



General Terms and Conditions of Sale

This agreement is willingly entered into between Sensible Business Solutions Pty Ltd (Sensible) and the client as the parties specified in this agreement. The provisions of services applicable to this contract are as listed in The Quotation.

1.1. Parties

The items listed in the Quotation are sold by SENSIBLE subject to these terms and conditions. No variation of these terms and conditions is permitted unless expressly accepted by a Director of SENSIBLE in writing.

SENSIBLE shall sell and the Client shall purchase the items listed in the Quotation, as principals only, to the intent and with the effect that no other party shall have any rights or obligations or be entitled to litigate under this contract. The items in The Quotation may be referred to as goods and services or the items in the Quotation.

No contract shall come into existence until the earliest of:

* SENSIBLE quotation being accepted by the Client

OR

* The Client's Order being accepted by the earliest of:

1. SENSIBLE's written or oral acceptance;
2. shipment of product or delivery of item or service as listed in the Quotation (where applicable)
3. the raising by SENSIBLE of an invoice in respect of the items in the Quotation

1.2. Order

No Order shall be binding on SENSIBLE until accepted by SENSIBLE.

1.3. Credit Worthiness

All sales will be subject to satisfactory credit approval, either in respect of COD, credit card or credit application. In placing an order with SENSIBLE, the Client grants approval to SENSIBLE to seek a credit report from credit reporting agencies to permit the granting of credit under the Privacy Act or similar legislation.

1.4. Sensible Privacy Statement

SENSIBLE uses personal information collected from the client to act as the client's agent when required by the client and to perform their obligations to the client.



SENSIBLE may also use such information collected to promote the services of SENSIBLE and or seek potential clients.

SENSIBLE may disclose the information to other parties on the internet or to potential clients or to clients of SENSIBLE as well as trades people, corporations, government and statutory bodies and to third parties as required by law.

SENSIBLE will only disclose information in this way to other parties as required to perform their duties under our agreements or to achieve the purposes as allowed under the Privacy Act 1988. If the client would like to access this information they can do so by contacting SENSIBLE at the address and telephone numbers below.

The client can also correct this information if it is inaccurate, incomplete or out of date.

A full up to date privacy statement is located at <http://www.sensible.com.au/about-us/legal-stuff/>

1.5. Price

The price for the items listed in The Quotation shall be the price current on the day of delivery or as listed in the quotation. In all cases, the price of the items shall be paid at the earliest of the milestones listed in the quotation or on completion of delivery of the items listed in the Quotation but not less than 30 days from submission by SENSIBLE to the Client of the invoice.

Debt collection and solicitors costs incurred in collecting outstanding accounts will be charged at cost to the client.

Prices are exclusive of all country, provincial, state, and local sales, use, goods and service, fringe benefits, excise, privilege, franchise and similar taxes. Taxes imposed on SENSIBLE in connection with the sale and delivery or use of the Equipment or Service purchased pursuant to this Agreement including without limitation in connection with fees on overdue payment shall be paid by the customer and will appear as separate items on the SENSIBLE invoice to the Client.

A minimum invoice total of \$55 applies to all orders.

1.6. Risk and Passing of Property

1.6.1. Risk in equipment supplied as per the Quotation shall pass to the customer when delivered to it or its agent.

1.6.2. The delivery records of SENSIBLE will be prima facie evidence of delivery of the Goods.

1.6.3. Notwithstanding the risk in equipment supplied as per the Quotation passing in accordance with Clause 5.1, title in the equipment supplied as per The Quotation will not



pass to the Client until SENSIBLE has received payment. The Client is licensed to utilise the Equipment as specified in The Quotation notwithstanding that payment has not been paid.

1.6.4. Until title to the items specified in the Quotation passes: -

The Client will hold the items specified in The Quotation as fiduciary agent and bailee for SENSIBLE.

The items specified in The Quotation shall be separate and distinct from all other property of the Client and of Third Parties and in good and substantial repair and condition. It will be stored in such a way as to be clearly identifiable as belonging to SENSIBLE.

The right of the Client to use will automatically cease if the Client has a summons presented for its winding up or passes a resolution for voluntary winding up otherwise for the purpose or bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangement with its creditors or takes or suffers any similar action in consequence of debt or carries out or undergoes any analogous or similar act or proceedings under the laws of any State or Country.

Upon determination in any way of the Client's right to use, the Client shall place any of the items listed in The Quotation in its possession or under its control at the disposal of SENSIBLE and SENSIBLE shall be entitled to enter upon any premises of the Client for the purpose of removing the items.

1.7. Warranty and Return of the Quotation items

SENSIBLE warrants that items listed in The Quotation are free from defects in materials and workmanship.

1.7.1 Any items listed in The Quotation returned under this clause, must be as new and not modified or damaged. All warranty cards, manuals, and packaging must be intact. The Client must inform SENSIBLE in advance that the Quotation items are being returned. The Quotation items must be returned properly packaged prepaid and insured. Freight collect returns will not be accepted and shall be returned to the sender.

1.7.2 The software products will be covered by the manufacturer's warranty. Hardware will be covered by the manufacturer's warranty. Both hardware and software warranties from the manufacturer will start on the date that the manufacturer or their distributor delivers the hardware or software to SENSIBLE.

Labour will be warranted for a period of three months unless the client purchases a maintenance agreement. These times will run from completion of installation. Warranties will be voided by non-payment of the invoice rendered by SENSIBLE.



1.8. Maintenance

1.8.1 The software products will be covered by the manufacturer's warranty. Hardware will be covered by the manufacturer's warranty. Labour will be warranted for a period of three months unless the client purchases a maintenance agreement. These times will run from completion of installation. Warranties will be voided by non-payment of the invoice rendered by SENSIBLE.

1.8.2 Where Sensible offer a service contract as part of a new installation or as a standalone offering the Terms and Conditions will be different in some areas to those included in this document. These Terms and Conditions for IT support maintenance are generally available at included in our service quotation documents and apply to that service only.

1.9. Intellectual Property

The client shall retain all right, title and interest including copyright in any materials provided to SENSIBLE for the purpose of SENSIBLE providing its services to the client. With the exception of products and materials identified in writing by SENSIBLE ("the SENSIBLE Materials"), SENSIBLE hereby assigns to the client all right, title and interest including copyright in any products and materials provided by SENSIBLE to the client as part of its provision of services to the client.

In relation to the SENSIBLE Materials, SENSIBLE hereby grants to the client, at no additional charge, a non-exclusive perpetual licence to use the SENSIBLE Materials for the client's own business purposes including where such use involves the use of any outsourcer or other third party contractor engaged by the client provided the SENSIBLE Materials continue to be used only for the benefit of the client.

SENSIBLE warrants that SENSIBLE's products and materials including the SENSIBLE Materials will not infringe any patent, registered design, copyright, obligation of confidentiality or other rights, whether arising from contract, proprietary rights, and equitable duties or otherwise, whether created before or after the date of this contract.

SENSIBLE warrants that SENSIBLE's products and materials including the SENSIBLE Materials are owned by SENSIBLE or that SENSIBLE has permission from the rightful owner to use those of SENSIBLE's products and materials which are not owned by SENSIBLE and, in the case of SENSIBLE's products and materials which are not owned by SENSIBLE, that SENSIBLE is licensed to sub-licence the use of such products and materials by the client in accordance with this clause.

1.10. Software and Property Upgrades

Software upgrades will be initiated by SENSIBLE. The Client will be contacted by SENSIBLE to advise that the software supplier has made alterations to the software available. Software will be upgraded at the option of the Client and at the cost of the Client. Where the Client chooses not to upgrade Software in accordance with the manufacturers or suppliers' recommendation, support by SENSIBLE for the software



supplied, will cease three months after the Client has been advised of the availability of the Software upgrade.

1.11. Representations

Whilst SENSIBLE takes every care and precaution in the preparation of its marketing materials, technical brochures, price lists, and its other literature, these documents are for the Clients' general guidance only. The Client agrees that it has not relied on any representation made by SENSIBLE which has not been expressly stated in this agreement or upon any catalogue, technical circulars, price lists or other literature produced by SENSIBLE.

The employees or agents of SENSIBLE are not authorised to make any representations concerning the items in The Quotation unless such representations are confirmed by SENSIBLE in writing. The client acknowledges by accepting delivery of the Quotation items that it does not rely on and waives any claim for breach of any such representations that are not so confirmed.

1.12. Force Majeure

The company shall not be liable for failure to deliver or install or for any delay in delivery or installation arising from any cause whatsoever beyond the control of SENSIBLE and SENSIBLE shall not be liable for any consequential damages loss, injury, or prejudice emanating directly or indirectly from failure or delay in delivery or installation arising from such cause notwithstanding that SENSIBLE will be entitled to payment for any work already completed or deliveries made calculated on the quoted price and invoiced by SENSIBLE. SENSIBLE may, at its option, extend the delivery, installation or delivery of service period by declaring Force Majeure to the Client.

1.13. Installation

Where order placed by the Client includes Installation or Service, the price quoted assumes that the site will be ready for work to commence. Where this is not the case, an additional charge may be levied by SENSIBLE.

1.14. Exclusions

SENSIBLE makes no express warranties beyond those stated in these terms and conditions. All conditions and warranties implied by statute and common law are to the extent permitted by law expressly excluded.

Under the Trade Practices Act 1974 when implied conditions and warranties cannot be expressly excluded, SENSIBLE limits its liabilities in the case of the equipment, to the replacement of the equipment or the supply of equivalent equipment, or the repair of equipment, or the paying of costs for replacing the equipment or requiring equivalent equipment, or the cost of having the equipment repaired; and in the case of services, to the supplying of the services again, or the payment of the cost of having the services supplied again at the discretion of SENSIBLE.



Notwithstanding anything else contained in these terms and conditions SENSIBLE will not be liable to the Client for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever caused.

1.15. Assignment

Neither SENSIBLE nor the client shall assign or transfer or purport to assign or transfer this agreement or the benefits thereof to any other person or company without the written consent of the other.

1.16. Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the law in force in New South Wales in Australia and all disputes arising in connection with this agreement shall be submitted to the jurisdiction of the courts in New South Wales in Australia.