

5G Networks Credit Terms and Conditions

5G Networks Limited (ASX:5GN) and companies in the 5GN Group supply a range of Goods and Services to Customers and will in appropriate circumstances supply on credit. If Credit is granted the Credit Terms and Conditions apply.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document, unless the contrary intention appears:

- 1.1.1 **5G** and **We** or **Us** means 5G Networks Operations Pty Ltd ABN 80 620 305 393 and where relevant another entity in the 5GN Group.
- 1.1.2 **Application** means an application for Credit.
- 1.1.3 **Customer** means the Customer specified in an Application and Customer Group means the Customer and all Associated Entities of the Customer.
- 1.1.4 **Credit** means the supply of Goods and/or Services on credit terms.
- 1.1.5 **Credit Terms and Conditions** and **5G Credit Terms and Conditions** means these terms and conditions.
- 1.1.6 **Credit Trading Account** means an account maintained by 5G which specifies amounts owing by a Customer to 5G.
- 1.1.7 **General Terms and Conditions** means 5G's General Terms and Conditions which are available at www.5gnetworks.com.au under "Policies & Terms."
- 1.1.8 **Personnel** means in relation to a person or entity, the person or entity's officers, employees, contractors and agents.

1.2 Other Definitions and Interpretation

In this document, unless the contrary intention appears, expressions defined in the General Terms and Conditions have the same meaning. This document is to be interpreted in the same way as required under the General Terms and Conditions.

2 WARRANTIES

The person signing an Application on behalf of the Customer represents and warrants to 5G that they have the authority to do so. The Customer represents and warrants to 5G that all information provided in each Application is correct and accurate in all material respects.

3 APPLICATION FOR CREDIT AND CREDIT ACCOUNT

3.1 Grant of Credit

5G may in its absolute discretion agree to supply Goods and/or Services on credit terms. 5G may at any time without liability withdraw the provision of credit to a Customer.

3.2 Credit Account

If 5G grants Credit to a Customer, 5G will establish and maintain a Credit Trading Account for the Customer. 5G's determination of the amount owing by the Customer is conclusive in the absence of manifest error.

3.3 Credit information

By completing this Application the Customer authorises 5G to disclose information about the Customer and the Credit Trading Account to credit reporting agencies and to use the information in order to assess the Application for credit.

4 PAYMENT TERMS AND OWNERSHIP OF GOODS

4.1 Invoices and payment

5G will from time to time issue invoices to the Customer in respect of the Fees and Expenses. Unless specified otherwise in the Supply Agreement, the Customer must pay each invoice within 14 days of its date.

4.2 Records and logging

There is a presumption that records held and logging procedures adopted by 5G or any third party provider with which 5G is interconnected are correct and that the Fees and Expenses have been incurred and are payable by the Customer in the absence of manifest error.

4.3 Interest on overdue amounts

The Customer must pay 5G interest on overdue amounts at the Default Rate.

4.4 Collection costs

5G may charge the Customer for any costs incurred by 5G in recovering money owed to it by the Customer (including collection agents' fees).

4.5 Ownership

Ownership of Goods supplied by 5G to a Customer will not pass to the Customer until the Customer pays the price of the Goods and any other amount payable to 5G in respect of the Goods.

Version 1.0 (25/01/2019)