

Terms and Conditions – Product Resale and Supply

This quotation and any order placed in response to it are subject exclusively to these terms and conditions.

By accepting the quotation, issuing a purchase order, requesting Cognitio Digital Pty Ltd to place an order, accepting delivery, registering any product or using any product, software, subscription or service supplied under this quotation, the customer agrees to be bound by these terms and conditions.

1. Application and precedence

These terms apply to all quotations, orders and supplies by Cognitio Digital Pty Ltd in relation to any hardware, software, licences, subscriptions, SaaS services, cloud services, support, renewals, warranty services, professional services, managed services, maintenance, RMA services and any related third-party goods or services supplied or resold by Cognitio. Any terms contained in a purchase order, procurement portal, vendor onboarding form or other customer document do not apply and are expressly rejected unless expressly accepted by Cognitio in writing. To the extent of any inconsistency, these terms prevail except to the extent that mandatory vendor, distributor or manufacturer terms apply directly to the customer or end user.

2. Quote validity, scope and acceptance

This quotation is valid only for the period stated in the quotation and only for the named customer, named end user and stated configuration, quantities, term and delivery assumptions. Any variation to customer identity, end user, products, quantities, support level, co-term requirement, destination, delivery profile, implementation timing or subscription term will require revalidation and may result in revised pricing and availability. No order is binding on Cognitio until accepted by Cognitio in writing or by Cognitio placing the relevant upstream order.

3. Pricing, taxes and adjustments

Unless expressly stated otherwise, all prices are in Australian Dollars, exclusive of GST, duties, withholding taxes, bank charges, freight, insurance and any other taxes, levies or government charges. The customer must pay all such amounts in addition to the quoted price. Pricing is based on then-current vendor and distributor pricing, stock allocation, program eligibility, deal registration status, rebates and exchange rates. Cognitio may adjust pricing at any time before delivery, licence activation or service commencement if there is any increase in vendor or distributor pricing, adverse foreign exchange movement, surcharge, change in tax treatment, change in freight or logistics cost, loss of deal registration, change in support alignment, co-term recalculation, configuration change, stock reallocation or other circumstance outside Cognitio's reasonable control that affects cost or supply.

For subscriptions, renewals, support and services quoted for future commencement, anniversary alignment or multi-year arrangements billed annually or periodically, pricing for any period not

already ordered or invoiced may be recalculated using then-current vendor, distributor or market pricing and then-current exchange rates.

4. Supply, lead times and partial fulfilment

Lead times, delivery dates, ETA information, stock indications and availability are estimates only and are not guaranteed. Supply is subject to vendor production, importation, licensing, export control, distributor allocation, shipping capacity, product lifecycle status and other upstream constraints. Cognitio may make partial deliveries, partial activations and partial invoices. Delay in one item does not relieve the customer from accepting or paying for other items delivered, activated or made available.

Cognitio may substitute or propose a replacement, successor, migration path or nearest available equivalent where a vendor, manufacturer or distributor changes a SKU, bundle, entitlement method, licensing model, support structure or product lifecycle status, subject to customer approval where legally required or commercially appropriate.

5. Orders are final; cancellation and returns

All accepted orders are final. Once Cognitio has accepted an order, placed an upstream order, reserved stock, requested licence fulfilment, booked renewal alignment, generated activation, registered an entitlement, commenced provisioning or incurred any vendor, distributor or logistics commitment, the order is non-cancellable and non-refundable except to the extent Cognitio agrees otherwise in writing. Any permitted cancellation or return is subject to vendor and distributor approval, applicable policies, restocking charges, reversal fees, lost fee recovery, freight, insurance, reconfiguration charges and Cognitio's administrative costs, all of which are payable by the customer on demand.

The customer must inspect goods immediately on delivery and notify Cognitio in writing of any visible damage, shortage, wrong item or delivery discrepancy within two business days. Any claim not made within that period is deemed waived to the maximum extent permitted by law.

6. Payment, title and security

Payment is due strictly in accordance with the quotation, invoice or any approved credit terms. Cognitio may invoice on order acceptance, shipment, partial shipment, activation, registration, renewal commencement, service commencement or any milestone stated in the quotation. Risk in goods passes on delivery to the nominated address or carrier. Legal and beneficial title to goods remains with Cognitio until all amounts owing by the customer to Cognitio on any account have been paid in full and cleared funds have been received.

If any amount payable to Cognitio is not paid by the due date, the customer must pay interest on the overdue amount from the due date until the date payment is received in cleared funds. Interest accrues daily at the rate of 10% per annum, or the maximum rate permitted by law if lower, and is payable on demand. The customer must also reimburse Cognitio for all reasonable costs and expenses incurred in connection with collecting or recovering overdue amounts, including internal

administration costs, bank charges, merchant reversal charges, debt collection costs, legal costs on a solicitor and own client basis, and enforcement costs.

Cognitio may suspend or withhold delivery, licence activation, renewal processing, support, warranty assistance, professional services, managed services, RMA support or any other supply while any amount remains overdue, without liability to the customer. Suspension does not relieve the customer from its obligation to pay any amount due. Payments received may be applied by Cognitio first to recovery costs, then to interest, then to overdue principal amounts, and then to any other amounts owing, in any order Cognitio reasonably determines.

Until title passes, the customer holds the goods as fiduciary bailee for Cognitio, must keep them separately identifiable, insured and in good condition, and must not sell, dispose of, grant a security interest over or otherwise deal with them except in the ordinary course of business and only where the proceeds are held on trust for Cognitio. Cognitio may enter the customer's premises or any premises where the goods are stored to recover unpaid goods to the extent permitted by law.

The customer grants Cognitio a security interest in the goods and their proceeds to secure payment of all amounts owing. The customer must do all things reasonably required by Cognitio to perfect, maintain or enforce that security interest.

7. Vendor and distributor pass-through terms and customer responsibilities

The customer acknowledges and agrees that all products and services supplied or resold by Cognitio are subject to the applicable vendor, manufacturer and distributor end user licence agreements, product-specific licence terms, service descriptions, support terms, warranty terms, return merchandise authorisation requirements, cloud and SaaS terms, registration rules, activation policies, acceptable use policies, data processing terms, export restrictions and other legal or commercial terms as updated from time to time. Those terms may apply directly to the customer and are incorporated into these terms by reference to the extent applicable. The customer is responsible for reviewing and complying with the relevant vendor, manufacturer and distributor terms, which are generally available from the relevant vendor or distributor websites, portals or order documentation.

Where a quotation identifies a specific vendor, distributor, product family, licence type, support program, subscription, cloud service or professional service, the customer must ensure that it understands the applicable upstream terms before placing an order. If the customer requires Cognitio to provide copies of specific available vendor or distributor terms, Cognitio may assist on request, but the authoritative version will be the version published or issued by the relevant vendor, manufacturer or distributor.