

1. Contract formation and terms (1) Each Contract is formed between VD and the Customer on the first to occur of: (a) VD accepting an order for Products from the Customer by sending the Customer an Order Confirmation; (b) VD dispatching the Products from its warehouse to the Customer; or (c) the Customer collecting the Products, accepting delivery, making any payment or performing any of these Terms, with respect to the Products. (2) The parties acknowledge and agree that VD may accept or reject any order for Products in its absolute discretion. (3) For each Contract, details of the Products and the Purchase Price are as specified in the relevant Order Confirmation. (4) By providing the Customer with a quotation in relation to any Products, VD is not making the Customer an offer to sell those Products. VD may withdraw or alter any quotation at any time and without giving the Customer notice. The Customer must keep all quotations strictly confidential. (5) These Terms prevail over any and all terms imposed or sought to be imposed by the Customer in relation to the supply of the Products by VD to the Customer (including any terms imposed in any purchase order of the Customer). (6) VD will collect and manage the Customer's Personal Information in accordance with the Privacy Policy.

2. Prices and payment (1) Unless otherwise specified in a Contract, any price quoted by VD to the Customer for the Products is exclusive of any Taxes. The Customer must: (a) pay any sales tax in respect of the Products or, where applicable, quote to VD its sales tax registration number or a sales tax exemption declaration as required by law, in respect of the Products; and (b) indemnify VD against any Taxes (other than income tax) imposed on VD in respect of the Products. (2) The Customer must pay VD any amount (GST Amount) which is payable by VD on account of goods and services tax, value added tax or any other similar tax (GST) as a result of the making of a supply under or in connection with a Contract. The GST Amount will be calculated using the prevailing rate of GST. If at any time an adjustment is made or required to be made on account of any GST paid or payable in connection with a Contract, the GST Amount will be amended accordingly and any corresponding payment necessary to give effect to the adjustment must be made by the Customer or VD, as the case may be. (3) Unless otherwise specified in a Contract, the Customer must pay the Purchase Price, any amount payable under clause 2(4) and any GST Amount in full into VD's nominated bank account in the Currency by the Due Date, free and clear of any deduction, set-off or counterclaim. (4) As notified by VD in accordance with the terms of a Contract, the Customer must also pay any freight, delivery, customs clearing, warehousing, storage or other costs, expenses or disbursements incurred by VD in respect of the Products by the Due Date or otherwise

within 7 days of VD's invoice. (5) If the Customer does not pay any amount in accordance with the terms of a Contract, then (without prejudice to any other right or remedy), VD may: (a) charge and the Customer must pay interest at the Prescribed Rate in respect of any monies as may from time to time be overdue until such monies together with interest are paid in full; (b) terminate any then existing Contract with the Customer and/or suspend further deliveries until payment has been made; and (c) exercise its rights under clause 3(3). (6) The Customer must pay VD all expenses, costs or disbursements incurred in recovering any outstanding monies under a Contract, including debt collection fees and legal costs on a full indemnity basis.

3. Delivery, title and risk (1) Any date for delivery of the Products specified in a Contract is the estimated date for delivery only. Subject to any Consumer Rights, VD is not liable to the Customer for any damage, expense, loss or liability suffered or incurred by the Customer in respect of any late delivery of Products or late provision of services under a Contract. The Customer must still accept and pay for the Products even if the delivery is late. (2) Until all amounts owing by the Customer to VD under a Contract are paid in full, VD retains title to all Products under the Contract. (3) If the Customer does not pay the Purchase Price for Products by the Due Date, VD has the right to immediate possession of any and all those Products without notice to the Customer or any other person. The Customer gives VD an irrevocable licence, with no less than four business hours' notice, to enter into the Customer's premises for the purpose of enforcing VD's rights under this clause 3(3). VD may (at VD's cost) require the Customer to deliver up the relevant Products to a destination specified by VD by giving the Customer not less than 48 hours' prior notice. (4) Where VD organises the transport and delivery of the Products under a Contract to the Customer, risk in those Products passes to the Customer on delivery to the Customer's delivery address. In all other cases, risk in the Products under a Contract passes to the Customer on dispatch from VD's warehouse. (5) Unless a contrary intention appears, words or expressions used in this clause 3(5) that are defined in the PPSA have the same meaning as given to them in the PPSA. If at any time VD determines that these Terms (or any of the transactions contemplated by or under them) create a security interest in its favour over any personal property, then VD may apply for any registration, or give any notification, in connection with that security interest and the Customer must promptly, upon VD's request, do anything to the satisfaction of VD (including signing and producing documents, getting documents completed or signed, obtaining consents and supplying information) to: (a) provide more effective security over the relevant personal property;

(b) ensure that any such security interest in favour of VD: (i) is at all times enforceable, perfected (including, where applicable, by registration) and otherwise effective; and (ii) ranks as a first priority security interest; (c) enable VD to prepare and register a financing statement or a financing change statement or give any notification in connection with that security interest; and (d) enable VD to exercise any of its rights or perform any of its obligations in connection with any such security interest or under the PPSA. If Chapter 4 of the PPSA would otherwise apply to the enforcement of the security interest created under these Terms, the Customer agrees that the following provisions of the PPSA will not apply: (a) section 95 (notice of removal of accession), to the extent that it requires VD to give a notice to the Customer; (b) section 121(4) (enforcement of liquid assets – notice to grantor); (c) section 125 (obligation to dispose of or retain collateral); (d) section 130 (notice of disposal), to the extent that it requires VD to give a notice to the Customer; (e) paragraph 132(3)(d) (contents of statement of account after disposal); (f) subsection 132(4) (statement of account if no disposal); (g) section 142 (redemption of collateral); and (h) section 143 (reinstatement of security agreement). VD does not need to give the Customer any notice required under the PPSA (including a notice of a verification statement under section 157 of the PPSA) unless the requirement for the notice cannot be excluded. Neither party will disclose to a person or entity that is not a party to these Terms information of the kind mentioned in section 275(1) of the PPSA unless section 275(7) of the PPSA applies or that information is publicly available.

4. Limitations of liability and claims. (1) Important consumer information: Full details of the consumer rights and remedies referred to in this clause 4 can be obtained from the Australian Competition and Consumer Commission (ACCC) at www.accc.gov.au or from a local consumer protection agency. (2) Important consumer information: Nothing in this clause 4(2) limits the Customer's consumer rights and remedies referred to in clauses 4(3) and 4(4). Subject to clauses 4.3 and 4.4, the Customer agrees that all terms, conditions, warranties, guarantees, representations and obligations in relation to VD's supply to the Customer of Products and services which are implied or granted by statute or general law are excluded. (3) If VD's supply of the Products under these Terms is a supply to the Customer of goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, then the Customer has

important rights under the Australian Consumer Law, including Consumer Rights and remedies. Nothing in these Terms limits those rights and remedies in any way. (4) If VD's supply of the Products under these Terms is a

supply to the Customer of goods or services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then VD's liability for loss suffered or incurred by the Customer is limited to VD (at VD's option): (a) in respect of goods supplied under these Terms: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; (iii) paying the cost of replacing the goods or of acquiring equivalent goods; or (iv) paying the cost of having the goods repaired, (b) in respect of services supplied under these Terms: (i) resupplying the services; or (ii) paying the cost of having the services supplied again. (5) The limitation of liability in clause 4(4) does not apply: (a) where it is not fair or reasonable for VD to rely on that clause; or (b) in relation to rights granted under sections 51, 52 and 53 of the Australian Consumer Law. (6) Where VD is liable to the Customer in circumstances which are not covered by clause 4(3) or clause 4(4), VD's total liability to the Customer for all events and occurrences in respect of a Contract, whether in contract, tort including negligence, under statute or otherwise, is limited to \$100. (7) Subject to any Consumer Rights and to the extent permitted by law: (a) VD is not liable to the Customer in any circumstances for any indirect, economic, special or consequential loss or damage, loss of revenue, time, goodwill, data, anticipated savings, opportunity, reputational loss, loss of production and loss of profit in respect of a Contract or the supply of any goods and/or services; (b) VD's liability in respect of a Contract is reduced to the extent that the relevant loss or damage: (i) was caused or contributed to by the Customer; or (ii) arises from inaccurate data or information provided by the Customer. (8) Before making any claim against VD with respect to a Contract, the Customer must first take all reasonable action to mitigate any loss suffered by the Customer in relation to that claim (including claiming under any applicable insurance policy) and any sum recovered will reduce the amount of the claim. (9) The Customer must notify VD of any potential or actual claim against VD under a Contract within 30 days of collection or delivery of the Products under the Contract (and any claim brought outside of that time frame is absolutely barred). The Customer must provide VD with all reasonable information requested by VD to substantial any such claim.

5. General. (1) Each Contract constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations, documents and agreements in connection with that subject matter. (2) Any amendments and special conditions applicable to a Contract will be specified by VD in writing in the relevant Order Confirmation. Otherwise, a Contract may only be amended in writing signed by both parties. (3) Each party warrants that it has the authority, power and capability to

enter into and to perform its obligations under each Contract and that its obligations under each Contract will be binding and enforceable. (4) Each term of a Contract must be interpreted in such manner as to be effective and valid under applicable law. If any term of a Contract is held to be prohibited by or invalid under applicable law, that term is ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Contract. (5) A term of a Contract may not be waived except in writing signed by the party granting the waiver. The waiver by a party of a breach by the other party of any term of a Contract does not operate as a waiver of another or continuing breach by that party of that term or any other term of a Contract. (6) VD's obligations under a Contract are suspended during any period in which VD is prevented from performing them by circumstances or events beyond VD's reasonable control. (7) the Customer must not assign or novate any of its rights or obligations under a Contract without VD's prior written consent (which VD may withhold in its absolute discretion). VD may assign or novate any of its rights or obligations under a Contract to any person by notice to the Customer. (8) The Customer has no right of set-off against any payment due to VD under any Contract. (9) These Terms are governed by the laws applicable in the State of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State.

6. Definitions and interpretation. (1) Australian Consumer Law means the Australian Consumer Law contained in schedule 2 to the Competition and Consumer Act 2010 (Cth). Contract means a contract between VD as seller and the Customer as purchaser, for the sale and purchase of the Products at the Purchase Price, which incorporates these Terms and any relevant Order Confirmation. Consumer means consumer as that term is defined in the Australian Consumer Law. Consumer Rights means the Customer's rights if it is a Consumer contained in the Australian Consumer Law. Currency means Australian dollars, unless another the currency is expressly specified in a Contract. Customer means the purchaser of the Products as specified in a Contract. Due Date means immediately prior to dispatch or collection of the Products under a Contract from VD's warehouse or as otherwise specified in an Order Confirmation. Order Confirmation means a written order confirmation issued by VD to the Customer (which may be in the form of an invoice) in relation to the sale and purchase of Products. Personal Information: personal information as that term is defined in the Privacy Act. PPSA means the Personal Property Securities Act 2009 (Cth). Prescribed Rate means the rate that is 2% per annum above the rate specified from time to time under section 2 of the Penalty Interest Rates Act 1983 (Vic). Privacy Act means the Privacy Act 1988 (Cth). Privacy Policy means VD's privacy policy located at

<https://www.visionarydigital.com.au/customerterms-privacy> Products means the products and, if any, services specified in a Contract. Purchase Price means the purchase price for the Products specified in a Contract. Terms means these terms. Tax, means all forms of taxes, duties (including stamp duty), imposts, charges, withholdings, rates, levies or other governmental impositions imposed, assessed or charged by any government agency, together with all interest, penalties, fines, expenses and other additional statutory charges resulting from a failure to pay when due the full amount of any such imposition. VD means Visionary Digital Pty Limited (ACN 147 813 198). (2) In a Contract: (a) words importing the singular include the plural and vice versa; (b) a reference to a thing includes a part of that thing; (c) references to clauses and parties are references to clauses of, and parties to, these Terms; (d) a reference to a party includes its executors, administrators, successors and permitted assigns; (e) words importing a gender include any gender; (f) other grammatical forms of defined words or expressions have corresponding meanings; (g) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate or any government agency; (h) a reference to any statute, or award, regulation, proclamation, ordinance or by-law includes all statutes, awards, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; (i) a reference to a document or agreement, including these Terms, includes a reference to that document or agreement as novated, altered or replaced from time to time; and (j) wherever "including" or any form of that word is used, it will be construed as if it were followed by "(without limitation)".