



ROV Innovations Terms and Conditions

Section 1: General Terms

The following terms and conditions apply to the supply of Goods, Services and to the hire of Equipment by ROV Innovations to its Customers from time to time.

If you have any enquiries regarding any of the underlying terms, please do not hesitate to contact us directly on enquiries@rovinnovations.com.au.

In addition to the terms and conditions contained herein:

- Additional terms also apply to the hire of Equipment as set out in the Additional Terms of Equipment Hire; and
- The Customer's arrangements with ROV Innovations are subject to any Equipment Hire Schedule entered into with ROV Innovations.

These conditions (including the Additional Terms for Equipment Hire) and the Equipment Hire Schedule are together referred to as 'these conditions'.

The Customer agrees that where there is conflict in Other Agreements between ROV Innovations and the Customer, these conditions supersede the terms of the Other Agreements, except where these conditions are expressly referred to and excluded in writing signed by all parties.

1. DEFINITIONS

1.1. In these conditions:

Acts means any legislation or statutory instrument of a State or Territory of Australia or of the Commonwealth of Australia;

Additional Terms of Equipment Hire means those terms specific to the hire of Equipment as set out in Schedule 1 of these conditions;

Australian Consumer Law means schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent state or territory legislation;

Business Day means any day other than a Saturday, Sunday or public holiday in Queensland, Australia;

Confidential Information means any information in any form which includes:

- (a) the existence of and the terms of these conditions; and
- (b) all information, know-how, ideas, concepts, technology, industrial, marketing and commercial knowledge of a confidential nature (whether in tangible or intangible form) relating to or developed in connection with or in support of the business of a party or a Related Body Corporate of a party which is disclosed, communicated or delivered to, learnt by, or which otherwise comes to the knowledge of or into the possession of the other party under or in connection with these terms;

but does not include:

- (c) information which is or becomes generally available in the public domain (other than through any breach of confidence);
- (d) information rightfully received by the other party from a third person who is under no obligation of confidentiality in relation to the information and who has not obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the first party; or
- (e) information which has been independently developed by the other party.

Consent Form means an owner's consent document which provides ROV Innovations with a right to access any premises at which any Equipment is located, in a form specified by ROV Innovations to the Customer from time to time;

Consequential Loss means any loss, damage or costs incurred by a party that is indirect or consequential, as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity;

Customer means the purchaser of Goods and/or hirer of Equipment (as applicable) and/or purchaser of Services;

Customer's Premises means any or all sites or premises at which the Goods are supplied or the hired Equipment is delivered;

Defect means an imperfection in the Goods caused by a manufacturing or design flaw or fault that renders the Goods dangerous or unfit for purpose;

Due Date means the date for payment by the Customer of an amount due in respect of Goods supplied and/or Equipment hired;

Equipment means the equipment (including that equipment as repaired or replaced from time to time) hired by ROV Innovations to the Customer pursuant to these conditions;

Equipment Hire Schedule means a separate document between ROV Innovations and the Customer setting out details of the Equipment to be hired by ROV Innovations to the Customer.

Force Majeure Event means a strike, industrial action, compliance with a government request, a shortage of supply, flood, fire, tempest or any other cause beyond the reasonable control of ROV Innovations;

Goods mean any goods supplied by ROV Innovations to the Customer pursuant to these conditions;

GST has the meaning set out in section 195-1 of the GST Act;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended;

Hire Period has the meaning provided in clause 2.1;

Insolvency Event in relation to a person means:

- (a) they are (or state they are) an insolvent under administration or insolvent (each as defined in the *Corporations Act 2001* (Cth));
- (b) they have had a controller (as defined in the *Corporations Act 2001* (Cth)) appointed, are in liquidation, in provisional liquidation, under administration or wound up or have had a receiver or a receiver and manager appointed to any part of their property;
- (c) they are subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved, (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by ROV Innovations);
- (d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with them, which is preparatory to or could result in any of the things referred to in paragraphs (a) to (c) inclusive above;
- (e) they are taken (under section 459F of the *Corporations Act 2001* (Cth)) to have failed to comply with a statutory demand or have committed an act of bankruptcy as defined in the *Bankruptcy Act 1966* (Cth);
- (f) they are the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth) (or they make a statement from which ROV Innovations reasonably deduces they are so subject);
- (g) they are otherwise unable to pay their debts when they fall due; or
- (h) something having a substantially similar effect to any of the things referred to above happens in connection with them under the law of any jurisdiction.

Intellectual Property means the intellectual property and industrial property rights held by ROV Innovations relating to its Confidential Information, goods, products and works carried out by ROV Innovations;

Loss means all actions, claims (including third party claims), costs (including legal costs on an indemnity basis), damages, expenses, interest, liabilities, losses (including Consequential Loss);

Other Agreements means terms of any invoice, quote, statement, variation, contract, joint venture agreement or similar agreement;

PPSA means the *Personal Property Securities Act 2009* (Cth);

Personal Information has the meaning given in the *Privacy Act 1988* (Cth);

Pick Up Request has the meaning given in Schedule 1, clause 8.3;

Post Hire Inspection has the meaning given in Schedule 1, clause 9.1;

Product means the products or processes which incorporate the use of the intellectual Property;

Purchase Price has the meaning given in clause 9.1;

Related Body Corporate has the meaning given to it in the *Corporations Act 2001* (Cth);



Representatives mean the officers, employees, agents, representatives, contractors and subcontractors of the relevant party;

ROV Innovations means ROV Innovations (ABN 45 389 845 403);

Services means any professional service or services described in a quote provided by ROV Innovations to the Customer;

Tax Invoice means an invoice which complies with the GST Act in relation to the production and form of tax invoices for GST purposes;

Termination Event means any of the events specified in clause 24.1; and

Variation has the meaning provided in clause 29.

2. INTERPRETATION

2.1. In these conditions, where consistent with the context:

- (a) words importing the singular number shall include the plural number and vice versa, and words importing one gender shall include the other genders;
- (b) if the Customer consists of more than one person, these conditions shall be deemed to have been entered into jointly and severally by those persons and the provisions hereof shall have effect accordingly;
- (c) any agreement not to do something includes an agreement not to permit it to be done;
- (d) a reference to an Act includes regulations and any statutory instruments or binding determinations made under any of them, and consolidations, amendments, re-enactments or replacements of any of them;
- (e) if a term in these conditions is expressed to be subject to this clause 2.1(e) then, but not otherwise, the qualification contained in subclause 2.1(f) shall apply to the interpretation and application of that clause;
- (f) subject to clause 2.1(e), a clause that is expressed to be subject to this clause and clause 2.1(f) that empowers ROV Innovations to exercise a right or discretion is to be read as limiting the conferral and exercise of the right or discretion to the extent that:
 - (i) it is reasonably necessary to protect the legitimate interests of ROV Innovations or it is required or permitted by law;
 - (ii) it is exercised within reason and in conformity with the express provisions of these conditions; and
 - (iii) it is not to be exercised capriciously, arbitrarily, unconscionably or for a purpose ulterior to which the contractual right, power or discretion was conferred;



- (g) the expressions “including”, “for example” or “such as” or any form of them in these conditions do not limit what else is included and must be construed as if they were followed by the words “without limitation”.

3. ACCEPTANCE

- 3.1.** The Customer acknowledges and agrees that it will be treated as having accepted these conditions by:
- (a) placing an order with ROV Innovations for Goods or for the hire of Equipment after (in the case of a new Customer) the date of the or (in the case of an existing Customer) after written notification by ROV Innovations that these conditions apply from the date specified in (and being after the date of) the notification;
 - (b) by conduct; or
 - (c) by payment for one of ROV Innovations’ tax invoices or making any payment into the accounts of ROV Innovations.

4. PROVISION OF SERVICES

- 4.1.** The scope of work to be performed by ROV Innovations for the Customer is restricted to the Services.
- 4.2.** The Customer may request further or different works or Services outside the scope of the Services to be performed by ROV Innovations. This request must be directed to ROV Innovations’. ROV Innovations may agree, in writing, to the proposed change of works or services in their unfettered discretion. ROV Innovations may consent to the requested change of works or Services by providing the Customer with a further quote outlining the new Services. Any quote generated under this clause is subject to these terms and conditions.
- 4.3.** If the Customer requests further or different works or Services outside of the scope of the Services but ROV Innovations has not confirmed their consent to the request or requests, then ROV Innovations is not required to complete the requested further or different works or Services, but may complete these in their sole discretion, and the Customer agrees to pay any reasonable amount invoiced by ROV Innovations regarding the requested further or different works or Services completed.
- 4.4.** If any works outside the scope of the Services are necessary to complete the Services, ROV Innovations is not required to complete the Services, but may complete these works in their sole discretion and the Customer agrees to pay any reasonable amount invoiced regarding the works completed.



5. SALE OF GOODS

- 5.1.** Subject to availability, ROV Innovations will sell and deliver, or procure the sale and delivery by its nominees, to the Customer, such quantities of the Goods as the Customer orders or requests from time to time.
- 5.2.** Goods will be supplied in accordance with these conditions and any Equipment Hire Schedule (if applicable).

6. HIRE OF EQUIPMENT

- 6.1.** Subject to availability, ROV Innovations will deliver, or procure the delivery by its nominees, to the Customer of any Equipment agreed to be hired to the Customer from time to time.
- 6.2.** To the extent applicable, Equipment will be hired to the Customer in accordance with these conditions and any Equipment Hire Schedule (if applicable).

7. SITE CHARGES AND ASSUMPTIONS

7.1. Unless otherwise agreed in writing, charges for work performed:

- (a) are based on work being carried out during “Normal Working Hours” being (07:00 to 18:00) Monday to Friday except for public holidays and subject to alteration by ROV Innovations.
- (b) are based on having continuous, uninterrupted, and unhindered access to the required people, equipment, facilities and areas where the work is to be carried out.
- (c) do not cover extraneous work, lifting or refitting, site inductions, building work or decoration and should ROV Innovations agree to carry out such work at the request of the Customer then ROV Innovations shall not be liable for any damage arising.
- (d) the Customer agrees to pay for all additional costs arising from clause 7.1 and any alteration to the specifications required by the Customer including any interruption or delays by the Customer, its employees, agents or other trades during the course of work performed.
- (e) if it becomes necessary to pay any additional site allowances, other than a State or Federal Award or amounts in excess of any current workplace agreement applicable to the type of work being performed, these costs will be added to the ROV Innovations Fee (which means all amounts payable under these terms and conditions by the Customer to ROV Innovations for the Products and Services).
- (f) if ROV Innovations is delayed in reaching completion of the Services by the date agreed between the parties by an event outside of its control, including those listed in clause 7.1 then ROV Innovations shall be entitled to a reasonable extension of time to complete the services.
- (g) the Customer agrees to pay for any variations to the Services required by the Customer including an amount for any design, management, overheads and profit.



(h) emergency service call-outs will be charged in accordance with ROV Innovations' standard fees for such emergency .

8. SITE INDUCTION

8.1. In the event that ROV Innovations (or its employees) elects or are required (by the Customer or other) to undergo a site induction, including but not limited to orientations, jobsite safety training, or similar ("the Site Induction") the Customer will advise ROV Innovations of the date, duration, and all other relevant information pertaining to the Site Induction within fourteen (14) days of ROV Innovations' scheduled work commencement date.

8.2. If the Customer fails to provide adequate notice and information required by 8.1 above, the Customer agrees to pay ROV Innovations its hourly or daily rate, whichever is greatest, for time spent (and time lost) as a result of the Site Induction.

9. PRICE FOR GOODS

9.1. Any quotation provided by ROV Innovations to the Customer is an estimate only of the price of supply of Goods to the Customer. The actual price for the sale and delivery of the Goods to the Customer may vary from the quotation.

9.2. Subject to clauses 9.4 and 9.5, the price for the supply of Goods to the Customer will include:

(a) the list price of the Goods on the day of delivery; and

(b) any freight costs incurred by ROV Innovations to deliver the Goods to the Customer (if applicable).

9.3. ROV Innovations will use all reasonable endeavours to minimise the costs of freight.

9.4. The price for the supply of Goods may be specified in the Equipment Hire Schedule, if any.

9.5. In addition to the above, the Customer must pay all taxes, duties and other levies imposed or assessed at any time on or in respect of the Goods and their delivery.

10. PRICE FOR EQUIPMENT HIRE

10.1. The price for any Equipment hired to the Customer will be the Equipment hire rate set out in the Equipment Hire Schedule.

10.2. The Customer acknowledges and agrees that special conditions may apply to the hire rate as set out in the Equipment Hire Schedule, including special conditions relating to increases to the hire rate and/or price for Goods supplied if the Customer does not achieve minimum volume requirements.



11. CUSTOMER RESPONSIBILITIES AND ACKNOWLEDGEMENTS

11.1. The Customer shall:

- (a) advise ROV Innovations of the existence of any circumstances which may effect ROV Innovations' ability to provide the Services at the premises and shall confirm the location of such Services to ROV Innovations' workers before work commences. In the absence of such notice ROV Innovations accepts no liability for any loss or damage to such services or any consequence thereof and the Customer agrees to indemnify ROV Innovations against any claim whatsoever for any loss or liability under this clause;
- (b) provide adequate facilities at the premises at no cost to ROV Innovations including parking, power, lifting equipment, scaffolding, scissor lifts and rubbish removal skips;
- (c) ensure that the premises must at all times be a safe working environment and (without limitation) will not contain asbestos or similar hazards; and
- (d) indemnify ROV Innovations against any claims for the failure of the fire alarm monitoring equipment telecommunication carrier lines, power supply, costs relating to fire brigade charges, or relocation of Equipment.

11.2. The Customer acknowledges that:

- (a) that they are in receipt, have read and agree to the conditions;
- (b) that they have had opportunity to seek independent legal advice regarding these conditions;
- (c) ROV Innovations may perform any of its obligations through sub-contractors;
- (d) ROV Innovations may assign its rights and obligations under these terms and conditions;
- (e) ROV Innovations has invested significant time and money into the production of its Goods, Services, Equipment and Intellectual Property, which gives ROV Innovations a market leading edge;
- (f) ROV Innovations would suffer a minimum liquidated loss of the marketing advantage would be in the amount of \$20,000 where ROV Innovations' Goods, Services, Equipment, processes or the underlying Intellectual Property become comprised to another entity or enter the public domain;
- (g) if the Customer changes its corporate status, both Customer and its successors continue to be bound by these conditions, but ROV Innovations reserves its rights pursuant to clause 19;
- (h) no prior representation, affirmation, or agreement shall be enforceable unless set forth herein; and
- (i) if the Customer sells part or all of its business to another entity, and that other entity purchases any Goods from ROV Innovations, then that purchase shall confirm that the new entity has agreed to be bound by the same Terms and Conditions set out herein.

12. GST

12.1. Unless otherwise provided in writing, prices are exclusive of GST.

12.2. If any supply by ROV Innovations to the Customer under or in connection with these conditions is subject to GST, the Customer must pay to ROV Innovations, in addition to the consideration for that supply (unless it expressly includes GST), an amount (additional amount) equal to the amount of the consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply.

12.3. The Customer must pay the additional amount to ROV Innovations at the same time as the consideration for the supply is payable.

13. PAYMENT

13.1. Unless otherwise agreed and subject to clause 13.5, the Customer must pay ROV Innovations in accordance with the payment terms as notified by ROV Innovations to the Customer (including if applicable in any Equipment Hire Schedule).

13.2. Payment must be made by means of cash, bank cheque or electronic funds transfer (including direct debit) without deduction. The Customer agrees that it may be required to pay a reasonable surcharge for processing any payment made by other means to reflect ROV Innovations' costs incurred in processing the payment.

13.3. The Customer must pay ROV Innovations interest at a rate of 1.75% per month on any payment not received by the Due Date. On the last Business Day of each month, interest which has accrued in accordance with this clause will capitalise and be added to the outstanding amount and bear interest accordingly.

13.4. Any payments received from the Customer on overdue accounts will be applied first to satisfy interest which may have accrued and then to principal.

13.5. ROV Innovations may, acting reasonably, vary the manner and/or terms of payment at any time by providing at least one month's written notice to the Customer.

13.6. Time is of the essence with respect to all amounts payable by the Customer to ROV Innovations.

13.7. ROV Innovations may, acting reasonably, suspend the provision of Goods and/or the hire of Equipment if ROV Innovations believes, acting reasonably, that the Customer is unable or unwilling to pay an amount owing to ROV Innovations when due.

14. INVOICES

14.1. If ROV Innovations provides an invoice or statement to the Customer by:

(a) post to the registered office of the Customer as listed on the ASIC register;

(b) fax; or

(c) email (to an email address provided by the Customer or for which invoices have previously been received by the Customer).

then you agree that you have received the invoice or statement.

14.2. If you do not provide written notice to us of any objection or complaint within 7 days of this receipt, then you agree that:

(a) the amount is owing;

(b) the amount on the statement is accurate;

(c) the onus will be on the Customer to prove otherwise thereafter; and

(d) if you do wish to make any counterclaim, or set-off against us, then you agree and undertake to pay the amount claimed on all outstanding invoices owed to us in full, before:

i. you make any such claim; and

ii. raise any dispute to a demand served pursuant to section 459E of the Corporations Act 2001.

15. SET-OFF

15.1. If any money is owing by ROV Innovations to the Customer, ROV Innovations may set-off those amounts against any moneys owing by the Customer to ROV Innovations under these conditions. The parties agree that clauses 2.1(e) and 2.1(f) apply to this clause.

16. TITLE AND RISK

16.1. Risk in the Goods passes from ROV Innovations to the Customer at the time the Goods are despatched from ROV Innovations' nominated premises.

16.2. Risk in the Equipment passes to the Customer upon the Equipment being delivered to the Customer's Premises and remains with the Customer until the time the Equipment is collected from the Customer's Premises by ROV Innovations or returned by the Customer to ROV Innovations' nominated premises (as the case may be).

16.3. Title in the Goods passes to the Customer when all amounts payable by the Customer to ROV Innovations in respect of the Goods have been paid in full. Until that time, the Customer shall hold the Goods as bailee for ROV Innovations (returning the same to ROV Innovations on request).

16.4. Title in the Equipment remains with ROV Innovations at all times.



17. INTELLECTUAL PROPERTY

17.1. Any Intellectual Property that might be utilised, accessed or exposed to, the Customer is by way of a non-exclusive licence without the right to grant sub-licenses to use the Intellectual Property.

17.2. This non-exclusive licence will be subject to the the terms of any agreement between ROV Innovations and the Customer in relation to territory and duration.

17.3. The Customer must not use the Intellectual Property for its own purposes outside any agreement between the Customer and ROV Innovations.

17.4. The Intellectual Property is Confidential Information, and the Customer:

- (a) must not at any time during the term of these conditions, after its termination or expiration disclose such confidential material to any person or corporation without obtaining prior written consent of the company;
- (b) must take such steps as may be necessary to ensure that any of its employees or agents do not disclose such material; and
- (c) must comply, within a reasonable time, with all directions issued by ROV Innovations regarding the manner of use of the Intellectual Property.

17.5. Upon termination of these conditions:

- (a) The Customer must deliver to ROV Innovations all documents and other materials (including all copies) in its possession relating to the Intellectual Property and do such further things as may be reasonable require by ROV Innovations to protect its right, title and interest in the Intellectual Property.

18. DELIVERIES

18.1. ROV Innovations may make, or arrange to be made, delivery of Goods or Equipment by such means of delivery at its discretion.

18.2. Delivery of Goods or Equipment will be made at such place as ROV Innovations and the Customer agree, or failing agreement, at any place at the discretion of ROV Innovations upon the Customer's Premises.

18.3. ROV Innovations will use all commercially reasonable efforts to deliver the Goods or Equipment by the delivery date agreed with the Customer. However, any dates and times quoted by ROV Innovations for delivery of Goods or Equipment to the Customer are estimates only, and the Customer agrees that ROV Innovations is not liable for any delays in delivery.

18.4. For the avoidance of doubt, a failure by ROV Innovations to deliver the Goods or Equipment by the due date for delivery does not entitle either party to treat these conditions as repudiated. Clauses 2.1(e) and 2.1(f) apply to this clause.

18.5. The Customer agrees and acknowledges that:



- (a) the Customer's signature on any delivery docket is evidence of satisfactory delivery of Goods to the Customer;
- (b) absent the Customer's signature on the delivery docket, the signature of any authorised employee or agent for ROV Innovations on the delivery docket that Goods have been delivered to the Customer at a specified place and on a specified date, is evidence of satisfactory delivery of the Goods to the Customer at that place and on that date;
- (c) any inability or failure to obtain the Customer's signature upon delivery of the Goods to the Customer is not evidence of a failure to deliver Goods in accordance with the Customer's order and does not relieve or excuse the Customer from any obligations under these terms and conditions, including but not limited to the Customer's payment obligations;
- (d) without limiting clause 19.5(c) above, payment by the Customer to ROV Innovations for the Goods is not conditional on the Customer receiving a delivery note or docket; and
- (e) all imagery (both still images and video) remain the property of ROV Innovations until all invoices have been settled. ROV Innovations has the right to use any imagery for the promotion of similar products or Services, provided that there are no references to the customer or project in the imagery. ROV Innovations will obtain permission from the Customer if any imagery has identifying features on it.

19. DEFECTIVE GOODS

- 19.1.** The Customer must inspect the Goods on delivery and within 30 days of delivery notify ROV Innovations of any alleged defect, shortage or damage to the Goods (Defect or Defective as the case may be).
- 19.2.** ROV Innovations will, as soon as reasonably practicable after being notified by the Customer under clause 19.1, inspect the Goods and make an assessment, acting reasonably, whether the Goods have a Defect. The Customer must afford ROV Innovations an opportunity to inspect the Goods on the Customer's Premises for this purpose.
- 19.3.** Subject to clause 22 and clauses 2.1(e) and 2.1(f), if the Customer fails to notify ROV Innovations of any alleged Defect, in accordance with this clause, the Goods shall be presumed to be free from any defect or damage. Where ROV Innovations has made an assessment, in accordance with clause 19.2, that the Goods are Defective, ROV Innovations' liability is limited in the way set out in clause 22 of these conditions.

20. HEALTH, SAFETY AND ENVIRONMENTAL MANAGEMENT

- 20.1.** The Customer undertakes to ROV Innovations that the Customer will comply with all relevant Acts relating to health, safety and environmental conservation when storing and handling the Goods and Equipment.
- 20.2.** If required to do so by ROV Innovations and upon written notice, the Customer must allow ROV Innovations' Representatives access to the Customer's Premises where the Goods and Equipment are stored, to enable those premises to be inspected for compliance with such Acts. This clause does not impose, nor is it intended to impose, an obligation on ROV Innovations to undertake any such inspection.

21. FORCE MAJEURE

21.1. If there is any failure by ROV Innovations to comply or any delay in complying with any of these conditions due to a Force Majeure Event:

- (a) ROV Innovations is not in breach of these conditions by reason of the Force Majeure Event;
- (b) ROV Innovations' obligation to supply or deliver the Goods or to hire or deliver the Equipment is suspended for the duration of the Force Majeure Event;
- (c) if the delay or failure continues for in excess of 7 days', ROV Innovations may terminate any existing order or request for Goods or Equipment by notice in writing to Customer; and
- (d) ROV Innovations is not liable for any Loss incurred by the Customer by reason of such suspension or termination.

22. LIMITATION OF LIABILITY & INDEMNITY

22.1. Subject to clause 22.3 or any other laws, all terms, conditions, warranties or undertakings whether express or implied, statutory or otherwise, oral or written relating in any way to the sale of the Goods, the hire of Equipment or to these conditions are excluded including, without limitation, any warranties of merchantability or fitness for purpose.

22.2. The Customer may have rights under the Australian Consumer Law or other rights in relation to the supply of Goods and hire of Equipment that cannot lawfully be excluded by ROV Innovations (Non-excludable Rights). With the exception of Non-excludable Rights, and notwithstanding any other provision of these conditions, the liability of ROV Innovations to the Customer, whether arising under or in connection with these conditions or the performance or non-performance thereof or anything incidental thereto, and whether by way of indemnity, by statute (to the extent that it is possible to exclude such liability), in tort for negligence or otherwise, or on any other basis in law or equity is hereby limited and excluded as follows:

- (a) ROV Innovations shall have no liability whatsoever to the Customer for any Consequential Loss; and
- (b) the total aggregate liability of ROV Innovations is at all times limited to the amount equal to the price as it relates to the Goods or Equipment, or both.

22.3. To the maximum extent permitted by law, ROV Innovations' liability pursuant to any warranty, term or condition implied in these conditions and any non-excludable right is limited to:

- (a) replacement of the Goods and Equipment or the supply of equivalent Goods and Equipment; or
- (b) payment of the cost of replacing the Goods and Equipment or of acquiring an equivalent product.

22.4. ROV Innovations disclaims all liability to the Customer for loss, damage or injury (including death) resulting from the use of the Goods and Equipment for a purpose other than its intended purpose or otherwise than in accordance with its directions for use.



22.5. The Customer must indemnify and hold ROV Innovations and ROV Innovations' Representatives harmless against all loss howsoever caused, arising out of or in any way connected with any breach by the Customer of these conditions.

22.6. ROV Innovations holds the benefit of this indemnity on trust for itself and its Representatives.

22.7. The Customer acknowledges that it is not necessary for ROV Innovations or any of its Representatives to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement or to mitigate its loss.

23. PRIVACY

23.1. Where ROV Innovations receives, collects or handles Personal Information in the course of processing and administering the Customer's accounts, ROV Innovations will ensure that it has taken and continues to take all reasonable technical and organisational measures against the unauthorised or unlawful processing or disclosure of the Personal Information.

23.2. All Personal Information collected by ROV Innovations will be treated in accordance with ROV Innovations' Privacy Policy set out at <http://www.rovinnovations.com/> from time to time. The Privacy Policy also includes information about how individuals can request access to or correction of their personal information and about how ROV Innovations will handle any privacy-related complaints.

24. TERMINATION RIGHTS

24.1. It is a Termination Event if:

- (a) the Customer fails to pay a Tax Invoice by the Due Date;
- (b) a direct debit request made by ROV Innovations pursuant to clause 13.2 in respect of the Customer's nominated account fails;
- (c) the Customer provides a cheque to ROV Innovations which is dishonoured;
- (d) an Insolvency Event occurs in relation to the Customer or a guarantor of the Customer (if any);
- (e) the Customer refuses to take delivery of Goods or Equipment that the Customer has ordered from ROV Innovations;
- (f) if the Customer is a trustee of a trust, anything has occurred which, in the reasonable opinion of ROV Innovations, has caused or is likely in future to cause any of the warranties in clause 36.1(b) to be untrue;
- (g) if the Customer is a partnership, anything has occurred which, in the reasonable opinion of ROV Innovations, has caused or is likely in future to cause a breach of the Customer's obligations under clause 37.1; or



(h) either party breaches a material term of these conditions and, in the reasonable opinion of the other party, the breach:

(i) cannot be remedied; or

(ii) can be remedied but is not remedied within 10 Business Days after the non-defaulting party provides the defaulting party written notice of the breach.

24.2. If a Termination Event occurs, the non-defaulting party may:

(a) terminate its obligations under these conditions immediately by written notice to the defaulting party; and

(b) exercise its rights under these conditions and at law as if it had accepted a repudiation of these conditions by the defaulting party.

24.3. If its obligations under these conditions are terminated due to a breach by ROV Innovations, the Customer must pay ROV Innovations for Goods and Equipment delivered and/or hired but not yet paid for within seven days of receiving a Tax Invoice from ROV Innovations in respect of the amounts owing.

24.4. If ROV Innovations' obligations under these conditions are terminated due to a breach by the Customer, the Customer must pay ROV Innovations for all amounts it owes ROV Innovations including for Goods and Equipment ordered but not yet delivered and Goods and Equipment delivered but not yet paid for, whether those amounts are due at that time or not, within seven days of receiving a Tax Invoice from ROV Innovations in respect of the amounts owing.

24.5. If a party's obligations under these conditions terminate for any reason:

(a) Schedule 1, clause 8 will apply in respect of the return or repossession of the Equipment;

(b) ROV Innovations will not be obliged to deliver any Goods ordered by the Customer but not yet delivered (or Equipment requested for hire which has not yet been delivered) prior to the date of expiry or termination; and

(c) each party must return to the other party within five Business Days after the date of expiry or termination, the other party's Confidential Information.

24.6. The Customer grants ROV Innovations a licence to enter any premises occupied or controlled by the Customer for the purpose of taking immediate possession of Goods and Equipment if the Customer does not comply with clause 24.5(a).

24.7. The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by ROV Innovations in enforcing its rights under these conditions and any security interests arising under them and the recovery of money payable by the Customer to ROV Innovations. The parties agree that clauses 2.1(e) and 2.1(f) apply to this clause.

25. DISPUTES

- 25.1.** Any dispute relating to these conditions (“Dispute”) will be dealt with in accordance with this clause.
- 25.2.** The party claiming the Dispute will give notice of the Dispute to the other party which will include all facts on which that party relies in relation to that Dispute (“Dispute Notice”).
- 25.3.** Within five Business Days after service of a Dispute Notice, each of the parties’ Representatives will meet at least once to attempt, using their reasonable endeavours, to resolve the Dispute in good faith.
- 25.4.** If the Dispute has not been resolved within 15 Business Days after the Service of the Dispute Notice, either party may start mediation by serving a written notice setting out the nature of the dispute, the proposed mediator, venue and attendees (“Mediation Notice”).
- 25.5.** Within 30 days of the Mediation Notice, the parties must use best endeavours to agree on the mediator, venue and attendees.
- 25.6.** If the parties cannot reach agreement about the mediator, either party may refer the matter to the Australian Disputes Centre for the appointment of a mediator.
- 25.7.** Each party must pay an equal share of the mediator’s fees and the mediation venue costs.
- 25.8.** Each party must be represented at the mediation by a person with authority to settle the dispute.
- 25.9.** Any information disclosed in connection with mediation remains confidential and is privileged from disclosure to third parties or in evidence, except to enforce a settlement agreement reached at the mediation.
- 25.10.** Any agreement reached at mediation will not be binding unless it is reduced to writing and signed by the parties.
- 25.11.** A party may not start court proceedings in relation to a Dispute until it has complied with the procedures in this clause, unless it commences legal proceedings to preserve any rights it may have.
- 25.12.** Nothing in this clause prevents ROV Innovations seeking urgent injunctive or interlocutory relief in protecting the Intellectual Property.
- 25.13.** ROV Innovations should not pay any amount way of securities to the courts if it needs to litigate to enforce its rights (in the Intellectual Property or otherwise).
- 25.14.** Notwithstanding the existence of a Dispute, both parties will continue to perform their respective obligations under these conditions.

26. CONFIDENTIAL INFORMATION

- 26.1.** Each party (“Recipient”) must keep confidential, and not disclose, any Confidential Information of the other party (“Discloser”) except:

- (a) as permitted under these conditions;
- (b) with the prior written consent of the Discloser; or
- (c) where the Recipient is compelled to do so by law, provided that it gives the other party written notice prior to disclosure.

26.2. The Recipient must only use the Confidential Information of the Discloser for the purpose for which it was disclosed and in connection with these conditions.

26.3. The Recipient must:

- (a) maintain effective security measures to protect all Confidential Information in the possession or control of the Recipient from unauthorised access, use, copying or disclosure;
- (b) notify the Discloser immediately in writing if the Recipient becomes aware of any anticipated, suspected or actual breach of these conditions by the Recipient and take all reasonable steps required to prevent or stop that breach, at the Recipient's expense; and
- (c) reasonably assist the Discloser in connection with any action or investigation by the Discloser regarding any anticipated, suspected or actual unauthorised disclosure or misuse of the Confidential Information by the Recipient.

27. PPSA – GOODS

27.1. These conditions, and each invoice issued by ROV Innovations to the Customer for Goods together comprise the security agreement for PPSA purposes in respect of the security interest which arises in favour of ROV Innovations in the Goods its supplies to the Customer.

27.2. The Customer:

- (a) agrees, at its own cost, to do anything that ROV Innovations requires to:
 - (i) enable ROV Innovations to prepare and register any 'financing statement' or any 'financing change statement' (each as defined in the PPSA) or give any notification in connection with any security interest in Goods supplied to the Customer; and
 - (ii) ensure that such security interest is enforceable, perfected and otherwise effective, and has the priority ROV Innovations requires (which, unless ROV Innovations agrees otherwise in writing, is first priority) and to enable ROV Innovations to exercise any of its rights or perform any of its obligations in connection with the security interest.
- (b) agrees, when ROV Innovations asks, to reimburse ROV Innovations for all its costs and expenses in preparing and applying for the registration of any financing statement or any financing change statement, or giving any notification in connection with, or enforcing, such security interest; and
- (c) agrees, in connection with such security interest, that:



- (i) ROV Innovations need not comply with sections 95, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA;
- (ii) it will not exercise rights under section 142 or 143 of the PPSA; and
- (iii) ROV Innovations need not give it any notice under the PPSA (including a notice of verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.

27.3. Except if section 275(7) of the PPSA applies, both ROV Innovations and the Customer agree not to disclose any information of the kind referred to in section 275(1) of the PPSA that is not publicly available.

28. ASSIGNMENT

28.1. ROV Innovations may, at any time, assign any of its rights, or transfer by novation any of its rights and obligations under these conditions to any person or persons (acting reasonably). At the request of ROV Innovations, the Customer must do anything necessary, including execute any document, to effect any such assignment or novation by ROV Innovations.

28.2. The Customer must not transfer or assign any of its rights or obligations under these conditions without the prior written consent of ROV Innovations (which it will not unreasonably withhold).

28.3. The parties acknowledge and agree this clause 28 is subject to clauses 2.1(e) and 2.1(f).

29. VARIATION

29.1. ROV Innovations may vary or replace these conditions where it deems such amendment or replacement reasonably necessary to protect its interests, by providing prior written notice to the Customer, which notice may be endorsed on or accompany an invoice, statement, correspondence or other document provided to the Customer by ROV Innovations.

29.2. The amended or replacement conditions apply with effect from the date stipulated in the notice (which must be no earlier than the date the notice is given to the Customer) and do not affect accrued rights and obligations (including in respect of any Goods ordered or Equipment hired but (in each case) not delivered to the Customer prior to the date stipulated in the notice).

30. SEVERABILITY

30.1. If a provision in these conditions is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from these conditions for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these conditions.

31. SURVIVAL

31.1. Clauses 1, 2, 13, 21, 22, 23, 24, 25 and 26 will continue to apply after the termination of any agreement or arrangement between ROV Innovations and the Customer.

32. GOVERNING LAW

32.1. These conditions are governed by, and interpreted in accordance with, the laws of Queensland, and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

33. NOTICES

33.1. Any notice, demand, approval, request or other communication in relation to these conditions (Notice) will:

- (a) be in writing in ;
- (b) be marked for the attention of the Customer or ROV Innovations (as applicable); and
- (c) be given at the Recipient's address by being:
 - (i) hand delivered;
 - (ii) sent by email; or
 - (iii) sent by regular post (or airmail if posted to or from a place outside Australia).

33.2. A Notice is given if:

- (a) hand delivered, on the date of delivery;
- (b) sent by email, when the email (including any attachment) is sent to the receiving party at that email address, unless the sending party receives a notification of delivery failure within 24 hours of the email being sent;
- (c) if sent by prepaid mail within Australia, at 9:00am on the sixth Business Day after the date of posting; or
- (d) if sent by airmail, at 9:00am on the 12th Business Day after the date of posting.

33.3. If a Notice is regarded as being given and received on a day that is not a Business Day or after 5:00pm on a Business Day, then the Notice will be deemed as given and received at 9:00am on the next Business Day.

34. CERTIFICATES

34.1. ROV Innovations may give the Customer a certificate about a matter or amount payable by the Customer to ROV Innovations. Such certificate may be signed by the Executive Manager, a



director or the financial controller of ROV Innovations and is sufficient evidence of the matter or any amount referred to in it unless it is proven to be incorrect.

35. APPLICATION OF FUNDS

35.1. ROV Innovations may apply any amount paid to it by or on behalf of the Customer toward meeting any part ROV Innovations chooses of any amount payable by the Customer to it under these conditions or otherwise.

36. TRUST

36.1. If the Customer is the trustee of a trust:

- (a) the Customer is bound by these conditions in its personal capacity and in its capacity as trustee of the trust;
- (b) the Customer warrants that at all times while these conditions apply:
 - (i) all transactions it undertakes with ROV Innovations (including those under which security interests arise) pursuant to the terms of these conditions are permitted by the terms of the trust;
 - (ii) it has the right to be fully indemnified out of trust property for obligations owed to ROV Innovations pursuant to the terms of these conditions and the trust property is sufficient to satisfy that right of indemnity and all other obligations for which it is entitled to be indemnified out of trust property; and
 - (iii) no action has been taken or proposed to terminate the trust nor has any event for the vesting of trust property occurred;
- (c) the Customer agrees to notify ROV Innovations promptly whenever anything happens which would cause any of the warranties in clause 36.1(b) to be untrue.

37. PARTNERSHIP

37.1. If the Customer is a partnership, its partners must:

- (a) not do anything, or permit anything to be done or fail to do anything, which may effect or facilitate the variation or dissolution of the partnership;
- (b) immediately notify ROV Innovations if the partnership is varied (including by a partner dying, leaving or joining the partnership) or dissolved; and
- (c) if ROV Innovations so requests, use their best endeavours to ensure all partners of any successor partnership sign and deliver to ROV Innovations a document (in form and substance satisfactory to ROV Innovations) by which they agree the successor partnership is bound by these conditions and by which arrangements satisfactory to ROV Innovations are made for the performance by the successor partnership of any obligations outstanding to ROV Innovations at the time the partnership was varied or dissolved.

SCHEDULE 1: Additional Terms of Equipment Hire

1. USE OF EQUIPMENT

- 1.1.** The Customer must use the Equipment only for purposes connected with the storage and transport of Goods supplied pursuant to these conditions and in a manner, which accords with the Equipment's purpose, ROV Innovations instructions and in a manner which is proper, safe and without risk to health.
- 1.2.** The Customer warrants that it has:
 - (a) obtained the consent of the landlord of the Customer's Premises (if any) to hire and install the Equipment and (pursuant to the Consent Form referred to in clause 11.1) consent for ROV Innovations to enter onto the Customer's Premises for the purposes of repossessing the Equipment pursuant to these conditions; and
 - (b) obtained and will maintain for the duration of the Hire Period all necessary approvals, certifications, permissions, consents or licences from any government authority or other third party for the installation and hire of the Equipment.

2. PERIOD OF HIRE

- 2.1.** The period of hire for Equipment commences when the Equipment leaves ROV Innovations' Premises and concludes when the Equipment is returned to ROV Innovations as set out in the Equipment Hire Schedule (Hire Period).
- 2.2.** The Customer acknowledges and agrees that, unless otherwise agreed by ROV Innovations, the price for the hire of the Equipment is based on the length of the Hire Period, and not the actual amount of time the Equipment is used by the Customer.

3. INSURANCE

- 3.1.** The Customer must obtain from and maintain for the duration of the Hire Period with, a reputable Australian insurance company, insurance against the loss of or damage to the Equipment, for the full replacement value of the Equipment. Such insurance policy or policies of insurance must note the interest of ROV Innovations as owner of the Equipment.
- 3.2.** The Customer must provide ROV Innovations with a copy of a certificate of currency for the insurance policy or policies required under clause 3.1 prior to the Equipment leaving ROV Innovations' premises and at any other time requested by ROV Innovations during the Hire Period.

4. CONDITION OF EQUIPMENT

- 4.1.** If the Equipment is second hand, it is hired to the Customer strictly on an “as is”, “where is” basis with all faults and defects whether or not they are:
- (a) latent or patent;
 - (b) known to the Customer; or
 - (c) apparent or detectable by inspection.
- 4.2.** ROV Innovations enters into these conditions in reliance on the Customer’s acknowledgement in clause 4.1.
- 4.3.** The Customer shall maintain the Equipment in good order and condition throughout the Hire Period.

5. OPPORTUNITY TO INSPECT

- 5.1.** The Customer confirms that it has inspected the Equipment and conducted any enquiries concerning the Equipment it deems necessary or desirable and has satisfied itself about:
- (a) the condition, state of repair, structural soundness or suitability for any use or purpose of the Equipment;
 - (b) the lawfulness of the existing use of the Equipment;
 - (c) all risks, contingencies and other circumstances; and
 - (d) the existence or otherwise of necessary approvals, certifications, permissions, consents or licences from any government authority or other third party relating to the Equipment, including any failure to comply with any conditions applicable to any such approvals, certifications, permissions, consents or licences.

6. REPAIR AND REPLACEMENT OF EQUIPMENT

- 6.1.** The Customer must notify ROV Innovations immediately if it considers that the Equipment requires repair or should be replaced.
- 6.2.** ROV Innovations will only be responsible for the cost of replacing parts and components of the Equipment required to be replaced due to normal wear and tear.
- 6.3.** The Customer will be responsible for the cost of any replacement parts or components damaged either directly or indirectly by:
- (a) the misuse, mishandling, negligent use or operation of the Equipment by the Customer or any other person that has access to the Customer’s Premises, whilst the Equipment is on hire to the Customer, including use of the Equipment in extremely adverse environments causing premature failures to any parts or components; or

- (b) failing to comply with the Customer's obligations pursuant to clause 6 and 7 of these conditions;
and

ROV Innovations will not be liable for any delay in Customer's work or operations as a result of any of the above circumstances.

- 6.4.** The Hire Period includes, and the Customer is liable for hire fees during, any period that the Equipment is stood down for repairs, maintenance or servicing unless otherwise agreed to by ROV Innovations. ROV Innovations agrees to use its best endeavours to carry out any repairs, maintenance and servicing that it is required to undertake pursuant to these conditions as soon as possible.
- 6.5.** The Customer must do all things necessary to facilitate that repair or replacement including but not limited to granting all necessary safe access to the Equipment and the Customer's Premises.
- 6.6.** If the Customer and ROV Innovations agree that the Customer will purchase the Equipment:
 - (a) the Customer must purchase the Equipment at a price agreed by the parties (Purchase Price);
 - (b) on and from the date that the Customer purchases the Equipment (which for the avoidance of doubt will not occur unless and until the Purchase Price has been paid by the Customer in full):
 - (i) ROV Innovations will owe no further obligation in respect of such Equipment including in respect of any repairs, maintenance, servicing or replacement;
 - (ii) the Hire Period will cease; and
 - (iii) the Customer will no longer be required to pay any hire fees for such Equipment; and
 - (iv) title and risk in the Equipment will pass to the Customer

7. CUSTOMER UNDERTAKINGS

7.1. During the Hire Period, the Customer must:

- (a) promptly pay any taxes, fees and costs relating to the installation or use of the Equipment;
- (b) procure that its Representatives operate the Equipment strictly in accordance with ROV Innovations' and the Equipment manufacturer's instructions;
- (c) ensure the Equipment is used only by suitably trained and certified persons;
- (d) store the Equipment securely;
- (e) maintain the Equipment in good operating condition (except to the extent ROV Innovations agrees to make repairs or replace the Equipment, as provided for in clause 6);
- (f) not alter the Equipment, including allowing it to become an accession to other property or allow other property to become an accession to it without ROV Innovations' prior written consent;



- (g) not damage or destroy the Equipment;
- (h) keep all signs or markings indicating that the Equipment is the property of ROV Innovations legible and visible;
- (i) maintain and comply with all laws and regulations relating to the Equipment's maintenance, safety and use;
- (j) not move the Equipment from the Customer's Premises without the prior written agreement of ROV Innovations;
- (k) ensure that any Vehicle is driven safely and carefully with due consideration for other persons;
- (l) pay any traffic or parking fine, storage cost or toll of any kind in respect of a Vehicle or Trailer incurred whilst the Vehicle or Trailer is in the Customer's or its Representatives' possession or control;
- (m) not do anything prejudicial to ROV Innovations' title to the Equipment;
- (n) not lease, licence, grant a security interest over or deliver the Equipment to anyone but ROV Innovations; and
- (o) on reasonable notice, grant ROV Innovations and its Representative's access to the Customer's Premises and the Equipment in order to inspect, repair, maintain or upgrade the Equipment or to observe its use and all records relating to its maintenance.

8. RETURN OF EQUIPMENT

- 8.1.** Subject to clause 6.6, at the end of the Hire Period or on termination of either party's obligations under these conditions pursuant to clause 24, the Customer must return the Equipment to a premises nominated by ROV Innovations.
- 8.2.** The Equipment must be returned to ROV Innovations in a clean, undamaged and unaltered condition, fair wear and tear excepted.
- 8.3.** ROV Innovations may agree to collect the Equipment from the Customer if it receives a written request from Customer to do so at least seven days before the end of the Hire Period (Pick Up Request). If it accepts the Pick Up Request, ROV Innovations will indicate its acceptance by providing a pick-up number to Customer.
- 8.4.** ROV Innovations is entitled to charge the Customer a reasonable fee in each of the following circumstances:
 - (a) the Customer provides a Pick Up Request less than seven days before the end of the Hire Period;
 - (b) the Customer returns the Equipment to a place other than ROV Innovations' nominated premises or outside ROV Innovations' normal business hours; or



(c) ROV Innovations collects the Equipment from the Customer, either at the request of Customer or because the Customer fails to return the Equipment to ROV Innovations.

8.5. If the Customer does not return the Equipment or arrange with ROV Innovations to collect the Equipment in accordance with this clause 8, ROV Innovations may at its option repossess the Equipment in which case:

(a) the Customer shall within 2 Business Days of receiving written notice from ROV Innovations to do so, ensure that all Equipment is in a clean, undamaged and unaltered condition, fair wear and tear excepted, and accessible with no impediment to its safe and efficient removal from the Customer's Premises. If the Equipment is a Tank the Customer shall remove all product from the Tank and ensure that it is clean, gas free, inert and safe to be removed from the Customer's Premises;

(b) within 2 Business Days of receiving written notice from ROV Innovations to do so, the Customer irrevocably authorises ROV Innovations, and any Representatives of ROV Innovations to enter the Customer's Premises without notice and take all steps reasonably necessary to retake possession of the Equipment;

(c) the Customer shall indemnify ROV Innovations in respect of any and all liability ROV Innovations may incur to third parties by reason of ROV Innovations retaking possession of the Equipment in accordance with this clause; and

(d) whilst ROV Innovations will take reasonable care when repossessing the Equipment, ROV Innovations shall not be responsible for restoring the Customer's Premises or any other property on which the Equipment was situated to its original or any other condition.

9. POST HIRE INSPECTION

9.1. Upon the return of the Equipment to ROV Innovations' Premises (or repossession), an inspection of the Equipment will be conducted by ROV Innovations to ascertain and record the condition of the Equipment at the end of the Hire Period (Post Hire Inspection).

9.2. The Customer acknowledges and agrees that ROV Innovations' record of the Post Hire Inspection is sufficient evidence of the condition of the Equipment at the end of the Hire Period unless it is proved to be false.

9.3. ROV Innovations is entitled to charge the Customer a reasonable fee for the Post Hire Inspection.

9.4. The Customer acknowledges and agrees that the costs of repairing any damage to the Equipment occurring during the Hire Period (whether identified during or subsequent to the Post Hire Inspection), cleaning the Equipment and replacing any components, consumables and worn parts will be borne by Customer and must be paid by the Customer to ROV Innovations within 7 days after the Customer receives a Tax Invoice from ROV Innovations for those costs.

10. PPSA – EQUIPMENT

10.1. If a security interest arises in favour of ROV Innovations in any Equipment it hires to the Customer, then these conditions, each Equipment Hire Schedule, the Credit Conditions (if applicable) and each invoice (if applicable) issued by ROV Innovations to the Customer for the hire of Equipment together comprise the security agreement for PPSA purposes.

10.2. The Customer:

(a) agrees, at its cost, to do anything that ROV Innovations requires to:

- (i) enable ROV Innovations to prepare and register any 'financing statement' or any 'financing change statement' (each as defined in the PPSA) or give any notification in connection with such security interest; and
- (ii) ensure that such security interest is enforceable, perfected and otherwise effective, and has the priority ROV Innovations requires (which, unless ROV Innovations agrees otherwise in writing, is first priority) and to enable ROV Innovations to exercise any of its rights in connection with the security interest;

(b) agrees, when ROV Innovations asks, to reimburse ROV Innovations for all its costs and expenses in preparing and applying for the registration of any financing statement or any financing change statement, or giving any notification in connection with, or enforcing, such security interest; and

(c) agrees, in connection with such security interest, that:

- (i) ROV Innovations need not comply with sections 95, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA;
- (ii) it will not exercise rights under sections 142 or 143 of the PPSA; and
- (iii) ROV Innovations need not give it any notice under the PPSA (including a notice of verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.

10.3. Except if section 275(7) of the PPSA applies, both ROV Innovations and the Customer agree not to disclose any information of the kind referred to in section 275(1) of the PPSA that is not publicly available.

11. RIGHT OF ENTRY

11.1. If the Customer is not the owner of the Customer's Premises, the Customer must obtain the owner's signature on the Consent Form. Until such Consent Form is signed, ROV Innovations shall have no obligation to deliver or make available any Equipment for hire.

12. JOINT VENTURE

12.1. If ROV Innovations and the Customer enter into a joint venture via a joint venture agreement and a dispute arises or there is a breach of the conditions or the joint venture agreement, the parties must place with the court 50% of the revenue arising from the joint venture before proceeding with litigation.