

These Standard Terms of Business (“Terms”) set out the terms of the agreement between Riedel Communications Australia Pty Ltd. ABN 14 128 794 785 (with its licensees, assigns and nominated agents, “**RIEDEL**”) and the person or entity to whom the accompanying Quotation is addressed (the “**Customer**”) upon which RIEDEL will provide the Customer with the equipment (on a permanent or temporary basis) and/or services described in the Quotation. These Terms and the Quotation together constitute the agreement between RIEDEL and the Customer (“**Agreement**”).

1. Agreement

- 1.1 This Agreement is the entire agreement of the parties in respect of the matters dealt with in this Agreement and supersedes any former written or oral agreements between RIEDEL and the Customer, except as otherwise expressly agreed in writing signed by both parties.
- 1.2 If a provision in these Terms conflicts with a term in the Quotation, the provision in the Quotation prevails to the extent of the inconsistency.
- 1.3 Any offer contained in the covering letter and Quotation remains valid for a period of 30 days from the date of the offer. Any offer made by RIEDEL is subject to change and is only binding on the parties upon signing of this Agreement by the Customer.
- 1.4 For the avoidance of doubt, RIEDEL’s published product information (for example, information about the capabilities, dimensions, performance specifications and data and any other information in relation to the Equipment or Services) does not form part of this Agreement.
- 1.5 A Quotation may be for the sale or hire of equipment. Certain terms in these Standard Terms of Business only apply to Quotations for the hire of equipment (a “**Hire Quotation**”).

2. RIEDEL Obligations

- 2.1 RIEDEL will:
 - provide the Equipment in good working order to the Customer (however, no guarantee is given that internally-charged Equipment will be fully charged on delivery, because factors such as temperature variation affect the battery charge level of such Equipment);
- 2.2 If the Quotation is for the hire of Equipment, then Riedel will:
 - a) allow the Customer to take possession of and use the Equipment for the Hire Period;
 - b) provide the Equipment to the Customer at Commencement; and
 - c) where an item of Equipment ordered by the Customer is not available at Commencement, use reasonable endeavours to provide a functionally

substantially equivalent item of equipment to the Customer.

- 2.3 All deliveries of Equipment and RIEDEL services are subject there being no obstacles due to national or international regulations, in particular export control regulations as well as embargoes or other sanctions.
- 2.4 Where a Quotation provides for a daily rate, the daily rate covers a maximum of 10 working hours, inclusive of travel and break times. Overtime hours are not included and would be billed separately.

3. Customer General Obligations

- 3.1 The Customer must:
 - a) ensure that any person taking delivery of the Equipment on behalf of the Customer is properly authorized to do so;
 - b) ensure that any required import, export and freight licences etc. are available. The Customer must provide all information, documents, approvals and certificates required for export, import or shipment prior to delivery, at the Customer’s expense.
 - c) indemnify RIEDEL for any injury or damage caused by, related to or arising out of the Customer’s hire or use of the Equipment;
 - d) where the Equipment is delivered or collected by the Customer in damaged, defective or faulty condition, notify RIEDEL within 24 hours of delivery or collection. If the Customer does not so notify RIEDEL, the Equipment is deemed to be in good working order and condition at the time of delivery.
- 3.2 If the Quotation is for the hire of Equipment, then the Customer must:
 - a) return the Equipment by or before 5:00 pm on the day the Hire Period expires or the next business day unless otherwise agreed in writing by RIEDEL;
 - b) treat the Equipment in a diligent and careful manner;
 - c) ensure that installation and use of the Equipment complies with all statutory requirements and regulations as are in force from time to time;
 - d) properly secure and protect the Equipment at the place of hire;
 - e) return the Equipment in good working order and in accordance with clause 13.4;
 - f) where the Equipment is lost, damaged or stolen, immediately notify RIEDEL, and it is the Customer’s sole responsibility to ensure that all internally-charged Equipment is sufficiently charged for the Customer’s intended use
- 3.3 If the Quotation is for the hire of Equipment, then the Customer must not:
 - a) tamper with, alter, damage or repair the Equipment (including its hardware or software) without RIEDEL’s prior written consent). Where the Equipment is altered or damaged, the Customer will pay the cost of restoring the Equipment to its original state and condition or replacing the Equipment as the case may be. Where

the Equipment is radio equipment, the Equipment will be delivered set at pre-set frequencies unless otherwise agreed in writing prior to Commencement;

- b) remove the Equipment from the state of Australia specified in the Quotation or from Australia without RIEDEL’s prior written consent;
- c) deface, obscure or remove any identifying marks, notices or warnings on the Equipment; or
- d) sublet the Equipment to any third party without the prior written consent of RIEDEL. The Customer remains fully liable for its obligations under this agreement where it sublets Equipment to a third party.

4. Fee

- 4.1 The Customer must pay RIEDEL the fee quoted in the Quotation for the equipment or services (“**Fee**”) and their delivery to the Customer. Delivery fees may be separately charged at express delivery rates if this is required for the timeline specified in the Quotation.
- 4.2 The Fee set out in Quotation remains valid for a period of 30 days after the date of the order. The Fee does not include the price of any transportation, shipping or insurance. The Customer must pay any and all transportation, shipping, insurance and other charges as invoiced.
- 4.3 If the Quotation is for the hire of Equipment, then where the Customer fails to return the Equipment to RIEDEL in accordance with clauses 3.2 and 3.3, RIEDEL will charge the Customer, and the Customer must pay, a fee for unreturned Equipment, calculated by reference to RIEDEL’s undiscounted weekly hire card rate for such Equipment pro-rated on a daily basis, as well as other costs, expenses or charges which RIEDEL incurs as a result of the unreturned Equipment. If Equipment remains unreturned for over 14 days after the Hire Period the cost of replacement of the unreturned Equipment will be charged to the Customer.
- 4.4 If the Quotation is for the hire of Equipment, then the Customer is responsible for the cost of repairing any damage to the Equipment (other than reasonable wear and tear) in addition to the Fee. The Customer will promptly pay the repair costs set out in a written notice from RIEDEL.
- 4.5 Unless a Damage Waiver is expressly set out in the Quotation no Damage Waiver applies.
- 4.6 The Fees set out in a Quotation are subject to the timeline specified in the Quotation. If the timeline is changed for reasons outside of RIEDEL’s control, then RIEDEL may vary the fees to account for any change in RIEDEL’s costs.
- 4.7 Any amounts set out in the Quotation or otherwise communicated by RIEDEL are expressed exclusive of GST and any applicable sales, duties or other taxes,

unless otherwise specified. In addition to the Fee and any other charges it is entitled to charge to the Customer, RIEDEL is entitled to charge the Customer the amount of any sales tax, duties or Goods and Services Tax payable in respect of the Equipment whether or not included in RIEDEL's invoice. RIEDEL will provide the Customer with tax invoices as required by applicable law. The Customer indemnifies RIEDEL against the full amount of the withholding taxes as well as any associated penalties or interest.

5. Payment Terms and interest

- 5.1 RIEDEL will provide an invoice to the Customer for the Equipment (or the Services) set out in the Quotation.
- 5.2 Except as otherwise agreed in writing, the Customer must pay to RIEDEL the Fee as invoiced within 15 days from the date of the invoice.
- 5.3 Time is of the essence in relation to payment of the Fee. Time is not of the essence in relation to delivery.
- 5.4 The Customer is responsible for any import duties.
- 5.5 Orders are binding once received by RIEDEL. RIEDEL is not obliged to take back partial quantities of unused products ordered by the customer. If RIEDEL agrees as a gesture of goodwill to take back partial quantities of unused and originally packaged products, RIEDEL is entitled to charge a re-stocking fee of 15 percent of the list price of the respective products."
- 5.6 RIEDEL may charge simple interest on overdue amounts, calculated at the most recently published Reserve Bank cash rate plus eight percentage points, and applied to daily balances outstanding until payment in full of all amounts owing.
- 5.7 RIEDEL must be advised in writing of any disputed invoices or accounts within 10 days of date of invoice, otherwise the Customer will be deemed to have accepted the Fee and any other amount included in the invoice as correct.

6. Delivery

- 6.1 The date of delivery is non-binding for RIEDEL, unless otherwise explicitly stipulated as fixed date in the Quotation.
- 6.2 Delivery is conditioned upon timely and proper performance of all duties of the Customer and upon clarification of all technical questions.
- 6.3 RIEDEL is authorized to employ subcontractors to provide its services.

7. Force Majeure

- 7.1 RIEDEL will not be liable or in default of this Agreement for any delay or failure resulting from a Force Majeure Event provided that it notifies the Customer as soon as practicable after it becomes aware of that Force Majeure Event.
- 7.2 In the event of force majeure, the provisions of section 14 of these Standard Terms of Business shall apply in all other

respects (unless otherwise specified in the Quotation).

8. Risk and Title

- 8.1 RIEDEL deals in highly specialized communications equipment which is of high value. Accordingly, where the Customer has hired Equipment, then if RIEDEL suspects that the Equipment is likely to be damaged, stolen, seized or taken possession of (including as part of any liquidation, receivership or similar event), RIEDEL can unilaterally terminate the term of this Agreement and take possession of the Equipment. If this happens the Customer's only remedy will be a refund of that portion of the Fee relating to the portion of the Hire Period then unexpired at the date RIEDEL takes repossession of the Equipment, but only to the extent that RIEDEL does not have some other claim or set off under this Agreement.
- 8.2 Risk in the Equipment delivered pursuant to this Agreement passes to the Customer on RIEDEL's delivery to the Customer. The Customer must insure the Equipment against that risk.
- 8.3 The Customer is responsible for loss or theft of the Equipment.
- 8.4 If the Customer hires Equipment pursuant to a Hire Quotation, then title and ownership in the Equipment will remain with RIEDEL at all times. The Customer holds all Equipment as bailee and fiduciary agent on RIEDEL's behalf. As such Customer must store the Equipment safely, and in a manner so it is clearly identifiable as RIEDEL's;
- 8.5 If the Customer hires Equipment pursuant to a Hire Quotation, then if any of the following occur: the Customer fails to pay all or part of the Fee for Equipment and/or Services when due; or the Equipment is not returned at the end of the Hire Period; then RIEDEL has the immediate right to:
 - a) recover possession of the Equipment wherever it may be; and
 - b) on reasonable notice, enter into Customer's premises or any other premises on which the Equipment is held to search for and remove it.
- 8.6 If the Customer becomes insolvent; or, whether voluntarily or involuntarily, the Customer is subject to winding up, insolvency administration or receivership, then RIEDEL has the immediate right to:
 - a) recover possession of the Equipment wherever it may be; and
 - b) on reasonable notice, enter into Customer's premises or any other premises on which the Equipment is held to search for and remove it.
- 8.7 Customer must notify RIEDEL promptly on any event set out in clause 8.5 or 8.6 arising and assist and indemnify RIEDEL in RIEDEL's recovery.
- 8.8 Where RIEDEL has sold Equipment outright to the Customer, RIEDEL retains title of the Equipment until all Fees for the

Equipment, as well as any other amounts due to RIEDEL from the Customer, have been paid to RIEDEL.

9. Application of the Personal Property Securities Act 2009

- 9.1 Customer expressly acknowledges that RIEDEL may have registrable security interests under the Personal Property Securities Act 2009 in relation to the supply in Australia (the "Act") of any Equipment supplied under this Agreement. To the extent that RIEDEL has a registrable security interest in the Equipment, then:
 - a) Without prejudice to any other rights or remedies arising out of a breach of this Agreement by the Customer, if RIEDEL registers a security interest under the Act, it may exercise any or all remedies afforded to it as a secured party under the Act; and
 - b) Customer expressly agrees, to the extent permissible by law (including under the Act): that the Customer will not rely on, Customer waives and Customer contracts out of, any rights it may have under the Act in relation to RIEDEL's enforcement of any security interest created or provided for by the terms of the Agreement; and that Customer will not seek to enforce and RIEDEL is not obliged to abide by, any obligations the Act may impose upon RIEDEL in relation to any registrable security interests created by this Agreement.

10. Warranty and Limitation of liability

- 10.1 RIEDEL warrants to the original purchaser of RIEDEL-branded Equipment that the Equipment will be free from defects in materials and workmanship under normal use, for the Warranty Period. This warranty is subject to the following requirements:
 - a) The Equipment must be properly stored, transported and used by the Customer. The warranty does not include defects due to normal wear and tear or deterioration.
 - b) The Customer must inspect the Equipment for conformity with the Quotation and visible defects within 8 days of delivery, and provide RIEDEL with immediate written notice of any detected deviations from the Quotation or visible defects.
 - c) Defects caused by the Customer's specifications under any custom order are not covered by the warranty under this clause. RIEDEL may in its absolute discretion choose to repair or replace defective parts or deliver conforming goods under the warranty in this in clause 10.1.
- 10.2 Subject to the warranty in clause 10.1 and those warranties that cannot be specifically excluded under the Competition and Consumer Act 2010, RIEDEL makes no warranty to any person in relation to the Equipment or Services. Other terms, conditions, warranties,

undertakings, inducements or representations, whether express or implied, or implied under statute, including without limiting the foregoing each State Sale of Goods Act, are expressly excluded and RIEDEL expressly excludes all of its liability for the same.

10.3 Where any relevant legislation implies any term, condition or warranty into this Agreement that cannot be excluded, restricted or modified at all or only to a limited extent, the term, condition or warranty will apply, except to the extent it can be excluded. RIEDEL's liability for breach of any such term, condition or warranty (other than a term, condition or warranty implied by the Competition and Consumer Act 2010, Schedule 2, The Australian Consumer Law, Part 3-2 Division 1), or for a breach of the warranty given in clause 10.1, will be limited at RIEDEL's option, to any one or more of the following:

- a) In the case of goods: the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; or
- b) In the case of Services: the supplying of the Services again or the payment of the cost of having the Services supplied again.

10.4 To the extent permitted by law, RIEDEL will not be liable to the Customer whether in contract (including failure to abide by the terms of this Agreement) or for negligence or otherwise including for any indirect or consequential loss or damage (including loss of profits, loss of data or failure to realise anticipated savings or benefits, or failure of scheduled events), however caused, including but not limited to loss or damage caused by a breakdown of data lines or as a result of the failure of the security or integrity of any data communications conducted over the Internet.

10.5 Notwithstanding any other provision of this Agreement, RIEDEL's maximum total liability to the Customer pursuant to this Agreement is limited to a refund to the Customer of any amount paid to RIEDEL for the Equipment or Services pursuant to this Agreement in the 12 months period prior to the date the liability arose.

10.6 Each party will use its best efforts to mitigate any loss, cost, expenses or damage which it incurs in connection with this Agreement.

11. Intellectual Property

The Customer must not, directly or indirectly: (a) disassemble, decompile or reverse engineer, or allow a third party to reverse disassemble, decompile or reverse engineer the whole or any part of the Equipment or any software used or supplied with the Equipment or otherwise attempt or allow any other party to obtain

the algorithms by which the Equipment perform their functions except as and to the extent that the Customer is authorised to do so under this Agreement; nor (b) combine, incorporate or use any item of Equipment or software in connection with the Equipment or Services in any way other than where approved in writing by RIEDEL or in accordance with this Agreement. RIEDEL also makes no warranty that the Equipment manufactured under an order made to custom does not infringe the intellectual property or other proprietary rights of any third party and the Customer is solely responsible for assuring that such Equipment does not so infringe.

12. Modification of material contractual circumstances

12.1 RIEDEL shall have the unilateral right to terminate the agreement with the Customer if a change in the applicable laws leads to a fundamental change in the contractual circumstances or if there is a supply shortage for which RIEDEL is not responsible. Fundamental changes shall include, but are not limited to circumstances:

- a) where the contractually obliged provision or receipt of services is rendered impossible;
- b) where the continuation of the contract would place a substantial and significant financial burden on RIEDEL which was not foreseeable at the date of the contract. Such a substantial and significant burden is generally inferred when the contractual costs increases by at least 10 percent;
- c) where the performance of the contract would be against the then applicable competition law;
- d) where RIEDEL is "let down" by sub-suppliers through no fault of its own (reservation of self-supply).

12.2 In any event, RIEDEL shall particularly be entitled to impose on the Customer all costs incurred by RIEDEL caused by the Customer as a result of the withdrawal of the United Kingdom from the European Union, in particular the costs of importing and exporting a delivery to the United Kingdom for the Customer.

13. Term of Lease and Return of Leased Equipment

13.1 Where the Customer hires Equipment pursuant to a Hire Quotation, the term of the Hire Period is stipulated in the Quotation.

13.2 The Customer may terminate the Hire Period if a) it has provided RIEDEL with written notice of RIEDEL's material breach of a term of the Agreement requiring RIEDEL to remedy that breach, and the breach is not cured within 21 days of receipt by RIEDEL of the written notice; or b) in accordance with clause 14.2.

13.3 RIEDEL can immediately terminate this Agreement on written notice of

termination to the Customer if the Customer has not paid RIEDEL in accordance with this Agreement, if the Customer enters into insolvency proceedings or otherwise fails to fulfil his obligations under the contract despite having received a warning by RIEDEL.

13.4 The Customer undertakes to return at its own expense the Equipment cleaned, in original condition and in the original case in which the Equipment was initially delivered, after the lease ends. The return is only possible during RIEDEL's business hours.

13.5 If the Customer does not return the Equipment upon the end of lease RIEDEL reserves the right to claim the stipulated or usual rent as loss-of-use indemnification for the duration of the delayed return in accordance with clause 4.3.

13.6 If the customer loses or breaks the Equipment or for any other reason is not able to return it to RIEDEL upon the end of the lease, the applicable list price will be invoiced to the Customer in accordance with clause 4.3.

14. Legal consequences in case of withdrawal from the Agreement or termination prior to delivery of the Equipment due to impossibility, deterioration of the Equipment or in case of contractual right to Cancellation

14.1 In principle, the Customer shall bear the risk of the execution of any event planned by the Customer and of achieving the purpose planned by the Customer in relation to the Equipment (and with the exception of the services that RIEDEL must provide or is responsible for under the contract). In particular, the Customer bears the risk of the RIEDEL services not actually being used, as well as to external circumstances that could make the implementation or benefit of this Agreement difficult or even impossible.

14.2 Where the Customer has agreed to a Quotation for the hire of Equipment, then the Customer can withdraw from the Hire Period if it provides written notice to RIEDEL 10 or more days before Commencement and one of the following conditions applies:

- a) RIEDEL has notified the Customer that the requested RIEDEL service is impossible or the leased item has deteriorated; or
- b) RIEDEL has agreed in writing that the Customer has a withdrawal right; or
- c) RIEDEL is subject to a Force Majeure Event in accordance with clause 7.

14.3 Cancellation under clause 14.2 is subject to the Customer paying the following lump sums (unless otherwise agreed upon in the Quotation):

- a) Up to 3 months before the beginning of the Hire Period or provision of the services, the obligation to pay the Hire Fee shall be waived, with the exception of costs and

expenses incurred by RIEDEL up to this point in time.

- b) Between 3 months and one month before the beginning of the Hire Period, 50 percent of the originally agreed Hire Fee must be paid.
- c) Between one month and 10 days before the beginning of the Hire Period, 80 percent of the originally agreed Hire Fee must be paid.
- d) From 10 days before the beginning of the Hire Period, a withdrawal or termination by the Customer is in any case precluded and the full lease price must be paid.

14.4 The Customer acknowledges that the above amounts represent a genuine pre-estimate of damages, costs or expenses that RIEDEL would incur as a result of the Cancellation, including by reason of work incurred in preparation of the Equipment, configuration, installation, etc. as well as any third-party services already contracted.

14.5 RIEDEL shall make reasonable efforts to reduce the price to be paid by the Customer in the cases specified in section 14.2. Therefore, RIEDEL shall attempt, to the extent possible and reasonable, to terminate contracts with third parties and to use the goods/services already ordered or prepared or which can no longer be cancelled or be used for other events or other customers.

15. Services

15.1 Where RIEDEL agrees to provide additional services to the Customer, those services are limited to the services set out in the Quotation (“**Services**”). The timely performance by the Customer of any preliminary or preparatory works (deemed necessary by RIEDEL at its discretion) at the Customer’s expense is a condition precedent to the performance of any Services and RIEDEL is not obliged to verify the proper performance of any equipment supplied by the Customer.

15.2 Any expense incurred as a result of any delay in performing the Services due to factors outside RIEDEL’s control will be

borne by the Customer at the rates set out in RIEDEL’s price list.

15.3 If parts of the Services cannot be provided, the remainder of the contract remains in force

16. General

16.1 The construction, validity and performance of this Agreement is governed in all respects by the laws of New South Wales, and the parties submit unconditionally to the jurisdiction of the Courts of New South Wales.

16.2 For the avoidance of doubt, in this Agreement, unless the context otherwise requires, words denoting the singular include the plural and vice versa.

16.3 If any term or part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction for any reason whatsoever, such provisions as are not found to be unenforceable or void will remain in effect.

17. Further Assurances

The Customer, at its own expense and within a reasonable time of being requested by RIEDEL to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Agreement, including but not limited to authorising RIEDEL to gain access to the Equipment in the circumstances described at clause 7.5.

18. Dictionary

18.1 “**Commencement**” means the date when the Customer takes possession of the Equipment.

18.2 “**Damage Waiver**” means an agreed uplift in the Hire Fee, intended to cover the risk of certain types of damage.

18.3 “**Equipment**” means those items of equipment set out in the Quotation and includes any tools, parts and accessories that are supplied to the Customer with the Equipment.

18.4 “**Force Majeure Event**” means events, occurrences, or causes beyond the control and without negligence of RIEDEL,

including without limitation acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire, explosions flood, natural catastrophes, pandemics/epidemics, the actions or omissions of government agencies including in respect of export control, import control and embargo or quota regulations as well as foreign exchange restrictions, and failure of third party technology providers such as internet service providers and carriers as well as water ingress, power blackout and disconnection or destruction of data-carrying conductions.

18.5 “**Hire Period**” means from Commencement until the end of the period set out in the Quotation.

18.6 “**Warranty Period**” means, for Equipment that is sold to the Customer:

a) as brand new:

(i) 12 months from the date of delivery to the Customer in respect of consumable parts contained in the Equipment (e.g. battery components); or

(ii) 24 months from the date of delivery to the Customer in respect of all other parts of Equipment; or

b) in a used condition, that is:

(i) between 1–2 years old since the date of its manufacture, 24 months from the date of delivery to the Customer;

(ii) between 3–4 years old since the date of its manufacture, 12 months from the date of delivery to the Customer; or

(iii) 5 or more years old since the date of its manufacture, no warranty under clause 10.1.

Last updated: 15 July 2021