

## **GENERAL TERMS AND CONDITIONS OF SERVICES**

### **1. Preamble**

- 1.1 These General Conditions for Services (“General Conditions”) shall apply to all services provided by Infinity Avionics Pty Ltd, Australian Company Registration Number - 644-218-182, registered in Building J, 37 Constitution Avenue Reid, Australia, (“Infinity Avionics”) to any buyer (“Buyer”) (Infinity Avionics and the Buyer collectively referred to as the “Parties” and individually a “Party”). Modifications of or deviations from these General Conditions must be agreed upon in writing between the Parties.

### **2. Services**

- 2.1 Subject to the terms agreed in purchase order or statement of work (“Contract”), Infinity Avionics shall provide the services (“Services”) to the Buyer.

### **3. Service Provision**

- 3.1 Once the Buyer approves the Offer, Infinity Avionics shall commence the work. In case there are any amendments to the scope of Services, the Parties shall agree on a new budget. In case the Parties do not agree on a new budget, Infinity Avionics has the right to terminate the work and receive payment for the work done until the termination.
- 3.2 In case the Buyer orders Infinity Avionics to terminate the work, the Buyer shall pay to Infinity Avionics for the work done until the termination notification
- 3.3 Infinity Avionics is obliged to provide the Services and reach the result requested by the Buyer, however, is free to decide on how the result should be achieved and choose the most efficient ways or methods according to which the particular Services would be performed.

### **4. Payment Conditions**

- 4.1 Unless otherwise agreed in writing, the Buyer is obliged to pay in advance fifty (50) % of the overall amount. The advance payment must be paid within fifteen (15) calendar days after the effective date of Contract.
- 4.2 The Buyer shall pay the final payment within fifteen (15) calendar days after the Services are provided unless other payment conditions are set by the Offer or Contract.
- 4.3 If the Buyer does not settle the invoices within the set term, Infinity Avionics shall be entitled to claim for and the Client shall pay to Infinity Avionics the default interest at the rate of (0,05) % of the due invoice for each day of delay.
- 4.4 All payments shall be made by transfer to a bank account specified by Infinity Avionics in the relevant invoices without any set-off, deduction or withholding except for any tax that the Buyer is required by law to deduct or withhold.

### **5. Warranties relating to the Services**

- 5.1 Infinity Avionics warrants and represents that it has the requisite qualifications, knowledge and experience to render the services of engineering design, engineering consulting services, design reviews, any other related engineering services or coordination of such projects, or trainings, which will be requested by the Buyer and accepted by the Infinity Avionics.

- 5.2 Infinity Avionics shall provide all Services expeditiously, in compliance with high quality standards and best market practices in the area of such services. When performing a particular task, Infinity Avionics shall always act in the best interests of the Buyer.

## **6. Liability of Infinity Avionics**

- 6.1 Except as otherwise provided in these terms and conditions, INFINITY AVIONICS DISCLAIMS ANY AND ALL OTHER WARRANTIES AS TO ANY MATTER WHATSOEVER WITH RESPECT TO THE GOODS, MATERIALS OR SERVICES FURNISHED BY INFINITY AVIONICS UNDER OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.2 Infinity Avionics shall be under no liability to the Buyer for any loss, damage or injury, direct or indirect, resulting from defects in design, materials or workmanship or otherwise (and whether or not caused by the negligence of Infinity Avionics or its employees) other than liability for death or personal injury resulting from negligence.
- 6.3 Infinity Avionics shall have no liability for any indirect or consequential losses or expenses suffered by the Buyer, however caused, and including without limitation, loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.
- 6.4 The Buyer agrees to indemnify and hold harmless Infinity Avionics, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind, which result from or arise out of any inaccuracy in or failure to provide, or failure to provide timely information, as defined under the Order.
- 6.5 The aggregate liability of Infinity Avionics to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed fifty (50) % of the purchase price of the Services the Buyer purchased.

## **7. Confidential Information and Intellectual Property Rights**

- 7.1 Unless otherwise agreed in writing, all drawings, documents, confidential records, computer software and other information supplied by Infinity Avionics, whether produced by itself or a third party, are supplied on the express understanding that copyright is reserved to Infinity Avionics (or the third party) and that the Buyer will not, without written consent, give away, loan, exhibit or sell any such drawings, documents, records, software or other information or extracts from them or copies of them or use them in any way except in connection with the Services in respect of which they are issued.

## **8. Non-performance of the Buyer's Obligation to Pay the Price at the Agreed Time**

- 8.1 If the Buyer fails to pay the price at the agreed time, Infinity Avionics shall fix to the Buyer an additional period of time of fourteen (14) days for performance of payment. If the Buyer fails to pay the price at the expiration of the additional period, Infinity Avionics may terminate Contract in accordance with clause 9 of General Conditions.

## **9. Termination of Contract**

- 9.1 There is a breach of contract where a party fails to perform any of its obligations under this contract, including defective, partial or late performance.
- 9.2 In a case of a breach of contract according to clause 9.1, the aggrieved party shall, by notice to the other party, fix an additional period of fourteen (14) days for performance. During the additional period of time the aggrieved party may withhold performance of its own reciprocal obligations but may not declare the contract terminated. If the other party fails to perform its obligation within the additional period of time, the aggrieved party may declare the contract terminated.
- 9.3 A declaration of termination of the contract is effective only if made by notice to the other party.

## **10. Consequences of Termination**

- 10.1 Termination of the contract releases Parties from their obligation to effect
- 10.2 Termination of the contract does not affect any provision in the contract for the settlement of disputes or any other term of the contract that is to operate even after termination.
- 10.3 If the contract is terminated due to non-performance of the Buyer according to clause 8, Infinity Avionics will not refund the payments already received from the Buyer.
- 10.4 If the contract is terminated due to non-performance of Infinity Avionics, the damages to the Buyer shall in no circumstances exceed the total amount of payments paid to Infinity Avionics to the point of contract termination.

## **11. Force Majeure – Excuse for Non-performance**

- 11.1 Force majeure means war, emergency, accident, fire, earthquake, flood, storm, industrial strike, or other impediment which the affected party proves was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of General Conditions or to have avoided or overcome it or its consequences.
- 11.2 A party affected by force majeure shall not be deemed to be in breach of General Conditions, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under General Conditions to the extent that the delay or non-performance is due to any force majeure of which it has notified the other party in accordance with clause 11.3. The time for performance of that obligation shall be extended accordingly, subject to clause 11.4.
- 11.3 If any force majeure occurs in relation to either party which affects or is likely to affect the performance of any of its obligations under General Conditions, it shall notify the other party within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform.
- 11.4 If the performance by either party of any of its obligations under General Conditions is prevented or delayed by force majeure for a continuous period in excess of three months, the Parties shall negotiate in good faith, and use their best endeavors to agree upon such amendments to General Conditions or alternative arrangements as may be fair and reasonable with

a view to alleviating its effects, but if they do not agree upon such amendments or arrangements within a further period of thirty (30) days, the other party shall be entitled to terminate the Contract by giving written notice to the Party affected by the force majeure.

## **12. Entire Agreement**

- 12.1 General Conditions sets out the entire agreement between the Parties. Neither party has entered the Contract in reliance upon any representation, warranty or undertaking of the other party that is not expressly set out or referred to in General Conditions. This clause shall not exclude any liability for fraudulent misrepresentation.
- 12.2 General Conditions may not be varied except by an agreement of the Parties in writing (which may include e-mail).

## **13. Notices**

- 13.1 Any notice under General Conditions shall be in writing (which may include e-mail) and may be served by leaving it or sending it to the address of the other party in a manner that ensures receipt of the notice can be proved.

## **14. Effect of Invalid or Unenforceable Provisions**

- 14.1 If any provision of General Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, General Conditions shall continue to be valid as to its other provisions and the remainder of the affected provision, unless it can be concluded from the circumstances that, in the absence of the provision found to be null and void, the Parties would not have concluded the Contract. The Parties shall use all reasonable efforts to replace all provisions found to be null and void by provisions that are valid under the applicable law and come closest to their original intention.

## **15. Law and Jurisdiction**

- 15.1 This Contract is governed by the laws in force in the Australian Capital Territory and the Parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory to decide any dispute between them in relation to this Contract.

## **16. Language of the Contract**

- 16.1 The Contract has been negotiated and concluded in English. It may be translated into any other language for practical purposes, but the English version shall prevail in the event of any doubt.