5.1.2. Subject to the Order the provision of AMT of the Equipment will be completed upon delivery of the Equipment to the Customer or when the Equipment has been fully commissioned and successfully tested by AMT.

5.2. Unless specified otherwise in the quotation or the Order, AMT does not warrant that it will be capable of providing the Equipment or any Services on a specific day or at a specific time requested by the Customer.

5.3. Subject to otherwise complying with its obligations AMT shall exercise its independent discretion as to its most appropriate and effective manner of supplying the Equipment and Services to the Customer.

6. INTELLECTUAL PROPERTY

6.1. All intellectual property in the Equipment, and any component part thereof and firmware embedded into the Equipment and any other copy right, design right or any other moral right attaching to the Equipment is the property of AMT and is retained by AMT at all times.

6.2. The Customer is strictly prohibited from copying, duplicating or reproducing the component part thereof including AMT’s firmware embedded into the Equipment.

6.3. By virtue of the agreement the Customer acquires and is granted by AMT the non-exclusive right to use the Equipment and times share.

6.4. The license granted by AMT for the use of the Equipment is not transferrable. Any assignment or proposed assignment of the License to or in the Customer is subject to the consent in writing of AMT; which will not be unreasonably withheld.

6.5. The parties acknowledge that the obligations contained in this clause are essential terms and conditions.

6.6. Any data generated and collected by the Customer from the use of the Equipment is the intellectual property of the Customer. AMT takes no responsibility for the security and storage of the Customer's data and will not be held liable for any loss or damage suffered by the Customer in connection with the loss, misappropriation, use or misuse of the same.

7. DEFAULT

7.1. In this clause the “default date” is the day after the due date and the “outstanding balance” is the unpaid part of AMT's invoice(s) to the Customer less any payments made by the Customer prior to the default date.

7.2. If AMT does not receive the outstanding balance by the default date the Customer will be liable for:

8. RISK AND LIABILITY

8.1. The Customer will ensure that there is sufficient and accurate information to consider the Equipment and Services in any Order including any special requirements or specifications pertaining to the Equipment.

8.2. AMT takes no responsibility and will not be liable for any loss and damage or costs of business to the Customer if the Customer's instructions are faulty or not fit for purpose due to insufficient or inaccurate information provided by the Customer.

8.3. The Customer accepts all risk in relation to the Equipment when the provision of the Equipment is deemed complete.

8.4. AMT takes no responsibility for representations made in relation to the Equipment and the Services to any third party.

8.5. The Customer acknowledges that AMT shall not be liable for and the Customer indemnifies AMT against any damage caused as a result of delay, or failure to supply the Equipment or Services or to observe any of these terms and conditions due to an event of force majeure.

9. WARRANTY

9.1. AMT warrants that the Customer's rights and remedies in the agreement arising from a warranty against defects are in addition to other rights and remedies available to the Customer in law in relation to the goods and services to which the warranty relates.

Warranty for Equipment and Services

9.2. The Equipment will be commissioned, if used in accordance with AMT's manuals and instructions, will remain fit for purpose and free from major defect for a period of 6 months from the date the Equipment is provided to the Customer.

9.3. AMT warrants that the Servics will be carried out with due skill, care and attention and will remain free from defect for a period of 3 months from completion of the Services.

9.4. Provided that the Customer reports any defect in any Equipment or Services to AMT within the applicable warranty period the Equipment or Services will be repaired or replaced by AMT at the Customer's cost, including its reasonable costs of carriage.

9.5. In respect of all claims under warranty, AMT reserves it right to inspect Equipment and Services and be deemed to be defective.

9.6. AMT shall not be liable to compensate the Customer for any reasonable delay in rectifying Equipment and Services found to be defective or in assessing the Customer's warranty claim.

9.7. The Customer warranties that it will use its best endeavours to assist AMT with clarifying the nature of the any defect alleged.

Claims made under Warranty

9.8. Claims for warranty shall be made in one of the following ways:

9.8.1. The Customer must send the claim in writing to AMT's post office box 7059, Mount Crosby QLD 4304;

9.8.2. The Customer must email the claim to AMT's email address admin@appliedminingtech.com; or

9.8.3. The Customer must contact AMT on (07) 3201 2863.

10. CANCELLATION

10.1. Any alteration or repair to the Equipment is carried out other than by AMT at the Customer's cost.

11. TERMINATION AND CANCELLATION

Cancellation by AMT

11.1. Without prejudice to AMT's other remedies at law, AMT shall be entitled to cancel any or all of an Order of the Customer which remains unfulfilled and all amounts owing to AMT shall, whether or not due or payable, be immediately payable in full.

11.1.1. Any money payable to AMT becomes overdue for payment;

11.2. The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

11.3. A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

Cancellation by the Customer

11.4. In the event that the Customer cancels the Order then the Customer shall be liable for any loss and damage suffered by AMT, but not exceeding the fee for the Equipment and Services.

11.5. AMT may retain any deposit paid by the Customer and offset such sum in satisfaction or partial satisfaction of any loss and damage suffered by AMT as a result of the Customer's cancellation of the Order.

12. RENTENTION OF TITLE

12.1. Legal and equitable title in the Equipment shall remain with AMT pending full payment of the fee for the Equipment to AMT, and the Customer warrants that it:

12.1.1. Holds the Equipment as Bailes for AMT and shall return the Equipment to AMT at AMT's expense on demand.

12.1.2. Is responsible for the Equipment and is liable to compensate AMT for all loss or damage to the Equipment whilst it is in the Customer's possession;

12.1.3. Will maintain insurance in respect of the full replacement value of the Equipment;

12.1.4. Will not allow any person to have or acquire security interest in the Equipment whilst the Equipment is in the Customer's possession;

12.1.5. The Customer may use the Equipment in the ordinary course of its business.

12.2. Notwithstanding the provisions above, AMT shall be entitled to issue legal proceedings to recover the Price of the Goods.

13. SECURITY

13.1. This agreement is a security agreement for the purposes of the PPSA has the effect of creating a security interest in favour of AMT over the Equipment supplied to the Customer to secure payment of the fee for the supply of the Equipment.

13.2. The Customer acknowledges that AMT acquires a purchase money security interest ("PMSI") over the Equipment and the security interest will continue to apply as an interest in the Equipment for the purposes of the PPSA with priority registered or unregistered security interest.

13.3. AMT may register the PMSI on the Personal Property Securities Register ("PPSR") without providing further notice to the Customer.

13.4. AMT is not required to disclose information pertaining to AMT's security interest to a third party unless required to do pursuant to PPSA or under the general law.

13.5. The Customer agrees and undertakes:

13.5.1. To sign any documents and/or provide further information reasonably required by AMT to register a financing statement or financing change statement on the PPSR;

13.5.2. To allow AMT to attach to the Equipment and the security interest and to secure additional security interest in the Equipment and the security interest in addition to the Equipment provided for in any future Order;

13.5.3. Not to register and/or make a demand to alter a financing statement in the Equipment without prior written consent of AMT;

13.5.4. To provide any security interest in the Equipment to AMT if so requested;

13.5.5. To waive any rights of enforcement under section 115 of the PPSA;

13.5.6. To waive any rights of enforcement under section 115 of the PPSA;

13.5.7. To remain with the Customer in connection with the loss, misappropriation, use or misuse of the same.

14. ENTIRE AGREEMENT

14.1. The agreement as defined herein constitutes the whole agreement between the Customer and AMT.

14.2. The agreement is deemed to be made in the Australian State of Queensland and any dispute arising thereunder shall be determined by the appropriate courts of Queensland.

14.3. All prior discussions and negotiations are merged within this document and AMT expressly disclaims all prior representations made by it or on its behalf that are in conflict with any clauses in this contract.

14.4. Nothing in these terms and conditions is intended to have the effect of contravening any applicable provisions of the Competition and Consumer Act 2010 (Cth) or the Fair Trading Acts in each of the States and Territories of Australia.

I understand and agree to be bound by the Terms and Conditions set out herein.

NAME:

SIGNATURE: ...........................................

DATE: ..................................