

TERMS AND CONDITIONS OF SALE – GOODS AND SERVICES

1. DEFINITIONS

In these Terms and Conditions ("Terms"):

Agreement means the contract formed between CPS and the Customer comprising these Terms, any CPS quotation, proposal, scope of work, or written variation.

CPS means CPS Technology & Infrastructure Pty Ltd (ABN 48 148 905 159).

Customer means the entity purchasing Deliverables from CPS.

Deliverables means all goods, materials, equipment, software, works, or services supplied by CPS.

Price means the amount payable by the Customer for the Deliverables as set out in a CPS quotation or otherwise agreed in writing.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

2. APPLICATION OF TERMS

2.1 These Terms apply to all sales, supply of goods, and provision of services by CPS to the Customer.

2.2 These Terms override any terms issued by the Customer, including those attached to purchase orders.

2.3 No amendment or variation is binding unless agreed in writing by CPS.

3. QUOTATIONS AND ORDERS

3.1 CPS quotations are valid for 30 days unless otherwise stated.

3.2 A Customer order constitutes an offer only and is not binding until accepted in writing by CPS.

3.3 CPS may accept or reject any order in whole or in part at its discretion.

4. PRICE AND PAYMENT

4.1 Prices are exclusive of GST and all other taxes unless stated otherwise.

4.2 CPS may adjust the Price where:

- a) the Customer varies the scope;
- b) site conditions differ from those disclosed;
- c) delays occur outside CPS's control;
- d) third-party or supplier costs increase.

4.3 Payment terms are strictly **30 days from invoice date**, unless otherwise agreed.

4.4 CPS may suspend work or withhold Deliverables if payment is overdue.

4.5 Interest may be charged on overdue amounts at **2% per month**, calculated daily.

5. DELIVERY, TITLE AND RISK

5.1 Delivery dates are estimates only and CPS is not liable for delays caused by factors outside its control.

5.2 Risk in goods passes to the Customer upon delivery to the Customer or its nominated carrier.

5.3 Title to goods remains with CPS until full payment is received.

5.4 If payment is not made, CPS may enter the Customer's premises to recover goods without liability.

6. CUSTOMER OBLIGATIONS

The Customer must:

- a) provide CPS with timely access to sites, information, utilities, and approvals;
- b) ensure sites are safe, compliant, and ready for CPS personnel;
- c) obtain all necessary third-party consents unless CPS has expressly agreed to do so;
- d) not interfere with CPS's work, equipment, or personnel;
- e) ensure accuracy of all information provided to CPS.

7. VARIATIONS

7.1 Any variation to the scope must be agreed in writing.

7.2 CPS is entitled to a reasonable adjustment to the Price and delivery schedule for any variation or Customer-caused delay.

8. WARRANTY

8.1 CPS warrants that Deliverables will be supplied with due care and skill.

8.2 For goods manufactured by third parties, CPS passes through the manufacturer's warranty only.

8.3 CPS's warranty does not apply to:

- a) misuse, neglect, or unauthorised modification;
- b) normal wear and tear;
- c) issues caused by third-party systems, equipment, or contractors.

8.4 CPS's liability under this clause is limited to repair, replacement, or re-performance at CPS's election.

9. INTELLECTUAL PROPERTY

9.1 All intellectual property created, developed, or supplied by CPS remains the property of CPS unless expressly transferred in writing.

9.2 CPS grants the Customer a non-exclusive, non-transferable licence to use CPS IP solely for the purpose for which the Deliverables were supplied.

10. CONFIDENTIALITY

10.1 Each party must keep confidential all information disclosed by the other that is marked or reasonably understood to be confidential.

10.2 Confidential information may be disclosed where required by law.

11. LIABILITY AND INDEMNITY

11.1 To the maximum extent permitted by law, CPS excludes all implied warranties and conditions.

11.2 CPS is not liable for:

- a) loss of profit, revenue, data, or business interruption;
- b) indirect, consequential, or special loss;
- c) delays caused by third parties, utilities, or site conditions.

11.3 CPS's total aggregate liability arising out of the Agreement is limited to the Price paid for the Deliverables giving rise to the claim.

11.4 The Customer indemnifies CPS against all claims, losses, and costs arising from:

- a) the Customer's breach of the Agreement;
- b) unsafe or non-compliant site conditions;
- c) reliance on inaccurate or incomplete information provided by the Customer;
- d) damage to CPS equipment or personnel caused by the Customer or its contractors.

12. TERMINATION

12.1 CPS may terminate the Agreement immediately if the Customer:

- a) fails to pay any amount when due;
- b) becomes insolvent;
- c) breaches the Agreement and fails to remedy within 14 days.

12.2 Upon termination, the Customer must pay CPS for all Deliverables supplied and all costs incurred up to the termination date.

13. FORCE MAJEURE

CPS is not liable for delays or failure to perform caused by events beyond its reasonable control, including weather,

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industrial action, supply chain disruption, or government action.

14. GOVERNING LAW

This Agreement is governed by the Laws in force in New South Wales and each party submits to the exclusive jurisdiction of the courts of New South Wales (and the courts hearing appeals from those courts).

15. ENTIRE AGREEMENT

These Terms, together with any CPS quotation or written agreement, constitute the entire agreement between the parties and supersede all prior discussions, representations, or terms issued by the Customer.