

STANDARD TERMS AND CONDITIONS FOR QUOTE AND CONTRACT

1. TERMS AND CONDITIONS

- 1.1. These Terms and Conditions apply exclusively to the Quote and Contract to the exclusion of any other terms and conditions stipulated or referred to by the Customer.
- 1.2. The acceptance, acknowledgement or failure to object by Blueprint Lab to a Purchase Order that includes other terms and conditions will not be an acceptance of those terms and conditions or a waiver of these Terms and Conditions.

2. QUOTE

- 2.1. Unless otherwise stated, prices in the Quote are:
 - (1) Quoted in the currency noted on the Quote;
 - (2) Ex-factory at St Peters, New South Wales, Australia; and
 - (3) Fixed until the Expiry Date subject to any adjustments for exchange rate fluctuations.
- 2.2. The Customer may only order the Product in the Quote by delivering a Purchase Order to Blueprint Lab before the Expiry Date.
- 2.3. If the Purchase Order includes only part of the Product then Blueprint Lab reserves the right to vary the Price.
- 2.4. The Price quoted is only valid to the Customer and must not be disclosed to anyone else.

3. CONTRACT

- 3.1. A binding Contract for the sale of the Product to the Customer is not created until Blueprint Lab delivers a Tax Invoice to the Customer.
- 3.2. The Customer must pay the Price to Blueprint Lab as follows:
 - (1) The deposit specified in the Quote with the Purchase Order; and
 - (2) The balance of the Price by the time stated in the Tax Invoice.

4. PRODUCT REVISION

- 4.1. Blueprint Lab may revise or discontinue any Product at any time without notice as part of Blueprint Lab's policy of on-going product revision. The Customer acknowledges that revised products delivered to the Customer may have different specifications to the specifications of the Product.

5. SOFTWARE

- 5.1. All software operated by the Product is provided by Blueprint Lab subject to the terms and conditions of the relevant software licence. Blueprint Lab does not warrant the performance of any software under these Terms and Conditions.
- 5.2. The Contract does not transfer title in any software or Intellectual Property in the software to the Customer.
- 5.3. The rights to the Intellectual Property in the software remain with Blueprint Lab or the Licensor of the software.

6. DELIVERY

- 6.1. Delivery of the Product to the Customer occurs when the Product leaves the Factory.
- 6.2. The Customer is solely responsible for organising and paying the shipping of the Product from the Factory. If Blueprint Lab assists with shipping of the Product from the Factory then it will do so as the agent of the Customer and without liability.
- 6.3. Blueprint Lab may at its discretion deliver the Product by instalments and in any sequence. If the Product is delivered by instalments, then each instalment will be deemed to be the subject of a separate contract and no default or failure by Blueprint Lab in respect of any one or more instalments shall invalidate the remainder of this Contract or any other contract between the parties.

6.4. Any dates quoted by Blueprint Lab for the delivery of the Product are approximate only and do not form part of the Contract.

6.5. Blueprint Lab will not be liable for any Claim as a result of any failure or delay in delivery of the Product.

7. TITLE AND RISK

- 7.1. Risk in the Product will pass to the Customer when Blueprint Lab delivers the Product.
- 7.2. Title in the Product will pass to the Customer when Blueprint Lab delivers the Product or when Blueprint Lab receives payment of all of the Price in clear funds, whichever last occurs.
- 7.3. Until title passes to the Customer, the Customer, where relevant:
 - (1) holds the Product as Blueprint Lab's bailee in a fiduciary capacity;
 - (2) must only sell the Product in its ordinary course of business;
 - (3) must store the Product separately from other stock and ensure that the Product is identified as Blueprint Lab's property;
 - (4) must not allow any third party to obtain a security interest in the Product;
 - (5) must return the Product to Blueprint Lab immediately on written request from Blueprint Lab;
 - (6) holds any book debt and proceeds of sale of the Products and rights against Customer's buyers from such sales on trust for Blueprint Lab, and must record and store all such proceeds or debts in a separate account or ledger;
 - (7) if Customer has not made full payment to Blueprint Lab (without set off) for all Products by the due date, or if Blueprint Lab considers (acting reasonably) that the Customer is unable to pay the invoice, the Customer grants to Blueprint Lab (and its authorised representatives) access at any time to any premises where the Products are stored, and authorizes Blueprint Lab to repossess any Products without the need for notice. Blueprint Lab will not be liable for any damage caused in gaining such access or repossession; and
 - (8) agrees that Blueprint Lab may keep or resell any Products repossessed pursuant to this section.

8. EXPORT AND IMPORT

- 8.1. The Customer accepts the risk that Legislation may prevent or inhibit the Product being exported from Australia or imported into any other country.
- 8.2. The Customer is solely responsible for doing all things necessary and satisfying all Legislation to export the Product from Australia and to import the Product into any other country but Blueprint Lab may, at its discretion and without liability, assist the Customer as its agent to export the Product from Australia.
- 8.3. It is an essential term of this Contract that a prohibition to export the Product from Australia and/or import the Product into any other country does not:
 - (1) affect the Customer's obligations under the Contract including the payment of the Price, which will continue until fulfilled by the Customer;
 - (2) entitle the Customer to a refund of the Price;
 - (3) require Blueprint Lab to refund the Price to the Customer;
 - (4) frustrate the performance of the Contract; and
 - (5) make the Contract void or voidable for either being an illegal act or against public policy.
- 8.4. The Customer indemnifies Blueprint Lab against any Claim, (including indemnifying Blueprint Lab for an amount equivalent to the Price if Blueprint Lab is ordered to refund the Price to the Customer), arising out of or as a result of the Customer's failure to export the Product from Australia or import the Product into any other country or any violation or alleged violation of any export or import Legislation.

9. BENCH TEST

- 9.1. Customer must complete the Bench Test and email the Bench Test Results to Blueprint Lab before the expiry of the Bench Test Period and before installing or operating the Product on any Platform.

9.2. The Customer may only make a Claim for any damage or defect in the Product by serving a Claim upon Blueprint Lab before the expiry of the Bench Test Period, otherwise the Product will be deemed to have been accepted by the Customer in good condition and in accordance with this Contract.

10. INSTALLATION AND OPERATION

- 10.1. The Customer will:
 - (1) only operate the Product in accordance with the instructions for the storage, installation and operation of the Product, which may change from time to time; and
 - (2) not install or operate, or allow any other person to install or operate, the Product for a Prohibited Operation.

11. CUSTOMER WARRANTIES

- 11.1. The Customer warrants that:
 - (1) the Product will not be used for any Prohibited Operation by the Customer or by any Person to whom the Customer makes the Product available; and
 - (2) it will, and will ensure that any Person to whom it makes the Product available, stores, installs and operates the Product strictly in accordance with these Terms and Conditions and the instructions for the storage, installation and operation of the Product.

12. BLUEPRINT LAB WARRANTIES

- 12.1. Unless specified otherwise or required by law, any rights the Customer may have under any Legislation are expressly negated by these Terms and Conditions to the fullest extent permitted by law. The Customer acknowledges and agrees that, except as expressly set out in these Terms and Conditions or as otherwise required by law, Blueprint Lab makes no warranty or representation in respect of the Product, including the Product's fitness for any particular purpose (whether such purpose is known to Blueprint Lab or not).
- 12.2. Blueprint Lab warrants that the Product will be free from defects in materials and workmanship affecting normal operation for a period of twelve (12) months from delivery or such other period noted in the Quote. If a Warranty is recoverable in respect of a Product, Blueprint Lab will at its option either repair or replace the Product or supply an equivalent product to the Customer.
- 12.3. The Warranty does not warrant that the Product is fit for any particular purpose.
- 12.4. The Warranty is void if any one or more of the following occur:
 - (1) the Product has been stored, installed or operated or attempted to be stored, installed or operated in breach of these Terms and Conditions;
 - (2) the Customer in breach of these Terms and Conditions;
 - (3) Blueprint Lab does not receive the Bench Test results for the Product before the Bench Test Period expires;
 - (4) the Product has missing or altered identification tags or serial numbers;
 - (5) the Product has been tampered with or the void stickers have been damaged, destroyed, or removed;
 - (6) the Customer does not follow all instructions given by Blueprint Lab for the return of the Products pursuant to a Warranty claim; or
 - (7) the relevant returned material authorisation form is not completed by the Customer and delivered to Blueprint Lab prior to shipping the Product back to Blueprint Lab.
- 12.5. The Warranty does not apply to any damage, fault, failure or malfunction due to:
 - (1) any Prohibited Operation of the Product;
 - (2) external causes or influences;
 - (3) accident, abuse or misuse;
 - (4) problems with atmospheric conditions;
 - (5) failure to perform required preventive maintenance;
 - (6) normal wear and tear;
 - (7) act of God, fire, flood, war, act of violence or any similar occurrence;

- (8) any attempt by any Person other than Blueprint Lab personnel or its duly authorised representative to service, adjust, repair or support the Product; or
- (9) the use of parts, components, modules or software not supplied by Blueprint Lab.
- 12.6. The Warranty is given in place of all warranties, conditions, terms, undertakings and obligations implied by Legislation, common law, trade usage, course of dealing or otherwise including warranties or conditions of merchantability, fitness for purpose, satisfactory quality and/or compliance with description.
- 12.7. The Warranty does not cover any items that are in one or more of the following categories: software, third party products, devices external to the Product, or anything added to the Product after it was delivered to the Customer including anything added through Blueprint Lab's Custom Integration Services that were not installed by Blueprint Lab or its authorised agent.
- 12.8. If Blueprint Lab accepts a Claim and repairs or replaces the Product or any part of the Product in accordance with the Warranty Blueprint Lab will reimburse the Customer, the reasonable shipping charges incurred by the Customer returning the Product to Blueprint Lab upon production of appropriate invoices.
- 12.9. The Customer agrees that to the extent permitted by law it will first make a claim against any warranty given by a third party manufacturer for any third party product in the Product before making a Claim against Blueprint Lab.

13. SERVICE AND TECHNICAL SUPPORT

- 13.1. Blueprint Lab will provide general service and technical support to the Customer in accordance with its service and technical support policies applying from time to time to the Product.
- 13.2. If the Quote includes optional services and support then Blueprint Lab will provide the optional services and support to Customer in accordance with the terms and conditions of the optional service contract between Blueprint Lab and Customer.
- 13.3. Blueprint Lab may, at its discretion, revise its service and technical support policies and the optional service contract without notice to the Customer.
- 13.4. Blueprint Lab will not provide service or support until it has received payment of the Price for the Product and the Customer has signed and returned the relevant optional service contract.

14. RESALE

- 14.1. The Customer must not sell, lease, transfer or otherwise make available a Product to any Person using any representation or warranty inconsistent with these Terms and Conditions, or to any Person who will or may operate the Product contrary to these Terms and Conditions.
- 14.2. Without limiting clause 16.1, the Customer will ensure and procure that any Person to whom the Customer sells, leases, transfers or otherwise makes a Product available, agrees to use the Product in a manner that is not inconsistent with these Terms and Conditions.

15. CLAIMS

- 15.1. To the fullest extent permitted by applicable law, Blueprint Lab will not be liable for any Claim except those permitted by these Terms and Conditions.
- 15.2. Any Claim must be in writing with full particulars of the Claim.
- 15.3. To the fullest extent permitted by law, Blueprint Lab's total liability for a Claim is limited to the lesser of (i) the Price paid for the Product; or (ii) the cost of repair of the Product; or (iii) replacement of the Product. Blueprint Lab's liability will, in any case, be reduced to the extent to which a Claim arises out of, or is contributed to by, the acts or omissions of Customer, any person for whose acts or omissions Customer is liable and any third party.

- 15.4. If the Customer makes a Claim under Warranty then the Customer will prepay all shipping charges and transport insurance charges and accept the risk of loss or damage during shipment to Blueprint Lab and during shipment from Blueprint Lab to the Customer.
- 15.5. The Customer indemnifies Blueprint Lab and keeps Blueprint Lab fully and effectively indemnified against any Claim arising out of or in connection with the installation, operation or use of a Product caused by any negligent act, omission, wilful misconduct or breach of these Terms and Conditions, by the Customer, its employees, agents or sub-contractors or any person for whose acts or omissions Customer is liable.
- 15.6. To the fullest extent permitted by law, Blueprint Lab will not be liable to the Customer for any Claim arising out of or in connection with the purchase, installation, operation or performance of the Product, even if Blueprint Lab has been advised of their possibility, which includes a Claim for incidental, indirect, special or consequential damages, loss of opportunity, loss of revenue, loss of profit or anticipated profit, loss of business, loss of contracts, loss of goodwill, loss arising out of business interruption, injury or loss of life, or loss arising out of or in connection with pollution or contamination or loss of data.
- 15.7. To the fullest extent permitted by law, Blueprint Lab will not be liable to the Customer for any Claim associated with:
- (1) any negligent act or omission of Blueprint Lab, its employees and agents;
 - (2) the inability of the Customer to export the Product from Australia or import the Product into any country;
 - (3) shipping of the Product from the Factory to the Customer;
 - (4) any Legislation preventing or restricting the storage, installation or operation of the Product;
 - (5) the storage, installation or operation of the Product in breach of these Terms and Conditions;
 - (6) any Prohibited Operation of the Product;
 - (7) any external causes or influences;
 - (8) any accident, abuse or misuse;
 - (9) any problems with atmospheric conditions;
 - (10) any error or omission in the instructions for the storage, installation or operation of the Product;
 - (11) any failure of the Product to operate or perform in accordance with its specifications;
 - (12) any failure of the Customer to undertake preventive maintenance;
 - (13) any normal wear and tear;
 - (14) any act of God, fire, flood, war, act of violence or any similar occurrence;
 - (15) any data or software that is lost, corrupted, deleted or altered from any cause whatsoever;
 - (16) any attempt by any Person other than Blueprint Lab personnel or its duly authorised representative to service, adjust, repair or support the Product;
 - (17) any use of third party parts, components, modules or software and the use of which contributes to the Claim;
 - (18) any failure to follow instructions or directions regarding the installation or operation of the Product; or
 - (19) any representation or recommendation regarding a third party product or its performance.
- 15.8. To the fullest extent permitted by law, any typographical, clerical or other error or omission in the Quote, Purchase Order, Acceptance, Contract or Tax Invoice, sales literature, instructions for the installation or operation of the Product, or other documents or information issued by Blueprint Lab may be corrected by Blueprint Lab without incurring any liability for a Claim.
- 15.9. The following clauses apply where a Product is subject to the Australian Consumer Law and the Customer falls within the definition of a "consumer" under the Australian Consumer Law:
- (1) The Warranty is in addition to the rights and remedies (including any applicable consumer guarantees)

available to the Customer under the Australian Consumer Law. Nothing in these Terms and Conditions affects any of Customer's rights and remedies under the Australian Consumer Law.

- (2) Blueprint Lab acknowledges the following statement (where a reference to "our" means Blueprint Lab, "you" means the Customer and "goods" means the Product): Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

16. VIS MAJOR

- 16.1. Neither party shall be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the party so delaying, and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

17. GOVERNING LAW

- 17.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales, and shall be subject to the exclusive jurisdiction of the courts of New South Wales.

18. GENERAL

- 18.1. The Customer cannot assign or otherwise transfer any of its rights and obligations whether in whole or in part, without the prior written consent of Blueprint Lab.
- 18.2. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, then such provision will be deleted and these Terms and Conditions will be construed as if such provision had never been included in these Terms and Conditions and the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.
- 18.3. No failure or delay on Blueprint Lab's part in exercising any power or right under any Contract operates as a waiver, nor does any single or partial exercise of any power or right preclude any other or further exercise of a power or right, or the exercise of any other power or right.

19. DEFINITIONS

- 19.1. **Acceptance** means the acceptance by Blueprint Lab of a Purchase Order by delivery of a Tax Invoice to the Customer.
- 19.2. **Australian Consumer Law** means the laws set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- 19.3. **Bench Test** means the testing of the Product by the Customer using the acceptance test procedures delivered with the Product.
- 19.4. **Bench Test Period** means the number of days available to complete the Bench Test after the Customer has received the Product. This period is 90 (90) days from receipt of the Product unless otherwise agreed.
- 19.5. **Bench Test Results** means the outcome of the Bench Test recorded in writing.
- 19.6. **Blueprint Lab** means The Blueprint Laboratory Pty Ltd ABN 303 836 207 50 of Level 1, 3 Applebee St, St Peters, New South Wales 2044, Australia.
- 19.7. **Claims** means:
- (1) a warranty claim; or
 - (2) a claim for loss or damage resulting from a breach of contract, tort, duty of care, statute or otherwise.
- 19.8. **Contract** means the contract for sale of the Product by Blueprint Lab to the Customer created by the Acceptance.
- 19.9. **Customer** means the customer identified as the purchaser in the Quote.

- 19.10. **Expiry Date** means 5.00 pm Australian Eastern Time on the day identified as the expiry date on the Quote.
- 19.11. **Factory** means Level 1, 3 Applebee St, St Peters, New South Wales 2044, Australia or such other place nominated in the Tax Invoice.
- 19.12. **including** means including without limitation.
- 19.13. **Intellectual Property** includes any and all intellectual and industrial property rights in any medium throughout the world belonging to a Party or its clients which is disclosed to the other Party, whether subsisting now or in the future, including rights of any kind in relation to designs, patents, copyright, trademarks, service marks, moral rights, inventions, discoveries and novel designs, and concepts, ideas, or other expressions in verbal, written or electronic form.
- 19.14. **Legislation** refers to any treaty, legislation or legislative provision and includes any statutory modification, amendment or re-enactment and any subordinate legislation, regulations or orders issued under that legislation or legislative provision.
- 19.15. **Person** includes a corporate or other legal entity.
- 19.16. **Platform** means anything that that the Product could be installed upon or operated from.
- 19.17. **Price** means the price of the Product disclosed in the Quote or the Tax Invoice, unless otherwise specified and in the event of any inconsistency between the Quote and the Tax Invoice, the Tax Invoice prevails.
- 19.18. **Product** means the products or any part of the products described in the Quote or Tax Invoice and in the event of any inconsistency between the Quote and the Tax Invoice, the Tax Invoice prevails, and it includes any module or update to the Product subsequently supplied to the Customer.
- 19.19. **Prohibited Operation** means any one or more of the following: (1) installing or operating a Product on any Platform: (a) if the communication frequencies of the Product cause or might cause interference with or malfunction of the frequencies of the Platform or any other thing; (b) if the Product causes any malfunction or interference including mechanical, electrical or electromagnetic malfunction or interference with the Platform or any other thing; (2) installing or operating a Product contrary to any applicable United States export administration regulations, including: (a) diversion of the Product contrary to the laws of the United States; (b) operating the Product in the design, development, production or use of nuclear, chemical or biological weapons or missiles; (c) selling, transferring or exporting the Product to prohibited countries; and (d) exporting or re-exporting the Product contrary to any applicable United States export administration regulations; (3) installing or operating a Product in any way that contravenes or might contravene any applicable law in the jurisdiction in which the Product is operated, including privacy laws;
- 19.20. **Purchase Order** means a request by the Customer to supply the Product in accordance with the Quote which may be communicated by a purchase order, email, request for an invoice or payment of the deposit in accordance with the Quote.
- 19.21. **Quote** means the quote submitted by Blueprint Lab to the Customer for the Product.
- 19.22. **Tax** means any levies, charges or taxes on the sale of the Product disclosed in the Quote or Tax Invoice.
- 19.23. **Tax Invoice** means a tax invoice for the Product in accordance with the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 19.24. **Terms and Conditions** mean this document.
- 19.25. **Warranty** means the warranty expressed in clause 12.2 .

Effective from 28 Dec 2018