

SALES AGREEMENT

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The purchase of the Goods is subject always to this Contract, which constitutes the full agreement between the contracting parties. Please read these terms and conditions carefully before signing the Contract. Nexxis may, at its sole discretion, decline to supply the Goods to the Customer.

1. Acceptance

- 1.1 This Contract provides for the terms and conditions of each agreement for the sale of Goods. Each Quotation shall not constitute a separate agreement, but shall be read together with, and form part of, this Contract, incorporating all of the provisions hereof.
- 1.2 The Customer is taken to have exclusively accepted, and is immediately bound, jointly and severally, by this Contract, when the Quotation is accepted by the Customer and duly signed by both parties, or if the Customer accepts Delivery.
- 1.3 The Customer shall be liable for any loss incurred by Nexxis as a result of the Customer's failure to comply with this clause.
- 1.4 The Customer shall notify Nexxis immediately if any judgement or order is levied against the Customer, or property of the Customer, or if a petition is presented for the liquidation of the Customer, or an administrator or receiver is appointed or a scheme of arrangement is proposed.

2. Charges and Payment

- 2.1 At Nexxis' sole discretion the Charges shall be either:
- (a) as indicated on any invoice provided by Nexxis to the Customer for the supply of Goods; or
- (b) Nexxis' quoted Charges (subject to clause 2.2) which will be valid for the period stated in the Quotation, or otherwise for a period of thirty (30) days.
- 2.2 Nexxis reserves the right to change the Charges:
- (a) in the event of a variation to the Quotation. Any variation from the specifications of the Goods (including, but not limited to, any variation as a result of additional Goods required, or as a result of increases to Nexxis due to fluctuations in currency exchange rates between the country of sale and the country of source – where Goods has been sourced from outside the country of sale) will be charged for on the basis of the Quotation and will be shown as variations on the invoice; and
- (b) to include the cost of any maintenance requested by the Customer where the warranty under clause 8 does not apply.
- 2.3 At Nexxis' sole discretion, a non-refundable deposit may be required.
- 2.4 Time for payment for the Goods being of the essence, the Charges will be payable by the Customer on the date/s determined by Nexxis, which may be:
- (a) on, or before, Delivery;
- (b) the date specified on any invoice or other form as being the date for payment; or
- (c) failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice furnished to the Customer by Nexxis.
- 2.5 Payment may be made by cash, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to two percent (2%) of the transaction), PayPal, or by any other method as agreed to between the parties.
- 2.6 Unless expressly included, the Charges do not include, and the Customer shall be responsible for the payment of, all costs, taxes, duties, imposts and expenses that arise, or are incurred, by virtue of this Contract, including any stamp duty (or like, or similar duty), any Goods and Services Tax or Value Added Tax (or taxes in the manner or nature thereof), any customs duties and tariffs applicable to the country where the Goods has been sourced from.
- 2.7 Where the Customer has given a credit card or account debit authority, Nexxis is hereby authorised to debit the Charges (and other associated fees and charges payable by the Customer under this Contract) to the Customer's credit card or account, as the applicable amounts become due.
- 2.8 The Customer shall not be entitled to set off against, or deduct from the Charges, any sums owed (or claimed to be owed) to the Customer by Nexxis, nor to withhold payment of any invoice because part of that invoice is in dispute.
- 2.9 Receipt by Nexxis of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then Nexxis'

rights and ownership in relation to the Goods, and this Contract, shall continue.

- 2.10 Unless otherwise agreed to between the parties, any monies received from the Customer shall be applied firstly in reduction of any outstanding penalty fees and interest, and secondly on account of any Charges for the purchase of the Goods.

3. Delivery

- 3.1 Delivery is taken to occur at the time that:
- (a) the Customer (or the Customer's nominated carrier) takes possession of the Goods at Nexxis' nominated address (as specified by Nexxis). The Goods must be collected within seven (7) days of Nexxis notifying the Customer that the Goods are ready for collection. Following any failure of the Customer to collect the Goods within this timeframe, Nexxis will arrange Delivery to the Customer as per sub-clause (b); or
- (b) Nexxis arranges (with its nominated carrier) for the Goods to be delivered to the Customer's nominated address, even if the Customer is not present at the address, and all related costs of Delivery shall be payable by the Customer, in addition to the Charges. If no address for Delivery is forthcoming from the Customer, the Customer will be liable for all storage costs and any consequential loss or damage arising from the delay in effecting Delivery.
- 3.2 Nexxis shall not be responsible for any damage to, or loss of, the Goods whilst the Goods are being delivered to the Customer.
- 3.3 Nexxis may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in this Contract.
- 3.4 Any time or date given by Nexxis to the Customer is an estimate only. The Customer must still accept Delivery, even if late, and Nexxis will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late.

4. Title

- 4.1 Nexxis and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid Nexxis all amounts owing to Nexxis; and
- (b) the Customer has met all of its other obligations to Nexxis.
- 4.2 It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 4.1:
- (a) is only be a bailee of the Goods, and has no right, title, estate or interest in the Goods, and must return the Goods to Nexxis on request;
- (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for Nexxis, and must pay to Nexxis the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed. The production of this Contract by Nexxis is sufficient evidence of Nexxis' rights to receive the insurance proceeds without the need for any person dealing with Nexxis to make further enquiries;
- (c) shall not sell, dispose or otherwise part with the possession of the Goods (other than in the ordinary course of business and for market value). If the Customer does so, then the Customer must hold the proceeds of any such act on trust for Nexxis, and must pay or deliver the proceeds to Nexxis on demand;
- (d) the Customer should not convert or process the Goods, or intermix them with other products, but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Nexxis, and must sell, dispose of, or return the resulting product to Nexxis as it so directs;
- (e) Nexxis may recover possession of any Goods in transit, whether or not Delivery has occurred;
- (f) the Customer shall not purport to grant, or actually grant, any encumbrance over, or in connection with, the Goods, or otherwise purport to offer or use the Goods as security whilst they remain the property of Nexxis. For the purposes of this Contract, encumbrance means any mortgage, lien, charge, bill of sale, option title, retention, pledge, claim, restriction,

- condition, overriding interest, security interest pursuant to the PPSA or other encumbrance; and
- (g) Nexxis may commence proceedings to recover the Charges, notwithstanding that ownership of the Goods has not passed to the Customer.
- 4.3 Subject to clause 4.1, where the Customer fails to return the Goods to Nexxis, pursuant to clause 4.2, the Customer consents to Nexxis (or its servants and agents) to enter (as an invitee of the Customer) upon land into land and premises owned, occupied or used by the Customer (or any other premises where the Goods are located), using such force as is necessary, to take possession of the Goods. The Customer must provide Nexxis with all reasonable assistance in order to locate and collect the Goods. If the Goods are not available for collection at the nominated location, date and/or time, the Customer will be liable for any additional costs Nexxis may incur as a result thereof. Nexxis will not be liable for any damage to property caused by any person collecting the Goods pursuant to this clause.
- 5. Personal Property Securities Act 2009 ("PPSA")**
- 5.1 In this clause "financing statement", "financing change statement", "security agreement", and "security interest" has the meaning given to it by the PPSA.
- 5.2 Upon assenting to this Contract, in writing, the Customer acknowledges and agrees that this Contract constitute a security agreement for the purposes of the PPSA and creates a security interest in:
- (a) all Goods that have previously been supplied (if any), and that will be supplied in the future, by Nexxis to the Customer; and
- (b) all the Customer's present and after acquired property being a charge, including anything in respect of which the Customer has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Customer to Nexxis for services – that have previously been provided (if any), and that will be provided in the future, by Nexxis to the Customer.
- 5.3 The Customer undertakes to:
- (a) indemnify, and upon demand reimburse, Nexxis for all expenses incurred in registering a financing statement, or financing change statement, on the Personal Property Securities Register established by the PPSA, or releasing any registration made thereby;
- (b) not register a financing change statement in respect of a security interest without the prior written consent of Nexxis;
- (c) not register, or permit to be registered, a financing statement, or a financing change statement, in relation to the Goods in favour of a third party without the prior written consent of Nexxis; and
- (d) immediately advise Nexxis of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 5.4 Both parties agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by this Contract.
- 5.5 The Customer waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 5.6 The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 5.7 Unless otherwise agreed to in writing by Nexxis, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 5.8 The Customer must unconditionally ratify any actions taken by Nexxis under clauses 5.3 to 5.5.
- 5.9 Subject to any express provisions to the contrary (including those contained in this clause 7), nothing in this Contract is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 6. Liability**
- 6.1 Under applicable State, Territory and Commonwealth Law (including, without limitation the Competition and Consumer Act 2010 and the Fair Trading Act applicable to the State or Territory), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the Competition and Consumer Act 2010 or the Fair Trading Act applicable to the State or Territory) may be implied into this Contract ("Non-Excluded Guarantees"). Nexxis acknowledges that nothing in this Contract purports to modify or exclude the Non-Excluded Guarantees. Except as expressly set out in this Contract, or in respect of the Non-Excluded Guarantees, Nexxis makes no warranties or other representations under this Contract (including, but not limited to, the merchantability, description, quality, suitability, or fitness of the Goods for any purpose, or as to design, assembly, installation, materials, workmanship, or otherwise). Nexxis' liability to the Customer in respect of these warranties is limited to the maximum extent permitted by law, and the following:
- (a) replacement of the Goods (or the supply of equivalent products), or the payment of the cost of replacing the Goods (or of acquiring equivalent products); or
- (b) repair of the Goods, or payment of the cost of having the Goods repaired.
- 6.2 If Nexxis is required to replace the Goods under this clause, or the Competition and Consumer Act 2010, but is unable to do so, Nexxis may refund any money the Customer has paid for the Goods.
- 6.3 To the extent permitted by law, the warranty (and period thereof) in respect of any Defect will be the warranty (and period thereof) permitted by the manufacturer of the Goods, unless otherwise specified in writing by Nexxis.
- 6.4 Notwithstanding clauses 6.1 to 6.3, but subject to the Competition and Consumer Act 2010, the warranties in clause 6.3 above do not apply:
- (a) where any Defect has been caused by misuse (including the use of the Goods for any purpose other than that for which they were designed), neglect (including improper maintenance or storage of the Goods), accident, abnormal conditions of operation, or use contrary to Nexxis' or the manufacturers' recommendations or operating instructions;
- (b) where the Goods are continued to be used after any Defect has become apparent, or should have become apparent to a reasonably prudent operator or user;
- (c) in respect of disposal parts (e.g. but not exclusively, vacuum, tubes, lamps, fuses, test leads and batteries, or copyrighted or licensed works in respect of the Goods or any part thereof);
- (d) in the event of Default; and/or
- (e) where any Defect is due to fair wear and tear, or any accident or act of God.
- 6.5 Notwithstanding anything contained in this clause, if Nexxis is required by a law to accept the return of the Goods, then Nexxis will only accept such return on the conditions imposed by that law.
- 6.6 Subject to clause 6.1, Nexxis shall be under no liability whatsoever to the Customer in any circumstance for any indirect, economic and/or consequential loss and/or expense (including loss of profit) suffered by the Customer. Alternatively, Nexxis' maximum aggregate liability for all claims relating to this Contract, or its subject matter, whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term, or on any other basis, shall be limited to an amount which under no circumstances shall exceed the Charges payable by the Customer under this Contract and/or the Quotation.
- 6.7 The Customer acknowledges that it has not relied upon any statement or representation by Nexxis in respect of the purpose for which the Customer desires to use the Goods, and that Nexxis is not responsible or liable for any failure or unsuitability of the Goods to perform the purposes required by the Customer.
- 6.8 The Customer shall indemnify, and keep indemnified, Nexxis against all liability in respect of all actions, proceedings, claims, losses, damages, costs, expenses and injuries suffered in connection with the supply of the Goods by Nexxis and/or otherwise arising out of the use of the Goods, and whether or not arising from any negligence, failure or omission of the Customer or any other persons.

7. Default and Consequences of Default

- 7.1 In the event of any Default the Nexxis shall be entitled to (at its sole discretion and option, and without prejudice to any other remedies Nexxis may have under this Contract, or under law):
- (a) treat this Contract as breached and repudiated by the Customer, and with (or without) any notice, accept the repudiation and terminate this Contract; whereupon the Customer shall immediately (at its own cost and expense) return the Goods to Nexxis;
 - (b) at any time prior to payment in full of the Charges for the Goods, or any other Goods supplied by Nexxis for which payment is outstanding:
 - (i) suspend or terminate this Contract;
 - (ii) require the immediate payment of all Charges, in cash, before Delivery (or the performance of any associated services), irrespective of whether or not such are due for payment, or any payment terms previously specified or agreed to between the parties;
 - (iii) takeover, or repossess, the Goods, and dispose of such, without prejudice to any claim Nexxis may have against the Customer for any damages or loss resulting from any sale or disposal thereof; and/or
 - (iv) exercise all rights to the Goods as the owner thereof; and/or
 - (c) charge the Customer interest on any overdue payments, which shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Nexxis' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 7.2 The Customer agrees to indemnify Nexxis, and be responsible for all costs, disbursements, charges and other liabilities incurred by Nexxis as a result of any Default (including, but not limited to, internal administration fees, legal costs on a solicitor and own client basis, Nexxis' contract default fee, and bank dishonour fees), or as a result of Nexxis' enforcement of any term or condition of this Contract, or arising out of or in any way connected with the use of the Goods (subject always to clause 6).
- ## 8. Termination
- 8.1 In the event of the termination of this Contract (including by notification from the Customer, or as a result of Default, but excluding any breach of this Contract by Nexxis):
- (a) the Customer shall be responsible for the immediate payment of all sums owing by the Customer as a result of the Default and termination of this Contract, including consequential damages for the loss of bargain; and
 - (b) any rights the Customer may have under this Contract, including the transfer of ownership of the Goods (as per clause 4), shall become null and void.
- 8.2 In addition to any other termination rights Nexxis may have under this Contract, Nexxis may terminate this Contract, and/or cancel Delivery, upon two (2) days written notice to the Customer before the Goods are delivered. On giving such notice Nexxis shall repay to the Customer any money paid by the Customer for the Goods. Nexxis shall not be liable for any loss or damage whatsoever arising from such termination.
- 8.3 Any termination effected by Nexxis in accordance with this Contract shall not prejudice Nexxis' right to recover any unpaid Charges, and/or any other rights or remedies conferred to Nexxis, and obligations placed upon the Customer, under this Contract. Furthermore, Nexxis shall not be liable to the Customer for any loss or damage the Customer suffers because Nexxis has exercised its rights under this Contract.
- ## 9. Privacy Act 1988
- 9.1 The Customer agrees for Nexxis to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by Nexxis.
- 9.2 The Customer agrees that Nexxis may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Customer; and/or
 - (b) to notify other credit providers of a default by the Customer; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.
- 9.3 The Customer consents to Nexxis being given a consumer credit report to collect overdue payment on commercial credit.
- 9.4 The Customer agrees that personal credit information provided may be used and retained by Nexxis for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Goods; and/or
 - (b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Goods.
- 9.5 Nexxis may give information about the Customer to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Customer including credit history.
- 9.6 The information given to the CRB may include:
- (a) personal information as outlined in 9.1 above;
 - (b) name of the credit provider and that Nexxis is a current credit provider to the Customer;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and Nexxis has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of Nexxis, the Customer has committed a serious credit infringement;
 - (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 9.7 The Customer shall have the right to request (by email) from Nexxis:
- (a) a copy of the information about the Customer retained by Nexxis and the right to request that Nexxis correct any incorrect information; and
 - (b) that Nexxis does not disclose any personal information about the Customer for the purpose of direct marketing.
- 9.8 Nexxis will destroy personal information upon the Customer's request (by email) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
- 9.9 The Customer can make a privacy complaint by contacting Nexxis via email. Nexxis will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.
- ## 10. Change in Control
- 10.1 The Customer shall give Nexxis not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, addresses, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by Nexxis as a result of the Customer's failure to comply with this clause.

- 10.2 The Customer shall notify Nexxis immediately if any judgement or order is levied against the Customer, or property of the Customer, or if a petition is presented for the liquidation of the Customer, or an administrator or receiver is appointed or a scheme of arrangement is proposed.
- 11. General**
- 11.1 This Contract, and related Quotation, constitute the entire agreement between the parties with respect to the Goods, and:
- (a) shall not be amended except with Nexxis' consent in writing. The Customer agrees that Nexxis may amend any term or condition of this Contract at any time. If Nexxis makes such amendment, it will notify the Customer in writing of such, and require the Customer to accept the amendment in writing before such amendment will take effect. The Customer:
- (i) will be taken to have accepted such amendment if the Customer makes subsequent payment of any Charges payable by the Customer under this Contract; or
- (ii) may terminate this Contract, without suffering any liability for doing so hereunder, in the event the Customer notifies Nexxis in writing that it does not accept such amendment.
- (b) shall prevail to the extent of any inconsistency with any other document or agreement between the parties; and
- (c) shall be governed in all respects by the laws of Western Australia, and the jurisdiction thereof shall apply to any dispute arising out of this Contract; and
- (d) references to any laws or regulations in this Contract include references to amended, replacement and successor provisions thereof.
- 11.2 Both parties undertake to do anything, such as obtaining consents and promptly signing any documents and/or providing any information (and such information must be complete, accurate and up-to-date in all respects), which the other party may reasonably require in order to enforce any rights, or satisfy any obligation, under this Contract, including in order for Nexxis to:
- (a) register a financing statement, or financing change statement, in relation to a security interest on the Personal Property Securities Register, and:
- (i) that such security interest is enforceable, perfected and otherwise effective under the PPSA); and
- (ii) that Nexxis is enabled to gain first priority (or any other priority agreed to by Nexxis in writing) for the security interest; and
- (iii) that Nexxis is enabled to exercise rights in connection with the security interest.
- (b) register any other document required to be registered by the PPSA; or
- (c) correct a defect in a statement referred to 11.2(a) or 11.2(b) above.
- 11.3 The failure by Nexxis to enforce any provision of this Contract shall not be treated as a waiver of that provision, nor shall it affect Nexxis' right to subsequently enforce that provision. If any provision of this Contract shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 11.4 The rights and remedies of Nexxis under this Contract are in addition to, and not in substitution for, Nexxis' rights and remedies under law (including the PPSA), and Nexxis may choose (at its sole discretion) whether to exercise rights and remedies under this Contract, and/or under other law, as it sees fit.
- 11.5 All rights pertaining to industrial or intellectual property including but not limited to copyrights, patents and trademarks, are expressly reserved. The Customer shall not make any copies, or authorise any copying, of anything supplied such as software programs and operating manuals, except with the prior written authority of Nexxis, and the owner/licensor, and in accordance with the license terms (as applicable).
- 11.6 The covenants, agreement and obligations contained in this Contract will not merge or terminate upon the termination of this Contract, and to the extent that they have not been fulfilled or satisfied or are continuing obligations, they will remain in full force and effect.
- 11.7 Neither party shall be liable for any breach of this Contract due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, or other event beyond the reasonable control of either party. Additionally, Nexxis shall not be liable for any failure to deliver the Goods, or to perform services under this Contract if the failure arises as a consequence of embargo, inability to secure materials or labour, or any delay or failure to deliver by any freight company or delivery service, or any consequential loss or damage arising in respect of Delivery, late Delivery or non-Delivery.
- 11.8 The Customer warrants that it has the power to enter into this Contract, and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this Contract creates binding and valid legal obligations on it.
- 12. Definitions**
- "Charges"** means the price payable for the Goods, as agreed between Nexxis and the Customer in accordance with clause 24 above.
- "Contract"** means these terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract. If there are any inconsistencies between the incorporated documentation (including, but not limited to, any special terms or conditions), then any conflicting term or condition contained in any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract, shall prevail.
- "Customer"** means the person/s or entity signing this Contract, or any person acting on behalf of, and with the authority of, the Customer (including any employees, servants and agents), as specified in this Contract, and:
- (a) if there is more than one Customer, is a reference to each Customer jointly and severally; or
- (b) any trustee acting on behalf of a Trust shall be liable personally.
- "Default"** means where the Customer:
- (a) defaults in making payment of the Charges, or stops or reverses payment thereof; or
- (b) is in breach, or fails to comply, with any part of this Contract; or
- (c) repudiates any term or condition of this Contract, or any other agreement it has entered into with Nexxis; or
- (d) dies, becomes insolvent or subject to bankruptcy laws, calls a meeting of creditors, or being a company – enters into any scheme of arrangement with creditors or makes an assignment/compromise for the benefit of its creditors, or receivers, managers, liquidators (provisional or otherwise), administrators or any similar party is appointed in respect of the Customer (or any asset of the Customer), has any winding up petition presented against it, or ceases to carry on business.
- "Defect"** means any defect in, damage to, or fault of, the Goods for the purposes of clause 8.
- "Delivery"** means delivery of the Goods to the Customer (and/or installation thereof) in accordance with clause 4.1.
- "Goods"** means all Goods (including any items, articles, accessories, consumables, documents – including operating manuals) supplied by Nexxis to the Customer, at the Customer's request from time to time (where the context so permits the term 'Goods' shall include any incidental supply of services).
- "Nexxis"** means Nexxis Technology Pty Ltd, Nexxis Technology USA Corp, Nexxis Engineering PTE Ltd and its successors and assigns, or any person acting on behalf of, and with the authority of, Nexxis Technology Pty Ltd, Nexxis Technology USA Corp, Nexxis Engineering PTE Ltd
- "Quotation"** means the letter/s or other document/s prepared by Nexxis, and submitted to the Customer, to describe the Goods which are to be supplied and the date/s and address/es for Delivery, the amount or method of calculation of the Charges, any other associated costs and expenses and such other information and provisions as Nexxis requires.

EXECUTION CLAUSE

I have read and understand the terms and conditions herein of Nexxis Technology Pty Ltd, Nexxis Technology USA Corp & Nexxis Engineering Pte Ltd and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause herein. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer, I shall be personally liable for the performance of the Customer's obligations under this contract. I am authorised to sign this contract on behalf of the Customer.

SIGNED (CUSTOMER):	SIGNED (NEXXIS):
Name:	Name:
Position:	Position:
Company:	Company:
Date:	Date: