

Standard Terms and Conditions of Trade

*In this plain English document: **We** are Sentrix Pty Limited, **You** are the Purchaser. Any Agreement that we make will bind our respective successors and assigns. The singular includes the plural and vice-versa.*

1.0 AGREEMENT

- 1.1 Any Agreement that we make is formed by your order, which is your offer to purchase goods and/or services, and our acceptance of that offer, which may be in the form of a written confirmation, a written or verbal acceptance of the order for delivery of goods or provision of services, or acceptance of payment.
- 1.2 You may withdraw your offer at any time before we accept it.
Any Agreement that we make will include the terms and conditions contained in this document whether or not they are referred to in the offer or acceptance or any estimate on which the offer is based.

2.0 QUOTES AND PROPOSALS

- 2.1 Pricing in estimates is for the purchase of all goods and all services included in the estimate and pricing may be reviewed if you wish to order part only of the goods and services contained in the estimate.
- 2.2 In giving an estimate we are giving you information and inviting you to trade with us but your order and not our estimate is the offer upon which our Agreement is based.
- 2.3 If you place an order based on an estimate the terms of the estimate are incorporated in your offer and will become part of our Agreement if the offer is accepted.
- 2.4 Prices in our estimates are unlikely to change for 14 days after the estimate is issued but you should not assume they have not changed after that period. Please check when ordering.
- 2.5 When you order from our price list or a manufacturer's price list, prices are valid as at the date shown on the price list and may change after that date.
- 2.6 Where any scheduled delivery date is more than 30 days after the date of Agreement we reserve the right to alter our price to you to take into account any change in international monetary exchange rates after the Agreement date.
- 2.7 We reserve the right to change our invoice price to take into account any change in Value Added Tax or Goods and Services Tax that occur after the date of Agreement.
- 2.8 Unless otherwise stated estimates and price lists do not include charges for handling, delivery and installation. You agree to pay our reasonable charges for handling, delivery and installation

3.0 DELIVERY

- 3.1 We shall do our best to deliver goods and services in accordance with any delivery schedule which we have agreed with you but we are not liable for any delay in delivery or installation or failure to deliver or install, no matter what the cause.
- 3.2 All goods are at your risk from the time of delivery.
- 3.3 All goods delivered to you remain our property until we receive payment in full of the purchase price and all other amounts that are due to us under the Agreement including amounts that may be owing but not yet due for payment under any credit arrangement we have granted you. If you do not pay in accordance with the terms of our Agreement, or alternatively if you breach any term of this Agreement, you agree that your right to use the goods is immediately withdrawn and that we may enter your premises to repossess any or all of the goods until payment is made in full of all monies owing.
- 3.4 On delivery to you of any software under licence you agree to accept that software under the terms of the software licensor's licence agreement and to complete promptly all documentation including any licence agreement which the licensor requires.
Delivery and installation of spare parts is subject to availability.

4.0 TERMS OF PAYMENT

- 4.1 Unless we have provided for different terms of payment in our Agreement, you agree to pay for our goods and services as follows:
- (a) If we have agreed to give you credit and your Agreement does not exceed any limit we have placed on your credit you must pay our invoices in full within 7 days of the date of each invoice. If you do exceed the credit limit the excess must be paid as COD.
 - (b) If we have not agreed to give you credit you must pay for all goods and services on or before delivery with cash or an unendorsed bank cheque unless we have agreed to accept your cheque.
 - (c) Where you do not have a credit agreement with us and your order for goods or services is more than \$10,000 you must submit a deposit of 90% of the value of the order on acceptance before we will order the goods from the manufacturer. Scheduled delivery dates may not be met unless the deposit is paid within 7 days of acceptance.
- 4.2 You are not entitled to credit if you have not completed a current credit application form that we have approved. If you do not pay in accordance with our terms we may withdraw your credit facilities without notice.
- 4.3 You will pay interest on any amount which is not paid to us when it is due at the rate of 2% per month calculated on a daily basis from the due date for payment until payment.
- 4.4 If we have agreed to install goods for you but have not completed the installation to your reasonable satisfaction you may not delay payment for the goods. Where there is no separate price shown for installation on our invoice you must pay not less than 90% of our invoiced price. You must also advise us in writing within 7 days if installation has not been carried out to your reasonable satisfaction providing us with details of your complaints. If you do not pay in accordance with this provision we are entitled to decline to complete the installation or assist you with technical matters.
- (a) Upon a breach of this Agreement, all monies owing under any credit arrangement between ourselves and yourselves will immediately become due and payable even though the credit period may not have expired.
 - (b) We may recover the price of the goods by action, and may apply to wind up or bankrupt you, if the goods are not paid for within our usual credit terms, notwithstanding that title to the goods have not passed to you.

References to payment in the Agreement include debiting of charges under pre-paid agreements i.e. where you pay money in advance for our agreement to provide you with services and/or goods.

5.0 CANCELLATIONS AND POSTPONEMENTS

- 5.1 You may not cancel or postpone any Agreement or part of any Agreement for goods and/or services after we have delivered the goods and/or services.
- 5.2 If you cancel an Agreement or any part of an Agreement, you agree to forfeit to us any deposit that you have paid.
- 5.3 If you cancel or postpone any Agreement for goods or services, or any part of any such Agreement, you agree to pay to us as a pre-estimate of our loss on cancellation or postponement the following percentages of the Agreement price or, where only part of the Agreement is cancelled or postponed, that part of the price which relates to the cancelled part of the Agreement or, where separate pricing is not shown in the Agreement, the amount which we advise you is reasonably attributable to the cancelled or postponed part of the Agreement:
- (a) Notice received by us less than 7 days before scheduled delivery - 25%.
 - (b) In all other cases - 10%
- 5.4 We may provide in advance that certain of our Agreements with you may not be cancelled by you after our acceptance.

6.0 RETURN OF GOODS

- 6.1 We are under no obligation to accept a return of goods unless they are not the goods you agreed to purchase and you obtain a return authorisation number ("RAN") from us and you return them to us within 21 days after delivery.
- 6.2 If we agree to accept return of goods more than 21 days after delivery you agree to pay us a re-stocking fee of 20% of the Agreement price where the packaging has not been opened and 25% of the Agreement price where the packing has in our opinion been opened.
- 6.3 You may not return any goods to us that we have delivered under your Agreement unless we agree to accept return of those goods and we have provided you with a RAN. If you return goods to us without our agreement or without having a RAN you agree that you will be liable to pay us for those goods in full and you will not be entitled to any credit by reason of the return.
- If you return goods to us with our agreement and with a RAN, goods must be accompanied by a document specifying the RAN. The goods must be returned in original complete condition together with all documentation, parts and packaging. If you do not comply with this condition you agree to pay the full Agreement price. We may in our absolute discretion agree to give you credit for not more than 65% of the Agreement price for returned goods where you have not complied with this condition.

7.0 WARRANTY AND LIABILITY

- 7.1 Subject to you paying the Agreement price in full we shall give you reasonable assistance to obtain the benefit of manufacturer's warranties for goods that we have delivered to you. You agree to do everything necessary to obtain the benefit of those warranties including completing the manufacturer's requirements to obtain the benefit of warranties including registration. You agree to indemnify us should you fail to obtain the benefit of those warranties as a result of your acts or omissions.
- 7.2 You shall make no claim on us in respect of goods until you have exhausted your claims under warranty on the manufacturers of goods supplied by us.
- 7.3 Where manufacturer's warranties are limited (e.g. return to base) you agree to pay handling, delivery and administrative charges necessary to enable you to obtain the benefit of manufacturer's warranties.
- 7.4 Manufacturer's warranty provisions often require the return of faulty parts in order to obtain the replacement parts free of charge. Where this is the case, you undertake to return any faulty parts to us within any time limit specified by us, and in any case in not more than one (1) week from the date of delivery. If you fail to return faulty parts within the required time and this results in us being charged for these parts, these charges will be passed on to you at full price.
- 7.5 We warrant that where you have agreed to purchase services we will supply good quality services in a timely manner.
- 7.6 To the extent to which our Agreement is a Agreement for the supply of goods or services not ordinarily acquired for personal, domestic or household use or consumption and you have any rights as a consumer of those goods or services our liability to you for breach of a condition or warranty (other than a condition or warranty implied by Section 69 of the Trade Practices Act 1974) is limited to whichever of the following options we choose:
- (a) In the case of goods:
 - (i) The replacement of the goods or the supply of equivalent goods; or
 - (ii) The repair of the goods; or
 - (iii) The payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) The payment of the cost of having the goods repaired
 - (b) In the case of services:
 - (i) The supplying of the services again; or
 - (ii) The payment of the cost of having the services supplied again.
- 7.7 Subject to any requirement of law to the contrary, we shall not be liable to you for any damages in excess of the Agreement price actually paid by you or for any special, indirect, incidental or consequential damages including without limitation loss of profit, data, business or goodwill, whether or not we have been advised or are aware of the possibility of such damages and whether arising in Agreement, tort or otherwise.
- 7.8 Subject to any requirement of law to the contrary, we shall not be liable to you in respect of goods or services supplied to you except to the extent of warranties, undertakings and promises expressly made by us in writing and forming part of the Agreement and we shall not be liable to you for any representations made by or on our behalf which are not in writing and expressly included in the Agreement.

7.9 In the event that we are shown to be in breach of any of our obligations pursuant to this Agreement or implied by law then to the extent permitted by law our liability shall be limited to using our best endeavours to (at our option) repair or replace defective goods, and in the case of defective services (at our option) supplying them again or paying the cost of having them supplied again.

7.10 We shall not be liable for any delay or failure in delivery of goods or services or default or failure in performance of goods or services because of circumstances beyond our control including without limitation, acts of God or of another person, natural disasters or disasters caused by man or beast or machine or circumstances partly of one kind and partly of the other.

8.0 INSOLVENCY

At the time of placing any order with us and at the time of applying for credit with us and on each such occasion you and each person signing any document on your behalf warrants jointly and severally as follows:

- (a) That each person signing any document on your behalf has your authority to sign such document and enter into the transactions which it contemplates;
That none of you are subject to any of the laws relating to bankruptcy or insolvency and you agree to notify us forthwith if any of you become subject to such laws.

9.0 BREACH OF AGREEMENT

You agree that you have breached this Agreement if, you fail to satisfy a statutory demand served upon you in accordance with the Corporations Law, an application is made to appoint a Receiver, Provisional Liquidator or Liquidator to you or, you have an Administrator or a Receiver and Manager appointed.

10.0 OTHER AGREEMENTS AND TERMS

These terms and conditions shall be read in conjunction with any other terms and conditions that we may have agreed with you in connection with the supply by us of goods or services. In the event of any inconsistency these terms and conditions shall prevail.

11.0 CHOICE OF LAW

Our Agreement shall be deemed to have been made in New South Wales and shall be governed by and construed in accordance with the laws of New South Wales and Australia and you and we hereby submit to the non-exclusive jurisdiction of the Courts of New South Wales and Australia.

12.0 SEVERABILITY

If any provision of the Agreement is invalid or unenforceable that shall not affect any other provision of the Agreement and the Agreement shall be construed as if the invalid or unenforceable provision was omitted.

13.0 NOTICES

Notices required or permitted by the Agreement shall be made in writing and sent to the parties at their last known business address or other designated address. Notices may be delivered by hand, post or facsimile and shall not be deemed delivered until actually received.