TERMS and CONDITIONS OF SALE

NOTE TO CUSTOMER – THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE BY BENBRO AT ANY TIME. BENBRO MAY GIVE NOTICE TO THE CUSTOMER OF SUCH CHANGES AT ANY ADDRESS HELD FOR THE CUSTOMER (INCLUDING AN EMAIL ADDRESS) OR BY PUBLISHING THE CHANGED TERMS AND CONDITIONS ON THE BENBRO WEBSITE.

Interpretation

1. In these conditions:
   "Customer" or "you" means any entity, including an incorporated or unincorporated business or an individual (and where the context permits its employees, agents and subcontractors) who acquires Goods or Services from BENBRO.
   "Goods" means the products supplied by BENBRO to the Customer.
   "BENBRO" means BENBRO ABN 38 155 523 176
   "Services" means the services supplied by BENBRO to the Customer.
   "Shipped" means when goods are dispatched from our premises by courier or collected directly by the customer or their agent.
   "Website" means www.Benbro.com.au

Quotations

2 All quotations are valid for a period of 30 days from the date of issue. BENBRO reserves the right to review quoted prices and terms after the expiry of 30 days, or in the event of any change to job specifications.

3 Where an exchange rate applies to a quotation, it will be stated on the written quote. Any variation in the rate that is greater or less than 5% will be applied to the quoted price at the time of order confirmation – see Clause 7.

Order Acceptance

4 All PCB manufacturing/assembly orders placed on BENBRO must be accompanied by the Bill of Materials, the latest version of the PCB design (Gerber file), the required product build quality standard, pick and place files (where applicable) and test procedures.

5 BENBRO will confirm any Purchase Order received with; (i) Order Acknowledgement in writing within 48 hours and a follow-up (ii) Order Confirmation within 7 days of receipt of the customer's fully supplied information. No comments or rejections by the customer beyond 2 business days of issue of the Order Confirmation will be considered and on which date the Contract for Supply will come into existence.

6. BENBRO shall not provide a performance bond, performance guarantee or any similar collateral financial contract guaranteeing BENBRO's performance of any Services and/or delivery of any Goods under the Contract

7 Orders and Repeat orders are subject to a price review and may differ from the original offer due to cost or exchange rate fluctuations exceeding 5% from the date of Order by the Customer, based on the buy/sell rate of Westpac Bank. The Customer will be notified of any price fluctuation at the time of order acceptance.

Invoicing

8 An invoice will be issued to the Customer and becomes effective each time goods and/or services are supplied by BENBRO. Supplied means goods shipped from our warehouse or collected directly by the customer or their agent.

9.1 The Customer must pay to BENBRO all monies owing for the Goods and Services and associated charges, as set out in any Invoice, Order Confirmation, Acceptance or Other Agreement issued by or on behalf of BENBRO, prior to shipping, unless otherwise agreed we provide credit terms in writing.

9.2 BENBRO Terms for payment for invoices issued to the Customer only with credit approval are 14 calendar days net of issue date unless otherwise agreed in writing.

9.3 Credit Terms may be agreed where a customer can confirm potential or current trading of >$5K per annum and on an ongoing basis. Terms offered will be 14 calendar days, net of invoice date.

9.4 Credit Terms are negotiated on a case by case basis, but must be agreed in writing.

10 Once commenced, where the supply of goods and services has not been completed by each month end, or at such other stage of a particular supply, when BENBRO reasonably determines it is appropriate to do so, a progress invoice may be issued to the Customer (proportional to any components supplied by the customer or ordered on behalf of the customer and/or work completed).

Additional Terms

11 The Goods and Services are supplied subject to these Terms and Conditions, which shall prevail over all other conditions of the Customers' order to the extent of any inconsistency, and which shall not be varied or waived unless agreed by BENBRO in writing. These Terms and Conditions apply whether or not the Customer has an account with BENBRO.

12. BENBRO Reserves the right to increase it's prices to cover any increases due to;

12.1 changes in Governmental policies on sales tax, duty or any other statutory imposts that may from time to time be imposed for payment or remittance by BENBRO.

12.2 changes in the Consumer Price Index (CPI)

12.3 changes in freight or other costs directly related to the procurement of the Goods and Services after the confirmation of the Order.

Design Changes and Variations to orders

13. All changes to design, quantities, order configurations and product manufacturing specifications are to be advised in writing to BENBRO (see also 18.1). BENBRO will review the changes and advise the Customer of any change to the cost value of the ordered item(s). Upon written Customer acceptance of any change in the cost, BENBRO will issue an Engineering Change Notice (ECN) as confirmation of the acceptance of the change.

Customer Supplied Inventory and Documentation

14. All components and documentation supplied by the Customer (at their cost) shall be checked by BENBRO for quantity and description upon receipt at BENBRO's premises and any discrepancies reported to the Customer within 5 business days of the receipt.

Specified Quality

15. Where the Customer does not supply a written quality specification or a qualified golden sample upon order placement, then BENBRO will apply IPC-610-E Class 2 as the default quality standard.

Delivery

16. The Customer will specify any special requirements for handling, storing, processing or conveying their products upon order placement. All delivery charges including but not limited to transport, loading, unloading and handling incurred by BENBRO will be charged to the Customer, unless otherwise stated in the Order Confirmation.

17. BENBRO shall use its reasonable endeavours to deliver the Goods and/or supply the Services on the Delivery Dates, but any such date is approximate only and based on lead times from the date of receipt of the Order, or, if applicable, design approval.

Cancellation of Order

18. The following conditions are applicable where an order is cancelled 2 business days of issue of the Order Confirmation of receipt of your purchase order:

18.1 No order may be cancelled, modified or deferred without the prior written consent of BENBRO, which is at the absolute discretion of BENBRO. Such consent is subject to BENBRO being reimbursed for all ordered/pre-purchased components, losses and expenses resulting from the cancellation, modifications or deferment. Losses include and are not limited to a loss of profits.

18.2 Change of mind is not an acceptable reason for an order cancellation.

18.3 Subject to Laws all cancellations are accepted only at the absolute discretion of BENBRO and any losses incurred or non-cancellable goods ordered will be invoiced to the customers' account.

Goods Warranty

19. BENBRO warrants that any Goods if:

a) BENBRO is satisfied that the Goods were defective in materials or in manufacture from the time of delivery of the Goods to the Customer; and

b) The Customer gives notice to BENBRO at the address shown on the front of the invoice or other delivery documentation or at the address otherwise notified to the Customer, detailing the defects e.g. materials, or in manufacture; and

c) The Customer returns the defective Goods to BENBRO at the expense of Customer.

d) BENBRO shall warrant for 12 calendar months from the date of delivery of the original purchase of the Goods, and shall be limited to parts, labour and return freight only.

e) In the event that BENBRO determines no fault is found with regards to Goods, then a nominal inspection fee may be charged to the customers' account for any inspection labour time carried out.
f) In the event that any repairs under the warranty period are required, the repairs will also be covered for a further 3 months for parts and labour. This includes any repairs conducted on the last day of the 12 calendar months warranty period.

20. The benefits to the Customer under this Quality of Goods Warranty policy, are in addition to and are subject to any other rights and remedies which the Customer may have. If the Australian Consumer Law applies, the goods come with guarantees which cannot be excluded and which entitle the Customer to a refund for a major failure and for compensation for any other reasonably foreseeable loss or damage.
21. If the Australian Consumer Law applies 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.
22. Warranty is effected in Australia only. Goods shipped overseas will not be covered.

Confidentiality

22. Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 22.1

22.1 Each party may disclose the other party's confidential information only;

22.1.1 to its authorised employees who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure its authorised employees to whom it discloses the other party's confidential information comply with this Clause 22; and

22.1.2 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

Limitation of Liability

23. Subject to clauses 19 and 20 of these Terms and Conditions, and to the extent permitted by the Australian Consumer Law, the Customer has no claim against BENBRO for any damages whatsoever arising out of the purchase or the use of the Goods.

24. Assuming that the Goods or Services sold by BENBRO are not for personal, domestic or household purposes, BENBRO's liability under any guarantee or warranty, whether express or implied by the Australian Consumer Law or other relevant legislation is limited to:
    24.1 In the case of goods, any one or more of the following:
        a) the replacement of the goods or the supply of equivalent goods;
        b) the repair of the goods;
        c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
        d) the payment of the cost of having the goods repaired; or
    24.2 In the case of services:
        a) the supplying of the services again; or
        b) the payment of the cost of having the services supplied again; or
    24.3 In the case of a monetary claim in respect of goods;
        a) the cost of replacing the goods;
        b) the cost of obtaining equivalent goods; or
        c) the cost of having the goods repaired, whichever is the lowest amount.

Exclusion of Warranties

25. Subject to conditions 19 to 20 inclusive and subject to any statutory rights including under the Australian Consumer Law, BENBRO gives no further warranties with respect to the Goods or Services supplied to the Customer. All further warranties are excluded except where they are expressly given in writing by BENBRO, or except to the extent that any implied warranty cannot be excluded by law.

Use of Goods

26. The Customer indemnifies BENBRO against any claim whatsoever arising from the Customer's improper use of the Goods, and any breach by the Customer of its obligations under this Agreement.

No Liability for Delay

27. Subject to any statutory rights including under the Australian Consumer Law, BENBRO will not be liable for any delivery delay or any non-delivery attributable to transport delays, unavailability of Goods or other products, lockouts, holiday periods, or any other force majeure clause whatsoever

which is outside the control of BENBRO. Where part delivery of goods is made, payment will be made for those goods which are delivered.

Force Majeure

28.1 The Parties may defer the date of delivery or payment or reduce the amount of Goods ordered, if they are prevented from or delayed in carrying on with their business by acts, events, omissions or accidents beyond their reasonable control which includes without limitation strikes, lock-outs, acts of God, expropriation or confiscation of facilities, any form of Government intervention, war, hostilities, rebellion, terrorist activities, local or national emergency, sabotage or riots, and floods, fires, explosions, pandemics or other catastrophes.

28.2 Neither party shall be held responsible for failure to carry out its duties, if it is directly impacted by a Force Majeure event if the affected party has;

28.2.1 taken all reasonable steps to prevent and avoid the Force Majeure event;

28.2.2 taken all reasonable steps to overcome and mitigate the effects of the Force Majeure event as soon as reasonably practicable; and

28.3 On becoming aware of the Force Majeure event promptly informing the other unaffected party in writing that a Force Majeure event has happened, giving details of the event together with a reasonable estimate of the period during which the event shall continue.

Rights in Relation to Title of Goods

29. BENBRO reserves the following rights in relation to the Title of Goods (a) until all accounts owed by the Customer to BENBRO are fully paid(b):
(a) ownership of the Goods;
(b) to keep or resell any Goods repossessed pursuant to cl. 29 above.

30. If, before all accounts owing by the Customer to BENBRO are fully paid, the Goods are resold or products manufactured using the Goods are sold by the Customer, the Customer shall hold such part of the proceeds of any such sale as represents the invoice price of the Goods in a separate identifiable account as the beneficial property of BENBRO and shall pay such amount to BENBRO upon request.

31. Notwithstanding the provisions above BENBRO shall be entitled to maintain an action against the Customer for the full purchase price of the Goods.

Personal Property Securities Act (Cth) ("PPSA")

32. **(a)** The retention of title to the Goods by BENBRO until they are paid for, or the sale of any goods by BENBRO to the Customer on consignment, may create a Security Interest in the Goods. All terms in this clause have the meaning given in the PPSA; and "PPSA" includes all amendments to, regulations under, and legislation associated with, the Personal Property Securities Act.
(b) At the request of BENBRO, the Customer shall promptly execute any documents, provide all necessary information and do anything else required by BENBRO to ensure that any Security Interest which may be created under these Terms and Conditions in the Goods or their proceeds is enforceable, perfected and otherwise effective under the PPSA, and has priority over all other security interests in the Goods. BENBRO is authorised by the Customer to register its Security Interest in respect of the Goods in the PPS Register at any time.
(c) The Customer waives its rights under all sections of the PPSA which are referred to in Section 115 of the PPSA, to the extent permissible by law.
(d) The Customer waives its right to receive a notice of PPSR registration under Section 157 of the PPSA.
(e) BENBRO may in protecting its security interests rely on any rights which it has under statute or under this Agreement, in its discretion.

Errors or Omissions

33. BENBRO takes all reasonable care in preparing quotations and orders but is unable to accept any responsibility for any errors or omissions, in its quotation or in the plans, drawings or specifications you provide to us for the purpose of quoting. It is your responsibility to carefully check and confirm all items, quantities and measurements before placing an order. Where BENBRO accepts any order placed, unless specifically agreed otherwise, it does so on the basis that you bear full responsibility for ensuring the accuracy of all items, quantities and measurements and that they comply with any plans, drawings or other specifications provided.

Risk on Delivery

34. The risk in the Goods passes to the Customer upon delivery. The Customer will be responsible for ensuring any delivered goods are insured and the Goods are kept in good condition and indemnifies BENBRO against any damage to or loss of the goods, however caused, after delivery until all monies are paid to BENBRO for the Goods.

Payment Terms

35.1 Payment is due at time of invoicing prior to shipping goods. Only where prior approved, 14 days net terms are available, or otherwise as agreed in writing between BENBRO and the Customer and as outlined in our invoice. Payment to be made by EFT directly into BENBRO's nominated bank account without deduction or discount. Changes to this clause apply to special or customised orders.

35.2 No credit card payments are accepted after 1st October 2026.

Special or Customised Orders

36. BENBRO may request a deposit of 60 - 100% which is payable within 48 hours of order placement for special or customised orders that do not form part of BENBRO's normal products or in-stock inventory. The balance payment of such goods will be required to paid within 48 hours of the customer being notified by BENBRO the goods are ready for shipment to the customer or any other terms for payment as notified by BENBRO.

Collection/Legal Charges

37. The Customer agrees that if the account is not paid by the due date, the account may be lodged with a mercantile agent for recovery, and in such circumstances the applicant will bear an account surcharge of minimum 5% to cover the agent's commission. In addition, the applicant agrees to bear all legal costs and disbursements incurred in the recovery of the debt.

Default Interest

38. BENBRO may charge interest on any overdue amount at a rate equivalent to 3.0% p.a. above the business overdraft interest rate of its principal banker, as determined and calculated by BENBRO. Such interest will be payable on demand by BENBRO and for so long as it remains unpaid will compound on a monthly basis.

Excess Components

39.1 At the point of cessation of a product build due to end of life, obsolescence, or order cancellation then the excess components held by BENBRO will be invoiced to the Customer.

39.2 On occasion the customer may pre-purchase components that will be held by Benbro free of charge for convenience, to be fed back into the manufacturing of customer bespoke goods. In such cases Benbro will Insure the components under our normal Business Liability Insurance. Benbro cannot be held responsible for expiry due to aging or where the customer has not consumed the components within the specific component expiry date.

Abandoned Goods

40. If you fail to collect your order or fail to accept delivery of your order as agreed or within a reasonable time afterwards, then, subject to applicable laws, BENBRO may invoice you any amounts owing for the Goods, where BENBRO is not reasonably able to return the Goods to stock or resell them.

Entire Agreement

41. These terms and conditions, together with BENBRO policies are available on its website (including its returns and refunds policy), apply to the exclusion of all other terms and conditions, including any terms and conditions contained in any purchase order or other document provided by you, the customer. In the event of any inconsistency between those documents, these terms and conditions will take precedence. Where BENBRO accepts your order, it does so on the basis of these terms and conditions and any clarifications, such as inclusions and exclusions, included in its quote, unless expressly provided otherwise in writing.

Data Protection

42. Both parties will comply with all applicable requirements of the Australian Privacy Act 1988 ("Privacy Act"). This Clause 42 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Privacy Act.

Applicable Law

43. The supply of the Goods and Services by BENBRO to the Customer is governed by the laws and courts of New South Wales.

Notices

44. Any notice given to a party under or in connection with the Contract shall be in writing and shall be communicated via email.

No Waiver

45. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
46. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

Severance

47. If any provision of the Contract (or part of any provision) is found by any court or other authority or competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to be part of the Contract and the validity and enforceability of the other provisions of the Contract shall not be affected.

Governing Law and Jurisdiction

48.1 The Contract and any dispute or any claim arising out of or in connection with its subject matter shall be governed by and construed in accordance within the laws of New South Wales, Australia.

48.2 The Parties agree that the courts of New South Wales, Australia shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.

Dispute Resolution

49.1 In the event of a dispute between the Parties, the senior management of both Parties shall meet within 15 calendar days of one being notified by the other that a dispute exists and shall, in good faith, attempt to negotiate a resolution to the dispute.

49.2 If the Parties are unable to resolve the dispute as outlined in Clause 48.1, the dispute shall be resolved by arbitration in accordance with the Australian Centre for International Commercial Arbitration (ACICA) arbitration rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one.

49.3 Nothing in this section shall prevent the Parties from seeking any injunctive or equitable relief by a court or a competent jurisdiction.

Privacy

50. BENBRO will comply with the Australian Privacy Principles. A copy of the BENBRO Privacy Statement Policy is available on our website.

Version 4.0 – dated 29 September 2026.