

GENERAL TERMS AND CONDITIONS OF SALE

1. Interpretation

In these General Terms and Conditions of Sale (**Terms**):

- 1.1 "Customer" means the party purchasing Goods from NeuronsVR.
- 1.2 "Content" means any programs, software and audiovisual material that may be supplied by NeuronsVR to the Customer for use together with the Goods.
- 1.3 "Goods" means all products and services supplied or to be supplied by NeuronsVR to the Customer.
- 1.4 "NeuronsVR" means NeuronsVR Pty Ltd ABN 56 654 528 266, and includes its successors, assigns and any one or more of them.
- 1.5 "Quotation" means a quotation, proposal or offer issued by NeuronsVR to the Customer for the supply of Goods to the Customer.
- 1.6 "Subscription" has the meaning given to that term in clause 4.1.
- 1.7 "Subscription Fee" is the fee that the Customer must pay for the Subscription, which is determined in accordance with clause 4.4.

2. General Application of these Conditions

- 2.1 These Terms apply to every Quotation issued by NeuronsVR to the Customer, every order issued by the Customer to NeuronsVR and every agreement entered into between NeuronsVR and the Customer from time to time for NeuronsVR to supply Goods and/or provide the Subscription to the Customer.
- 2.2 Any terms and conditions issued by the Customer to NeuronsVR at any time, whether before, at the time of, or after the customer receives a Quotation or these Terms, are excluded and do not apply.

3. Price for Goods

- 3.1 The sale price of the Goods to the Customer shall be:
 - (a) if NeuronsVR has issued a Quotation to the Customer and the Customer has accepted the Quotation within the time specified in the Quotation, the sale price specified in the Quotation; or
 - (b) otherwise, the price published in NeuronsVR's price list and as amended by NeuronsVR at its absolute discretion from time to time.
- 3.2 Unless the sale price of the Goods is expressed to be inclusive of Goods and Services Tax ("GST") and in addition to payment of the sale price the Customer is responsible for the payment of any GST amount in relation to the applicable invoice for Goods.
- 3.3 The sale price is deemed to include NeuronsVR's delivery costs and disbursements unless the Quotation expressly states otherwise.
- 3.4 All payments made with a credit or charge card will incur a payment processing fee of 2% of the total payment.

4. Subscription

- 4.1 In consideration for the due and punctual payment of the Subscription Fee by the Customer to NeuronsVR, NeuronsVR grants to the Customer a non-exclusive, unassignable, non-transferrable licence to use the Content solely for the purpose of using the Goods ("Subscription").
- 4.2 For the avoidance of doubt, the purchase of Goods or the Subscription does not transfer ownership of, or otherwise grant any right in or to, any intellectual property rights of NeuronsVR, whether registered or unregistered and whether included in the Content or otherwise, including, but not limited to, trade marks, patents, designs, copyright, technical specifications and information, software, computer programs and code ("Intellectual Property").
- 4.3 The Customer must not use, disclose, modify, adapt, reproduce, develop or otherwise exploit or profit from the Content or any Intellectual Property in any way without NeuronsVR's prior written consent.
- 4.4 The Subscription Fee shall be:
 - (a) for the first 12 months of the Subscription, if NeuronsVR has issued a Quotation to the Customer and the Customer has accepted the Quotation within the time specified in the Quotation; or
 - (b) otherwise, the price published in NeuronsVR's price list and as amended by NeuronsVR at its absolute discretion from time to time.

5. Payment of Price and Subscription Fee

- 5.1 The price of Goods and Subscription Fee shall be payable net without deduction or set off any claim for damages or otherwise.
- 5.2 Payment of the price for Goods must be made by the Customer within 7 days after the date of NeuronsVR's invoice for the sale price of the Goods.
- 5.3 The Customer may pay the Subscription fee either in advance once every 12 months, or by way of 12 equal monthly instalments in advance due on the same day of each month on which the Subscription commenced. If the Customer elects to pay the Subscription Fee by way of 12 equal monthly instalments, then the Customer must sign the form of 'Direct Debit Form' that is attached to these Terms and clause 14 will apply in addition to this clause 5.
- 5.4 If the Customer fails to make payment to NeuronsVR when due, the Customer must pay interest on that amount, following notice by NeuronsVR to the Customer of the late payment, which interest will accrue daily from the due date for that amount until such amount is paid in full. The rate of interest for the purpose of this clause will be 1.5% per month (calculated daily).
- 5.5 If the Customer fails to make payment to NeuronsVR when due in relation to any Goods supplied, the invoiced price of all Goods sold and delivered by NeuronsVR to the Customer shall then become immediately due and payable.
- 5.6 If the Customer fails to make payment of the Subscription Fee when due, NeuronsVR may, without limiting any other rights or remedies it may have, at its absolute discretion suspend the Subscription until such time as the Subscription Fee has been paid in full or terminate the Subscription. NeuronsVR may do all things necessary to prevent the Customer's access to the Content when the Subscription is suspended or terminated.
- 5.7 If NeuronsVR exercises its rights pursuant to clause 5.6, the Customer waives and releases NeuronsVR from liability for any claim with respect to any loss, damage, cost or expense that may be suffered or incurred by the Customer as a result of the exercise, including, but not limited to, any loss of use or loss of value of the Goods. The Customer also agrees that the sale price of the Goods is not refundable, either in whole or in part, if NeuronsVR exercises its rights pursuant to clause 5.6.

6. Credit

NeuronsVR may at any time, in its absolute discretion, refuse to supply further Goods on credit to the Customer. If NeuronsVR withdraws or suspends any credit facility granted to the Customer, whether in breach of the agreement or not, NeuronsVR shall not be liable to the Customer for any loss or damage which the Customer may suffer as a result of that withdrawal or suspension.

7. Delivery

- 7.1 NeuronsVR will use its reasonable endeavours to deliver the Goods on the delivery date. The delivery date will be the date specified in any acceptance issued by NeuronsVR to Customer in response to Customer's order, or such other date as the parties may agree. NeuronsVR is not liable for any loss, cost, damage, expense, liability or claim of any kind, including loss of profits, that is caused directly or indirectly by or arises from any delay in delivery or failure of delivery or as a consequence of the unavailability of such Goods or any cause beyond the control of NeuronsVR. Delivery occurs when the Goods are unloaded from a carrier at the Customer's address.
- 7.2 NeuronsVR may, in its absolute discretion, stop delivery of Goods to the Customer if:
 - (a) the Customer is in breach of clause 5 of these Terms;
 - (b) the Customer has breached any other term of this agreement or any other agreement with NeuronsVR; or
 - (c) NeuronsVR believes on reasonable grounds that the Customer is or may become insolvent or that the Customer will not be able to satisfy any payments due to NeuronsVR.

8. Warranties

- 8.1 To the extent permitted by law, the liability of NeuronsVR in respect of any breach of these Terms or breach of any warranty (whether made in these Terms or otherwise provided by NeuronsVR to the Customer) for any Goods is limited to, at the option of NeuronsVR:
 - (a) the replacement of the Goods;

- (b) the repair of the Goods;
- (c) the payment of the cost of replacing the Goods or acquiring equivalent goods; or
- (d) the payment of the cost of having the Goods repaired.

8.2 To the extent permitted by law, all warranties, whether express, implied or otherwise, that are not set out in these Terms or provided by NeuronsVR to the Customer are excluded and NeuronsVR is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for:

- (a) any increased costs or expenses;
- (b) any loss of profit, revenue, business, contracts or anticipated savings;
- (c) any loss, damage, cost, expense liability or claim that is caused by or arises from the use, misuse or abuse of the Goods or the Content by the Customer or any third party or the failure by the Customer or any third party to comply with the instructions and recommendations of NeuronsVR in relation to the use of the Goods or the Content;
- (d) any loss, damage, cost, expense liability or claim that is caused by or arises from any act, omission or negligence of the Customer or any third party;
- (e) any loss or expense resulting from a claim by a third party;
- (f) any personal injury, illness or death of any person or any loss of, damage to or loss of use of any real or personal property that is caused by or arises from the use of the Goods or the Content by the Customer or any third party;
- (g) any special, indirect or consequential loss or damage of any nature whatsoever.

8.3 The Customer and its employees, officers, agents and contractors ("Personnel") must indemnify and keep indemnified NeuronsVR and NeuronsVR's Personnel against all actions, claims, costs (including legal costs on an indemnity basis), damages, expenses, interest, liabilities and losses, whether present or future, actual or contingent, and whether direct, indirect, special, consequential or otherwise, including, but not limited to, loss of profits, loss of business revenue, failure to realise expected profits or savings, overhead costs, loss of goodwill, loss of reputation, loss of value in any intellectual property, damages or liquidated sums payable pursuant to other agreements, other economic losses, or any consequential or indirect losses of any kind howsoever arising and whether caused by breach of statute, breach of contract, negligence or other tort, suffered or incurred by the NeuronsVR arising from, caused by or in connection with any one or more of the following:

- (a) death, illness or personal injury of any person that arises from, is caused by or is in connection with the act, omission or negligence of the Customer, its Personnel or any third party, or the use or misuse of the Goods by the Customer, its Personnel or any third party;
- (b) loss of, damage to, or loss of use of any real or personal property that arises from, is caused by or is in connection with the act, omission or negligence of the Customer, its Personnel, or any third party within its premises or the use or misuse of the Goods by the Customer, its Personnel or any third party; and
- (c) any breach of these Terms by the Customer or its Personnel.

9. Acceptance, Returns and Cancellation

9.1 The Customer must, as soon as possible after delivery of the Goods, inspect the Goods and confirm in writing to NeuronsVR within 24 hours after delivery whether there is any shortage in the number of Goods delivered or if the Goods are in any way damaged, defective or do not comply with these Terms.

9.2 If the Customer does not provide a notification to NeuronsVR in accordance with clause 9.1, the Customer is deemed to have accepted the Goods and the Goods are deemed to be in the correct quantity, of acceptable quality and to comply with these Terms.

9.3 Goods will not be accepted for return without the prior written approval of NeuronsVR.

9.4 Goods accepted for return:-

- (a) must be accompanied by a copy of the approval and must quote NeuronsVR's invoice and delivery docket number to which the Goods relate;
- (b) must be returned in their original packaging;
- (c) must not have been used or damaged and must be of merchantable quality;
- (d) must be returned at the cost of the Customer.

9.5 Goods accepted for return shall be accepted and credited to the Customers credit account, except in the case of cash sales.

9.6 The Customer agrees that it will pay NeuronsVR a handling charge of twenty five percent (25%) of the invoice price of the Goods accepted for return.

9.7 If the Customer wishes to cancel or modify an order for Goods, the Customer must provide the request to NeuronsVR in writing. NeuronsVR has the sole discretion to accept or reject any request by the Customer to cancel or modify an order for Goods. If NeuronsVR agrees to cancel or modify an order, the Customer must pay to NeuronsVR on demand and in addition to the sale price of the Goods any loss, cost, damage, expense or liability suffered or incurred by Neurons VR as a result of the cancellation or modification.

10. Title and Risk in the Goods

10.1 Title to the Goods shall not pass to the Customer until and unless all monies due and payable by the Customer to NeuronsVR on all accounts have been paid in full.

10.2 Risk in the Goods passes to the Customer when the Goods are delivered to the Customer's address.

10.3 Until payment is made the Customer shall hold the Goods as bailee.

10.4 The Customer shall, if required, store the Goods in a manner which clearly identifies NeuronsVR's ownership of the Goods.

10.5 Unless and until NeuronsVR makes demand for return of Goods, the Customer may sell the Goods in the ordinary course of its business and shall hold and account for the proceeds of sale to NeuronsVR. The proceeds of sale are to be paid into an account maintained solely for that purpose.

10.6 If the Customer sells Goods to a purchaser who refuses or neglects to pay for the Goods the Customer will, if called upon to do so, assign to NeuronsVR its rights against the purchaser.

10.7 The Customer shall at its own cost insure the Goods for their full insurable value against all of the usual risks in the names of both NeuronsVR and the Customer for their several interests. If called upon to do so, the Customer will produce evidence to NeuronsVR of such insurance.

10.8 If the Customer breaches clause 5 of these Terms or if the Customer becomes insolvent then the Customer shall, if required to do so by NeuronsVR, promptly deliver up the Goods to NeuronsVR.

10.9 If the Customer fails to promptly deliver up the Goods to NeuronsVR, NeuronsVR by its servants or agents is authorised at any time and from time to time to enter without notice any place where the Goods are situated and to take possession of and remove them and for this purpose NeuronsVR is appointed the Customer's agent.

11. PPSA

11.1 Defined terms in this clause have the same meaning as given to them in the *Personal Property Securities Act 2009* (Cth).

11.2 To the extent that the arrangement documented in these Terms constitutes a Security Interest:

- (a) this clause 11 applies;
- (b) the Security Interest is created in, and the Customer grants to NeuronsVR a Security Interest in:
 - i. all Goods previously supplied by NeuronsVR to Customer, if any;
 - ii. all Goods that will be supplied in the future by NeuronsVR to Customer; and
 - iii. all proceeds received by the Customer in relation to the Goods, if any,and a Financing Statement may be registered on the Register.

11.3 The Customer acknowledges that the creation of, and granting of, the Security Interest gives rise to remedies of repossession, retention and/ or sale of the Goods in accordance with the PPSA or otherwise where NeuronsVR seeks to enforce the Security Interest.

11.4 To the extent permissible at law, the Customer:

- (a) waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer to NeuronsVR; and
 - (b) agrees to indemnify NeuronsVR on demand for all costs and expenses, including legal costs and expenses on a solicitor/client basis, associated with any registration, amendment, discharge, or enforcement or attempted enforcement of any Security Interest, and all other costs associated with the perfection and enforcement of the Security Interest.
- 11.5 To the extent permissible at law;
- (a) nothing in sections 130 to 143 of the PPSA will apply to these Terms or the Security Interest under these Terms; and
 - (b) the Customer waives its rights as they are set out in all the following sections of the PPSA: 95,118, 121, 123 and 129.
- 11.6 The Customer must ensure that all third parties who may from time to time take or come into possession of the Goods are advised of NeuronsVR's Security Interest in such Goods.

12. Claims and Incidents

- 12.1 The Customer must:
- (a) promptly inform NeuronsVR of all complaints or claims relating to the Goods that are received by the Customer;
 - (b) not admit liability on behalf of NeuronsVR in respect of any complaint or claim relating to the Goods without NeuronsVR's prior written consent;
 - (c) not resolve or settle any complaint or claim relating to any Goods which may result in NeuronsVR incurring any liability (whether to an end user or purchaser of the Goods, the Customer or any other person) without NeuronsVR's prior written consent; and
 - (d) deal promptly with all complaints relating to any of the Goods where NeuronsVR will not incur any liability with respect to the complaint or claim.
- 12.2 Where the Customer becomes aware of an incident where a person has suffered death or serious injury or illness that was caused by, or may have been caused by, the Goods ("Incident"), the Customer must immediately notify NeuronsVR in writing of such Incident.
- 12.3 Where the Customer becomes aware of an Incident, the Customer must also provide sufficient information to NeuronsVR to allow NeuronsVR to meet its statutory reporting requirements, including but not limited to:
- (e) details as to when the Goods were purchased and the quantity of Goods purchased;
 - (f) the nature of the injury or illness and the circumstances in which it occurred; and
 - (g) any other information that NeuronsVR reasonably believes is required to allow it to investigate the Incident and to meet its statutory reporting obligations.
- 12.4 Nothing under this clause will be taken to be admission by NeuronsVR of any liability in relation to the Goods or the Incident.

13. Miscellaneous

- 13.1 Any contract or any agreement, incorporating these conditions of sale shall be deemed to have been made in New South Wales and the Customer agrees to submit to the jurisdiction of the Courts of New South Wales.
- 13.2 If any provision of these Terms is or is found to be void, illegal or unenforceable in any jurisdiction, that provision is severed from these Terms within that jurisdiction to the extent that it is void, illegal or unenforceable and these Terms otherwise continue in full force and effect.
- 13.3 These Terms, any Quotation and any agreement between the Customer and NeuronsVR may only be amended with the written consent of NeuronsVR.
- 13.4 The Customer must not assign, novate, transfer or otherwise deal with any of its rights or obligations under these Terms without NeuronsVR's prior written consent.
- 13.5 Any waiver by NeuronsVR of any right, remedy or obligation or any failure or delay by NeuronsVR to enforce or exercise any right, remedy or obligation on any one or more occasions does not limit or prevent NeuronsVR from exercising or enforcing that right, remedy or obligation on any other occasion. Any waiver of a right, remedy or obligation by NeuronsVR will be of no effect unless it is given in writing and signed by NeuronsVR.

14. Direct Debit Terms

- 14.1 By signing the Direct Debit Form, the Customer authorizes NeuronsVR to arrange for funds to be debited from the Customer's account.
- 14.2 If the due date for a payment falls on a day that is not a day on which banks are open for business in the jurisdiction in which the payment will be made, NeuronsVR may direct your financial institution to debit your account on the next day on which banks are open.
- 14.3 NeuronsVR may vary the terms of the Direct Debit Form at any time by providing the Customer with at least 14 days' prior written notice.
- 14.4 If the Customer wishes to stop or defer a payment that is to be made by direct debit or to cancel its authority for a direct debit, the Customer must notify NeuronsVR in the first instance at least 30 days before the next due date for payment. If the payment of an instalment of the Subscription Fee is cancelled, the Customer must immediately pay to NeuronsVR the balance of the Subscription Fee for the current 12 month period of the Subscription that has not yet been paid.
- 14.5 It is the Customer's sole responsibility to ensure that there are sufficient clear funds available in its account to allow a debit payment to be made.
- 14.6 If there are insufficient funds in the Customer's account, the Customer must ensure that the relevant payment is made to NeuronsVR as soon as possible using another payment method acceptable to NeuronsVR.
- 14.7 If there are insufficient funds in the Customer's account, NeuronsVR may charge to the Customer, and the Customer must pay to NeuronsVR on demand, a fee that reflects the costs and expenses incurred by NeuronsVR as a result of the direct debit payment not being made.

I /We agree that should this application be approved, I / We will abide by your General Terms and Conditions of Sale as detailed on this application.

Signatures: _____

Name: _____ Position: _____

