



GENERAL TRADING TERMS & CONDITIONS OF SALE (“TERMS”)

General

1. These Terms and Conditions (“Conditions”) apply to all contracts between 4G Expo Pty Ltd (ACN 636 907 278) trading as 4G Expo (ABN 85 636 907 278) (4G Expo) and the purchaser (“Purchaser”) of any goods, products, materials (“Goods”) and/or Services supplied by 4G Expo on credit (if sold or supplied on credit) or otherwise (“Contract”).
2. These Conditions will prevail over any terms, conditions, representations or understandings between the Purchaser and 4G Expo in relation to the Goods and/or Services, whether or not any inconsistency arises.
3. 4G Expo expressly rejects any conditional order made by the Purchaser unless agreed to previously in writing.
4. A contract is formed when 4G Expo receives any purchase order, or other written or verbal acceptance, and either sends a written acceptance to the Purchaser, dispatches the Goods or commences the provision of Services pursuant to an order. At the formation of a contract, you are deemed to have accepted these Conditions in their entirety.
5. It is expected that stock will be available within 15 mins of the commencement of the booking time. Any delays after this time will be charged at the hourly rate.
6. Delays due to unforeseen circumstances out of the control of 4G Expo will be charged back to the purchaser at the hourly rate.
7. Unless specifically listed, quotations do not include additional lifting equipment such as scissor, boom or materials lifts. If required, we are happy to hire on your behalf, with the costs being reimbursed upon invoice receipt. We will supply, upon request, a maximum of 2 x 1.8m ladders.
8. 4G Expo will provide industry standard tools necessary to carry out the works required. Additional tools required must be advised prior to commencement of the job and may be subject to a surcharge.
9. Work on a Public Holiday will be charged at double time.
10. Time spend at mandatory site inductions are not included in this quote and will be charged in 15-minute increments.
11. A cancellation fee of 40% of the quoted job value will apply to shifts cancelled less than 24 hours before the start time.
12. Unless specifically stated, wrapping and strapping are not included in this quote. Should these items be required, a surcharge will apply. It is your responsibility to ensure there are suitable materials available for

the repacking of your goods upon the dismantle. If, in our opinion, further packaging materials are required to ensure the safety or to prevent damage to your goods, we will supply these, and add this to your invoice.

13. 4G Expo will take all reasonable care during the assembly and dismantle of your product. However, no responsibility will be taken for any damage caused. Should products arrive damaged in anyway, we will contact you for your instructions.

15. Unless specifically stated, forklift services are not included in this quote. A price is available upon request.

16. Storage of client materials during events is not included. This will need to be arranged with the venue. Alternative arrangements can be made upon request. Surcharges apply.

17. Transport and storage of your goods by us at your request, is at your own risk. While all care will be taken, 4G Expo will not be responsible for any damage caused to your goods while in transit, or storage. It is suggested you insure your goods against any possible loss or damage.

18. Where you request or require an employee of 4G Expo to drive a motor vehicle that you supply, you agree to indemnify and to keep indemnified, the employee and / or 4G Expo Pty Ltd against any loss or damage to the vehicle and / or its contents, however that loss or damage may occur. In the event of wilful damage, you agree that you will indemnify 4G Expo Pty Ltd against any action or claim, and such action or claim will be made directly to the person causing such damage.

19. You agree that full build plans will be provided. It is preferable that a hard copy of all build plans be included with the build stock, however electronic copies are acceptable with prior notice. Any changes or updates to plans after the stock has been dispatched must be in writing and sent via e-mail. Should no hard-copy of plans be supplied, 4G Expo will, if it is deemed necessary, create hard-copies of the plans. Charges may apply.

20. Shifts commencing between 2300 hrs, and 0600 hrs carry a surcharge of 10% of the hourly rate.

Quotations

21. Unless otherwise stated by 4G Expo, quotations are valid for 30 days.

22. 4G Expo may withdraw, revoke or vary any quotation at any time at its absolute discretion.

23. Quotes are supplied based on the estimated time you have indicated. Actual hours worked may affect the final invoice total, with the exception of fixed price jobs.

Orders and Prices

24. 4G Expo reserves the right to accept or decline, in whole or in part, any order for Goods and/or Services placed by the Purchaser.

25. Unless otherwise agreed by the parties, orders received for out of stock Goods will be placed on back order. All backorders will be charged at the price prevailing at the time of the original order. 4G Expo will not be liable for any loss or damage that the Purchaser may suffer in connection with Goods being out of stock.

26. Unless otherwise stated, all prices for Goods are exclusive of all applicable taxes and charges. Where the Goods sold are subject to GST, the Purchaser is liable to pay any applicable amount of GST at the same time as payment for Goods is made.

27. The prices and product specifications contained in 4G Expo's price lists or any information provided by 4G Expo to the Purchaser are subject to change at the absolute discretion of 4G Expo and without notice to the Purchaser.

28. Unless agreed otherwise, prices quoted include 4G Expo's standard packing arrangements.

29. Any order under \$150 (excluding GST) will incur a handling fee as may be set by 4G Expo from time to time.

Health and Safety

30. All work must and will be carried out within all relevant Occupational Health and Safety requirements. 4G Expo will, at its sole discretion, decide if any task or job falls outside of these requirements. If at any time the task, job or work is deemed unsafe, you agree to rectify the unsafe aspect at your own cost, or reimburse any costs incurred by us to ensure the safety of all personnel. Where the unsafe aspect is unable to be rectified, due to, but not limited to, weather, location, weight etc, discussions will be made with you to seek an alternative option.

31. All electrical equipment, including but not limited to, lighting fixtures, extension leads, power boards, televisions and the like, must be fitted with a current Electrical Test Tag. Should an electrical item you supply not be fitted with a current tag, 4G Expo may, at our sole discretion, refuse to use the item. You will be contacted for your instructions. Should we be unable to obtain clear instructions from you, you agree that 4G Expo may take any action they deem necessary in order to rectify the situation.

Delivery

32. All orders are subject to delivery fees payable by the Purchaser.

33. 4G Expo will endeavour to dispatch all standard orders as soon as practicable, however it will not be responsible for any loss or damage associated with Goods being dispatched late.

34. Any time or date for completion and/or delivery of the Goods and/or Services provided by 4G Expo to the Purchaser is an estimate only and does not constitute a representation, or term of the Contract, nor shall it be part of the description of the Goods and is not of the essence of the contract.

35. 4G Expo is deemed to have delivered the Goods when they are collected by the Purchaser or when they are made available for unloading at the Purchaser's nominated delivery point (whichever occurs first).

Payment

36. Time for payment for any Goods and/or Services is of the essence.

37. Unless otherwise agreed in writing by 4G Expo and the Purchaser, payment for the Goods and/or Services must be made by the Purchaser in accordance with the invoice issued by 4G Expo to the Purchaser. 4G Expo may, at its absolute discretion, require the Purchaser to pay a deposit.

38. Where the Purchaser has an approved credit account with 4G Expo, the Purchaser must ensure that payment for the Goods is made within 30 days from the end of the month in which the invoice is issued, or such other date for payment as 4G Expo and the Purchaser agree in writing. If the Purchaser exceeds the Purchaser's approved credit account limit, all further Goods and/or Services provided by 4G Expo to the Purchaser must be paid on a cash-on-delivery basis.

39. 4G Expo reserves the right to cancel the Purchaser's credit account: a. at any time, at its absolute discretion, without any notice to the Purchaser; and/or b. if the Purchaser's credit account remains inactive for more than 3 months; c. if the Purchaser does not comply with the approved account terms.

40. 4G Expo, at its absolute discretion, may refuse delivery of the Goods and/or the provision of Services and acceptance of any other orders from the Purchaser until the Purchaser pays to 4G Expo any amounts owed

or contingently owed for any reason whatsoever by the Purchaser to 4G Expo whether under this or any contract or GENERAL TRADING TERMS & CONDITIONS OF SALE (“TERMS”) otherwise.

41. 4G Expo reserves the right to charge interest on any outstanding amount from the date it becomes outstanding for payment to the date payment is received at the rate of 21% per annum compounded daily. All payments made by the Purchaser will first be applied to the accrued interest.

42. Payments made by credit card may be subject to a surcharge.

Risk and Retention of Title

43. Unless otherwise provided in these Conditions, the Goods and/or Services supplied by 4G Expo to the Purchaser shall be at the Purchaser’s sole risk immediately upon their delivery to the Purchaser.

44. The Purchaser agrees that title to Goods is retained by 4G Expo until 4G Expo receives from the Purchaser: a. payment in full for the purchased Goods; and b. all other monies owing by the Purchaser to 4G Expo at any time.

45. Where the Goods comprise a number of items, the property of 4G Expo in each item comprising the Goods will not pass to the Purchaser for any individual item until payment in full is received for all items.

46. Prior to title in the Goods passing to the Purchaser, the Purchaser agrees that: a. it acts as bailee of the Goods until such time as property in them passes to the Purchaser and that this bailment continues for each item of the Goods until the price has been paid in full; b. it must keep the Goods in good and merchantable condition and fully insure the Goods against loss or damage however caused; c. it must not sell the Goods except with the prior written consent of 4G Expo or in the ordinary course of the Purchaser’s business, provided that any such sale is at arms’ length and on market terms; d. any proceeds of re-sale, insofar as they relate to the Goods shall be held on trust for 4G Expo in a separate account; and e. it must not create any encumbrance over the Goods which is inconsistent with 4G Expo’s title and ownership of the Goods.

Advertising material

47. All descriptions, specifications, illustrations, drawings and/or any other information contained in catalogues, price lists or other advertising material of 4G Expo or elsewhere are approximations only. They are intended by 4G Expo to be a general description for information and identification purposes only and do not create a sale by description.

Returns and Cancellations

47. 4G Expo cannot accept returns of all custom-made or specially produced Goods.

48. Any cancelled orders will result in the Purchaser being liable for the greater of any costs incurred and/or loss suffered by 4G Expo or 50% of the order price.

49. Except as provided otherwise by the ACL, returns of all other Goods are subject to prior approval of 4G Expo at its absolute discretion upon a written request by the Purchaser made within 7 days from the date of delivery. Goods must be unused, undamaged and in their original packaging.

50. All credit for Goods that have been approved for return: a. is subject to a restocking fee equivalent to 15% of the invoiced value of the returned Goods; and b. must be used within 6 months from the date of its grant to the Purchaser.

51. The Purchaser must bear any costs associated with the return of the Goods.

Inaccuracies

52. The Purchaser must check all Goods received as soon as they are delivered and all Services as soon as they are rendered and must notify 4G Expo in writing of any inaccuracies or short supply of Goods or any fault, damage or defect in Goods and/or Services within 7 days of their delivery.

53. If the Purchaser notifies 4G Expo under clause 52, 4G Expo may, at its absolute discretion, replace or give a credit for the Goods and/or Services.

54. If the Purchaser does not notify 4G Expo under clause 52, 4G Expo will not be responsible for any loss or damage arising out of or resulting from such inaccuracies or short supply of the Goods, or fault, damage or defect in the Goods and/or Services.

55. The Purchaser will be deemed to have accepted the Goods and/or Services after 7 days from the date of their delivery, unless within that time the Purchaser has notified 4G Expo under clause 52.

Warranty and Liability

56. 4G Expo acknowledges that where the ACL applies with respect to the Goods and/or Services, certain guarantees and rights are provided by the CCA and ACL.

57. Where the ACL applies with respect to any supply of the Goods and/or Services to the Purchaser: (a) any rights provided to the Purchaser by the ACL or CCA that by statute cannot be excluded that are inconsistent with any term of these Conditions are to prevail over any terms of these Conditions to the extent of the inconsistency; (b) nothing in these Conditions purports to derogate from or exclude any rights provided by the ACL or CCA that by statute cannot be excluded or modified.

58. 4G Expo makes no express warranties or representations in relation to the Goods and/or Services supplied by it.

59. 4G Expo will not be responsible in any way whatsoever for the consequence of any representation or conduct made or any advice given in connection with the Goods and/or Services whether by its employees, agents or sub-contractors or otherwise to the Purchaser or any third parties. The Purchaser agrees that all such representations and/or advice are/is accepted or relied upon by the Purchaser entirely at the Purchaser's risk.

60. 4G Expo's liability to the Purchaser or any third parties (whether arising under statute, 4G Expo Pty Ltd (ACN 636 907 278) t/as 4G Expo (ABN 85 636 907 278) contract, tort (including negligence), equity or otherwise)) for any defect in the Goods, or the quality of the Goods and/or Services, will in all cases be limited to the cost of repair or replacement of such Goods or re-provision of the Services.

61. Subject to clause 57, to the extent permitted by statute, all warranties, conditions and guarantees (whether express, implied or applied, and whether given by 4G Expo, the manufacturer or a third party) pertaining to or in connection with the Goods and/or Services and any obligation of 4G Expo to repair, replace or refund any Goods and/or provide the Services again are excluded.

62. 4G Expo will not be liable for any consequential loss or damage of any kind suffered by the Purchaser as a result of the supply of the Goods and/or Services by 4G Expo to the Purchaser.

Indemnity

63. The Purchaser agrees to indemnify and hold 4G Expo harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by 4G Expo, and from and against all actions, proceedings, claims or demands made against 4G Expo, arising: a. as a result of the Purchaser's failure to comply with any

laws, rules, standards or regulations applicable in relation to the Goods and/or Services or the use of the Goods and/or Services; b. as a result of any other negligence or other breach of duty by the Purchaser's in connection with the Goods and/or Services; and/or c. as a result any breach of these Conditions by the Purchaser.

Waiver

64. Any failure or delay by 4G Expo to enforce any of its rights under these Conditions does not operate as a waiver of those rights.

Repossession of Goods

65. In the event of default by the Purchaser, 4G Expo may retake possession of the Goods. All costs of such repossession must be paid by the Purchaser. Such right shall be without prejudice to 4G Expo's any other rights.

66. The Purchaser authorises 4G Expo and its agents and servants to enter into the Purchaser's premises without notice at any time for the purposes of examination and recovery of goods.

Cost Recovery

67. Any expenses, costs or disbursements incurred by 4G Expo in recovering any outstanding monies owing by the Purchaser, including debt collection fees and solicitor client legal costs, must be paid by the Purchaser on a full indemnity basis.

PPSA

68. The Purchaser acknowledges and agrees that 4G Expo may register a security interest in the Goods at any time before or after delivery of the Goods. The Purchaser waives its right under s157 of the PPSA to receive notice of any verification of the registration.

69. If the Purchaser defaults in the performance of any obligation owed to 4G Expo under these Conditions, 4G Expo may enforce its security interest in any Goods by exercising all or any of its rights under these Conditions or the PPSA.

70. To the extent permitted by law, the Purchaser and 4G Expo agree that the following provisions of the PPSA do not apply to the enforcement by 4G Expo of its security interest in the Goods: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 137, 142 and 143.

71. The Purchaser must promptly do anything reasonably required by 4G Expo to ensure that 4G Expo's security interest is a perfected security interest and has priority over all other security interests in the Goods.

72. Nothing in clauses 68 - 71 is limited by any other provision of these Conditions or any other agreement between the parties.

73. If a term used in clauses 68 - 71 has a particular meaning in the PPSA, it has the same meaning in those clauses.

Entire agreement

74. Every contract for the supply of Goods and/or Services pursuant to an order incorporates these Conditions and constitutes the entire agreement between 4G Expo and the Purchaser. All prior negotiations, proposals, previous dealings, correspondence, trade custom and/or trade usage are superseded by and will not affect the interpretation of that contract.

75. The Purchaser acknowledges, represents and warrants to 4G Expo that in any decision or matter concerning or in connection with any Goods and/or Services it has relied solely on the terms expressed in these Conditions and in writing in an order for the supply of Goods and/or Services and has not relied on any prior negotiations, proposals, representations, or conduct of 4G Expo or 4G Expo's employees or agents.

Variation

76. These Conditions may be varied unilaterally by 4G Expo at its sole discretion.

77. Any variation to these Conditions will apply to every order made by the Purchaser and accepted by 4G Expo after the expiry of 7 days' notice of the variation to the Purchaser. Notwithstanding any other provision of these Conditions, notice may be effected for the purpose of this clause by provision of the varied Conditions to the Purchaser or by publication on 4G Expo's website.

78. No variation to these Conditions will apply with respect to any order already made by the Purchaser and accepted by 4G Expo unless notice is given under clause 61.

Default and Termination

79. 4G Expo may issue a notice of default in the event of a breach of this Contract by the Purchaser by giving 7 days for the default to be remedied.

80. Each of the following occurrences constitutes an event of default: a. the Purchaser breaches or is alleged to have breached these Conditions for any reason (including, but not limited to, defaulting on any payment due under these Conditions) and fails to remedy that breach within the timeframe stipulated in clause 79; b. the Purchaser, being a natural person, commits an act of bankruptcy; c. the Purchaser, being a corporation, is subject to: i. a petition being presented, an order being made or a meeting being called to consider a resolution for the Purchaser to be wound up, deregistered or dissolved; ii. a receiver, receiver and manager or an administrator under Part 5.3A of the Corporations Act 2001 (Cth) being appointed to all or any part of the Purchaser's property and undertaking; or iii. the entering of a scheme of arrangement (other than for the purpose of restructuring); d. the Purchaser purports to assign its rights under these Conditions without 4G Expo's prior written consent; e. the Purchaser ceases or threatens to cease conduct of its business in the normal manner.

81. Where an event of default occurs, except where payment in full has been received by 4G Expo, 4G Expo may: a. terminate the Contract; b. terminate any or all orders and credit arrangements (if any) with the Purchaser; c. refuse to deliver Goods or provide further Services; d. pursuant to clauses 65 - 66, repossess any Goods delivered to the Purchaser, the payment for which has not been received; or e. retain (where applicable) all money paid on account of Goods or Services or otherwise.

82. On the occurrence of an event of default all invoices issued by 4G Expo to the Purchaser will become immediately due and payable.

Notice

83. Where, pursuant to these Conditions, a party is required to give notice to the other party, such notice must be: a. in writing; and b. signed by a person authorised by the sender.

84. A notice is deemed to have been given and served on a party: a. if delivered personally, on the same day on which it was delivered; b. if sent by post, it is taken to have been given on the day it would have been delivered in the ordinary course of post; c. if sent by fax, at the time recorded on the transmitting machine; d. if sent electronically, at the "time of dispatch" within the meaning of section 13 of the Electronic Communications Act 2000 (SA).

Privacy and Credit Reporting

85. 4G Expo may collect information in relation to the Purchaser, for the purpose of providing the Goods and/or Services, in accordance with the laws relating to the collection and disclosure of personal information under the Privacy Act 1998 (Cth) as amended from time to time.

86. Where the Goods and/or Services are supplied on credit, the Purchaser irrevocably authorises 4G Expo, its employees and/or agents to make such inquiries as are deemed necessary to investigate the Purchaser's credit worthiness, including (without limitation) the making of inquiries from persons nominated as trade referees, bankers, or any other credit providers (Information Sources) or credit reporting agencies, and the Purchaser authorises the Information Sources to disclose such information to 4G Expo.

Force Majeure

87. 4G Expo will not be responsible for any delay in or failure of performance of supply or delivery of Goods and/or Services caused by circumstances beyond its control including but not limited to, strikes, lock-outs, labour disturbances, acts of government, riot, civil war, commotion, fire, flood, failure of power supply or similar event and shall not be liable for any consequential loss, damage, expense or claim suffered by the Purchaser or any other party as a result of any such event.

Severance

88. If a court of competent jurisdiction decides that any part of these Conditions is invalid or unenforceable, then that part of the Conditions will be modified (if possible) so as to make it enforceable. If it cannot be modified, then it will be severed, and the rest of the Conditions will continue to operate.

Applicable Law

89. This Contract is governed by the law of South Australia.

90. Any legal action in relation to each contract against any party or its property may be brought in any court of competent jurisdiction in the state of South Australia, and the parties submit to the non-exclusive jurisdiction of that state.

91. To the extent permitted by law, the Sale of Goods Act 1895 (SA) does not apply to any contract between 4G Expo and the Purchaser.

Interpretation

92. In these Conditions: a. ACL means the Australian Consumer Law which is contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth); b. CCA means the Competition and Consumer Act 2010 (Cth); c. Goods means any item of whatsoever nature, including any packaging supplies and/or material, which is sold, to be sold by 4G Expo to the Purchaser; d. GST means the tax payable on certain goods within the meaning of the GST Act; e. GST Act means the A New Tax System (Goods and Services Tax) Act 1999 and any related legislation imposing such tax or legislation that is enacted to validate, recapture or recoup such tax; f. Purchaser means a person who acquires Goods and/or Services from 4G Expo; g. PPSA means the Personal Property Securities Act 2009 (Cth); h. Services means any services performed or provided by 4G Expo in connection with any request by the Purchaser in relation to the Goods.