



TERMS OF TRADE

1. Definitions

In this agreement "Terms" means these terms of trade (including any estimate of costs for the services/goods published by ST) and the prevailing prices determined by ST from time to time.

"ST" means Silver Trak Pty Ltd trading as Silver Trak Digital

"You" means the person, company or other entity ordering services/goods from ST.

2. Acceptance

You accept these Terms by requesting ST to provide services/goods. All such requests are accepted by ST subject to these Terms and to the exclusion of all other terms, conditions, warranties and all representations;

No terms and/or conditions put forward by any person and/or company dealing with ST shall be binding upon ST unless they are accepted in writing by an authorised representative of ST. ST's failure to object to any and all provisions contained in your order shall not imply any acceptance of such provision or variation of these Terms.

3. Prices

Prices are subject to revision at any time. Revised prices shall apply to all services performed by ST after the date of revision. You will be notified if any revision affects the services/goods you have asked ST to provide.

4. Tax

Prices stated in quotations and price lists are exclusive of any taxes upon any goods or services. All such taxes shall be paid by you. In particular, if Goods and Services Tax ("GST") is payable in respect of any payments made by the you for any supply made by ST under this agreement, the final amount payable shall be increased by the amount of the GST.

5. Performance

ST will make every effort to meet promised completion dates. But ST shall not be responsible for any late performance whether attributable in whole or in part to any industrial dispute, accident, fire, flood, storm or tempest, earthquake, breakdown, absence of or delay in transportation, embargo, act of God, or Government requirement whatsoever outside the reasonable control of ST. In any such circumstances, you remain bound to accept and pay for the goods or services once delivered.

6. Limitations of Liability

All conditions, warranties and terms implied by statute, general law, convention or custom are excluded. Where legislation implies in these Terms any condition or warranty ("Prescribed Conditions") and that legislation avoids or prohibits a contract excluding or modifying the application of the Prescribed Conditions, then the prescribed conditions will be deemed to be included in these terms but the liability of ST for a breach of any of the Prescribed Conditions is limited, at the option of ST to either supplying the services again or paying the costs of resupply of comparable services or in respect of goods, replacing the goods or paying the cost of doing so.

ST will exercise reasonable care to protect the materials supplied by you for reproduction by ST but in no circumstances will ST be liable to you for any loss, damage or destruction of any such materials whether at the premises of ST or in transit.

Except as provided in this clause, in no event will ST, its agents, employees or contractors be liable for any direct, indirect, incidental, special, exemplary, or consequential damages suffered by you.

7. Your Warranty and Indemnity

You warrant, undertake and represent to ST that:

- (a) any materials you require (or in the past have required) ST to reproduce or otherwise deal with in the course of providing ST's services are or will be free of any defect and free of any encumbrance or adverse claim and do not contravene any law or regulation and do not infringe the patent, trademark or copyright of any third party;
- (b) that you have and had all the necessary rights, consents and licences to authorise ST to perform its services under this agreement; and
- (c) you indemnify ST and its directors, shareholders, employees, contractors and agents (and shall keep them indemnified) against any and all claims losses or damages or other liability arising from any breach of your warranties or any other term of this agreement. ST may suspend or withdraw from the provision of its services if it considers in its sole discretion that there has been or is likely to be a breach of your warranties, without prejudice to any rights it may have against you.

8. Retention of Title and Funds

ST retains title to any goods it supplies to you. You shall be a bailee of ST for the goods until ST has received full payment for the goods and its services. If payment is overdue or dishonoured ST shall be entitled to repossess the goods. ST may enter into any premises, without notice, for that purpose. ST is not obliged to exercise its rights under this clause and ST may at its own election take other action to recover any money owing to it for goods and service it has supplied. If ST is holding any funds on your behalf and there is a dispute between you and ST concerning the subject matter of these Terms, then ST is entitled to retain such funds until the dispute is resolved.

9. Miscellaneous

Any contract incorporating these Terms shall be governed by the laws currently in force in the State of New South Wales. ST's failure to enforce or exercise any term of any contract incorporating these Terms shall not constitute a waiver of such terms and shall in no way affect ST's right to enforce it or exercise it later. The invalidity or unenforceability of any of these Terms shall not affect the enforceability of the remainder of these Terms.

Silver Trak Pty Ltd trading as Silver Trak Digital ABN 39 154 969 669

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