



# Terms and Conditions of Sale, Supply, and Warranty of Products and Services Entered into with AgriStag Pty Ltd

## Interpreting this Agreement

These Terms and Conditions have been prepared to assist those working with or purchasing through AgriStag Pty Ltd. This ensures that the agreement entered is captured in this document for the reference of all parties. This document is a binding agreement and contract between AgriStag Pty Ltd and its customers.

## Time At Which All Terms and Conditions Are Entered Into

1. Agreement to all specified terms and conditions
  - 1.1 These conditions apply to all AgriStag products, sales, and services.
  - 1.2 All terms and conditions are entered into and agreed to from such time and date as the customer's supply of purchase order or otherwise submitting a commitment to purchasing goods or services reflecting the customer's agreement to these terms and conditions as set out in section 17.
  - 1.3 By submitting a purchase order or written intent to commit to purchase, the customer confirms that they agree to all terms and conditions. Further, the customer acknowledges that it does not rely on any such representations, warranties, or undertakings that are not so specified or confirmed within this contract.

## Supply and Delivery of Goods

2. Title of Goods and Intellectual Property
  - 2.1 Title in the goods will pass to the customer upon full payment of the goods. Risk in the goods will pass to the customer when the goods are accepted at the delivery point.
  - 2.2 Though the title of the goods passes onto the customer, the customer acknowledges that the intellectual property related to the design, engineering, and fabrication techniques of the goods remain solely with AgriStag Pty Ltd. The customer agrees that the goods purchased will not be replicated by the customer or any other associated entities or individuals (see section 22).
  - 2.3 The customer agrees not to attempt to reverse-engineer or modify any part of the goods, as this would constitute a violation of the intellectual property rights held by AgriStag Pty Ltd.
3. Supply, shipment, delivery, and acceptance of goods
  - 3.1 AgriStag Pty Ltd agrees to supply invoiced goods to the customer once the official tax invoice has been received as paid or where a purchase order number has been supplied pending payment on the invoice, provided any prior purchases via purchase order has been paid in full. The customer acknowledges that AgriStag Pty Ltd reserves the right to set the terms as to the timeframe for fabrication and shipment to occur.
  - 3.2 In accordance with clause 3.1, AgriStag Pty Ltd will liaise with customers regarding their desired timeframes and accommodate this where possible. If, after invoicing, the customer or AgriStag Pty Ltd seeks to negotiate amendments to the agreed timelines and/or milestones, this must be negotiated between the customer and AgriStag Pty Ltd, with the customer acknowledging that AgriStag Pty Ltd may not be able to accommodate this request but will endeavour to expedite timelines where possible.



- 3.3 AgriStag Pty Ltd agrees to ship the goods as listed in the invoice to the customer's nominated delivery point for shipment once the goods have been fabricated.
- 3.4 AgriStag Pty Ltd will ensure that all goods are packaged for shipment to mitigate the risk of damage during shipment, transit, and unloading.
- 3.5 Acceptance of the goods by the customer will be understood by both parties to have occurred when the goods have been delivered.
- 3.6 A courier service such as TNT, Toll, or another service provider will facilitate the delivery of goods. The customer agrees to pay the cost of shipment on delivery to the courier company directly. AgriStag Pty Ltd acknowledges that the customer may have an account with a preferred courier service and will confirm with the customer which courier service they want their goods shipped through.
- 3.7 Shipments will be tracked where possible. The customer does not hold AgriStag Pty Ltd accountable or liable for delivery delays incurred by the courier service provider.
- 3.8 The only exception to the above terms regarding the shipment of the goods to the customer is where the customer and AgriStag Pty Ltd agree to a collection point in place of delivery via a courier service. Customers are advised and acknowledge that this will typically not be an option offered to customers and that if entered, it will be from the metropolitan area of Wagga Wagga NSW, Australia, where AgriStag Pty Ltd is based.

#### 4. Unloading of Goods

- 4.1 Where the goods to be delivered can be manually unloaded at the delivery point, the customer and AgriStag Pty Ltd acknowledge and agree that it is the delivering courier service provider's responsibility to unload the goods following applicable laws (including all relevant occupational health and safety codes) and that the delivering courier service provider is responsible for unloading the goods.
- 4.2 The customer does not hold AgriStag Pty Ltd accountable or liable for any damages incurred to the goods due to delivery handling or incurred at a time on or after unloading.
- 4.3 The customer does not hold AgriStag Pty Ltd accountable or liable for any losses incurred due to receiving goods damaged during shipment or at the time of delivery and/or unloading.
- 4.3 In the event goods are found to be damaged during shipment, at delivery, or upon unloading, the customer agrees to take photographic evidence of the damage incurred and to return the goods to AgriStag Pty Ltd so that these may be processed as an insurance claim by AgriStag Pty Ltd.
- 4.4 Upon receipt of any returned damaged goods as described in clause 4.3, AgriStag Pty Ltd will endeavour to fabricate a replacement of the goods whilst an insurance claim on the goods is processed. The customer acknowledges that in this event, AgriStag Pty Ltd may require additional time to fulfil the order of goods, particularly where the order of goods is of a large quantity, monetary value, or is of a complex/ custom design.
- 4.5 In the event of clauses 4.3 and 4.4, AgriStag Pty Ltd agrees to keep the customer apprised of timelines and milestones. The customer acknowledges that these may vary or change.

### Testing of Goods

#### 5. Prototypes

The below clauses relate to custom goods ordered by the customer, and exclude universal goods, for more information related to custom and universal goods, refer to sections 12, 15 and 16.



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5.1 As the goods designed, fabricated, and supplied to the customer have been custom-built to the customer's specifications (section 15) as part of a consultative project, the customer agrees to the purchase of an initial prototype and acknowledges that the prototype may or may not meet their needs dependant on the accuracy of the specifications (section 15) provided to AgriStag Pty Ltd.

5.1.1 The customer, per 5.1, therefore agrees that:

- i. Should the prototype not meet their needs, the customer does not hold AgriStag Pty Ltd accountable or in any way liable for any damages, losses, repairs, returns, or amendments required as a result of the testing and acceptance of the prototype.
- ii. Prototype goods are means of ensuring that the specifications (section 15) they have provided to AgriStag Pty Ptd meet the customer's needs, or to determine whether revisions to the design are required before entering into larger quantity custom orders.
- iii. If further prototypes (i.e., further iterations) are required to confirm new or revised specifications (section 15) the associated costs will be paid by the customer. These costs will be made clear to the customer by AgriStag Pty Ltd as part of their business process (section 13).
- iv. Should the prototype be acceptable with minor modifications, these will be made or commissioned by the customer at their own cost and liability. These costs will be made clear to the customer by AgriStag Pty Ltd as part of their business process should the customer seek to have these minor modifications made by AgriStag Pty Ltd (section 13).
- v. Per 5.1.1 (iv) and the terms set for warranties, the customer acknowledges that any modifications made to the goods supplied by AgriStag Pty Ltd void any such warranty.

5.2 Upon accepting the goods, the customer may test or examine the goods to determine whether they meet their needs in accordance with clauses under section 5.1.

5.3 In the event a prototype is found to be faulty, the customer agrees to return goods for diagnostics and repair as per the warranty terms entered into under this agreement.

## 6. Products

6.1 As further products (i.e., goods that have been accepted as a prototype and, as a result of this acceptance, the customer has entered into duplicate orders) are fabricated and supplied as duplicates of a confirmed prototype, the customer agrees and confirms that these goods meet their specifications (section 11) and rescinds their rights to refund or return of the goods unless:

6.1.1 A product good is found to be faulty, in which case the customer agrees to return goods for diagnostics and repair as per the warranty terms entered into under this agreement.

6.1.2 A product good is found to be damaged as specified in section 4, in which case the customer agrees to take photographic evidence to support AgriStag Pty Ltd in lodging an insurance claim on the goods. In this event, the clauses of section 4 apply.

6.2 Upon accepting delivery of product goods, the customer has a right to test said goods to ensure the goods are of a conforming standard. Should a product good be deemed to be non-conformant, it must meet one of the clauses set in section 6.



## Manufacturer Warranties of Stock Parts

### 7. Non-conformant stock parts

- 7.1 The term 'non-conformant', per this agreement, refers to any faulty stock parts supplied to AgriStag Pty Ltd by a third party that have been used to fabricate the goods supplied to the customer.
- 7.2 AgriStag Pty Ltd will test goods as part of its quality assurance checks to assure their operational efficiency for intended use prior to shipment.
- 7.3 If the product goods are later found to comprise a non-conformant stock part, the customer agrees to gather the required evidence per clause 8.2 to comply with the warranty terms and do so within the specified warranty period.
  - 7.3.1 AgriStag Pty Ltd agrees to source stock parts from known manufacturers and suppliers to reduce the risk of receiving non-conformant parts.
  - 7.3.2 In the event that upon testing of the goods before shipment, AgriStag Pty Ltd identifies a non-conformant stock part, AgriStag Pty Ltd agrees to notify the customer and advise of a timeline for the non-conformant stock part to be replaced and the goods re-tested and shipped.
  - 7.3.3 In the event of clause 7.3.2, the customer does not hold AgriStag Pty Ltd accountable or in any way liable for losses incurred due to delays due to a non-conformant stock part altering originally agreed timelines or milestones.
- 7.4 If a non-conformant stock part is identified within the warranty period agreed to in section 8, AgriStag Pty Ltd will endeavour to replace that stock item as soon as practicable, provided the customer has fulfilled their obligations in section 8. This is to ensure that a claim on manufacturer warranties may be submitted to the stock part manufacturer by AgriStag Pty Ltd and to protect AgriStag Pty Ltd against unreasonable claims, such as those that fall under fair wear and tear.
- 7.5 AgriStag Pty Ltd will take all necessary action to obtain the benefit of any manufacturer's warranties applicable to the stock (i.e., parts) that make up the prototype and/or product goods.

## Warranty, Resale, Installations, Returns, Refunds and Cancellations

### 8. Warranty of goods

- 8.1 All goods accepted by the customer per clauses 2,3,4,5, and 6, are agreed to be of high-quality, fit-for-purpose, and are covered by the terms set below for a period of twelve (12) months from the date of purchase as specified on the customer's tax invoice.
  - 8.1.1 If goods supplied by AgriStag Pty Ltd fail to operate per their intended function within the warranty period, the goods will be returned to AgriStag Pty Ltd for testing and warranty assessment. Should testing be conducted without evidence of exclusions (set in clause 8.1.1 – 8.1.5) AgriStag Pty Ltd will honour either a full replacement, or repair, of the goods less the freight cost to courier the replacement goods back to the customer. Below are the terms that AgriStag Pty Ltd will refer to, to guide whether an item (i.e., goods) will be repaired or replaced.
    - i. A repair will occur where the item (i.e., goods) is in otherwise sound working condition, less replacing a minor stock part (e.g., wires pulled loose from pins due to ineffective crimping).



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- ii. A replacement of the goods will be performed where a repair would not prove adequate (unless one of the conditions per 8.1.2 applies).

8.1.2 Goods are excluded from coverage of the warranty or otherwise void of warranty for replacement or repair where there is evidence of the goods having been:

- i. exposed to the elements (i.e., implement not shedded) or where the goods have otherwise been exposed to water
- ii. exposed to Hazchem (i.e., herbicide, pesticide, fungicide, fertiliser, WD40, or break cleaner)
- iii. exposed to petrols, oils, or lubricants
- iv. damage suspected to be caused by wildlife, stock, domestic animals, or rodents
- vi. incorrectly installed, including but not limited to:
  - a. incorrect strain relief
  - b. over-tensioning of cable management
  - c. missing dielectric grease in plugs
  - d. removal of backshells, heatshrink, cable brade, or weather protection plugs
- vii. any modifications have been made, or the goods have not been used for their intended purpose

8.1.3 Warranty does not cover consumable items such as fuses, blanks, or relays.

8.1.4 Warranty does not cover fair wear and tear such as the fading of brading, backshells, plugs, or heatshrink due to sun exposure.

8.1.5 Warranty of plugs or seals is void if not cleaned with CRC2.26, CO contact cleaner or other electrical materials specifically designed for electrical use.

8.2 As part of entering into a warranty claim with AgriStag Pty Ltd, the customer agrees to supply evidence to support their case, including any evidence that AgriStag Pty Ltd may request.

## 9. Resale of goods

9.1 AgriStag Pty Ltd acknowledges the customer's right to resale the goods purchased and supplied through AgriStag Pty Ltd.

9.2 The customer agrees that as part of re-selling the goods, they will not remove or replace AgriStag Pty Ltd's product (i.e., goods) branding labels or other indicative labelling or markings (e.g., batch numbering or serial numbering). Further, the customer agrees to sell the goods as "AgriStag" products and will not market or sell the products under the customer's own brand or remove any AgriStag logos and/or labels. Where a customer would like AgriStag Pty Ltd's branding removed from goods, this may be facilitated via an agreement entered into between both parties for an additional fee in which AgriStag Pty Ltd still retains full intellectual property rights per section 2.

9.3 The customer may set their own resale (i.e., retail) price. AgriStag Pty Ltd agrees that they will keep information related to the customer's order of goods confidential to maintain the customers' integrity on sale price.

9.4 Where applicable AgriStag Pty Ltd will recommend a retail price for goods supplied. The customer acknowledges and agrees that recommended retail prices do not fall under the previous clause (9.3) regarding confidentiality.



## 10. Installation of goods

- 10.1 The customer certifies that they are appropriately qualified, have appropriately qualified personnel under their employment, or will engage an appropriately qualified professional to instal the goods supplied by AgriStag Pty Ltd. 'Appropriately qualified' under these terms refer to persons who are employed under the Vehicle Repair, Services and Retail Award [MA000089]. The customer agrees that should the goods be installed by a person or entity not covered by this award (i.e., MA000089), any warranty of those goods is void. Likewise, if any modifications or warranty exclusions have been incurred as part of the installation (see section 8), the warranty of the goods is void, nor will AgriStag Pty Ltd be obligated to honour any repairs or returns.
- 10.2 The customer agrees that any persons or entities installing goods supplied by AgriStag Pty Ltd (in addition to the terms set in clause 10.1) will be protected by appropriate liability insurance, and as such, the customer affirms that AgriStag Pty Ltd is not accountable or in any way liable for any injuries, damages, or losses sustained to the installer of said goods.

## 11. Returns and refunds of goods

- 11.1 Per the customer protections in place by law through the Australian Competition and Consumer Commission (ACCC), AgriStag Pty Ltd will honour returns in the form of exchange or repair of goods (or a specific stock part) that are:
- i. defective or faulty (for damages incurred as part of delivery or unloading, see section ).
  - ii. incorrect (e.g., such as a mix-up during packaging).
- Where returns falling under 11.1 (i) or 11.1 (ii) apply, any repairs and fees for return freight will be at the cost of AgriStag Pty Ltd (see clauses 11.4 and 11.5).
- 11.1.1 Per clause 11.1, and under the protections afforded by the ACCC, the customer is entitled to request a full refund of goods where the goods have a major problem (i.e., a major defect or major fault). Where the customer seeks to claim a full refund, the customer agrees to supply photographic evidence to support their case that the goods indeed have a major defect or fault. The customer agrees to supply any evidence that AgriStag Pty Ltd may request.
- 11.2 The customer acknowledges that as the goods are being used, or purchased for later use or installation, in agricultural manufacturing or production environments, the goods are not covered under ACCC protections for full refunds or exchange based on a change of mind due to the goods being made of a highly-specific, customer-tailored, and fit-for-purpose nature in alignment with specifications provided to AgriStag Pty Ltd by the customer.
- 11.3 Following on from clause 11.2, the customer acknowledges that refunds will not be processed for cancellations due to a change of mind, as outlined in section 12.
- 11.4 Per clause 11.1, should the customer need to return goods to AgriStag Pty Ltd, the terms of this return are to be agreed to in writing, and the customer agrees to repackage the goods (as they were received) and return them to AgriStag Pty Ltd's Locked Bag address by courier or postal service.
- 11.5 Where the goods are being returned for repair or exchange due to the clauses under section 11, AgriStag Pty Ltd agrees to cover or reimburse the cost of the return of goods to their Locked Bag address as outlined in clause 11.2.
- 11.6 Due to the bespoke nature of custom orders, refunds for custom goods are not feasible as they incur high production costs and cannot be resold.



## 12. Cancellations

### Custom goods

- 12.1 The customer acknowledges that AgriStag Pty Ltd does not refund orders for custom goods cancelled due to a change of mind. This is due to AgriStag Pty Ltd having already spent significant time, resources, and expertise designing a custom solution tailored to the customer's needs. Further, if the goods have been fabricated or fabrication has commenced, the customer acknowledges that AgriStag Pty Ltd has likewise incurred a loss of its stock as the goods are unique to the customer's needs and therefore are unlikely to be resold. The customer agrees that by accommodating the customer's order, AgriStag Pty Ltd has not been able to take on other possible orders, and as such, if a customer cancels an order, the forfeit of monies already paid is agreed by both parties to be a reasonable amount of compensation to AgriStag Pty Ltd.
- 12.2 For larger orders of custom goods worth more than ten thousand Australian dollars (\$10,000.00 AUD), AgriStag Pty Ltd will refund cancelled orders for changes of mind, provided the cancellation has been made in writing within 5 calendar days of purchase (i.e., payment of invoice where paying upfront) or commitment to purchase (i.e., where a purchase order number was supplied). Refunds of this nature will be made less any costs to AgriStag Pty Ltd.
- 12.3 The customer acknowledges that where a purchase order number was supplied, and a purchase was therefore committed to, that the agreed sum owed will remain payable as per 12.1 and 12.2.

### Universal goods

- 12.3 If the goods are labelled and recognised by AgriStag Pty Ltd as universal goods, the order may be cancelled and returned within 30 days of purchase for any reason, provided the goods remain in their original packaging. Refunds for universal goods under this clause are eligible for a full refund (less 25% of the goods sold price). The customer agrees that should they opt to return universal goods for a full refund, the shipment expense (i.e., freight) will be at the customer's expense.

## Business Process

## 13. Business process, project milestones, and agreed timelines

The below process primarily relates to AgriStag Pty Ltd's custom goods and related services. For the business process specific to universal goods, refer specifically to clause 13.4.

- 13.1 AgriStag Pty Ltd follows a project-based approach to design, fabricate, test, and supply goods to the customer to ensure the specifications pertaining to the design and intended use of the goods can be affirmed with the customer through a carefully sequenced approach, including the following steps as key milestones:
  - i. An initial consult to determine the customer's needs and initial specifications of the intended goods.
  - ii. A sketch of the goods featuring the specifications provided by the customer is supplied to the customer for verification, ideation, and to inform any advice or research the customer may need to engage in to confirm the specifications of the goods.
  - iii. Following confirmation of the specifications, AgriStag Pty Ltd captures these specifications in more detail by developing a block diagram of the goods to confirm the concept design of the goods prior to fabrication.
  - iv. Other iterations of the design of goods are completed as, and if, necessary, through communication with the customer.



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- vi. With a final sketch or block diagram approved by the customer, a price estimate is provided to the customer.
- vii. Upon acceptance of the price estimate, and provided the customer wishes to proceed, a formal tax invoice for payment will be issued to the customer. Payment is required before stock parts and supplies are purchased and in turn, before fabrication commences.
- viii. Fabrication, shipment, and acceptance of a single prototype commences first, before larger quantity orders/invoices are entered into to ensure the customers specifications do indeed produce a product (i.e., goods) that meets their needs (see section 5 on prototypes).
- vix. Shipment of goods via an agreed to courier service provider, such as TNT.
- x. The goods are accepted and confirmed by the customer as is, or accepted pending adjustments to further orders of said goods, and further orders of goods placed.
- xi. A formal tax invoice is provided to the customer for further, larger, or repeat orders of the above prototyped and accepted goods. These may be invoiced in batches of no more than five (5) goods per order so as to assist with providing customers with realistic timelines and milestones for completion of the order, as the order will have the fabrication and manufacture of goods realistically staggered. Once the invoice is confirmed as paid, or a purchase order number has been provided as a commitment to purchase, fabrication for the goods can commence.
- xii. Shipment of goods via an agreed courier service provider, such as TNT. At which time the warranty period commences.

13.2 AgriStag Pty Ltd agrees to keep the customer apprised of progress. The customer acknowledges that timelines may fluctuate or change to coincide with the project's needs and demands.

13.3 AgriStag Pty Ltd agrees to provide the customer with a time for completion and shipment of the order of goods per batch/ invoice.

13.4 Alongside AgriStag Pty Ltd's above process runs a separate process specific to universal goods. This process entails:

- i. Any universal goods available for customers to purchase through AgriStag Pty Ltd will be advertised via AgriStag Pty Ltd's website and social media platforms (i.e., Facebook and LinkedIn).
- ii. Customers may contact AgriStag Pty Ltd via the platforms mentioned in 13.4.i to purchase universal goods. At that point, AgriStag Pty Ltd will respond to the customer's enquiry via email or phone to confirm the customer's order.
- iii. Following the customer's confirmation (clause 13.4ii), a purchase order or full payment of the tax invoice will be required prior to fabrication and shipment. The customer acknowledges that AgriStag Pty Ltd may not have universal goods pre-fabricated and ready for immediate shipment. AgriStag Pty Ltd agrees to ensure customers are advised of fabrication timeframes as relevant.

## 14. Shipment Timelines and Flexibility

14.1 AgriStag Pty Ltd will make every reasonable effort to ship the goods by the agreed shipment date or applicable milestone date (or any revised time/date for shipment or milestone as agreed by both parties). However, the customer acknowledges that the fabrication of goods requires a degree of flexibility, and timelines may be subject to change due to factors beyond AgriStag Pty Ltd's control, including but not limited to supply chain disruptions, custom design modifications, or unforeseen technical challenges.

14.2 AgriStag Pty Ltd will communicate any anticipated delays as soon as reasonably practicable and will work with the customer to accommodate any necessary adjustments to the timeline.





- 14.3 While AgriStag Pty Ltd aims to meet agreed shipment or milestone dates, the customer agrees that any revised timeline communicated by AgriStag Pty Ltd in writing shall be deemed accepted unless the customer notifies AgriStag Pty Ltd of any concerns within 5 business days of the revised timeline being provided.
- 14.4 In the event of a delay caused by AgriStag Pty Ltd, AgriStag Pty Ltd will work diligently to resolve the delay and continue the fabrication of goods as soon as practicable. Both parties agree that timelines may need to remain flexible, and no penalty or damages will apply in the case of delayed shipment.
- 14.5 The customer acknowledges that shipment timelines are estimates and that any delay in shipment or fabrication shall not constitute a breach of contract or give rise to any claim for liquidated damages, penalties, or compensation unless otherwise specifically agreed in writing by both parties.

## Specifications

### 15. Customer Specifications for Custom Goods

- 15.1 Where a customer has approached AgriStag Pty Ltd for the design and fabrication of custom goods, AgriStag Pty Ltd will act to ensure that the goods comply with the specifications provided to them by the customer. The customer agrees that AgriStag Pty Ltd is not accountable or liable for the financial cost of amending goods due to incorrect, incomplete, or unforeseen specifications (see clause 15.3).
- 15.2 The customer agrees that it is liable and responsible for ensuring the specifications are accurate and complete. It does not hold AgriStag Pty Ltd accountable for the goods not meeting the customer's needs upon delivery and testing of the goods due to an oversight or inaccurate communication of their required specifications. The customer agrees it is responsible for reviewing the information supplied to it in clauses under 15.4.
- 15.3 In the event the customer needs to amend, correct, or add to their original specifications, the costs incurred for doing so are agreed to be at the customer's cost. The customer must ensure these specification amendments, corrections, or additions are made in writing to ensure said specification changes can be applied to future orders of goods or used to guide retrofitting or refabricating the original goods via the return of the goods to be paid by the customer.
- 15.4 AgriStag Pty Ltd will do its best to confirm the accuracy of specifications provided to it by the customer using:
  - 15.4.1 Confirmatory emails and phone correspondence.
  - 15.4.2 A sketch of the goods to visually represent said specifications.
  - 15.4.2 A block diagram of the goods to represent the specifications with technical detail.
  - 15.4.3 Detailed descriptions of the goods within the price estimates and tax invoices issued to the customer.
- 15.5 At any stage before the customer confirms an order by means of payment, or purchase order, of an invoiced order, revisions or amendments to the specifications may be made in writing at no additional cost to the customer. In this event, new timelines for completion and shipment must be negotiated and agreed to with AgriStag Pty Ltd.
- 15.6 Once an order has been confirmed and the tax invoice paid for, any further changes, amendments, or modifications to the goods will be made at the customer's request and cost. The customer agrees to make these changes known to AgriStag Pty Ltd as soon as possible to minimise disruption to both parties.



## 16. Specifications for Universal Goods

- 16.1 Goods advertised and sold via AgriStag Pty Ltd's online store location (i.e., official website) or via its social media platforms (i.e., Website, Facebook or LinkedIn) are not deemed to be custom goods, rather, they are designed and fabricated to be a universal fit per their advertised use and specifications.
- 16.2 AgriStag Pty Ltd agrees to label their goods to distinguish universal goods from custom goods to support the customer in their interpretation and understanding of these terms and conditions.
- 16.3 By purchasing (i.e., payment of the goods by way of tax invoice or via the online store) and accepting delivery of universal goods the customer acknowledges and affirms that it has familiarised itself with the specifications of the goods.
- 16.4 Returns and refunds of universal goods are handled separately from custom goods. The customer acknowledges and agrees to familiarise themselves with these differences (sections 11 and 12).
- 16.5 AgriStag Pty Ltd will make sketches and diagrams available to the customer to inform their decision as to whether the universal good is right for them and their intended use. The customer acknowledges that intended use and other descriptions of the goods typically appear on the tax invoice for said goods.

## Pricing and Payment of Goods

### 17. Pricing and payments

- 17.1 AgriStag Pty Ltd reserves the right not to divulge its pricing strategy, nor will it be obliged to provide the customer with an itemised price estimate, quote, or invoice detailing the fabrication process and stock parts of the goods. However, AgriStag Pty Ltd will provide customers with quotes and invoices that specify the price of goods ordered along with brief product descriptions.
- 17.2 The customer acknowledges and agrees to the above clause (17.1), that the prices provided to them cover the costs involved with the design, fabrication, and supply of goods that the customer is seeking development of and that the price provided is a fair reflection of the money, time, and expertise put into the manufacturing of said goods.
- 17.3 The customer acknowledges that price estimates and quotes are only guaranteed or otherwise valid for the period specified upon them. The customer acknowledges that price estimates are indicative only, do not constitute a quote, and that costs may adjust in the official quote.
- 17.4 If the customer wishes to proceed with and pay for the order of goods, the applicable tax invoice for those goods must be paid, or the purchase order number must be supplied as a commitment to purchase before the fabrication of the goods or the ordering of their stock parts can commence. The customer agrees and acknowledges that this is part of AgriStag Pty Ltd's business process (section 13) to ensure financial losses are not incurred due to a failure to pay or a cancellation.
- 17.5 The customer agrees that invoices for purchase orders will be supplied at the time of shipment and are payable on the invoice (i.e., on the date the invoice was received). Any further orders will be placed on hold until outstanding invoices have been paid in full.
- 17.6 AgriStag Pty Ltd reserves the right to refuse business with customers due to repeated delays in payment.

### 18. Goods and Services Tax (GST)

- 18.1 Terms used in this section (14) have the same meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (GST Act).



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- 18.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this agreement are provided to the customer in two sum totals. One inclusive of GST and a second total sum excluding GST. AgriStag Pty Ltd will provide customers with these totals to inform any resale prices that the customer may set as an on-selling organisation.
- 18.3 The customer agrees that the amount payable to AgriStag Pty Ltd by way of an official tax invoice is inclusive of GST, with the exclusive of GST price provides for the customer's reference only.
- 18.4 If an adjustment arises in relation to a taxable supply made under this agreement, AgriStag Pty Ltd must recalculate the amount payable on account of GST to take account of the adjustment event. AgriStag Pty Ltd must issue an adjustment note to the customer within 28 days of becoming aware of the adjustment event. A corresponding payment to reflect the adjustment must be made by the customer to AgriStag Pty Ltd, or by the AgriStag Pty Ltd to the customer, as the case may be.

## 19. Invoicing

- 19.1 AgriStag Pty Ltd will provide the customer with a tax invoice for the purchase price of the goods as soon as reasonably practicable after the customer has confirmed acceptance of the price in writing, following their review of a non-binding price estimate or quote. Price estimates are intended for reference purposes only and does not constitute a final offer. A tax invoice becomes binding under this agreement upon the customer's payment, or provision of a purchase order number as a commitment to pay, signifying acceptance of the terms outlined in the invoice and these terms and conditions.
- 19.2 Tax invoices issued by AgriStag Pty Ltd for payment by the customer must contain all relevant GST information per the GST Act, and section 18 of this agreement.
- 19.3 AgriStag Pty Ltd will commit to referencing purchase order numbers and AgriStag quote numbers where applicable on invoices to aid in account keeping.

## General Laws and Governance

### 20. Dispute Resolution and Communication

- 20.1 To maintain a good working relationship, both AgriStag Pty Ltd and the customer agree to appoint a person to handle any questions, approvals, complaints, or disputes related to this agreement. This ensures clear communication and fairness for both parties in case any issues arise.
- 20.2 Either party can change their appointed representative by giving written notice to the other party. The change will take effect once the notice is received.

### 21. Legal Compliance

- 21.1 AgriStag Pty Ltd will follow all applicable laws and regulations related to the supply of goods under this agreement.

### 22. Records and Intellectual Property

- 22.1 AgriStag Pty Ltd will keep detailed and accurate records of all goods supplied under this agreement, including any documents that support invoices, for seven years after the goods are delivered.
- 22.2 AgriStag Pty Ltd owns all intellectual property rights related to the goods supplied, including designs, diagrams, and manufacturing methods. The customer may use or resell the goods but agrees not to copy, replicate, or reverse-engineer the goods or any part of them.



## Data and Information

### 23. Data, Confidentiality, Privacy, and Data Protection

- 23.1 AgriStag Pty Ltd agrees to keep all confidential information secure and will ensure that its employees and advisors:
  - 23.1.1 Only use and reproduce confidential information as necessary to fulfill their duties under this agreement.
  - 23.1.2 Will not disclose or share confidential information except with employees or advisors who need the information to perform AgriStag Pty Ltd's obligations under this agreement.
- 23.2 The customer acknowledges that AgriStag Pty Ltd stores electronic records using services like Google Drive and QuickBooks as part of its online record-keeping and financial management.

### 24. Exceptions to Confidentiality

Despite the confidentiality obligations in Section 23, AgriStag Pty Ltd may disclose confidential information:

- 24.1 To its legal advisors, auditors, or other consultants who need the information to advise AgriStag Pty Ltd related to this agreement.
- 24.2 If required by law, a court order, or any government authority.

### 25. Prevention of use or disclosure of confidential information

- 25.1 AgriStag Pty Ltd will immediately notify the customer in writing if any unauthorised use or disclosure of confidential information occurs or is suspected. The notification will include:
  - 25.1.1 The type of confidential information involved.
  - 25.1.2 Details about who may have received or accessed the information.

## Liability and Insurances

### 26. Limitation of Liability

- 26.1 AgriStag Pty Ltd's total liability under or in connection with this agreement, whether in contract, tort (including negligence), or otherwise, is limited to the amount paid by the customer for the goods. AgriStag Pty Ltd will not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, loss of revenue, or loss of data, even if advised of the possibility of such damages.
- 26.2 AgriStag Pty Ltd shall not be liable for any loss or damage caused by factors beyond its reasonable control, including but not limited to misuse, improper installation by the customer or third parties, or failure to follow instructions.

### 27. Disclaimer of Warranties

- 27.1 AgriStag Pty Ltd provides the goods 'as is' and makes no express or implied warranties, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.



The customer acknowledges that they have had the opportunity to inspect the goods and confirm their suitability for the intended purpose. AgriStag Pty Ltd provides no warranty for the fitness of the goods for any particular purpose beyond what is specified in the product documentation.

## 28. Indemnity Clause

- 28.1 The customer agrees to indemnify, defend, and hold harmless AgriStag Pty Ltd, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable legal fees) arising out of or in any way connected with the customer's use of the goods, including any third-party claims.
- 28.2 The customer agrees to indemnify AgriStag Pty Ltd from any claims or damages arising from third-party actions, including incorrect installation, improper use of the goods, or modifications made without the express written consent of AgriStag Pty Ltd.

## 29. Assumption of Risk

- 29.1 The customer acknowledges that they assume full responsibility for the use of the goods supplied by AgriStag Pty Ltd and any consequences that result from such use. The customer agrees that AgriStag Pty Ltd shall not be liable for any damage or loss resulting from the misuse or misapplication of the goods.
- 29.2 The customer assumes all risks associated with the use of custom goods following delivery and confirms that the goods meet the agreed-upon specifications. Any modifications, incorrect installations, or mishandling of the goods void any implied warranty or obligation from AgriStag Pty Ltd.

## 30. Exclusions of Consequential Damages

- 30.1 AgriStag Pty Ltd shall not be liable for any indirect, special, incidental, or consequential damages, including but not limited to loss of profits, loss of revenue, loss of use, or loss of data, arising out of or related to the goods or services provided under this agreement, even if AgriStag Pty Ltd has been advised of the possibility of such damages.

## 31. Force Majeure

- 31.1 AgriStag Pty Ltd shall not be liable for any failure to perform its obligations under this agreement where such failure is due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, strikes, pandemics, or government regulations.
- 31.2 AgriStag Pty Ltd is not responsible for delays caused by supply chain disruptions, including shortages of parts or materials, which are beyond its control.