

## 1. Documents constituting agreement

- (a) The contract between Scientific Technical Services (Australia) Pty Ltd ACN 069 774 992 (STS) and the customer (Customer) relating to any of STS's products (Products), installation, maintenance, goods, consultancy or similar such services (Services) or transactions are subject to these terms and conditions (Terms) and the document to which these Terms are attached (together the Contract).
- (b) Unless the Contract provides otherwise, the terms of Incoterms® 2020 (published by the International Chamber of Commerce) apply to the Contract.
- (c) **PPSA** means the Personal Property Securities Act 2009 (Cth), as amended from time to time.
- (d) **ACL** means the Australian Consumer Law.
- (e) **Loss** includes but is not limited to, costs, expenses, lost profits, award of damages, personal injury and property damage.
- (f) Scientific Technical Services (Australia) Pty Ltd ACN 069 774 992 (STS) trades as STS Group Australia, STS Professional, STS Health, Mocom Australia & Stinger Technologies.

## 2. Delivery of Products

- (a) The terms of delivery of the Products or provision of the Services are as stated in the Contract.
- (b) For the purposes of the Contract, where the term "CPT (Carriage Paid To)" is used as defined in Incoterms® 2020, the Customer shall bear all risks and any other costs occurring after STS has delivered the Products to the first carrier. The Customer is also responsible for the cost of unloading at the destination, unless otherwise agreed in writing.
- (c) The Customer must advise STS of its requirements for the packing and marking of the Products and any other arrangements for the delivery of the Products well in advance of the shipment of the Products. If STS incurs additional packing, shipping, transportation or other expenses as a result of a Customer's request for the use of a particular method or route of transportation or agency, those expenses shall be invoiced to the Customer and must be paid by the Customer.
- (d) If, within a reasonable period of time prior to the shipment of the Products, the Customer does not provide to STS all necessary instructions for the packing, marking and other relevant arrangements with respect to the delivery of the Products, these matters shall be determined by STS at its discretion.
- (e) Subject to any obligations in respect of consumer guarantees under ACL, STS will not be liable for delay, failure or inability to deliver the Products.
- (f) Except as expressly provided in these Terms, STS shall not be under any obligation to accept the return of any Products supplied to the Customer.

## 3. Price

- (a) Unless otherwise designated in the Contract, the price of Products shall be on an "EXW" (ex-works) basis.
- (b) If the price of Products at any time will be other than EXW any associated costs incurred by STS which arise as a result of STS insuring or transporting the Products from the point where the risk of loss passes to the Customer shall be invoiced to and paid by the Customer.
- (c) STS's price lists, invoices and statements exclude GST and government taxes unless expressly noted thereon.
- (d) STS may vary any of the prices set out in its price list without notice to Customers.
- (e) The Customer will provide its tax file number, ABN and any information required for any GST or equivalent prior to any dealings.

## 4. Services

- (a) The price of the Services is as stated in the Contract or as communicated to the Customer.
- (b) With respect to any Services that STS provides to the Customer in connection with the Products or otherwise, STS shall not be liable for any injury, loss or damage incurred, whether direct, consequential, incidental, punitive, exemplary or indirect, by statute, in tort or contract.
- (c) STS will not be liable for delay, failure or inability to deliver the Services.

## 5. Exclusions and limitation of liability

- (a) The Customer expressly agrees that use of the Products and Services is at the Customer's risk. To the full extent allowed by law, the Supplier's liability for breach of any term implied into these terms of trade by any law is excluded.
- (b) All information, specification and samples provided by the Supplier in relation to the Products or Services are approximations only and, subject to any guarantees under the ACL, small deviations, or slight variations from them which do not substantially affect the Customer's use of the Products or Services will not entitle the Customer to reject the Products upon delivery or to make any claim in respect of them.
- (c) STS gives no warranty in relation to the Services provided or supplied. Under no circumstances is STS or any of its suppliers liable or responsible in any way to the Customer or any other person for any Loss as a result, directly or indirectly of any defect, deficiency or discrepancy in the Products or Services. This includes their form, content and timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for and in relation to any of the following:
  - (i) any Products or Services supplied to the Customer;
  - (ii) any delay in supply of the Products or Services; or
  - (iii) any failure to supply the Products or Services.

- (d) Any advice, recommendation, information, assistance or service given by STS in relation to Products or Services or both, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty as to accuracy, appropriateness or reliability. STS does not accept any liability or responsibility for any Loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance or service.
- (e) To the fullest extent permissible at law, STS is not liable for any direct, indirect, punitive, incidental, special consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide Products or Services, or otherwise arising out of the provision of Products or the Services whether based on terms of trade, negligence, strict liability or otherwise, even if STS has been advised of the possibility of damages.
- (f) The Customer acknowledges that the Products or Services are not for personal, domestic or household purposes.
- (g) The ACL may give to the Customer certain consumer guarantees, which cannot be restricted, limited or varied. Nothing in these Terms excludes, restricts, or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by the ACL which cannot lawfully be excluded or limited. To the extent that the Products or Services are supplied to a 'consumer' as defined in the ACL, then the ACL guarantees apply and nothing in these Terms purports to modify or exclude those rights.

## 6. Customer representations and warranties

The Customer represents and warrants that:

- (a) it has full power and authority to enter into and perform its obligations under these Terms;
- (b) all information provided to STS by or on behalf of the Customer is true and correct in all material respects and is not, whether by omission of information or otherwise, misleading; and
- (c) it has not withheld from STS any document, information or other fact material to the decision of STS to enter into a contract with the Customer.

The representations and warranties given in this clause 6 survive the Contract.

## 7. Payment

- (a) Invoices submitted by STS are payable only in Australian dollars.
- (b) STS offers the following payment terms, depending on the Customer's credit status:
  - (i) For **Customers with an approved and current credit application**: "30 days EOM" (meaning STS must receive payment in full on or before the last working day of the month following the date of supply).
  - (ii) For **Customers without a completed credit application** receiving **Services**: payment is due **within 7 days of the invoice date**, whether or not a formal credit application has been submitted. This constitutes a limited credit arrangement.
  - (iii) For all other Customers without a completed credit application: payment is due **in full prior to delivery** of Products or Services, unless otherwise agreed in writing.
- (c) No payment due from or payable by the Customer shall be set off or withheld on account of any claim asserted by the Customer.
- (d) At its discretion, STS may require a deposit to be paid on certain sales of Products or the supply of Services. Any such requirement, including as to the timing of the deposit, will be notified to the Customer.
- (e) STS may require the Customer to provide security for payment in a form acceptable to STS prior to the supply of Products or Services.
- (f) The Customer is not entitled to withhold any payment by way of retention unless the terms and conditions of the retention are agreed in writing by STS.
- (g) If the Customer fails to pay any amount to STS when it is due STS (in addition to any other rights it may have) shall be entitled to do all or any of the following:
  - (i) suspend further deliveries in respect of any order;
  - (ii) terminate the Contract or Agreement or any other part of it without liability; or
  - (iii) deduct any moneys due or becoming due to the Customer from any amounts due or recoverable by STS in respect of any bona fide claim.

## 8. Interest

Interest on overdue accounts shall accrue daily and be calculated monthly at 2% above the cash rate published by the Reserve Bank of Australia, unless otherwise agreed in writing.

## 9. Retention of title of Products

- (a) The Customer agrees that legal and equitable title to the Products is retained by STS and does not pass until STS has received payment in full for the Products and all other moneys owed by the Customer to STS.
- (b) If the Customer fails to pay the moneys owed to STS, the Customer acknowledges and agrees that STS may recover or retake possession of all or any of the Products and dispose of such Products.
- (c) The Customer grants STS and any person authorised by STS full leave, permission, irrevocable licence to enter without notice and at any time any property where any Product is placed or stored and do all things necessary and use such force as is necessary in order to recover or retake possession of the Products.
- (d) The Customer accepts liability for the safe custody and return of the Products to STS and indemnifies STS for any costs and/or loss relating thereto.

- (e) The Customer agrees that a certificate purporting to be signed by an officer of STS identifying Products as unpaid for shall be conclusive evidence that the Products have not been paid for and of STS's title thereto.
- (f) Until payment in full the Customer agrees:
  - (i) to provide adequate insurance for the Products; and
  - (ii) only to sell the Products in the ordinary course of its business.
- (g) The Customer acknowledges and agrees, for the purposes of clause 9(f)(ii):
  - (i) a sale of any Product for less than its cost price, is not a sale in the "ordinary course of business"; and
  - (ii) it will sell any such Products as fiduciary agent and bailee of STS.
- (h) Customer will be deemed to have accepted the terms of this clause by placing an order for the Products or accepting delivery of Products or using Products whether or not Customer has otherwise accepted these Terms.

#### 10. Credit limit

If STS grants any credit facility or nominates any credit limit, this is an indication only of its intention at the time. STS can vary or withdraw any credit facility at any time at its discretion and without any liability to the Customer or any other party. Credit facilities granted, if any, are not transferable without the consent in writing of STS.

#### 11. Title and risk

- (a) Title in the Products remains with STS and does not pass to the Customer until STS has received payment in full for the Products. Risk in the Products passes in accordance with the delivery terms outlined below or as otherwise agreed in writing.
- (b) Unless otherwise agreed, all deliveries to Customers within Australia are made under Incoterms® 2020 – DAP (Delivered at Place). STS retains risk in the Products until they are made available for unloading at the Customer's nominated delivery location.
- (c) Where the Products are delivered on an EXW (Ex Works) basis, risk passes to the Customer upon delivery of the Products at STS's premises or another named place.
- (d) Where the Products are exported under FOB, CIF or CFR terms (as defined in Incoterms® 2020), risk passes to the Customer upon the Products crossing the ship's rail at the port of shipment.

#### 12. Indemnity

The Customer indemnifies STS against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which STS pays, suffers, incurs or is liable for in connection with the use of the Products (or the sale of products made from the Products) or Services, other than to the extent the same arises from the negligence or wilful default of STS or any employee, agent or officer of STS and this indemnity is a continuing obligation of the Customer and remains in full force and effect until all money owing, contingently or otherwise, under this indemnity has been paid in full.

#### 13. Technical advice

With respect to any technical advice it provides to the Customer in connection with the Products or Services, STS shall not be liable for any injury, loss or damage incurred, whether direct, consequential, incidental, punitive, exemplary or indirect, by statute, in tort or contract, under any indemnity provision or otherwise.

#### 14. Force majeure

STS shall not be liable for any prevention of or delay in performance of its obligations under the Contract which is caused by any event or circumstance which is beyond the reasonable control of STS including any act of God, pandemic, epidemic, strike, lockout or other labour dispute, war, riot or civil commotion, accidental breakdown to any machinery or facilities necessary for the transportation or delivery of the Products to the delivery point. Force majeure does not include the Customer's inability to pay or financial hardship. A party affected by a force majeure event must take all reasonable steps to mitigate the effect of the event.

#### 15. Non-acceptance

- (a) If the Customer repudiates any contract or wrongfully refuses to accept Products delivered under the Contract (and such Products have been specially produced to the Customer's particular requirements), then the damages payable by the Customer to STS in those circumstances shall unless otherwise determined be the full sale price of the Products plus any additional costs incurred by STS less the current scrap or resale value (if any) of the Products as determined by STS.
- (b) Where the Contract is to be fulfilled by delivery in a number of instalments, the failure by STS to deliver any particular instalment shall not entitle the Customer to repudiate the Contract or refuse to accept further instalments.

#### 16. Electronic Acceptance

The parties agree that any communications, acceptances, or signatures in electronic form (including via email or a digital platform) shall be valid and binding to the same extent as written originals.

#### 17. Termination

- (a) It is a Termination Event if:
  - (i) the Customer breaches the Contract in a material respect and, in STS's opinion, the breach cannot be remedied (or, if the breach can be remedied in STS's opinion, the Customer does not remedy the breach within 14 days after STS gives the Customer notice of the breach);
  - (ii) a judgment in an amount exceeding \$200,000 or its equivalent in any other currency is obtained against the Customer, or any distress, attachment, execution or other process of a government agency in an amount exceeding \$200,000 or its equivalent in any other currency is issued against, levied or enforced on any of the Customer's assets, and is not set aside or satisfied within 14 days;
  - (iii) the Customer suspends payment of its debts generally or it becomes unable to pay its debts when due;

- (iv) an application or order is made for the winding up or dissolution of the Customer, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Customer;
- (v) the Customer enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- (vi) the Customer ceases, or threatens to cease, to carry on business; or
- (vii) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the Customer's assets or undertakings.
- (b) If a Termination Event occurs, STS may (without affecting the accrued rights and obligations of the parties as at the date of termination) do all or any of the following:
  - (i) terminate the Contract immediately by notice to the Customer;
  - (ii) suspend further deliveries of Products or Services under the Contract; or
  - (iii) deduct from any moneys due or which may become due to the Customer from any amount due or recoverable from the Customer under the provisions of the Contract.
- (c) The Customer may not terminate the Contract without the written consent of STS, and if STS consents to such a termination, reasonable termination charges computed by STS shall be assessed in connection with such termination and upon such termination STS shall be regarded as discharged from any further obligations under the Contract and any other contract which the Customer may place or have placed with STS.

#### 18. Dispute Resolution

If a dispute arises out of or relates to these Terms, a party must not commence court or arbitration proceedings without first referring the dispute to the other party's senior management for resolution. If not resolved within 14 days, either party may refer the matter to mediation administered by the Resolution Institute in Western Australia. Each party must bear its own costs.

#### 19. Assignment

- (a) The Customer must not assign or otherwise dispose of all or any of its rights in, to and under the Contract without the prior written consent of STS.
- (b) STS may assign all or any of its rights in, to and under the Contract to any parent or affiliate of STS.

#### 20. General

- (a) These Terms are governed by the law of Western Australia. The Customer and STS submit to the non-exclusive jurisdiction of the courts of Western Australia.
- (b) Waiver of any right, power, authority, discretion or remedy arising upon a breach of or default under this agreement must be in writing and signed by the party granting the waiver.
- (c) The parties agree and acknowledge that nothing in these Terms and conditions shall constitute an agency, employment or partnership relationship between them of any of their respective employees, contractors, servants or agents, unless an agreement in writing provides otherwise.
- (d) If any term or part of these Terms and conditions is found to be illegal or unenforceable, that part or term shall be deemed not to be part of these Terms and conditions and the remainder of these conditions shall continue in full force and effect.
- (e) Each party must treat the existence and terms of the Contract as confidential and will procure that its advertising agents, other agents, contractors and representatives (**Agents**) treat as confidential unless disclosure is required by law (other than any requirement to disclose under the PPSA to the extent that the PPSA is or may be applicable under these Terms. No announcement or communication relating to the negotiations of the parties or the existence, subject matter or terms of the Contract may be made or authorised by a party unless the other party has first given its written approval.
- (f) No terms and conditions sought to be imposed by the Customer upon STS shall apply unless otherwise agreed to in writing by STS.

#### 21. Privacy

STS is committed to ensuring that personal information is professionally managed in accordance with the Privacy Act 1988 (Cth) and all relevant State legislation. A copy of STS's privacy policy is available on request or from [www.stshealth.com.au](http://www.stshealth.com.au).

#### 22. Personal Property Securities Act 2009

- (a) The Customer acknowledges and agrees that, by accepting these Terms, the Customer grants STS a security interest over the Products and their proceeds (by virtue of the retention of title in clause 9 above).
- (b) The Customer consents to STS perfecting any security interest that it considers this document provides for by registration under the PPSA. The Customer agrees to do anything STS reasonably asks to ensure that the security interest:
  - (i) is enforceable, perfected, and otherwise effective; and
  - (ii) has priority over all other security interests.
- (c) Neither the Customer nor STS will disclose any information of the kind mentioned in section 275(1) of the PPSA under section 275(4) of the PPSA unless section 275(7) of the PPSA applies.
- (d) The Customer undertakes:
  - (i) to provide to STS on request all information reasonably required by STS to register a financing statement or financing change statement on the Personal Property Securities Register; and
  - (ii) to advise STS in writing of any proposed change to its name or address at least 7 days before the changes take effect.

- (e) The Customer:
  - (i) waives its right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest;
  - (ii) waives its rights and, with STS's agreement, contracts out of the Customers rights under paragraphs (a), and (l) to (q) inclusive of section 115(1) of the PPSA; and
  - (iii) agrees that where STS has rights in addition to those in chapter 4 of the PPSA, those rights will continue to apply and, in particular, will not be limited by section 123 of the PPSA.
- (f) The Customer must pay the costs, charges and expenses of and incidental to the need for or desirability of registration of a financing statement or financing change statement or any action taken by STS to comply with the PPSA (including complying with a demand given under section 178 of the PPSA) or to protect its position under the PPSA. The Customer must pay any costs incurred by STS, including all reasonable legal costs arising from any disputes or negotiations with third parties claiming an interest in any Products supplied to the Customer.
- (g) Unless the context requires otherwise, the terms and expressions used in this clause 22 have the meanings given to them in, or by virtue of, the PPSA.

### 23. Interpretation

In these Terms headings and bold type are for convenience only and do not affect the interpretation of these Terms and, unless the context otherwise requires:

- (a) words importing the singular include the plural and the converse;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) an expression importing a natural person includes an individual, a firm, a body corporate, an unincorporated association and any government agency;
- (d) a reference to legislation or to a provision of legislation includes any modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (e) a reference to a party to a document includes that party's successors and permitted assigns; and
- (f) the meaning of terms is not limited by specific examples introduced by expressions "including" or "for example", or similar expressions.

July 2025