
Universal Lighting and Audio (ULA) Pty Ltd
Standard Terms & Conditions of Trade

1.0 General

- 1.1 Universal Lighting Audio (ULA) Pty Ltd ('ULA') agrees to sell goods ("the Goods") to the Buyer on the following terms only.
- 1.2 The Buyer agrees that, upon placement of an order for Goods with ULA, the Goods will be supplied by ULA under these terms and conditions and the Buyer will accept the purchase of the Goods under these terms and conditions.

2.0 Time of Delivery

- 2.1 Any time of delivery specified by ULA shall be an estimate only. ULA will use its best endeavour to deliver the Goods by that time but will not be liable for any loss, damage or delay arising from late or non-delivery of the Goods.

3.0 Delivery

- 3.1 The Goods will be delivered to the Buyer at the delivery address specified by the Buyer upon placement of the order. If no delivery address is specified, the Goods will be collected by the Buyer from ULA.
- 3.2 The cost of delivery of the Goods to the Buyer will be payable by the Buyer.
- 3.3 ULA agrees to deliver the Goods to the delivery address on behalf of the Buyer by either the Buyers freight forwarder or (if the Buyer does not nominate a forwarder) any freight forwarder ULA may nominate in their behalf. ULA is not liable to the Buyer or any other party claiming through the Buyer for any loss or damage caused in the delivery of the Goods (whether or not ULA is legally responsible for the person who contributed to that loss or damage) in respect to the action or actions of freight forwarders or other parties.

4.0 Payment

- 4.1 Where ULA has allowed credit to the Buyer, payment for all Goods is to be made strictly by the 28th day of the month following the issue of the invoice unless varied in writing by ULA; Otherwise, payment is to be made upon (before) delivery of the Goods; Else payment is to be made as agreed and scheduled in written proposal or contract
- 4.2 Payment will be made by deposit of clear funds to ULA's nominated bank account by way of direct deposit, telegraphic transfer, cheque, or by credit card facilities provided by ULA. ULAs banking details are as follows:

Australian Payments:

Commonwealth Bank of Australia (CBA)
Broadbeach, QLD, 4215
BSB: 064 445 ACC: 10390149

Payments in foreign currency:

Per attached Schedule of Bank Accounts

- 4.3 In the event of the failure of the Buyer to meet payment by the 28th day of the month following the issue of the invoice:
- payment discounts (if extended) will no longer be extended;
 - the Buyer will pay interest on any outstanding amount at the rate of 2% per month;
 - the Buyer will pay the legal costs and expenses on a solicitor/client basis which ULA may incur recovering any overdue amount; and
 - ULA reserves the right to withdraw the approval of credit and to refuse any subsequent orders from the Buyer for the supply of goods.
- 4.4 Where payment is agreed to be by schedule payment shall nonetheless be made by the Buyer to the schedule without regard to any delay
- 4.5 Unless otherwise stated, all prices quoted from time to time by ULA are exclusive of Goods and Services Tax.

5.0 Passing of Property

- 5.1 Property in the Goods will pass from ULA to the Buyer once ULA has received payment in full of the purchase price of the Goods.
- 5.2 Until property has passed to the Buyer, the Buyer shall hold the Goods as bailee for ULA and shall keep them separately stored and identified as the property of ULA.
- 5.3 In the event that the Buyer shall sell the Goods before property has passed to the Buyer, the Buyer will do so as agent of ULA and the proceeds of any such sale will be held on trust for ULA and kept in a separate account identified as containing monies from the sale of ULA's property. The Buyer shall account to ULA for the whole of the proceeds received from such sale.
- 5.4 If the Goods become constituents of or are converted into, mixed with or used in the manufacture of other goods before the purchase price for the Goods is fully paid to ULA, the Buyer must record the value of the Goods so consumed in relation to each unit of finished product. Upon sale of these manufactured goods the Buyer must remit, from the proceeds of sale, that amount to ULA. Until such amounts are remitted to ULA, the Buyer must hold these monies on trust for ULA, ensuring that they are kept in a separate account identified as containing monies from the sale of ULA's property and the Buyer shall account to ULA for the whole of such proceeds on demand.
- 5.5 Until property shall have passed as aforesaid ULA shall be at liberty at any time:
- to by notice in writing, require the Buyer forthwith to return the Goods to ULA whereupon the Buyer shall cease to be in possession of them with the consent of ULA; or

- to enter upon any premises where the Goods are or are reasonably believed by ULA to be situated to take responsibility of the Goods. For such purpose, the Buyer agrees that ULA has an irrevocable licence to enter upon such premises. In such event the Buyer agrees to indemnify ULA and/or ULA's agent from actions or responsibility whether consequential or inconsequential arising from the retaking of possession of the Goods including but not limited to trespass, assault, or property damage.

6.0 Charge over Property

- 6.1 Notwithstanding clause 5, the Buyer hereby grants ULA the authority to charge all the Buyer's real and personal property with its obligations under this Agreement and to lodge a consent caveat over the property of the Buyer to protect its interests with respect to the supply of the Goods to the Buyer;

7.0 Acceptance of Goods

- 7.1 The Buyer will inspect the Goods immediately upon delivery and give notice in writing to ULA within 36 hours of delivery in the event that the Goods are not in accordance with the order from the Buyer with respect to the type of Goods or the number of Goods.
- 7.2 If the Buyer shall not have given such notice within the time required under this clause, the Goods shall be deemed to be delivered in accordance with the order.

8.0 Return of Goods/Cancellation of Order

- 8.1 Except as otherwise provided herein, ULA is not under any duty to accept the return of any Goods and may do so only on terms agreed in writing between the parties, notwithstanding the conditions contained herein.
- 8.2 If ULA accepts the return of Goods, the Buyer must return the Goods to ULAs place of business in the original packaging for the Goods and such acceptance of the returned Goods will be subject to final inspection of the Goods by ULA as to their condition.
- 8.3 ULA may charge the Buyer a re-stocking fee equal to 20% of the purchase price of the Goods if the returned Goods are:
- Goods which have been correctly supplied in accordance with the contract;
 - Goods otherwise returned without the original packaging; or
 - Goods which have been damaged.
- 8.4 No order may be cancelled except with the written consent of ULA, which consent may include such terms which will indemnify ULA against any losses incurred due to the cancellation.

9.0 Warranties

- 9.1 This clause must be read together with any Limited Warranty Statement provided by ULA with respect to any Goods.
- 9.2 ULA's liability for such of the Goods manufactured by it is limited to making good any defects by repairing the defects or at the Seller's option by replacement, within a period not exceeding twelve (12) calendar months after the delivery of the Goods so long as:
- defects have arisen solely from faulty materials or workmanship;
 - the Goods have not suffered maltreatment, inattention or interference;
 - accessories of any kind installed by the Buyer are manufactured by or approved by Seller;
 - the seals of any kind on the Goods remain unbroken; and
 - the defective parts are promptly returned free of cost to ULA.
- 9.3 If the Goods are not manufactured by ULA the guarantee of the manufacturer of those Goods is accepted by the Buyer and is the only guarantee given to the Buyer in respect of the goods. ULA agrees to assign to the Buyer on request made by the Buyer the benefit of any warranty or entitlement to the Goods that the manufacturer has granted to ULA under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.
- 9.4 Any costs associated with freight to and from a repair facility shall be the cost of the owner of the goods unless goods are under a current maintenance plan. Labour costs for the repair of the under-warranty items will be covered if the product fault is deemed to be covered under warranty
- 9.5 ULA is not liable for and the Buyer releases ULA from any claims in respect of faulty or defective design of any Goods supplied unless such design has been wholly prepared by ULA and the responsibility for any claim has been specifically accepted by ULA in writing. In any event ULA's liability under this paragraph is limited strictly to the replacement of defective parts in accordance with clause 7.1.
- 9.6 Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. ULA is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of ULA's negligence or in any way whatsoever.
- 9.7 ULA's liability for a breach of a condition or warranty implied by Div 2 of Pt V of the Trade Practices Act 1974 (other than s 69) is limited to, in the case of the Goods, any one or more of the following:

- 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;
 - d) the payment of the cost of having the Goods repaired; or
- In the case of Services:
- a) the supplying of the services again; or
 - b) the payment of the cost of having the services supplied again.
- 9.8 ULAs liability under s 74H of the Trade Practices Act 1974 is expressly limited to a liability to pay the Buyer an amount equal to :
- a) the cost of replacing the Goods;
 - b) the cost of obtaining equivalent goods; or
 - c) the cost of having repaired, whichever is the lowest amount

10.0 Force Majeure

- 10.1 Should ULA be prevented from delivering any of the Goods by reason of lock-outs, strikes, mutinies, fire, ice or other unexpected or exceptional cause either at ULAs work or at the port of shipment or delivery ULA will deliver and the Buyer take such part of the Goods as ULA shall be able to deliver at the time fixed for delivery and the Buyer will pay the same proportion of the purchase price as the part of the Goods delivered bears to the whole of the Goods ordered by the Buyer.
- 10.2 For the purposes of clause 8.1 ULA will, in its sole discretion, determine whether it is able to deliver any and, if any, what part of the Goods and will, during the period specified for delivery, give notice in writing to the Buyer specifying the part, if any, of the Goods which ULA is able to deliver.
- 10.3 ULA is not liable for any loss or damage suffered by the Buyer as a consequence of the non-delivery of any part of the Goods.

11.0 Liability

- 11.1 Except as otherwise provided herein, the total liability of ULA for loss or damage of every kind arising out of the purchase of the Goods, whether in tort or contract or any other cause of action, is limited to the repair or replacement of the Goods or damages not exceeding the purchase price of the Goods.
- 11.2 In no event shall ULA, its employees or agents be held liable for direct or indirect, special, incidental or consequential damages arising out of Services provided, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. The Buyer agrees that ULA and its employees, agents and servants shall not be liable for any loss damage or delay howsoever caused, or loss of profits or consequential damages or for any claims or demands whatsoever whether at law or in equity arising directly or indirectly from the use or failure of the appliance or as a result of Services provided or any interruption in the use of, or delay in maintaining or providing the service or otherwise arising directly or indirectly from the performance or non-performance by ULA, or by the Buyer acting upon advice, action or opinion of ULA or its employee or other representative, and the Buyer shall not bring or take any action or proceedings or make any claim whatsoever against ULA or seek or receive any remedy or relief of any kind whatsoever

either in law or in equity arising out of or under or pursuant to in respect of or concerning or connected with any breach or default in the observance or performance of any of the provisions an Agreement express or implied howsoever caused or arising from any cause whatsoever. The sole remedy for ULA's liability of any kind referred to in this Clause shall be limited to the amount paid for the service by the Buyer and the re-performance of any defective service provided by it. ULA does not accept any responsibility or liability for loss of data, software, media content or other. The restoration and or recovery of such is not covered under the terms of this Agreement. ULA does not make any representations, infer or imply that any of its services, devices or appliances will provide absolute protection of data, information or systems from any or all threats and or intrusions, being viruses, spyware, adware or otherwise.

12.0 Indemnity

- 12.1 Except as otherwise provided herein, the Buyer indemnifies and holds harmless ULA against any and all actions claims, proceedings, costs, losses, expenses, liabilities, including legal fees, whatsoever and howsoever caused or arising out of, connected with, or resulting from the Goods themselves or use of the Goods including without limitation the manufacture, selection, delivery, possession, use, operation, return or any and all damages or injuries caused thereby to anyone whatsoever.

13.0 Waiver and Invalidation

- 13.1 The failure of either party to insist on strict compliance with any terms, covenants, or conditions contained herein by the other party shall not be deemed a waiver of that term, covenant or condition nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power for all or any other times.
- 13.2 If any provision in contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in force without being impaired or invalidated in any way.

14.0 Prices and Specifications

- 14.1 ULA reserves the right to alter or amend any published information including, without limitation, the pricing, specification and supply of Goods offered at anytime without prior notice.
- 14.2 With regard to any pricing offered whereby formal quote, correspondence or otherwise, pricing offered is
- a) valid only for 21days unless explicitly offered otherwise
 - b) any pricing howsoever offered may be revoked and new pricing substituted in the event that exchange rate during the pricing validity period changes more than 2% from the date of the pricing offer was made.

15.0 Privacy Act

- 15.1 That under the terms of the *Privacy Act* 1988 (Cth) the Buyer authorises any person or company to provide ULA with such information as may be required with regard to credit enquiries. The Buyer authorises ULA to furnish any third party details of an application or the operation of credit with ULA.

16.0 Jurisdiction

- 16.1 The agreement for the sale of the Goods shall be governed by and constructed in accordance with the laws of the State of Queensland, Australia, and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Queensland and all appellate Court