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STANDARD TERMS AND
CONDITIONS FOR CUSTOMERS

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SAGE Group Holdings Ltd and its subsidiary companies, including SAGE Automation, ("SAGE") adopt the general provisions of the Australian Standard contract terms (AS 4902), except as amended below.

1. CONDITIONS OF CONTRACT

The SAGE standard Terms and Conditions of Trade will comprise an amended version of AS4902, as per the special conditions below.

The conditions contained here-in shall apply without exception to the supply of services by SAGE. They shall supersede, without exception, any and all terms and conditions inferred by, or referenced within, any purchase order issued to SAGE unless expressly agreed by SAGE in writing.

2. DESIGN

You are referred to the SAGE Licensing Agreement contained in the Appendix (included by reference into these Terms and Conditions of Trade).

3. PAYMENT TERMS

Progress claims shall be submitted by SAGE at the end of each calendar month for the value of goods and services provided within that month, including but not limited to equipment purchased by SAGE and constructed and manufactured off site.

[Principal] will pay SAGE on a progress claim within 30 days from the date that it is presented.

To the extent that any security of payment legislation applies in any jurisdiction (for example, in South Australia, the Building and Construction Industry Security of Payment Act 2009 (SA) or the Worker's Lien Act 1893 (SA)) to which the contract relates, the Principal shall not do anything to prejudice SAGE's ability to rely on its rights under that legislation.

4. SITE AMENITIES

We have assumed that these will be provided to SAGE at no cost.

5. SITE AND / OR SPECIAL ALLOWANCES

No provision has been included for any non-award based special or additional site allowances.

6. SPECIAL CONDITIONS

1. Clause 1 of the General Conditions of Contract (AS4902-2000)"General Conditions of Contract for Design and Construct" shall be amended as follows:

The definition of qualifying cause of delay at clause 1 of the General Conditions of Contract is deleted and the following clause is inserted:

qualifying cause of delay means:

- an act, default or omission of the Principal (its contractors or agents), or the Superintendent;

- a breach of the Contract by the Principal;
- national industrial conditions;
- inclement weather;
- legislative changes occurring after the date of this Contract;
- any delay caused by a municipal public or statutory authority; and
- force majeure.

The following definition of 'force majeure' will be inserted at clause 1 of the General Conditions of Contract:

force majeure means an event or cause which is:

- an act of God, fire, flood, cyclone, tempest;
- war, including civil commotion and disobedience;
- any other cause not within the reasonable control of SAGE or its subcontractors.

The following definition of 'SOP Act' will be inserted at clause 1 of the General Conditions of Contract:

SOP Act means

- where the Works are located in New South Wales - the *Building and Construction Industry Security of Payment Act 1999* (NSW);
- where the Works are located in Victoria - the *Building and Construction Industry Security of Payment Act 2002* (Vic);
- where the Works are located in Queensland - the *Building and Construction Industry Payment Act 2004* (Qld);
- where the Works are located in Western Australia - the *Construction Contracts Act 2004* (WA);
- where the Works are located in South Australia - the *Building and Construction Industry Security of Payment Act 2009* (SA);
- where the Works are located in Tasmania - the *Building and Construction Industry Security of Payment Act 2009* (Tas);
- where the Works are located in the Australian Capital Territory - the *Building and Construction Industry (Security of Payment) Act 2009* (ACT); and
- where the Works are located in the Northern Territory - the *Construction Contracts (Security of Payment) Act 2004* (NT).

2. Clause 2 of the General Conditions of Contract shall be amended as follows:

- a. Clause 2.2(a)(ii) shall be amended by deleting the words "and that such preliminary design is suitable, appropriate and adequate for the purpose stated in the Principal's project requirements."
- b. A new clause 2.6 shall be inserted as follows:

2.6 *Limitation of Warranties*

Any and all warranties given by SAGE pursuant to this Contract or at law are limited (to the extent permitted by law) by the following:

- (a) *SAGE will not be liable for any indirect, economic loss, consequential loss or special damages nor for any transportation, installation costs or adjustments or other expenses that might arise as a result of the workmanship of SAGE or its contractors or during the repairs or recommissioning of any part of the WUC.*

(b) *SAGE gives no warranty in respect of parts or products not manufactured by SAGE and any such liability shall be limited to by the express warranty of the manufacturer or supplier.*

(c) *Any warranty provided by SAGE does not extend to any damage caused by any act or omission by the Principal, its agent, employees including but not limited to any modification of SAGE workmanship, materials by the Principal any faulty installation by the Principal or another party.*

c. A new clause 2.7 shall be inserted as follows:

2.7 Limitation of Liability

SAGE liability in any event for any claim, action, demand, loss or damage howsoever arising out of or in connection with this Contract shall be limited to and shall not exceed the amount of the Contract Price.

d. A new clause 2.8 shall be inserted as follows:

2.8 Principal's Warranties

The Principal acknowledges and warrants to SAGE as follows:

(a) *the Principal accepts that SAGE is not providing any preliminary design;*

(b) *that the Principal accepts the design and construction and risk in respect of all works which do not form part of the Principal project requirements which includes, but is not limited to, the design and construction of any manufacturing process or plant and equipment which do not form part of the Principal project requirements ("Other Works"); and*

(c) *design and construction of the Other Works will not affect the ability of SAGE to carry out and complete the WUC.*

The Principal agrees to indemnify SAGE from any cost, loss, expense, claim or damage arising from or from the consequence of any Other Works.

3. Clause 13.2 shall be deleted.

4. Clause 20 shall be amended by adding the words "and fairly" after the words "in good faith". The following sentence should also be added to clause 20: *In receiving payment claims, issuing payment schedules or receiving any other notice or communication pursuant to the SOP Act, the Superintendent acts as the agent of the Principal.*

5. Clause 28 shall be amended by deleting the words commencing with "the superintendent may" and ending with "(which shall not be unreasonably withheld)."

6. Clause 29.3 shall be amended by deleting the words "8 days" and including the words "a reasonable time" and by adding the following words at the end of clause 29.3 "Any replacement repair of work shall be FOB job on site".

7. Clause 32 shall be amended by deleting the words "It shall be deemed a Contract document".

8. Clause 35 shall be amended by including the following words:

"Save that the defects liability period in respect of electrical or mechanical plant and equipment shall not exceed and will be limited to the period nominated by the manufacturer or supplier of the plant and equipment".

9. Clause 36 shall be amended by including an additional clause 36.3B after clause 36.3 which will become 36.3A

36.3B Notification of Variations

If the Contractor is of the opinion that a written or oral direction of the Superintendent is a variation to the WUC then the Contractor will within a reasonable period notify the Superintendent in writing of this opinion and will not be required to carry out the variation until a price in respect of the variation has been agreed.

10. Clause 37.1, clause 37.2 and clause 37.3 shall be deleted.
11. Clause 39.9 shall be amended by deleting the reference to 28 days and replacing it with 7 days.
12. Clause 39.10 shall be amended by deleting the words commencing with “If Alternative 2 of subclause 10.2 applies” and ending with “of the design documents”.
13. A new clause 44 shall be inserted as follows:

44. Retention of Title

44.1 Title to WUC

The legal and equitable title in the WUC remains with SAGE and will not pass to the Principal until such time as SAGE has been paid the full Contract Price and all other monies owing by the Principal to SAGE (whether due and payable now or in the future).

44.2 Right to hold WUC

The Principal agrees and acknowledges that until SAGE receives full payment of the Contract Price and all other monies owing by the Principal to SAGE:

- (a) *it holds the WUC as bailee and fiduciary for SAGE;*
- (b) *it must ensure that to the extent possible WUC is kept separately from other goods and is clearly identified as the property of SAGE ;*
- (c) *it must not remove or resell whole or a part of the WUC without prior written consent of SAGE ; and*
- (d) *If the Principal is acting as a contractor for a third party, it must notify the third party that WUC remains the property of SAGE.*

44.3 Proceeds of Sale

- (a) *If, in breach of this clause 44, the Principal sells or purports to otherwise dispose of the whole or part of the WUC prior to SAGE having been paid the full Contract Price, the Principal must hold the sale proceeds or monies received in respect of the disposed WUC (the sale proceeds) on trust for SAGE to the extent of the amounts owing by the Principal to SAGE in respect of the disposed WUC (trust monies).*
- (b) *The Principal must keep the trust monies in a separate account and not mix the trust monies with any other monies.*
- (c) *The Principal must pay the trust monies to SAGE on demand.*
- (d) *If the Principal nevertheless intermingles the sale proceeds with other monies, the Principal agrees and acknowledges that SAGE has the beneficial interest in the intermingled funds to the extent of the monies owing by the Principal to SAGE in respect of the disposed WUC.*

44.4 *Repossession of WUC*

If any monies owing by the Principal to SAGE are overdue or if this agreement is terminated for any reason whilst there are monies owing by the Principal to SAGE, in addition to any rights that SAGE may have under this agreement, the Principal acknowledges and agrees that:

- (a) upon demand by SAGE, the Principal will deliver up possession of WUC to SAGE;*
- (b) SAGE, including its agents or employees, may without notice at any time enter any place where SAGE believes the whole or part of the WUC is located to remove and repossess the whole or part of the WUC without committing a trespass;*
- (c) SAGE will have no obligation to the Principal to make good any damage caused by such removal or repossession;*
- (d) the Principal agrees to indemnify and keep SAGE indemnified against all liabilities, claims or costs suffered or incurred by SAGE in exercising its rights under this clause 44; and*
- (e) the Principal grants an irrevocable licence to SAGE to enter any of the premises controlled by the Principal for the purposes of this clause 44.4.*

44.5 *Right to maintain action for Contract Price*

- (a) Notwithstanding the provisions of this clause 44, SAGE is entitled to maintain an action against the Principal for the full Contract Price and any other loss suffered or incurred by SAGE under this agreement.*
- (b) SAGE is entitled to apply any payment received towards the payment for any part of the WUC supplied to the Principal.*

14. A new clause 45 shall be inserted as follows:

45. *Personal Property Securities Act 2009 (PPSA):*

The Principal grants SAGE a security interest in all of the WUC supplied by SAGE as security for all indebtedness owed whatsoever to SAGE.

The Principal agrees, to the extent permitted by law:

- (a) to promptly give SAGE all assistance and information (including signing any documents) as SAGE requests to ensure that SAGE has a perfected first ranking security interest in all WUC (and the proceeds thereof) supplied by SAGE;*
- (b) that SAGE may register a financing statement on the Personal Property Securities Register against the Principal;*
- (c) that the cost of registering a finance statement (or a financing change statement) will be paid by the Principal;*
- (d) that notices or documents required or permitted to be given to SAGE under the PPSA may be given in accordance with the PPSA;*
- (e) not to change its name without notifying SAGE in writing of the Principal's intention to change its name at least 10 business days prior to doing so;*

- (f) that it waives its rights to receive a copy of any financing statement, financing change statement or verification statement under the PPSA; and
- (g) that the parties contract out of the Principal's rights, and the Principal waives its rights, under sections 95 (Secured party must give notice of removal of accession), 118 (Enforcing Security in accordance with land law decisions), 121 (Enforcement of security interests in liquid assets), 125 (Obligation to dispose of or retain collateral), 130 (Notice of disposal of collateral), 132 (Secured party to give statement of account), 135 (Notice of retention of collateral), 142 (Entitled persons may redeem collateral) and 143 (Entitled persons may reinstate security agreement) of the PPSA.

A word or expression used in this clause which is defined in the PPSA has the same meaning in this clause, unless the context otherwise requires.

15. Annexure A Defaults.

Unless superseded by both parties agreeing to specific modifications contained within Annexure Part A, the following defaults will apply.

- | | |
|---------------------------|---|
| Item 7. | The date or period for Practical Completion will be either as nominated in the attached SAGE Proposal or if no such period is nominated, then such period as SAGE considers reasonable to complete the WUC. |
| Item 8. | The State of South Australia. |
| Items 11 to 15 inclusive. | Not Applicable. |
| Item 23. | Alternative 2 will apply. |
| Items 29 and 30. | Zero. |
| Item 34. | All. |
| Item 35. | 18% |

16. These special conditions prevail over the general conditions to the extent of any ambiguity, discrepancy or conflict.

17. GST

Definitions:

For the purposes of this special condition 16:

GST means GST within the meaning of the GST Act;

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (as amended).

Expressions in this clause bear the same meaning as those expressions in the GST Act.

- (a) Amounts otherwise payable do not include GST

Except where express provision is made to the contrary, and subject to this special condition 16, the consideration payable by any party under this agreement represents the value of any taxable supply for which payment is to be made.

(b) Liability to pay GST

If a party makes a taxable supply in connection with this agreement for a consideration which represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of GST payable in respect of the taxable supply.

(c) Reimbursements

If this agreement requires a party to pay, reimburse or contribute to an amount paid or payable by the other party in respect of an acquisition from a third party for which the first party is entitled to claim an input tax credit, the amount required to be paid, reimbursed or contributed by the other party will be the value of the acquisition by the first party plus, if the first party's recovery from the other party is a taxable supply, any GST payable under this agreement.

(d) Tax Invoice

A party's right to payment under this special condition 16 is subject to a valid tax invoice delivered to the party liable for the taxable supply.

7. LABOUR HIRE SPECIAL CONDITIONS

The Terms and Conditions of Trade associated with the sole provision of:

- Labour Hire: defined as the provision of labour under the supervision of the Customer; or
- Service: defined as an engagement through SAGE Service department

are further subject to the following Special Conditions.

1. The Client agrees to allow SAGE Automation all reasonable access to its site and to relevant safety documentation to enable SAGE Automation to conduct site inspections and otherwise comply with its occupational health and safety obligations.
2. The Client agrees to provide to SAGE personnel:
 - a) A safe environment and a safe system of work;
 - b) Adequate supervision, training and instruction in their specific tasks to ensure their occupational health and safety and to ensure that all of their work is performed safely;
 - c) A working environment that is free from harassment or any type of discrimination; and
 - d) Details of all policies and procedures relating to a) through to c) above upon commencement of their works with the client.
3. The client agrees to pay to SAGE Automation a Permanent Placement Fee if it engages an employee (directly or indirectly) under any contract of service or contract for services, within 12 months of that employee providing services to the Client pursuant to this Agreement. This clause survives the termination of this Agreement. The permanent Placement Fee will be an amount equal to 160 hours at the Standard Rate for an employee of equivalent qualifications current at the time that the employee is engaged by the Client.
4. Maximum Working Periods (Unless stated elsewhere the following standard periods apply)
 - a). 16 hours on any one day (a minimum rest period of 10 hours must be taken)

- b). 70 hours per week.
 - c). 12 working days in a row, followed by a 2 day break.
5. Extended periods away from Home Base metropolitan area
- a) Annual Leave. Annual leave will not normally be taken during assignments.
 - b) Delayed Starts. Costs associated with delayed starts shall be borne by the client. Where commencement is delayed less than one week prior to scheduled departure, every effort will be made to find suitable alternative work for the employee. Where this is not possible, the client shall be responsible for the cost of labour hire.
 - c) Duration. Rates are based on SAGE Automation employees returning to Home Base as nominated in the proposal. All expenses for this trip are to be reimbursed. Alternatively, the employee may elect to have one family member travel to site during this period.
 - d) Local Transport. Where local transport is provided by the client it shall be available for business and private use.
 - e) Office Facilities. The client shall make available all normal office facilities including furniture, photocopying, telephone and facsimile and secure storage for drawings and documents.
 - f) Public Holidays. Public holidays will be worked at the client's discretion. When worked, these days will be charged at the specified rates.
 - g) Working Hours. The expected working hours will be as nominated in the proposal. Work periods outside of this shall be by agreement with the employee concerned.
6. Safety Equipment. SAGE Automation will provide standard Personal Protective Equipment, including clothing, footwear, helmets ear protection safety glasses and gloves. Unless stated elsewhere, any special requirement equipment will be provided by the Client.
7. Tools and Equipment. Unless stated elsewhere, any specialised tools, equipment, or software, will be provided by the Client.
8. Damages. Except where required by mandatory operation of law, SAGE Automation shall not be liable for incidental, consequential or special damages of any kind for any reason.
9. Limitation of Liability. SAGE Automation's liability in any event for any claim, action, demand, loss or damage howsoever arising out of or in connection with this Contract shall be limited to and shall not exceed the amount of the Contract Price.
10. Intellectual Property.
- a) SAGE Automation retains all rights to all background IP developed outside of this contract;
 - b) SAGE Automation grants a license to use all background IP as per the terms of the attached Licensing Agreement;
 - c) Client retains all rights to all project related IP developed under this contract. However, this does not preclude SAGE from the use and application of technical learning's in other contracts.

11. Should the timing vary substantially from that nominated in "Timing" clause, SAGE Automation reserves the right to implement one or more of the following remedies:
 - a) Continue under this agreement for a further nominated period;
 - b) Replace the person with an equivalent person;
 - c) Modify the applicable rates to suit current rates;
 - d) Terminate this agreement.
12. Travel
 - a) Travel and accommodation charges are applicable for all works away from the Home Base metropolitan area.
 - b) Travel time between the Home Base and a Client site located within the Home Base metropolitan area will be charged.
13. If any part of the Contract is or becomes illegal, invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of the Contract shall not be affected and the Contract shall be read as if that part had been severed.
14. This Agreement contains the entire agreement between the parties in respect to the subject matter of this Agreement. This Agreement supersedes any prior agreement or understanding (if any) between the parties and there is no collateral or other form of agreement between the parties in relation to the subject matter of this Agreement.
15. This Contract will expire after a maximum period of 12 months. The entire contract must be re-negotiated after this period.

8. APPENDIX

SAGE LICENSING AGREEMENT (“Licensing Agreement”)

Copyright © 2018 SAGE , All Rights Reserved

Definitions

In this Licensing Agreement:

“software” means the software developed by SAGE pursuant to SAGE ’s contract with you as delivered by SAGE and as installed by SAGE and includes all copyright or other intellectual property rights in the software.

“hardware” means any design of any physical part of the scope of the work the subject of this Agreement.

“Design” means both “software” and “hardware”.

License Agreement

You should carefully read the following terms and conditions before using the software. By accepting our quotation or using the Design you indicate that you accept this License Agreement.

The Design remains the property of Sage. The Design is licenced not sold or transferred to you. Sage retains all copyright and other intellectual property rights in the Design.

Grant of License

This Licensing Agreement grants you the following rights:

- (a) Internal Use: the end-user is granted a non-exclusive licence to use the Design for internal use only within the site it was originally purchased for. The software may be copied or installed on any other PCs within the site subject to the licensing of our suppliers software.
- (b) Modifications: the software may be changed by end-user or another party for the purpose of changes to the way the Design is required to operate or to fix any errors. If modifications are made to the Design, all intellectual property rights associated with the modifications will automatically be assigned to SAGE . SAGE is not liable to fix any problems caused by the modifications and any warranties given by SAGE in respect of software shall be void.

Restrictions

Distribution: the Design must not be assigned sold or distributed to any other party or site within the company without the prior consent of SAGE .

Copyright: All title and copyrights in and to the Design, the accompanying printed materials, and any copies of the Design are owned by SAGE or its suppliers. All title and intellectual property rights in and to the content that may be accessed through use of the software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Licensing Agreement grants you no rights to use such content. You may not remove or modify any copyright notice or the method by which it may be invoked.

Trademarks: This Licensing Agreement does not grant you any rights in connection with any trademarks or service marks of SAGE .

Disclaimer

In no event unless required by applicable law or agreed to in writing will SAGE be liable for any damages, including any general, special, incidental or consequential damages arising out of the use or inability to use the Design (including but not limited to loss of profit, loss of data or data being rendered inaccurate or losses sustained by you or third parties or a failure of the software to operate with any other programs), even if such holder or other party has been advised of the possibility of such damages.

Reservation of Rights

All other rights and restrictions not specifically granted in this license are reserved by SAGE .

Termination of Licence

SAGE may terminate this Licensing Agreement immediately by notice to you if:

- (a) you fail to pay SAGE any amount due to it by you after receiving a written demand requiring payment within 14 days.
- (b) you are presumed insolvent within the meaning of any applicable Australian Law, you are placed into liquidation, administration or bankruptcy (as the case may be) or you have a receiver, receiver and manager or mortgagee in possession appointed over your assets.
- (c) you breach any clause within this Licensing Agreement.

Immediately upon termination of this Licensing Agreement you must cease to use the Design and return to SAGE all documents, media, or items of any description containing, forming part of, associated with or utilising any of the Design.

The obligations created by this Licence Agreement survive the termination of this Licence Agreement.