

TERMS AND CONDITIONS OF SALE AND PROVISION OF SERVICES

1. Sale of goods / Provision of services

- 1.1. All Data & Communications Pty Ltd (All Data) provides the goods and/or services subject to these terms and conditions, unless otherwise agreed in writing ("Conditions").
- 1.2. When a person makes an offer or order to purchase goods and/or services ("the Purchaser") and that offer or order is accepted by All Data & Communications Pty Ltd, the Purchaser agrees and acknowledges that these Conditions will be binding on both Parties for the purposes of the sale of the goods and/or provision of services.
- 1.3. These Conditions may only be amended or varied by written agreement signed by both Parties.

2. Orders

- 2.1. Information provided by All Data & Communications Pty Ltd in respect of the goods and/or services (including price lists) does not constitute an offer to sell but an invitation to treat only.
- 2.2. An order or offer to purchase is an offer to purchase goods and/or services at the price set by All Data & Communications Pty Ltd as at the date of delivery (plus delivery and other applicable charges).
- 2.3. All Data & Communications Pty Ltd reserves the right to accept or reject any order (in whole or in part for any reason).
- 2.4. Without limiting clause 2.3, All Data & Communications Pty Ltd may reject an order or offer if the Purchaser's application for credit is rejected, the Purchaser fails to pay for other goods and/or services ordered, the goods are unavailable, there is an error in the price or the description of goods and/or services, or an error in the order.

3. Specifications

- 3.1. All Data & Communications Pty Ltd reserves the right to change the specifications of goods and/or services from time to time without notification to the Purchaser.

4. Price

- 4.1. Unless otherwise notified by All Data & Communications Pty Ltd in writing, all prices for goods and/or services:
 - (a) are in Australian dollars;
 - (b) are subject to change without notice;
 - (c) exclude delivery and other applicable charges.
 - (d) where goods are ordered internationally prices quotes are subject to exchange rate variation price adjustment.
- 4.2. Unless otherwise agreed in writing, the price payable for the goods and/or services is the price set by All Data & Communications Pty Ltd at the date of delivery (plus delivery and other applicable charges)

5. Payment

- 5.1. The Purchaser must pay the price (and delivery and other applicable charges) for the goods and/or services in accordance with the payment terms specified on the invoice provided by All Data & Communications Pty Ltd. All Data & Communications Pty Ltd reserves the right to pass on to the Purchaser all costs associated with particular forms of payment (for example merchant fees charged on credit card payments). Where a payment is due on a weekend or public holiday in Queensland, payment is required by the preceding working day.
- 5.2. Where the Purchaser fails to make full payment by the due date, All Data & Communications Pty Ltd may, in its absolute discretion:
 - (a) refuse to supply the Purchaser with further goods and/or services; or
 - (b) require the Purchaser to pay for further goods and/or services in full prior to delivery.
- 5.3. Time is of the essence in respect of the Purchaser's obligation to make payment for goods and/or services.
- 5.4. Any payments the Purchaser makes to All Data & Communications Pty Ltd will be applied as follows:
 - (a) first, as reimbursement in accordance with clause 14.3(b) for any collection costs and expenses incurred;
 - (b) second, in payment of any interest charged to the Purchaser in accordance with clause 14.3(a); and
 - (c) third, in satisfaction or part satisfaction of the oldest portion of the Purchaser's account.
- 5.5. Where All Data & Communications Pty Ltd owes a debt to the Purchaser, All Data & Communications Pty Ltd may deduct (set-off) the amount of that debt against any amount paid to All Data & Communications Pty Ltd by the Purchaser.

6. GST

- 6.1. Unless otherwise stated, all amounts payable for the goods are expressed exclusive of any goods and services tax ("GST"). All Data & Communications Pty Ltd reserves the right to recover from the Purchaser all GST payable in respect of the supply of the goods and/or services.

7. Delivery

- 7.1. If the Purchaser claims that the goods were defective, short delivered or otherwise not the goods specified in the order, the Purchaser must notify All Data & Communications Pty Ltd in writing (including sufficient particulars) within seven (7) days of delivery. If the Purchaser fails to notify All Data & Communications Pty Ltd within this time, the goods will be treated as having been accepted by the Purchaser and All Data & Communications Pty Ltd will be discharged from any liability in respect of the goods being wrong or defective or short delivered.
- 7.2. All Data & Communications Pty Ltd will make all reasonable efforts to deliver the goods within the times agreed, however the Purchaser acknowledges that all quoted delivery times are estimates. Only and failure to deliver by those time will not constitute a breach of these Conditions. All Data & Communications Pty Ltd will not be liable for any loss or damage howsoever arising as a result or consequence of any delay in delivery. The Purchaser will not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery.
- 7.3. Delivery occurs when the goods are first left with the Purchaser (or at the Purchaser's premises or other agreed place). All Data & Communications Pty Ltd is not required to obtain the Purchaser's signature as proof of delivery. Upon delivery, all risk in the goods passes to the Purchaser.

8. Title to goods

- 8.1. Ownership in the goods remains with All Data & Communications Pty Ltd and title does not pass to the Purchaser until All Data & Communications Pty Ltd has received payment in full for the goods and all sums owing on Purchaser's accounts with All Data & Communications Pty Ltd.
- 8.2. From the time the goods are delivered to the Purchaser until the time title passes to the Purchaser in accordance with clause 8.1, the Purchaser takes custody of the goods and retains them as the Bailee of All Data & Communications Pty Ltd.
- 8.3. If the Purchaser fails to pay All Data & Communications Pty Ltd for the goods by the due date for payment, the Purchaser (without prejudice to any other right or remedy All Data & Communications Pty Ltd may have) agrees to deliver the goods to All Data & Communications Pty Ltd upon demand, and consents to All Data & Communications Pty Ltd entering the premises at which the goods are stored and retaking possession of the goods.

9. Recalls

- 9.1. In the event of a product recall over the goods, the Purchaser agrees to give All Data & Communications Pty Ltd such assistance as is reasonably required in relation to that recall.

10. Certificates

- 10.1. In the absence of manifest error:
 - (a) the written records of All Data & Communications Pty Ltd in relation to a delivery of goods will be conclusive evidence of the type and quantity of goods delivered and the date and time of delivery; and
 - (b) certification from All Data & Communications Pty Ltd authorised representative will be conclusive evidence of the amount owed for the goods.

11. Exclusion of warranties and liability

- 11.1. All Data & Communications Pty Ltd gives no express warranty in relation to the goods and/or services. To the fullest extent permitted by law, all conditions and warranties, whether express or implied by law or otherwise, which may be binding on All Data & Communications Pty Ltd are excluded.
- 11.2. Where a condition or warranty cannot be lawfully excluded, the sole liability of All Data & Communications Pty Ltd for any breach of that condition or warranty is limited, at All Data & Communications Pty Ltd's election, to:
 - (a) replace or repair the goods (including the possible replacement with equivalent goods);
 - (b) payment of the cost of replacing or remaining the goods (including purchasing or acquiring equivalent goods); or
 - (c) re-performing any non-conforming services.
- 11.3. The Purchaser agrees and acknowledges that it has not relied on the skill or judgment of All Data & Communications Pty Ltd as to whether the goods and/or services are reasonably fit for any purpose.
- 11.4. Any description of the goods and/or services contained in the order or any other document is given by way of identification only.
- 11.5. Except to the extent that it cannot be lawfully excluded, All Data & Communications Pty Ltd will not be liable to any person for any loss or damage (consequential or otherwise) suffered or incurred by that person:
 - (a) in relation to the goods and/or services; and
 - (b) caused by or resulting directly or indirectly from any failure, defect or deficiency of any kind of or in the goods and/or services.

12. Returns

- 12.1. Before returning any Goods, an RA (Return Authorization) number must be requested and issued. Goods will not be accepted, credited or replaced without the RA number stated on the returned goods. Consumable items are not eligible for credit or return unless otherwise agreed by All Data & Communications. Unauthorised returns will be shipped back to the sender at the sender's expense (a handling fee may also apply). The Customer may return authorised goods using the shipping method of its choice and is responsible for the return shipping charges. All Data & Communications cannot be responsible for damaged or lost shipments. Used or otherwise altered items not in new condition are not eligible for credit. All returns must be received within 30 days of receipt of goods or a credit cannot be issued. Upon receipt of your returned items All Data & Communications will inspect them, return them to inventory if in new unused condition and issue the Customer with the credit (a re-stocking fee may apply)

13. Indemnity

- 13.1. To the fullest extent permitted by law, the Purchaser indemnifies All Data & Communications Pty Ltd and agrees to keep All Data & Communications Pty Ltd indemnified, against all loss, liability, costs (including legal costs) and expenses arising directly or indirectly as a result of or in connection with the supply of goods and/or services.
- 13.2. The liability of the Purchaser in clause 12.1 is reduced proportionately to the extent that All Data & Communications Pty Ltd has contributed to the loss, liability, cost or expense.

14. Default

- 14.1. The Purchaser will be in default if the Purchaser breaches these Conditions.
- 14.2. Without limiting clause 13.1, the Purchaser breaches these Conditions if:
 - (a) payment in full for the goods and/or services is not made by the due date;
 - (b) the Purchaser attempts to assign or transfer the benefit of these Conditions without obtaining the consent of All Data & Communications Pty Ltd;
 - (c) if the Purchaser is an individual and declares or commits an act of bankruptcy, enters into an arrangement or composition with its creditors or signs an authority under Part X of the Bankruptcy Act; or
 - (d) if the Purchaser is a corporation and suffers the appointment of controller, administrator, receiver or liquidator, has winding up proceedings initiated against it or ceases or threatens to cease carrying on business.
- 14.3. If the Purchaser is in default under clause 13.1, All Data & Communications Pty Ltd may:
 - (a) charge interest on all amounts the Purchaser owes to All Data & Communications Pty Ltd at the rate of 1% per month calculated daily for each day following the due date for payment until payment is made in full;
 - (b) be reimbursed for and recover from the Purchaser, all costs and expenses incurred by All Data & Communications Pty Ltd in seeking to collect debts, including without limitation, the costs of any collection agents and legal costs (on a solicitor and client basis);
 - (c) demand immediate payment for all goods and/or services supplied by All Data & Communications Pty Ltd, notwithstanding that the payment of those goods and/or services would not otherwise have been then due and payable;
 - (d) terminate or suspend delivery of any order for goods and/or services; and/or(e) terminate any agreement and cease supplying the Purchaser with goods and/or services.
- 14.4. All Data & Communications Pty Ltd is not obliged to notify the Purchaser before exercising a right under clause 13.1 and these rights will be in addition to any other rights that All Data & Communications Pty Ltd may have.

15. Force majeure

- 15.1. If a Party is prevented from or delayed in complying with an obligation (other than to pay money) under these Conditions by an event beyond its reasonable control, performance by it of that obligation is suspended during the time, but only to the extent that, compliance is prevented or delayed.

16. Intellectual Property

- 16.1. All Data & Communications Pty Ltd makes no representations or warranties in relation to its rights or otherwise to deal with any Intellectual Property subsisting in the goods and/or services.
- 16.2. Any Intellectual Property subsisting in the goods or created or arising from the provision of services shall vest in All Data & Communications Pty Ltd.

17. Miscellaneous

- 17.1. If a provision in these Conditions is unenforceable, illegal or void then it is severed and the remaining terms and conditions continue to operate.
- 17.2. The Purchaser must not assign or otherwise deal with these Conditions without the consent of All Data & Communications Pty Ltd, which may be given or withheld at All Data & Communications Pty Ltd's absolute discretion.
- 17.3. These Conditions must be read and construed in accordance with the laws of the State of Queensland and the Parties submit to the jurisdiction of the courts and tribunals of that State and of the Commonwealth.
- 17.4. All of the rights and obligations of each Party under these Conditions which by their nature or context must survive termination and/or expiry, will survive the termination and/or expiry of these conditions.

All Data & Communications Pty Ltd

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