaser as the context requires.

**‘Party’** means SAFEgroup Automation or the Purchaser as the context requires.

**‘Price’** means the amount to be charged by SAFEgroup Automation for the Goods and/or Services provided as set out in the Quote.

**‘Purchase Order’** means any purchase order submitted by the Purchaser to SAFEgroup Automation to purchase the Goods set out in the Quote.

**‘Quote’** means the Quote document attached to these Terms and Conditions and any subsequent variation of that Quote which is agreed by the Parties.

**‘Services’** means the Services to be provided by SAFEgroup Automation to the Purchaser as set out in the Quote.

**‘Terms and Conditions’** means these terms and conditions as set out in this document.

#### 1.2 General

- 1.3 In this Agreement, unless the context otherwise requires:

- (a) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation, or legislative provision;
- (b) A word denoting the singular number includes the plural number and vice versa;
- (c) A word denoting an individual or person includes a corporation, firm, authority, government or governmental authority and vice versa;
- (d) A word denoting a gender includes all genders;
- (e) A reference to any party of these Terms and Conditions, or any other document or arrangement, includes that party’s executors, administrators, substitutes, successors and permitted assigns;
- (f) A reference to “dollars” or “\$” is to an amount in Australian currency;
- (g) A reference to “GST” has the meaning given in the GST Act;
- (h) A reference to “GST Act” means the A New Tax System (Goods & Services Tax) Act 1999 (Cth).

## 2 OFFER AND ACCEPTANCE

2.1 SAFEgroup Automation will provide a Quote to the Purchaser.

2.2 The Quote will be valid for thirty (30) days from the date it is issued to the Purchaser.

2.3 The Purchaser must submit a complying Purchase Order and/or written acceptance of the Quote to SAFEgroup Automation within



thirty (30) days from the date it is issued to the Purchaser.

2.4 It is at SAFEgroup Automation's absolute sole discretion whether to allow the Purchaser to accept the Quote after thirty (30) days have elapsed since it was provided to the Purchaser.

2.5 If the Purchaser places an order for or accepts delivery of the Goods or the provision of SAFEgroup Automation Services, as outlined in a Quote, the Purchaser will be taken to have accepted the Standard Terms and Conditions of Purchase of Goods or Services as set out in this document and will be immediately bound to the Terms and Conditions, jointly and severally.

2.6 Upon receipt of the Purchase Order or written acceptance, SAFEgroup Automation will do its best endeavours to perform the Services and/or provide the Goods to the Purchaser in accordance with the terms of the Agreement.

### 3 CHANGE IN CONTROL

3.1 The Purchaser must notify SAFEgroup Automation in writing, not less than fourteen (14) days prior to any proposed change of ownership of the Purchaser and/or any other change in the Purchaser's contact details (including but not limited to, changes in the Purchaser's name, address, contact phone and/or fax number/s, business practise, conversion to or from a company or trust, or the appointment of new Directors). The Purchaser will be liable for any loss incurred by SAFEgroup Automation as a result of the Purchaser's failure to comply with this clause.

### 4 SUPPLY AND DELIVERY OF GOODS

4.1 In the event SAFEgroup Automation is required to arrange delivery of the Goods to the Purchaser, the Purchaser will be responsible for all shipping, handling, insurance and delivery costs.

4.2 Where goods are to be delivered, SAFEgroup Automation will be deemed to have delivered the Goods upon receipt of a signed delivery docket or electronic notification/signature from any person present at the specified address.

4.3 SAFEgroup Automation will not be liable for any failure to supply the Goods by an agreed date.

4.4 The Purchaser must notify SAFEgroup Automation in writing of any claim for damaged Goods, shortage of volume, length, quantity, weight or failure to comply with the description or Quote within five (5) working days from delivery of the Goods.

4.5 Subject to clause 4.3, SAFEgroup Automation's liability is limited, at the option of SAFEgroup Automation, to one or more of the following:

- (a) the replacement of the Goods;
- (b) the supply of equivalent Goods;
- (c) the repair of the Goods;
- (d) the payment of the costs of having the Goods repaired, up to the value of the agreed Price or in order to fulfil its obligations for the provision of Goods in accordance with the Agreement.

### 5 PERFORMANCE AND COMPLETION OF SERVICES

5.1 Completion is subject to and dependent upon the co-operation from the Purchaser's workers and/or agents, as well as the full commitment of the Purchaser to the timely completion of the Agreement.

5.2 SAFEgroup Automation will perform the Services with due care and diligence and in accordance with the standard of performance considered acceptable by the members of the consulting Work Health and Safety profession in Australia.

5.3 The Services to be performed are confined to those items specified in the Quote.

5.4 The scope of the Services to be supplied may only be varied by SAFEgroup Automation if detailed in writing.

5.5 If any changes are made to the scope or proposed Services at the request of or with the approval of the Purchaser, or delays are incurred which are beyond the control of SAFEgroup Automation, the changes or variations may be the subject of negotiation and may be charged on either a reimbursable hourly rate basis or lump sum basis at the sole discretion of SAFEgroup Automation.

5.6 The Quote may contain an estimate of hours and an hourly rate. Where a work day exceeds eight (8) hours than any time over the eight (8) hour day will result in additional charges being incurred at a fifty (50)% increase to the standard hour's component.

### 6 PRICE AND PAYMENT

6.1 The Purchaser undertakes to pay SAFEgroup Automation the Price as set out in the Quote together with any applicable additional charges, expenses or interest required to be paid pursuant to the Quote and the Terms and Conditions as set out in this document.

6.2 A minimum job assignment fee will apply for consulting work:  
(a) carried out in Australia \$500.00; or  
(b) carried out internationally \$4,000.00.

6.3 Where the Services are provided for a period of more than twelve (12) months, an inflation adjustment will be applicable, unless specifically excluded in the Quote.

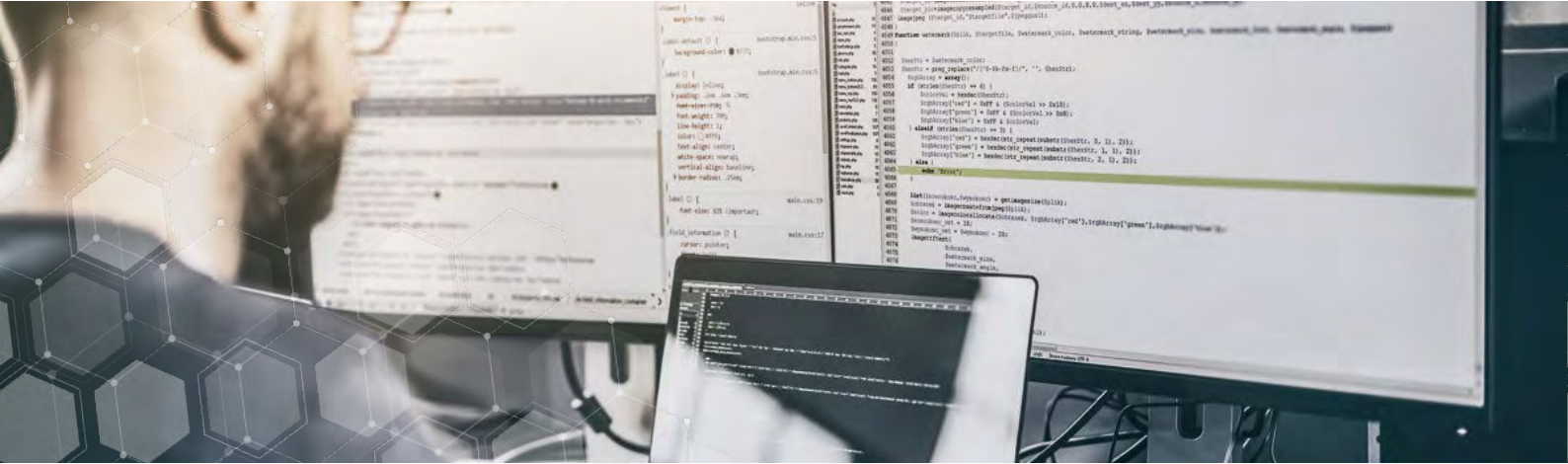
6.4 The Price specified by SAFEgroup Automation for the supply and/or delivery of Goods may be varied by SAFEgroup Automation at any time prior to delivery to take into account increased costs to SAFEgroup Automation, including anticipated costs associated with manufacture, distribution, transportation, warehousing, delivery, insurance, government taxes, duties and charges.

6.5 Where travel is required outside standard business hours, accommodation will be at the discretion of SAFEgroup Automation.

6.6 All Services will be Invoiced monthly and will be payable within thirty (30) days from the date of Invoice.

6.7 All Goods will be payable upon delivery unless otherwise expressly agreed in writing between the Parties.

6.8 Prepayments and progress payments may be required against



Invoices or orders for Goods which have not been delivered. The requirement for prepayments and progress payments will be outlined in the Quote.

6.9 Without prejudice to any other rights, SAFEgroup Automation reserves the right to charge interest on any overdue Invoices at the rate of twelve (12)% p.a which will accrue daily calculated from the date of the Invoice.

6.10 The Purchaser will not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Purchaser by SAFEgroup Automation nor to withhold payment of any Invoice where part of that Invoice is in dispute.

6.11 The Price and expenses for Australian Projects are denominated in Australian dollars, unless noted otherwise.

6.12 The Price and expenses for International Projects are denominated in US Dollars, unless noted otherwise.

## 7 CONFIDENTIAL INFORMATION

7.1 Unless specifically excluded in the Quote, all right and title in the Confidential Information will remain vested in SAFEgroup Automation at all times.

7.2 The Purchaser, or any other person, must not use or reproduce any Confidential Information without the prior written consent of SAFEgroup Automation.

7.3 The Purchaser will only use the Confidential Information for the purpose described in the Quote (and/or any other relevant document(s) attached to these Terms and Conditions).

7.4 The Purchaser may disclose such details of the Confidential Information necessary to enable the Services to be used in the manner reasonably contemplated by SAFEgroup Automation.

7.5 SAFEgroup Automation will not during the term of the Agreement or at any time thereafter, except as required by law, disclose any confidential information gained from the Purchaser during the term of the Agreement.

7.6 The Purchaser's obligations under clause 7 survive the termination of the Agreement.

## 8 LIABILITY AND INDEMNITY, CONDITIONS AND WARRANTIES

8.1 All designs, analysis, trends, forecasts and recommendations in any Quote, specification, report or other document are made in good faith and on the basis of the information available to SAFEgroup Automation at the time.

8.2 The preparation and implementation of any such documents is subject to and dependent upon effective cooperation of the Purchaser's workers and/or agents of the Purchaser and the provision of and receipt of information which is true and correct.

8.3 SAFEgroup Automation will not make any warranty or representation in relation to the condition of the Goods, other than those set out in the Quote or these Terms and Conditions of Sale and no statement in any document is to be deemed to be a

representation, warranty, undertaking or contractual condition, unless specifically stated as such.

8.4 The Purchaser must not rely on any representation made by SAFEgroup Automation which has not been stated expressly in the Quote or these Terms and Conditions and the Purchaser acknowledges that SAFEgroup Automation has made no warranties or representations in relation to the provision of Goods or the performance of Services, other than those set out in the Quote or these Terms and Conditions.

8.5 SAFEgroup Automation cannot provide a warranty that software and hardware will be compatible and or error free in all circumstances of its use, under all possible conditions and with all combinations of software and/or hardware, whether it is software or hardware supplied by SAFEgroup Automation or by a third party. To the full extent permitted by law:

- (a) the Purchaser must rely on its own skill and judgment in relation to Goods ordered from and supplied to it by SAFEgroup Automation;
- (b) SAFEgroup Automation will not be held liable for any unsuitability for any purpose of the Goods irrespective of any knowledge which it may possess as to the purpose for which the Goods were required by the Purchaser.

8.7 Unless otherwise stated in the Quote, SAFEgroup Automation will not be liable for the installation of the Goods and the Purchaser must obtain instructions from the Original Equipment Manufacturer and install or setup the Goods in accordance with these instructions.

8.8 The Purchaser warrants that it will not install or setup the Goods without obtaining the Original Equipment Manufacturer's instructions and will only install the Goods in accordance with these instructions.

8.9 SAFEgroup Automation will provide a product warranty for the Goods provided to the extent that the Goods are warranted by the supplier or manufacturer and SAFEgroup Automation is able to pass on the benefit of such warranty to the Purchaser.

8.10 When a representative of SAFEgroup Automation is required to act in an executive capacity on behalf of the Purchaser, SAFEgroup Automation does not accept responsibility for that person's act or omission. The Purchaser will hold harmless any or all SAFEgroup Automation personnel and/or SAFEgroup Automation contractors and indemnify SAFEgroup Automation against all costs, claims, damages and expenses for which SAFEgroup Automation may become liable by reason of any act or omission of the representative, during the period of executive capacity.

8.11 SAFEgroup Automation will not be responsible for any loss of profits and/or consequential damage suffered by the Purchaser under any circumstances by reason of any act or omission of the representative during the period of executive capacity.

8.12 Subject to any condition, warranty or right implied by the Competition and Consumer Act 2010 (Cth) ("CCA") or any other statute which cannot be excluded by agreement, or as otherwise provided in the Agreement, SAFEgroup Automation gives no warranties regarding any Services provided and all other implied



conditions, warranties and rights are excluded.

8.13 Where any condition, warranty or right is implied by statute and cannot be excluded, SAFEgroup Automation limits its liability for breach of that implied condition, warranty or right to the extent permitted by law.

8.14 Subject to the qualifications under the CCA or any other statute, SAFEgroup Automation's liability for any breach of an implied condition, warranty or right in connection with the supply of the Goods or Services is limited.

- (a) In respect of the provision of services, to the performance of the Services again.
- (b) In respect of the supply and delivery of goods, to one or more of the following:
  - (i) the replacement of the Goods;
  - (ii) the supply of equivalent Goods;
  - (iii) the repair of the Goods;
  - (iv) the payment of the costs of having the Goods repaired, up to the value of the agreed Price or in order to fulfil its obligations in accordance with the Agreement.

8.15 Subject to clauses 8.11, 8.12 and 8.13 and despite any implication arising from any other provisions of the Agreement:

- (a) SAFEgroup Automation is not liable to the Purchaser in contract, tort (including negligence), under any statute (to the extent permitted by law) or otherwise for or in respect of any indirect or consequential loss or damage including without limitation financial loss or expense, loss of opportunity, loss of profits or loss of goodwill suffered by the Purchaser or any other person arising out of any breach or other act or omission in connection with the Agreement even if that loss or damage was in the contemplation of the Parties at the time they entered into the Agreement.
- (b) The aggregate liability of SAFEgroup Automation in contract, tort (including negligence), under statute (to the extent permitted by law) or otherwise for or in respect of any loss or damage arising out of any breach or other act or omission in connection with an Agreement will not exceed 5% of the amount payable to SAFEgroup Automation under the Agreement.

8.16 Except as otherwise expressly provided in the Quote and these Terms and Conditions, and subject to clauses 8.11, 8.12 and 8.13, all statements, representations, conditions, promises, undertakings, covenants and provisions, express or implied (and whether implied by law or otherwise) relating to any:

- (a) Quote submitted by SAFEgroup Automation;
- (b) jobs accepted by SAFEgroup Automation;
- (c) Services or their supply;
- (d) Goods (whether as to their quality or merchantability, fitness for any purpose, correspondence with any description, sample or otherwise) or their supply;

being provisions which might otherwise form part of these Terms and Conditions or any Agreement, be collateral to, or form part of any agreement that is collateral to these terms or any Agreement, are excluded in their entirety and are of no effect whatsoever.

## 9 RETURN/CREDIT POLICY

9.1 It is at SAFEgroup Automation's absolute discretion whether to accept any return of Goods from the Purchaser or apply any form of credit to the Purchaser's account.

9.2 Goods specifically ordered by SAFEgroup Automation for the Purchaser will not be accepted for return or credit.

9.3 Subject to clause 9.1, the Purchaser must obtain SAFEgroup Automation's written consent prior to returning the Goods.

9.4 In the event SAFEgroup Automation agrees to allow the Purchaser to return the Goods the following will apply:

- (a) The Goods must be returned within thirty (30) days of the date of the original Invoice.
- (b) The original SAFEgroup Automation Invoice must be quoted on any return documentation.
- (c) The Goods must be sealed in the original packaging and, free of any damage to both product and packaging and be in a re-saleable condition. This means that the package remains unopened with factory seals intact with no marks, labels or writing on the box/packaging.
- (d) The Goods are to be returned to SAFEgroup Automation at the Purchaser's cost, ensuring no packing labels are placed directly on the item/s. The Purchaser must ensure that all items are placed and shipped inside a separate carton to ensure shipping labels are not placed directly on item packaging.

9.5 In the event SAFEgroup Automation agrees to provide the Purchaser with a credit for Goods returned, the following will apply:

- (a) All items will be inspected prior to the credit being completed.
- (b) All items will be subject to a minimum 20% re-stocking fee.
- (c) SAFEgroup Automation reserves its right to charge any fee/s or costs from SAFEgroup Automation's suppliers (including return freight and insurance) to the Purchaser.

## 10 RISK

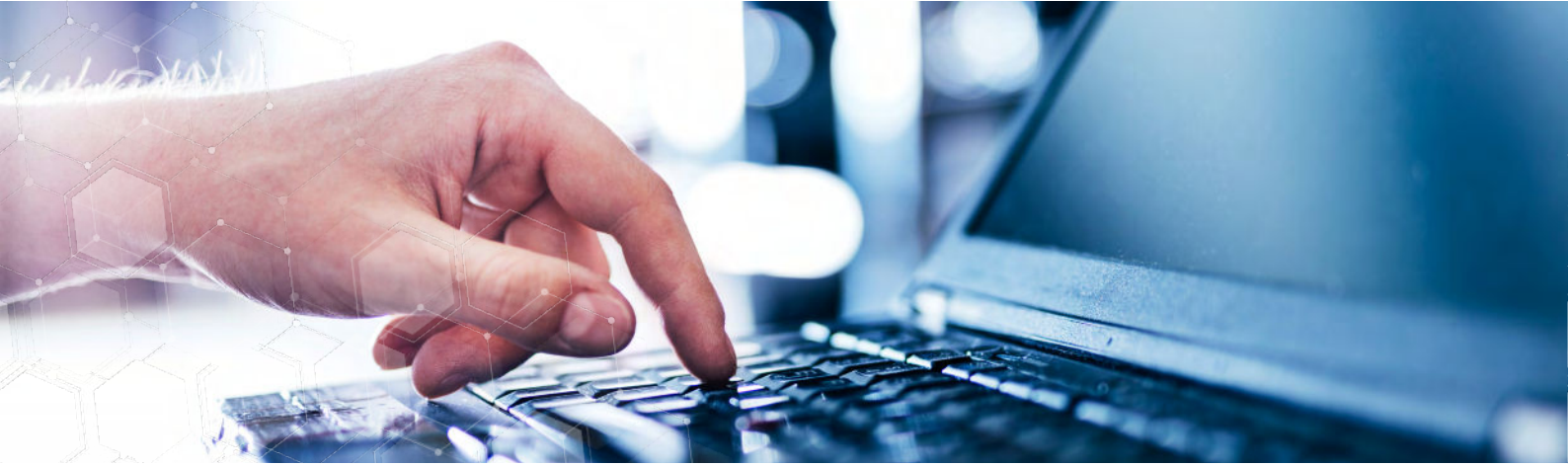
10.1 All risk in the Goods will pass to the Purchaser on delivery and the Purchaser must make arrangements to insure the Goods on or before delivery.

10.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Purchaser, SAFEgroup Automation is entitled to receive all insurance proceeds payable for the Goods. The production of these Terms and Conditions for Sale by SAFEgroup Automation is sufficient evidence of SAFEgroup Automation's right to receive the insurance proceeds without the need for any person dealing with SAFEgroup Automation to make further enquiries.

10.3 If the Purchaser requests SAFEgroup Automation leave Goods outside SAFEgroup Automations' premises for collection or to deliver the Goods to an unattended location, then such Goods will be left at the Purchaser's sole risk.

10.4 The Goods supplied may:

- (a) exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines,



- indentations, and may fade or change colour over time;
- (b) expand, contract or distort as a result of exposure to heat, cold, weather;
- (c) mark or stain if exposed to certain substances; and
- (d) be damaged or disfigured by impact or scratching.

10.5 SAFEgroup Automation reserves the right to change the materials used in the manufacture of the Goods in order to take advantage of any technical developments, improvements or modifications SAFEgroup Automation considers desirable.

10.6 Where SAFEgroup Automation is required to install the Goods the Purchaser warrants that the structure of the premises or equipment in or upon which these goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and SAFEgroup Automation will not be liable for any claims, demands, losses, damages, costs and expenses however caused or arising in connection with the installation and work or incidental thereto.

10.7 The Purchaser will be liable for any loss or damage however caused in the event that the Goods are fitted, serviced or operated incorrectly, or adapted for use other than the purpose that the Goods were intended.

10.8 SAFEgroup Automation will not accept any responsibility for work undertaken by a third party contractor employed by SAFEgroup Automation. If the Purchaser believes it has a claim in relation to works undertaken by that third party then the claim must be made against the third party contractor in the first instance.

## 11 RETENTION OF TITLE AND CAVEAT

11.1 Title and ownership of the Goods will not pass to the Purchaser until the Price, together with any applicable additional charges, expenses or interest required to be paid pursuant to these Terms and Conditions of Sale, is paid in full and all moneys receipted and cleared.

11.2 The Purchaser will be a Bailee only in respect of the Goods and will hold the Goods as fiduciary for SAFEgroup Automation until title and ownership passes to the Purchaser.

11.3 The Purchaser must store the Goods separately from its own until ownership has passed to the Purchaser.

11.4 In the event that the Goods are on sold to a third party before the full Price is received by SAFEgroup Automation or in the event the Purchaser suffers an Insolvency Event, the Purchaser hereby assigns to SAFEgroup Automation its right to recovery of payment from the third party.

11.5 In the event the Purchaser is in default of these Terms and Conditions of Sale, the Purchaser will be deemed to have granted, without reservation, a right of entry waiver to all properties under the Purchaser's control where the Goods are expected to be stored. The Purchaser indemnifies and saves harmless SAFEgroup Automation, its servants or agents, in relation to loss or damage as a result of the retaking of possession of the Goods.

11.6 In the event of default of these Terms and Conditions of Sale by the Purchaser, then the Guarantor will charge all its rights, title or interest (if any) to all properties owned solely or jointly by the Guarantor in favour of SAFEgroup Automation, with due and punctual observance and performance of all of the obligations of the Purchaser set out in these Terms and Conditions of Sale.

11.7 In the event of default of these Terms and Conditions of Sale by the Purchaser, SAFEgroup Automation may register a caveat on such property in respect of the interest conferred on it under clause 0. In the event SAFEgroup Automation is required to exercise its right under clause 0 against the Purchaser, the Purchaser grants to SAFEgroup Automation the right to appoint a receiver and sell the properties.

## 12 RESTRAINT

12.1 Neither Party (or any associated person or company) will, for the duration of the Agreement and for a period of twelve (12) months after termination or the Completion Date, employ or contract with any worker or consultant of the other party who has taken part in the performance of the Services.

12.2 Should the Purchaser, in breach of clause 8.1 above, offer employment (or contract work) directly to a SAFEgroup Automation consultant (and that offer of employment is accepted), the Purchaser agrees to pay a recruitment fee to SAFEgroup Automation. The recruitment fee will be forty-five (45)% of the relevant person's gross annual salary, or contract package inclusive of bonuses.

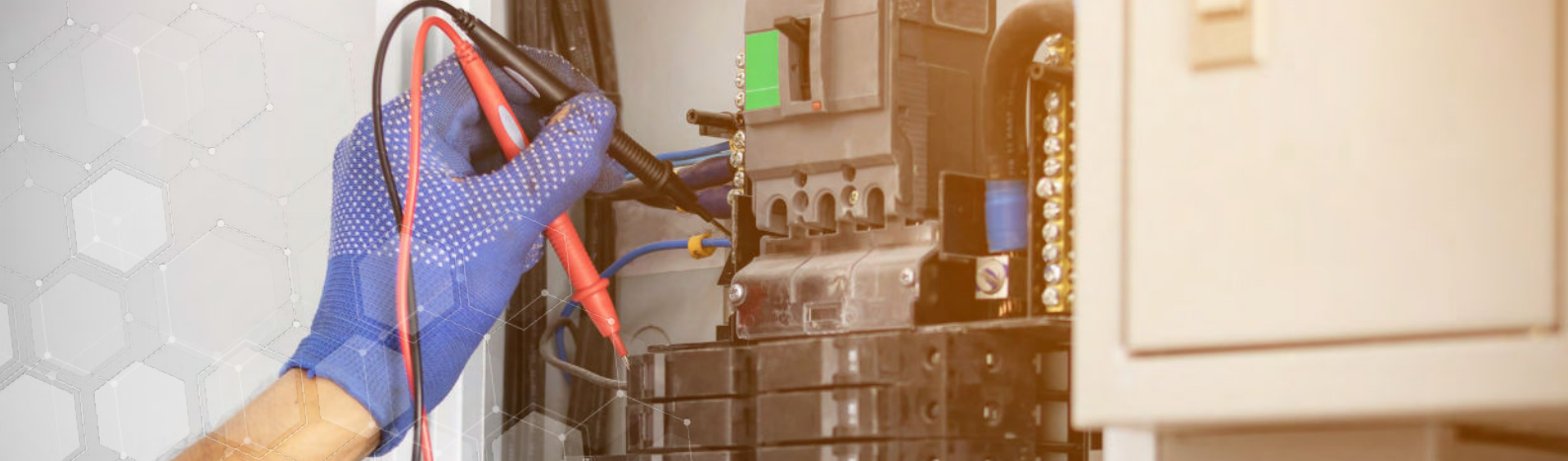
## 13 GENERAL PROVISIONS

13.1 The Agreement (and any variation to it) will be governed by the applicable law in New South Wales and the Commonwealth of Australia in which SAFEgroup Automation has its principal place of business. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of New South Wales and the Commonwealth of Australia.

13.2 The failure of SAFEgroup Automation to enforce any provision of this Agreement must not be treated as a waiver of that provision and it will not affect SAFEgroup Automation's right to subsequently enforce that provision. If any provision of this Agreement is invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

13.3 SAFEgroup Automation may amend these Terms and Conditions at any time. If SAFEgroup Automation makes a change to these Terms and Conditions, then that change will take effect from the date on which the change is made. Any further requests for SAFEgroup Automation to provide Services to the Purchaser will constitute acceptance of these Terms and Conditions.

13.4 If the Purchaser provides SAFEgroup Automation with a request to provide Goods and/or Services, verbally or in writing, then the Purchaser warrants that it has the power to enter into this Agreement and has obtained all necessary authorisation to allow it to do so, that it is not insolvent and that this Agreement creates binding



and valid legal obligations on it.

#### **14 TERMINATION AND DISPUTE RESOLUTION**

14.1 SAFEgroup Automation may, at its sole discretion, terminate the Agreement in the event the Purchaser:

- (a) fails to pay the Price as specified in the Quote;
- (b) breaches any of the terms of the Quote or these Terms and Conditions;
- (c) disposes of or deals with the Goods before all moneys due to SAFEgroup Automation are paid;
- (d) acts dishonestly or improperly or against the interests of SAFEgroup Automation;
- (e) suffers an Insolvency Event; or
- (f) being a natural person, dies.

14.2 In the event SAFEgroup Automation terminates the Agreement in accordance with clause 0 above, SAFEgroup Automation may:

- (a) repossess any Confidential Information, materials or any other documents provided to the Purchaser;
- (b) retain any moneys paid by the Purchaser;
- (c) charge a reasonable sum for the Services provided up to the date of termination which have not already been paid by the Purchaser;
- (d) discharge itself from any further obligations under the Agreement; and
- (e) seek any additional or alternative remedies at law for any loss suffered.

14.3 In the event a dispute arises between the Parties which cannot be settled by negotiation, the Purchaser agrees that SAFEgroup Automation has the right to appoint an arbitrator of its choosing to settle the dispute.

#### **15 PERSONAL PROPERTY SECURITIES ACT 2009 ("PPSA")**

15.1 In the event the Purchaser is in default of these Terms and Conditions of Sale, SAFEgroup Automation will be entitled to register its interest on the Personal Property Securities Register ("PPSR") in order to protect its interests in accordance with the PPSA. For this purpose, the Quote and these Terms and Conditions for Sale constitute a security agreement and create a security interest in the Goods supplied.

15.2 The Purchaser must:

- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which SAFEgroup Automation may reasonably require to:
  - (i) register a financing statement or financing change statement in relation to a security interest on the PPSR;
  - (ii) register any other document required to be registered by the PPSA; or
  - (iii) correct a defect in a statement.
- (b) indemnify, and upon demand reimburse, SAFEgroup Automation for all expenses incurred in registering a financing statement or financing change statement on the PPSR established by the PPSA or releasing any Goods charged thereby;

(c) not register a financing change statement in respect of a security interest without the prior written consent of SAFEgroup Automation;

(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of SAFEgroup Automation.

15.3 The parties agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these Terms and Conditions of Sale.

15.4 The Purchaser waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

15.5 The Purchaser waives its rights as a grantor and/or debtor under sections 142 and 143 of the PPSA.

15.6 Unless otherwise agreed to in writing by SAFEgroup Automation, the Purchaser waives its rights to receive a verification statement in accordance with section 157 of the PPSA.

15.7 The Purchaser must unconditionally ratify any actions taken by SAFEgroup Automation under clauses 15.4, 15.5, and 15.6.

15.8 Subject to any express provisions to the contrary nothing in these Terms and Conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

#### **16 FORCE MAJEURE**

16.1 Should SAFEgroup Automation be delayed, hindered, or otherwise prevented from complying with the terms of an Agreement by reason of events or circumstances beyond the reasonable control of SAFEgroup Automation, including but not limited to acts of God, wars, riots, strikes, lockouts, trade disputes or labour disturbances, breakdown of plant or machinery, accident, storm, fire, flood, difficulties in obtaining materials, transport or labour or any other circumstances affecting the supply of Goods or Services, then SAFEgroup Automation will not be liable to the Purchaser for any loss or damage suffered by the Purchaser arising directly or indirectly from or in connection with any such occurrences.

**END.**



SAFEgroup Automation ABN 54 606 656 884  
[www.automation.safegroup.com.au](http://www.automation.safegroup.com.au)

