

GENERAL TERMS & CONDITIONS

All dealings between the Customer, Guarantor and the Supplier are subject to these terms and conditions to the extent permitted by law.

1. **Definitions**
 - 1.1 "Agreement" includes any agreement contemplated by these terms and conditions.
 - 1.2 "the Supplier" means the entity supplying Goods or Services, its successors and assigns or any person acting on behalf of and with the authority of the Supplier.
 - 1.3 "Customer" means the customer (or any person acting on behalf of and with the authority of the Customer) named in any application or as described on any quotation, work authorisation or other form as provided by the Supplier to the Customer and all successors and assigns.
 - 1.4 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.
 - 1.5 "GST" has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - 1.6 "Goods" means any goods. Products, personal property and equipment supplied by the Supplier to the Customer (and where the context so permits includes any supply of Services).
 - 1.7 "Services" means all services supplied by the Supplier to the Customer and includes any advice or recommendations and any supply and installation of Goods.
 - 1.8 "Price" means the price payable for the Goods or Services as agreed between the Supplier and the Customer under these terms and conditions.
2. **The Commonwealth Competition and Consumer Act 2010 ("CCA"), Fair Trading Acts ("FTA") and legislation**
 - 2.1 The CCA and FTA provide consumers with guarantees and rights and nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA, the FTA or any relevant legislation in each of the States and Territories of Australia, except to the extent legally permitted by those Acts.
3. **Acceptance**
 - 3.1 Any instructions received by the Supplier from the Customer for the supply of Goods or Services, the Customer's acceptance of Goods or Services supplied by the Supplier and acceptance by electronic means or allowing the Supplier to supply the Goods or Services are acceptance of these terms and conditions and the Supplier and the Customer consent to communication and execution by electronic means.
 - 3.2 Where more than one Customer has entered this agreement, the Customers are jointly and severally bound by these terms and conditions and liable for all payments of the Price.
 - 3.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are binding and can only be amended by written agreement.
 - 3.4 The Customer acknowledges that for the commencement of the Services or delivery of Goods the Customer must supply a signed acceptance of the Supplier's written application, quote, work authorisation, invoice or purchase order or provide electronic acceptance.
4. **Price And Payment**
 - 4.1 The Price is as set out on the Suppliers website or indicated on quotes or invoices provided by the Supplier to the Customer regarding Goods supplied or Services rendered subject to the Supplier's quoted Price which is binding upon the Supplier provided that the Customer accepts the Supplier's quotation within thirty (30) days.
 - 4.2 A deposit is payable prior to delivery of Goods or commencement of Services if included in the invoice or quotation.
 - 4.3 Payment is due in accordance with the invoice or quotation which may include cash on delivery, progress payments and if not specified then 7 days after the date of the invoice by cash, bank cheque, electronic funds transfer or credit card (credit card surcharges will apply in accordance with the minimum prescribed amount permissible under the Competition and Consumer Amendment (Payment Surcharges) Act 2016, which may change from time to time) to the Supplier's nominated account and interest at 1.5% per month may be charged on overdue amounts until paid.
 - 4.4 GST, delivery costs, any taxes and duties that may be applicable must be added to the Price except when they are expressly included in the Price.
5. **Delivery Of Goods and Services**
 - 5.1 Delivery of the Goods and Services takes place when the Customer takes possession of the Goods or receives the Service.
 - 5.2 The costs of delivery are payable as included in the invoice or quotation and if not specified are in addition to the Price payable on delivery.
 - 5.3 The Customer must make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery and receive the Services when they are available. If the Customer cannot take delivery of the Goods or receive the Service as arranged then the Supplier may charge a reasonable fee for redelivery.
 - 5.4 The Supplier is not liable for any loss or damage whatever due to failure by the Supplier to deliver the Goods or supply the Services promptly or at all, where due to circumstances beyond the control of the Supplier.
 - 5.5 Goods or Services may include a component supplied by a third party or licenced software and so far as permitted by law these are supplied on those third parties terms and the Supplier is not liable for any loss or damage suffered because of any malfunction, act or omission of a third party.
6. **Risk**
 - 6.1 All risk for the Goods and Services passes to the Customer on delivery or supply by the Supplier.
 - 6.2 If any of the Goods or Services are damaged, corrupted or destroyed following delivery or supply but prior to ownership or risk passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods or Services.
 - 6.3 To the fullest extent permitted by law any claim by the Customer is limited to repair, replacement, resupply or refund.

6.4	The Customer and Guarantor must not breach any other person's legal rights nor reverse engineer any Goods or Services.		supply if the Customer believes the Goods or Services are defective in any way. For defective Goods or Services, which the Supplier has agreed in writing that the Customer is entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the Goods, resupplying or repairing the Goods or Services except where the Customer has acquired Goods or Services as a consumer within the meaning of the CCA or FTA, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods or Services, resupply or repair of the Goods or Services, or replacement of the Goods or Services.
7.	Title		
7.1	Ownership of the Goods or Services does not pass until the Customer has paid the Supplier the Price and all amounts owing for the particular Goods or Services, the Customer is a mere bailee of the Goods or Services, holds any proceeds from disposal on trust for the Supplier and the Supplier may enter the Customer's premises and take possession of the Goods or Services or discontinue supply.		
7.2	The Customer must not deal with, charge or give any interest in the Goods or Services or any end product until the Customer has paid the Supplier the Price and all amounts owing for the particular Goods or Services.	9.2	Except as expressly set out in these terms and conditions the Supplier makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods or Services or that they will be defect or error free, operate without interruption or will operate in hardware or software combinations. The Supplier's liability regarding these warranties is limited to the fullest extent permitted by law.
8.	Personal Property Securities Act 2009 ("PPSA")		
8.1	In this clause the terms financing statement, financing change statement, security agreement, and security interest have the meanings defined by the PPSA.	9.3	The Customer must obtain any necessary consents and approvals for the installation or use of the Goods or Services.
8.2	Upon assenting to these terms and conditions in writing the Customer agrees these terms and conditions constitute a security agreement for the purposes of the PPSA and create a security interest in all Goods or Services previously supplied and that will be supplied in the future by the Supplier to the Customer. For the avoidance of any doubt, the Customer agrees and acknowledges that the security interest created under this agreement is a Purchase Money Security Interest ("PMSI") as defined in the PPSA, in goods or services supplied and is a continuing and subsisting security interest attaching to all Goods or Services now or in the future supplied to the Customer by the Supplier.	10.	Warranty
8.3	The Customer must promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to register a financing statement or financing change statement or any other document in relation to a security interest on the Personal Property Securities Register and must not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or Services in favour of a third party without the prior written consent of the Supplier.	10.1	Subject to the conditions of warranty set out in this clause the Supplier warrants that if any defect in Goods manufactured by, Services or any workmanship of the Supplier becomes apparent and is reported to the Supplier within twelve (12) months of the date of delivery then the Supplier may replace, repair or remedy the workmanship or refund.
8.4	The Supplier and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.	10.2	The warranty shall cover no defect or damage caused by the Customer failing to properly maintain any Goods or Services, follow any instructions or guidelines or use other than for use supplied and fair wear and tear, accident or act of God. The warranty shall cease and the Supplier shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered, resupplied or overhauled without the Supplier's consent.
8.5	The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d), 132(4) and 135 of the PPSA.	10.3	For Goods not manufactured by the Supplier or Services not originating from or supplied by the Supplier, the warranty shall be the current warranty provided by the manufacturer, developer or creator of the Goods or Services. The Supplier is neither bound by nor responsible for any term, condition, representation or warranty other than that which is given by the manufacturer, developer or creator of the Goods or Services.
8.6	The Customer waives their rights as a grantor or a debtor under sections 142 and 143 of the PPSA.	11.	Default & Consequences of Default
8.7	Unless otherwise agreed to in writing by the Supplier, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.	11.1	Interest on overdue invoices or outstanding amounts payable to the Supplier shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of 1.5% per calendar month and such interest shall compound monthly at such a rate before and after any judgment.
8.8	Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.	11.2	If the Customer defaults in payment of any invoice or amounts payable to the Supplier when due, the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in pursuing the debt including legal costs on a solicitor and own client basis and the Supplier's collection agency costs and such costs and disbursements are a liquidated debt.
9.	Defects and Consents	11.3	Without prejudice to any other remedies the Supplier may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Supplier may make any claim, sue for damages, loss of profits, terminate or the Supplier may suspend or terminate the supply of Goods and Services to the Customer and any of its other obligations under the terms and conditions. The
9.1	The Customer must inspect the Goods on delivery and the Services on supply and shall within two (2) days of delivery or supply notify the Supplier of any alleged defect, or failure to comply with the quotation. The Customer shall afford the Supplier an opportunity to inspect the Goods or Services within a reasonable time following delivery or		

- Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier has exercised its rights under this clause.
- 11.4 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
- 11.4.1 any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Customer will be unable to meet its payments as they fall due; or
- 11.4.2 the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- 11.4.3 a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
12. **Security And Charge**
- 12.1 In these terms and conditions or any other rights which the Supplier may have:
- 12.1.1 where the Customer or the Guarantor (if any) is the owner of land, realty or any other assets capable of being charged, both the Customer and the Guarantor hereby mortgage and charge all of their joint and/or several interest in the said land, realty or any other asset to the Supplier or the Supplier's nominee to secure all amounts and other monetary obligations payable to the Supplier. The Customer or the Guarantor acknowledge and agree that the Supplier (or the Supplier's nominee) shall be entitled to lodge where appropriate a mortgage or caveat, which caveat shall be withdrawn and mortgage released once all payments and other monetary obligations payable have been met.
- 12.1.2 should the Supplier elect to proceed in any manner under this clause, the Customer and Guarantor indemnify the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis.
- 12.1.3 the Customer and the Guarantor (if any) irrevocably nominate constitute and appoint the Supplier or the Supplier's nominee as the Customer's and Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of these terms and conditions and this clause.
13. **Privacy Act 1988**
- 13.1 The Customer agrees and consents to the Supplier obtaining from a credit reporting agency a credit report containing credit information about the Customer and exchanging information about the Customer with a credit reporting agency and credit provider named as trade referees for purposes of assessing credit applications credit worthiness, notification of defaults and to collect overdue payment.
- 13.2 The Customer consents to personal credit information, commercial and consumer information being collected, used, disclosed and retained including relating to identity, solvency or credit history for the supply of Goods and Services, marketing and operation of any credit account
- and the Supplier may refuse to grant or may withdraw credit based on this information.
- 13.3 The Supplier will comply with its legal obligations regarding the Privacy Act 1988.
14. **Intellectual Property and Confidentiality**
- 14.1 All intellectual property of the Supplier remains the property of the Supplier and any intellectual property in the design, creation or delivery of the Goods or Services remains the property of the Supplier.
- 14.2 If any intellectual property is made available to the Customer or Guarantor this is only a personal, non-exclusive, non-transferable limited licence to use only for the purposes of the use of the Goods or Services under these terms and conditions and any conditions notified by the Supplier.
- 14.3 The Customer and Guarantor must keep confidential and secure any confidential information and intellectual property.
15. **Links**
- The Goods or Services terms and conditions, communications, website, application or social media of the Supplier may contain links provided as a convenience to the Customer or Guarantor, the existence of a link does not imply any endorsement or association, or warranty, guarantee or representation concerning viruses, malware, corruption errors or defects the Customer or Guarantor accesses any links at their own risk and the Supplier is not responsible or liable for any use, material or privacy obligations of the links.
16. **General**
- 16.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions are not affected, prejudiced or impaired.
- 16.2 These terms and conditions and any contract to which they apply are governed by the laws of Queensland and the Commonwealth of Australia and are subject to the jurisdiction of the courts of Queensland and the Supplier, Customer and Guarantor submit to the non-exclusive jurisdiction of those courts.
- 16.3 The Supplier is not liable to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Supplier of these terms and conditions.
- 16.4 In the event of any breach of these terms and conditions or any agreement by the Supplier the remedies of the Customer are limited to damages which under no circumstances shall exceed the Price of the Goods or Services.
- 16.5 The Customer cannot set off against or deduct from amounts payable or the Price any sums owed or claimed to be owed to the Customer by the Supplier.
- 16.6 The Supplier may assign, license or sub-contract all or any part of its rights and obligations without the Customer's or Guarantor's consent.
- 16.7 Neither party is liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 16.8 The failure by the Supplier to enforce any provision of these terms and conditions is not treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.

16.9 The electronic acceptance, accepted quotation, application, work authorisation, invoice or purchase order and these terms and conditions constitute the entire agreement between the parties and all previous negotiations, understandings or representations are merged in this Agreement and of no effect.

17. **Guarantee & Indemnity**

17.1 The Supplier may require another individual or legal entity as Guarantor to guarantee the Customer's obligations, rights and debts under this Agreement on terms required by the Supplier.

17.2 Each party signing or electronically giving any Guarantee and Indemnity attached or under this Agreement:

17.2.1 Confirms its request to the Supplier to grant this Agreement;

17.2.2 Agrees to be bound as a party to the Agreement; and

17.2.3 Accepts and undertakes to all obligations of the Customer in the Agreement.

17.3 If there are two or more Guarantors, each Guarantor is liable for the obligations individually and together with each other Guarantor.