

21st Century Business Equipment

Terms & Conditions of Service

646 Murray Street
West Perth WA
6005

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Fax: (08) 9481 5861

The user acknowledges that they have read and agree to abide by the Terms and conditions of service and have received a copy.

Signed and accepted on behalf of:

Name: _____

Position: _____

Signature: _____

Date: _____

Confidentiality Notice

This document and the processes, procedures, concepts and comments contained herein are proprietary, including third party proprietary rights. Under no circumstances may they be distributed to or read by anyone not authorised by 21st Century Business Equipment.

CONFIDENTIALITY NOTICE

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1. INTRODUCTION

At 21st Century Business Equipment (21st CBE) we strive for professional client relationships. To assist with this it is important for 21st CBE to outline the terms & conditions that 21st CBE engages and services its clients on.

With both parties understanding these terms & conditions possible misunderstandings and confusion should be avoided as the services provided by 21st CBE are performed under these terms and conditions.

21st CBE reserves the right to review these terms & conditions from time to time. Clients can review the terms & conditions at any time as they are available publicly on our website www.21stcenturybusiness.com.au.

1. DEFINITIONS

1.1. "Agreement" means the Terms and Conditions set out herein.

1.2. "Client or Customer" shall mean the user of the goods or products (or any person acting on behalf of and with authority of the Client) , or the person or company placing an order or requesting a quote

1.3. "21st CBE" or "Supplier" means 21st Century Business Equipment, ACN (009 188 489), ABN (91 009 188 489)

1.4. "Product or Goods" shall mean all hardware, and any other goods supplied by 21st CBE from time to time to the client (and where the context so permits shall include any supply of software and/or services) and are as described on the invoices, Quotation or any other forms as provide by 21st CBE to the Client.

2. PAYMENT TERMS

2.1. All repairs and supplies are C.O.D. and payment is due on delivery, pickup or installation of the goods unless otherwise arranged or client has an approved 30 day account application and is within credit terms;

2.2 For any orders under \$5000 excluding any applicable taxes the client shall pay a deposit of 25% of the entire value of the order upon placement of an order. Upon physical delivery of goods to the address specified by the client or purchase order, the Client shall pay to the Supplier the remaining 75% of the entire value of the order.

2.3. For orders above \$5,000 excluding any applicable taxes the client shall pay a deposit of 40% of the entire value of the order upon placement of a Purchase Order. This payment will be due immediately. The Supplier will not accept any responsibility for delays caused by non-payment of the aforementioned deposit. A further 40% of the entire value of the order is due and payable prior to the physical delivery of the goods to the address specified in the purchase order. The remaining balance of 20% will be due upon completion of the installation and be due as per the agreed credit terms or in

the absence of agreed terms, pursuant to clause 2.4. Notwithstanding the above, the Supplier may at its sole discretion request full payment upfront where the purchase comprises of a software value greater than 70% of the entire order or for clients who do not have a proven trading history with the Supplier or cancel an existing credit facility where the client has failed to meet its obligations in the past.

2.4. Where an invoice remains unpaid past its due date, the Supplier reserves the right to charge the client interest on overdue amounts at a rate of 15% per year or the published cash rate published by the Reserve Bank of Australia plus 7% whichever is the higher. In addition the supplier reserves the right to charge a monthly account administration fee of \$25.00 per month for monies owing greater than 90 days from invoice date.

3. EXPENSES

3.1. The Client shall be responsible for and pay to the Supplier in a timely fashion pursuant with clause 2.1, any and all expenses incurred due to the enforcement of the Suppliers rights as per the Terms and Conditions contained herein.

3.2. These charges may include but are not limited to fees payable to collection agencies incurred as a result of a default on behalf of the Client pursuant to clause 2.1 and any fees whatsoever payable to solicitors or other parties as a result of the breach.

4. RISK AND TITLE

4.1. All risk of loss or damage to Goods will pass to the Client upon delivery of the Goods to the Client or an authorised representative or agent of the Client.

4.2. Notwithstanding the risk passed onto the client upon delivery as per clause 4.1, title to all Goods delivered remain with the Supplier until all monies owing on the goods is paid in full.

4.3. Until all invoices relating to the goods are paid in full the Client must;

4.3.1. hold goods as bailee for the Supplier;

4.3.2. agree to hold goods in such a way that they are easily identifiable as property of the Supplier.

4.3.3. not sell or offer for sale the Goods;

4.3.4. grant the Supplier the right to and expressly authorise them to enter the premises at any reasonable time without liability of trespass or other damages incurred as part of the action, to repossess the goods should the Client be in default by breaching payment terms pursuant to clause 4.1.

4.3.5. agree to pay all costs associated with the repossession of goods should this occur pursuant to clause 4.3.4 including but not limited to any transport costs and restocking fees as per clause 12.4

5. DELIVERY

5.1. Delivery of Goods will be made to the address listed on the purchase order unless otherwise stated in writing. If an address is not printed on the purchase order, delivery of Goods will be made to the address listed on the accepted quotation.

5.2. The Supplier shall make all reasonable attempts to meet the scheduled delivery date(s) set out in the quote however will not be held liable for failure to meet these dates.

5.3. If the Supplier is unable to complete the delivery within the agreed time schedule due to a fault on the Client's behalf, the Client will be liable for all charges and costs incurred including but not limited to warehousing, transportation and

redelivery costs.

5.4. Unless otherwise stipulated in writing, the Client is responsible for all delivery and freight charges.

6. STORAGE

6.1. Where the Supplier is requested or required to store goods in their warehouse for periods of greater than thirty (30) days the Supplier reserves the right to invoice the Client upfront for all costs already incurred by the Supplier and the Client must agree to pay such invoices as per the appropriate terms pursuant to clause 2.1.

6.2. Where the Supplier warehouses or stores Goods on behalf of the Client due to a delay on behalf of the Client or on the request of the Client, the Client must agree to pay a warehousing fee of 5% of the total quoted value of all goods in storage per quarter or part thereof. These charges will be invoiced quarterly in advance.

7. QUOTES

7.1. Unless otherwise stated, all quotes are valid for a period of 30 days from the date of issue.

8. PRICES

8.1. All prices quoted within contract documentation and quotations are in Australian dollars.

8.2. Pricing for Goods are based on quoted prices from a third party supplier and as such variations can occur. Where a price increase has occurred between initial quote and purchase order the Client will be advised of such a price rise and be given the option to either accept the variations in writing and proceed or cancel the order without further costs other than those already incurred.

8.3. Unless otherwise stated all prices exclude all duties and taxes including GST payable in respect to the Goods. The Client agrees to pay all such duties and taxes and to reimburse the Supplier for payment of same.

9. WARRANTIES AND REPAIRS

9.1. Any products sold and installed by 21stCBE come with a 12 month system warranty that includes parts and labour and any re-configuration of the product. After 12 months from installation, 21stCBE may attempt to claim a manufacturer's warranty on the product if applicable, of which the acceptance lies solely with the manufacturer. It is customers responsibility to pay for any loan equipment, onsite service, freight, and handling expenses incurred during the warranty claim, including any software, staging and labour fees required to configure the product.

9.2. All service, repairs and supplies are C.O.D. unless otherwise arranged or the client has an approved 30 day account application and is within credit terms.

9.3. 21st CBE 30 Day Labour Warranty applies from the date the repaired unit is repaired. Part Warranty is as per the Manufacturer's Warranty and would apply from date of listing by 21st CBE.

9.3.1 Definition of Repair – only the repairs specified on the front of the invoice is warranted. A repair does not in any way guarantee the performance of the repaired machine in total.

9.3.1.2 Definition of Service- Service is a general clean, lubrication and adjustment. A service does not in any way warrant the machine against future or immediate parts breakdown. Further charges for parts & labour will be incurred in such a situation.

9.4. It is the customer's responsibility and cost to transport the unit to 21st CBE for repair/service and for return transportation. This applies even to units under warranty.

9.5. 21st CBE is under no obligation to provide a relief unit in any circumstances what so ever. Relief units may be loaned or hired if available.

9.6. Repaired units not picked up within 3 months of completed repair will be sold to recover repair cost.

9.7. Any Loan/Hire machines lost or damaged will be the customers' liability.

9.8. All goods left for repair are at owner's risk and should be insured by the owner against fire, theft and malicious damage whilst in the care of 21st CBE.

9.9. The customer is responsible for the security and backup of all their software and data prior to repair, including any licenses or security codes. Whilst all due care and diligence is taken during the service or repair of equipment, 21st CBE will not be held responsible for any loss of Software or Data stored on the equipment.

10. SEVERABILITY AND WAIVER

10.1. The individual provisions and conditions of this agreement are enforceable independently of all other provisions and conditions and if, at any stage, any part(s) or provision(s) of this agreement is deemed invalid, unlawful or unenforceable such provision(s) shall be severed and the validity of the remaining provisions and conditions shall continue.

10.2. No forbearance, delay or indulgence by either party in enforcing the provisions of this Contract shall prejudice or restrict the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

11. FORCE MAJEURE

11.1. The Supplier shall not be liable for any failure to perform its obligations in the provision of Goods for any cause beyond its reasonable control including but not limited to acts of God, natural disasters, and defaults by subcontractors, acts of war, riots and strikes.

12. RETURNS

- 12.1. The Client shall not be entitled to return Goods for credit without prior written approval from the Supplier.
- 12.2. Where the Client has returned goods that are not in an 'as new' or saleable condition, the Client will be held liable for all costs required to return the goods to a saleable condition or the shortfall in the sale price that the Goods are able to be sold for.
- 12.3. The Client will be responsible for all transport costs to return the Goods to the closest Supplier office.
- 12.4. Where the Goods provided were as per a purchase order by the Client and the Supplier has not misrepresented the function of the goods a restocking fee of up to 15% of the total order value may be charged.

13. SERVICE CHARGES & TERMS

If you wish to confirm rates and travel charges for your products and services, please contact us on (08) 9321 8902.

13.1 The Client recognises that support issues are not always easy to resolve. It may be necessary to investigate or attempt more than one resolution, especially if the issue is caused by a software or hardware issue. Under certain circumstances it may not be possible to resolve a specific issue totally. Wherever possible, 21st CBE will suggest alternative approaches to work around problems that arise that cannot be fully resolved. Provided 21st CBE acted in a reasonable manner, time spent in these circumstances is chargeable by 21st CBE.

13.2 21st CBE service rates vary slightly depending on the product and service being provided.

13.3 21st CBE provides its services on a time & materials basis at the current applicable rate.

13.4 Services provided outside of business hours (Monday to Friday 8.30am – 5pm) are charged at 2* times (double) the applicable rate.

13.5 21st CBE reserves the right to review and change its rates of service and support. Should an adjustment to software support rates and subscriptions occur, the client will be notified by email with an amended invoice reflecting the pricing increases at least 7 days prior to the fees being due for automatic debit. Best efforts are made to contact the primary account holder, however 21st CBE take no responsibility for notifications failing to deliver to the intended recipient.

13.6 21st CBE classifies its support into 5 separate categories:

13.6.1 Telephone & Email

13.6.2 Remote Access

13.6.3 in Workshop Support

13.6.4 Onsite Support

13.6.5 After Hours Remote and Onsite 24/7 Support

Telephone & Email Support

13.6.1. Dependant on the product being supported, the option of a support contract may be provided. Where a support contract is in place, our client is entitled to Telephone & Email Support at no charge, subject to your products Software Support Agreement. Please review this document to understand exactly what services are covered under your Support Contract.

13.6.1.1 Where there is no Support Contract for a product or service, Telephone & Email support will be charged on a time and materials basis at the current applicable rate in 15 minute increments with a minimum 30 min charge.

REMOTE ACCESS SUPPORT

Note: This service is subject to a suitable ADSL connection being installed at the customer's premises. Teamviewer remote access software has been installed on the customer's hardware; upgrading this software or changing the password may prevent remote support working.

13.6.2 Dependant on the product being supported, the option of a support contract may be provided. Where a support contract is in place, our client is entitled to Remote at no charge, subject to your products Software Support Agreement. Please review this document to understand exactly what services are covered under your Support Contract.

13.6.2.1 Where there is no Support Contract for a product or service, Remote support will be charged on a time and materials basis at the current applicable rate in 15 minute increments with a minimum 30 min charge.

WORKSHOP SUPPORT

13.6.3 In Workshop Support is where 21st CBE provides support services from within its Office. This may relate to hardware servicing, Investigation Work, Report Writing, Training, and other services.

13.6.3.1 In Workshop Support is charged in 15 minute increments at the current applicable rate with a minimum 1 hour charge.

ONSITE SUPPORT

13.6.4 Where onsite support is provided within the metropolitan area, 21st CBE will charge a call out fee.

13.6.4.1 Where onsite support is provided outside of the metropolitan area, 21st CBE will charge an hourly rate for travel.

13.6.4.2 In addition to the call out fee or the travel charge (if applicable), onsite support is charged at the applicable rate in 15 minute increments with a minimum 30 min charge.

To confirm current service rates and call out charges please contact us on (08) 9321 8902.

AFTER HOURS PHONE, REMOTE AND ONSITE 24/7 SUPPORT

To confirm current service rates and call out charges please contact us on (08) 9321 8902

AFTER HOURS PHONE & REMOTE.

Note: This service is subject to a suitable ADSL connection being installed at the customer's premises. Teamviewer remote access software has been installed on the customer's hardware; upgrading this software or changing the password may prevent remote support working.

13.6.5 Where a client has a Support Contract in place all support telephone and remote log in calls will be at no charge, subject to your products Software Support Agreement .

13.6.5.1 Where there is no Support Contract in place all phone and remote support will be charged on a time and materials basis at double the current standard rate in 15 minute increments with a minimum 30min charge.

AFTER HOURS ONSITE

13.6.5.2 Where all onsite after hours support is provided within the metropolitan area, 21st CBE will charge a call out fee at double the standard rate.

13.6.6.3 Where all onsite after hours support is provided outside of the metropolitan area, 21st CBE will charge an hourly travel rate at double the standard rate.

13.6.6.4 In addition to the call out or travel charge (if applicable), all after hours onsite support will be charged at double the standard rate in 15 minute increments with a minimum 1 hour charge.

To confirm current service rates and call out charges please contact us on (08) 9321 8902.

14. LOAN EQUIPMENT

All loan equipment will be provided at the discretion of 21st CBE and will be supplied on an "as need and availability situation". All loan equipment will remain the property of 21st CBE and must be returned upon immediate request.

21stCentury reserves the right to charge a fee for all loan equipment. Any consumables required for the loan equipment will be billed at normal commercial rates. Any loan equipment returned in a damaged or unworkable condition will be

assessed and all charges relating to repairing / servicing the loan equipment will be billed to the client. It is the client's responsibility to ensure that all loan equipment is fully insured against loss / theft or damage whilst in their possession.

15. RESPONSIBILITY FOR FINANCIAL DATA

15.1 21st CBE is not responsible for any Client accounting, financial, or other business data. 21st CBE will assist with transfer of data to new systems, data fixes and similar activities where required, but ultimate responsibility rests with the Client to ensure accuracy and correctness. The client is responsible for meeting all audit and compliance requirements within their data. The client is responsible for retaining historical data and the backup processes of this data.

15.2 21st CBE makes no representations or warranties about accuracy, reliability, completeness or suitability of the Data collected, stored or exported by the product or integration, for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which might be incurred as a result of the data being inaccurate or incomplete in any way and for any reason.

16. DATA FIXES AND DATA BACKUP

16.1 From time to time a client may request, or it may be necessary to fix a data related issue, directly via the database. Data Fixes can be complex, and while 21st CBE will provide best endeavours to resolve the data issue, the onus resides with the client to test the data fix in an appropriate time frame, provide feedback to 21st CBE, and validate the data fix has provided the correct result. 21st CBE is not liable for any issues relating from data fixes.

16.2 21st CBE is not responsible for taking backups of data on the Client's system(s) while services are being provided or thereafter. The Client must ensure that regular backups are taken of data, consistent with accepted industry practices. This includes data that 21st CBE is working with while providing services (other than data on a consultant's own computer, or in the 21st CBE Office for which the consultant is responsible for backing up). 21st CBE takes no responsibility for any off site back up provided by 21st CBE or any other third party organisation.

17. MALWARE - VIRUS PROTECTION

17.1 No Security Software is 100% effective; however, common sense when using the Internet is still critical to PC Security so please be careful where you go and what you click on! It is the client responsibility to make sure their POS Terminal, computer – server, notebook etc or any IT equipment is fully protected against Malware which includes Viruses, Worms,

Spyware, Adware and Trojans. 21st CBE will at the clients request clean up any systems that have been infected with any of the above. This service will be provided at a time & materials basis at the current applicable rate.

18. PROJECT IMPLEMENTATIONS

18.1 The project services costs constitute an estimate only. The actual services and related costs may vary from the estimate. On occasion the variance may be material. There are many reasons for this, including but not limited to:

18.2 Decisions taken during the project regarding allocation of tasks to 21st CBE or Client.

18.3 Changes to the planned solution that arises as a result of more information becoming available over time as the project progresses.

18.4 Problems that may arise with existing business data and reconciliations during the project.

18.5 Where there are defects in the products, 21st CBE will make all reasonable efforts to get these defects corrected by the manufacturer of the products. 21st CBE will also assist the Client in finding ways of using the products that compensate for or bypass the defects. It will also assist the Client in correcting any data affected by a defect, and provide related services. 21st CBE is not responsible for defects, and all services provided and disbursements incurred in accordance with this clause are chargeable.

18.6 21st CBE will act in good faith and will make every effort to carry out its responsibilities in a professional manner. 21stCBE makes no warranty with regard to the provision of Project Services other than as specified in the original sales proposal.

18.7 21st CBE is not responsible for any accounting, financial or other business data. It will assist with transfer of data to new systems, but ultimate responsibility rests with the Client to ensure accuracy and correctness.

18.8 Any intellectual property (IP) created by 21st CBE as part of providing any services to the Client remains the property of 21st CBE, with no restrictions on the use of the IP by 21st CBE. The definition of the IP includes, but is not limited to custom reports, macros, automated procedures, software programs, operating/procedure manuals, checklists and other user documentation. The Client is entitled to unrestricted use of the IP at location(s) specified in the Sales Proposal, subject to any other specific terms and conditions that may be agreed to elsewhere in the Sales Proposal, but may not sell it or in any other manner provide it for use by any other party.

18.9 The Client acknowledges that it has satisfied itself as to the suitability of the products for its business, hereby disclaims any right to rescind, or cancel any contract with 21st CBE or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by 21st CBE and the Client acknowledges that the products are bought relying solely on the Clients skill and judgement

19. HARDWARE AND HARDWARE RELATED SOFTWARE SALES

19.1 Where 21st CBE sells Hardware & Hardware Related Software (Operating Systems, MS Office, Backup Software, Anti-Virus Software), it does so on a COD basis only.

19.2 21st CBE will notify the client in advance of the date of delivery and payment is required to be made on the day of delivery.

20. LIMITATION OF LIABILITY

20.1 21st CBE provides its services on a best endeavours basis and accepts no liability or provides no indemnity for any damages inadvertently caused in respect of its services, whether the damages are direct or indirect.

21. LIABILITIES

21.1 Notwithstanding any other clause in this agreement, in no circumstances will the supplier be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business, productivity, or anticipated savings, corruption, loss or destruction of data, failure of a backup to run correctly or for any indirect, special or consequential loss whatsoever.

22. GOVERNING LAW

22.1 This agreement and all related matters are governed by and construed in accordance with the laws of Western Australia, Australia, and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Western Australia.

23. WARRANTY.

23.1 We warrant to you that we will perform all services in a professional and workmanlike manner. We make no warranties applicable about any third party products. Any warranties applicable to any goods / third party products are given solely by the original manufacturer or vender and we have no responsibility or liability for the failure or fault in, or to maintain or service, any goods/ third party products.

24. ENTIRE AGREEMENT

24.1 This Contract constitutes the entire agreement between the parties in respect of the matters dealt with in this Contract and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Contract.

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