

**Standard terms and conditions of supply
for Jim's Computer Services**

- We supply goods and services on the basis of the terms and conditions set out below;
- You must pay us strictly in accordance with the payment terms set out on this form (payment by cash, EFT or bank cheque on delivery unless agreed otherwise);
- Minor errors and incompatibility issues may arise in connection with some products that are beyond our control;
- Our liability to you in connection with the supply of goods and services is limited as set out in our terms and conditions.

1. General

This document sets out the terms and conditions on which the Supplier provides goods and services. By signing the order or quote on the front of this document and/or these terms and conditions, the Customer agrees that they have read, understand and agree to be bound by these terms and conditions.

2. Acknowledgment

The Customer acknowledges that:

- (a) most information technology products, particularly software, may contain errors that occasionally cause such products to perform unexpectedly;
- (b) just because a product contains some errors does not necessarily mean that it is faulty or not reasonably suited for the use to which it is put;
- (c) many software vendors provide upgrades and patches to their products to improve functionality or fix errors;
- (d) it is the Customer's responsibility to ensure that all products are properly maintained, including by applying all available upgrades and patches;
- (e) it is the Customer's responsibility to install and use appropriate safeguards (such as virus scanners and firewalls) to protect the Customer's systems from viruses, worms, Trojans and other malicious code.

3. Liability

- 3.1 To the extent permitted by law, the Supplier's obligation in relation to products manufactured by any third party will be limited to the manufacturer or distributor's guarantee for those products.
- 3.2 To the extent permitted by law, the Supplier will not be under any liability in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of any technical advice or assistance given or rendered by the Supplier provided that the Supplier has provided such technical advice or assistance with due care and skill and that any materials supplied by the Supplier in the course of providing such technical advice or assistance are reasonably fit for the purpose for which they are supplied.
- 3.3 To the extent permitted by law:
- (a) the Supplier's liability is limited to the price stated on the front of this document; and
 - (b) the Supplier's liability for breach of any term implied by legislation will be limited to:
 - (i) in the case of goods, the resupply, repair or replacement of goods, or paying the cost of doing so; and
 - (ii) in the case of services, the resupply of such services, or paying the cost of such resupply.

4. Cancellation

- 4.1 The Supplier is not obliged to give a refund for goods returned because the Customer changes its mind. However, in the Supplier's absolute discretion the Supplier may accept the return of normally stocked items for credit to the Customer's account. The items must be unused and in the same state of repair and condition as at the time they were dispatched to the Customer, along with a valid receipt of purchase for the goods. Any such items returned (if accepted for return by the Supplier) will be liable to a minimum handling charge payable by the Customer of 10% of the invoice value plus any additional cost associated with cleaning, repackaging and the like.
- 4.2 Where an order has been cancelled by the Customer prior to delivery, the Customer must pay the Supplier's costs and expenses (direct and indirect) incurred up to and as a result of such cancellation.
- 4.3 Without prejudice to the Supplier's rights herein including rights to recover all outstanding amounts under the contract the Supplier may terminate this contract by notice in writing to the Customer:
- (a) if any payment is outstanding for more than seven (7) days after the due date (whether legally or formally demanded or not);
 - (b) if the Customer fails to perform any of its obligations; or
 - (c) upon the Customer :
 - (i) becoming bankrupt;
 - (ii) entering into voluntary or compulsory liquidation;
 - (iii) entering into administration;
 - (iv) having a receiver or provisional liquidator appointed; or
 - (v) if execution is levied in respect of any of its assets.

5. Dispatch and Delivery

- 5.1 Any time given for delivery or completion must be regarded only as a time when the Supplier expects to be able to deliver or complete having regard to the circumstances current at the date of quotation. Time is estimated to commence from the date of receipt by the Supplier of the Customer's order, any deposit payable, and all information reasonably necessary to enable the Supplier to commence the work.
- 5.2 Where agreed, the Supplier will arrange for the delivery of the goods to the relevant premises specified in the Customer's Order or to the relevant premises agreed between the parties and, unless otherwise specified by the Supplier, the price quoted includes delivery of goods.
- 5.3 Delivery of goods or completion of services (as the case requires) will be deemed to have been effected by the Supplier upon:
- (a) collection of the goods by the Customer;
 - (b) collection of the goods by a carrier ; or
 - (c) the finalisation of on-site services.

6. Shortage

To the extent permitted by law, the Supplier will not be liable for any claim for alleged shortage unless the Customer lodges a claim in respect thereof with the Supplier within seven (7) days from date of receipt of goods.

7. Storage

If the Supplier does not receive forwarding instructions sufficient to enable it to dispatch the goods within seven (7) days after notification that they are ready for dispatch, the Customer will be deemed to have taken delivery of the goods, and the terms of payment (clause 10) hereof shall apply as from the expiration of the said seven (7) days. As and from such date the Customer will be liable for storage charges payable monthly on demand, storage being at the Customer's own risk, unless otherwise approved in writing.

8. Damage in transit

The Supplier will not be responsible for loss or damage of goods in transit except when the goods are carried in its own vehicles. Where the Supplier specifies that it will deliver the goods, the Customer must provide proper and safe access to the premises for delivery. The Customer indemnifies the Supplier against the cost of all loss or damage to property and injury to persons arising directly or indirectly as a result of failure by the Customer to ensure proper and safe access to the premises for delivery.

9. Property and risk

- 9.1 Title to goods supplied by the Supplier will only pass to the Customer upon payment in full for the goods being received by the Supplier.
- 9.2 If the Customer fails to make full payment for any goods supplied hereunder and those goods have not been consumed or sold by the Customer in the ordinary course of business, the Supplier will be entitled to possession of those goods and may recover and sell the same. The Customer must immediately upon the Supplier's written demand place any such goods in its possession at the disposal of the Supplier, which shall be entitled to enter upon any premises of the Customer and remove the relevant goods.

10. Payment

- 10.1 The price of our goods or services (as the case requires) will be in \$AUD at the time of (purchase and) delivery.
- 10.2 Unless otherwise agreed, payment must be paid by cash or bank cheque in full upon delivery of goods or the provision of services.
- 10.3 In the event that the Customer fails to make any payment when due then without prejudice to any other right of the Supplier:
- (a) interest will accrue on the amount of the overdue payment at the rate of twelve per centum (12%) per annum calculated from the date payment was due; and
 - (b) the Supplier will have the right to withhold further deliveries and to cancel all outstanding orders and retain any payments already made.
 - (c) the Customer will indemnify the Supplier in relation to all third-party costs, including but not limited to legal costs or debt collection agency costs.

11. Goods and Services tax

- 11.1 Prices quoted by us, and payable by the Customer, will not include GST or other like impost, unless specifically stated otherwise
- 11.2 Liability for GST or other like impost (payable in respect of any taxable supply) is additional. It is payable by the Customer to the Supplier at the same time as other monies are payable.

12. Extra Cost

If work is suspended because of incorrect or insufficient instructions given by the Customer, the Supplier may increase the amount payable for services to cover any extra expense incurred by the Supplier.

13. Legal construction

This contract will be governed and interpreted with reference to the laws for the time being in force in the State of the Supplier.