

REACH ROBOTICS' STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

Acceptance means the acceptance by Reach Robotics of a Purchase Order by issuance of a Tax Invoice to the Customer.

Australian Consumer Law means the laws set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Claims means:

- (1) a warranty claim; or
- (2) a claim for loss or damage resulting from a breach of contract, tort, duty of care, statute or otherwise.

Contract means the contract for sale of the Product by Reach Robotics to the Customer under these Terms and Conditions.

Customer means the Customer identified as the purchaser in the Quote.

Expiry Date means 5.00 pm Australian Eastern Time on the day identified as the expiry date on the Quote.

Factory means 3-5 Queen Street, Glebe NSW 2037 Australia

Intellectual Property includes any and all intellectual and industrial property rights in any medium throughout the world belonging to a party or its clients which is disclosed to the other party, whether subsisting now or in the future, including rights of any kind in relation to designs, patents, copyright, trademarks, service marks, moral rights, inventions, discoveries and novel designs, and concepts, ideas, or other expressions in verbal, written or electronic form.

Legislation refers to any treaty, legislation or legislative provision and includes any statutory modification, amendment or re-enactment and any subordinate legislation, regulations or orders issued under that legislation or legislative provision.

Person includes a corporate or other legal entity.

Platform means anything that that the Product could be installed upon or operated from.

Price means the price of the Product disclosed in the Quote or the Tax Invoice, unless otherwise specified and in the event of any inconsistency between the Quote and the Tax Invoice, the Tax Invoice prevails.

Product means the products or any part of the products described in the Quote or Tax Invoice and in the event of any inconsistency between the Quote and the Tax Invoice, the Tax Invoice prevails, and it includes any module or update to the Product subsequently supplied to the Customer.

Prohibited Operation means any one or more of the following: (1) installing or operating a Product on any Platform: (a) if the communication frequencies of the Product cause or might cause interference with or malfunction of the frequencies of the Platform or any other thing; (b) if the Product causes any malfunction or interference including mechanical, electrical or electromagnetic malfunction or interference with the Platform or any other thing; (2) installing or operating a Product contrary to any applicable United States export administration regulations, including: (a) diversion of the Product contrary to the laws of the United States; (b) operating the Product in the design, development, production or use of nuclear, chemical or biological weapons or missiles; (c) selling, transferring or exporting the Product to prohibited countries; and (d) exporting or re-exporting the Product contrary to any applicable United States export administration regulations; (3) installing or operating a Product in any way that contravenes or might contravene any applicable law in the jurisdiction in which the Product is operated, including privacy laws;

Purchase Order means a request by the Customer to supply the Product in accordance with the Quote which may be communicated by a purchase order, email, request for an invoice or payment of the deposit in accordance with the Quote.

Quote means the quote submitted by Reach Robotics to the Customer for the Product.

Reach Robotics means Reach Robotics Pty Ltd (ABN 23 616 073 735) of 3-5 Queen Street, Glebe, NSW, Australia 2037.

Tax means any levies, charges or taxes on the sale of the Product disclosed in the Quote or Tax Invoice.

Tax Invoice means a tax invoice for the Product in accordance with the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Terms and Conditions mean this document.

Warranty means the warranty expressed in clause 13.2.

2. TERMS AND CONDITIONS

- 2.1. These Terms and Conditions apply exclusively to the Quote and Contract to the exclusion of any other terms and conditions stipulated or referred to by the Customer.
- 2.2. The acceptance, acknowledgement or failure to object by Reach Robotics to a Purchase Order that includes other terms and conditions will not be an acceptance of those terms and conditions or a waiver of these Terms and Conditions.

3. QUOTE

- 3.1. Unless otherwise stated, the Price is:
 - (1) quoted in the currency noted on the Quote;
 - (2) fixed until the Expiry Date subject to any adjustments for exchange rate fluctuations;

- (3) valid for a period of 30 days and thereafter must be revalidated by Reach Robotics prior to Acceptance; and
 - (4) subject to these Terms and Conditions. Any negotiation or variation to these Terms and Conditions must be in writing and signed by Reach Robotics and will be subject to a requote of the Price.
- 3.2. Where delivery is included in the Quote, it is provided in accordance with Incoterm CPT. Delivery prices are an estimate only and may be adjusted at time of delivery for reasons outside of Reach Robotics' control.
 - 3.3. Where delivery is not included in the Quote, delivery is in accordance with Incoterm ex-Works from the Factory.
 - 3.4. The Customer may only order the Product by delivering a Purchase Order to Reach Robotics before the Expiry Date.
 - 3.5. If the Purchase Order includes only part of the Product, then Reach Robotics reserves the right to vary the Price.
 - 3.6. The Price is only valid to the Customer and must not be disclosed to anyone else.

4. CONTRACT

- 4.1. A binding Contract is created when Reach Robotics issues a tax invoice to the Customer.
- 4.2. Unless otherwise agreed in writing by Reach Robotics, the Customer must pay Reach Robotics as follows:
 - (1) the deposit as specified on the Quote;
 - (2) the balance of the Price prior to the Product being made available for collection or shipment, or in the case of part-shipments, the balance of the Price pertaining to the part-shipment.
- 4.3. All payments under these Terms and Conditions must be made free and clear of any deduction or withholding. If any such deduction or withholding (including cross-border withholding taxes and bank fees and charges) is required on any payment, the Customer will pay such additional amounts as are necessary so that the net amount received by Reach Robotics is equal to the amount then due and payable by the Customer in accordance with the applicable Quote.

5. PRODUCT REVISION

- 5.1. Reach Robotics may change or discontinue any Product at any time without notice as part of Reach Robotics' policy of on-going product revision and quality control. The Customer acknowledges that products delivered to the Customer may have different specifications to the specifications of the Product.

6. SOFTWARE

- 6.1. All software operated by the Product is provided by Reach Robotics subject to the terms and conditions of the relevant software licence. Reach Robotics does not warrant the performance of any software under these Terms and Conditions.
- 6.2. The Contract does not transfer title in any software or Intellectual Property in any software to the Customer.
- 6.3. The rights to the Intellectual Property in any software supplied with the Product remain with Reach Robotics or the licensor of the software.

7. DELIVERY

- 7.1. Orders may be filled in batches. Batch sizes will be advised by Reach Robotics upon order receipt & production schedule confirmation.
- 7.2. Standard lead-time is 8-12 weeks after receipt of the deposit by Reach Robotics but may vary due to factory loading or circumstances outside of Reach Robotics' control.
- 7.3. Any lead-time, delivery date or collection date are estimates only and Reach Robotics is not liable to the Customer for any delay to lead time or anticipated delivery or collection dates whatsoever.

8. TITLE AND RISK

- 8.1. Risk in the Product will pass to the Customer when the Product is shipped by Reach Robotics or collected by the Customer's designated carrier.
- 8.2. Title in the Product will pass to the Customer when Reach Robotics receives cleared payment of the full Price pertaining to each shipment.
- 8.3. Until title passes to the Customer, the Customer, where relevant:
 - (1) holds the Product as Reach Robotics' bailee in a fiduciary capacity; and
 - (2) must return the Product to Reach Robotics immediately on written request from Reach Robotics.
- 8.4. Where the Personal Property Securities Act 2009 (Cth) ("**PPSA**") applies to any order, the Customer acknowledges that this constitutes a security agreement for the purposes of the PPSA and that a security interest exists in all Products supplied to the Customer (and their proceeds).
- 8.5. Where similar or equivalent legislation to the PPSA exists in a jurisdiction other than Australia where the Customer operates ("**Foreign Legislation**"), Reach Robotics may, but is not required to, access any protections available to it under that Foreign Legislation.
- 8.6. Until all outstanding monies have been paid to Reach Robotics for the Products delivered to the Customer:

- (1) in the event the Customer defaults on its payment obligations under these Terms and Conditions, Reach Robotics or its representatives will be entitled, without the necessity of giving any notice, to enter premises occupied by the Customer to search for and remove any of the Products without in any way being liable to the Customer, and may dispose of or retain such Products as Reach Robotics sees fit. If the Products or any of them are wholly or partially attached to or incorporated in any other good, Reach Robotics may (when practical) disconnect them in any way necessary to remove the Products; and
 - (2) all costs and expenses incurred by Reach Robotics as a result of taking action in accordance with clause 8.6(1), together with transportation and storage charges, must be paid by the Customer to Reach Robotics on demand.
- 8.7. Until title to the Products passes to the Customer, the Customer acknowledges and agrees:
- (1) that the Products supplied and not resold are held by it as bailee for Reach Robotics;
 - (2) that any resale of the Products must only be made on the condition the purchaser is expressly made aware of the existence of Reach Robotics rights under this clause 8;
 - (3) if the Products have been resold by the Customer, that the Customer will hold the proceeds of sale on trust for Reach Robotics immediately when they are receivable or received; and
 - (4) when the proceeds held in trust for Reach Robotics under clause 8.7(3) are received they must either be paid immediately to Reach Robotics or held in a separate bank account as trustee for Reach Robotics and they must not be used by the Customer in any other way.

9. EXPORT AND IMPORT

- 9.1. The Customer accepts the risk that Legislation may now or in the future prevent or inhibit the Product being exported from Australia, imported into any other country, and/or resold to any other Person.
- 9.2. The Customer is solely responsible for doing all things necessary and satisfying all Legislation to export the Product from Australia, import the Product into any other country, and to resell the Product to another Person but Reach Robotics may, at its discretion and without liability, assist the Customer as its agent to export the Product from Australia.
- 9.3. It is an essential term of this Contract that a prohibition under Legislation to do anything in relation to the Product, including to export the Product from Australia, import the Product into any other country and/or resell the Product to another Person, does not:
- (1) affect the Customer's obligations under the Contract which will continue until fulfilled by the Customer, including the payment of the Price;
 - (2) entitle the Customer to a refund of the Price;

- (3) require Reach Robotics to refund the Price to the Customer;
- (4) frustrate the performance of the Contract; or
- (5) make the Contract void or voidable for either being an illegal act or against public policy.

9.4. The Customer indemnifies Reach Robotics against any Claim, (including indemnifying Reach Robotics for an amount equivalent to the Price if Reach Robotics is ordered to refund the Price to the Customer), arising out of or as a result of the Customer's failure to export the Product from Australia, import the Product into any other country, or resell the Product to another Person, or any violation or alleged violation of, or requirement to comply with, any export or import Legislation.

10. INSTALLATION AND OPERATION

10.1. The Customer will:

- (1) only operate the Product in accordance with the instructions for the storage, installation and operation of the Product, which may change from time to time; and
- (2) not install or operate, or allow any other Person to install or operate, the Product for a Prohibited Operation.

11. CUSTOMER WARRANTIES

11.1. The Customer warrants that:

- (1) the Product will not be used for any Prohibited Operation by the Customer or by any Person to whom the Customer makes the Product available; and
- (2) it will, and will ensure that any Person to whom it makes the Product available, stores, installs and operates the Product strictly in accordance with these Terms and Conditions and the instructions for the storage, installation and operation of the Product.

12. REACH ROBOTICS WARRANTIES

12.1. Unless specified otherwise or required by Australian law, any rights the Customer may have under any Legislation are expressly negated by these Terms and Conditions to the fullest extent permitted by Australian law. The Customer acknowledges and agrees that, except as expressly set out in these Terms and Conditions or as otherwise required by Australian law, Reach Robotics makes no warranty or representation in respect of the Product, including warranties or conditions of merchantability, fitness for purpose (whether such purpose is known to Reach Robotics or not), satisfactory quality and/or compliance with description.

12.2. Reach Robotics warrants that the Product will be free from defects in materials and workmanship affecting normal operation for a period of twelve (12) months from delivery ("**Warranty**"). If a Warranty is recoverable in respect of a Product, Reach Robotics will at

its option either repair or replace the Product, supply an equivalent product to the Customer, or refund the price paid by the Customer for the Product.

12.3. The Warranty is void if any one or more of the following occur:

- (1) the Product has been stored, installed or operated or attempted to be stored, installed or operated in breach of these Terms and Conditions or any instruction manual or user guide supplied with the Product;
- (2) the Customer breaches these Terms and Conditions;
- (3) the Product has missing or altered identification tags or serial numbers;
- (4) the Product has been tampered with or the void stickers have been damaged, destroyed, or removed;
- (5) the Customer does not follow all instructions given by Reach Robotics for the return of the Products pursuant to a Warranty claim; or
- (6) the relevant Returned Material Authorisation (RMA) information is not provided by the Customer to Reach Robotics prior to shipping the Product back to Reach Robotics.

12.4. The Warranty does not apply to any damage, fault, failure or malfunction due to:

- (1) any Prohibited Operation of the Product;
- (2) external causes or influences;
- (3) accident, abuse or misuse;
- (4) problems with atmospheric conditions;
- (5) failure to perform required preventive maintenance;
- (6) normal wear and tear;
- (7) act of God, fire, flood, war, act of violence or any similar occurrence;
- (8) any attempt by any Person other than Reach Robotics personnel or duly authorised representatives to service, adjust, repair or support the Product; or
- (9) the use of parts, components, modules or software not supplied by Reach Robotics.

12.5. The Warranty does not cover any items that are in one or more of the following categories: software, third party products, devices external to the Product, or anything added to the Product after it was delivered to the Customer including anything added through Reach Robotics' Custom Integration Services that were not installed by Reach Robotics or its authorised agent.

12.6. If Reach Robotics accepts a Claim and repairs or replaces the Product or any part of the Product in accordance with the Warranty, Reach Robotics will reimburse the Customer

the reasonable shipping charges incurred by the Customer returning the Product to Reach Robotics upon production of appropriate invoices.

- 12.7. The Customer agrees that to the extent permitted by law it will first make a claim against any warranty given by a third party manufacturer for any third party product included in the Product before making a Claim against Reach Robotics.

13. SERVICE AND TECHNICAL SUPPORT

- 13.1. Reach Robotics will provide general service and technical support to the Customer in accordance with its service and technical support policies applying from time to time to the Product.
- 13.2. If the Quote includes optional services and support then Reach Robotics will provide the optional services and support to the Customer in accordance with the terms and conditions of the optional service contract between Reach Robotics and Customer.
- 13.3. Reach Robotics may, at its discretion, revise its service and technical support policies and the optional service contract without notice to the Customer.
- 13.4. Reach Robotics will not provide service or support until it has received full payment of the Price and the Customer has signed and returned the relevant optional service contract.

14. RESALE

- 14.1. The Customer must not sell, lease, transfer or otherwise make available a Product to any Person using any representation or warranty inconsistent with these Terms and Conditions, or to any Person who will or may operate the Product contrary to these Terms and Conditions or applicable Legislation.
- 14.2. Without limiting clause 14.1, the Customer will ensure and procure that any Person to whom the Customer sells, leases, transfers or otherwise makes a Product available, agrees to use the Product in a manner that is not inconsistent with these Terms and Conditions.

15. ORDER CANCELLATION

- 15.1. Cancellation of an order must be provided in writing via email.
- 15.2. Any refund of the initial deposit, or a portion thereof, will be processed in accordance with the following brackets:
 - (1) For cancellation within two weeks from the date of purchase order: a full refund of the deposit.
 - (2) For cancellation within four weeks from the date of purchase order: a refund of 80% of the deposit.
 - (3) For cancellation within six weeks from the date of purchase order: a refund of 50% of the deposit.
 - (4) For cancellation after six weeks from the date of purchase order: no refund of deposit.

16. CLAIMS

- 16.1. To the fullest extent permitted by applicable Australian law, Reach Robotics will not be liable for any Claim except those permitted by these Terms and Conditions.
- 16.2. Any Claim must be in writing with full particulars of the Claim.
- 16.3. To the fullest extent permitted by Australian law, Reach Robotics' total liability for a Claim is limited to, at Reach Robotics' sole discretion, (i) the Price paid for the Product; (ii) the cost of repair of the Product; or (iii) replacement of the Product. Reach Robotics' liability will, in any case, be reduced to the extent to which a Claim arises out of, or is contributed to by, the acts or omissions of the Customer, any Person for whose acts or omissions the Customer is liable, or the acts or omissions of any third party.
- 16.4. If the Customer makes a Claim under Warranty then the Customer will prepay all shipping charges and transport insurance charges and accept the risk of loss or damage during shipment to Reach Robotics and during return shipment from Reach Robotics to the Customer.
- 16.5. The Customer indemnifies Reach Robotics and keeps Reach Robotics fully and effectively indemnified against any Claim arising out of or in connection with the storage, installation, operation or use of a Product caused by any negligent act, omission, wilful misconduct or breach of these Terms and Conditions or any instructions or directions given by Reach Robotics in respect of such, by the Customer, its employees, agents or sub-contractors or any Person for whose acts or omissions Customer is liable.
- 16.6. To the fullest extent permitted by Australian law, Reach Robotics will not be liable to the Customer for any incidental, indirect, special or consequential damages, loss of opportunity, loss of revenue, loss of profit or anticipated profit, loss of business, loss of contracts, loss of goodwill, loss arising out of business interruption, damage to property, loss arising out of or in connection with pollution or contamination, or loss of data arising out of or in connection with the purchase, installation, operation or performance of the Product, even if Reach Robotics has been advised of their possibility.
- 16.7. To the fullest extent permitted by Australian law, any typographical, clerical or other error or omission in the Quote, Purchase Order, Acceptance, Contract or Tax Invoice, sales literature, instructions for the installation or operation of the Product, or other documents or information issued by Reach Robotics may be corrected by Reach Robotics without incurring any liability for a Claim.
- 16.8. To the fullest extent permitted by law, Reach Robotics will not be liable to the Customer for any Claim associated with:
 - (1) any negligent act or omission of Reach Robotics, its employees and agents;
 - (2) the inability of the Customer to export the Product from Australia or import the Product into any country;
 - (3) the resale of the Product by the Customer to any other Person;

- (4) any Legislation preventing or restricting the storage, installation or operation of the Product;
 - (5) any external causes or influences;
 - (6) any problems with atmospheric conditions;
 - (7) any error or omission in the instructions for the storage, installation or operation of the Product;
 - (8) any normal wear and tear;
 - (9) any act of God, fire, flood, war, act of violence or any similar occurrence;
 - (10) any data or software that is lost, corrupted, deleted or altered from any cause whatsoever;
 - (11) any use of third party parts, components, modules or software;
 - (12) any representation or recommendation regarding a third party product or its performance.
- 16.9. The following clauses apply where a Product is subject to the Australian Consumer Law and the Customer falls within the definition of a "consumer" under the Australian Consumer Law:
- (1) The Warranty is in addition to the rights and remedies (including any applicable consumer guarantees) available to the Customer under the Australian Consumer Law. Nothing in these Terms and Conditions affects any of Customer's rights and remedies under the Australian Consumer Law.
 - (2) Reach Robotics acknowledges the following statement (where a reference to "our" means Reach Robotics, "you" means the Customer and "goods" means the Product): Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

17. FORCE MAJEURE

- 17.1. Neither party shall be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the party so delaying, including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lockouts, work stoppages, wars, riots or civil commotion, intervention or public authority, explosion or accident ("**Force Majeure Event**").
- 17.2. During the occurrence of a Force Majeure Event, the affected party shall be entitled to a reasonable extension of time for the performance of its obligations under these Terms

and Conditions and the parties will otherwise use their best efforts to continue performance of the Contract.

18. GENERAL

- 18.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales and shall be subject to the exclusive jurisdiction of the courts of New South Wales.
- 18.2. The Customer cannot assign or otherwise transfer any of its rights and obligations whether in whole or in part, without the prior written consent of Reach Robotics.
- 18.3. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, then such provision will be deleted and these Terms and Conditions will be construed as if such provision had never been included in these Terms and Conditions and the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.
- 18.4. No failure or delay on Reach Robotics' part in exercising any power or right under any Contract operates as a waiver, nor does any single or partial exercise of any power or right preclude any other or further exercise of a power or right, or the exercise of any other power or right.

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