

General Terms and Conditions of Sale

A-COM Solutions Pty Ltd (ABN 93 124 304 365)

These terms and conditions of supply apply to customers (Customer) of A-COM Solutions Pty Ltd. By placing an order with A-COM Solutions, the Customer is deemed to have accepted these terms and conditions and that these terms and conditions (together with the terms and conditions in the quotation) override any other terms and conditions. Goods means any and all goods ordered by the customer from A-COM Solutions whether specifically mentioned or not.

1. Quotations, Proposals and Orders

Quotations are based on the cost of material available at the time of quotation and A-COM Solutions has the right to make any necessary adjustments and correct any errors. Quotations are based on the Customer supplying specified information including acceptance or amendment of information provided by A-COM Solutions. A-COM Solutions reserves the right to make an additional charge for inadequate information supplied to A-COM Solutions. All orders made by the customer must be made in a manner approved by A-COM Solutions and are able to be cancelled only with the agreement of A-COM Solutions. If A-COM Solutions agrees to the cancellation of an order, A-COM Solutions will issue an invoice to the Customer for all costs of any work completed prior to the cancellation.

2. Variations

If the customer varies the order after the receipt of an invoice, quotation or order placement, A-COM Solutions reserves the right to vary the price and present an additional invoice for any extra amount caused by the variation.

3. Deposits

If the quoted value of an order exceeds \$5,000 ex GST a deposit of 25% of the total value is payable prior to the procurement of goods or supply of services. No invoices will be issued, however a receipt will be provided upon request.

4. Payment

Unless otherwise agreed in writing, payment must be made by the Customer within 14 days of the date of the invoice or within 14 days of the first delivery of the Goods to the Customer, whichever is the earlier. Payment will not be deemed to be made until A-COM Solutions is in receipt of the full purchase price (including any amount for GST, any amounts caused by a variation to the order and costs of delivery, freight and insurance) in cleared funds.

The Customer must not off set any amount owed to the Customer by A-COM Solutions against any amount owed by the Customer to A-COM Solutions.

If the Customer wishes to make payment on a 30-day credit basis, the Customer must complete a 30-Day credit application form, including authority for A-COM Solutions to seek credit information concerning the Customer. Terms and conditions of credit-based payment by the Customer are subject to change of notice in writing by A-COM Solutions.

If payment in full is not made in accordance with these terms and conditions, the following will apply:

- (a) Interest of 15% per annum, calculated daily, will be charged on all amounts unpaid from the due date until payment is made;
- (b) All deliveries which have not been made, including deliveries of Goods ordered separately from the Goods to which the unpaid amount relates, will be suspended until the full amount payable, including GST and interest, is paid in full;
- (c) A-COM Solutions may terminate any contracts in relation to any undelivered Goods, or impose additional conditions of payment before delivery in relation to those undelivered Goods;
- (d) Any credit arrangements may be terminated;
- (e) A-COM Solutions repossess any Goods that have been delivered, without further notice to the Customer and at the Customer's cost; and
- (f) Legal proceedings may be instituted for the recovery of the Goods or the unpaid amount and the costs of such recovery

The Customer grants to A-COM Solutions an irrevocable licence to enter the Customer's premises (or the premises of any associated companies or agents where the Goods are stored) to repossess any Goods in accordance with the clause 3 without being liable for trespass or any resulting damage

In the event of any dispute of any of the costs or charges by A-COM Solutions, the Customer must make full payment of the invoice price.

If the Customer is introduced to A-COM Solutions by another, the Customer consents to A-COM Solutions paying a fee, commission or other concession to such "others".

5. Intellectual Property Rights

The customer acknowledges that A-COM Solutions uses the Telstra Dealer logo under license, and do not propose to be Telstra or have authority to conduct official Telstra works.

6. Title to Goods

Title to the Goods does not pass from A-COM Solutions to the Customer until payment in full has been made in accordance with these terms and conditions

The Customer is responsible for the Goods until title passes to the Customer or the Goods are repossessed and the Customer may be liable to A-COM Solutions for any loss or damage to the Goods.

7. Disposal of Goods

If payment of the Goods is not made in full, and either A-COM Solutions reclaims the Goods, or the Goods remain undelivered, A-COM Solutions may sell the Goods to a third party. The Customer remains liable for any difference between the amount received by A-COM Solutions by the third party and the amount unpaid by the Customer.

8. Warranties

Unless otherwise stated in our proposals, A-COM Solutions provides a 12-month warranty on all products supplied and the installation services provided for those products. In the case of Structured Cabling Systems and data communications cabling, any warranty is only valid if Unshielded Twisted Pair (UTP) analyser certification testing has been provided on a cost basis for the data port(s) as part of the works.

9. Claims

Any claim by a customer for any of under quality, delivery of damaged Goods or non-delivery must be made within 14 days of receipt of the Goods by the Customer. The Customer must supply the order number, invoice number and receipt number (if applicable) and all details relating to the claim. If the claim is for damaged goods, the Goods must also be supplied to A-COM Solutions.

Liability for any claim against A-COM Solutions is limited, at A-COM Solutions' sole option, to:

- (a) resupplying of the Goods;
- (b) providing payment for the cost of resupplying the Goods; or
- (c) repairing the Goods.

10. Liabilities

A-COM Solutions is not liable to the Customer or any third party for any loss, damage or cost (including legal costs) except as provided in condition 11.2, whether direct, indirect or consequential, arising from:

- (a) any failure to install or deliver any of the Goods; or
- (b) late completion of the installation or date of delivery; or
- (c) the repossession or sale of any of the Goods.

For representations or warranties which cannot by law be executed, A-COM Solutions' liability is limited as provided in condition 10.2

11. Indemnity and Releases

The Customer indemnifies A-COM Solutions and continues to indemnify A-COM Solutions from and against all costs, suits, actions, damages and losses (whether direct or indirect, consequential or not) arising out of any of the:

- (d) any failure to install or deliver any of the Goods; or
- (e) late completion of the installation or date of delivery; or
- (f) the repossession or sale of any of the Goods.

12. General

Each clause in these terms and conditions must be read down to the extent necessary to be valid. If a clause cannot be read down to that extent, it must be severed.

Any waiver of any clause of these terms and conditions is only valid if made in writing and signed by the relevant party.

Any variation of these terms and conditions must be in writing and signed by both A-COM Solutions and the Customer.

The governing law of these terms and conditions is the law of South Australia, Australia.

13. Privacy

The personal information you have disclosed in your application for credit with A-COM Solutions will only be disclosed to the credit referees nominated by you and to our credit rating agency. For further information regarding the privacy of your application please contact the accounts officer.

I/We acknowledge and agree to the above mentioned terms and conditions.

Authorised signature _____	Witness Signature _____
Name (printed) _____	Name (printed) _____
Position in Company _____	Position in Company _____
Date _____	Date _____
for Co./Business Name _____	