



# FORCES GROUP AUSTRALIA

## TERMS AND CONDITIONS OF SUPPLY

SALTWATER COUNTRY SERVICES PTY LTD  
ABN 61 659 725 201

VERSION 1.0

EFFECTIVE DATE. 10/02/2026



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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In these Terms and Conditions, unless the context requires otherwise.

Company means Saltwater Country Services Pty Ltd trading as Forces Group Australia.

Client means the person or entity purchasing Goods or Services from the Company.

Goods means all products supplied by the Company, including deployable infrastructure, systems, equipment, and associated components.

Services means all services provided by the Company, including integration, supply, installation, project delivery, support, and related activities.

Contract means the agreement formed between the Company and the Client, incorporating these Terms and Conditions, any proposal, quotation, statement of work, or written agreement.

IPP means the Commonwealth Indigenous Procurement Policy.

### 1.2 Interpretation

Headings are for convenience only and do not affect interpretation.

A reference to legislation includes amendments and replacements.

The singular includes the plural and vice versa.



## 2. APPLICATION OF TERMS

**2.1** These Terms and Conditions apply to all Goods and Services supplied by the Company unless expressly varied in writing.

**2.2** Any terms proposed by the Client are excluded unless expressly accepted in writing by the Company.

**2.3** In the event of inconsistency, the following order of precedence applies.

- a. Executed written agreement
- b. Approved proposal, quotation, or statement of work
- c. These Terms and Conditions



## 3. QUOTATIONS AND PRICING

**3.1** All quotations are valid for 30 days unless stated otherwise in writing.

**3.2** Prices are exclusive of GST unless expressly stated.

**3.3** Prices are subject to adjustment where scope changes occur, Client delays arise, or material, labour, or freight costs increase beyond the Company's reasonable control.



## 4. ORDERS AND ACCEPTANCE

**4.1** An order is accepted only when confirmed in writing by the Company.

**4.2** The Company retains discretion to refuse any order prior to written acceptance.

**5. PAYMENT TERMS**

**5.1** Unless otherwise agreed in writing, the following payment structure applies.

a. A non-refundable deposit of 50 percent of the Contract value is required prior to commencement.

b. The remaining balance is payable upon completion and prior to release, dispatch, or collection of the Goods.

**5.2** The Company is not required to commence procurement, manufacture, integration, or mobilisation until the deposit is received.

**5.3** Invoices are payable within 14 days unless otherwise stated.

**5.4** The Company may suspend work, delivery, or support where payment is overdue without liability.

**5.5** Payment does not constitute acceptance of non-conforming Goods or Services unless expressly agreed in writing.

**5A. GOVERNMENT PAYMENT CONDITIONS**

**5A.1** Government and Defence Clients may be subject to internal payment approval processes.

**5A.2** Where required, the Company may agree in writing to staged or post-delivery payment arrangements.

**5A.3** Nothing in this clause removes the Client's obligation to pay amounts due under the Contract.

**6. DELIVERY AND INSTALLATION**

- 6.1** Delivery dates are estimates only and are not guaranteed.
- 6.2** The Company is not liable for delays arising from events beyond its reasonable control.
- 6.3** The Client is responsible for ensuring site access, approvals, and readiness.
- 6.4** Risk passes to the Client upon delivery to site.

**6A. ACCEPTANCE AND COMPLETION**

- 6A.1** Goods and Services are deemed accepted at the earliest of the following.
- Physical delivery to site
  - Commissioning or operational use
  - Written confirmation of acceptance
  - Ten business days after delivery where no written defects are notified
- 6A.2** Minor defects not materially affecting operational capability do not justify withholding payment.
- 6A.3** Defects must be notified in writing within the acceptance period.

**7. TITLE AND SECURITY INTEREST**

**7.1** Title to Goods remains with the Company until payment is received in full.

**7.2** The Client grants the Company a security interest in the Goods until payment is complete.

**8. WARRANTIES**

**8.1** The Company warrants Goods and Services will be supplied with due care and skill.

**8.2** Manufacturer warranties apply where relevant and are passed through to the Client.

**8.3** All other warranties are excluded to the extent permitted by law.

**9. LIMITATION OF LIABILITY**

**9.1** To the maximum extent permitted by law, the Company is not liable for indirect loss, consequential loss, loss of profit, loss of revenue, loss of opportunity, or operational downtime.

**9.2** The Company's total liability is limited to the Contract value.

**10. INTELLECTUAL PROPERTY**

**10.1** All intellectual property remains the property of the Company unless expressly agreed in writing.

**10.2** The Client must not reproduce, modify, or disclose Company intellectual property without written consent.



## 11. CONFIDENTIALITY

**11.1** Each party must protect confidential information and restrict disclosure.

**11.2** This obligation survives termination of the Contract.



## 12. COMPLIANCE AND GOVERNANCE

**12.1** The Company operates in accordance with applicable Australian laws, procurement rules, and governance requirements.

**12.2** Compliance documentation is available on request.



## 13. INDIGENOUS PROCUREMENT POLICY

**13.1** The Company is a 100 percent Indigenous-owned and Indigenous-controlled Australian business.

**13.2** Engagement may support IPP procurement pathways, including direct procurement where permitted.

**13.3** The Client remains responsible for confirming procurement eligibility and approvals.

**14. TERMINATION**

**14.1** Either party may terminate for material breach not remedied within 14 days of written notice.

**14.2** Upon termination, all outstanding amounts become immediately payable.

**15. FORCE MAJEURE**

**15.1** The Company is not liable for failure or delay caused by events beyond reasonable control, including natural disasters, supply chain disruption, or government action.

**16. GOVERNING LAW**

**16.1** These Terms are governed by the laws of Queensland, Australia, unless a Contract expressly requires Commonwealth law or another Australian jurisdiction.

**16.2** The parties submit to the applicable courts of the governing jurisdiction.

**17. SITE CONDITIONS AND CLIENT RESPONSIBILITIES**

**17.1** The Client is responsible for safe site access, approvals, and readiness.

**17.2** The Company is not liable for delays or costs arising from site conditions beyond its control.

**18. GENERAL**

**18.1** No waiver is effective unless in writing.

**18.2** Invalid provisions are severed without affecting remaining clauses.

**18.3** These Terms constitute the entire agreement unless otherwise stated in writing.



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