

Innerspace Commercial Interiors – Sale Terms and Conditions (Residential and Commercial)

1. GENERAL TERMS

- (a) These Sale Terms and Conditions (**Sale Conditions**) apply between Innerspace Commercial Interiors Pty Ltd (ACN 008 965 320) (ABN 32 828 681 307) (**Innerspace**) and the party identified on a Quote or Sales Order (**Customer**) regarding the Customer purchasing from Innerspace the Goods or Services, on and subject to an Agreement.
- (b) If the Customer does not accept these Sale Conditions, then Innerspace will not process the Customer's Sales Order.
- (c) An Agreement will be on and subject to any special conditions set out by Innerspace in a Quote, Sales Order or Sales Invoice, these Sale Conditions and Innerspace's Privacy Policy, whether the Customer's orders in store, over the phone, via email or through Innerspace's Online Store. Additionally, where the Customer has ordered through Innerspace's Online Store, the Website Terms will also form part of that Agreement.
- (d) Subject to clause 1(c), an Agreement will not be subject to any other terms and conditions, including any the Customer purports to make when placing an order with Innerspace.
- (e) An Agreement may only be cancelled or varied where Innerspace has given prior written consent.

2. DEFINITIONS AND INTERPRETATION

(a) Definitions

In these Sale Conditions unless the context otherwise requires:

ACL means the Australian Consumer Law contained within Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Agreement means a contract between Innerspace and the Customer for the sale and purchase of the Goods or Services on and subject to any terms and conditions as referred to in clause 1(c);

Anticipated Delivery Date is deemed to be the later of either the Customer's requested delivery date or Innerspace's achievable delivery date;

Confidential Information means any information of a confidential nature concerning the business, affairs, customers, clients or suppliers of a party, including but not limited to information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customer lists.

Deposit means any deposit paid by the Customer to Innerspace in respect of the supply of the Goods as may be specified in the Quote, Sales Order and/or Sales Invoice (as applicable), or as may be otherwise agreed in writing between the Customer and Innerspace.

Force Majeure Event means any circumstances not in Innerspace's reasonable control including, without limitation:

- (i) acts of God, flood, drought, earthquake or other natural disaster;
- (ii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (iii) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction,

quota or prohibition, or failing to grant a necessary licence or consent;

- (iv) collapse of buildings, fire, explosion or accident;
- (v) any labour or trade dispute, strikes, industrial action or lockouts;
- (vi) breakdown of plant, transport or equipment;
- (vii) raw material shortage;
- (viii) non-performance by suppliers or subcontractors; and
- (ix) interruption or failure of utility service.

Goods mean the goods (if any) agreed in the Agreement to be supplied by Innerspace to the Customer;

GST means any applicable federal, state and local excise, sales, use, goods and services tax, value added tax, and transfer taxes and similar charges.

Intellectual Property Rights means all intellectual property rights of any kind, in any jurisdiction, subsisting now or in the future (including, without limitation, business, company or trade names, domain names, patents, inventions, copyright, design rights, know-how, trade marks, the right to sue for passing off and rights to use, and protect the confidentiality of, Confidential Information), whether registered or unregistered, and including the rights to apply for or renew the registration of any such rights and any rights the subject of any lapsed application or registration.

Online Store means Innerspace's online store accessible on Innerspace's website.

Payment has the meaning given in clause 10(a);

PPSA means the *Personal Property Securities Act 2009* (Cth);

PPSR means the Personal Property Securities Register established and maintained pursuant to the PPSA;

Privacy Policy means the privacy policy displayed on Innerspace's website, or any such other privacy policy as may be specified by Innerspace.

Purchase Price means the purchase price payable by the Customer to Innerspace in respect of the Goods and/or Services supplied by Innerspace and as specified in the Quote, Sales Order or Sales Invoice (as applicable).

Quote means the form, tender or quote submitted by Innerspace in writing to the Customer regarding the supply of the Goods and/or Services;

Sale Conditions means this document;

Sales Invoice means the tax invoice issued by Innerspace to the Customer in respect of the Goods and/or Services ordered by the Customer and which is subject to these Sale Conditions;

Sales Order means the schedule prepared by Innerspace detailing the Goods and/or Services ordered on the Customer's behalf that have been confirmed by the Customer and are to be delivered in accordance with these Sale Conditions; and

Services mean the services (if any) agreed in the Agreement to be performed by Innerspace to the Customer.

Website Terms means the terms and conditions as may be specified on Innerspace's website.

(b)

Interpretation

The expression **Person** includes an individual, the estate of an individual, a government body, a corporation, an association (incorporated or unincorporated) and a statutory or other authority.

3. QUOTES, SALES ORDERS AND SALES INVOICES

- (a) On request by the Customer, Innerspace shall provide the Customer with a Quote containing the description and specifications for:
- (i) each item of Goods ordered by the Customer;
 - (ii) the nature of the Services required by the Customer; and
 - (iii) the product code and product name; quantity; and price of the Goods.
- (b) A Quote is valid for 30 days or such other period as stated in the Quote (**Quote Period**), unless it has been withdrawn by Innerspace by notice in writing to the Customer.
- (c) The Customer must provide Innerspace with written confirmation of acceptance of the Quote within the Quote Period.
- (d) A Quote is not an obligation to sell, but is merely an invitation to treat. A Quote does not give rise to a contractual relationship until Innerspace has accepted the Customer's order in writing, and after the Customer has made full payment of the Deposit or Purchase Price (as applicable) where required in accordance with clause 4.
- (e) On acceptance of a Quote by the Customer during the Quote Period, Innerspace will prepare and issue a Sales Order to the Customer. A Sales Order is not effective unless and until the Customer pays to Innerspace the whole of the Deposit or Purchase Price (as applicable) as specified in the Sales Order.
- (f) On the earlier of:
- (i) receipt of written confirmation from the Customer of acceptance of the Sales Order; or
 - (ii) payment of the Deposit or Purchase Price (as applicable),
- Innerspace will issue the Customer with a Sales Invoice.
- (g) Upon any payment to Innerspace by the Customer of the Deposit or the Purchase Price (as applicable), the Customer agrees, and is otherwise deemed, to accept and be bound by the Sales Invoice and these Sales Conditions.
- (h) Notwithstanding any other contrary provision in these Sales Conditions, Innerspace reserves the right to require the Customer to complete a credit application to Innerspace's satisfaction, prior to proceeding or continuing with a Sales Order.
- (i) Any special conditions specified by Innerspace in a Quote, Sales Order or Sales Invoice will take precedence over these Sale Conditions to the extent that they are inconsistent with these Sale Conditions.
- (j) Every Quote, Sales Order or Sales Invoice is subject to and conditional on obtaining any necessary import, export or other licence. If any such licence cannot be obtained by Innerspace, Innerspace reserves the right to cancel the Quote or Sales Invoice, without liability to the Customer, except Innerspace will promptly return to the Customer any Deposit the Customer has paid to Innerspace under a Sales Invoice.

4. PAYMENT OF DEPOSIT AND PURCHASE PRICE

- (a) The Customer acknowledges and agrees that, unless otherwise approved in writing by Innerspace:
- (i) if the Purchase Price is more than \$5,000 inclusive of GST and if the Goods and/or Services are not required within 4 weeks of the date of the Sales Order, then the Customer must pay to Innerspace:
 - (A) a Deposit being a minimum of 50% of the Purchase Price of the Goods and/or Services when the

Customer accepts a Sales Order or otherwise within the time period specified in the Quote, Sales Order or Sales Invoice; and

- (B) the balance of the Purchase Price of the Goods and/or Services at least 7 days prior to the shipment or delivery (as specified by Innerspace) of the Goods or performance of the Services; or

- (ii) if the Purchase Price is \$5,000 inclusive of GST or less or if the Goods and/or Services are required within 4 weeks from the date of the Sales Order, then the Customer is required to pay to Innerspace 100% of the Purchase Price of the Goods and/or Services when the Customer accepts a Sales Order or otherwise within the time period specified in the Quote, Sales Order or Sales Invoice.

- (b) If the Customer fails to comply with its obligations under clause 4(a) in respect of payment of the Deposit and the Purchase Price, Innerspace reserves the right to withhold the supply of the relevant Goods and/or performance of the relevant Services until such time as the Customer complies with its obligations under clause 4(a).

5. CONFORMITY TO DESCRIPTION

- (a) Whilst reasonable efforts are made by Innerspace to:
- (i) maintain consistency, it is possible that variations from sample in colour and quantity may occur;
 - (ii) supply Goods with correct sizes, it is possible that slight variations in size may occur;
 - (iii) supply Goods in specific colours, variations from colour may occur (i.e. colours in store may vary slightly from what you see on the computer monitor, depending on the device settings); and
 - (iv) supply material in accordance with the quality of any samples submitted to the Customer or quoted for, the quality cannot be guaranteed,
- Innerspace will not be liable to the Customer for any such variations or inconsistencies.
- (b) The Customer cannot rely on approximations of the Goods or Services offered by Innerspace based on photographs, drawings, illustrations and any other particulars associated with or given in Innerspace's descriptive literature or based on an Innerspace catalogue.

6. SALE OF SECOND HAND, RECONDITIONED, EX-DISPLAY, USED OR CLEARANCE ITEMS

- (a) From time to time, Innerspace may promote second-hand, reconditioned, ex-display, used or clearance items for public or private sale from Innerspace's showrooms, warehouses or any other locations specified by Innerspace, via Innerspace's website or by direct promotion.
- (b) The Customer accepts when purchasing items noted as second-hand, reconditioned, ex-display, used or clearance, that the Customer has inspected the condition of and all faults, marks or damage on these items and has accepted the condition prior to purchase. The Customer accepts that upon purchase that no further claims can be made to Innerspace in relation to the condition of that item at the time of purchase.
- (c) All purchases of second-hand, reconditioned, ex-display, used or clearance, are subject to these Sale Conditions.

7. PRICE

- (a) All prices for Goods or Services are quoted in AUD and include GST, unless otherwise noted.
- (b) Unless otherwise stated by Innerspace in writing, the prices quoted in a Quote or Sales Order or set out in a Sales Invoice are exclusive of delivery, installation, insurance in transit, packaging, crating, handling charges, agents' charges and any other charge for a Good or Service.

8. PAYMENT TERMS

- (a) The Customer must pay Innerspace in AUD in compliance with the payment terms established in the Quote or Sales Order.
- (b) If the Customer orders through Innerspace's Online Store, the Customer must submit the payment in full.
- (c) If the Customer submits a Sales Order or purchases a Good or Service via Innerspace's online store, Innerspace will require full Payment before Innerspace delivers of the Goods or performs the Services.
- (d) If the Customer is an account holder, Innerspace requires payment of the Sales Invoice within the agreed terms provided by Innerspace on approval of the Customer's credit application, or otherwise specified in the Quote or Sales Order.
- (e) Innerspace accepts payment by Visa, MasterCard and American Express. Innerspace reserves the right to apply surcharges to credit card payments and will notify the Customer of surcharges at the time of payment.
- (f) Any personal information Innerspace receives in processing the Customer's payments under this Agreement will be held and used in compliance with Innerspace's Privacy Policy and in compliance with the *Privacy Act 1988* (Cth).
- (g) Time is of the essence regarding the Payment, and failure to pay in time will entitle Innerspace, without prejudice to Innerspace's other rights, to:
 - (i) suspend any outstanding delivery of Goods and/or performance of Services;
 - (ii) terminate the Agreement by written notice to the Customer and seek damages for breach of contract and subsequent costs of recovery, and/or
 - (iii) charge interest on the outstanding amount at 6% above the Reserve Bank of Australia cash rate for each day the Payment is outstanding, from the date the Payment was due until the date of receipt of the Payment in full, both before and after any judgment.
- (h) The Customer must not make any deduction or withholding of any type from any Payment due to Innerspace under this Agreement, unless the Customer has a valid court order requiring an amount equal to that deduction to be paid by Innerspace.

9. DELIVERY

- (a) Once a Sales Order has been confirmed by the Customer, Innerspace may provide the estimated period of shipment or delivery (**Estimated Delivery Period**), but this is only a guide. Innerspace accepts no liability for any delays to an estimate provided by Innerspace for delivery or shipment of Goods and the Customer accepts that delivery or shipment of Goods to the Customer is outside the reasonable control of Innerspace. Innerspace will use reasonable endeavours to ensure that the Goods are delivered or shipped to the Customer as soon as practicable.
- (b) The Estimated Delivery Period will only start on the date the Customer approves Innerspace's drawings, specifications and finishes schedules (as applicable), or

on the date the Customer pays the Deposit (in accordance with clause 4(a)) or the Purchase Price (in accordance with clause 4(b)), as applicable, whichever occurs later. Innerspace may extend the Estimated Delivery Period if the Customer requests any variation to the drawings and finishes schedules after that date.

- (c) Innerspace will not accept any liability or responsibility for delays in the delivery or shipment of Goods.

- (d) Estimated Delivery Periods are given with the best of intentions but cannot be guaranteed. Unless it is otherwise expressly stated in the Quote, Sales Order or Sales Invoice, time is not of the essence regarding the delivery of the Goods or the Anticipated Delivery Date. Time for delivery cannot be made of the essence by notice from the Customer.

- (e) Delivery will be deemed to be made when the Goods are delivered to the place specified in the Quote, Sales Order or Sales Invoice. If the Customer has requested that goods be left unattended, or with a third party representative, Innerspace or their freight partners will take no responsibility for loss or damage to the Goods. Innerspace reserves the right to make part deliveries of any order, and each part delivery will constitute a separate sale of Goods pursuant to these Sale Conditions and may be invoiced separately. A part delivery of a Sales Order will not invalidate the balance of a Sales Order.

- (f) If for any reason, the Customer is unable to accept delivery of the Goods and/or performance of the Services at the agreed time, or Innerspace is unable to complete the delivery of Goods and/or performance of the Services due to insufficient delivery or other instructions, including but not limited to:

- (i) incomplete or inaccurate documentation;
- (ii) licencing issues; or
- (iii) lack of required authorisations,

resulting in Innerspace having to store the Goods, Innerspace reserves the right to:

- (iv) invoice the Customer 100% of the total amount of the Sales Invoice, and,
- (v) charge a weekly storage fee in respect of the Goods based on the applicable rates as set out in the table below. Storage fees will be applied from two weeks after the previously agreed delivery date and each week up until the actual date of delivery. Any storage fees incurred are payable prior to delivery of the Customer's Goods and/or Service.

Storage Fees

Product	Weekly Charge Per Item
Sofa	\$50
Lounge Armchair	\$20
Office Chair	\$10
Individual Desk or Workstation	\$50
Occasional Table	\$10
Dining/Meeting Table	\$50
Dining Chair/Stool	\$10
Storage Unit or Cabinet	\$20
Rugs	\$20
Lighting	\$10
Accessories	Price on application

- (g) Commercial and large project storage fees will be calculated and quoted on a per project basis and are also

payable prior to delivery of the Goods and performance of the Service.

- (h) If Innerspace attempt to deliver the Goods to the Customer or perform the Services, and it is discovered that the delivery site is not ready for installation of the Goods or performance of the Services, and as a consequence, Innerspace is required to return the Goods back to its own premises and subsequently re-deliver the Goods to the Customer or re-attend the delivery site to perform the Services, Innerspace will be entitled to charge the Customer a reasonable fee to recover Innerspace's additional transport and storage costs.

10. TITLE AND RISK

- (a) Title to the Goods will not be transferred to the Customer (or any financial institution and/or agent facilitating the acquisition of the Goods by the Customer) until the total Purchase Price and any other sums due to Innerspace under these Sale Conditions, including any late payment charge payable, has been duly paid to Innerspace in cleared funds (**Payment**).
- (b) Unless and until such Payment is so made:
- (i) the Customer will hold the Goods, and any money received by the Customer in respect of the sale or disposal of the Goods (or if any part of the whole thereof has been damaged or destroyed, any insurance or other compensation moneys received), on trust for Innerspace, and
- (ii) the Customer will store the Goods or hold such money in such manner as to show clearly that the Goods and any money are the property of Innerspace.
- (c) Until Payment has been made and to the extent permitted by law, the Customer irrevocably authorises Innerspace at any time to enter onto any premises on which:
- (i) the Goods are stored or held to enable Innerspace to inspect the Goods and/or if the Customer is in default under clause 8, to reclaim the Goods. The Customer indemnifies Innerspace and does not hold Innerspace liable in respect of any action taken pursuant to Innerspace's rights under this Agreement; and
- (ii) the Customer has retained records concerning the Goods being held, so as to permit Innerspace to inspect and copy such records when requested by Innerspace.
- (d) The risk in the Goods will pass to the Customer on delivery. The Customer accepts the responsibility for insurance for the Goods from that time, but delivery does not make the Customer the owner of the Goods and ownership only transfers once Payment has been made in full.
- (e) Until final Payment is made in accordance with these Sale Conditions, neither the Customer nor any administrator of the Customer appointed pursuant to any section of the Corporations Act will move any part of the Goods from the location to which it was delivered by Innerspace nor will the Customer sell or contract to sell, mortgage, charge, lease or otherwise dispose of the same or part with possession of the same.

11. PPSR

- (a) This Agreement is a security agreement for the purposes of the PPSA. The Customer grants Innerspace a security interest in the Goods and their proceeds which is a purchase money security interest to the extent that it secures payment of all or part of the Purchase Price for the Goods.
- (b) The Customer consents to Innerspace perfecting any security interest arising in connection with this Agreement

by registering a financing statement on the PPSR and any other applicable security registers in any manner it considers appropriate. The Customer agrees to do anything Innerspace reasonably asks to ensure that the security interest:

- (i) is enforceable, perfected and otherwise effective; and
- (ii) has priority over all other security interests granted by the Customer.
- (c) Innerspace agrees to discharge the security interest in the Goods registered on the PPSR within a reasonable period after title passes to the Customer in accordance with clause 10(a).

12. INSPECTION AND ACCEPTANCE

- (a) The Customer must inspect all Goods on delivery.
- (b) The Customer must notify Innerspace if the Goods or Services delivered are not in accordance with the Quote, Sales Order or Sales Invoice within 7 days of delivery or performance. Failing such notice and to the extent permitted by statute, the Goods or Services and their condition will be deemed to have been delivered or performed and accepted by the Customer.

13. CANCELLATION AND RETURNS

- (a) Innerspace will not accept the return of the Goods delivered to the Customer if the Goods delivered have been accepted or deemed accepted by the Customer, or for change of mind, and cancel the Sales Order, unless Innerspace chooses to do so in its sole discretion.
- (b) If Innerspace accepts a cancellation of the Customer's Sales Order, the Customer agrees to arrange the return of the Goods, at the Customer's sole cost and risk, to Innerspace's nominated returns depot or store, and the Customer agrees to return the Goods in their original condition, in their original unopened and sealed packaging, accompanied by the original Sales Order docket receipt or another form of proof of purchase. The Customer also agrees that Innerspace is entitled to deduct from any refund of the Payment made by the Customer, the cost of the original delivery and an amount that Innerspace reasonably believes reflects the loss to Innerspace in accepting the cancellation, including any storage costs and any mark down of the price of the Goods.
- (c) If, after the Customer has made full payment of the Deposit where required in accordance with the Quote, Sales Order or Sales Invoice but before the Goods are delivered to the Customer, the Customer changes its mind and cancels the Sales Order and Innerspace accepts such cancellation, the Customer agrees that Innerspace is entitled to forfeit the whole of the Deposit paid by the Customer, and charge the Customer with any additional amount that Innerspace reasonably believes to reflect the loss to Innerspace in accepting the cancellation, including any transportation or storage costs and any mark down of the price of the Goods.

14. GUARANTEES

- (a) Innerspace's Goods and Services come with guarantees that cannot be excluded under ACL.
- (b) In respect of Goods supplied pursuant to this Agreement:
- (i) the Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage; and
- (ii) the Customer is 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.

- (c) In respect of Services supplied pursuant to this Agreement,
- (i) for major failures with the Services, the Customer is entitled to:
 - (A) cancel the Customer's contract for Services with Innerspace;
 - (B) a refund for the unused portion, or to compensation for its reduced value; and
 - (C) be compensated for any other reasonably foreseeable loss or damage; and
 - (ii) if the failure of the Services does not amount to a major failure, the Customer is entitled to have problems with the Services rectified in a reasonable time and, if this is not done, to cancel the Customer's contract with Innerspace and obtain a refund for the unused portion of the contract for the Services.

15. EXCLUSIONS AND LIMITATIONS OF LIABILITY

- (a) Subject to any express warranties and any guarantees Innerspace is required to provide under the ACL, and any other applicable laws that cannot be excluded, Innerspace will not be liable to the Customer, or anyone else, to the maximum extent permitted under law, for:
- (i) any liability, damage, loss, cost or expense that is beyond the normal measure that the Customer suffers or incurs from a breach of this Agreement or that is consequential or following, immediate or eventual, flowing from a breach of this Agreement
 - (ii) expenses incurred by the Customer due to any breach of the Agreement
 - (iii) a decision, action or inaction taken in reliance on any information provided by Innerspace or connected with Innerspace's website, or
 - (iv) loss of profit, loss of revenue, loss of business, loss of opportunity, loss of production, loss of goodwill, loss of reputation, loss of contract, loss in replacing or restoring data, loss of anticipated saving, or loss for any financing costs or increase in operating costs, whether any such loss is direct or indirect, or normal or consequential, in nature (or on any other basis).
- (b) To the extent permitted by law, Innerspace will not be liable to the Customer if:
- (i) the Customer uses the Goods or Services after informing Innerspace they are defective;
 - (ii) the defect in the Goods or Services arises because the Customer failed to follow the instructions of either Innerspace or the manufacturer with regards to storage, installation, commissioning, maintenance or use of the Goods or Services;
 - (iii) the Customer removes any manufacturer's serial number from the Goods;
 - (iv) the damage or defect is not caused by a defect in workmanship or material;
 - (v) the Customer alters or repairs the Goods without Innerspace's prior written approval; or
 - (vi) the Goods have been assembled or installed by a person or agent who has not been authorised or approved by Innerspace.
- (c) To the extent permitted by law and subject to clause 12, Innerspace's liability for any non-compliance with a statutory guarantee or loss or damage arising out of or in

connection with the supply of the Goods or Services under this Agreement is limited to:

- (i) in the case of Services:
 - (A) the resupply of the Services; or
 - (B) the payment of the cost of resupply of the Services; and
 - (ii) in the case of Goods:
 - (A) the replacement of the Goods or the supply of equivalent Goods; or
 - (B) the repair of the Goods; or
 - (C) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
 - (D) the payment of the cost of having the Goods repaired.
- (d) The provisions of this clause 15 are not intended to have the effect of excluding, restricting or modifying:
- (i) the application of all or any of the provisions of Part 5-4 of Schedule 2 to the ACL, or
 - (ii) the exercise of a right conferred by such a provision, or
 - (iii) any of Innerspace's liability in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.
- (e) To the extent permitted by law, if Innerspace breaches these Sale Conditions, Innerspace's liability to the Customer (whether in contract, tort, breach of statutory duty or otherwise) will be limited to an amount which will not exceed the total amount paid by the Customer to Innerspace under the Quote, Sales Order or Sales Invoice, as up to the date of such a breach.
- (f) The Customer agrees and declares for Innerspace's benefit that the Customer has relied on their own skill and judgment in entering into the Agreement, and the Customer has not relied on any statement or representation given on behalf of Innerspace by any person.

16. DEFAULT BY THE CUSTOMER

- (a) If the Customer defaults by non-payment or non-performance of any obligation under this Agreement or if any proceedings under any bankruptcy, liquidation or insolvency laws are started by or against the Customer, Innerspace will have the right to exercise any one of the following remedies:
- (i) declare all unpaid amounts of the Sales Invoice to be immediately due and payable;
 - (ii) require the Customer to make available all documentation and to assemble such parts of the Goods which has not been paid for and to make the same available at a time and place reasonably convenient to Innerspace;
 - (iii) take possession without demand or notice (where the right to demand or notice is expressly waived by the Customer under this clause) of all parts of the Goods as yet unpaid for;
 - (iv) sell, lease or otherwise dispose of the Goods publicly or privately;
 - (v) terminate this Agreement in whole or in part; and/or
 - (vi) pursue any other remedies existing at law or in equity.
- (b) In addition to any other payment obligations under the Agreement, the Customer agrees to pay to Innerspace all costs and expenses, including reasonable legal fees and

costs incurred by Innerspace, in exercising any of the rights and remedies Innerspace is entitled to.

17. INTELLECTUAL PROPERTY

- (a) A party's Intellectual Property Rights remain the exclusive property of that party (or, where applicable, the third-party licensor from whom that party derives the right to use them). No rights or obligations in respect of a party's Intellectual Property Rights other than those expressly stated in this Agreement are granted to the other party or are to be implied from this Agreement.
- (b) Innerspace indemnifies the Customer against any legal action arising out of or in any way connected with any infringement of any Intellectual Property Rights arising out of any Goods or Services provided by Innerspace to the Customer.
- (c) The Customer indemnifies Innerspace against any legal action arising from any designs furnished by the Customer to Innerspace and warrants that these designs will not cause Innerspace to infringe any Intellectual Property Rights of any third party.
- (d) The Customer acknowledges and agrees that the Intellectual Property Rights in any design, drawing, investigation, bills of material, software, data and general material, or other activities carried out by Innerspace specifically associated with the subject of the Quote, Sales Order or Sales Invoice remains Innerspace's property, unless otherwise stated in the Sales Invoice.

18. CONFIDENTIALITY

Innerspace undertakes not to disclose at any time any Commercial Information or personal information associated with the Quote, Sales Order or Sales Invoice, and to keep such material strictly confidential and in compliance with Innerspace's Privacy Policy.

19. SITE ACCESS AND INSURANCE

- (a) **Access:** the Customer must provide Innerspace with access (at no charge to Innerspace) to the Customer's premises and/or other site for delivery and installation of the Goods and performance of the Services (as applicable) as required by Innerspace. Innerspace will give reasonable notice of the time of commencement on site. Innerspace will advise the Customer as soon as possible of any problems with access to the site.
- (b) **Insurances:** Innerspace undertakes to:
 - (i) ensure that all persons in Innerspace's employ are covered by workers' compensation insurance in accordance with applicable state and territory legislation;
 - (ii) maintain public liability insurance policy with coverage of at least \$20,000,000 for each and every occurrence and in the aggregate for all occurrences in any 12 months period in respect of this Agreement; and
 - (iii) maintain a product liability insurance policy with coverage of at least \$20,000,000 per each occurrence and in the aggregate for all occurrences in any 12 month policy period in respect of this Agreement.
- (c) **Site Facilities:** Site facilities as described on the face of the Quote, Sales Order or Sales Invoice will be provided by the Customer. It is the Customer's responsibility to check that these site facilities are satisfactory and to make arrangements for further facilities where required. Site tests should be carried out as soon as practicable after placement of site facilities, where the Customer will provide at least 7 days' notice to Innerspace prior to testing the readiness of the site.

20. FORCE MAJEURE

If Innerspace is prevented, hindered or delayed in performing any of its obligations under this Agreement by reason of a Force Majeure Event, Innerspace may in its absolute discretion give prompt notice of such Force Majeure Event to the Customer, in which case:

- (a) Innerspace is not in breach of this agreement or otherwise liable for any such failure or delay in the performance of its obligations;
- (b) Innerspace must notify the Customer on writing when the relevant Force Majeure Event is removed or has ceased; and
- (c) Innerspace must resume performance of its obligations as soon as reasonably practicable after the relevant Force Majeure Event is removed or has ceased.

21. GENERAL

- (a) The Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.
- (b) The Customer shall not transfer assign any rights or obligations under this Agreement to any third party without Innerspace's written consent.
- (c) No failure to exercise or any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting the waiver unless it is made in writing.
- (d) Innerspace may give the Customer notice by email, post or personal service. The Customer may give Innerspace written notice via email: sales@innerspacewa.com.au, or by post: 509 Murray Street, Perth, WA 6000.
- (e) If a provision of these Sale Conditions is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of these Sale Conditions. All other provisions of these Sale Conditions remain in full force and effect.
- (f) The Agreement is governed by the law applicable in Western Australia, Australia and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia.