LEUZE electronic Pty Ltd

GENERAL TERMS AND CONDITIONS OF SALE

Effective Date: 01.09.2026

1. Definitions and Interpretation

1.1 Definitions

In these Terms:

Customer means the person, company, reseller, dealer, integrator, end user or other entity purchasing Products or Services from Leuze.

Dealer Portal means any electronic ordering platform, dealer portal or online account made available by Leuze.

Leuze means Leuze electronic Pty Ltd ACN 165 666 777, its parent and all its associates based locally or overseas

Products means goods, equipment, sensors, safety products, spare parts and related items supplied by Leuze.

Services means training, engineering services, technical assistance, consulting services and related support provided by Leuze.

Terms means these General Terms and Conditions of Sale.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation.

A reference to legislation includes amendments, replacements and subordinate legislation.

The singular includes the plural and vice versa.

2. Application of Terms

2.1

These Terms apply to all quotations, sales, supplies of Products, Services, Dealer Portal transactions, website orders and other dealings between Leuze and the Customer.

2.2

These Terms apply to:

- Resellers
- Dealers
- Integrators
- End users
- Business customers
- Consumers

2.3

Any terms and conditions submitted by the Customer are excluded unless expressly accepted in writing by Leuze.

2.4

The placement of an order constitutes acceptance of these Terms.

3. Quotations and Orders

3.1

Unless otherwise stated, quotations remain valid for thirty (30) days from the date of issue.

3.2

A quotation is an invitation to treat only and does not constitute a binding offer.

3.3

Orders become binding only when accepted by Leuze.

3.4

Leuze may accept or reject any order in whole or in part.

3.5

Specially procured, custom manufactured or non-standard Products may not be cancelled without Leuze's written consent and can’t be returned after delivery.

4. Dealer Portal and Electronic Orders

4.1

Leuze may provide Customers with access to a Dealer Portal.

4.2

The Customer is responsible for all activity conducted using its usernames, passwords and access credentials.

4.3

Orders submitted through the Dealer Portal are deemed to be authorised by the Customer.

4.4

Orders submitted through the Dealer Portal, website, electronic data interchange (EDI), email or other approved electronic platform may constitute a binding contract upon acceptance by Leuze.

4.5

Leuze may correct pricing, stock availability, product description or clerical errors appearing in the Dealer Portal.

4.6

Leuze does not warrant uninterrupted availability of the Dealer Portal.

5. Website Orders

5.1

Customers may place orders through the Leuze website.

5.2

Product availability displayed on the website is indicative only.

5.3

Leuze reserves the right to cancel website orders affected by obvious pricing errors, system errors or stock discrepancies.

5.4

Orders submitted through the website are subject to acceptance by Leuze.

5.5

Nothing in these Terms limits any rights available under the Australian Consumer Law.

6. Prices

6.1

Prices are those specified in the applicable quotation, order confirmation, website or Dealer Portal.

6.2

Leuze may correct obvious pricing errors at any time before order acceptance.

6.3

Unless otherwise stated, prices are exclusive of GST.

7. GST

7.1

If GST is payable on any supply, the Customer must pay the GST amount in addition to the consideration payable for the supply.

7.2

Leuze shall provide a tax invoice where required by law.

8. Credit and Suspension

8.1

Leuze may grant, vary, suspend or withdraw credit at any time.

8.2

Leuze may suspend deliveries, refuse further orders or require advance payment where:

- amounts remain overdue;
- credit limits are exceeded;
- payment is considered at risk; or
- the Customer becomes insolvent.

8.3

Suspension does not affect the Customer's obligation to pay amounts already owing.

9. Delivery

9.1

Delivery dates are estimates only.

9.2

Leuze is not liable for delays caused by manufacturers, suppliers, freight providers, customs authorities or events beyond its reasonable control.

9.3

Leuze may make partial deliveries.

9.4

Partial deliveries may be invoiced separately.

10. Risk and Title

10.1

Risk in the Products passes to the Customer upon delivery.

10.2

Ownership of Products remains with Leuze until:

a) the full purchase price has been paid; and

b) all amounts owed by the Customer to Leuze have been paid in full.

10.3

Until ownership passes, the Customer must:

- keep Products identifiable as Leuze property;
- maintain Products in good condition;
- not remove serial numbers or identification marks; and
- store Products separately where practicable.

10.4

If payment is not made when due, Leuze may recover possession of Products for which ownership has not passed.

11. Personal Property Securities Act (PPSA)

11.1

The Customer acknowledges that these Terms create a security interest for the purposes of the Personal Property Securities Act 2009 (Cth).

11.2

The security interest applies to all Products supplied by Leuze and all proceeds derived from those Products.

11.3

Leuze may register security interests on the Personal Property Securities Register.

11.4

The Customer must promptly provide information and execute documents reasonably required by Leuze to:

- register;
- perfect;

- maintain; or
- enforce

any security interest.

11.5

Leuze may claim Purchase Money Security Interest (PMSI) status where applicable.

11.6

To the extent permitted by law, the Customer waives rights to receive PPSA notices.

12. Product Information and Specifications

12.1

Product descriptions, catalogues, drawings and technical information are provided for general information only.

12.2

Leuze may make changes to Products where reasonably required for technical or manufacturing reasons.

13. Customer Responsibilities

13.1

The Customer is responsible for determining whether Products are suitable for the intended application.

13.2

The Customer must ensure Products are installed, configured and used in accordance with applicable laws and manufacturer instructions.

14. Integrator Responsibilities

14.1

Where Products are incorporated into machinery, systems or projects, the integrator remains solely responsible for:

- system design;
- risk assessment;
- safety validation;
- installation;
- commissioning; and
- compliance with applicable laws and standards.

14.2

Unless expressly agreed in writing, Leuze is not responsible for overall system performance resulting from integration with third-party equipment.

15. Training and Engineering Services

15.1

Leuze may provide training, engineering support, technical assistance and consulting services.

15.2

Services are provided with reasonable care and skill.

15.3

Recommendations provided by Leuze do not relieve the Customer from responsibility for system design, implementation or safety.

16. Product Warranty

16.1

Subject to this clause, Leuze warrants that Products will be free from defects in materials and workmanship for 18 months from delivery.

16.2

Leuze may elect to:

- repair the Product;

- replace the Product; or
- refund the purchase price.

16.3

The warranty does not apply where defects result from:

- misuse;
- improper installation;
- modification;
- accidents;
- operation outside specifications;
- normal wear and tear; or
- unauthorised repairs.

17. Warranty Claims

17.1

Claims must be submitted promptly after discovery of the alleged defect.

17.2

Leuze may require return of the Product for inspection.

17.3

Products must not be returned without prior authorisation.

18. Returns and Cancellations

18.1

Standard stocked Products may only be returned with prior written approval. Restocking fees may apply.

18.2

Special-order, custom-built and non-standard Products are non-cancellable and non-returnable unless otherwise agreed.

18.3

Orders may be cancelled before dispatch, subject to this clause.

18.4

Nothing in this clause limits rights arising under the Australian Consumer Law.

19. Australian Consumer Law

19.1

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy arising under the Australian Consumer Law.

19.2

Where permitted by law, Leuze's liability for breach of a consumer guarantee is limited to:

- replacement of goods;
- repair of goods;
- payment of the cost of replacing goods;
- payment of the cost of repairing goods;
- re-supply of services; or
- payment of the cost of having services supplied again.

19.3

The benefits of any warranty provided by Leuze are in addition to rights and remedies under the Australian Consumer Law.

20. Intellectual Property

20.1

All intellectual property rights in Products, documentation, software, catalogues, drawings, website content and Dealer Portal content remain the property of Leuze or its licensors.

20.2

No intellectual property rights are transferred to the Customer except as expressly stated.

21. Confidentiality

21.1

Each party must keep confidential information disclosed by the other party confidential and secure.

21.2

Confidential information may only be disclosed where required by law or with prior written consent.

22. Privacy

22.1

Leuze may collect, use and disclose personal information for purposes including:

- order processing;
- account management;
- customer support;
- Dealer Portal administration; and
- legal compliance.

22.2

Personal information will be handled in accordance with Leuze's Privacy Policy.

23. Limitation of Liability

23.1

To the maximum extent permitted by law, Leuze excludes liability for:

- loss of profit;
- loss of revenue;
- loss of opportunity;
- loss of production;
- loss of data; and
- indirect or consequential loss.

23.2

Leuze's aggregate liability shall not exceed the amount paid by the Customer for the affected Products or Services.

23.3

This clause is subject to the Australian Consumer Law.

24. Force Majeure

24.1

Leuze is not liable for failure or delay resulting from circumstances beyond its reasonable control.

24.2

Force majeure events include:

- natural disasters;
- pandemics;
- industrial disputes;
- transport disruptions;
- cyber incidents;
- telecommunications failures; and
- government actions.

25. Suspension and Termination

25.1

Leuze may suspend or terminate supply where the Customer:

- breaches these Terms;
- fails to pay amounts due;
- becomes insolvent; or
- engages in fraudulent or unlawful conduct.

26. Compliance with Laws

26.1

The Customer must comply with all applicable laws and regulations.

26.2

The Customer must not engage in bribery, corruption or unlawful conduct in connection with Products or Services supplied by Leuze.

27. Export Controls and Sanctions

27.1

The Customer must comply with all applicable export control, import control and sanctions laws.

27.2

Products must not be exported or re-exported contrary to applicable law.

28. Dispute Resolution

28.1

The parties must first attempt to resolve disputes through good faith negotiations.

28.2

If unresolved, either party may commence legal proceedings.

29. Governing Law

29.1

These Terms are governed by the laws of Victoria, Australia.

29.2

The parties submit to the exclusive jurisdiction of the courts of Victoria and courts hearing appeals from those courts.

30. General

30.1 Entire Agreement

These Terms constitute the entire agreement between the parties relating to their subject matter.

30.2 Severability

If any provision is unenforceable, the remaining provisions continue in full force and effect.

30.3 Waiver

A failure or delay in exercising a right does not constitute a waiver of that right.

30.4 Assignment

The Customer may not assign its rights or obligations without Leuze's prior written consent.