



Standard Terms of Trade

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1 DOCUMENT CONTROL

I. Access

This document is provided for public access via the website maintained and supported by Redfish Technologies. If you have been provided this document from any other source other than the website then it is advised that the most recent version should be obtained from the website first. Failure to obtain the latest copy may subject you to conditions you are unaware of.

Please visit www.refishtechnologies.com.au to obtain the latest version.

2 STANDARD TERMS OF TRADE

II. Quotations

Redfish Technologies provides all quotation for work via a secure online system or via electronic delivery. Your quotation will either be provided as a final PDF documents sent to you electronically or via a secure web link to the quotation via our online quotation system. All quotations are required to be accepted before proceeding. Acceptance of a quotation is judged to have occurred by any of these methods:

1. Pressing the **ACCEPT ESTIMATE** button on the online quotation web page
2. Provision of a valid **PURCHASE ORDER** from your organisations provided in written or electronic means.
3. A signed **QUOTATION** or **PROJECT DOCUMENT** from an appropriate person in your organisation

Redfish Technologies reserve the right to reject any order unless it is in this format.

All quotations are valid for a period of 28 days, and may require re submission after that time.

III. Projects

When Redfish Technologies agrees to perform work, it will do so either on a Fixed Price or a Time and Materials basis. It may also agree to perform the work initially on a Time and Materials basis and, when details of the work are defined and agreed, and all unresolved issues have been resolved, to proceed on a Fixed Price basis.

IV. Specification

A specification is always a physical document that has been prepared by either the Client or Redfish Technologies staff. The specification may be a separate document to the Quotation or be part of the Quotation documents itself. It defines in detail what is included in the work as well as what is excluded from the work. It may place agreed boundaries around both the scope of the work and the projects required for delivering the work or just specify the work in its total. A specification is only "agreed" when it has been physically signed by authorised officers from both organisations or the project document or quotation has been accepted per the terms in item III. **Projects**. The specification will always state who is responsible for all "materials" costs (e.g., equipment, software licenses, meals, travel and accommodation). Any change or variation to the agreed specification must also be in writing and agreed by both parties in a similar manner.

V. Fixed Price Work

Redfish Technologies will only agree to undertake work for a Fixed Price when there is an agreed specification. In this case, the specification is binding on both parties and the cost of performing any additional or previously

unspecified work (including all work that is not explicitly included in the specification) will be charged to the Client. A Fixed Price project will almost always involve progress payments being made by the Client. Unless specified in the price specification the following standard will apply.

1. 50% payment up-front prior to the start of any project that contains any equipment (hardware or software) to be supplied or is greater than AU\$5,000, although this is at the discretion of Redfish Technologies and may not be applied.
2. 25% payment up-front prior to the start of any project that contains any services which require setup prior to the project kick off.
3. Long terms contracts (greater than 1 week) will incur progress payments of 2 week intervals until the project is completed.

VI. Changes and Variations to Fixed Price Work

Redfish Technologies follows a standard industry practice for managing changes to project scope. This process is documented and you are encouraged to familiarize yourself with the process before engaging Redfish Technologies in any fixed price contract.

Where a change is introduced because of new or revised requirements or due to assumptions being incorrect, Redfish Technologies reserves the right to submit a variation.

In all cases, irrespective of the nature of the change, an impact assessment will be undertaken. The impact assessment will, at a minimum consider impacts on cost and time or scheduled for any agreed fixed price work. The impact assessment may be written or verbal, but always communicated to the organisation prior to the next step.

Unless otherwise agreed, the cost of undertaking impact assessment taking more than 30 minutes will be passed on to the Client.

Unless otherwise agreed, Redfish Technologies will assume include as part of any assessment, impact on documentation, testing, user training, support and maintenance.

VII. Time and Materials Work

Performing work on a Time and Materials basis allows work to progress when there is a large amount of uncertainty on projects. This is typically the case during the early phases of a project when the system requirements are being defined. Redfish Technologies may agree to undertake work on Time and Materials basis and may provide an estimated amount of effort to complete this work. These estimates are not binding and are to be used for "budgeting purposes" only. All hours actually spent will be charged. If, during the course of Time and Materials work, Redfish Technologies determines that the work will require substantially more effort than estimated, Redfish Technologies will advise the Client who may then choose not to complete the work. In this case, all effort spent on the work will be charged to the Client. The minimum time chargeable for on-site work is two (2) hours.

VIII. Discounts for pre-paid or longer term engagements

Redfish Technologies will apply discounts to its standard terms of trade in return for longer term contractual commitments or for pre-paid blocks of time. Discounts are negotiated on the time of application and will be applied after an exchange of letter regarding terms of pre-payment or longer term engagements.

IX. 'Turnkey' Managed Services

In certain situations, Redfish Technologies may be prepared to offer Clients 'Turnkey' solutions that may include or incorporate any of the following, a package of equipment, software and/or professional services. The Redfish Technologies Managed Services offering is specifically designed to enable clients to avoid unnecessary technology risk exposure via a 'partnership' model whereby each party concentrates on its core business and respective competencies.

Under a managed service model, responsibility for day to day operation of the solution, its underlying technologies and business processes that could otherwise be performed by the client is provided by Redfish Technologies on a fee for service basis. Typically, a Support Level Agreement (SLA) will be defined to ensure that service availability is maintained at a level appropriate to the client's business requirements.

Redfish Technologies charges a fixed monthly fee for the managed service over an agreed contract term. An up-front component may be applicable depending on the set-up costs and agreed structure of the service engagement. Redfish Technologies may require (where the client chooses outright purchase of the solution for Redfish Technologies to manage) support and maintenance plans (refer below) to form part of the managed service offering.

The Redfish Technologies solution and its components may either be transferred to the client at the end of an agreed term or Redfish Technologies may agree to retain ownership and responsibility for perpetual upgrades of the solution including technology refresh to maintain a standard of service appropriate to the clients business.

X. Foreign Exchange Fluctuations

Redfish Technologies reserve the right to adjust or cancel any order, quotes, proposals and fixed terms fees in the event that equipment or services provided are affected by foreign exchange fluctuations greater than +/- 5% of the agreed original price provided in the quotation or project documentation. Redfish Technologies will always attempt to communicate to the client should a foreign exchange fluctuation on the products or services be indicated by the manufacture or distributor.

XI. Expenses

Unless explicitly included as a component of a fixed price quotation, all travel, accommodation and other out-of-pocket expenses incurred by Redfish Technologies in performing the work will added to the Client's account. Travel and sundry costs associated with the provision of the services will be charged to the client at cost plus 10% (excluding GST).

XII. Schedules

Redfish Technologies will meet all agreed scheduled milestones provided that the Client:

1. Assigns knowledgeable staff to work with Redfish Technologies on the project.
2. Client staff will be given sufficient time to respond to Redfish Technologies questions in a timely manner.
3. Client staff will meet with Redfish Technologies team members on an on-going basis to:
 - a. Refine solution requirements
 - b. Review and accept each of the project deliverables
 - c. Review project progress

XIII. Training

Training will be included only where the client has requested it. If the client requires additional training, it will be charged in half day or full day sessions. Documentation, if required, is at additional cost. If documentation has not been specifically estimated or quoted, it will not be supplied. All documentation development and reproduction costs (including additions, deletions and revisions) are to the Client's account.

XIV. Confidential Information

Redfish Technologies' staff treat all information from Clients as being "Commercial-in-Confidence".

Confidential Information of any nature that either party discloses to the other party regarding any aspect of their business shall be defined clearly in writing prior to it being made known to the other party. Once Confidential Information is disclosed it will be treated in strict confidence. Information so obtained shall not be divulged, furnished or made accessible to third parties without the prior written permission of the original party.

XV. Intellectual Property and Transfer of Rights

If required, a separate agreement may be negotiated for the express purpose of protecting the intellectual property of either party. In this case, all costs associated with negotiating these undertakings will be passed on to the party whose interest is being served. In the case of negotiations taking two (2) or more hours, this will include Redfish Technologies' time charged at standard fee rates. Any title or rights of the subject services or product shall not transfer to the other party until all associated fees and payments have been made in full and in accordance with these terms of trade. In the case of incremental, partial or milestone based releases of services and/or product, the other party shall take custody of the service or product for the purpose of review, testing and evaluating and retain them as the fiduciary agent of Redfish Technologies. No part or portion of any agreed rights or title are transferred until agreed works have been completed, paid for in full and a transfer deed has been executed.

XVI. Acceptance

Acceptance of services and/or the solution provided by Redfish Technologies on a Fixed Price basis will be based on the most recent version of the agreed specification. In the absence of a specification or specific acceptance criteria, payment made against a milestone achievement-based invoice will constitute acceptance of the work performed covered by that invoice. The Client may choose to perform acceptance testing against an agreed acceptance test plan incorporating acceptance criteria, at its own cost. It is the Clients responsibility to perform sufficient testing of the solution prior to and during the warranty period so as to identify defects with the solution, the services supplied by Redfish Technologies and all of the deliverables produced by Redfish Technologies. Where service or product is delivered in part or in full and no formal acceptance, testing or feedback is given by Client to Redfish Technologies within 14 working days of delivery, then they are deemed to have been accepted in full. Any service or product used in a live environment prior to any formal Client acceptance testing is deemed to have been accepted.

XVII. System Software Licensing

Unless explicitly included as a component of a Fixed Price quotation, the provision of all system software will be charged to the Client's account. System software includes operating system software, database management system software, system administration software, backup software, anti-virus software, internet browser software, office productivity tools (eg, Microsoft Word, Excel, PowerPoint, Project and Access), etc.

XVIII. Defects

A defect is defined as any situation where the solution or its supporting documentation does not conform to the latest, agreed specification.

XIX. Warranty

Redfish Technologies will provide a thirty (30) day warranty on all Fixed Price work. This warranty period commences upon acceptance, or when the solution is used in a live environment, whichever is the earlier (i.e., if the Client chooses to “go live” with the solution before an acceptance test has been performed or completed, then the solution will be deemed to have been accepted and the warranty period will commence at the “go live” date). The planned start date for the warranty period will be communicated to the Client well in advance of it starting, usually as an activity on the project schedule. An extended warranty period can be provided if the Client wishes.

No warranty applies to work performed on a Time and Materials basis.

Redfish Technologies and its suppliers disclaim all other warranties, either express or implied, including, but not limited to implied warranties or merchantability and fitness for a particular purpose, with regard to the solution, the accompanying written materials and any accompanying hardware.

Warranty means “free defect repairs”. Warranty does not include any support. During the warranty period, if Redfish Technologies is requested to perform any work that is not in the nature of repairing a defect or included as part of the agreed specification, then the time spent performing this work will be charged to the Client’s account.

In the special circumstance where a defect is found that masks significant other (downstream) defects and is found during the warranty period, Redfish Technologies may be prepared to restart the warranty “clock”. Each defect is treated on a case -by-case basis. Where there are multiple solution releases, there will only be a single warranty period for the final solution release. Defects found during any usage of any release of the solution other than the final solution release, will be repaired by Redfish Technologies during the development of the next solution release and delivered in that next solution release.

XX. Support

“Support” means:

1. “First Level Support” (which itself means the provision of HelpDesk services and liaising directly with solution end-users) AND
2. “Second Level Support” (which itself means the provision of a support service to the providers of the “First Level Support”) AND
3. “Third Level Support” (which itself means the provision of a support service to the providers of the “Second Level Support”).

First Level Support is usually provided by the Clients HelpDesk (but may be performed by Redfish Technologies if the Client so wishes). **Second Level Support** is usually performed by the Clients Solution Support Group (but may be performed by Redfish Technologies if the Client so wishes). **Third Level Support** is usually performed by Redfish Technologies (but may be performed by the Client if the Client so wishes).

Support includes responding to all service calls for the following:

1. "How to" questions
2. Notify problem
3. Notify defect
4. Request for password reset
5. Request for access to a full solution
6. Request for access to solution functionality/software menu items
7. Request for change to solution functionality
8. Initial and on-going business staff training
9. Initial and on-going technical staff training.

Any work performed by Redfish Technologies over and above these items (including, but not limited to, assisting with Client-related business or IT issues, assisting the Client with installing and supporting their IT infrastructure, business consulting or work outside the agreed specification) will be performed on a Time and Materials basis. Service or support calls are to be made to Redfish Technologies either via any of the Redfish Technologies telephone number, an e-mail to the Redfish Technologies support email address or by using the Redfish Technologies Support Web-based Management System. Support is not valid without an assigned support number from the Redfish Technologies support system.

Support does NOT include:

1. On-site visits
2. Hardware support
3. System software support

XXI. Maintenance

"Maintenance" means:

1. "Defect Repairs" AND
2. "Solution Enhancements" (which itself means the provision of small amounts of software development services).

First Level Maintenance is usually performed by the Clients Information Systems Support Group (but may be performed by Redfish Technologies if the Client so wishes) **Second Level Maintenance** is usually performed by Redfish Technologies (but may be performed by the Client if the Client so wishes). Where a defect is reported to Redfish Technologies in any solution or service supplied by Redfish Technologies, steps will be taken to rectify the defect as soon as possible. Redfish Technologies will provide defect correction information (e.g. a "patch"), a work-around or other remedial services as may be necessary to restore the solution or service to a standard as described in the latest, agreed specification. Defects can occur and be repaired in the following scenarios:

1. While the solution is under development (including during acceptance testing)
2. During the warranty period
3. After the warranty period has ended

Where a defect is found while the solution is under development, it will be fixed by Redfish Technologies at no additional cost to the Client. Where a defect is found during the warranty period, it will be repaired by Redfish Technologies at no additional cost to the Client if the project was performed on a Fixed Price basis. If the project was on a Time and Materials basis, the cost will be to the Clients account. The repair may be supplied after the warranty period has ended. Where a defect is found after the warranty period has ended, it will be fixed by Redfish Technologies on either a Pre-Paid basis or a Per Call basis. Redfish Technologies will charge its standard time and materials rate to correct any defects resulting from any of the events outlined below:

1. Operation of the solution in a manner which is inconsistent with the intent of the solution as described in the most recent version of the agreed specification.
2. Operation of the solution in ways other than those described in the most recent version of the agreed specification.
3. Use of the solution in an information technology environment other than that specified in the most recent version of the agreed specification.
4. Failure by the Client to use the solution in conformity with the most recent version of the agreed specification and/or in any supporting instructional material that has been delivered by Redfish Technologies.
5. Failure of any information technology equipment or system software.
6. Any other service specifically excluded or where the specification is unclear or open to misinterpretation.

Solution enhancements are considered to be those that each requires less than ten (10) person days of development. Maintenance does NOT include large scale solution enhancements and development.

XXII. Faulty Hardware – RMA Policy

When requesting or returning product to Redfish Technologies for any reason, you must first to contact Redfish Technologies and obtain an RMA (Return Merchandise Authorization) number from the RMA department.

This can be initiated by downloading and completing the RMA request form on our website and sending it to Redfish Technologies via fax or email.

The following information is required in order to complete the RMA request:

- Contact name
- Company name
- Address
- Phone number
- Product part number
- A brief description of the problem that is occurring with the product(s) to be returned.

All requests are expected to be processed within 48 hours.

Standard Replacement

For customers that agree to return defective product to Redfish Technologies first, a Standard Replacement option is available.

An RMA number must first be issued by an RMA representative. This RMA number will need to be referenced on the outside of the return shipment.

Upon receipt of the defective product, Redfish Technologies will, at its discretion, either attempt to repair or replace the product or ship it out in the most expeditious manner possible. Subject to availability, the replacement product will be shipped on the business day following receipt of the defective product.

If the product cannot be repaired or additional stock is not on hand Redfish Technologies will organise for the unit to be repaired by the manufacture or distributor of that product.

In the event the product returned to Redfish Technologies has been discontinued (i.e the product is no longer being manufactured but is still under warranty), Redfish Technologies will, at its discretion, either repair or replace with recertified product.

All RMA's may be subject to a handling costs, repair costs or additional shipping costs.

Please note:

Product shipped to Redfish Technologies must be properly packaged to prevent loss or damage in transit.

Shipping your RMA to Redfish Technologies using regular mailing methods is not acceptable, as they do not protect the product from damage during shipping. Redfish Technologies suggest that a couriered registered parcel service is used.

Redfish Technologies will not repair or replace a module that is shipped in such a way that the product is not properly protected.

Redfish Technologies will not accept any product that has been damaged as a result of accident, abuse, misuse, natural or personal disaster, or any unauthorized disassemble, repair or modification.

Support and Maintenance

Solutions will be supported and maintained by Redfish Technologies either under a Pre-Paid basis or on a Per Service Call basis. Clients operating on a Pre-Paid basis are guaranteed a faster response to problems as well as guaranteed that Redfish Technologies will always have someone who is trained in your solution. Clients operating on a Per Service Call basis will be charged a Time and Materials based-fee based on the amount of time spend on the service call. The minimum service call duration is billed as thirty (30) minutes. Support and Maintenance normally commences on the same date as the warranty period commences.

Redfish Technologies recommends that all Clients purchase Support and Maintenance with their Redfish Technologies products or services. Standard Support and Maintenance is calculated at twenty per cent (20%) of total cost of commissioning per annum of the RRP of the Redfish Technologies products and is payable quarterly in advance. It offers all upgrades and patches to the software for the duration of the maintenance agreement along with phone and email support.

Software Maintenance only is available at 15% of the total RRP of the software and provides all upgrades and patches to the software for the duration of the agreement. Support and Maintenance is only available when a Redfish Technologies trained engineer or qualified (Redfish Technologies Authorized) technician installs the software.

XXIII. Returning Hardware/Software – New Items

Returns Policy

You may return most new, unopened items *within 15 days* of delivery. Return shipping costs are not covered for a return. All items that are returned will incur a 30% restocking fee unless otherwise authorised in writing by Redfish Technologies management. All Returns are not authorised to be returned without prior written approved from Redfish Technologies management.

Returns Process

All returns but be provided back to Redfish in the original carton/box they were shipped in in an undamaged and new condition.

XXIV. Client's Obligations

It is the Clients obligation to:

1. Operate the delivered solution according to the instructions given by Redfish Technologies.
2. Create and maintain an operating environment that can be used to run the solution.
3. Administer the operating environment in a professional manner (including, but not limited to, performing backups, monitoring solution logs, tuning the solution for improved performance, maintaining solution user access security, provision of a disaster recovery environment that allows the solution to operate should the main environment become non-operational).
4. Notifying Redfish Technologies of any suspected defects in a timely manner.
5. Make timely and clear decisions and provide instructions to avoid delays and interruptions that may impact on Redfish Technologies, its ability to fulfil its service obligation to the Client and the costs it incurs to deliver agreed product or service.
6. You must:
 - a. Comply with all laws and guidelines concerning your use of the Services
 - b. Notify us immediately of any change to your details, and
 - c. Contact Redfish Technologies immediately if there is a problem with the Services.

XXV. Account Management Planning

From time to time Redfish Technologies initiated account management support activities including special meetings, networking activities or social engagements. These will be identified in advance as 'non chargeable activities'. The objective of account management activities is to build a mutual understanding on Redfish Technologies and Clients business objectives or address any issues related to the engagement model.

In general, account management time will not exceed 2 hours per month.

XXVI. Delays

The Client is responsible for ensuring that clear and timely decisions are made so as to avoid Redfish Technologies incurring costs associated with interruption and delay. These costs include waiting time, cost and expense of temporarily redeploying Redfish Technologies personnel or contract staff, penalties and fines for late delivery or conducting works outside or normal operating hours.

Where Redfish Technologies has agreed to deliver product or services on a Fixed Price or Managed Service Basis and delays arise as a result of events considered outside of Redfish Technologies direct control and within the control of the Clients (ie. not a force majeure event) then Redfish Technologies will charge the Client, and the Client will not refuse to pay, all reasonable costs associated with the delay. These costs may include the redeployment of resources which are otherwise committed to works that have been delayed.

Redfish Technologies applies fees and charges to calculate cost of Client initiated interruptions or delays after having served a notice that a delay or interruption will or has occurred which are out of Redfish Technologies control.

XXVII. Ownership

All equipment and software remain the sole property of Redfish Technologies until paid for fully. Redfish reserve the right to repatriate these goods through whatever means possible, within the law to or to enforce payment of the goods.

XXVIII. Service of Notices

It shall be sufficient to serve all notices by facsimile, standard, certified or registered post as well as any form of electronic mail to the other party's last known address.

XXIX. Disputes

Any disagreement, dispute or other action relating to the adequacy of the services or solutions provided by Redfish Technologies or either party's compliance with the conditions of this agreement will be:

1. First, discussed in person at the time the matter becomes apparent.
2. Be declared in writing making specific reference to relevant parts of prior jointly signed agreements, undertakings and/or the most recent version of the agreed specification and any acceptance criteria.
3. Then a fourteen (14) day notice period be given to the other party to resolve the matter as described above.
4. If the matter is unable to be resolved then an independent mediator (as agreed by both parties or appointed by an appropriate registered mediation authority) to facilitate resolution of the matter with costs being shared equally by both parties.
5. And failing this to be adjudicated exclusively by a court of competent jurisdiction in Perth, Western Australia, Australia.

XXX. Term and Termination

If the Client does not give Redfish Technologies at least thirty (30) days notice to end the contract, Redfish Technologies will extend the Term on a month by-month basis. Redfish Technologies requires thirty (30) days written notice to end the extended contract. The contract may be terminated by the Client if Redfish Technologies breaches the terms and conditions of the Contract and fails to remedy the breach within thirty (30) days of being asked to do so. The contract may be terminated under amicable terms by giving Redfish Technologies at a minimum of two (2) months written notice prior to the termination date. If two (2) months notice is not given, Redfish Technologies reserves the right to invoice for the agreed block of Hours that would have been billed over the two (2) months. Redfish Technologies can permanently end the contract if the Client breaches any term or condition of the contract involving the payment of money and fails to remedy the breach within thirty (30) days of being asked to do so. Redfish Technologies will permanently end the contract by notice to the Client, (without prior written consent) if Redfish Technologies is legally obliged to do so upon

request from a government agency. If the Service ends as a result of the Clients decision to terminate the contract, or as a result of a breach of these Terms and Conditions:

1. Redfish Technologies's rights, in respect of the Client's unfulfilled obligations, under the contract at that time, continue;
2. All hardware, software and any associated intellectual properties referred to in section 2.9 required to deliver the Services remains the property of Redfish Technologies;
3. The Client must pay to Redfish Technologies:
 - a. All costs and expenses incurred in ending the contract
 - b. All outstanding accounts at that time
 - c. The Exit Fees (unless the client terminates the contract because Redfish Technologies breaches the terms and conditions or the Term expires)

XXXI. Suspension of the Services

Redfish Technologies may temporarily suspend the contract if the Client breaches any term or condition of the contract involving the payment of money and the Client fails to remedy the breach within fourteen (14) days of being asked to do so. Redfish Technologies may immediately suspend the contract by notice to the Client if Redfish Technologies is legally obliged to do so upon request from a government agency.

XXXII. Assignment of Contract

Either party's rights under this agreement may only be assigned, after prior written notice and acceptance by the other party to a subsidiary or related body corporate. Such acceptance is not to be unreasonably withheld. Assigning these rights transfers all rights and obligations as agreed under this contract.

XXXIII. Miscellaneous

Any person signing the contract or any specification on the Client's behalf warrants that they have full power and authority to the Client in respect of the contract or specification. If any part of the contract is found to be invalid or of no force or effect, it shall be construed as though such part had not been inserted and the remainder shall retain its full force and effect. This contract is governed by and construed in accordance with the law of Western Australia, Australia.

XXXIV. Cancellations

If any Time and Materials work is cancelled after approval to precede has been received, Redfish Technologies will charge the Client for all effort and out-of-pocket expenses incurred up to the time at which it was cancelled. If any Fixed Price work is cancelled after approval to proceed has been received, Redfish Technologies will charge the Client a proportion of the quoted Fixed Price based on the effort and out-of-pocket expenses incurred up to the time at which it was cancelled.

Where Redfish Technologies agrees to accept upfront payments for the convenience of the Client, Redfish Technologies will credit the Clients account (ie. no cash return) for the value of works incomplete where works have been halted or cancelled at the request of the Client. In this case, Redfish Technologies reserve the right to charge the Client all reasonable costs associated with the redeployment of resources which are otherwise committed to works that are halted or cancelled by the Client.

XXXV. Credit Terms

Unless otherwise agreed, credit terms are strictly fifteen (15) days. Redfish Technologies reserves the right to discontinue work where credit terms are not met as well as take legal action for any outstanding debt. During the Term, the Client agrees to pay the amounts specified in Schedule A "Fees and Charges".

1. Redfish Technologies will send an invoice in an approved form for GST purposes setting out the Fees due for the Services provided.
2. The Client will pay the Fees regardless of whether it is the Client or the Client's Clients who use the Service.
3. The Client will be solely responsible to pay or reimburse Redfish Technologies for the full amount shown in the invoice.
4. The Client will pay all invoices by the Due Date or, if the Client elects, to pay by direct debit, Redfish Technologies will debit the nominated account for the amount of the invoice by the Due Date.

If the Client does not pay an invoice by the Due Date the Client agrees that:

1. Redfish Technologies may charge a daily interest from the Due Date until the date on which payment is received. Interest will be capitalized monthly and will be payable at the rate which is five percent (5%) per annum above the overdraft reference rate quoted by Redfish Technologies' principal bankers on the first day of the applicable month.
2. The Client will be liable for all reasonable collection costs (including any legal fees) Redfish Technologies may incur to collect the amount outstanding.

If the Client, in good faith, disputes an amount in an invoice, the Client must notify Redfish Technologies in writing within fifteen (15) days setting out reasons for the dispute and the amount in dispute.

XXXVI. Solicitation of Staff

Solicitation of either party's employees or contractors by the other party is prohibited. Both the Client and Redfish Technologies warrants that should they solicit an employee or contractor from the other party, thereby breaching this prohibition, they will pay liquidated damages to the other party of a minimum amount of one hundred and fifty percent (150%) of the annual salary (including all commissions, bonuses and benefits) expected to be paid to the employee in the new position.

XXXVII. General Liability

In no event shall Redfish Technologies or its suppliers be liable for any accidental, consequential, incidental or indirect damages of any kind (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or of the inability to use the solution. In no event shall Redfish Technologies' liability for any claims whether in contract, tort or other theory of liability exceed the purchase price of the products, services or work contracted, unless such limitation of liability is otherwise prohibited by law.

XXXVIII. Limitation on Warranties

This is a services engagement. Redfish Technologies warrants that it will perform services hereunder with due care and skill in a professional manner.

To the extent permitted by law, the express warranties in this agreement shall be in lieu of, and Redfish Technologies excludes all, other representations, conditions and /or warranties, express or implied, including

any warranties in respect of the services which might otherwise be implied by international convention, statute or general law into this agreement.

Nothing in this Agreement will operate so as to exclude, restrict or modify Redfish Technologies' liability for any breach of any warranty, representation, condition or any term implied by the Trade Practices Act 1974 or any relevant state or territory legislation.

Where Redfish Technologies is liable for a breach of any warranty or condition implied by the Trade Practices Act, 1974 (or equivalent warranties and conditions in state or territory legislation) in respect of Services or Deliverables, Redfish Technologies' liability is limited (where permitted by the applicable legislation) to: (i) in the case of services, the cost of having the services supplied again; and (ii) in the case of goods, the lowest of the costs of replacing the goods, acquiring the equivalent goods or having the goods repaired, whichever Redfish Technologies in its absolute discretion elects.

XXXIX. Limitation on Damages

To the full extent permitted by law, in no event shall either party nor their respective employees, officers and directors be liable for any loss of profits, lost management time, savings, contracts, revenue, invest, goodwill, data, or penalties, fines or for consequential, special, indirect, or exemplary damages, costs, expenses, or losses.

To the full extent permitted by law the Client agrees that Redfish Technologies, its employees, officers and directors shall not be liable to the Client for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by the Client to Redfish Technologies in performing the Services. No terms of this Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than the Client and Redfish Technologies.

Redfish Technologies' liability in contract, tort, negligence, strict liability or by statute or otherwise under or in connection with this Agreement will be reduced to the extent, if any, to which the Client contributed to the loss or damage suffered as if apportionment of damages in the case of contributory negligence applied to a claim based on a breach of contractual or other duty. The Client must use best endeavours to mitigate all loss.

The provisions of this Section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and even if such actions, damages, claims, liabilities, costs, expenses or losses has been previously notified by the Client to Redfish Technologies, and even where such actions, damages, claims, liabilities, expenses or losses are caused by the negligence of Redfish Technologies, its servants, agents or contractors.

XL. Force Majeure

Neither party shall be required to perform any term, covenant, or condition of this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean any acts of God, wars, governmental laws, orders, requirements or actions, enemy or hostile governmental actions, strikes, lockouts, labour or employment difficulties, civil commotions, fires, floods, accidents or breakdowns, or any other casualties or conditions which are beyond the reasonable control of either party and not due to the fault or negligence of such party. If, as a result of any of these conditions, either party fails to perform any obligations specified in this Agreement and gives written notice of same to the other party within ten (10) days of their occurrence, then such failure shall not be deemed a breach or default; and the applicable time periods in which to perform



shall be extended, but only to the extent and for the period such condition exists. This provision shall not apply to any obligation to pay moneys.

XLI. Document Information

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