

Terms and Conditions of Trade

August 2026

These Terms apply to all quotations, proposals, budget estimates, purchase order responses, work authorisations, service schedules, Goods, Services, Equipment and Labour supplied by Mobile Electrics Pty Ltd T/A Mobile Automation (ABN 34 076 319 376, REC 8904), unless we agree otherwise in writing.

Mandatory laws prevail to the extent they cannot lawfully be excluded. These Terms operate subject to the Australian Consumer Law and to electrical safety, occupational health and safety, labour hire licensing and Security of Payment laws.

Accepting these Terms

You accept these Terms by signing them, accepting a Quote, issuing an Order, giving us written or verbal instructions, allowing us to commence work, accepting Goods, Services or Personnel, or paying an invoice.

1. Definitions and interpretation

In these Terms, unless the context requires otherwise:

- 1.1 Additional Costs** means costs we reasonably incur in connection with the Goods, Services, Equipment or Labour that are not expressly included in the Quote, including call-out and after-hours rates, travel and accommodation, freight, crantage, access and lifting equipment, traffic management, site inductions, permits and statutory fees, testing and calibration, third-party contractor costs, storage and standing time, restocking and handling fees, merchant and portal fees, demobilisation and remobilisation, and taxes other than GST.
- 1.2 ACL** means Schedule 2 to the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law.
- 1.3 Business Day** means a day other than a Saturday, Sunday or public holiday where the Services are supplied.
- 1.4 Confidential Information** means information identified as confidential, or that a reasonable person would regard as confidential, including pricing, drawings, schematics, control system logic, recipes, process data and commercial information.
- 1.5 Customer, you or your** means the entity that requests or receives Goods, Services, Equipment or Labour from us, including its related bodies corporate, successors, permitted assigns and authorised representatives.
- 1.6 Equipment** means any tools, plant, instruments, test and access equipment, machinery, vehicles, robots, cobots, end effectors, safety devices or hardware we supply, use, install temporarily, loan or hire in connection with the Services.
- 1.7 Force Majeure Event** means an event beyond a party's reasonable control, including extreme weather, fire, flood, pandemic, war, terrorism, industrial dispute, transport delay, utility interruption, cyber incident, supply chain disruption or government restriction.
- 1.8 Goods** means all products, components, materials, consumables, spares, switchboards, control panels, cables, drives, instruments, robots, safety devices, hardware, software and licences we supply.
- 1.9 Hire Period** means the period for which Equipment or Personnel are supplied or made available to you, including any minimum period, rollover, extension or delay in return.
- 1.10 Insolvency Event** means where a party becomes insolvent, is unable to pay its debts as they fall due, enters liquidation, administration, receivership, bankruptcy or an arrangement with creditors, or has an external controller appointed.
- 1.11 Loss** means any loss, damage, cost, expense, liability, claim, demand, penalty, fine, interest, legal or debt recovery cost, whether direct, indirect, contingent or consequential.
- 1.12 Mobile Automation, we, us or our** means Mobile Electrics Pty Ltd T/A Mobile Automation ABN 34 076 319 376, REC 8904, and its employees, contractors, agents, successors and permitted assigns.

- 1.13 Order** means any request, instruction, purchase order, signed Quote, acceptance or work authorisation for us to supply Goods, Services, Equipment or Labour.
- 1.14 Personnel or Labour** means persons supplied or arranged by us to perform Services or to work under your direction, including employees, subcontractors, consultants and labour hire workers.
- 1.15 PPSA** means the Personal Property Securities Act 2009 (Cth) and its regulations.
- 1.16 Price** means the price payable for the Goods, Services, Equipment or Labour, plus GST and Additional Costs where applicable.
- 1.17 Quote** means our written quotation, proposal, budget estimate, schedule of rates or service schedule, including its stated scope, assumptions, exclusions and special conditions.
- 1.18 Safety Function** means a function of plant or a control system intended to reduce risk, including guarding, interlocks, emergency stops, safety-rated sensing devices, light curtains, scanners, safety relays, safety PLCs and safety-rated drives, and their logic and parameters.
- 1.19 Services** means industrial electrical, mechanical, automation and control services, including design and engineering, switchboard and panel manufacture, installation, integration, PLC, SCADA and HMI programming, robotic and cobot integration, machine safety and guarding upgrades, commissioning and validation, testing and tagging, calibration, breakdown response, maintenance, labour supply and Equipment hire.
- 1.20 Site** means any place where Goods or Equipment are delivered or Services are performed.
- 1.21 Software Deliverables** means PLC code, robot programs, SCADA and HMI applications, safety configurations, drive and instrument parameter sets, network configurations and other digital deliverables we create or modify.
- 1.22 Terms** means these Terms and Conditions of Trade, as updated from time to time.
- 1.23** Writing includes email. A reference to a law includes that law as amended or replaced. Headings are for convenience only. Words such as including do not limit what follows. If something must be done on a day that is not a Business Day, it must be done on the next Business Day.

2. How these Terms apply

- 2.1** These Terms apply to all Goods, Services, Equipment and Labour we supply unless we agree otherwise in writing.
- 2.2** The contract between us comprises these Terms, the Quote, any service schedule or maintenance agreement, any credit application and guarantee, any special conditions we have expressly agreed, and any variation we accept in writing.
- 2.3** If those documents are inconsistent, the order of priority is: first, special conditions expressly agreed by us in writing; second, the Quote or service schedule; third, these Terms; fourth, any other document we accept in writing.
- 2.4** Terms printed on, referenced by or attached to your purchase order, request for quotation, procurement portal, delivery docket, subcontract or similar document are excluded and have no effect unless we expressly accept them in writing.
- 2.5** If you require us to work under your own contract or supply agreement, these Terms continue to apply to the extent that document is silent, and the scope, assumptions and exclusions in our Quote continue to apply unless we agree otherwise in writing.
- 2.6** A person who signs, accepts a Quote or gives instructions on your behalf warrants they are authorised to bind you. If more than one entity is the Customer, each is jointly and severally liable.
- 2.7** If you contract as trustee of a trust, you warrant you have full authority to do so and that your right of indemnity from the trust assets is not limited or excluded.
- 2.8** We may update these Terms. Updated Terms apply to Orders placed after we provide or publish them. Where you hold a credit account, service schedule or maintenance agreement, we will give you at least 7 days' written notice of any material change.

- 2.9 Electronic signature and acceptance by email are effective, consistent with the Electronic Transactions (Victoria) Act 2000.

3. Quotes, Orders and scope

- 3.1 A Quote is valid for 30 days unless it states another period. We may withdraw or revise a Quote before it is accepted.
- 3.2 A Quote is based on the information available to us at the time, including your instructions, drawings, schematics, specifications, asset data, photographs, reports and access information. Where our Quote records assumptions, those assumptions form part of the contract.
- 3.3 An Order is not binding on us until we accept it in writing or commence supply.
- 3.4 The Services are limited to the scope expressly stated in the Quote or agreed in writing. Anything not expressly included is excluded.
- 3.5 Unless the Quote states otherwise, the Price excludes: third-party engineering certification; authority and utility fees, applications and isolations; after-hours, weekend and shutdown work; mechanical modification or fabrication of your plant; civil, structural and making good; hazardous material removal; hazardous area certification; validation and qualification documentation (including IQ, OQ and PQ), GMP and food-safety documentation; IT infrastructure outside the control system; software licences, subscriptions and vendor support; spares and consumables; training beyond handover; risk assessments; permits; and work required because of hidden or latent conditions.
- 3.6 You must give us complete, accurate and timely information to price and perform the work. We may rely on information provided by you or on your behalf, and are not responsible for Loss caused by information that is inaccurate, incomplete, out of date or misleading.
- 3.7 We may decline or suspend work outside our licence, capability, insurance, safety standards or legal obligations, and are not liable for delay or Loss arising from doing so except to the extent caused by our negligence or breach of law.
- 3.8 Where you introduce a person to us as your authorised representative, we may accept their instructions and requests for variations until you notify us in writing that they are no longer authorised. If their authority is limited, you must tell us the limits in writing before we act on their instructions.

4. Price, GST and variations

- 4.1 You must pay the Price stated in the Quote, our schedule of rates, our invoice or another written pricing document we have accepted.
- 4.2 Prices are in Australian dollars and exclusive of GST unless expressly stated otherwise. You must pay GST at the same time and in the same manner as the Price.
- 4.3 We may require a deposit, mobilisation payment, progress payments, credit card pre-authorisation, a personal or parent company guarantee, or PPSA registration before commencing or continuing work. A deposit is non-refundable to the extent we have incurred costs, allocated labour, ordered materials, committed to suppliers or declined other work in reliance on your Order.
- 4.4 We may vary the Price where: you change or add to the scope, quantity, timing, specification, design, materials, Personnel, Equipment, Site or delivery requirements; Site or plant conditions differ from those assumed in the Quote; access or shutdown windows change; a law, standard, site rule, industrial instrument or regulator requires additional work or cost; the cost of labour, materials, freight, exchange rates or subcontractors increases materially after the Quote is issued; or you do not do something the Quote requires.
- 4.5 We will use reasonable endeavours to obtain your written approval before carrying out a variation. You must pay for variations that are urgent, required for safety or by law, necessary to prevent damage or downtime, or requested by you or your authorised representative.
- 4.6 We will price variations in writing where practicable and show them separately on our invoice. Where rates are not agreed, a variation is charged at our then-current rates plus materials, subcontractors, plant, margin and Additional Costs.
- 4.7 You must pay Additional Costs where they apply. Where you require our Personnel to complete a site induction during working hours, or before

the commencement date, that time is charged at our standard or applicable overtime rate.

- 4.8 **Standing time.** If our Personnel or Equipment cannot work productively because access, isolation, permits, plant availability, materials or your other contractors are not ready, we may charge standing time at our applicable rates plus any resulting Additional Costs.

5. Payment, credit and overdue amounts

- 5.1 Unless the Quote, credit approval or invoice states otherwise, payment is due within 30 days of the date of our invoice. Time for payment is of the essence.
- 5.2 We may supply in stages and invoice each stage separately, including progress claims for work performed, materials delivered to Site but not yet installed, and approved variations.
- 5.3 We may approve, decline, reduce, suspend or withdraw a credit account at any time. Credit is not available until we confirm approval in writing.
- 5.4 If you dispute an invoice you must notify us in writing within 10 Business Days of receiving it, identify the disputed amount and the reasons, and pay all undisputed amounts by the due date.
- 5.5 You must not withhold, deduct, retain, set off or back-charge any amount against our invoice without our prior written consent, except where a law that cannot be excluded entitles you to do so. Retentions, back-charges and contra charges apply only where we have agreed to them in writing.
- 5.6 If payment is not received by the due date we may, without limiting any other right: charge interest on the overdue amount at 4% above the Reserve Bank of Australia cash rate, calculated daily; recover our reasonable debt recovery and legal costs; require payment in advance; suspend or cease supply; reduce or cancel your credit account; require immediate payment of all amounts owing; and report a payment default where permitted by law.
- 5.7 We may allocate a payment to any invoice, debt, interest or cost in any order we determine, and payment by cheque or other negotiable instrument is not received until cleared. Until all amounts due are paid we may withhold non-statutory deliverables, including as-built drawings, schematics, functional descriptions, operation and maintenance manuals, software source files and backups, licence keys, access credentials, test records and handover documentation. We will always issue statutory certificates, including any Certificate of Electrical Safety, as required by law.
- 5.8 Where you have left plant, panels or equipment with us for repair, modification or service, we have a lien over that item until all amounts owing to us are paid and may retain or sell it under any law applying to uncollected goods.

6. Programme, delivery and access

- 6.1 We will perform the Services with due care and skill, in accordance with our licensing obligations and applicable professional standards.
- 6.2 Any date for commencement, delivery, completion or duration is an estimate only unless we expressly agree in writing that time is of the essence. We are entitled to a reasonable extension of time and to recover Additional Costs where delay is caused or contributed to by you, your other contractors, third parties, utility providers, regulators, latent conditions, supply chain or lead-time issues, Force Majeure Events or other matters beyond our reasonable control.
- 6.3 Unless expressly agreed in writing, we are not liable for liquidated damages, delay damages, production losses, lost throughput or downtime arising from delay.
- 6.4 Delivery occurs when Goods are delivered to the Site, handed to you or your representative, delivered to your nominated carrier, or left at a place you nominated or that is reasonably apparent as the delivery point. Goods left at an unattended location are at your risk.
- 6.5 If you are not ready to receive Goods, Services, Equipment or Personnel, or access is delayed or denied, we may charge waiting time, standing time, redelivery, storage, demurrage, remobilisation and other Additional Costs.

6.6 You must inspect Goods on delivery and Services on completion, and notify us of any obvious damage, shortage or non-conformance within 7 Business Days.

6.7 Shutdowns and access windows. Where the work requires a production shutdown or defined access window, you are responsible for scheduling and confirming that window and for ensuring the plant is isolated, cleaned, drained, de-energised and available as agreed. If the window is shortened, moved or lost, we are entitled to an extension of time and may charge the resulting Additional Costs.

7. Your responsibilities and the Site

7.1 You must provide and maintain a safe, lawful and suitable Site for us, our Personnel, subcontractors and suppliers, and comply with your own duties under occupational health and safety law.

7.2 Before and during the Services you must give us safe, clear and continuous access to work areas, switchboards, isolators, cable routes, plant rooms, panels and equipment; provide accurate drawings, schematics, panel and cable schedules, I/O lists, asset registers, manuals, site rules, induction requirements and process information reasonably required; and arrange approvals, permits, shutdowns, isolations, escorts, access cards and authority consents not included in the Quote.

7.3 You must also operate your own permit-to-work, isolation and lockout/tagout system and ensure plant is isolated and made safe before we work on it; ensure your plant and existing installations are safe, accessible and suitable; provide power, water, lighting, amenities, laydown areas, lifting and access equipment, scaffolding and site-specific PPE unless included in the Quote; ensure your other trades do not delay or obstruct our work; notify us of every Site hazard, including hazardous material, asbestos, live service, confined space, work at height, hazardous area, stored energy, process hazard, allergen or product-safety requirement; and protect delivered Goods from theft, damage and contamination.

7.4 Underground and concealed services. Before we start work you must identify and clearly mark all underground, concealed, embedded and overhead services, including electrical, gas, water, fire, sewer, stormwater, compressed air, hydraulic, process, communications, data and control services. We will take reasonable care to avoid damage to services that have been identified and marked. You indemnify us against Loss arising from services not identified, or incorrectly identified, except to the extent caused by our negligence.

7.5 You are responsible for the acts and omissions of your employees, agents, tenants, invitees, other contractors and any person under your control.

7.6 If we reasonably consider the Site, plant, work or your instructions to be unsafe, non-compliant or unsuitable, we may suspend work until the issue is remedied and may charge the resulting delay and Additional Costs.

7.7 Where you supply materials, components, drawings, data, designs, software, equipment or specifications, you warrant they are accurate, safe, lawful, fit for purpose and compliant. We are not liable for defects or Loss caused by items or information you supply. If we reasonably believe items you supplied do not comply with applicable standards, we may suspend the affected work until compliant items are supplied and may charge the resulting Additional Costs.

8. Electrical work, machine safety and compliance

8.1 We will carry out electrical work in accordance with the Electricity Safety Act 1998 (Vic) and applicable electrical safety regulations, our electrical contractor registration (REC 8904), and the standards applying to the Services, including AS/NZS 3000 and any other standards specified in the Quote. Where legally required, we will issue a Certificate of Electrical Safety for the work we perform.

8.2 Where the Quote includes a Safety Function or machine safety work, we will design, supply, install, modify or validate that Safety Function to the standards and to the category, performance level or safety integrity level stated in the Quote, based on the risk assessment provided by you or agreed with you in writing.

8.3 If you do not provide a current risk assessment for the plant, we may rely on the hazards and control measures recorded in the Quote, or price a risk assessment as a variation. We are entitled to rely on any risk assessment, hazard register or safety specification you provide.

8.4 You remain responsible for the overall safety, suitability and legal compliance of your plant and workplace, and for your own duties as an employer, plant owner, operator, importer or supplier under occupational health and safety law. Unless the Quote expressly states otherwise, we do not assume the duties of a designer or manufacturer of your existing plant, and our responsibility is limited to the scope of work and Safety Functions described in the Quote.

8.5 We are not responsible for the compliance of parts of the plant outside our scope, for pre-existing non-compliance, or for achieving compliance of a machine or installation as a whole, unless the Quote expressly includes that outcome.

8.6 You must not modify, bypass, defeat, disable, remove or re-parameterise any Safety Function, guard, interlock, safety device or protective setting we supply or configure, and must not permit anyone else to do so, without our prior written agreement or the involvement of a suitably competent person. If a Safety Function is modified, bypassed, defeated or disabled, our warranty for it ends and, to the extent permitted by law, we are not liable for the consequences.

8.7 After handover you are responsible for the ongoing inspection, testing, validation, maintenance and periodic verification of Safety Functions in accordance with the manufacturer's instructions, applicable standards and your own safety management system, unless we have a written maintenance agreement covering that work.

8.8 Where our work responds to a regulator's notice, direction or improvement notice, we will address the matters expressly described in the Quote. You remain responsible for responding to the regulator and for any other matters the notice covers.

9. Existing plant, latent conditions and obsolescence

9.1 You acknowledge that work on existing plant, installations and control systems may reveal hidden, unsafe, defective, undocumented or non-compliant conditions. We are not responsible for pre-existing defects or non-compliance except to the extent we caused them.

9.2 If we discover unsafe wiring, overloaded circuits, defective switchgear or protection, damaged equipment, water or dust ingress, hazardous material, structural defects, undocumented services or control logic, obsolete or unsupported hardware or software, or inadequate capacity, we may suspend or delay the Services, make the area safe where required, issue a variation for additional work or rectification, and decline to energise, connect, commission, certify or return plant to service until we are reasonably satisfied it is safe and compliant.

9.3 Where your existing hardware, software, firmware or licences are obsolete, end-of-life, unsupported or unavailable, we cannot guarantee availability, compatibility, lead time or continued support, and may propose substitute or upgraded items as a variation. We may supply Goods of equivalent or better specification where the specified item is unavailable or has a materially longer lead time, and will notify you beforehand where practicable.

9.4 You warrant that any structure, cable route, containment, switchboard, panel, support, frame, roof, wall or slab to which Goods are fixed or connected is suitable, safe and capable of supporting and operating with the Goods and Services, and that electrical supplies, protection and capacity are adequate for them.

10. Intellectual property, software and cyber security

10.1 Each party retains ownership of the intellectual property it owned before the Services commenced. Unless the Quote states otherwise, all intellectual property in our methods, templates, know-how, pricing models, tools, base code, standard function blocks, libraries, drawings, designs, schematics, calculations, reports and procedures remains owned by us, including where incorporated into Software Deliverables.

10.2 On payment in full of all amounts owing, we grant you a non-exclusive, non-transferable licence to use the Software Deliverables and other deliverables created for you, for the plant, Site and purpose for which they were supplied. You must not use them for another project,

resupply or commercialise them, or copy, reverse engineer, decompile or modify our intellectual property, without our prior written consent.

- 10.3** Third-party software, firmware, licences, subscriptions and support agreements, including PLC, robot, SCADA, HMI, historian, drive and network vendor products, are supplied subject to the relevant vendor's terms. Unless the Quote states otherwise, you are responsible for holding, registering and renewing licences and support agreements in your own name. We are not the manufacturer or licensor of third-party software.
- 10.4** We are not responsible for pre-existing code, logic, configurations or systems we did not write, except to the extent we have modified them and only in respect of that modification.
- 10.5** After handover you are responsible for backups of code, configurations, recipes and licence keys; antivirus, patching and vendor security updates; access control and passwords; network segregation between your control network and your business or public networks; change management and version control; and validating the system before and during production use.
- 10.6** If you provide, request or permit remote access to your plant, systems or network, you are responsible for securing, monitoring, authorising and disabling that access. To the extent permitted by law, we are not liable for Loss arising from unauthorised access, malware, ransomware, a cyber incident or a data breach affecting your network, systems or plant, except to the extent caused by our negligence.
- 10.7** You must satisfy yourself that a control system, program or configuration is fit for your process before relying on it in production, including by testing in a controlled manner such as dry running, trial batches or parallel operation where practicable. To the extent permitted by law, we are not liable for scrapped, spoiled or contaminated product, lost production, rework or recall costs.
- 10.8** You grant us a licence to use your materials, data, drawings and intellectual property to the extent reasonably required to perform the Services, and warrant you are entitled to grant it. You warrant that the designs, specifications or instructions you give us will not cause us to infringe any patent, registered design, trademark or copyright, and indemnify us against any third-party claim that they do.
- 10.9** We may retain a copy of Software Deliverables, drawings and configuration files for our records, warranty support and legal obligations, and will treat them as your Confidential Information under clause 18.
- 10.10** We may use photographs, descriptions and general details of completed work for marketing, capability statements and tender submissions, provided we do not disclose your Confidential Information or sensitive Site information without your consent. If you notify us in writing that a project is confidential, we will not use it.

11. Testing, commissioning and acceptance

- 11.1** Where the Quote includes factory or site acceptance testing, the tests are those described in the Quote or an agreed test plan. If you do not attend a scheduled test after reasonable notice, we may carry it out and the results are taken to be accepted.
- 11.2** The Goods and Services are taken to be accepted on the earliest of: your written acceptance or sign-off; 10 Business Days after we notify you the work is complete or ready for handover, if you have not notified us in writing of a defect; and the date you first use the plant or system in production.
- 11.3** Minor items that do not prevent safe and proper use of the plant may be recorded on a defects list and do not delay acceptance, practical completion or payment. We will complete listed items within a reasonable time.
- 11.4** Where validation, qualification or compliance documentation is required, including IQ, OQ, PQ, GMP or food-safety documentation, we will provide it only where the Quote expressly includes it.

12. Goods, title, risk and PPSA

- 12.1** Risk in Goods passes to you on delivery, and you must insure them from delivery. Ownership does not pass until you have paid all amounts

owing to us on any account and performed all your other obligations to us.

- 12.2** Until ownership passes you hold the Goods as bailee for us, must keep them separate and identifiable where practicable, must insure them for full replacement value, must not charge or encumber them, and must not part with possession except in the ordinary course of your business. If you sell or dispose of them before ownership passes, you do so as our fiduciary agent and must hold the proceeds on trust for us.
- 12.3** These Terms constitute a security agreement for the purposes of the PPSA. You grant us a security interest, including a purchase money security interest, in the Goods, the Equipment and their proceeds, to secure all amounts owing to us.
- 12.4** You must do all things and sign all documents we reasonably require to register, perfect, maintain or enforce that security interest, and must not register a financing change statement, or allow a third party to register a security interest over the Goods or Equipment, without our written consent. To the extent permitted by law you waive your right to receive notices and verification statements under the PPSA that may be waived, and provisions of the PPSA that may be excluded are excluded to the extent permitted. Nothing in these Terms is intended to contract out of the PPSA where that is prohibited.
- 12.5** If you default in payment or suffer an Insolvency Event, we may enter premises where the Goods or Equipment are located, during business hours and on reasonable notice where practicable, to inspect, recover or repossess them. We are not liable for trespass or resulting Loss except to the extent caused by our negligence.

13. Equipment hire and loan equipment

- 13.1** This clause applies where we hire, loan, leave on Site or otherwise make Equipment available to you. The Equipment remains our property, or our supplier's property, at all times and you obtain no ownership interest in it. Where a minimum Hire Period applies, you must pay for the full Hire Period, including any rollover or extension, unless we agree otherwise in writing.
- 13.2** You must satisfy yourself that the Equipment is suitable for your intended use, ensure it is operated only by competent and appropriately licensed persons, use it in accordance with all instructions and laws, keep it clean and secure, and return it in the same condition as supplied, fair wear and tear excepted. You must not move it from the Site, alter or repair it, deface identifying marks, grant a lien over it, encumber it, sub-hire it, permit unauthorised use, or use it for any unlawful, unsafe or unintended purpose, without our written consent.
- 13.3** You are responsible for loss, theft or damage to the Equipment during the Hire Period, except to the extent directly caused by us, and must pay repair or replacement costs, lost hire charges, insurance excesses and associated Additional Costs. You must insure it for its full replacement value and hold public and third-party liability insurance for its use, and provide a certificate of currency if we reasonably request it.
- 13.4** If the Equipment breaks down, becomes unsafe or requires recalibration, repair or maintenance, you must stop using it immediately, secure it, prevent further damage or injury, and notify us, and must not repair it without our written consent. Where the fault is not caused by your use, act or omission, we will repair, recalibrate or replace it at our cost as soon as practicable and will not charge hire while it is out of use.

14. Labour supply, Personnel and non-solicitation

- 14.1** This clause applies where we supply Personnel on a labour hire, temporary, shift coverage, embedded maintenance or similar arrangement. We will only supply Personnel where it is lawful for us to do so and, where required, we hold or are covered by an applicable labour hire licence.
- 14.2** We will use reasonable endeavours to supply Personnel with appropriate licences, tickets, skills and experience for the role described in the Quote or Order, and are responsible for their wages and entitlements, statutory deductions, superannuation, payroll tax and workers compensation insurance. We make no representation that any individual will achieve a particular level of performance or output, or attain a specific outcome.

14.3 While Personnel work at your Site or under your direction, you are responsible for day-to-day supervision and control of tasks, safe systems of work, safe plant and the safety of the working environment. You must induct them before they commence; provide instruction, supervision, training, permits and Site-specific PPE; not require them to perform tasks, operate plant or enter areas for which they are not licensed, trained or inducted; ensure timesheets are accurate, approved and returned when we advise; notify us immediately of any injury, near miss, safety incident, misconduct, underperformance, discrimination or harassment claim; and give us 7 days' written notice of any change to the number of Personnel or to their duties, hours, location, plant operated or risk profile.

14.4 You must maintain insurance covering claims that may be made against you by Personnel, and include Personnel in your public liability insurance. To the extent permitted by law, you indemnify us against Loss arising from an act or omission of Personnel while under your direction, supervision or control, except to the extent the Loss is caused by us.

14.5 You must advise us of any Site or project allowances that apply, including meal, travel, tool, height and confined space allowances, and we will on-charge them. Where Personnel are stood down because of adverse weather or other conditions beyond our control, you must pay a minimum of four hours per person per day unless we agree otherwise in writing.

14.6 Non-solicitation. During the supply period, and for 12 months after Personnel last performed work for you, you must not directly or indirectly employ, engage, solicit or encourage any of our Personnel to leave us, without our written consent. This applies whether you engage them directly, through a related entity, or through another labour hire or recruitment business.

14.7 Placement fee. If you breach clause 14.6, you must pay us a placement fee calculated on the Personnel's annual salary or wages excluding superannuation, at the rate below, or another amount stated in the Quote. The parties agree this is a genuine pre-estimate of our recruitment, training and replacement Loss and is not a penalty.

12% of salary — \$0 to \$54,999 per annum; 14% — \$55,000 to \$74,999; 16% — \$75,000 to \$99,999; 18% — \$100,000 and above.

15. Warranties, defects and the Australian Consumer Law

15.1 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, statutory warranty or other right that cannot lawfully be excluded, restricted or modified. Our Goods and Services may come with guarantees under the Australian Consumer Law that cannot be excluded, and where those guarantees apply you may be entitled to remedies for a major failure that these Terms do not limit.

15.2 Subject to the ACL and any express warranty in the Quote, we warrant our workmanship for 12 months from practical completion of the relevant Services. Manufacturer warranties for Goods are passed through to you to the extent we are able to do so; we are not the manufacturer of third-party Goods unless expressly stated.

15.3 You must notify us in writing of any obvious defect, shortage, damage or non-conformance within 7 Business Days after delivery or completion, and of any latent defect as soon as reasonably practicable after it becomes apparent.

15.4 You must give us a reasonable opportunity to inspect, test and rectify an alleged defect before you engage a third party or incur costs, except in an emergency where immediate action is reasonably required to prevent injury or material damage.

15.5 To the extent permitted by law, we are not liable for defects or damage caused or contributed to by: pre-existing defects or non-compliance; fair wear and tear; misuse, neglect, vandalism, accident, fire, flood, water or dust ingress, pest damage, power surge or a Force Majeure Event; operation outside design limits or intended purpose; failure to follow our or the manufacturer's instructions or maintenance schedules; unauthorised repair, modification, re-parameterisation or tampering; materials, designs, software or equipment you supplied; process, product or recipe changes we were not told about; or third-party work we do not control.

15.6 Subject to the ACL, we may decline returns of non-defective Goods, custom-made or special-order items, opened, installed or used items,

cut cable, components that cannot be resold, software and licences, or Goods damaged after delivery. Where we accept a discretionary return, you must pay reasonable freight, handling, testing and restocking charges.

15.7 We are responsible only for the parts and work we supply. Where other parts or systems subsequently fail, we are not liable for that failure except to the extent we caused it.

16. Insurance, liability and indemnities

16.1 We maintain public liability insurance of not less than \$20,000,000 for any one occurrence and workers compensation insurance as required by law, and will provide certificates of currency on request. You must maintain adequate property, business interruption, public liability, contract works, plant and equipment, product recall and cyber insurance appropriate to the Site, your plant and the Goods and Services.

16.2 To the maximum extent permitted by law, our liability arising out of or in connection with the Goods, Services, Equipment, Personnel or these Terms is limited, at our option, to resupplying the Services, repairing or replacing the Goods, paying the cost of resupply, repair or replacement, or refunding the Price paid for the affected Goods or Services.

16.3 To the maximum extent permitted by law, our total aggregate liability for all claims arising out of or in connection with a Quote, an Order or the Goods and Services will not exceed the Price paid by you for the affected Goods and Services.

16.4 To the maximum extent permitted by law, we are not liable for indirect, consequential, special or economic loss, including loss of production, throughput, revenue, profit or goodwill, downtime, spoiled or contaminated product, rework, recall costs, liquidated or delay damages you owe a third party, loss of data, or third-party claims, except to the extent such liability cannot be excluded by law.

16.5 Our liability will be reduced to the extent the Loss is caused or contributed to by you, your other contractors, a third party, pre-existing conditions, materials or information you supplied, or your failure to mitigate the Loss.

16.6 To the extent permitted by law, you indemnify us against Loss we suffer arising out of or in connection with: your breach of these Terms; unsafe or non-compliant Site or plant conditions; inaccurate, incomplete or misleading information supplied by you or on your behalf; services not identified or incorrectly identified under clause 7.4; damage to our Equipment or Goods while at your risk; injury, illness, death or property damage caused by you or a person under your control; the modification, bypassing or disabling of a Safety Function; IP infringement caused by your instructions, designs or materials; and our reliance on your approvals, instructions, drawings, risk assessments or data.

16.7 This indemnity does not apply to the extent the Loss is caused by our negligence, our breach of these Terms, fraud or wilful misconduct.

17. Suspension, cancellation and termination

17.1 We may suspend or cancel supply, cease work, recover Goods or Equipment, or terminate the contract immediately by notice if: you fail to pay any amount by the due date; you breach these Terms and fail to remedy within 7 Business Days after notice; you suffer an Insolvency Event, or we reasonably believe you may be unable to pay your debts as they fall due; we consider the Site, plant, work or your instructions unsafe, unlawful or outside our licence or capability; you exceed your credit limit or we withdraw credit approval; or you or your representatives engage in abusive, threatening or unlawful conduct.

17.2 You may not cancel an accepted Order without our written consent. If we consent, you must pay for all Goods ordered, work performed, labour allocated, supplier and subcontractor commitments, demobilisation, restocking and cancellation charges, and other Loss reasonably arising from the cancellation.

17.3 Orders for custom-made Goods, special-order items, software, licences, bespoke designs, manufactured panels, allocated Personnel or work that has commenced cannot be cancelled except with our written consent and on terms acceptable to us.

- 17.4** Either party may terminate a maintenance agreement, service schedule or labour supply arrangement on 30 days' written notice, unless a minimum term or Hire Period applies, in which case the notice takes effect at the end of that term.
- 17.5** On termination or cancellation, all amounts for Goods and Services supplied up to termination, committed costs, cancellation charges, interest and Additional Costs become immediately due and payable.
- 17.6** Termination does not affect accrued rights or any clause intended to survive, including payment, PPSA, confidentiality, intellectual property, limitation of liability, indemnities, non-solicitation, dispute resolution and the general clauses.

18. Confidentiality and privacy

- 18.1** Each party must keep the other's Confidential Information confidential and use it only for performing or receiving the Goods and Services, enforcing rights, complying with law or obtaining professional advice. These obligations do not apply to information that is public, was already known without breach, was independently developed, was lawfully received from a third party, or must be disclosed by law, a regulator, a court, an insurer or a professional adviser.
- 18.2** We collect and handle personal and credit-related information about you, your representatives and any guarantors for quoting, account management, supplying the Goods and Services, assessing credit, processing payments, managing safety and compliance, debt recovery and legal compliance, in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. You consent to us disclosing it to our employees, contractors, suppliers, insurers, advisers, financiers, credit reporting bodies, debt collectors and regulators where reasonably required for those purposes, and you must hold the consents required to give us personal information about your personnel or site contacts.
- 18.3** You may ask us for a copy of the personal information we hold about you, ask us to correct it, ask us not to use it for direct marketing, or make a privacy complaint, by emailing enquiries@mobileautomation.com.au. We will acknowledge a complaint within 7 days and aim to respond within 30 days. If you are not satisfied, you may complain to the Office of the Australian Information Commissioner at oaic.gov.au.

19. Security of Payment and statutory rights

- 19.1** To the extent the Goods, Services or Labour involve construction work or related goods and services, we may exercise our rights under the Building and Construction Industry Security of Payment Act 2002 (Vic), or equivalent legislation in the State or Territory where the work is performed.
- 19.2** Nothing in these Terms is intended to contract out of Security of Payment legislation, the Australian Consumer Law, the Competition and Consumer Act 2010 (Cth), electrical safety, occupational health and safety, labour hire licensing or any other law to the extent contracting out is prohibited. If a term would have that effect, it is read down or severed to the extent necessary.
- 19.3** You agree that invoices, payment claims, payment schedules, notices and other communications may be served by email to your last notified email address, unless prohibited by law.

20. Force majeure

- 20.1** A party is not liable for failing to perform an obligation, other than an obligation to pay money, to the extent the failure is caused by a Force Majeure Event. The affected party must notify the other as soon as reasonably practicable and use reasonable endeavours to minimise the effect.
- 20.2** We are entitled to an extension of time and reimbursement of reasonable Additional Costs caused by a Force Majeure Event. If a Force Majeure Event continues for more than 30 days and materially affects the Services, either party may terminate the affected Order by written notice. You must pay for all Goods and Services supplied and costs reasonably incurred up to termination.

21. Disputes

- 21.1** If a dispute arises, the party raising it must give written notice identifying the dispute and the outcome sought. The parties must first refer the dispute to their senior representatives, who must meet or confer in good faith within 10 Business Days after the notice.
- 21.2** If the dispute is not resolved within 20 Business Days after the notice, either party may refer it to mediation administered by the Australian Disputes Centre or another mediator the parties agree on.
- 21.3** A party must not commence court proceedings about a dispute until this clause has been followed, except for urgent interlocutory relief, debt recovery, enforcement of PPSA or lien rights, or proceedings under Security of Payment legislation.
- 21.4** While a dispute exists, the parties must continue to perform their obligations to the extent reasonably possible, and you must continue paying all undisputed amounts. Settlement discussions and information produced for the dispute resolution process are confidential unless disclosure is required by law.

22. General

- 22.1** The parties are independent contractors. Nothing in these Terms creates a partnership, employment relationship, agency, joint venture or fiduciary relationship, except where expressly stated.
- 22.2** We may subcontract, assign or novate any part of the Goods or Services, or our rights under these Terms, and remain responsible for the work to the extent required by law. You have no authority to instruct our subcontractors directly. You must not assign or transfer your rights or obligations without our prior written consent.
- 22.3** You must notify us in writing within 14 days of any change to your name, entity, ownership, control, address, email, bank account details, creditworthiness or business structure.
- 22.4** A notice must be in writing and may be delivered by hand, prepaid post, courier or email to the last address notified. It is taken to be received on delivery by hand or courier, at the time of transmission by email if no delivery failure notice is received, or on the second Business Day after posting within Australia. You consent to receiving invoices, payment claims, notices, variations, safety documents and other communications by email, and to electronic signature where permitted by law.
- 22.5** A waiver is only effective if in writing and signed by the party giving it; a failure or delay in exercising a right is not a waiver. If any provision is void, illegal or unenforceable, it will be read down or severed to the extent necessary and the remaining provisions continue in force.
- 22.6** These Terms are governed by the laws of Victoria, Australia, unless the Quote states another governing law or a mandatory law requires otherwise. The parties submit to the non-exclusive jurisdiction of the courts of Victoria and any courts entitled to hear appeals from them.
- 22.7** These Terms may be executed in counterparts and by electronic signature. You acknowledge that you have had the opportunity to obtain independent legal, technical and financial advice before accepting them.