

GENERAL TERMS AND CONDITIONS OF COMMERCIAL CREDIT ACCOUNT, SALE AND SECURITY AGREEMENT

This Commercial Credit Account, Sale and Security Agreement (**Agreement**) constitutes a security agreement pursuant to the PPS Act. The Company reserves the right to refuse credit, suspend or withdraw credit facilities at any time without explanation or notice.

TERMS

In consideration of the Company providing the facilities of a commercial credit trading account (not for private use or purpose) the Customer agrees to be bound by and will adhere to the terms of this Agreement (the receipt of a copy of which is hereby acknowledged) and the Customer fully understands that the terms of this Agreement include:

- a) retention of title provisions;
- b) the right of the Company to require payment on demand of any amount owing, notwithstanding any previous indulgences;
- c) rights of the Company to recover interest, and fees and other expenses (including legal fees and collection agency fees), in default of payment;
- d) terms limiting the liability of the Company for damages, and giving the Company the right to nominate the jurisdiction in which any legal proceedings may be instituted and prosecuted; and
- e) the grant of a security in all and any sale of Goods under this Agreement which the Company may register on the Personal Property Securities Register.

1. Definitions

Agreement means this Commercial Credit Account, Sale and Security Agreement including the terms and conditions therein and any ancillary agreements entered into between the Company and the Customer.

Collateral means the Goods and Services provided or to be provided pursuant to this Agreement or any ancillary purchase order, quotation, invoice or other document over which the Company may register (or intend to register) a security interest on the PPS Register.

Company means ARA Fire Protection Services Pty Limited ABN 19 002 051 041 or any related entity or subsidiary named in any correspondence relevant to the Agreement, including but not limited to Austratronics Pty Limited ABN 41 072 183 094 trading as Wheeler Industries, ARA Marine Pty Ltd ABN 32 003 437 527, Fire Suppression Services Pty Ltd ABN 65 120 210 424 and Oceanlink Marine Services Pty Ltd ABN 78 622 161 979.

Consequential Loss means any indirect, special or consequential loss, including (without limitation):

- a) exemplary, punitive, aggravated or nominal damages;
- b) loss of profit or anticipated profit, loss of revenue, loss of time, loss of goodwill, loss of contract, loss of business or business opportunity, loss of financial opportunity, loss of use (including the loss of use of equipment or associated equipment, loss of facilities or services and downtime costs), loss of production, loss of investment return, or loss of income, whether the loss is direct or indirect;
- c) increase in direct or indirect financing costs, or failure to realise anticipated savings; or
- d) any loss, damage, cost, expense or liability that is not fairly and reasonably:
 - i) considered to arise naturally (being according to the usual course of things) from a breach of this Agreement or relevant matter; or
 - ii) contemplated by the Company and the Customer as at the date of this Agreement as the probable result of a breach or relevant matter,whether present or future, fixed or unascertained, actual or contingent.

COVID-19 Event means any of the events set out below that specifically relate to the COVID-19 coronavirus global pandemic (including related epidemic, pandemic or disease outbreak) which have the effect of delaying and/or preventing the Company from performing its obligations under the Agreement:

- a) the act of any government or authority;
- b) the declaration of a state of emergency, or the invocation of lockdown or martial law having an effect on commerce generally; and

- c) any other cause, impediment or circumstance beyond the reasonable control of any party within the Company's supply chain whose consequences could not be avoided under this Agreement.

Customer means the customer identified in the Commercial Credit Account, Sale and Security Agreement including any application to enter into the Commercial Credit Account, Sale and Security Agreement.

Force Majeure Event means any act or event beyond the Company's control which delays the Company in performing its obligations pursuant to this Agreement and includes (without limitation):

- a) acts of God, acts of the Customer, acts of civil or military authority, priorities, fire, strikes or other labour disturbances, floods, cyclones, war, riots, invasions, hostility between nations, civil insurrection, military coup or act of a foreign enemy, delays in transport or car shortages, epidemic, pandemic or quarantine;
- b) causes beyond the Company's reasonable control resulting in it being unable to obtain necessary labour, drawings, materials, components or manufacturing facilities;
- c) a COVID-19 Event; and
- d) any other act or event which could not be reasonably foreseen, prevented, overcome or remedied by the Company expending a reasonable sum or money or exercising reasonable steps.

Goods means goods (including equipment) supplied by the Company to the Customer, or goods ordered by the Customer but not yet supplied and includes goods described in this Agreement, on any purchase order, quotation, invoice or any other document, including any recommendations and advice from the Company to the Customer. For the avoidance of doubt, a reference to Goods for the purposes of this Agreement may also be taken generally to refer to Services.

Mixed Goods refers to Goods whereby:

- a) the Customer makes a new object from those Goods, whether finished or not; or
- b) the Customer mixes or otherwise comingles the Goods with other articles, goods or products; or
- c) the Goods become part of another product.

PMSI means a Purchase Money Security Interest.

PPS Act means the *Personal Property Securities Act 2009* (Cth).

PPS Register means Personal Property Security Register.

Price means either:

- a) the cost of Goods or Services as specifically agreed between the Company and the Customer; or
- b) in the absence of any prior agreement, as set by the Company (which shall be subject to change from time to time at the Company's discretion without notice.

Services means any services supplied by the Company to the Customer, or Services requested by the Customer but not yet performed and includes and services described in this Agreement, on any purchase order, quotation, invoice or any other document, including any recommendations and advice from the Company to the Customer.

2. All Agreements

- 2.1 Except as otherwise agreed by the Company, the terms and conditions of this Agreement shall apply in relation to all sales of Goods and performance of Services by the Company to the Customer and to all purchase orders placed with the Company pursuant to the Customer's credit account with the Company. In the event of any inconsistencies with prior issued terms and conditions, the Customer acknowledges and agrees that the terms of this Agreement prevail to the extent of any inconsistency in respect of Goods purchased by the Customer or Services requested by the Customer from the Company under its credit account.
- 2.2 Any additional or different terms and conditions to those set out in this Agreement as may be provided in any communication from the Customer are rejected by the Company and shall not be effective or binding on the Company unless expressly agreed to by the Company's duly authorised representative in writing.
- 2.3 The terms in this Agreement are in addition to and in no way intended to limit, vary or exclude any rights conferred by the conditions and warranties implied by the Competition and Consumer Act 2010 (Cth) or by any similar legislation of a State or Territory in Australia which prohibits such limitation, variation or exclusion.
- 2.4 The Company may from time to time, by notice to the Customer, vary, amend or supersede this Agreement, including any credit limits set by the Company. Unless or except specifically excluded herein, the Company retains any rights and remedies available in any prior or pre-existing agreement.
- 2.5 Prices of Goods and Services are subject to change without notice.

- 2.6 Any request from the Customer to the Company for the supply of the Goods or performance of Services on credit shall constitute acceptance of this Agreement.
- 2.7 The Customer acknowledges that where the Customer consists of more than one party or entity, liability shall be joint and several.
- 2.8 The Customer agrees to execute any document necessary to grant in favour of the Company any security interest over the Customer's present and after acquired property, all monies mortgage over a land or any other security over a land. The Customer also consents to the Company's lodgement of any caveat(s) over any of the Customer's land in any location.
- 2.9 Any clerical, administrative, spelling or grammatical errors are subject to correction and do not bind the Company.
- 2.10 The Customer's rights under this Agreement are not assignable or transferrable.
- 2.11 None of the Company's agents or representatives, other than an authorised manager or officer, are authorised to make any representations, statements, conditions or agreements, and the Company shall not be deemed to be bound by any such unauthorised actions or representations.
- 2.12 For the avoidance of doubt, where the Customer does not issue the Company a purchase order but instead issues the Company any form of correspondence with the effect of expressing the Customer's intention for the Company to supply to it any Goods or services (such as by way of email directing the Company to fulfil such supply), such communications shall be treated as purchase orders for the purposes of this Agreement.

3. GST

- 3.1 Trade prices quoted are exclusive of GST. The Customer must pay the Company an additional amount for any GST payable in respect of any taxable supply made under or in connection with the Agreement, provided the Company issues the Customer with a tax invoice in respect of that taxable supply.
- 3.2 If there is an adjustment event in relation to the taxable supply:
 - a) the Company must refund to the Customer the amount by which the GST paid by the Customer pursuant to clause 3.1 exceeds the adjusted GST on the taxable supply; or
 - b) the Customer must pay to the Company the amount by which the adjusted GST on the supply exceeds the amount of GST paid pursuant to clause 3.1.
- 3.3 Any other taxes (excluding income taxes), duties, fees, charges or assessments of any nature levied by any government authority in connection with the Agreement shall be paid directly by the Customer to the governmental authority concerned. If the Company is required by law or otherwise to pay such a levy and/or fines, penalties or assessments in the first instance or as a result of the Customer's failure to comply with any applicable laws or regulations governing the payment of such levies by the Customer, the customer will indemnify the Company in full and if the Company pays any amount under this clause 3.3 then the Customer shall immediately reimburse the Company upon submission of the Company's invoices.

4. Quotations

- 4.1 Any quotations provided by the Company remain open for acceptance for a period of thirty (30) days from the date of quotation after which point the quotation will lapse and no longer be capable of being accepted unless the Company, in its absolute discretion agrees to the Customer's late acceptance of the quotation or otherwise revises the Price set out in the quotation and re-issues it to the Customer.

5. PPS Act

- 5.1 Where a commercial credit account has been approved by the Company in accordance with this Agreement, the Customer consents to the Company registering on the PPS Register, a security interest in all and any sale of Goods and/or Services under this Agreement including in all of the Customer's present and after-acquired property.
- 5.2 The Customer consents to the Company creating and maintaining a registration on the PPS Register in any required form, in relation to any security interest contemplated or created by the Agreement (including a security interest as defined in the PPS Act) and agrees to execute any documents, provide all relevant information and co-operate fully with the Company to ensure that the Company has a perfected security interest and, if applicable, a PMSI.
- 5.3 The Customer warrants that all purchases under this Agreement are for commercial purposes only and accordingly the *National Consumer Credit Protection Act 2009* (Cth) will not apply.
- 5.4 To the extent permitted by law, the Customer and the Company agree to contract-out of the enforcement provisions of section 115 of the PPS Act to the extent that the section applies for the benefit of, and does not impose a burden on, the Company.
- 5.5 The Customer waives its right to receive a notice of a verification statement in relation to a registration by the Company on the PPS Register and a copy of any financing statement or any financing charge statement registered by the Company in respect of the security interest created by this Agreement.

- 5.6 If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising in connection with this Agreement, the Customer agrees that the sections 95, 96, 121(4), 125, 130, 132(3)(d), 132(4), 134(1), 135, 142, and 143 of the PPS Act will not apply to this Agreement.
- 5.7 The Company agrees with the Customer not to disclose any information under section 275(1) of the PPS Act except in circumstances required by sections 275(7)(a)-(e) of the PPS Act.
- 5.8 The Customer agrees that, until all monies owing to the Company are paid in full, it shall not sell or grant any other security interest in the collateral without prior written consent of the Company.
- 5.9 The Customer agrees to reimburse the Company, on demand, for all costs and expenses incurred or payable by the Company in relation to registering or maintaining any financing statement, releasing in whole or in part the Company's security interest of any other document in respect of any security interest.

6. Payment

- 6.1 Unless otherwise specified by the Company in writing, payment of the Price must be made by the Customer within fourteen (14) days of the date of an invoice issued by the Company. Time for payment for the Goods is otherwise of the essence. In the event an invoice is overdue, the Company may suspend the provision of Goods until payment is made without incurring any liability to the Customer.
- 6.2 Interest will be charged on overdue amounts at the rate of ten percent (10%) per annum, calculated daily.
- 6.3 The Customer acknowledges and agrees that it may be required to pay the Company a reasonable surcharge where payment of an invoice is made using a credit card. For the avoidance of doubt, the surcharge payable shall not exceed 2% of the value of the relevant invoice.
- 6.4 The Customer indemnifies the Company from and against all loss, damage, cost, or expense incurred by the Company in pursuing any sums owed by the Customer (including where a change of control of ownership of the Customer has occurred), and any loss, damage, cost or expense (including legal and/or collection agency costs) incurred in the recovery of any overdue amounts shall be recoverable by the Company as a debt due by the Customer.
- 6.5 The Customer shall be liable for, and expressly undertakes to pay all fees and costs (including an administration fee in an amount to be set from time to time by the Company) incurred as a result of any cheque or electronic banking transaction being dishonoured for whatever reason.
- 6.6 In the event of bankruptcy or insolvency of the Customer, or in the event any proceeding is commenced against the Customer voluntarily or involuntarily under bankruptcy or insolvency laws, the Company shall be entitled to cancel any purchase order made by the Customer outstanding at any time during the period allowed for filing claims against the Customer, and shall receive reimbursement for its reasonable and proper cancellation charges.
- 6.7 The Company, at its discretion, may retain possession of Goods repaired, modified, inspected, maintained or serviced under this Agreement until the Price for Goods is paid in full. If monies owing for Goods are not paid within sixty (60) days from the date of the relevant tax invoice, the Company may, upon not less than seven (7) days' written notice by mail or email to the Customer, at the Customer's last known address or email address (as applicable), sell the Goods at public or private sale and apply the net proceeds to the outstanding moneys owing by the Customer.
- 6.8 Any legal action taken for enforcement of recovery of monies may be taken out under the jurisdiction of a court in the State of New South Wales or another State's jurisdiction of a court as deemed appropriate by the Company.

7. Delivery and Risk

- 7.1 Delivery shall be made by the Company at the Customer's expense (in addition to the Price payable for Goods) to the Customer's premises or in accordance with the Customer's instruction by such transport as the Company so determines at its discretion. Any dates and times for delivery of Goods advised by the Company are approximate and based upon the Customer providing prompt access to any area or equipment requiring the Company's services and prompt receipt of all the necessary information in respect of the Goods required.
- 7.2 Unless otherwise agreed, all shipments are 'Ex Works' (as defined in INCOTERMS 2020 published by the International Chamber of Commerce which may be revised from time to time) from the Company's premises.
- 7.3 Insurance against all risks whatsoever shall be maintained by the Customer from the time risk and liability for the Goods pass to it from the Company as set out at clause 7.2 and 7.5.
- 7.4 The Company shall not be liable for any loss, damage, cost, expense or liability (including in respect of Consequential Loss) arising from delay in delivery or failure to deliver Goods, either whole or in part.

- 7.5 All risk and liability for the Goods shall pass to the Customer on delivery of the Goods to the Customer or any third party who is acting on behalf of the Customer. Notwithstanding this, title in Goods shall not pass until the full Price payable for such Goods is paid to the Company by the Customer.
- 7.6 The Customer shall not be entitled to a reduction in price for Goods subject to delayed delivery, except in the circumstances where the Company, as a gesture of goodwill, offers to reduce the price for the delayed Goods.
- 7.7 In respect of the performance of Services, the Company shall not be liable to the Customer in respect of any delay or non-performance of Services (or any loss, damage, cost, expense or liability resulting from such) occurring by reason of:
- (a) delays caused by third parties; or
 - (b) non-access or insufficient access to the site at which the Services are to be performed,
- providing that the Company performs the Services at the next available opportunity as reasonably agreed upon with the Customer, and the Company shall otherwise be entitled to claim against the Customer its reasonable costs resulting from any such delay or non-access (or insufficient access).
- 7.8 Where the Company is to attend a site or location of the Customer for the purposes of performing Services:
- (a) the Customer must ensure hand washing and sanitary conveniences are made available to the Company in addition to adequate lighting, power, water, hoisting, unloading and storage space; and
 - (b) the Customer must ensure that the relevant site or location is free of asbestos, radiation or radioactivity, contaminants or toxic substances, and
- in the event the Customer fails to fulfil the above obligations or otherwise is in breach of such, the Company shall not be liable to the Customer for any delay in performing the Services until such time as the breach is rectified by the Customer and a new time and date to perform the Services is reasonably agreed to by the Company, and the Company shall otherwise be entitled to claim against the Customer its reasonable costs resulting from any such delay.
- 7.9 The Company shall not be liable for any delay in the supply or delivery of Goods or performance of Services where the delay is caused by a Force Majeure Event. The Company shall provide the Customer with written notice of the delay within five (5) business days upon being made aware of a Force Majeure Event but only if the Force Majeure Event can reasonably be expected to significantly delay the supply or delivery of Goods or performance of Services (significant meaning the delay will or is anticipated to continue for a period of thirty (30) calendar days or more) and such notice shall detail the Company's estimation as to the anticipated duration of the delay.
- 7.10 Where a Force Majeure Event delays the supply or delivery of Goods or performance of Services, the date of delivery of Goods or performance of Services shall be extended for a period equal to the time lost by reason of the Force Majeure Event.
- 7.11 The Customer shall not be entitled to a reduction in Price for Goods or Services subject to an event of delay under clauses 7.7 through to 7.9 and the Company shall not be liable to the Customer for any loss, damage, cost, expense or liability arising from or in connection with a Force Majeure Event or a delay referred to in clauses 7.7 and 7.8.

8. Installation

- 8.1 Where the Company agrees to install Goods at any premises of the Customer (**Premises**) the following conditions shall apply:
- a) The Customer will provide reasonable access for the Company, its employees, agents and subcontractors to the Premises during the period of installation as may be agreed by the parties to enable the Company to carry out its obligations. The Customer will also provide at its own expense, connection for electricity and any other similar services or utilities required by the Company for the installation of the Goods.
 - b) The Company will be under no liability or responsibility for any loss, damage, cost or expense (including in respect of Consequential Loss) howsoever incurred by the Customer as a result of:
 - (i) any failure or delay by the Company in performing any of its obligations under the Agreement due to any reason; or
 - (ii) any prohibitions or restrictions under any applicable statutes, bylaws or regulations.
 - c) Any existing defect discovered by the Company in the course of installation which impedes the installation of Goods, or could otherwise affect the Goods themselves (such as diminishing the quality of the Goods once installed, or potentially rendering the Goods to be in breach of the Warranty and/or Mandatory Warranty provided at clause 11) shall be the responsibility of the Customer, and the Company shall solely determine at its absolute discretion what remedial action is required with regard to the nature of the defect.
 - d) The Company may terminate any purchase order requiring installation of Goods where the above described remedial action required by the Customer is not completed or taken as instructed and within the time specified, and such failure precludes

the Company from safely and correctly installing the Goods, without prejudice to the Company's existing rights. Any additional expense incurred by the Company will be the responsibility of the Customer.

- 8.2 Where the Company agrees to install Goods for the Customer or performs Services, the Company shall be required to procure and maintain for the duration of the installation of Goods or performance of Services:
- public and products liability insurance with a minimum limit of \$20,000,000 per occurrence and which includes a principal's indemnity in favour of the Customer;
 - if determined by the Company to be reasonably necessary, contract works material damage insurance or any other form of erection insurance as appropriate; and
 - if the Company is providing design services, professional indemnity insurance with a minimum limit of \$20,000,00 per claim.
- 8.3 Where the Customer provides any design input into Goods supplied and installed by the Company, the Customer must itself procure professional indemnity insurance with a minimum limit of \$20,000,000 per claim.

9. Fitness for Purpose

- 9.1 The Customer agrees that the Company shall not be liable for any:
- representation, promise or undertaking regarding the fitness for purpose or otherwise of Goods (or otherwise) supplied by the Company unless it is made in writing or implied by law; or
 - failure by the Customer to fix, install, erect, or maintain the Goods in accordance with any advice, recommendation, specification, information, assistance or service provided by the Company in relation to Goods sold or manufactured by it.

10. Material Supply

- 10.1 Where the Customer orders a particular brand of product and the product is not available, the Company may in its absolute discretion supply another product with identical or similar properties to that which was ordered (**Equivalent**) and the Customer will be obliged to accept and pay for the Equivalent as if the ordered brand of product had been supplied. The Company will not be under any obligation to notify the Customer of such occurrence. The Customer should note that the use of colour names in any Company document indicate no more than the colour or product supplied or its equivalency.
- 10.2 Clause 10.1 will not apply in circumstances where the Customer has given the Company notice in writing stating that the Customer will only accept products bearing the brands or trademarks specified in its purchase orders.

11. Warranty and defects

- 11.1 The Company warrants to the Customer that:
- the Goods provided under the Agreement will be free from material defects and will be of the kind and quality stipulated in the Agreement; and
 - the Services performed, will be performed with reasonable care and skill in accordance with any specifications (**Warranty**).
- 11.2 The Warranty shall only apply to defects appearing within twelve (12) months from the date of delivery (or installation, as applicable) of Goods or completion of performance of Services (**Warranty Period**) following which the Customer is deemed to have accepted the Goods and Services. The conditions of any tests to Goods provided by the Company shall be mutually agreed upon, and the Company shall be notified of, and may be represented at, all tests that may be made.
- 11.3 If the Company breaches the Warranty, provided the Customer has given the Company written notice of such breach within the Warranty Period, the Company's liability is strictly limited to the remedies available at clause 11.6 below. Where the Customer is a 'customer' as defined in the *Competition and Consumer Act 2010* (Cth) or pursuant to the Fair Trading Act of any State or Territory in Australia (as applicable), the Customer may be entitled to a refund of the price paid for the relevant Goods or Services performed. No interest shall be payable by the Company on any such refund. The Company will not be obliged to rectify defects once the Warranty Period has ceased.
- 11.4 The liability of the Company for any loss, damage, cost or expense incurred by the Customer as a result of a Warranty breach (whether the claim is based on contract or negligence) will not under any circumstance exceed the actual cost of correcting or making good the defect in the relevant Goods or Services. The foregoing shall constitute the exclusive remedy of the Customer and the total liability (whether actual or potential) of the Company.
- 11.5 To the full extent permitted by law, any condition, term, guarantee or warranty which would otherwise be implied in the Agreement is excluded.
- 11.6 Where legislation implies in the Agreement any condition, term, guarantee or warranty (Mandatory Warranty), and that legislation avoids or prohibits provisions in a contract excluding or modifying the application or exercise of or liability under such Mandatory

Warranty, the Mandatory Warranty is deemed to be included in the Agreement and the liability of the Company for any breach of such Mandatory Warranty is limited, at the absolute discretion of the Company, to one or more of the following:

- a) replacement of the Goods,
- b) supply of equivalent Goods or re-performance of Services (as applicable); or
- c) repair of Goods, or

at the Company's discretion that any of the above remedies are not suitable or viable, a refund for the Price of the Goods or Services paid.

11.7 Further to the above, where pursuant to this Agreement the Company performs Services for the Customer, the Company shall not be liable to the Customer in respect of any loss or damage caused or contributed to by the work or performance of Services by third parties:

- a) prior to the performance of the Services by the Company (i.e. such as where a third party installs equipment which subsequently the Customer seeks the Company to service); or
- b) following the performance of the Services by the Company (i.e. such as where a third party services equipment at a future date after the Company itself previously performed such servicing without issue).

12. Default of the Customer

12.1 The Customer shall be deemed to be in "Default" where the Customer fails to make any payment as and when due and payable, commits an act of bankruptcy, has liens placed on a project or assets frozen or restrained, appoints a liquidator or has a liquidator appointed, is insolvent or becomes subject to any form of external administration or an application for any form of external administration is made against the Customer, or passes a resolution to be wound up or have a liquidator appointed, or similar events or actions to such effect occur.

12.2 If the Customer is in Default, the Company may, at its discretion, issue a notice to the Customer to remedy the Default. If the Customer continues to be in Default beyond the period of fourteen (14) days from the Customer's notice to remedy the Default, or where the Default is incapable of being remedied, without limiting the Company's rights, the Company may, at its discretion withhold further deliveries or terminate the Agreement with immediate effect by way of written notice to the Customer. Where such Default occurs, this shall not in any way prejudice the right of the Company to recover any amounts due for materials previously supplied or manufactured to the Customer's requirements or for any other amounts otherwise owing by the Customer to the Company.

12.3 Further to the above, should the Company have any reason to believe the Customer:

- a) may Default on the Agreement;
- b) may be unable to repay to the Company any amounts it presently owes; or
- c) may be unable in future to repay to the Company any amounts it may become liable to the Company for,

then the Company may give the Customer the written notice requesting that the Customer satisfy the Company that it will not Default or will otherwise be able to pay its debts as and when they fall due, and within fourteen (14) days of such notice, should the Customer fail to satisfy the Company to such effect, the Company may, with further written notice to the Customer, terminate this Agreement with immediate effect.

13. Limitation of liability

13.1 The Company's liability for or under any claim by the Customer in respect of the Agreement or associated matters is strictly limited to the value of the price allocable to the Goods or Services which give rise to such claim, including negligence for any direct loss arising out of or connected with the Agreement, or from the performance or breach thereof or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, test, modification, operation or use of any equipment, material or components covered by or furnished under this Agreement.

13.2 Under no circumstances whatsoever shall the Company be liable to the Customer for:

- a) any Consequential Loss;
- b) any loss, damage, cost, expense, injury, death, claim, liability, action or proceeding in respect of any of the exemptions to the Warranty captured at clause 13.3 below;
- c) any claims by third parties against the Customer for loss, damage, cost, expense or any liability (including with respect to Consequential Loss); or
- d) loss or damage arising from the Customer's failure to obtain independent professional and/or tradesman's advice in relation to the suitability of the Goods for any specific purpose.

- 13.3 The Company does not give any warranty with respect to (without limitation):
- a) breaches of the Warranty not notified to the Company in writing by the Customer within the Warranty Period;
 - b) failures or damages in respect of the Goods due to misapplication, abuse, improper installation by third parties, abnormal conditions of temperature, dirt or corrosive matter;
 - c) in respect of Services, any previous or subsequent services of a similar or identical nature performed by third parties (of the kind captured above at clause 11.7);
 - d) failures in respect of the Goods due to operation (either intentional or otherwise) above rated capacities or in an otherwise improper manner;
 - e) Goods which have been in any way tampered or altered by anyone other than an authorised representative of the Company;
 - f) Goods damaged in shipment or otherwise without fault of the Company;
 - g) expenses incurred by the Customer in repairing or reworking any alleged damage to Goods (or failures in respect of Services);
 - h) Goods which have been improperly stored or maintained; and
- in respect of Services specifically:
- i) Services which do not conform with any requirements of the Customer, where those requirements were not communicated to the Company by the Customer prior to the performance of the Service;
 - j) any servicing of equipment or items performed by a third party (whether in a manner similar or identical to the Services performed by the Company), either prior to or subsequently after the performance of the applicable Services by the Company (i.e. such as where the Company services equipment and thereafter the same equipment is serviced by a third party);
 - k) the equipment or items subject to the Services thereafter not being properly maintained by the Customer as ordinarily required for items of such kind, or are otherwise misused, dismantled, misappropriated, modified, altered, tampered with, materially changed, or stored incorrectly by the Customer; and
 - l) any failure in respect of Services (or defective Services) by reason of:
 - (i) the Customer failing or neglecting to maintain the Premises in which the Goods are delivered to or Services are performed at in line with requisite Australian standards, codes and regulations; or
 - (ii) malicious damage, theft or vandalism to the things, equipment or plant subject to the Services; and
 - m) malicious damage, theft, or vandalism to the things, equipment or plant subject to the Services; and
 - n) where the Company supplies and/or installs replacement fire doors, the Company's Warranty and Mandatory Warranty will not apply where the Customer has failed to appropriately paint such doors within 48 hours of the supply or installation.
- 13.4 Claims specifically relating to poor workmanship or failure to supply products conforming to the Customer's orders shall not be recognised by the Company unless the Customer makes such a claim, in writing, within fourteen (14) days of delivery of the Goods to the Customer. Further, any claim for labour charges or product replacement relating to a claim set out in this clause 13.4 will not be recognised unless the Company can satisfy itself of the value of such claim and the value does not exceed the price of the Goods to which the claim relates.

14. Indemnity

- 14.1 The Customer agrees to indemnify and hold the Company harmless from and against any loss, damage, injury to or death of person, cost, expense, claim, liability, action or proceeding (including in respect of Consequential Loss):
- a) arising from the injury or death of any person caused or contributed to by the act, omission, negligence or breach of this Agreement by the Customer, the Customer's employees, servants or agents, whilst the Company supplies any Goods or performs any Services (or during any process pertaining to the supply of Goods or performance of Services);
 - b) caused to the Company by or as a result of the Customer's act, omission, negligence, breach of this Agreement or Default by the Customer, including the acts and omissions of its employees, servants and agents;
 - c) arising during or caused or contributed to by reason or consequence of the act, omission, negligence or breach of this Agreement by the Customer, the Customer's employees, servants or agents, to the extent permitted by law, where the Goods were misappropriated, misused, stored or handled in a way contrary to the Company's instructions or reasonably expected ordinary storage and use, or otherwise where due care and skill were not applied; and

- d) arising during or caused or contributed to by reason or consequence of the act, omission or negligence of a third party performing works or services to any thing, equipment or plant subject to the Company's Services, as referred to above at clauses 11.7 and 13.3(j).
- 14.2 Other than in respect of defects in Goods supplied or Services performed by the Company or where the Company has acted negligently, the Customer shall assume all risks and liabilities for and in respect of the provision of Goods and for injuries to or death of persons and damage to property howsoever arising and the Customer indemnifies the Company from and against:
- a) the loss of or damage to any Goods for which payment of the Price has not yet been made in full, whether by fire, theft, accident, seizure, confiscation or otherwise whilst in the Customer's custody, possession or control; and
 - b) all other loss howsoever arising or incurred, as a result of or in connection with the provision of Goods or performance of Services.
- 14.3 Where the Company supplies the Customer with services in the form of hydrant booster flow and/or hydrostatic pressure testing (**Testing**), the Customer acknowledges and agrees to indemnify and hold harmless the Company against all claims for any loss, damage, cost, expense or liability giving rise to liability on the part of the Company during the course of or as a result of the performance of Testing.

15. Sub-Contracting

The Company reserves the right to sub-contract the manufacture and/or supply of any part of the Goods (or services) quoted or of any materials or services to be supplied pursuant to this Agreement.

16. Property in Goods

- 16.1 The Company shall remain the sole and absolute owner of the Goods until payment for the Price for the Goods has been received in full by the Company. Subject to the provisions of the PPS Act, the Company shall be entitled, in addition to the rights conferred by clause 16.2(b), to retake possession of all Goods in the possession of the Customer which have been supplied by the Company, sufficient to clear any outstanding indebtedness by the Customer to the Company under this Agreement. As such, the Company shall not be required to distinguish between Goods which have been paid for and Goods which have not been paid for.
- 16.2 Subject to the provisions of the PPS Act, until the Company has received payment in full in respect of the Goods it has supplied to the Customer, the Customer:
- a) shall be the bailee of the Goods and store the Goods at its premises separately from its own goods and items or those of any other person and store them in a manner enabling the Goods to be readily identifiable as Goods of the Company;
 - b) grants the Company an irrevocable licence to enter the Customer's premises to retrieve the Goods;
 - c) shall not sell or dispose of any of the Goods or any interest in the Goods without the prior written consent of the Company; and
 - d) shall not sell or grant any other security interest in the collateral.
- 16.3 If the Company consents in writing to the sale or disposal of the Goods, or if any sale or disposal of the Goods is made in breach of clause 16.2 and notwithstanding such breach, the Customer:
- a) must inform any person to whom it proposes to sell or dispose of the Goods and any interest in the Goods (**Acquirer**) of the Company's interest;
 - b) must ensure that the terms of the sale or disposal of Goods to the Acquirer includes a term which is identical in substance to this clause 16;
 - c) must, notwithstanding that the payment of the Price for the Goods would not otherwise have been due by the Customer, pay in full the Price for the Goods to the Company as soon as it receives payment from the Acquirer;
 - d) must hold all its rights against the Acquirer on trust for the Company and, to the extent necessary to discharge all debts owing to the Company in respect of the supply of Goods or other Goods only, transfer any proceeds it receives for such Goods to the Company;
 - e) must, at the Company's request, assign its claims against the Acquirer and agrees irrevocably to appoint the Company and each of its officers as its attorney to give effect to and to complete that assignment;
 - f) agrees that the Company is entitled to trace all and any proceeds arising from the sale or disposal of the Goods until the Customer pays the full price for the Goods to the Company; and
 - g) agrees that the Company is entitled to trace all and any proceeds arising from any sale or disposal of the Goods until the Customer pays the full price to the Company for all other Goods supplied by the Company.
- 16.4 Where Goods have become Mixed Goods, the Customer agrees with the Company:

- a) that the ownership of the Mixed Goods immediately passes to the Company, to the extent necessary to repay all moneys owing to the Company and to no greater extent; and
 - b) until payment of all sums owing to the Company, whether under the Agreement or any other contract, that the Customer shall hold the Goods as a fiduciary for the Company.
- 16.5 Subject to the PPS Act, the ownership of Mixed Goods passes to the Company at the beginning of the single operation or event by which the Goods are converted, mixed, commingled or become part of Mixed Goods.
- 16.6 Where the Customer has not paid the Company in the manner required by this Agreement:
- a) the Customer agrees with the Company to keep Mixed Goods as a fiduciary for the Company and, unless otherwise required by the Company, to store Mixed Goods in a manner that clearly shows the ownership of the Company; and
 - b) the Customer grants the Company a security interest in the Mixed Goods as security for payment of the Goods.

17. Lien

The Company is entitled to claim a general lien on all goods belonging to the Customer for all amounts owing to the Company by the Customer.

18. Materials supplied by the Customer

- 18.1 Where the Company agrees to customise Goods or provide Goods to the specific requirements of the Customer, the Customer shall provide to the Company any patterns, designs, specifications, drawings, samples, technical information or otherwise (whether in electrical format or otherwise) to enable the Company to supply the Goods accordingly (**Materials**).
- 18.2 All Materials and the Customer's intellectual property within such Materials (if any), remain the property of the Customer and the Customer shall grant the Company a licence for the purpose of using such intellectual property to the extent necessary to customise Goods or to manufacture or supply Goods to the Customer's specific requirements.
- 18.3 The Company will not use the Materials for any purpose other than to the extent required to supply the Goods to the Customer.

19. Remote Locations

- 19.1 This clause 19 applies where the performance of Services requires the Company (or its employees, agents or subcontractors) to travel to regions or areas beyond those which it ordinarily services from time to time (**Remote Location**).
- 19.2 The Company's allowance for the performance of Services at Remote Locations shall not exceed in excess of twelve (12) hours per day, including any breaks required by law.
- 19.3 The Price for the Services will not include the cost of:
- a) food and accommodation;
 - b) any travel to and from the Remote Location;
 - c) freight for tools and equipment to and from the Remote Location; and
 - d) any other ancillary costs associated with travel to and from the Remote Location or any arrangements necessary to access the Remote Location.
- 19.4 The Company shall be entitled to charge the Customer in respect of any costs set out above at clause 19.3 in addition to the Price payable for the Services.
- 19.5 Notwithstanding the above, where the additional charges described above exceed 20% of the Price payable for the Services intended to be performed at the Remote Location, the Company must discuss the charges with the Customer prior to performing the Services. Should the Customer disagree with or dispute the additional charges sought to be applied by the Company, the Company may elect not to proceed with performing the Services at the Remote Location.

20. Exclusions

- 20.1 Any Price noted, quotation or invoice issued to the Customer by the Company and any Services performed by the Company shall not include any allowances for the following (except where otherwise expressly agreed to in writing by the Company):
- a) third party isolations;
 - b) rectification or replacement of existing equipment or equipment which is faulty or non-compliant with the codes, standards or regulations for such equipment;
 - c) building works for access to the things, equipment or plant being serviced;
 - d) core holes and penetrations or sealing of existing penetrations;

- e) make safe of asbestos or lead paint;
- f) cause and effect matrixes or changes to Services;
- g) security guards and/or traffic controllers;
- h) costs of obtaining electronic AutoCAD backgrounds;
- i) fire engineering costs or documentation;
- j) fire brigade assessment fees or charges;
- k) seismic restraints;
- l) covering sprinkler heads during painting and replacing painted sprinkler heads;
- m) special colours for flush fire sprinkler plates;
- n) 12-month testing and maintenance or regulatory testing and maintenance;
- o) in-slab conduits (all wiring shall be installed in false ceilings);
- p) drilling of structural steel beams (if required, this must be attended to by the Customer prior to the performance of the Services);
- q) cylindrical cabinet plinths or cement slabs;
- r) site specific materials;
- s) connection to site wide networks or ASE; external certification;
- t) wall mounting plates and small consumables (including unistrut and mounting screws);
- u) connection and supply of incoming and outgoing 240V power cabling; and
- v) make good penetrations or any air conditioning works.

21. Privacy policy

This Agreement shall be governed by the laws in force in New South Wales, Australia, and the parties submit to the exclusive jurisdiction of the Courts of New South Wales, Australia, or another state or territory's jurisdiction of a court as deemed appropriate by the Company (such as where Goods or services are supplied or performed in another State or Territory other than New South Wales).

22. Privacy policy

22.1 The Agreement shall be subject to the Company's Privacy Policy, a copy of which is attached to this Agreement at Annexure A.

22.2 Further to the Company's Privacy Policy, the Company collects personal information to assess applications for credit and to monitor any such credit facility provided, and where necessary to assist in the recovery of debt. Accordingly, in addition to the terms set out in the Company's Privacy Policy regarding disclosure of personal information, the Company may also disclose personal information to trade insurers, other companies, credit reporting agencies, debt collecting agencies, cheque guarantee providers, and other organisations involved in the Company's business.

22.3 By completing and entering into this Agreement, the Customer consents to use and disclosure of its personal information as set out in the Company's Privacy Policy and this Agreement.

23. Termination and Cancellation

23.1 The Customer may cancel any purchase order prior to the provision of Goods (or supply of services) under the respective purchase order by at least seven (7) days' written notice to the Company. Regardless of the circumstances, where a Customer cancels a purchase order, the Customer will be liable to make payment to the Company for any costs reasonably incurred by the Company in fulfilment of the purchase order (including the cost of any items or materials [including the Goods themselves] purchased or ordered from third parties where the purchase cannot be cancelled with that third party free of charge) together with such reasonable and proper cancellation charges as determined by the Company in fulfilling or otherwise preparing to fulfil the purchase order.

23.2 Further to the Default provisions set out in clause 12, the Company may suspend or terminate any given purchase order or the Agreement itself (at the Company's discretion) at any time:

- a) for convenience by giving the Customer thirty (30) days' written notice to such effect (**Termination Notice**). The Company will fulfil any purchase order(s) issued to the Company prior to the date of the Termination Notice, unless the Company and Customer agree otherwise. Fulfilment of such purchase orders shall not effect termination of the Agreement in accordance

with this subclause 23.2(a). If a purchase order is issued to the Company after the date of the Termination Notice, but prior to termination of the Agreement, the Customer may at its discretion elect to accept the purchase order.

- b) if the Customer is in default of a material term of this Agreement, by giving fourteen (14) days' written notice to the Customer, if the Customer fails to remedy such default within fourteen (14) days of the date of the Company's notice, or immediately if the Default is incapable of being remedied; or
- c) immediately if the Customer fails to notify the Company of a change in control of ownership of the Customer within seven (7) days of such occurrence.

23.3 Termination of the Agreement pursuant to this clause 23 (or in accordance with clause 12 for Default) shall be without prejudice to the rights of either party accruing prior to termination.

24. Dispute resolution

24.1 If a dispute arises, either the Company or Customer may by hand, express or registered post, or email, give the other party written notice of the dispute, identifying and providing details and particulars of the dispute and entitled "Dispute Notice" (**Dispute Notice**), within fourteen (14) days of the occurrence of the event(s) or circumstance(s) on which the dispute arises or is based.

24.2 The Company shall not be liable to the Customer in respect of any dispute (including any claim) in connection with the Agreement where clause 24.1 is not complied with.

24.3 Within seven (7) days of receipt of a Dispute Notice, representatives of the Company and Customer having the authority to bind the Company and Customer respectively shall confer to seek to resolve the dispute or agree on a method of doing so, and whether that method shall be binding. If a resolution or method of resolution has not been agreed within twenty-one (21) days of the service of Dispute Notice, the dispute shall be referred to mediation. All aspects of such mediation shall be subject to "without prejudice" privilege.

24.4 In the event a dispute is not resolved between the Company and Customer, reasonable efforts must be made to resolve the dispute through mediation before commencing proceedings in relation to the dispute. The Customer will be barred from commencing proceedings unless the procedure in clause 24 is strictly complied with. The Company is exempt from complying with the mediation requirement where the dispute concerns non-payment by the Customer for Goods provided by the Company.

25. Compliance with laws

The Company and Customer must at all times comply with all applicable laws relating to anti-bribery, improper payments, anti-money laundering, and modern slavery, including but not limited to the *Criminal Code Act 1995* (Cth), the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), the *Anti-Money Laundering and Counter-Terrorism Financing Rules 2007* (Cth), and the *Modern Slavery Act 2018* (Cth).

26. General

26.1 If any provision or any part of any provision of the Agreement is unenforceable, such unenforceability shall not affect other parts of such provision or any other provision of the Agreement.

26.2 The Company may alter, amend, revise or change any terms of the Agreement with written notice to the Customer of any such alteration, amendment, revision or change. The Agreement (as amended from time to time) shall apply to all Goods (including services performed) for the Customer and shall compromise the entire agreement between the Company and Customer, notwithstanding any other terms and conditions supplied by the Customer where the Company agrees to such terms and conditions in writing.

26.3 Any waiver by the Customer of strict compliance with any provision of the Agreement shall not be effective unless in writing and signed by an authorised officer of the Customer.

26.4 Written notice for the purposes of this Agreement means notice given by an authorised representative of the party giving notice, given to the receiving party by hand, registered post or mail, or by email.

26.5 No provision of the Agreement shall be construed adversely against one party solely on the basis that that party was responsible for the drafting of that provision.

27. Survival

Clauses 5, 6, 7, 8, 11, 12, 13, 14, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26 survive termination of this Agreement.

ANNEXURE A

PRIVACY POLICY

Overview

The *Privacy Act 1988* (Cth) (the “Act”) requires entities bound by the Australian Privacy Principles (APPs) to have a privacy policy.

This privacy policy sets out how ARA Group Limited ACN 074 886 561 and its controlled entities (as defined by section 50AA of the *Corporations Act 2001* (Cth)) (collectively “ARA”) use, collect, handle, store and otherwise deal with personal information, in accordance with its legal obligations under the Act (**Privacy Policy**). In this Privacy Policy, references to “we”, “us” or “our” refers to ARA.

Personal information

Personal information includes but is not limited to any of the following:

- your name;
- your contact details, including email address and telephone number;
- information you provide through customer surveys or similar mechanisms;
- details of products and/or services we have provided to you (including those you provide when making enquiries about our products and/or services and our response to your query);
- your browser session and geo-location data, device and network information, statistics on page views and sessions, acquisition sources, search queries and/or browsing behaviour;
- information about your access and use of our websites, including through the use of Internet cookies, your communications with our websites, the type of browser you are using, the type of operating system you are using, the domain name of your Internet service provider;
- additional personal information that you provide to us, directly or indirectly, through your use of our website, associated applications, associated social media platforms and/or accounts from which you permit us to collect information;
- demographic data such as your postcode, web-browsing preferences and interests; and
- any other personal information requested by us and/or provided by you or a third party.

At all times, ARA endeavours to only collect the personal information reasonably required for a particular purpose, function or activity carried on. Notwithstanding this, ancillary personal information may be collected.

Personal information may be collected directly from you, or from third parties.

Collection and use of personal information

The main way we collect personal information is when you give us such information, such as where you make an enquiry via our websites. Notwithstanding this, personal information can be collected in a number of different ways. Without limitation, the way we collect personal information may include collection by way of forms filled out (online and in physical format), surveys, emails, telephone conversations, social media applications and forums, online user-generated content, face-to-face meetings and interviews, and market research.

ARA may hold, use and disclose (in the circumstances set out below) your personal information for a number of purposes, including but not limited to the following:

- to contact and communicate with you;
- internal record keeping and administrative purposes;
- for analytics, market research and business development, including to operate and improve our websites, associated applications and associated social media platforms;
- to run competitions and/or offer additional benefits to you;
- to respond to queries you make about our products and/or services;
- for advertising and marketing, including to send you promotional information about our products and services and information about ARA or third parties that we consider may be of interest to you;
- to improve our products and/or services;
- with our legal obligations and resolve any disputes that we may have;
- to consider your employment application; and
- to investigate and respond to queries or complaints made under this Privacy Policy.

Sensitive information

From time to time, we may be required to collect sensitive information from you, for example, to review and consider an employment application, or to handle a complaint made under this Privacy Policy.

As defined by section 6 of the Act, sensitive information includes information about your health, racial or ethnic origin, political opinion(s), association memberships, religious beliefs, criminal history, and genetic or biometric information.

Third party collection

In the course of considering your employment application or investigating and responding to complaints made under this Privacy Policy, and any other applicable circumstance, we may collect personal information (including sensitive information) about you indirectly from publicly available sources or from third parties such as:

- your authorised representative, if you have one;
- referees provided by you in support of your employment application; and
- any applicable party to any application, complaint or investigation under this Privacy Policy.

Where we receive information from third parties, we will protect it in accordance with this Privacy Policy.

If you are a third party who has or provides personal information about another, you represent and warrant that you have obtained that person's consent before providing the personal information to us. Under no circumstances should you provide us with another person's personal information if you have not obtained their express consent.

Collecting information through our websites

Personal information may also be collected through your use of our website such as through cookies, web beacons and web analytics in accordance with standard practice. Cookies are small data files transferred onto computers or devices by websites for record-keeping purposes. Cookies help analyse web traffic and enhance functionality on the website(s) visited. Cookies allow web applications to respond to you, and based on your cookies, the web application can be tailored to your needs, likes and dislikes by gathering and remembering information about your preferences.

Most Internet browsers allow you to choose whether to accept cookies or not. Some of our websites will allow you to accept cookies through the use of an 'opt-in' function. If you do not wish to have cookies placed on your computer, you may choose not to opt-in to cookies where this function exists. In the alternative, where this function is not available, if you do not wish to have cookies placed on your computer, please set your browser preferences to reject all cookies before accessing our website.

The cookies from our website are generally created by HubSpot, Google Analytics and SiteImprove (without limitation) and most commonly start with `_ga`, `_gid`, `_gat_gtag`, `__hssrc`, `__hssc`, `__hstc`, `hubspotuk`.

Should you require a full list of the types and names of cookies generated through our website, please contact us by emailing itsupport@aragroup.com.au.

We may use web beacons on our websites from time to time. Web beacons (also known as Pixel Tags or Clear GIFs) are small pieces of codes placed on a web page to monitor the visitor's behaviour and collect data about the visitor's viewing of a web page. For example, web beacons can be used to count the users who visit a web page or to deliver a cookie to the browser of a visitor viewing that page.

We use tools such as Google Analytics and SiteImprove to collect data about how you interact with our website (**Web Analytics**). The data collected through Web Analytics will include, without limitation; your device's IP address, your device type, operating system and browser information, geographic location, search terms and pages visited, and the date and time when pages were accessed on our website(s). Web Analytics allows us to improve functionality on our websites based on the data collected, such as by distributing web traffic across multiple servers to optimise response times.

Anonymity

In some circumstances you may have the option of interacting with us anonymously or not identifying yourself such as by using a pseudonym, such as when you make an enquiry through our websites.

If you choose not to provide information such as your name and contact details, we may be unable to fulfil our functions and activities, including responding to requests for information about our products or services.

Disclosure of personal information

ARA may use and disclose your personal information; for the primary purposes for which personal information was collected, for reasonably expected secondary purposes which are related to the primary purpose, for purposes which you have consented to, and for other reasons permitted by the Act.

Dependent on the circumstances, we may disclose personal information to:

- our employees, contractors and/or related entities;
- our existing or potential agents or business partners;
- sponsors or promoters of any competition we run;
- anyone to whom our business or assets (or any part of them) are, or may (in good faith) be, transferred;

- credit reporting agencies, courts, tribunals and regulatory authorities, in the event you fail to pay for goods or services we have provided to you;
- courts, tribunals, regulatory authorities and law enforcement officers, as required by law, in connection with any actual or prospective legal proceedings, or in order to establish, exercise or defend our legal rights;
- third party service providers for the purpose of enabling them to provide their services, including (without limitation) information technology service providers, data storage, web-hosting and server providers, debt collectors, advertising providers, maintenance or problem-solving providers, professional advisors and payment systems operators; and
- third parties to collect and process data, such as Google Analytics or other relevant businesses (this may include parties that store data outside of Australia).

We may disclose your personal information (other than sensitive information) for the purpose of direct marketing where it is reasonably expected that we would use or disclose your personal information for that purpose and where there are simple mechanisms through which you can request to 'opt out' or otherwise elect not to receive direct marketing communications.

We only disclose your sensitive information for the purposes for which you gave it to us, or for directly related purposes you would reasonably expect or consent to, such as when handling complaints under this Privacy Policy.

In certain circumstances, subject to the APPs, your personal information may be disclosed to overseas recipients where we are of the reasonable belief that the overseas recipient is subject to laws or a binding scheme that provides privacy protections substantially similar to that of the APPs, or where we take reasonable steps to ensure that the overseas recipient will not breach the APPs in relation to that information, such as by contractually obliging the overseas recipient not to do so.

Links to other websites

Our websites may contain links to other websites of interest, including links to the websites of other companies and organisations we work with. We do not have control over websites that do not belong to ARA. Therefore, we are not responsible for the protection and privacy of any information which you provide whilst visiting linked websites which are not governed by this Privacy Policy.

Storage

We are committed to ensuring that the personal information we collect is secure. In order to prevent unauthorised access or disclosure, our data, including personal information collected from you is stored in our private cloud server and in secure digital storage locations across ARA's office locations. Data may be backed up and/or archived subject to AES 256bit encryption.

We cannot guarantee the security of any information that is transmitted to or by us over the Internet. The transmission and exchange of information is carried out at your own risk. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that the personal information we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

Unsubscribe

If you are receiving communications from us (including marketing communications) which you no longer wish to receive 'opt-out' using the opt-out facilities provided in the communications, or if this is unavailable, please contact us by emailing legal@aragroup.com.au.

Accessing data

In accordance with your rights under the APPs, you may request the details of the personal information that we hold about you.

To obtain access of the personal information held, please contact us by emailing legal@aragroup.com.au outlining your request and include; your name, contact details and the personal information you wish to access. We will endeavour to respond to your request within thirty (30) days (or more, if reasonable in the circumstances) and will supply access to personal information in digital form. An administrative fee may be payable where personal information is requested to be sent by post or similar means.

We may request identification from you prior to providing personal information to ensure that you are requesting your personal information only and not that of another.

ARA may refuse to grant access to personal information requested where:

- giving access would pose a serious threat to the life, health or safety of a person, or public health or safety generally;
- giving access would have an unreasonable impact on the privacy of other individuals;
- the request is frivolous or vexatious;
- the information requested relates to existing or anticipated legal proceedings and would be accessible through discovery in those proceedings;
- giving access would reveal the intentions of ARA in relations to negotiations with you in a way that would prejudice those negotiations;
- giving access would be unlawful;
- a law or an order of a Court or Tribunal compels ARA to deny access;

- there is reason for ARA to suspect that unlawful activity or misconduct of a serious nature relating to its functions or activities has been, is being, or may be engaged in, and giving access would likely prejudice the taking of appropriate action relating to the matter;
- giving access would likely prejudice one or more enforcement related activity of an enforcement body; or
- giving access would reveal evaluative information generated by ARA in connection with a commercially sensitive decision-making process.

Where we refuse to grant access to personal information for any of the above reasons (or cannot give access in the manner requested), we will provide written notice stipulating the reasons we refused to grant access and the mechanisms available to you to lodge a complaint about our refusal.

Corrections

If you believe that any personal information we hold about you is incorrect, out of date, incomplete, irrelevant or misleading, please contact us by emailing legal@aragroup.com.au outlining your request and include; your name, contact details and details of the personal information you wish to correct.

We will take all reasonable steps to correct any information that is found to be inaccurate, incomplete, misleading, or out of date.

We may request identification from you when dealing with a correction to ensure that only your personal information is dealt with and not that of another.

Complaints

If you wish to complain to us about how we have handled your personal information, please contact us by emailing legal@aragroup.com.au outlining the full details of the complaint you wish to make along with your name and contact details.

Once your complaint has been received, we will investigate the complaint. Further information may be required from you to allow us to investigate the complaint thoroughly.

We will endeavour to provide written notice informing you of the findings of our investigation within thirty (30) days (or more, if reasonable in the circumstances) of receipt of your complaint.

Notwithstanding the above, if you remain dissatisfied, you can contact the Office of the Australian Information Commissioner to make a written complaint through any of the following methods:

- by emailing enquiries@oaic.gov.au;
- by mail sent to GPO Box 5218, Sydney NSW 2001; or
- by fax, sent to 02 9284 9666

Amendments

From time to time, ARA may update this Privacy Policy. For the avoidance of doubt, the most recent Privacy Policy shall apply.

This Privacy Policy is dated 31 July 2020.