

## SOVEREIGN THREE PTY LTD

### Terms and Conditions of Sale

ABN: 60 651 255 873 | ACN: 651 255 873 | Version 2.0 |

These Terms and Conditions of Sale ("Terms") govern all sales of products, technology, equipment, software and associated services by Sovereign Three Pty Ltd ("Supplier" or "S3") to its clients. By placing an order, accepting a quotation, accepting delivery, or making any payment, the Client agrees to be bound by these Terms. These Terms supersede all prior agreements, representations, or understandings between the parties relating to the subject matter hereof.

#### 1. Definitions

- 1.1 "Supplier" or "S3" means Sovereign Three Pty Ltd, its successors, assigns, and any person or entity authorised to act on its behalf.
- 1.2 "Client" means the person, company, government agency or other entity purchasing Goods and/or Services from S3. Where more than one Client exists, each is jointly and severally liable under these Terms.
- 1.3 "Goods" means all hardware, technology equipment, systems, devices, components, accessories, consumables and any associated firmware or embedded software supplied by S3 to the Client under any order, invoice or agreement.
- 1.4 "Services" means any installation, configuration, integration, training, technical support, maintenance, or professional services provided by S3 in connection with Goods or otherwise.
- 1.5 "Software" means any software, firmware, application, platform, or digital product supplied by S3 whether embedded in Goods, delivered separately, accessed via a cloud or SaaS platform, or provided under a third-party licence resold by S3, and includes any updates, patches, or new releases thereof.
- 1.6 "Price" means the price payable by the Client for Goods and/or Services as agreed in writing, inclusive or exclusive of GST as stated on the relevant invoice or quotation.
- 1.7 "GST" has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 1.8 "CCA" means the Competition and Consumer Act 2010 (Cth), including Schedule 2 (Australian Consumer Law).
- 1.9 "Controlled Goods" means any Goods, technology, or technical data subject to export controls, sanctions, or dual-use regulations under Australian law or applicable foreign regimes, including but not limited to the Defence Export Controls framework, the Defence and Strategic Goods List (DSGL), the US International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), or any equivalent laws in the United Kingdom, European Union, or applicable Middle East jurisdictions.
- 1.10 "Confidential Information" means all non-public information disclosed by S3 to the Client, including product specifications, pricing structures, capability details, integration methods, system architecture, and client or partner identities.
- 1.11 "Return Period" means the period of thirty (30) calendar days from the date of Delivery within which an approved return may be initiated, subject to the conditions in clause 7.

#### 2. Acceptance

- 2.1 The Client is taken to have accepted these Terms exclusively and is immediately bound by them when the Client places an order, accepts a quotation, accepts delivery, or makes any payment for Goods or Services.
- 2.2 These Terms may only be amended with the written consent of both parties and shall prevail to the extent of any inconsistency with any other document or agreement between the parties, unless otherwise expressly agreed in writing by S3.
- 2.3 Electronic signatures are accepted and deemed valid in accordance with the Electronic Transactions Act 2003 (Cth) and applicable state equivalents.
- 2.4 S3 reserves the right to decline any order at its sole discretion, including where fulfilment would conflict with applicable laws, export controls, sanctions, or S3's internal compliance obligations.

### 3. Price and Payment

- 3.1 The Price for Goods and/or Services shall be as set out on any invoice or quotation provided by S3 to the Client, or as otherwise agreed in writing. Quoted prices are valid for thirty (30) days from the date of quotation unless otherwise stated.
- 3.2 S3 reserves the right to amend the Price if: (a) a variation to the Goods or Services is requested by the Client; (b) there is a change in currency exchange rates, international freight costs, customs duties, or tariffs beyond S3's reasonable control; or (c) additional costs arise due to export licensing requirements, regulatory compliance obligations, or country-specific import requirements applicable to the delivery jurisdiction.
- 3.3 Unless otherwise stated, the Price is exclusive of GST. The Client must pay GST in addition to the Price at the same time and on the same basis as the Price. Where Goods are exported outside of Australia, applicable tax treatment shall be determined in accordance with Australian GST law and any applicable double tax arrangements.
- 3.4 Payment is due within the period stated on the invoice, or if no period is stated, within fourteen (14) days of the invoice date. Time for payment is of the essence.
- 3.5 Accepted payment methods include bank transfer (EFT), bank cheque, and credit card (a surcharge may apply per transaction). S3 may require a deposit or full prepayment prior to commencing procurement or delivery of any order, particularly for custom-configured or internationally sourced Goods.
- 3.6 The Client must not withhold or set off payment of any invoice due to a disputed portion unless agreed in writing by S3. Any disputed amount must be raised in writing within seven (7) days of invoice receipt.
- 3.7 Where payment is made by any method other than cash or cleared EFT, payment is not deemed to have occurred until the funds have been cleared and received in full by S3. If a payment transaction is subsequently reversed, the Client is immediately liable for the reversed amount plus any associated costs.

### 4. Delivery

- 4.1 Delivery of Goods occurs at the time the Client or the Client's nominated carrier takes possession of the Goods at S3's nominated address, or when S3 or its nominated carrier delivers the Goods to the Client's nominated delivery address.
- 4.2 Delivery costs, international freight, insurance in transit, customs duties, import taxes, and any applicable in-country delivery charges are the Client's responsibility unless expressly stated as included in the Price.
- 4.3 Any delivery timeframe provided by S3 is an estimate only. S3 shall not be liable for any loss or damage resulting from late or delayed delivery, including delays caused by export licensing processes, customs clearance, embargoes, supply chain disruptions, carrier delays, or any circumstances beyond S3's reasonable control.
- 4.4 The Client must take delivery of Goods when tendered. If the Client fails to take delivery as arranged, S3 may charge reasonable storage and redelivery fees, and risk in the Goods shall pass to the Client from the date delivery was first tendered.
- 4.5 S3 may deliver Goods in separate instalments. Each instalment shall be separately invoiced and paid for in accordance with these Terms.
- 4.6 Where S3 is required to obtain an export licence, end-user certificate approval, or any other regulatory authorisation prior to delivery, the Client acknowledges that delivery may be delayed pending such authorisation. S3 shall not be liable for any delays arising from this process. If an authorisation is refused, S3 may cancel the order and refund any prepaid amounts without further liability.

### 5. Risk and Title to Goods

- 5.1 Risk of damage to or loss of the Goods passes to the Client upon Delivery as defined in clause 4.1. The Client is responsible for insuring the Goods from the point of Delivery.
- 5.2 Title to Goods does not pass to the Client until S3 has received payment in full of all amounts owing by the Client to S3, including any interest, fees, and costs.
- 5.3 Until title passes, the Client: (a) holds the Goods as bailee of S3 and must store them separately and clearly identified as the property of S3; (b) must not sell, encumber, charge, assign, or otherwise dispose of the Goods without S3's prior written

consent; (c) must insure the Goods for their full replacement value and hold the benefit of that insurance on trust for S3; and (d) must return the Goods to S3 on demand.

- 5.4 S3 may, at any time while an amount remains outstanding, enter any premises where the Goods are believed to be held and recover possession of the Goods. The Client irrevocably authorises S3 (and its agents) to do so.

## 6. Warranties, Defects and Statutory Guarantees

- 6.1 The Client must inspect all Goods upon Delivery and must notify S3 in writing within seven (7) days of Delivery of any evident defect, damage, shortage in quantity, or failure to comply with the order. Failure to notify within this period constitutes acceptance of the Goods as delivered.
- 6.2 Warranties applicable to Goods vary by product and are determined on a case-by-case basis, as specified in the relevant quotation, invoice, product documentation, or separate written warranty agreement provided by S3 at the time of sale. Where no express warranty is stated, no warranty beyond the statutory minimum under the CCA is provided.
- 6.3 Where Goods are supplied with a manufacturer's warranty, that warranty is provided by the manufacturer on their own terms. S3 will use reasonable endeavours to facilitate any valid manufacturer warranty claim on the Client's behalf but does not itself guarantee the terms, coverage, or performance of any manufacturer warranty.
- 6.4 To the extent permitted by law, S3 makes no warranty, express or implied, in respect of: (a) the suitability of Goods for any particular purpose or operational environment beyond that stated in writing by S3; (b) Goods that have been modified, altered, integrated, or tampered with by any party other than S3 or an S3-authorized service provider; or (c) defects arising from misuse, neglect, improper storage, power irregularities, environmental conditions, or use contrary to S3's or the manufacturer's written instructions.
- 6.5 Where the Client is not a consumer under the CCA, S3's total liability for any defective Goods is limited to, at S3's sole discretion: repair of the Goods; replacement of the Goods; or a refund of the Price paid for the defective Goods.
- 6.6 Nothing in this clause limits or excludes any guarantee, right, or remedy the Client may have under the CCA or any other applicable law that cannot lawfully be excluded.

## 7. Returns and Refunds

- 7.1 The Client may request to return Goods to S3 for a refund within the Return Period of thirty (30) calendar days from the date of Delivery. All returns are subject to prior written approval by S3 and the conditions set out in this clause 7. No return will be accepted or processed without S3's written agreement to accept the return.
- 7.2 To be eligible for a return, all of the following conditions must be satisfied:
- (a) the Client submits a written return request to S3 before the expiry of the Return Period, including the reason for the return and the original invoice reference;
  - (b) S3 provides written approval of the return before the Client ships the Goods;
  - (c) the Goods are returned in their original or equivalent packaging, in unused and unactivated condition, with all original accessories, documentation, licences, and components included;
  - (d) the Goods are securely packed and shipped to S3's nominated address at the Client's sole cost and risk; and
  - (e) the Goods pass S3's inspection upon receipt and are confirmed to meet the conditions above.
- 7.3 Where a return is approved and the conditions in clause 7.2 are satisfied, S3 will issue a refund of the Price paid for the returned Goods, less all of the following applicable deductions:
- (a) all outbound and return shipping, freight, and insurance-in-transit costs;
  - (b) any customs duties, import or export taxes, or tariffs that are non-recoverable by S3;
  - (c) any applicable GST or other taxes that are non-recoverable; and
  - (d) any restocking, handling, or inspection fee as notified by S3 in writing at the time of return approval.
- 7.4 After the expiry of the Return Period, S3 is under no obligation to accept the return of Goods or issue any refund, except where required by applicable law or under a statutory guarantee applicable under the CCA.
- 7.5 The following Goods are not eligible for return under this clause 7 under any circumstances:
- (a) Goods that have been specially ordered, custom-configured, or procured specifically for the Client;



- (b) Goods that have been opened, activated, installed, commissioned, or used in any operational environment;
- (c) Software, platform access, licences, or digital products once delivered, activated, or accessed;
- (d) Goods that have been modified, tampered with, or had any serial numbers, identification markings, or security seals removed or altered; and
- (e) Goods the return or re-import of which is restricted or prohibited under applicable export control laws, sanctions, or licensing conditions.

**7.6** Nothing in this clause 7 limits or excludes any right the Client may have under the CCA or other applicable law that cannot lawfully be excluded.

## **8. Export Controls, Dual-Use Goods and Regulatory Compliance**

- 8.1** S3 supplies Goods and Services to clients across Australia, the Asia Pacific region, the Middle East, and Europe. The Client acknowledges that certain Goods may be Controlled Goods subject to Australian and foreign export control laws, including but not limited to the DSGL, ITAR, EAR, and applicable UK, EU, and Middle Eastern export control frameworks. The Client agrees to comply strictly with all applicable laws and regulations in every jurisdiction relevant to the purchase, delivery, and use of the Goods.
- 8.2** The Client must not re-export, transfer, re-sell, transmit, or otherwise dispose of any Controlled Goods or associated technical data to any third party, country, or end user without first obtaining all necessary licences, permits, and authorisations required by applicable law. The Client must notify S3 in writing before any proposed re-export or transfer of Controlled Goods.
- 8.3** The Client warrants that: (a) it is not a sanctioned party; (b) it is not located in, operating from, or acquiring Goods on behalf of parties in a sanctioned jurisdiction; and (c) the Goods will not be used for any prohibited end use as defined under applicable Australian, US, UN, EU, or UK sanctions and export control regimes.
- 8.4** The Client agrees to provide S3 with any end-user statements, end-user certificates, import licences, or other documentation required by S3 to meet its export control and regulatory obligations prior to or at the time of order. S3 may decline to supply Goods where such documentation is not provided, is unsatisfactory, or cannot be verified.
- 8.5** S3 may suspend or cancel any order without liability if S3 determines, at its sole discretion, that fulfilment may result in a violation of applicable export control laws, sanctions, or regulatory requirements.
- 8.6** The Client indemnifies S3 against any loss, liability, fines, penalties, or costs arising from the Client's breach of this clause 8.

## **9. Software, Platforms and Licensing**

- 9.1** S3 supplies a range of Goods that may include embedded firmware, standalone software, cloud-hosted or SaaS platforms, and third-party software licences. The licensing terms applicable to each type of Software are as follows:
- (a) Embedded firmware supplied with hardware is licensed to the Client as part of the hardware and is subject to the terms of any applicable manufacturer licence;
  - (b) Standalone software and platform access supplied by S3 is licensed on a non-exclusive, non-transferable basis for the Client's authorised internal use only, for the term and scope specified at the time of sale; and
  - (c) Third-party software licences resold by S3 are subject to the relevant third-party licence terms, which the Client agrees to comply with in addition to these Terms.
- 9.2** The Client must not: (a) reverse engineer, decompile, or disassemble any Software; (b) modify, adapt, or create derivative works without S3's prior written consent; (c) sublicense, rent, lease, or transfer Software or access to any third party; or (d) use Software in any manner inconsistent with the applicable licence or applicable law.
- 9.3** Software updates, patches, or new versions may be provided at S3's discretion and may be subject to additional charges or terms. S3 is under no obligation to provide updates or continued platform access unless agreed in a separate written agreement.
- 9.4** Software, platform access, and licences are not eligible for return once delivered or activated, as set out in clause 7.5(c).



## 10. Intellectual Property

- 10.1** All intellectual property rights in Goods, including designs, firmware, software, manuals, and technical documentation provided by S3, remain the exclusive property of S3 or the relevant third-party owner. No intellectual property rights are transferred to the Client under these Terms.
- 10.2** The Client must not reproduce, copy, disclose, reverse engineer, or exploit any S3 intellectual property without S3's prior written consent.
- 10.3** The Client warrants that any specifications, designs, or instructions provided to S3 do not infringe any third-party intellectual property rights and indemnifies S3 against any loss, claim, or liability arising from such infringement.

## 11. Confidentiality

- 11.1** The Client must treat all Confidential Information disclosed by S3 as strictly confidential and must not disclose it to any third party without S3's prior written consent.
- 11.2** Confidentiality obligations do not apply to information that: (a) is or becomes publicly available other than through breach by the Client; (b) is independently developed by the Client without reference to S3's Confidential Information; or (c) is required to be disclosed by law or court order, provided the Client gives S3 prompt written notice to seek a protective order.
- 11.3** The Client must ensure its officers, employees, contractors, and agents with access to Confidential Information are bound by obligations no less stringent than those in this clause.
- 11.4** These confidentiality obligations survive the expiry or termination of any agreement between the parties for a period of five (5) years.

## 12. Anti-Bribery and Anti-Corruption

- 12.1** The Client must comply with all applicable anti-bribery and anti-corruption laws in all jurisdictions in which it operates, including the Criminal Code Act 1995 (Cth), the UK Bribery Act 2010, and the US Foreign Corrupt Practices Act, where applicable.
- 12.2** The Client must not, in connection with any transaction involving S3 Goods or Services, offer, pay, promise, or authorise any payment, gift, or other benefit to any government official, public servant, or private party for the purpose of improperly influencing any decision, obtaining any advantage, or securing any contract.
- 12.3** The Client indemnifies S3 against any loss, liability, fines, or penalties arising from a breach of this clause 12.

## 13. Limitation of Liability

- 13.1** To the fullest extent permitted by law, S3's total aggregate liability to the Client for any claim arising out of or in connection with these Terms or the supply of Goods and/or Services shall not exceed the Price paid by the Client for the specific Goods or Services giving rise to the claim.
- 13.2** S3 shall have no liability for any indirect, consequential, incidental, special, or punitive loss or damage, including loss of profits, loss of revenue, loss of data, loss of contract, or operational interruption, however caused, whether in contract, tort, negligence, or otherwise.
- 13.3** S3 is not liable for loss or damage arising from: (a) misuse, modification, or improper operation of Goods by the Client; (b) the Client's failure to comply with applicable laws, export controls, or licensing requirements; (c) integration of Goods with third-party systems not approved by S3; or (d) any information or advice provided by S3 in good faith but without warranty as to accuracy for any specific application.
- 13.4** Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability that cannot lawfully be limited or excluded under the CCA or other applicable law.



## 14. Default and Consequences of Default

- 14.1** Interest on overdue invoices shall accrue daily from the due date until paid in full at the rate of two and a half percent (2.5%) per calendar month, compounding monthly, both before and after judgment.
- 14.2** The Client must indemnify S3 for all costs, expenses, and disbursements (including legal costs on a solicitor and own client basis) incurred by S3 in recovering any overdue amount.
- 14.3** If the Client is in breach of any obligation under these Terms, all amounts owing to S3 become immediately due and payable at S3's election, and S3 may suspend or terminate supply, cancel all unfulfilled orders, and exercise all other rights available at law or under these Terms.
- 14.4** Where the Client becomes insolvent, enters administration, receivership, or liquidation, or proposes any arrangement with creditors, all amounts owing to S3 become immediately due and payable and S3 may terminate all outstanding orders forthwith.

## 15. Cancellation

- 15.1** S3 may cancel any order at any time before Delivery by written notice. S3 will refund any prepaid amounts for cancelled Goods, less any costs already incurred.
- 15.2** If the Client cancels an order: (a) for standard stock Goods, the Client shall be liable for costs, losses, and expenses incurred by S3 including any restocking fees; and (b) for custom-configured, specially ordered, or internationally procured Goods, the Client shall be liable for the full Price and all costs incurred by S3, as such Goods cannot be returned to the original supplier.

## 16. Force Majeure

- 16.1** Neither party shall be liable for any default or delay in performance directly caused by circumstances beyond that party's reasonable control, including acts of God, war, terrorism, civil unrest, government action, sanctions, export licensing delays, pandemics, supply chain disruptions, fire, flood, or industrial action.
- 16.2** The party relying on a force majeure event must notify the other party promptly in writing and take all reasonable steps to mitigate the impact. If a force majeure event continues for more than sixty (60) days, either party may terminate the relevant order by written notice without further liability.

## 17. Personal Property Securities Act 2009 (PPSA)

- 17.1** These Terms constitute a security agreement and create a security interest in all Goods supplied by S3 (and their proceeds) for the purposes of the PPSA.
- 17.2** The Client undertakes to: (a) promptly sign any documents and provide any information required by S3 to register a financing statement on the Personal Property Securities Register; and (b) not register any encumbrance over Goods in favour of a third party without S3's prior written consent.
- 17.3** The Client waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA, and its rights as grantor under sections 142 and 143 of the PPSA, to the extent permitted by law. Sections 96, 115, and 125 of the PPSA do not apply to the security agreement created by these Terms.

## 18. Privacy

- 18.1** S3 collects and handles personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. S3's Privacy Policy is available at [www.sovereignthree.com](http://www.sovereignthree.com).
- 18.2** The Client consents to S3 using personal information provided for the purposes of processing orders, delivering Goods, administering accounts, credit assessment, and complying with applicable regulatory and export control obligations.
- 18.3** S3 will not disclose personal information to third parties except where required by law, for credit reporting purposes, or as necessary to deliver Goods and Services (including to freight carriers, customs agents, and logistics providers). Where Goods are

delivered internationally, the Client acknowledges that personal and order information may be disclosed to relevant authorities in the destination country as required by law.

**18.4** The Client may request access to or correction of personal information held by S3 by contacting S3 via the details available at [www.sovereignthree.com](http://www.sovereignthree.com). S3 will respond within a reasonable timeframe.

## 19. General

**19.1** These Terms and any contract to which they apply are governed by the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

**19.2** If any provision of these Terms is or becomes invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

**19.3** A failure by S3 to enforce any provision of these Terms shall not constitute a waiver of that provision or any other right.

**19.4** S3 may assign or subcontract all or any part of its rights and obligations under these Terms without the Client's consent. The Client may not assign any rights or obligations without S3's prior written consent.

**19.5** S3 may amend these Terms at any time by providing written notice to the Client. Amended Terms take effect from the date the Client places a further order or otherwise accepts the amended Terms.

**19.6** These Terms constitute the entire agreement between S3 and the Client in relation to the subject matter hereof and supersede all prior representations, agreements, or understandings, whether written or oral.

**19.7** Both parties warrant that they have full authority to enter into these Terms and that these Terms create binding and valid legal obligations on them.

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For enquiries regarding these Terms, please contact Sovereign Three Pty Ltd via [www.sovereignthree.com](http://www.sovereignthree.com)

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