



Terms and Conditions of Sale

These terms set out the conditions under which goods and/or services are supplied by Q Automation. By placing an order or purchasing from Q Automation, the buyer accepts and agrees to abide by these terms for each transaction.

1. Definitions

1.1 In these terms:

- Business Day refers to any weekday that is not a public holiday or weekend in NSW
- Business Hours means the hours between 9:00am and 5:00pm on a Business Day.
- Cost encompasses all forms of expenditure, including charges, fees, and expenses, legal or otherwise, on a solicitor-client basis, where applicable.
- Delivery Instructions are the details specified in the order form regarding the location for delivery of the goods.
- Event of Default is defined in clause 16.
- Zencontrol refers to Zencontrol Pty Ltd, ACN 122 008 824.
- Goods are the items listed in the “Particulars of Order” section of the Purchase Order.
- Intellectual Property includes all forms of creative or proprietary content—such as text, graphics, designs, software, media, inventions, or branding—eligible for legal protection.
- Intellectual Property Rights refers to all global legal entitlements associated with Intellectual Property, whether currently in existence or developed in the future. This includes rights under statutes, common law, and equity, covering patents, trademarks, trade secrets, designs, and related profit or royalty entitlements.
- Payment Method is the payment arrangement specified within the Purchase Order.
- PPSA stands for the *Personal Property Securities Act 2009 (Cth)*.
- Purchase Order means any written request or form, including the official “Purchase Order Form,” used by the Purchaser to order goods or services from Zencontrol.
- Purchase Price is the total amount payable for the goods, as calculated from Q Automation’s Price List and or Quoted price in effect on the order date.
- Purchaser refers to the individual or business named in the Purchase Order.
- Q Automation refers to Q Automation Pty Ltd – ABN 40 081 111 202
- Right includes any entitlement, authority, remedy, or claim—legal or otherwise.
- Security Interest includes any form of claim or encumbrance over property, such as liens, mortgages, pledges, or those defined under the PPSA.
- Site is the address specified in the Purchase Order for the delivery and/or installation of goods, or any alternative address agreed upon by both parties.



2. Application and acceptance

- 2.1. By completing a Purchase Order, the Purchaser agrees to purchase the Goods and services from Q Automation for the Purchase Price on the terms set out in these terms and conditions.
- 2.2. These terms and conditions of sale apply to and govern all tenders and quotations submitted by, all orders, whether by Purchase Order or otherwise, placed with, and all contracts entered into by Q Automation whereby goods and/or services are supplied, provided and/or delivered by Q Automation.
- 2.3. Unless otherwise agreed by Q Automation, Purchasers must provide Q Automation with a Purchase Order before any goods or services are provided.
- 2.4. The terms and conditions are binding on the Purchaser, their heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.
- 2.5. Where more than one Purchaser has entered into this agreement, the Purchasers shall be jointly and severally liable for all payments of the Purchase Price.
- 2.6. The Purchaser undertakes to give Q Automation at least fourteen (14) days' notice of any change in the Purchaser's name, address and/or any other change in the Purchaser's details.
- 2.7. These terms and conditions will apply to the purchase of Goods by the Purchaser even if the Purchase Order is incomplete, is not signed, is not delivered or presented to Q Automation, or is otherwise defective.
- 2.8. Purchase Orders cannot be cancelled or varied except by agreement with Q Automation and then only on terms that indemnify Q Automation against loss or damage as a result of such variation or cancellation.

3. Delivery and Installation

- 3.1. Unless otherwise agreed in writing, Q Automation will deliver the Goods as specified in the Delivery Instructions or agreed to.
- 3.2. The Purchaser confirms that they either own the Site or have obtained proper authorisation from the Site owner to receive the delivery.
- 3.3. Delivery made to any third party designated by the Purchaser will be regarded as delivery to the Purchaser for all purposes under this agreement.
- 3.4. The Purchaser must take all reasonable measures to ensure that delivery can proceed as planned, including providing clear and accessible entry to the Site.
- 3.5. In cases where no Delivery Instructions are provided, or where delivery per those instructions is not feasible or has failed, the Purchaser may either:
 - i. Arrange collection from Q Automation with a minimum of five (5) Business Days' notice, or
 - ii. Agree on an alternative delivery arrangement with Q Automation.
- 3.6. If no specific delivery method is outlined, Q Automation reserves the right to determine the mode of delivery at its discretion.
- 3.7. When goods are delivered to the address specified by the Purchaser, Q Automation will consider the delivery complete upon receiving a signed receipt or delivery docket from anyone present at the location. A missing receipt or signature does not constitute failure to deliver.
- 3.8. If the delivery location is unattended or delivery is not possible due to circumstances outside Q Automation control, Q Automation may, at its sole discretion:
 - i. Leave the Goods at the Site at the Purchaser's risk and expense.
 - ii. Take alternative actions as deemed appropriate.
- 3.9. Goods and/or services may be delivered in partial shipments. These terms apply to each individual delivery.
- 3.10. The Purchaser agrees to reimburse Q Automation for all delivery-related costs, including unsuccessful delivery attempts. These Delivery Charges will reflect the actual or agreed-upon costs incurred by Q Automation.
- 3.11. Q Automation retains the right to select or alter the delivery method, route, or handling process. If the Purchaser requests a deviation from this, any resulting costs will be the Purchaser's responsibility, regardless of other provisions in these terms.



- 3.12. Any delivery or completion dates provided are indicative only. While Q Automation will make reasonable efforts to meet agreed timeframes, it accepts no liability for delays in delivery.
- 3.13. Unless explicitly stated otherwise, Q Automation does not guarantee availability of delivery at specific times requested by the Purchaser.
- 3.14. Q Automation reserves the right to withhold delivery if the Purchaser is in breach of any payment obligation under this or any other agreement.
- 3.16. If a product becomes unavailable after an order is placed but before it is delivered, the Purchaser will be entitled to a refund, subject to applicable legal limits.
- 3.17. If an unforeseen event beyond Q Automation's control impacts the manufacture or delivery of Goods, Q Automation may: Deliver only part of the order, Delay or suspend delivery, Extend the delivery period, or cancel the order entirely.

4. Pricing

- 4.1. The total price payable for the Goods, as outlined in the "the Purchase Order, includes GST. Each listed amount incorporates the GST applicable to the relevant supply. Should the GST rate change prior to QA Automation's receipt of the completed Purchase Order, the applicable rate at the time of order processing will be used. The total payable amount will then be adjusted accordingly to ensure Q Automation receives the same net amount regardless of the rate change. Tax exemptions do not apply to any transactions under this agreement.
- 4.2. Q Automation reserves the right to adjust its list pricing at any time.

5. Invoicing and Payments

- 5.1. The Purchaser must settle the total Purchase Price by making payment to Q Automation—or to any other account or party nominated by Q Automation—from time to time, within thirty (30) Business following the end of the month in which the relevant invoice is issued. Q Automation reserves the right to issue one or more invoices covering the Purchase Price, which may be generated at any time after a Purchase Order has been accepted.
- 5.2. Should any part of the Purchase Price or Delivery Charges remain unpaid beyond the due date, interest will accrue daily on the outstanding amount at the rate prescribed under section 58 of the Civil Proceedings Act 2011 Interest for each day is payable immediately at the end of that day. Q Automation may issue invoices for such interest periodically, which must be paid upon receipt. Note: interest on overdue amounts does not itself attract additional interest.
- 5.3. If any invoiced amount—whether for the Purchase Price or Delivery Charges—is not paid in full within forty (40) Business Days from the end of the month in which the invoice was issued, Q Automation may, without prejudice to its other rights, suspend or cancel the delivery of any Goods, including those already partially paid for.
- 5.4. In the event of a genuine dispute regarding any part of an invoice, the Purchaser must still pay all undisputed amounts and other outstanding invoices not subject to that dispute. The existence of a dispute does not entitle the Purchaser to delay or withhold unrelated payments.
- 5.5. The Purchaser agrees to pay for all Goods purchased from Q Automation and authorises Q Automation to charge their nominated Payment Method for all applicable amounts. This includes taxes, Delivery Charges, late payment fees, and any additional charges associated with the Purchase Order. The Purchaser is responsible for ensuring payments are made on time and that a valid Payment Method is provided.



- 5.6. Credit terms may be extended solely at Q Automation’s discretion Q Automation and upon submission of a completed Application for Credit Account Form.

6. Risk

- 6.1. Responsibility for any loss or damage to the Goods transfers to the Purchaser immediately upon delivery. This includes situations where the Goods are delivered to a third party nominated by the Purchaser in accordance with the Delivery Instructions.

7. Retention of Title

- 7.1. Despite the transfer of risk under clause 6, legal ownership of the Goods remains with Q Automation until the Purchaser has paid the full Purchase Price, along with any other amounts owed to Q Automation—whether for other goods, services, Delivery Charges, or accrued interest.
- 7.2. Possession of the Goods by the Purchaser does not constitute a transfer of title. Q Automation retains full legal and equitable ownership of the Goods until all outstanding balances owed by the Purchaser are paid in full.
- 7.3. In accordance with the Personal Property Securities Act 2009 (Cth) (PPSA), the Purchaser grants Q Automation a purchase money security interest over the Goods to secure all outstanding payments. The Purchaser consents to Q Automation registering this interest under the PPSA and waives the right to receive notice of such registration.
- 7.4. The Purchaser must not engage in any activity that could result in Q Automation’s purchase money security interest being subordinated to any other Security Interest.
- 7.5. Until ownership of the Goods formally passes to the Purchaser in line with clause 7.1, and without limiting Q Automation’s other legal rights:
- The Purchaser holds the Goods in trust and as bailee for Q Automation.
 - Q Automation reserves the right to reclaim and resell the Goods if the Purchaser defaults on payment;
 - The Purchaser grants Q Automation, including its employees or agents, the irrevocable right to enter any premises where the Goods are stored to recover them without notice and without liability;
 - The Purchaser must store the Goods separately and clearly label them as the property of Q Automation;
 - The Goods must not be mixed or combined with other products in a way that renders them indistinguishable.
 - The Purchaser is prohibited from pledging, mortgaging, charging, leasing, assigning, or otherwise dealing with the Goods or granting any third-party rights over them.
 - The Purchaser must not create or attempt to create any Security Interest over the Goods, either directly or via any third party, including financiers.
 - If the Purchaser sells any part of the Goods, the proceeds from the sale (up to the full outstanding amount owed to Q Automation) are to be held in trust by the Purchaser and remitted to Q Automation upon request.
- 7.6. Q Automation retains the right to initiate legal proceedings to recover outstanding amounts, even if legal title to the Goods has not yet passed to the Purchaser.
- 7.7. The Purchaser agrees to fully indemnify Q Automation for any losses, damages, costs (including legal expenses), or liabilities incurred due to the exercise of Q Automation’s rights under this clause or any breach by the Purchaser of the terms contained herein. This indemnity is payable upon demand and includes consequential losses and loss of profits.



8. Return of Goods

- 8.1. Subject to any applicable laws or statutory obligations that cannot be excluded:
- Q Automation does not accept returns for Goods that have been correctly supplied in accordance with the Purchaser's order;
 - Goods that are faulty or delivered in error will only be accepted for return with Q Automation's prior written approval;
 - Custom-made items or Goods manufactured to the Purchaser's specific instructions or specifications are not eligible for return or credit under any circumstances.

9. Delays and Interruption

- 9.1. Q Automation reserves the right, at its sole discretion, to delay or suspend the delivery of Goods if any of the following circumstances apply:
- Delivery would result in a breach of any applicable law or court order;
 - Proceeding with delivery would present an unreasonable risk of harm or damage to persons or property;
 - Delivery is rendered impractical or impossible due to:
 - Events beyond Q Automation's reasonable control, including but not limited to natural disasters, war, civil unrest, terrorism, strikes, industrial action, equipment failure, accidents, extreme weather, fires, floods, or shortages in materials, transport, or labour;
 - Delays in the supply of Goods or components from Q Automation's manufacturers or suppliers;
 - Inaccessibility of the delivery location specified in the Delivery Instructions.
- 9.2. Where a delivery is delayed or suspended under this clause, Q Automation accepts no liability for any direct or indirect loss, damage, or inconvenience suffered by the Purchaser or any third party as a result.

10. Defects

- 10.1. The Purchaser must inspect all Goods upon delivery and notify Q Automation in writing within seven (7) days of any suspected defect, damage, shortage, or inconsistency with the description provided in the Purchase Order or quotation. Timely notification is essential.
- 10.2. If the Purchaser believes the Goods to be defective, Q Automation must be given a reasonable opportunity to inspect the Goods following delivery.
- 10.3. If the Purchaser fails to comply with the requirements of this clause, the Goods will be deemed to have been delivered in full, in good condition, and as described—free from any defects or deficiencies in quantity or quality.
- 10.4. Where Q Automation, at its discretion and in writing, agrees that the Purchaser is entitled to reject defective Goods, Q Automation's responsibility is limited to one of the following options (at Q Automation's sole discretion): replacing the defective Goods, repairing the Goods, or covering the cost of repair or replacement.

11. Warranty and Limitation of Liability

- 11.1. Subject to the terms outlined below, Q Automation warrants that any defects arising from its workmanship, if reported within twelve (12) months of the date of delivery (time being of the essence), will be addressed by Q Automation, at its sole discretion, through either repair or replacement of the affected product.
- 11.2. This warranty does not extend to defects or damage resulting from:
- the Purchaser's failure to properly maintain the Goods;
 - the Purchaser's failure to follow instructions or guidelines provided by Q Automation;
 - the use of Goods in applications not specified in the original quote or Purchase Order;
 - continued use of the Goods after a defect becomes apparent or reasonably should have been detected; or
 - fair wear and tear, accidents, natural disasters, or any other force majeure events.



- 11.3. The warranty becomes void if any repairs, alterations, or overhauls are made to the workmanship without Q Automation's prior written consent.
- 11.4. This warranty excludes consumable items such as lamps and batteries.
- 11.5. Q Automation accepts no liability for indirect, incidental, or consequential damages, including any damage to equipment or articles connected to or used in conjunction with the Goods.
- 11.6. The Purchaser's contractual obligations to third parties are not covered by this warranty unless explicitly agreed to in writing by a director of Q Automation.
- 11.7. Except where expressly provided in these terms, all other representations, warranties, conditions, undertakings, and statements—whether express or implied by law, custom, or usage—regarding quotes, tenders, accepted orders, or the nature and suitability of the Goods and services, are expressly excluded to the maximum extent permitted by law.
- 11.8. Q Automation shall not be liable for any injury, loss, or damage except for the replacement of the Goods or reimbursement of the Purchase Price, as outlined in this limited warranty. Under no circumstances will Q Automation be liable for special, incidental, consequential, or punitive damages—regardless of whether the claim is based on negligence, contract, warranty, strict liability, or any other legal theory. In any case, Q Automation's maximum liability is limited to the amount paid for the Goods.
- 11.9. If any part of this clause conflicts with provisions under the Australian Consumer Law, that part will be severed without affecting the enforceability of the remaining provisions.
- 11.10. To the fullest extent permitted by law:
 - a. the Purchaser acknowledges that it relies solely on its own judgment and expertise in selecting Goods and services from Q Automation; and
 - b. Q Automation provides no guarantee regarding the suitability of the Goods for any particular purpose unless expressly stated otherwise in writing.

12. Purchaser Responsibilities

- 12.1. The Purchaser acknowledges and agrees that:
 - a. It is solely the Purchaser's responsibility to ensure that the materials specified and accepted meet all requirements regarding type, size, quantity, colour, finish, quality, and standard. The Purchaser confirms that these details align fully with their intended purpose.
 - b. The accuracy and correctness of all specifications, diagrams, plans, and drawings provided in connection with the Goods are entirely the responsibility of the Purchaser. Q Automation shall be entitled to rely on such documentation without liability for any resulting errors. The Purchaser further acknowledges that they do not rely on Q Automation's skill or judgment for these matters and that Q Automation bears no responsibility for any outcomes arising from inaccuracies in these documents.

13. Waiver and Indemnity

- 13.1. To the extent permitted by law, the Purchaser agrees to indemnify and hold harmless Q Automation, along with its directors, officers, employees, agents, contractors, affiliates, and licensors, against any and all claims, liabilities, losses, damages, costs, or expenses arising from:
 - a. any breach of this agreement by the Purchaser;
 - b. any misuse, improper use, or unauthorised application of the Goods by the Purchaser; or
 - c. any actions taken by Q Automation during the course of investigating a suspected breach of this agreement or as a result of determining that a breach has occurred, to the extent permitted by law.



14. Intellectual Property

- 14.1. The provision of Goods or services by Q Automation does not grant the Purchaser any ownership or transfer of Intellectual Property Rights associated with those Goods or services, whether in whole or in part. The Purchaser must not engage in any activity that would infringe or be inconsistent with Q Automation's Intellectual Property Rights, including but not limited to reverse engineering, decompiling, or disassembling any part of the Goods.
- 14.2. Q Automation makes no representations or warranties that the Goods supplied, or their use by the Purchaser, will be free from infringement of any third-party Intellectual Property Rights.
- 14.3. If Q Automation or any of its third-party manufacturers supplies Goods or services based on the Purchaser's designs or specifications, the Purchaser agrees to fully indemnify and hold harmless Q Automation and its related entities from any claims, losses, damages, penalties, or costs arising from allegations that the manufacture or sale of such Goods or the provision of such services infringes any third-party Intellectual Property Rights.

15. Drawings, Documentation and Information

- 15.1. Any specifications, illustrations, drawings, data, dimensions, weights, or shipping details provided by Q Automation—whether included in a quotation, tender, or supplied separately—are indicative only and are not binding unless expressly confirmed in writing by Q Automation as forming part of the agreement.
- 15.2. All drawings, documents, and related information supplied by Q Automation remain its exclusive property. Unless already part of the public domain, such materials are considered confidential and must not be disclosed to third parties or used for any purpose other than as authorised in writing by Q Automation.
- 15.3. If any drawings or documents provided with a quotation or tender are not incorporated into a formal agreement, they must be returned to Q Automation within seven (7) days of the quotation or tender expiring, or as otherwise requested by Q Automation.

16. Default

- 16.1. The occurrence of any of the following constitutes an Event of Default:
 - a. The Purchaser breaches any of these terms and conditions;
 - b. The Purchaser fails to make any payment to Q Automation when due;
 - c. The Purchaser ceases or threatens to cease trading;
 - d. In the opinion of Q Automation, the Purchaser's financial position raises serious doubt as to its ability to meet its obligations under this agreement or any other agreement with Q Automation;
 - e. Any of the Purchaser's assets—or any Goods held by the Purchaser that remain unpaid—are seized or subject to legal action;
 - f. The Purchaser fails to satisfy any legal judgment within seven (7) days of the judgment being issued;
 - g. An insolvency administrator, liquidator, receiver, trustee, or other official is appointed over the Purchaser's assets or business;
 - h. The Purchaser is, or is deemed under law to be, insolvent or unable to pay its debts;
 - i. The Purchaser enters into any arrangement or compromise with creditors or members, or assigns its assets for their benefit;
 - j. If the Purchaser is a corporation, an application is filed or an order is made for its winding up.
- 16.2. Upon the occurrence of an Event of Default, Q Automation may, without prejudice to its other rights and remedies, take one or more of the following actions:
 - a. Initiate legal proceedings to recover the outstanding Purchase Price;



- b. Charge interest on overdue payments from the due date until paid in full, at the rate prescribed by section 58 of the Civil Proceedings Act 2011
- c. Declare all outstanding amounts—whether already due or not—as immediately payable, or render them due upon issuing an invoice if one has not yet been provided;
- d. Cancel any existing or pending Purchase Orders;
- e. Enter the Purchaser’s premises to repossess any Goods still owned by Q Automation;
- f. Take steps to mitigate losses, including reselling, hiring, or disposing of any relevant Goods;
- g. Retain and apply any security, guarantee, or prepayment made by or on behalf of the Purchaser toward compensating Q Automation for its losses;
- h. Refuse to supply further Goods or services;
- i. Withdraw or alter any credit terms granted to the Purchaser, without prior notice.

17. General Provisions

- 17.1. These terms and conditions—including their interpretation, application, and enforcement—are governed by the laws of Queensland, Australia.
- 17.2. Both Q Automation and the Purchaser irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland for the resolution of any disputes arising from or relating to these terms and conditions, the subject matter of these terms, or the purchase of any Goods or services from Q Automation.
- 17.3. Q Automation reserves the right to update or amend these terms and conditions from time to time. Any updated version will be made available on the Q Automation website. By placing an order after such publication, the Purchaser acknowledges and agrees to be bound by the revised terms.
- 17.4. The Purchaser may not assign, transfer, or novate any of its rights or obligations under these terms without prior written consent from Q Automation.
- 17.5. Any waiver, release, or election not to enforce a right under these terms must be in writing and signed by the party granting the waiver. Oral waivers are not enforceable.
- 17.6. A delay or failure by either party to exercise a right does not amount to a waiver of that right. A partial exercise of any right does not preclude further exercise of that same right.
- 17.7. A waiver by Q Automation of any particular breach or default by the Purchaser does not constitute a continuing waiver of other breaches or rights.
- 17.8. The Purchaser is not entitled to offset or deduct from the Purchase Price any amounts it claims are owed to it by Q Automation.
- 17.9. Q Automation may, without obtaining the Purchaser’s consent, subcontract or license all or part of its obligations and rights under these terms and conditions.
- 17.10. Neither Q Automation nor the Purchaser shall be held liable for any failure to perform obligations due to circumstances beyond their reasonable control. This includes, but is not limited to, acts of God, war, civil unrest, terrorism, strikes, equipment breakdowns, material shortages, or natural disasters that disrupt the supply or delivery of goods or services.
- 17.11. If any provision in these terms is deemed unenforceable, illegal, or void by a court of law, that provision will be severed, and the remainder of the terms and conditions will continue to operate in full force.
- 17.12. Any notices or communications required under these terms (including invoices) must:
 - a. be delivered by hand, post, email, or fax;
 - b. be written in clear, legible English; and
 - c. be deemed received:
 - i. on the date of personal delivery, or email
 - ii. the following business day if sent by post within Australia;
 - iii. three business days after posting if sent internationally from Australia;
 - iv. or upon receipt if posted to Australia from overseas.