FLAIM
Training for a better tomorrow

Terms of Sale

FLAIM Systems Pty Ltd | ABN 71 620 462 946 | Document P-10-001 v4 | November 2026

1. Agreement structure and order of precedence

1.1 Application. These Terms apply to every supply of Goods and Services by FLAIM Systems Pty Ltd (ABN 71 620 462 946) (**FLAIM**, **we**, **us**) to the customer named in an Order (**Customer**, **you**).

1.2 The Agreement. Each Order forms a separate contract (the **Agreement**) made up of: (a) any Services Agreement or other written agreement signed by both Parties that refers to the Order; (b) the Order Confirmation or accepted Quote; and (c) these Terms.

1.3 Precedence. If there is any inconsistency, the documents in clause 1.2 prevail in the order listed. A term in an Order Confirmation or Quote prevails over these Terms only if it expressly states that it does so.

1.4 Customer terms excluded. Any terms in or referred to by your purchase order, supplier portal, acceptance, invoice or similar document do not form part of the Agreement and have no effect, even if we accept, sign or perform against that document, unless a FLAIM director expressly agrees to them in writing.

2. Quotes and Orders

2.1 Quotes. A Quote is an invitation to treat, not an offer. It is valid for the period stated in it or, if none is stated, 30 days. We may revise a Quote before an Order is formed to reflect changes in your requirements or in our costs of supply.

2.2 Ordering. You may request Goods and Services by email to sales@flaimsystems.com or through an authorised FLAIM representative. We will respond with a Quote, Order Confirmation or pro-forma invoice setting out the commercial terms.

2.3 Formation. An Order is formed when we receive your written acceptance of a Quote or Order Confirmation, or your purchase order referencing it, whichever is first. Clause 1.4 applies to any purchase order.

2.4 Changes and cancellation. An Order may be changed or cancelled only by written agreement. If you cancel an Order after it is formed, you must pay for Goods already shipped or specifically procured or built for you, Services already performed, and our reasonable non-recoverable costs.

3. Supply, delivery and acceptance

3.1 Supply. We will supply the Goods and Services described in the Order in accordance with the Agreement.

3.2 Delivery terms. Unless the Order states otherwise, Goods are delivered FCA FLAIM's premises, Melbourne, Australia (Incoterms® 2020). Where the Order states another Incoterm, that Incoterm governs delivery, risk and the allocation of transport costs, insurance, duties and customs formalities.

3.3 Delivery dates. Delivery dates are estimates. We will use reasonable endeavours to meet them and will tell you promptly of any expected delay. Late delivery does not entitle you to cancel the Order or claim damages unless the Order expressly makes the date essential.

3.4 Import. Unless the Order states otherwise, you are the importer of record and are responsible for import licences, permits, duties and customs clearance in the destination country.

3.5 Acceptance. You must inspect the Goods within 10 Business Days of delivery and notify us in writing of any visible damage, shortfall or non-conformity. If you do not, the Goods are accepted. Acceptance does not affect your warranty rights under clause 7.

4. Software and Scenario Library licence

4.1 Licence. Subject to payment and compliance with the Agreement, we grant you a non-exclusive, non-transferable licence, without the right to sublicense, to install and use the Proprietary Software and to access the Scenario Library and FLAIM Capture relevant to the licensed product, in each case for the Permitted Purpose, at the sites and for the number of Systems or users stated in the Order, during the Licence Term.

4.2 Licence term. Each System is supplied with an initial software licence of three or five years, as stated in the Order (**Initial Term**), starting on the date of registration of the System on the FLAIM Portal or within 90 days of the invoice date, whichever is first. The System package also includes the hardware warranty in clause 7 and a one-hour online onboarding and basic system training session. When the Initial Term ends, a renewal for a further 1, 3 or 5 years (**Renewal Term**) is required for the System to continue to operate at full functionality. The Initial Term and any Renewal Term together are the **Licence Term**. If the Licence Term ends without renewal, clause 4.4 applies.

4.3 What the licence includes. During the Licence Term, the licence includes: (a) the Proprietary Software and all Third Party Software licences required to operate the System; (b) software maintenance updates, bug fixes and scenario enhancements (**Updates**); (c) access to the Scenario Library relevant to the licensed product; (d) access to the FLAIM Capture learning analytics platform; and (e) helpdesk and remote technical support through the FLAIM Help Desk. New feature modules released on separate commercial terms may attract additional fees.

4.4 Lapsed licence. If the Licence Term ends without renewal, you may continue to use the System with reduced functionality: (a) Scenario Library access is limited to three scenarios; (b) Updates, patches and security updates cease, and the System's stability and security will progressively degrade; (c) access to FLAIM Capture, including trainee records and reporting, is suspended; and (d) support is limited to email, with extended response times outside our standard service levels, and we may charge for complex or ongoing issues. Reinstating a lapsed licence may require payment of licence fees for the lapsed period. We are not liable for any loss of performance, security or data access caused by a lapsed licence. On request made within 30 days after the Licence Term ends, we will provide an export of your trainee data held in FLAIM Capture in a standard format.

4.5 Scenario Library changes. We may add to, modify or retire scenarios and Scenario Library functionality. We will not materially reduce the core functionality of a paid licence during its Licence Term without giving you reasonable notice and either a reasonable substitute or a pro-rata refund of prepaid fees for the affected functionality.

4.6 Account security. You must keep login credentials secure, not share Scenario Library access or content with third parties, and tell us promptly of any unauthorised access.

4.7 Third Party Software. The System includes Third Party Software listed in the User Manual. Your use of it is subject to the relevant third party's terms. Our responsibility for Third Party Software is limited to passing through to you the benefit of any warranty we receive from its provider.

4.8 System life. Each System is designed and supported for an expected operational life of five to seven years, aligned to the product life cycle of the underlying headset and computer hardware manufacturers. We will notify you at least six months before hardware end-of-life and offer upgrade options at that time. The expected life is a planning guide, not a warranty.

5. Services and training

5.1 Standard. We will perform the Services with reasonable care and skill, using appropriately qualified personnel, in accordance with the Order.

5.2 Training. Training Services are provided on a train-the-trainer basis. We will advise the training your personnel need to operate the System safely. You are responsible for training your other users and for the conduct of everyone you allow to use the System.

5.3 Customer delay. If you fail or delay in performing an obligation, we are relieved of our affected obligations to the same extent, timeframes are extended accordingly, and you must pay our reasonable additional costs caused by the failure or delay.

5.4 Subcontractors. We may use subcontractors to perform the Services and remain responsible for their performance.

6. Customer obligations and restrictions

6.1 Use. You must use the System only for the Permitted Purpose, in accordance with the User Manual and our reasonable written directions, and in compliance with applicable Laws, including workplace health and safety laws. You must provide and maintain the Environment the System needs to operate.

6.2 Prohibited uses. You must not use the System: (a) in operational or actual firefighting or emergency response; (b) in live-fire training using gas-fired, carbonaceous or other fuelled fires; (c) outdoors in direct sunlight or wet conditions, or where exposed to water or firefighting agents, unless the User Manual permits it; or (d) in any environment that is reasonably unsafe.

6.3 Users under 18. You must not allow anyone under 14 to use the System. Anyone aged 14 to 17 may use it only under adult supervision and with the consent of a parent or guardian, or as otherwise permitted by applicable Law.

6.4 Restrictions. Except as expressly permitted by the Agreement or by non-excludable Law, you must not, and must not allow anyone else to: (a) resell, rent, lease, sublicense or distribute the System or Services; (b) copy, modify or create derivative works of the System; (c) reverse engineer, decompile or disassemble the Proprietary Software, or circumvent any licensing or access control; or (d) remove or alter any FLAIM Branding or proprietary notice.

6.5 Cooperation. You must promptly tell us of any defect in the System, nominate a contact for each Order, and give us the information, access and decisions we reasonably need to perform the Agreement.

7. Title, risk and warranty

7.1 Title. Title to System hardware passes to you on payment in full. Title to hired or loaned Systems stays with us. Title to software and IP Rights never passes (clause 9). Until title passes, you must keep the hardware insured, identifiable as ours and free of any security interest. Where the Australian *Personal Property Securities Act 2009* (Cth) or an equivalent law applies, you must sign any document we reasonably need to register and perfect our interest.

7.2 Risk. Risk in the Goods passes to you on delivery under clause 3.2.

7.3 Hardware warranty. We warrant that System hardware, and the accessories supplied with it, will be free from defects in materials and workmanship under normal use for three years from the Start Date, or any longer period stated in the Order (**Warranty Period**). The **Start Date** is the date you register the System on the FLAIM Portal (flaimsystems.com/register). You must register the System within three months of the invoice or contract commencement date. Warranty service and support are available only once the System is registered. If you register late, the Warranty Period is treated as having started three months after the invoice or contract commencement date. The hardware warranty is non-transferable and applies only to the original Customer.

7.4 Software warranty. During the Licence Term, we warrant that the Proprietary Software will materially conform to the User Manual, and we will maintain it through Updates and support under clause 4.3. This warranty does not cover software, firmware or operating systems that have been altered (including failed attempts to alter them), malfunctions caused by disconnecting or powering off the System during an update, or any period after the Licence Term ends (clause 4.4). Systems returned for service may be updated to the latest available software.

7.5 Remedy. You must notify us of a defect through the FLAIM Help Desk within the Warranty Period or Licence Term and follow the claims process in the Warranty Policy. We will then, at our option: repair the affected item using new or refurbished parts; replace it with a new or refurbished equivalent of equal or greater performance; supply replacement components directly where no technical installation is needed; re-perform the affected Services; or, if none of these is reasonably achievable, refund the fees paid for the affected item. You must not ship any item to us unless we ask you to. You pay shipping to our designated repair facility, and we will pay for return shipping. Replaced items and parts become our property. You must back up data before any return, and we are not responsible for data lost during repair. During the Warranty Period we may also, at our discretion and at no cost to you, upgrade critical hardware components to meet performance, security or compatibility requirements. Subject to clause 11.5, this clause states your sole remedy for breach of warranty.

7.6 Exclusions. The warranties do not cover defects or damage caused by: (a) use other than for the Permitted Purpose, under abnormal conditions, or not in accordance with the User Manual; (b) opening, modification or repair of the System by anyone other than FLAIM or its authorised agent, or removed, altered or illegible serial numbers, date codes or warranty seals; (c) use with accessories or components not supplied or approved by FLAIM; (d) accident, rough handling, outdoor use, exposure to liquids, dampness, corrosion, extreme or rapidly changing thermal or environmental conditions, electrical surges, or Force Majeure Events; (e) cracks, scratches or other physical damage to headset surfaces, screens or lenses; (f) improperly installed or tampered batteries; (g) operation by people impaired by alcohol or other substances, or not trained in the safe-use guidelines in the User Manual; or (h) failure to follow the maintenance practices in the User Manual and Warranty Policy. Consumables such as straps, face masks, cloths and protective coatings are not covered unless they fail because of a malfunction. Batteries and power banks are covered for defects, but their capacity is expected to decline with use. The warranties are suspended while undisputed fees are overdue.

7.7 Fair wear and tear. Natural wear from regular use that does not affect core functionality, such as minor surface scuffs, expected battery degradation and slight lens wear from cleaning, does not affect warranty cover. Wear beyond allowable limits, as assessed by FLAIM's certified technicians, may be repaired at your cost.

7.8 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, FLAIM DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SYSTEM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION.

7.9 Warranty Policy. The FLAIM Hardware Limited Warranty Policy (**Warranty Policy**), available at flaimsystems.com or on request, sets out the full hardware warranty terms, claims process, exclusions and fair wear and tear guidelines, and forms part of the Agreement. If the Warranty Policy is inconsistent with these Terms, these Terms prevail.

8. Fees, payment and tax

8.1 Invoicing and payment. We will invoice the Fees as stated in the Order. Unless the Order states otherwise, invoices are payable within 30 days of the invoice date, in the currency stated in the Order, in cleared funds to our nominated account. You bear your own bank and transfer charges.

8.2 Disputed invoices. You must notify us of any good-faith dispute within 10 Business Days of receiving an invoice and pay the undisputed portion by the due date.

8.3 Late payment. We may charge interest on overdue amounts at 1% per month, or the maximum rate permitted by applicable Law, if lower, or at any higher statutory rate that applies to you (including under the EU Late Payment Directive or the US Prompt Payment Act). If any amount is more than 30 days overdue, we may suspend Services, software updates and Scenario Library access on 10 Business Days' written notice.

8.4 Taxes. Fees exclude GST, VAT, sales and use tax, duties and similar taxes, which you must pay in addition, except taxes on our net income. Where GST or VAT applies, we will issue a valid tax invoice.

8.5 Withholding. You must pay all amounts without set-off, deduction or withholding unless required by Law. If withholding is required, you must increase the payment so we receive the amount we would have received without it and provide official receipts. If we later obtain a tax credit for the amount withheld, we will refund that credit to you.

9. Intellectual property and IP indemnity

9.1 Ownership. We and our licensors own all IP Rights in the System, Proprietary Software, Scenario Library, User Manual and Service Materials, and in all improvements and new IP Rights we create in performing the Agreement, including any developed with your input or feedback. The software is licensed, not sold, even where the Agreement uses words such as "purchase" or "sale".

9.2 Feedback and usage data. You grant us a perpetual, royalty-free right to use any feedback you give us and to collect and use System performance and usage data, in de-identified or aggregated form, to support, secure and improve our products.

9.3 Your materials. You keep ownership of materials you supply to us. You grant us a licence to use them to perform the Agreement.

9.4 FLAIM Branding. You must not use FLAIM Branding except as we permit in writing, or register any trademark, business name or domain name that includes or is confusingly similar to it.

9.5 Injunctive relief. You agree that a breach of clause 6.4 or this clause 9 may cause us irreparable harm, and we may seek urgent injunctive relief in any court of competent jurisdiction.

9.6 IP indemnity. We will defend you against any third-party claim that your use of the Proprietary Software or System in accordance with the Agreement infringes that third party's IP Rights and will pay damages and costs finally awarded or agreed by us in settlement. This applies only if you notify us promptly in writing, give us sole control of the defence and settlement, provide reasonable assistance at our cost, and make no admission.

9.7 Remedies and exclusions. If a claim is made or likely, we may modify or replace the affected item so it is non-infringing, obtain a licence for your continued use, or take back the item and refund the fees paid for it, less reasonable depreciation for hardware and pro rata for the unused Licence Term. Clause 9.6 does not apply to claims arising from Third Party Software, your materials, modifications not made by us, combination with items we did not supply, or use outside the Permitted Purpose. Clauses 9.6 and 9.7 state our entire liability for IP infringement.

10. Confidentiality and data protection

10.1 Confidentiality. Each Party must keep the other Party's Confidential Information confidential and use it only to perform the Agreement. It may disclose it only to its personnel, advisers, subcontractors and related entities who need to know it and are bound by equivalent obligations, or where required by Law, a court, a Government Agency or a stock exchange. This clause does not apply to information that is public through no breach, already lawfully held by the recipient, or independently developed. These obligations continue for 5 years after the Agreement ends, and indefinitely for trade secrets and source code.

10.2 Existing NDA. If the Parties have signed a confidentiality agreement, the stricter obligation applies.

10.3 Personal information. Each Party must comply with the privacy and data protection Laws that apply to it, including, where relevant, the Australian *Privacy Act 1988* (Cth), the EU and UK General Data Protection Regulation and applicable US state privacy laws. We handle personal information in accordance with our Privacy Policy. Where we process personal information on your behalf, such as trainee names and performance records, we will do so only on your documented instructions and will enter into a data processing agreement on request.

10.4 Security. We will apply reasonable technical and organisational measures to protect data we hold in connection with the System and will notify you without undue delay of any security breach affecting your data.

11. Limitation of liability and insurance

11.1 Nature of the System. FLAIM is not a registered training organisation or accredited trainer. The System simulates emergency situations in a controlled environment and is designed to complement, not replace, live and real-world training. We do not represent that use of the System, or any scenario, will make any person competent to perform firefighting, emergency response, damage control or other hazardous tasks, and you remain responsible for your training program, assessment of competency and operational decisions.

11.2 Indirect and consequential loss. To the fullest extent permitted by Law, neither Party is liable to the other, whether in contract, tort (including negligence), under statute or otherwise, for any loss of profit, revenue, production, data or goodwill, business interruption, or any indirect, incidental, special, punitive or consequential loss, arising out of or in connection with the Agreement.

11.3 Liability cap. To the fullest extent permitted by Law, each Party's total aggregate liability arising out of or in connection with an Order, whether in contract, tort (including negligence), under statute or otherwise, is limited to the greater of (a) the Fees paid and payable under that Order in the 12 months before the event giving rise to the liability, and (b) AUD 50,000.

11.4 Exceptions. Clauses 11.2 and 11.3 do not limit: (a) your obligation to pay the Fees; (b) liability for breach of clause 6.4, clause 9 (other than 9.6) or clause 12 by you; (c) liability for fraud, wilful misconduct or gross negligence; (d) liability for death or personal injury caused by a Party's negligence; or (e) any other liability that cannot be limited or excluded by Law.

11.5 Non-excludable rights. Nothing in the Agreement excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law. Where we are permitted to limit our liability for breach of a non-excludable guarantee, our liability is limited, at our option, to repairing or replacing the Goods or paying the cost of doing so or supplying the Services again or paying the cost of doing so.

11.6 Contribution and mitigation. Each Party's liability is reduced to the extent the other Party caused or contributed to the loss. Each Party must take reasonable steps to mitigate its loss.

11.7 Insurance. During the Agreement, you must maintain public liability insurance with a reputable insurer at a level reasonable for your use of the System. We maintain public and product liability insurance of AUD 20 million and professional indemnity insurance of AUD 10 million and will provide certificates of currency on request.

12. Trade compliance and anti-corruption

12.1 Classification. The Goods and Proprietary Software are for use in general commercial, industrial, public-safety and humanitarian training systems. Based on FLAIM's technical assessment: (a) they are not specially designed or modified for military use and are not listed on the Australian Defence and Strategic Goods List; (b) where the US Export Administration Regulations apply, they are classified as EAR99 or as mass-market under ECCN 5A992/5D992 for any encryption functionality; and (c) for customs purposes, they are classified as Complete Educational Demonstrators under HS heading 9023.00, being integrated Immersive Learning Technologies training systems designed and constructed exclusively for demonstrational or educational purposes. We will provide classification details for an Order on request. These classifications are FLAIM's assessment only. The relevant customs and export authorities make the final determination, and the Customer as importer of record remains responsible for its own customs declarations.

12.2 End use. The Customer warrants that the Goods and Proprietary Software will be used only for lawful training within the Permitted Purpose, including educational, industrial safety, public-safety and humanitarian training and the safety training of government, defence and military personnel in firefighting, damage control, HAZMAT, CBRN defence and EOD. They must not be used in connection with the development, production, handling, stockpiling or use of chemical, biological or nuclear weapons or their delivery systems, or in breach of any applicable arms embargo. The Customer must provide end-user and end-use certificates and other information we reasonably request. We may delay or decline supply, without liability, until any required licence or permit is granted, or if supply would breach applicable Law.

12.3 Export, re-export and sanctions. The Customer must comply with all applicable Australian and international export control and sanctions Laws, including the *Customs Act 1901* (Cth), the *Defence Trade Controls Act 2012* (Cth), sanctions administered by the Department of Foreign Affairs and Trade, and, where applicable, US (including OFAC), EU and UK export control and sanctions Laws. Each Party represents that it is not, and is not owned or controlled by, a person subject to those sanctions. The Customer must not export, re-export, transfer or grant remote access to the Goods or Proprietary Software to any sanctioned country, territory, entity or restricted party, or for any prohibited end use, without first obtaining all required government authorisations.

12.4 Anti-corruption. Each Party must comply with applicable anti-bribery Laws, including the Australian *Criminal Code Act 1995* (Cth), the US *Foreign Corrupt Practices Act* and the UK *Bribery Act 2010*, and must not offer, give or accept any bribe, facilitation payment or improper advantage in connection with the Agreement.

12.5 Modern slavery. Each Party must take reasonable steps to ensure that modern slavery is not present in its operations and supply chains connected with the Agreement.

12.6 Consequences. Either Party may terminate an Order immediately by written notice if the other Party breaches this clause 12, or if continued supply would breach applicable Law.

13. Government and defence customers

13.1 Mandatory Law. Where you are a Government Agency or defence organisation, any provision of the Agreement that conflicts with a Law that binds you and cannot be varied by contract applies only to the extent permitted by that Law. The rest of the Agreement continues to apply.

13.2 US Government. The Proprietary Software and documentation are "commercial products", "commercial computer software" and "commercial computer software documentation" as defined in FAR 2.101. Under FAR 12.212 and DFARS 227.7202, US Government users acquire only the rights set out in the Agreement. No other data or software rights are granted.

13.3 Flow-down clauses. We are not bound by any government procurement clause, prime contract flow-down or security requirement unless it is set out in or attached to the Order and expressly accepted by us in writing.

13.4 Classified information. Unless agreed in the Order, we will not receive, store or process classified or security-controlled information, and the System is not accredited for use on classified networks.

14. Term and termination

14.1 Term. Each Order starts when it is formed under clause 2.3 and continues until all Goods are delivered, all Services are performed, all Fees are paid and any Licence Term has ended, unless terminated earlier.

14.2 Termination for cause. Either Party may terminate an Order immediately by written notice if the other Party: (a) commits a material breach that cannot be remedied; (b) fails to remedy a material breach within 20 Business Days after receiving written notice of it; or (c) suffers an Insolvency Event, to the extent termination on that ground is permitted by Law.

14.3 Prolonged Force Majeure. Either Party may terminate an affected Order by written notice if a Force Majeure Event prevents performance for more than 90 consecutive days.

14.4 Consequences. On termination: (a) accrued rights and remedies are not affected; (b) you must pay for all Goods delivered and Services performed up to termination; (c) all licences granted under the affected Order end, unless termination is due to our breach, in which case we will refund prepaid fees for the unused Licence Term; (d) each Party must return or destroy the other Party's Confidential Information on request; and (e) we may recover any Goods to which we retain title.

14.5 Survival. Clauses 6.4, 7.8, 8, 9, 10, 11, 12, 14.4, 14.5, 15, 16, 17 and 18, and any other clause that by its nature should survive, survive termination or expiry.

15. Disputes, governing law and jurisdiction

15.1 Negotiation. A Party claiming a dispute must give the other a written notice with reasonable details. Senior executives of each Party must meet, in person or by video conference, within 10 Business Days and try in good faith to resolve it. Those discussions are confidential and without prejudice.

15.2 Mediation. If the dispute is not resolved within 20 Business Days of the notice, either Party may refer it to mediation administered by the Australian Disputes Centre, conducted by video conference unless the Parties agree otherwise.

15.3 Final resolution: overseas customers. If the Customer's principal place of business is outside Australia and the dispute is not resolved within 30 Business Days of referral to mediation, it will be finally resolved by arbitration administered by the Australian Centre for International Commercial Arbitration under the ACICA Arbitration Rules. The seat is Melbourne, Australia, the language is English, and there will be one arbitrator for claims under USD 1 million and three otherwise.

15.4 Final resolution: Australian customers. If the Customer's principal place of business is in Australia, either Party may commence proceedings in the courts of Victoria after the mediation period in clause 15.2 has passed, and each Party submits to their non-exclusive jurisdiction.

15.5 Urgent relief. Nothing in this clause stops a Party from seeking urgent injunctive or declaratory relief from any court of competent jurisdiction.

15.6 Governing law. The Agreement is governed by the laws of Victoria, Australia, unless the Order specifies otherwise. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) does not apply.

16. General

16.1 Force Majeure. A Party is not liable for failure or delay in performing an obligation, other than an obligation to pay money, caused by a Force Majeure Event, provided it promptly notifies the other Party and uses reasonable efforts to minimise the effect.

16.2 Assignment. Neither Party may assign or novate the Agreement without the other's prior written consent, not to be unreasonably withheld. We may assign or novate the Agreement without consent to a related entity or to a successor in a merger, acquisition or sale of all or substantially all of our business or assets, provided the successor can perform the Agreement.

16.3 Notices. Notices must be in writing and sent by email or courier to the addresses in the Order, or as later notified. An email notice is received when sent, unless the sender receives an automated message that it was not delivered.

16.4 Severability. If any provision is invalid or unenforceable in any jurisdiction, it is read down or severed in that jurisdiction only, and the rest of the Agreement continues in effect.

16.5 Entire agreement. The Agreement is the entire agreement between the Parties about its subject matter and supersedes all prior agreements, representations and understandings. Neither Party has relied on any representation not set out in the Agreement. This does not limit liability for fraud.

16.6 Waiver. A waiver is effective only if written and signed by the Party giving it.

16.7 Relationship. The Parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency or employment relationship.

16.8 Third parties. No person other than the Parties has any right to enforce the Agreement, including under the UK *Contracts (Rights of Third Parties) Act 1999*.

16.9 Language and execution. The Agreement is in English. Any translation is for convenience only and the English version prevails. The Agreement may be signed electronically and in counterparts.

16.10 Costs. Each Party bears its own costs of negotiating and entering into the Agreement.

17. Changes to these Terms

17.1 Updates. We may update these Terms from time to time. The version current on the date an Order is formed applies to that Order. An Agreement may otherwise be varied only in writing signed by both Parties.

17.2 Copies. You may obtain a free copy of the current Terms of Sale from our website or by contacting us.

17.3 Effective date. These Terms were last updated in November 2026 and replace the version issued on 2 March 2024.

18. Definitions and interpretation

18.1 Definitions. In these Terms:

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne, Australia or the place of the Customer's principal place of business.

Confidential Information means information disclosed by a Party that is marked or identified as confidential, or that the recipient knows or ought reasonably to know is confidential.

Environment means the premises, power, networks, equipment and other facilities in which or with which you use the System.

Fees means the fees for the Goods and Services stated in the Order and any other amounts payable under the Agreement.

FLAIM Branding means the trademarks, logos, names and other identifiers used by FLAIM, whether registered or not.

FLAIM Capture means FLAIM's learning analytics platform that stores trainee performance records and analytics.

Force Majeure Event means an event beyond a Party's reasonable control, including natural disaster, fire, flood, epidemic, war, terrorism, civil unrest, industrial action (other than of that Party's own workforce), government action, sanctions or export restrictions, and failure of public utilities or transport.

Goods means the hardware, accessories, spare parts and software supplied by us as part of a System.

Government Agency means any government or governmental, semi-governmental, administrative, defence, fiscal or judicial body, department, authority or agency.

Insolvency Event means a Party becoming insolvent or unable to pay its debts as they fall due, entering into an arrangement with creditors, or having a receiver, administrator, liquidator, trustee in bankruptcy or similar officer appointed over all or a substantial part of its assets, or any equivalent event in any jurisdiction.

IP Rights means all present and future intellectual property rights anywhere in the world, including copyright, patents, trademarks, designs, trade secrets, know-how and confidential information, whether registered or not, and the right to apply for registration.

Law means any law, regulation or mandatory instrument of any jurisdiction that applies to a Party or the Agreement.

Licence Term has the meaning in clause 4.2.

Order means a contract formed under clause 2.3 and includes the Order Confirmation or accepted Quote.

Order Confirmation means a documented notification or order acceptance issued by FLAIM confirming the Goods, Services and commercial terms of your order.

Party means FLAIM or the Customer.

Permitted Purpose means training, assessment, education and engagement activities in firefighting, emergency response, HAZMAT, CBRN, explosive ordnance disposal, damage control, industrial and workplace safety, and any other purpose stated in the Order or approved by us in writing.

Proprietary Software means software in which FLAIM owns the IP Rights and that forms part of the System.

Quote means a quotation issued by FLAIM.

Scenario Library means FLAIM's library of simulation scenarios for use on a System.

Service Materials means documents, deliverables and other materials created by or for FLAIM in providing the Services.

Services means the services described in the Order, including installation, Training Services, support, maintenance and Scenario Library access.

System means a FLAIM XR Immersive Learning Technologies training system comprising Goods and Proprietary Software, as described in the Order and User Manual.

Third Party Software means software owned by a third party and included in the System.

Training Services means training described as such in the Order.

User Manual means the user manual, specifications and guidelines for the System supplied by FLAIM, as updated from time to time.

Warranty Policy has the meaning in clause 7.9.

18.2 Interpretation. Headings are for convenience only. "Including" and similar words do not limit what else may be included. A reference to a Law includes it as amended or replaced. Currency is as stated in the Order.