



## TERMS & CONDITIONS OF SALE

### 1. Definitions

Unless the context requires otherwise, the following expressions have the following meanings.

- a) Preemptive means Preemptive Consulting Pty Ltd.
- b) Customer means entity named in the attached Sales Proposal and Investment Schedule.
- c) Customer Representative means the person nominated by the customer as the representative of the customer in connection with the provision of the services.
- d) Services mean Professional Services provided by Preemptive ' employees or third parties contracted to Preemptive to provide services.

### 2. Price

- a) The price and description of the products you may offer to purchase from Preemptive are described in the attached Sales Proposal, Estimate, Fixed Quotation, Price Book and Specification Sheets.
- b) Prices in a Estimate or Fixed Quote remain firm for a period of fourteen days from the date of the proposal. Prices quoted exclude any applicable freight, duty and/or Goods and Services Tax or local taxes.

### 3. Passage of Property

Property in all software, Third Party elements, Services and Hardware supplied by Preemptive under the contract shall not pass to the customer until payment of the price has been paid and cleared funds received by Preemptive, which shall have the right to enter the customer's premises to remove the items for failures to pay the price in accordance with these terms. This right shall be in addition to any other rights given or provided by legislation, regulation or common law.

### 4. Payment

Terms are strictly 30 days from the date of the invoice subject to credit approval by Preemptive Financial Controller or Company Director unless agreed otherwise in writing.

### 5. Delivery

Preemptive will endeavor to meet the customer's requirements but shall not be liable for any lateness or loss suffered thereby. The risk in the goods shall pass to the customer at the time of dispatch from Preemptive's store.

### 6. Confidentiality

The attached Sales proposal, Estimate or Fixed Quote have been prepared by Preemptive in response to a request by the customer. In order to achieve this purpose, either party may disclose information that it deems confidential and/or proprietary. Therefore, it is hereby agreed that:

- a) For a period of three (3) years from the date of the attached Sales Proposal, Estimate or Fixed Quote, the receiving party will consider as Confidential, any information it receives from the disclosing party the receiving party will consider as Confidential, any information it receives from the disclosing party that is marked Company Confidential, confidential or Proprietary Information or if it is disclosed orally, it will be considered confidential at the time of disclosure, if it is specifically stated as such.
- b) Each party agrees to receive and maintain all Confidential Information in the strictest confidence using at least reasonable care and, except as provided herein, shall not disclose Confidential Information to third parties without written consent of the disclosing party.
- c) Upon request, the receiving party shall immediately return all Confidential tangible materials made available by the disclosing party including, but not limited to, drawings, documents, software and media without retaining any copies, notes or extracts.
- d) Neither party shall have any obligations with respect to information which:
  - i. is already known to the receiving party or is publicly available at the time of disclosure;
  - ii. is disclosed to the receiving party by a third party (who is not in breach of an obligation of confidentiality);
  - iii. becomes publicly available after disclosure through no act of the receiving party; or
  - iv. is developed by the receiving party without breach of the attached Sales Proposal.
- e) The attached Sales Proposal, Estimate or Fixed Quote do not obligate either party to disclose any information to the other or to enter into any other agreement or arrangement not shall it be construed as granting any rights by license or otherwise in any software or inventions of either party (unless conferred by 7(c)). The parties; obligations under the attached Sales Proposal shall survive the termination of their association regardless of the manner of such termination.

Confidential