

TERMS AND CONDITIONS OF SALE

Up Aussie Pty. Ltd., with ABN 37 606 964 112, is herein referred to as the "Seller" and the customer or person or entity purchasing Goods ("Goods") and/or Site Works ("Site Works") and/or licensing software and/or firmware which are preloaded, or to be loaded into Goods ("Software") from the Seller is referred to as the "Buyer." These Terms and Conditions of Sale ("T&Cs"), any price list or schedule, quotation, acknowledgment or invoice from Seller relevant to the sale of Goods or Site Works or license of Software and all documents incorporated by specific reference herein or therein constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods and/or Site Works and/or license of Software by Seller to Buyer ("Agreement").

Any discrepancies between the terms of the above-referenced documents constituting the Agreement shall be resolved by the Seller, and shall give precedence to the following order of documents, starting from highest ranked importance to lesser importance: (a) Quotation, (b) these T&Cs. Buyer's acceptance of the Seller's Quotation will manifest Buyer's assent to these T&Cs, even if Buyer sends to Seller other terms and conditions to which Seller may not respond. Seller reserves the right in its sole discretion to refuse orders. Seller reserves the right in its sole discretion to terminate Agreements on the suspicion of the Buyer's fraudulent identity or fraudulent payments.

1. DEFINITIONS:

In these T&Cs and all other documents constituting the Agreement, words written in the singular or plural case shall have the same treatment, and the following words shall have the following meanings:

Product means all the purchased Goods and/or licensed Software, as detailed in the Seller's quotation.

Site: the place(s) identified in the Agreement where the Product is to be delivered and the Site Works are to be performed.

Plant: all facilities, machinery, apparatus, articles, materials and things to be provided by Buyer on the Site to be used in conjunction with or in association with the Product and/or the Installation and/or Commissioning of the Product. Including, but not limited to; electrical power circuit, door, door jamb, electrical door latch (if not in Seller's Scope of Site Work), door strike, internet router, ethernet cable or WiFi, and internet router passwords; all of which form the preconditions to enable the Seller to install the Product and complete the Site Work.

Installation: the fixing into position of the various items of the Product, and their connection to the Plant (as applicable).

Commissioning: the checking, adjusting, loading of Software, testing and proving of the Product following Installation and/or the setting to work of the Product in conjunction with the Plant, all as specified in the Agreement.

Configuration: the application of the Goods and/or Software to the specific requirements of the Agreement, as detailed in the Seller's quotation (as applicable).

Acceptance Tests: the tests (if any) to be carried out on the Site to demonstrate that the Product is capable of achieving the functions as detailed in the Seller's quotation.

Delivery: means the delivery of the Product to the Site, and full performance of the Site Works, as detailed in the Seller's quotation (as applicable).

Payment Milestones: means the three events, when Seller shall issue invoices to Buyer who will make partial payments of the Price, which are defined as follows; (a) Advance Payment milestone requiring 34% payment, (b) Installation completed milestone requiring 33% payment, and (c) Commissioning completed milestone requiring 33% payment, or other milestone payment schedules as detailed in the Seller's quotation.

Seller's Personnel: employees of Seller, Seller Affiliates and/or Seller's subcontractors.

Site Work: Services (if any) to be provided by Seller on the Site, as detailed in the Seller's quotation, which may include and are not limited to the following services; Installation, Commissioning, Configuration and/or Acceptance testing of the Product.

2. PRICES: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Product and/or Site Works shall remain in effect for thirty (30) calendar days after the date of Seller's quotation, or acknowledgment of Buyer's order for the Product, whichever occurs first, provided an unconditional authorisation from Buyer for the delivery of the Product is received and accepted by Seller within such time period ("Validity Period"). If such authorisation is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods and/or Site Works and/or Software. Unless specified otherwise in the Seller's Quotation, all prices are inclusive of freight, transportation and insurance.

3. GST: (a) All amounts payable for supply of the Product and/or Site Works under these T&Cs are exclusive of GST. If any amount payable under these T&Cs is the consideration for a Taxable Supply in respect of which the Seller is liable to pay GST, the amount payable will be increased by the amount of the GST payable in respect of the Taxable Supply, and the additional amount will be payable at the same time as the consideration is payable, or if the Buyer of the Goods and/or Site Works and/or Software has not by then received a Tax Invoice in respect of the Taxable Supply, then the additional amount will be payable within seven (7) calendar days after receipt from the Seller of a valid Tax Invoice. The Seller must give the Buyer a Tax Invoice in respect of each such Taxable Supply. (b) In these T&Cs "Taxable Supply", "GST" and "Tax Invoice" have the same meanings as are ascribed to them in the A New Tax System (Goods and Services Tax) Act 1999.

4. TERMS OF PAYMENT: (a) Unless otherwise specified by Seller, the payment terms are 7 (seven) calendar days, starting from the date an invoice is issued. Upon Seller's receipt of the payments, Seller shall immediately issue the Tax Invoice to Buyer. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other Agreements with Buyer in the event Buyer fails to make any payment when due, which other Agreements Buyer and Seller hereby amend accordingly. (b) Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate of fifteen percent (15%) per annum and calculated cumulatively from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue supply of the Goods and/or Site Works and/or Software. (c) Seller does not agree to retention of monies owing to Seller under any circumstances.

5. DELIVERY: (a) Seller will endeavor to deliver the Product and/or Site Works to Buyer to the extent practicable in accordance with the delivery schedule as defined in the Agreement. However, Seller will not be liable for any damage or loss caused by any delay. (b) Buyer shall inform Seller in writing at least three (3) business days before the agreed installation and commissioning dates if the Buyer requires a postponement or delay for any reason, failing which Seller reserves the right to invoice Buyer for one day of trade labor which, unless otherwise agreed between the parties in writing, amounts to four hundred (\$400) dollars per day. Buyer and Seller shall agree to reschedule the Site Works at the earliest possible dates. Seller will store the delayed Goods and/or Software for a maximum period of ninety (90) days, following which Seller shall invoice Buyer for the full amount of the delayed Goods and/or Software and the delayed Goods and/or Software shall be subject to additional Storage Charges until Buyer takes delivery of the delayed Goods and/or Software.

6. TITLE AND RISK: Title to and risk of loss of the Goods shall pass to Buyer upon delivery to the Site by Seller. Licensing of Software to the Buyer shall commence upon delivery to the Site by Seller.

7. LIMITED WARRANTY: (a) Seller warrants that the Software will execute the programming instructions provided by Seller and that the Goods manufactured or assembled by Seller will be free from defects in material and workmanship and meet Seller's published specifications at the time of delivery under normal use and regular service and maintenance for a period of twelve months from the date of delivery of the Goods and/or Software by Seller, unless otherwise specified by Seller in writing. Seller does not warrant that the operation of the Software shall be uninterrupted or error free. Goods purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. (b) If, within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option and as Buyer's exclusive remedy, exercise one of the remedies set out in clause 8(c). (c) Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. All costs of dismantling, reinstallation and freight and the time and expense of Seller's Personnel for site travel and diagnosis under this warranty shall be borne by Seller. Goods and/or Software repaired or replaced during the warranty period shall be covered by the foregoing

warranty for the remainder of the original warranty period or ninety (90) days from the date of Seller's remedy of the warranty defect, whichever is longer. (d) To the maximum extent permitted by law (including the Australian Consumer Law 2010 (Cth)), Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of the Goods and/or Software, either alone or in combination with other products/components. (e) This clause 7 applies to any entity or person who may buy, acquire or use the Goods and/or Software, including any entity or person who obtains the Goods and/or Software from Buyer, and shall be bound by the limitations therein, including this clause 6. Buyer agrees to provide such subsequent transferee conspicuous, written notice of the provisions of clauses 7 and 8.

8. LIMITATION OF REMEDY AND LIABILITY: (a) Any warranties contained in these T&Cs do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorised modification or alteration, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. (b) All warranties, representations, statements, terms and conditions relating to the Product and/or Site Works or these T&Cs, not contained in these T&Cs, are excluded to the maximum extent permitted by law (including the Australian Consumer Law 2010 (Cth)). (c) Notwithstanding clause 8(b), if any condition or warranty is implied into these T&Cs by law and cannot be excluded or modified, the liability of Seller for breach of such condition or warranty is limited to one or more of the following at Seller's option: (i) replacement of the Product; or (ii) repair of the Product; or (iii) supplying the Site Works again; or (iv) correcting or upgrading the Software. (d) Subject to clause 8(c), the maximum aggregate liability of Seller under or in connection with these T&Cs or their subject matter whether in contract, tort (including without limitation negligence and strict liability), equity, under statute or under any other theory of law is limited to an amount equal to the cost of the relevant Goods and/or Site Works and/or Software giving rise to such liability. (e) Subject to clause 8(c), Seller is not liable for and no measure of damages will under any circumstances include any special, indirect, consequential, incidental or punitive losses or damages whether in contract, tort (including without limitation negligence and strict liability), equity, under statute or under any other theory of law, whether or not such loss or damage was foreseeable and whether or not Buyer or Seller is advised of the possibility of such losses or damages. The term "consequential damages" shall mean loss of revenue or profits, loss of production, loss of use, loss of opportunity, loss of contract, loss of data or reputation or any other type of indirect, special, punitive, incidental or consequential loss or damage and all associated costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment, even if such loss, damage or cost arises naturally, according to the usual course of things, or each party has been advised of the possibility of such damage, loss or costs.

9. PATENTS AND COPYRIGHTS: Seller warrants that the Goods sold and/or Software licensed do not infringe any valid Australian patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notifies Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperates fully with Seller and permit Seller to control completely the defence, settlement or compromise of any such allegation of infringement. In the event such Goods and/or Software are held to infringe such an Australian patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, terminate any agreement as to future deliveries of such Goods and/or Software, without liability. This clause 9 is subject to the limitations contained in clauses 8(d) and (e) above.

10. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts or omissions of Buyer; war; fire; flood; weather; sabotage; strikes or labour disputes; civil disturbances or riots; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), requests, restrictions, allocations, laws or regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or cancelled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing.

Seller reserves the right to withdraw the personnel assigned to on-site services that are described in the scope of this Agreement, if such person is in a potentially hazardous situation for any of the following: natural disasters, public safety situations such as fighting organised crime, guerillas, etc., client or work disruptions such as strikes and occupations, conflictive situations that may likely escalate to verbal abuse or physical assault, and any other force majeure that could endanger the health or safety of Seller's Personnel.

11. CANCELLATION: Unless otherwise agreed in writing by Seller, orders may not be canceled by Buyer for any reason.

12. CHANGES: (a) Buyer may request changes or additions to the Goods and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price and dates of delivery. (b) Seller reserves the right to change designs and specifications for the Goods and/or Software without prior notice to Buyer. Seller shall have no obligation to install or make such change in any Goods manufactured prior to the date of such change.

13. SOFTWARE¹: Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a non-exclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilising such Goods purchased from Seller.

14. INSPECTION: Unless mentioned otherwise in writing by Seller, Buyer shall be responsible for receiving, inspecting, storing, installing, configuring, testing, commissioning and maintaining all Goods.

15. DOCUMENTATION: Seller shall provide Buyer with any data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

16. DRAWINGS: Seller's prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or licence, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor.

17. BUYER'S COMPLIANCE WITH LAWS: Buyer agrees that in no event shall the Goods, Software or technology be transferred, released, sold, distributed, exported, or re-exported out of Australia. Buyer agrees furthermore that it shall not engage in any activity that would expose the Seller to a risk of non-compliance and liabilities under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Buyer and Seller agree to comply with all applicable legal, ethical and compliance requirements.

18. BILLABLE GOODS: Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following: (a) if any necessary information is not provided by the Buyer to enable the Seller's timely execution of the Agreement; (b) if Buyer does not provide internet connectivity to the Seller; (c) if reasonable site and/or equipment access is denied to the Seller's Personnel.

¹ Note the definition of "Software" includes "firmware".

19. RETURNED GOODS: Except as otherwise provided with respect to warranty defects in clause 7, advance written permission to return Goods must be obtained from Seller. Such Goods must be returned in full, including all hardware, materials, documentation, drawings and Software, and must be shipped, transportation prepaid, to Seller's Warehouse. Returns made without proper written permission will not be accepted by Seller. Credit or exchange for such returned Goods will be at the billing price or current price, whichever is lower, from which will be deducted an inspection and repacking charge and the cost of any reconditioning. Seller reserves the right to inspect Goods prior to authorising return.

20. MEDICAL: GOODS ARE NOT FOR USE IN CONNECTION WITH ANY MEDICAL, LIFE-SUPPORT OR RELATED APPLICATIONS. Buyer accepts Goods with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that Seller's liability is based on negligence or strict liability.

21. DEFAULT AND TERMINATION: Without prejudice to any other rights Seller may have under these T&Cs or at law, Seller may terminate its agreement with Buyer, upon seven (7) days' written notice, if Buyer is in breach of any term of these T&Cs.

22. GENERAL PROVISIONS: (a) No waiver of any breach of these T&Cs will be effective unless the waiver is in writing and signed by the party against whom the waiver is claimed. (b) These T&Cs are governed by and construed in accordance with the laws in force in New South Wales, Australia. Each party irrevocably consents to submit to the exclusive jurisdiction of the courts of New South Wales and agrees that the proper venue for all actions arising in connection with this document shall be New South Wales. (c) Buyer shall not assign its rights or interests or delegate its duties under these T&Cs without the prior written consent of Seller. (d) These T&Cs and any quotation or order acknowledgment or confirmation from Seller regarding the Goods and/or Software, and any documents incorporated by specific reference therein, contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is superseded by these T&Cs and has no further effect. (e) Any provision of these T&Cs which is illegal, void or unenforceable will be severed and will not affect the legality, validity or enforceability of the balance of the provisions of these T&Cs.

Additional terms and conditions applicable only when Seller is responsible for Site Work:

When under the Agreement, Seller is responsible for the provision of Site Work, the following additional terms and conditions shall apply:

23. SITE FACILITIES:

23.1 To enable Seller's obligations under the Agreement in respect of Site Work to be expeditiously and properly carried out, Buyer will provide the facilities set out in the Agreement at no cost to Seller, as and when required; if no such facilities are stated in the Agreement, Buyer shall at no cost to Seller provide all facilities and assistance required by Seller which may include but shall not be limited to the following:

- a) suitable access to the Site, satisfactory environmental conditions for the Goods, suitable security and protection for the Site and for the Goods from time of delivery, electrical power, internet connectivity, suitable sanitation facilities and drinking water (reasonably close to the point(s) of installation of the Goods) and all other necessary facilities and reasonable requests for assistance.
- c) convenient, continuous and unrestricted access to the Plant and to the Goods. This includes full access to the internet router and power distribution box, including user-names and passwords to the internet router, and unrestricted permission to intermittently turn off the Site's internet and/or power to perform the Site Works.
- d) authorized representative of the Buyer, or Buyer, to provide immediate answers and responses to the Seller's Personnel's questions as part of the Site Works.
- e) a safe working environment for Seller's Personnel (including where appropriate, safety induction procedures and special protective clothing).

23.2 Buyer will be responsible for ensuring that the Plant is correctly installed and fit for its purpose and that any necessary minor adjustments to be made to the Plant are carried out expeditiously.

23.3 If, in Seller's sole opinion, the Site environmental conditions are not suitable for the Installation of the Goods, a safe working environment does not exist on Site or if Buyer fails to have provided any facility or assistance to be provided by it under the Contract, Seller's obligations to provide Site Work shall be suspended (without liability to Seller) until the conditions have been rectified to Seller's satisfaction and any time limits for completion of the Site Work shall be appropriately extended. Unless due to Seller's negligence, if the Goods have suffered loss, damage or deterioration after delivery and before Site Work is completed, the Goods shall be put in a satisfactory condition at Buyer's cost before Seller shall be obliged to proceed.

24. INSTALLATION:

24.1 Where Seller is responsible for Installation of the Goods or part thereof, Seller shall consult and seek agreement with Buyer for positioning of the Goods and for each modification to the Plant, which may entail some or more of the following activities:

- a) penetrations into walls, ceilings, and/or roof,
- b) modifications to the door jamb, architrays and/or skirting boards so as to install an electronic door strike (if applicable),
- c) modifications to the door or existing mechanical door lock so as to enable suitable function in conjunction with the Goods.

In so far as possible, the Seller shall endeavor to define and specify all installation activities and modifications to the Plant in the Seller's quotation. The Seller shall make good all modifications to the Plant according to industry best practice, such as:

- a) plastering of gyproc walls and ceilings, and painting with undercoat,
 - b) rendering of masonry walls and ceilings, and painting with undercoat,
 - c) staining and painting with undercoat modifications to doors, jambs, architrays or skirtings.
- The Buyer shall be responsible for topcoat painting of all surfaces.

25. SUPERVISION OF INSTALLATION:

25.1 Where Seller is responsible for supervision of Installation or part thereof, Seller shall provide the services of one or more competent personnel to give instruction to the skilled and unskilled labour provided by Buyer to secure:

- a) electrical power connections,
- b) router configuration and internet connection via Ethernet cable or WiFi,
- c) electric door latch and door strike connection.

Seller shall load the Software and the Configuration software into the Goods.

25.2 The skilled and unskilled labour provided by Buyer shall remain the servants of and under the control of Buyer. Seller shall not be liable for any act or omission of such labour, but if in giving or omitting to give orders or instructions to such labour, Seller's supervisory personnel fail to use proper skill and care, Seller shall be liable for the consequences of such failure in accordance with the Agreement.

26. COMMISSIONING: If specified in the Contract, Seller shall assist Buyer with testing the Goods, installing and configuring the Software, and commissioning the Goods.

27. ACCEPTANCE TESTS:

Where Seller is responsible under the Contract for the performance of the Acceptance Tests:-

27.1 When Installation is complete to Seller's satisfaction, Seller will demonstrate that the Goods and Software operate in accordance to the Agreement.

27.2 If Seller is unable to proceed with Acceptance Tests on the due date for commencement thereof due to reasons within the control of Buyer, or if the Goods fails to pass the Acceptance Tests due to reasons outside Seller's control, the Goods shall be deemed to have been taken over and the Acceptance Certificate referred to in Sub-Clause 29.4 shall be deemed to have been signed by Buyer. In either event the Acceptance Tests, or repeats thereof, shall be conducted at a time to be agreed and any additional costs incurred by Seller shall be to the account of Buyer.

27.3 If during the Acceptance Tests any of the Goods is found not to be in accordance with the Specification, Seller shall promptly make good the defect. Thereafter the Acceptance Tests shall be repeated in accordance with this Clause 27, insofar as is necessary to demonstrate that the Goods conforms with the Specification.

27.4 When the Goods have passed Acceptance Tests, Buyer shall sign a Acceptance Certificate. The Acceptance Certificate may record that the Goods has passed the Acceptance Tests but subject to reservations related to minor defects, which defects will be rectified by Seller at a time to be agreed.

27.5 The signature of the Acceptance Certificate by Buyer shall, save in the case of fraud or dishonesty relating to or affecting any matter dealt with therein, and save for any continuing liabilities of Seller as detailed in Clause 7 of the Terms and Conditions of Sale, or the remedying of minor defects referred to in Sub-Clause 27.4, be conclusive evidence of the sufficiency of the Goods and any Site Work provided by Seller in connection with the Agreement.

28. STATUS OF SELLER'S PERSONNEL: Seller's Personnel shall not be required to perform any tasks not falling within Seller's responsibility under the Contract.