

DEFINITIONS: In the Standard Terms and Conditions, the words below have the following meanings:

\$ means USD, unless specifically otherwise specified;

Agreement means the contract between Zetron and The Purchaser as described below.

Anything of Value includes cash or cash equivalents, gifts, services, employment offers, loans, travel expenses, entertainment, political contributions, charitable donations, subsidies, per diem payments, sponsorships, honoraria or provision of any other asset, even if nominal in value.

Business Day means any day except a Saturday, Sunday or public holiday in the United States, Canada, South Australia, or any other country where a subsidiary of Zetron is located;

Calendar Day means a calendar day with periods expressed in Calendar Days subject to extension if necessary to allow for public holidays and/or the location where the Product (if imported) is sourced as the case may be;

Catalogue means any and all catalogues of Zetron products published and distributed by Zetron in hard copy and electronically (including by making available for viewing through its official website) to its actual and prospective customers, setting out product details and current prices, as updated and replaced by Zetron from time to time in its discretion;

Zetron or Company means Zetron, Inc. and Daniels Electronics Ltd. d/b/a Codan Communications, collectively; Zetron, a Codan Company;

Confidential Information means all information disclosed by Zetron or The Purchaser and includes:

(a) the fact that the parties will have, or are having, discussions, and the substance of those discussions;

(b) financial information and other trade secrets and confidential know-how;

(c) information regarding each party's business; and

(d) all information generated by the parties which is based on the information referred to in these paragraphs (a) to (c) inclusive,

but excludes information that:

(e) the parties create or develop (whether alone or jointly with any person) independently of the Confidential Information;

(f) is public knowledge (otherwise than as a result of a breach of confidentiality by either party or any person to whom it has disclosed the information);

(g) is rightfully known to, or in the possession or control of either party or any of its personnel and not subject to an obligation of confidentiality in accordance with the terms of this Agreement; or

(h) becomes available to either party from a source other than the parties and which source has the right to use and disclose and is not bound by any obligation of confidentiality in respect of the same;

Credit Limit means the USD value of any credit facility extended by Zetron to The Purchaser;

Duties means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes, but is not limited to, any interest, fine, penalty, charge or other amount imposed but excludes any income tax;

Existing Arrangements means any arrangements and agreements between Zetron and The Purchaser in effect as at the date an Order is submitted, as agreed by Zetron in writing;

Facilitating Payment means a payment to an individual to secure or expedite the performance of a routine government action by Government Officials;

Force Majeure Event means anything outside a party's reasonable control including, without limitation, shortages of materials, fire, storm, flood, earthquake, explosion, accident, enemy acts, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labor dispute, labor shortage, transportation embargo or failure or delay in transportation;

Government Agency means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

Government Official means:

(a) any officer or employee of a government or any department, agency or instrument of a government (including but not limited to any Government Agency);

(b) any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government (including but not limited to any Government Agency);

(c) any officer or employee of a company or business owned in whole or part by a government;

(d) any officer or employee of a public international organization such as the World Health Organization or United Nations;

(e) any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or

(f) any candidate for political office;

GST has the meaning it does in section 195-1 of the GST Act;

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended, varied or replaced from time to time;

Insolvency Event, in relation to The Purchaser, means any of the following events:

(a) The Purchaser is unable to pay its creditors (or any class of them) in the ordinary course of business;

(b) a receiver, receiver and manager, administrator, liquidator or similar officer is appointed to The Purchaser or any of its assets;



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(c) The Purchaser enters into, or resolves to enter into, a scheme of arrangement, compromise or composition with any class of creditors;

(d) A resolution is passed or an application to a court is taken for the winding up, dissolution, official management or administration of The Purchaser; or

(e) Anything having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

Intellectual Property Rights means any and all intellectual and industrial property rights anywhere in the world, including but not limited to the rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets and know how, throughout the world for the full period of the rights and all renewals and extensions;

LMR means Land Mobile Radio;

One-Year Limited Warranty means the one-year limited hardware and software warranty that is incorporated into these Standard Terms and Conditions;

Order means an order for Products created as the result of The Purchaser's issue of a formal purchase order to Zetron in hard copy or electronically (in a form agreed by Zetron). Issuance of an Order (whether or not a Quotation is first issued by Zetron) is deemed to constitute acceptance of these Standard Terms and Conditions by The Purchaser. In the event that a Quotation is issued by Zetron, issuance of an Order is also deemed to constitute acceptance of the Quotation by The Purchaser;

Order Acknowledgement means Zetron's written confirmation that an Order has been received from The Purchaser, and the Agreement brought into existence;

Order Value means the total price charged by Zetron to The Purchaser for any Order, and including any amounts payable by The Purchaser and charged by Zetron in accordance with clause 3.

Payment refers to and includes any direct or indirect offer to pay, promise to pay, authorization of payment of, or transfer of, Anything of Value;

PPSA means the Personal Properties Securities Act 2009 (Cth) and any regulations made under it and will only apply where the Purchaser is an Australian entity;

Products means "Zetron Products", "Zetron Accessories", and any third-party products sold by Zetron, including the products and/or accessories to be manufactured and/or imported by Zetron for The Purchaser as listed in the Order. "Zetron Products" means products manufactured by Zetron. "Zetron Accessories" means all items, supplies, and equipment sold by Zetron to The Purchaser integrated as components of a Zetron Product.

Quotation or Quote means the quote, if any, issued by Zetron to The Purchaser in respect of the Products to which these Standard Terms and Conditions of Supply are attached;

Security Agreement has the meaning given to that term in the PPSA;

Security Interest has the meaning given to that term in the PPSA;

Supply has the same meaning it does in section 9-10 of the GST Act and excludes any "GST-free supplies" and "input taxed supplies" as those terms are defined in section 195-1 of the GST Act;

Tax or Taxes means any tax, levy, charge, impost, fee, deduction, compulsory loan or withholding (including corporate tax, personal income tax, fringe benefits tax, payroll tax, withholding tax, excise and import duties, GST, consumption tax, value added tax or any other taxes, levies or charges), which is assessed, levied, imposed or collected by any Government Agency, and includes any interest, fine, penalty, charge, fee or any other amount imposed on or in respect of any such amounts;

The Purchaser means the entity requesting that Products be supplied and sold to it by Zetron by the issuance of an Order, as listed in the Quotation (if applicable); and

USD means U.S. dollars.

STANDARD TERMS AND CONDITIONS OF SUPPLY

1. Catalogue/Credit Offers, Quotations and Agreement

1.1 The Purchaser acknowledges and agrees:

- (a) that the Catalogue and/or approval of a Credit Limit by Zetron following a request for a credit facility received from The Purchaser in the form specified by Zetron constitutes an offer by Zetron to sell the Products to The Purchaser on the terms and conditions set out in this document, at the standard Prices for the Products set by Zetron, are current on the date The Purchaser submits an Order to Zetron, as notified by Zetron to The Purchaser (**Catalogue/Credit Offer**); and
- (b) that the Catalogue/Credit Offer may be accepted by The Purchaser at any time by submitting an Order with Zetron.

1.2 By submitting an Order in response to a Catalogue/Credit Offer, The Purchaser warrants and represents to Zetron that:

- (a) it has been provided with a copy of Zetron's current Product Price list and that it has reviewed this list prior to submitting the Order; and
- (b) it has read and understood these Standard Terms and Conditions of Supply prior to submitting the Order, and agrees to be bound by them in full.

1.3 In addition to the Catalogue/Credit Offer, Zetron may, in its discretion and following a request by The Purchaser, make an offer to The Purchaser for the sale of Products by issuing a Quotation. Unless otherwise specified in the Quotation issued by Zetron to The Purchaser (if any) or agreed to in writing by Zetron, all Quotations issued by Zetron are valid for 30 days from the date of issue (**Acceptance Period**). The Purchaser must accept a Quotation by submitting an Order with Zetron during the Acceptance Period. Any Quotation



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not accepted by The Purchaser during the Acceptance Period will lapse.

1.4 A contract between Zetron and The Purchaser for the supply by Zetron, and the purchase by The Purchaser, of the Products will come into existence:

- (a) in cases where a Quotation is issued by Zetron, on the date The Purchaser accepts the Quotation by submitting a valid Order with Zetron within the Acceptance Period; and
- (b) in all other cases, on the date that The Purchaser submits a valid Order with Zetron, in response to the Catalogue/Credit Offer.

1.5 Zetron will determine in its sole discretion whether an Order Form has been validly completed and submitted by The Purchaser.

1.6 The contract will comprise:

- (a) These Standard Terms and Conditions of Supply;
- (b) the Quotation issued by Zetron, if any;
- (c) the Product details listed in the Order; and
- (d) the invoice issued by Zetron to The Purchaser,

to the exclusion of any other terms and conditions (including but not limited to any variations to either these Standard Terms and Conditions or the terms of the Quotation or the Catalogue/Credit Offer (as applicable) purported to be made by The Purchaser in the Order) and apart from any terms, conditions or guarantees implied or provided for by applicable law which cannot lawfully be excluded. Zetron may (but is not obliged to) issue an Order Acknowledgement to The Purchaser, confirming the terms of the contract.

1.7 In the event of an inconsistency between any of the documents listed in clause 1.6 above, the terms of these Standard Terms and Conditions will prevail to the extent of the inconsistency, with the terms of the Quotation (if any) prevailing thereafter. To the extent of any inconsistency between the document in clause 1.6(c) and 1.6(d) above, the document described in clause 1.6(d) will prevail.

2. Prices

2.1 Prices are for U.S. domestic shipments, unless otherwise specified in accordance with clause 2.2 below. All prices are quoted as "Industrial Net Dollars". "Industrial Net" is defined as Zetron's suggested price in U.S. dollars for direct sales of designated products to U.S. end-users. Industrial Net includes the hardware and/or software being offered, standard factory programming (where applicable), warranty, and our standard levels of pre- and post-sale technical support. Industrial Net excludes shipping, duties, customs fees, taxes, insurance, and value-added reseller activities such as requirements definition, system design, programming, installation, training, system integration, testing, and preventative/corrective maintenance, all of which shall be paid for or provided by The Purchaser. Applicable taxes will be paid by The Purchaser unless The Purchaser provides Zetron with an acceptable tax exemption certificate.

2.2 Prices specified by Zetron for the Products in a Quotation, or any current Product Price list issued by Zetron, as applicable, are based upon the prevailing currency exchange rates generated by the Zetron system. Subject to Zetron deciding in its sole discretion that it would be fair and

reasonable in the circumstances to do so, Zetron may pass on any variation in currency exchange rates to The Purchaser in any issued invoice.

2.3 If a Quotation has been issued by Zetron, The Purchaser acknowledges that it has been prepared by Zetron on the basis of, and in reliance upon, the information provided by The Purchaser, and further acknowledges that the provision of incomplete or misleading information by The Purchaser, unforeseen circumstances, misinterpretations, variations and similar events may result in charges additional to those set out in the Quotation being payable by The Purchaser for the Products. The Purchaser agrees to pay any such additional amounts to Zetron, in full.

2.4 Unless otherwise expressly specified by Zetron, all prices stated are exclusive of Product delivery costs and freight charges.

3. Payment

3.1 The Purchaser is solely responsible for payment of all freight, insurance, delivery costs, Taxes and other charges levied or payable in respect of the Products, unless otherwise agreed by the parties in writing.

3.2 Zetron will invoice The Purchaser for the Order Value of the Order at any time following receipt of such Order.

3.3 For The Purchasers eligible for credit, the following applies:

- (a) normal payment terms are net 30 days from date of invoice,. Notwithstanding this, other terms may apply;
- (b) Partial shipments will be invoiced; and
- (c) Interest will be charged at the maximum rate allowed by law to all overdue accounts which are also subject to collection charges, including without limitation, reasonable attorney's fees.

3.4 Unless otherwise stated in the Quotation the due date for payment by The Purchaser to Zetron for the Order (**Due Date**) is as follows:

- (a) 30 days from the date on which the invoice was issued, if the following conditions are satisfied at the time that the Order was submitted to Zetron (i) The Purchaser has a pre-approved credit facility with Zetron and (ii) the Order Value, combined with any outstanding payments due to Zetron by The Purchaser at the time of the Order, fall within The Purchaser's approved Credit Limit; and
- (b) in all other cases, payment is immediately due at the time that The Purchaser places the Order with Zetron.

3.5 If The Purchaser fails to make any payment by the Due Date, then, without prejudice to any other right or remedy available to Zetron, Zetron may, in its sole discretion elect to:

- (a) suspend any further deliveries to The Purchaser arising from the Order;
- (b) cancel the Order for Products not yet supplied to The Purchaser in whole or in part by Zetron;
- (c) enter the property of The Purchaser in order to repossess the Products;
- (d) appoint a receiver or receiver and manager to do anything the law allows a receiver or receiver and manager to do;
- (e) charge The Purchaser interest (both before and after any judgement) on the unpaid amount at the rate of

10% per annum until payment is made in full; and/or

- (f) withdraw any Credit Limits or credit facilities previously approved and extended to The Purchaser.

4. Delivery

- 4.1 Unless otherwise stated in any Order Acknowledgement issued by Zetron to The Purchaser, Zetron will deliver the Products to The Purchaser in the manner (i) specified in the Order or (ii) if a Quotation has been issued, in the manner specified in the Quotation, regardless of what is stated in the Order submitted by The Purchaser.
- 4.2 Zetron will use its reasonable endeavors to deliver the Products described in the Order on the delivery date requested by The Purchaser.
- 4.3 Risk of damage to or destruction or loss of the Products will pass to The Purchaser at the time of delivery to The Purchaser or its nominated carrier, as appropriate.
- 4.4 Notwithstanding delivery and the passing of risk in the Products, the parties acknowledge and agree that the title to, and property and ownership of, the Products supplied under this Agreement will not pass to The Purchaser until Zetron has received, in cleared funds, payment in full for the Products and any other sums which are or may become due to Zetron under this Agreement or any other agreement or arrangement between the parties.
- 4.5 Until such time as full title, property and ownership of the Products passes to The Purchaser in accordance with clause 4.4, and while the Products remain in The Purchaser's full control and possession:
 - (a) The Purchaser must hold the Products as Zetron's fiduciary agent and bailee;
 - (b) The Purchaser must keep the Products properly stored, protected and insured;
 - (c) Zetron may at any time after payment is overdue require The Purchaser to deliver up the Products to Zetron and, if The Purchaser fails to deliver up the Products immediately, Zetron may enter the premises of The Purchaser or any third party where the Products are stored and repossess them; and
 - (d) The Purchaser must not pledge or in any way charge by way of security for any indebtedness, any of the Products which remain the property of Zetron. If The Purchaser does pledge or in any way charge by way of security for any indebtedness any of the Products for which property and ownership has not passed to The Purchaser, all moneys owing by The Purchaser to Zetron will (without prejudice to any other right or remedy of Zetron) immediately become due and payable to Zetron.

5. PPSA

- 5.1 This clause 5 shall only apply where the Purchaser is an Australian entity.
- 5.2 The Purchaser acknowledges that until such time as full title, property and ownership of the Products passes to The Purchaser under clause 4.4, this Agreement constitutes a Security Agreement for the purposes of the PPSA, and Zetron has a Security Interest in the Products.
- 5.3 The Purchaser agrees to do such things as Zetron may require from time to time to ensure that any Security Interest of Zetron arising from or connected with this Agreement is in

accordance with the PPSA for whatever period Zetron determines in its sole discretion, including signing documents and providing Zetron with all further information required to enable Zetron to register its Security Interests on the PPS Register, and to otherwise protect Zetron's position under the PPSA. The Purchaser must keep Zetron fully informed of all relevant information regarding it and its activities, including by providing not less than 14 days' notice in writing of any proposed change in its name or contact details, and immediately advising Zetron of material changes in its business activities.

- 5.4 The Purchaser agrees to indemnify Zetron for all expenses incurred by Zetron in registering its Security Interests on the PPS Register and will reimburse Zetron for all such expenses immediately upon demand.
- 5.5 To the extent permitted under applicable law, The Purchaser waives its right to receive a notice in relation to any registration events, including without limitation, the right to receive a copy of a verification statement confirming registration of a financing statement or financing change statement relating to the Security Interest created by this Agreement.
- 5.6 Where the Purchaser is an Australian Entity, the Purchaser agrees that nothing in sections 118, 121(4), 125, 130, 142 or 143 of the PPSA will apply to this Agreement or any Security Interest in the Products created by this Agreement, and waives its rights to receive any of the following documents:
 - (a) a notice of removal of an accession under section 95 of the PPSA;
 - (b) a notice of an intention to seize collateral under section 123 of the PPSA;
 - (c) a notice of a disposal of collateral under section 130 of the PPSA;
 - (d) a statement of account under section 132(3)(d) of the PPSA;
 - (e) a statement of account under section 132(4) of the PPSA;
 - (f) a notice of retention of collateral under section 135 of the PPSA; and
 - (g) any notice from Zetron under each of the provisions listed in section 144 of the PPSA.

6. The Purchaser's Obligations

- 6.1 Zetron and The Purchaser agree that The Purchaser:
 - (a) is solely responsible for consideration and validation of Product designs and Product functionality, to confirm suitability for particular applications, as desired by The Purchaser;
 - (b) must advise Zetron of all statutory, regulatory and other official standards and/or requirements which the Product must comply with, at the time of submitting the Order to Zetron and immediately upon becoming aware of these at any other time; and
 - (c) must provide Zetron with any other information which Zetron may request in respect of the intended application/use of the Products.

7. Warranty

- 7.1 Zetron provides a limited one-year hardware and software warranty. Zetron warrants that all Zetron Products and Zetron Accessories will be free from *material defects* for one year



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from date of shipment (unless specifically indicated elsewhere).

- 7.2 The Purchaser must provide written notice to Zetron within the warranty period of any *material* defects of any Product or Accessory.
- 7.3 If the defect is not the result of improper or excessive use, or improper service, maintenance or installation, and if the Zetron Products or Zetron Accessories have not been otherwise damaged or modified after shipment, AS ZETRON'S SOLE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY, Zetron shall either replace or repair the defective parts, replace the Zetron Products or Zetron Accessories or refund the purchase price, at Zetron's option, after return of such items by The Purchaser to Zetron.
- 7.4 Zetron Products or Zetron Accessories which are not defective shall be returned at The Purchaser's expense, and testing and handling expense shall be borne by The Purchaser. Out-of-warranty repairs will be invoiced at the then - current Zetron flat rate repairs rate.
- 7.5 Exclusions
 - (a) The above limited warranty does not apply if the software, hardware, or any other Zetron Product or Accessory (a) has been altered, except by Zetron or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Zetron, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident, (d) is licensed for beta, evaluation, testing or demonstration purposes; (e) custom work; or (f) is a battery or other consumable.
 - (b) The software warranty also does not apply to (a) any temporary Software modules; (b) any Software not posted on Zetron's website (where Zetron makes the Software publicly available to licensed customers); (c) any Software that Zetron expressly provides on an "AS IS" basis on Zetron's website; (d) custom work; or (e) any Software for which Zetron does not receive a license fee.

8. Exclusion and Limitations of Liability

- 8.1 ZETRON SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THE PURCHASER'S PURCHASE OR USE OF PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OR ALTERATION OF DATA, DELAYS, LOST PROFITS OR SAVINGS, EVEN IF ZETRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDY ABOVE IS FOUND TO FAIL OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ZETRON'S LIABILITY (WHETHER FOR NEGLIGENCE OR OTHER TORT, IN CONTRACT OR OTHERWISE) EXCEED THE PRICE PAID TO ZETRON FOR THE PRODUCTS.
- 8.2 The Purchaser acknowledges and agrees that any delivery dates quoted by Zetron for delivery of the Products are approximate only, and will not be binding upon Zetron.
- 8.3 To the extent permitted by law Zetron excludes from this Agreement:
 - (a) all conditions, warranties, guarantees and terms implied

by statute, general law, international convention or custom, except any implied term, condition, guarantee or warranty the exclusion of which would contravene any statute or cause this clause to be void (**Non-excludable Condition**); and

- (b) all liability to The Purchaser in negligence for acts or omissions of Zetron, its employees, agents and contractors arising out of or in connection with this Agreement.
- 8.4 To the extent permitted by law, Zetron will not be responsible for any consequences of any modification to the Products (whether or not authorized) or for any loss, damage or claim arising from such actions. The Purchaser agrees to indemnify, defend and hold harmless Zetron against any and all claims, demands, suits, causes of action, damages and legal fees (on a solicitor-own client basis) or expenses or costs whatsoever arising, directly or indirectly, from any modification of the Products, and unconditionally frees, releases and discharges Zetron and its officers, agents, contractors and employees from any claim or cause of action arising in connection with such matters, to the fullest extent permitted by applicable law.
 - 8.5 To the extent permitted by law, Zetron will not be liable or otherwise responsible for any loss, accident, damage, or injury arising in connection with The Products, or any failure of the Products to operate in the manner required by The Purchaser, whether or not caused by a defect or fault in the Products or due to Zetron's negligence. The Purchaser unconditionally frees, releases and discharges Zetron and its officers, agents, contractors and employees from any claim or cause of action arising in connection with the use of the Products by The Purchaser, to the fullest extent permitted by applicable law.
 - 8.6 Notwithstanding anything to the contrary in this Agreement, and to the extent permitted by law, Zetron's maximum liability to The Purchaser for any cause of action or claim in connection with the Products or this Agreement shall be limited to a total aggregate amount equal to the Order Value of the Order in connection with which the cause of action or claim arose.
 - 8.7 IP networks by their nature are subject to a number of limitations, such as security, reliability, and performance. Anyone using non-dedicated IP networks, such as shared WANs or the Internet, to connect to any Zetron Products or systems should consider and is responsible for these limitations
- ### 9. Claims, Cancellations, and Returns
- 9.1 Title to Products passes to The Purchaser upon delivery by Zetron to a carrier, at which time risk of loss or damage passes to The Purchaser. During transit, Zetron will insure the shipment and The Purchaser shall pay for the insurance. If The Purchaser fails to notify Zetron within 10 days after receipt of Products of any defect, shortage, or other failure to conform to the purchase order, the Products shall be considered accepted by the The Purchaser as delivered.
 - 9.2 **Cancellation Policy.** Zetron can cancel and terminate any Order or this Agreement in its sole discretion, without penalty, if it considers that an Order Form has not been validly completed and/or submitted by The Purchaser. The Purchaser may cancel all or any portion of any order for

standard Zetron Products at any time prior to shipment, subject to a cancellation charge of 10% of the price of the cancelled Zetron Products.

- 9.3 The Purchaser may return standard Zetron Products to Zetron for any reason within 30 days after shipment, provided that the returned Zetron Products are received in their original condition, including all packing materials, for a refund of the price paid less a restocking charge of 20% of the amount invoiced for the returned Zetron Products, unless such restocking charge is waived by Zetron in writing. All returns must be previously authorized by Zetron. No refunds or exchanges are authorized after 30 days from shipment. All returns for repair should be accompanied by a letter stating the nature of the problem, the serial and model numbers, and the The Purchaser(s) name and telephone number. Specifications and prices are subject to change without notice.

10. Intellectual Property

- 10.1 The Purchaser expressly acknowledges and agrees that Zetron is the sole proprietor and owner of all existing and future Intellectual Property Rights associated with the Products (including all modifications and improvements), and that this Agreement does not grant or transfer to it any rights to the Intellectual Property Rights associated with the Products.
- 10.2 The Purchaser must not copy, reverse engineer, improve, enhance, develop, refine, modify, or otherwise alter any aspect of the Products or any Intellectual Property Rights associated with the Products, or permit or assist a third party to undertake any of these actions.
- 10.3 The Purchaser shall defend, indemnify and hold harmless Zetron and its employees, agents, owners, and affiliates from and against all claims, damages, liabilities, losses and costs (including without limitation, reasonable attorneys' fees) arising from or based upon the use, sale or manufacture by Zetron, The Purchaser, or any third party of any portion of the Zetron Products produced, in whole or in part, to The Purchaser's specifications.
- 10.4 Notwithstanding anything to the contrary in this Agreement, The Purchaser acknowledges and agrees that Zetron will own all rights in any improvements, enhancements developments, modifications or refinements to the Products or associated Intellectual Property Rights developed or created by The Purchaser, and The Purchaser will have no claim to such materials. The Purchaser agrees that it will execute, procure, and deliver to Zetron all assignments required to give effect to this clause 10.4, and hereby waives any and all rights to any such improvements, developments, enhancements modifications or refinements.

11. Confidentiality

- 11.1 Each party:
- (a) may use Confidential Information of the other party solely for the purposes of this Agreement;
 - (b) must keep confidential all Confidential Information of the other party; and
 - (c) may disclose Confidential Information of the other party only to (i) employees and contractors who (A) are aware and agree that the Confidential Information of the other party must be kept confidential and (B) either have a need

to know (and only to the extent that each has a need to know), or have been specifically approved by the other party, or (ii) as required by law or stock exchange regulation.

- 11.2 Each party must notify the other party immediately once it becomes aware of any breach of confidentiality and must take all reasonable steps necessary to prevent further unauthorized use or disclosure of the Confidential Information.

12. Taxes and Government Charges

- 12.1 The amounts payable by The Purchaser to Zetron for, or in connection with this Agreement do not include any amounts on account of Taxes and Duties. The Purchaser shall be solely liable for and shall pay, when due and payable, all Taxes and Duties which may be imposed in relation to the Products, or which is assessed or chargeable in respect of this Agreement and any associated documents or transactions.
- 12.2 The Purchaser agrees to indemnify Zetron in respect of any liability for Taxes and Duties, and shall pay any Taxes and Duties notified to it by Zetron immediately upon request. The Purchaser must provide Zetron with all necessary tax invoices, receipts and other documentation as required by Zetron in accordance with applicable laws, legislation and regulations.
- 12.3 In the case of GST payable in Australia, if applicable, The Purchaser must pay to Zetron an additional amount on account of GST equal to the amounts payable by The Purchaser for the Supply multiplied by the prevailing GST rate. Notwithstanding anything to the contrary in this clause, The Purchaser is not required to pay any additional GST amount until such time as The Purchaser has been provided with a tax invoice by Zetron, which is in an approved form for GST purposes.
- 12.4 The additional amounts due to Zetron on account of Taxes and Duties are payable at the same time and in the same manner as the price and any other amounts payable by The Purchaser are required to be paid to Zetron under this Agreement.

13. Government Approvals and Exports

- 13.1 Zetron agrees, at its cost, to use its reasonable endeavors to obtain all necessary export licenses, clearances and other consents and approvals from Government Agencies which are necessary for the sale and supply/export of the Products to The Purchaser. The Purchaser agrees to complete and provide to Zetron any documentation required by Zetron to obtain any required approvals and consents.
- 13.2 The parties agree that Zetron's obligations under this Agreement are conditional upon Zetron being issued all necessary export licenses, clearances and other consents and approvals by the relevant Government Agencies. In the event that Zetron is unable to secure all necessary licenses, clearances, permits, approvals and other necessary consents from appropriate Government Agencies, Zetron shall be entitled to immediately terminate this Agreement by written notice, and Zetron shall not be required to supply the Products to The Purchaser. In no circumstances shall Zetron be liable to The Purchaser or any other person for any loss or damage (including without limitation indirect or consequential loss or loss of profits) arising in connection with Zetron's failure to obtain any necessary documentation

from Government Agencies required for the sale and supply/export of the Products to The Purchaser, or the termination of this Agreement pursuant to this clause 13.2, and The Purchaser unconditionally frees, releases and discharges Zetron and its officers, agents, contractors and employees from any claim or cause of action arising in connection with Zetron's failure to obtain any export license, clearances and other necessary consents and approvals from appropriate Government Agencies.

- 13.3 *Export of Products* - The export of any Products or other items acquired hereunder is subject to compliance with the export control laws of the U.S. and other jurisdictions including all U.S. and/or other government restrictions or licensing requirements applicable to a subsequent re-export or transfer (in country). The Purchaser represents and warrants that it is not subject to any order suspending, revoking or denying its export privileges and that any export of any Products or items acquired from Zetron will be in full compliance with all applicable U.S. and foreign laws, regulations and orders. The Purchaser shall defend, indemnify and hold harmless Zetron, and its employees, agents, owners, and affiliates, from and against any and all losses, costs, penalties, liabilities, obligations, claims, demands or expenses (including without limitation, reasonable attorneys' fees) of any kind arising out of, or occasioned by any export of the Products or other items acquired from Zetron.

14. Anti-Bribery and Corruption Requirements

- 14.1 It is a material term of this Agreement that The Purchaser must comply with the following:
- (a) The Purchaser must comply fully at all times with all applicable laws and regulations, including but not limited to applicable anti-corruption laws of the territory in which The Purchaser conducts business with Zetron.
 - (b) The Purchaser must not, and covenants that it will not, in connection with the performance of this Agreement, directly or indirectly promise, authorize, ratify, offer to make or make, or take any action, in furtherance of any Payment of Anything of Value to any individual, or to an intermediary for payment to any individual, including a Government Official, for the purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist The Purchaser or Zetron in obtaining or retaining business.
 - (c) The Purchaser must not, and covenants that it will not, in connection with the performance of this Agreement, directly or indirectly promise, authorize, ratify or offer to make or make any Facilitating Payment to any individual, or to an intermediary for payment to any individual, including a Government Official.
 - (d) The Purchaser must not contact, or otherwise meet with any Government Official with respect to any transactions required under this Agreement, without the prior written approval of Zetron and, when requested by Zetron, only in the presence of a Zetron designated representative.
 - (e) The Purchaser represents that it has not been convicted of or pleaded guilty to a criminal offence, involving fraud or corruption; that it is not now, to the best of its

knowledge, the subject of any government investigation for such offences, and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs.

- (f) The Purchaser represents and warrants that except as disclosed in writing:
 - (i) it does not have any interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; and
 - (ii) it will maintain arms-length relations with all third parties (including Government Officials) with which it deals for or on behalf of Zetron or in the performance of this Agreement.

- 14.2 The Purchaser agrees that Zetron may make full disclosure of information relating to a possible violation of the terms of this clause 14.2 at any time and for any reason to any competent government bodies and its agencies (including Government Agencies), and to whomsoever Zetron determines in good faith has a legitimate need to know.

- 14.3 Zetron will be entitled to terminate this Agreement (without payment of compensation to The Purchaser) immediately on written notice to The Purchaser, if The Purchaser fails to perform its obligations in accordance with the terms of this clause 14.3. Zetron will not be responsible or liable for any loss or damage whatsoever arising from or in connection with the clause 14.3, whether sustained by The Purchaser or any other party.

15. Modern Slavery

- 15.1 In performing its obligations under this Agreement, the Dealer must, in the jurisdiction in force described in clause 18.6:
- (i) Comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force; and
 - (ii) Not engage in any activity, practice or conduct that would constitute an offence of such activity, practice or conduct where carried out in the jurisdiction.
- 15.2 The Dealer shall notify Codan as soon as it becomes of any actual or suspected slavery or human trafficking incident or issue that has a connection with this Agreement.

16. Termination

- 16.1 Zetron may terminate this Agreement if immediate effect by written notice to The Purchase if:
- (a) The Purchaser is the subject of an Insolvency Event; or
 - (b) At the time of termination, a Force Majeure Event has persisted for greater than 40 Business Days.
- 16.2 The Purchaser may terminate this Agreement with immediate effect by written notice to Zetron if Zetron breaches any material term of this Agreement, which is capable of remedy, and fails to remedy the breach within 20 Business Days after receiving a notice requiring it to do so.
- 16.3 Without limiting Zetron's other rights under this Agreement, Zetron may terminate this Agreement with immediate effect by written notice to The Purchaser if:
- (a) The Purchaser breaches any term of this Agreement, which is capable of remedy, and fails to remedy the breach within 20 Business Days after receiving a notice requiring it to do so;

- (b) The Purchaser breaches any term of this Agreement and such breach is not capable of remedy; or
- (c) The Purchaser repeatedly breaches any term of this Agreement and, within 20 Business Days after receiving a notice requiring it to do so, fails to satisfy Zetron that a breach of that term will not recur.
- 16.4 Termination of this Agreement will not affect any accrued rights or remedies a party may have as at the date of termination, unless explicitly stated otherwise in this Agreement.
- 17. Dispute Resolution**
- 17.1 A party will not commence arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement (**Dispute**) unless it has complied with this clause.
- 17.2 A party claiming that a Dispute has arisen will notify the other party of the Dispute in writing.
- 17.3 Each party to the Dispute will ensure that during the 30 Calendar Day period after a notice is given under clause 16.2 (or a longer period agreed between the parties) the chief executive officers (or equivalents) of the parties will use their best reasonable endeavors to resolve the dispute in good faith.
- 17.4 If after fourteen (14) days the parties are unable to resolve the Dispute under clause 16.3, the parties will attempt to settle the dispute by mediation.
- 17.5 The parties shall attempt to agree on the appointment of a mediator for the purposes of mediation of the Dispute pursuant to clause 16.4, and if the parties cannot agree on the identity of a mediator within seven (7) Calendar Days, the parties will be given a court-appointed mediator within seven (7) Calendar Days thereafter. Mediation will be held within seven (7) Calendar Days of the appointment of the mediator.
- 17.6 Each party will bear its own costs of resolving a Dispute under this clause 16, and will bear equally the costs of any mediator required to be engaged.
- 17.7 If mediation does not proceed within the timetable set out in clauses 16.4 and 16.5, or is not successful in resolving the Dispute, the parties will be entitled to terminate the Dispute resolution process by giving notice in writing to all other parties and commence arbitration or court proceedings in respect of the Dispute. Nothing in this clause 16 prevents a party from seeking urgent interlocutory relief.
- 17.8 Nothing in this clause 16 prevents or limits The Purchaser from exercising its rights and requiring remedies from Zetron in respect of a breach of a Non-Excludable Condition (subject always to clause 8 above).
- 18. Miscellaneous**
- 18.1 *Ordering* – Zetron will accept orders via telephone, e-mail, online form, or fax.
- 18.2 *Shipments* – Shipping is F.O.B. Redmond WA, U.S.A. Shipments are prepaid by Zetron, and The Purchaser is invoiced for and shall pay all shipping charges. For Products shipped in the contiguous United States, shipping is UPS ground unless otherwise specified; UPS shipments require a street address, not a post office box number. Zetron will use commercially reasonable efforts to deliver Products by the estimated delivery date; however, shipment of Products is subject to availability, and ZETRON EXPRESSLY DISCLAIMS LIABILITY FOR ANY FAILURE TO MEET SUCH DELIVERY DATES.
- 18.3 *Interpretation* – In the Standard Terms and Conditions of Supply:
- (a) The singular includes the plural and vice versa;
- (b) the word person includes a firm, a body corporate, an unincorporated association, body or organization established pursuant to international treaty, intergovernmental body, or government authority and other official authority;
- (c) a reference to a document or legislation includes a reference to that document or legislation as varied, amended, novated or replaced from time to time;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking novation) and permitted assigns; and
- (e) headings are inserted for convenience and do not affect the interpretation of these Standard Terms and Conditions of Supply.
- 18.4 ***Survival*** – The provisions of clause 1, 2, 3, 4, 7, 8, 10, 11, 12, 13, 14, 17, and 18 of these Standard Terms and Conditions survive the expiry or termination of this Agreement.
- 18.5 *Force Majeure* – If a Force Majeure Event precludes Zetron from partially or wholly complying with its obligations under this Agreement then:
- (a) Zetron will not be in breach of its obligations hereunder if performance of such obligations is prevented, delayed or made impracticable by any cause beyond the reasonable control of Zetron;
- (b) as soon as reasonably practicable after that Force Majeure Event arises, Zetron must notify The Purchaser of the Force Majeure Event, and Zetron's obligation to perform in accordance with this Agreement will be suspended for the duration of the actual delay arising directly out of the Force Majeure Event or 40 Business Days, whichever is shorter, provided that Zetron does everything reasonably possible to mitigate the effects of the Force Majeure Event.
- (c) If a Force Majeure Event persists for greater than 40 Business Days, Zetron shall be entitled to terminate this Agreement.
- 18.6 *Governing Law* – This Agreement will be governed by and construed in accordance with the laws applicable in Australia for Australian Purchasers, England and Wales for UK and European Purchasers and the United States for US Purchasers. The parties submit to the exclusive jurisdiction of the courts in the relevant jurisdictions as outlined above in respect of matters arising out of or in connection with this Agreement (including Disputes). For the avoidance of doubt, any Purchaser that is not explicitly mentioned above will be subject to the applicable laws and jurisdiction of the courts in Australia.
- 18.7 *No Assignment* – The Purchaser must not assign or otherwise deal with its rights and obligations under this Agreement without the prior written approval of Zetron, to be provided by Zetron in its reasonable discretion.
- 18.8 *Further Action* - Each party must (a) do all acts necessary or



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desirable to give full effect to this Agreement, and (b) refrain from doing anything which might prevent full effect being given to this Agreement.

- 18.9 *Variation* - A variation or modification of this Agreement must be in writing and signed by an authorized representative of each party.
- 18.10 *Severability* - If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question will not be affected.
- 18.11 *No Waiver* - No waiver by a party of any breach of this Agreement by another party shall be considered as a waiver of any subsequent breach of the same or any other provisions.
- 18.12 *Entire Agreement* - This Agreement constitutes the entire agreement between the parties about its subject matter and subject to the remainder of this clause, supersedes all previous representations, understandings and agreements in connection with that subject matter. This Agreement overrides any terms for the sale and supply of Products

tendered to Zetron by The Purchaser, irrespective of whether such terms are tendered before or subsequent to the date of the Order. However, the parties agree that the Existing Arrangements continue in full force and effect, and that nothing in this document supersedes, alters or otherwise affects the Existing Arrangements. In the event of an inconsistency between the obligations of the Parties under this Agreement and any Existing Arrangements, the Existing Arrangements prevail to the extent necessary.

- 18.13 *Relationship* - The relationship between the parties is and will remain that of independent contractors, and nothing in this document constitutes the parties as partners or joint venturers or constitutes any party as the agent of another party or gives rise to any other form of fiduciary relationship between the parties.
- 18.14 *Notices* – Notices by a party must be delivered by (i) prepaid post (ii) facsimile or (iii) sent to the address of the receiving party specified in the Order. Notices shall be deemed to have been received by hand upon delivery, by post within two (2) Business Days of sending and by facsimile upon receipt of a successful transmission report.

ACCEPTANCE OF THE PURCHASER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON THE PURCHASER'S ASSENT THAT THE PARTIES BE BOUND SOLELY BY THESE TERMS AND CONDITIONS AND THE AGREED ALLOCATION OF RISK REFLECTED IN THE EXCLUSIONS AND LIMITATIONS OF LIABILITY. ZETRON SHALL NOT BE BOUND BY, AND SPECIFICALLY OBJECTS TO, ANY TERM, CONDITION OR OTHER PROVISION WHICH IS DIFFERENT FROM OR IN ADDITION TO THE PROVISIONS OF THESE TERMS AND CONDITIONS (WHETHER OR NOT IT WOULD MATERIALLY ALTER THESE TERMS AND CONDITIONS) AND WHICH HAS BEEN PROFFERED BY THE PURCHASER IN ANY PURCHASE ORDER, REQUEST FOR QUOTATION, THE PURCHASER SPECIFICATIONS, CORRESPONDENCE OR OTHERWISE, UNLESS ZETRON SPECIFICALLY AGREES TO SUCH PROVISION IN A WRITTEN INSTRUMENT SIGNED BY AN OFFICER OF ZETRON.