

All Points Communications (WA) Pty Ltd otherwise known in this document as APC

ABN 50 075 105 161 ACN 105 075 161

Customer Terms ("Terms")

These Terms and any document(s) referred to in them constitute the entire agreement about All Points Communications supply of the products and services to customers and supersede all prior understandings, arrangements and agreements. Words with special meanings are defined in clause 1. A reference in these terms to; (a) the singular includes the plural and vice versa; (b) the word "including" means "including, but not limited to," and the word "includes" means "includes, without limitation,"; (c) a reference to a gender includes all genders; and (d) a reference to a person including a party includes an individual, company, other body corporate, partnership, firm, joint venture, or a trust.

1) Definitions

In these terms:

"Customer" means the person, business or company that is the purchaser of the products;

"Products" means any products including software or services (where applicable) supplied to customer by APC and described in APC invoice;

"Sales Contract" means any sales contract or distribution agreement entered into by customer and APC in respect of the products and services supplied to customer in which these Terms are deemed to be incorporated.

2) Orders

- a) All orders for products placed by customer:
 - i. must be made in accordance with APC order policy as amended by APC and described in APC from time to time
 - ii. are subject to acceptance by APC and no order will be deemed to have been accepted by APC until written confirmation with customer has taken place
 - iii. APC may reject any order placed by customer if there is an insufficient supply of products which prevent APC from being able to fulfill such order.

- b) APC will not be bound by any terms attached to customer's order and, unless those are expressly agreed to in writing by an authorized representative of APC; customer agrees that those terms are hereby excluded.

3) Payment

- a) The price of the products will be APC quoted price or agreed time and materials rate.
- b) A deposit for all materials is required with the purchase order or prior to the delivery of the products to customer unless agreed otherwise in writing by an authorized officer of APC.
- c) If customer fails to make payment in accordance with this clause 3(b) after demand for payment by APC, all amounts owing by customer to APC on any account will immediately become due and payable together with legal costs of enforcement.
- d) APC may, in its sole discretion:
 - i. suspend the provision of credit to customer until all amounts owing are paid for in full, and
 - ii. from time to time at any time, vary or cancel any credit facility it makes available to customer.
- e) Customer will be liable to pay interest on any overdue amount at the annual rate of 2% above the prevailing overdraft rate quoted by the Westpac Banking Corporation. Interest will accrue daily from the date payment became overdue until APC has received payment of the overdue amount together with any interest accrued.
- f) Unless stated otherwise in these Terms (or in writing by APC authorized representative), all prices quoted for products are inclusive of all taxes, handling, delivery, agents' charges and any other charge duty or impost.
- g) Customer must pay APC, on demand, any tax (other than income tax) payable under these Terms, any matter or thing done under these Terms or any payment, receipt or other transaction contemplated by these Terms, including any goods and services or value-added tax, customs duty, sales tax, excise duty, stamp duty, governmental charge, fee levy or impost, together with any fine, penalty or interest payable because of a default by customer.
- h) Customer shall pay the full amount due to APC under this clause and shall not deduct from that amount any tax in relation to purchase of the products. Customer shall reimburse APC for any taxes APC pays on its behalf.

4) Delivery

Delivery times advised to customer are estimated only and APC will not be liable for any loss, damage or delay suffered or incurred by customer or its customers arising from late or non-delivery of the products.

5) Part deliveries

APC may make part deliveries of any order, and each part delivery will constitute a separate supply of the products upon these Terms.

6) Inspection and acceptance

- a) in the case of all products ordered a customer must, inspect such products upon delivery to customer's premises; or,
- b) within 24 hours of delivery give written notice to APC of any matter which customer alleges that the products do not accord with the customer's order. Failing such notice and to the extent permitted by law, the products will be deemed to have been accepted by customer.

7) Title and risk

- a) Products supplied by APC to customer will be at customer's risk immediately upon:
 - i. delivery of the products to the customer, customer's agent or into the customer's custody or control; or
 - ii. collection of the products by the customer's nominated carrier or agent
- b) Customer must:
 - i. effect and maintain with a reputable insurance company insurance for the products, at its cost, against all risks as it thinks appropriate;
 - ii. note: the interest of APC on the insurance policy; where applicable and
 - iii. produce a certificate of currency of the insurance affected by customer under the clause 8(b) to APC, upon request
- c) Risk in the products will remain with customer at all times unless APC retakes possession of the products in accordance with clause 8(d).
- d) Title in the products supplied by APC to customer will not pass to customer and will remain the absolute property of APC until such time as APC has been paid by customer all monies due to owing to it by the customer in relation to any account.
- e) Until the products have been paid for:
 - i. customer must properly segregate and store the products in such manner as to clearly indicate that they are the property of APC; (where applicable)
- f) If customer has breached these Terms and Conditions, the customer authorises APC, at any time, to enter onto any premises upon which APC products are stored or installed to enable APC to:
 - i. inspect the products; and/or
 - ii. reclaim the products
- g) If customer sells, dispose of or otherwise deals with products or any part thereof before full payment has been received by APC, customer must advise APC in writing, at such times as APC may request, specifying full details of the products sold, disposed of, utilised or otherwise dealt with.
- h) Customer agrees that the provisions of this clause apply despite any arrangement under which APC grants credit to customer.

8) Returns

- a) Customer must notify APC in writing of any products it wishes to return within 7 days from the date of the invoice relating to those products.
- b) Returns will be subject to APC returns policy as advised to customer and amended by APC from time to time.
- c) Each claim for the return of products by customer will be dealt with in accordance with the Returns Policy. Any substitute products to be shipped to customer in accordance with the Returns Policy will be sent by APC to customer by ordinary freight prepaid.
- d) APC will not be liable for any damage or defects in the products that have been caused by the improper storage, warehousing or transport, or by any neglect, abuse or improper use, installation, maintenance or unauthorised repair of APC supplied products.

9) Force majeure

If the performance of APC obligations under these Terms or any relevant Sales Contract is prevented, restricted or affected by force majeure including strike, lock out, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond the reasonable control of APC, APC will give notice of such cause to customer and after 60 days from the receipt by customer of such notice, either party may terminate the relevant Sales Contract without penalty.

10) Customer cancellation

- a) Unless otherwise agreed in writing by an authorised officer of APC, customer may not cancel an order which has been accepted by APC.
- b) If customer's right of cancellation is agreed to by an authorised officer of an APC in writing, the right must be exercised by notice in writing from customer to APC not later than 14 days before the estimated date of installation by APC.
- c) Unless otherwise agreed between customer and APC, upon cancellation prior to shipment, any deposit paid by customer will be forfeited to APC.

11) Default of customer

- a) Without prejudice of any of APC other rights under these TERMS, if customer fails to make any payment due to APC under these Terms, APC may, in its sole discretion, and without further liability to customer:
 - i. refuse to make further supplies to customer under the relevant Sales Contract; and/or
 - ii. terminate the Sales Contract without notice
- b) The customer agrees that these Terms shall give rise to an interest in land thereby enabling APC to lodge a caveat against the title to any land owned partly to wholly by the customer, in order to protect and secure the interest of APC under these Terms and under any Sales Contract.
- c) In the event that APC lodges a caveat against any land owned partly or wholly by the customer, the customer hereby irrevocably agrees to endorse its consent upon any relevant forms or documents to enable the lodgment and timely registration of any such caveat by APC.

12) Warranty

- a) Products are covered by manufacturers' warranty. To the extent permitted by law, APC's entire responsibility with respect to warranties for the products is to pass on to customer the benefit of any such warranties.
- b) To the extent permitted by law, the manufacturers' warranties referred to in clause 13(a) are in substitution for all other terms, conditions and warranties, whether implied by statute or otherwise (including implied warranties with respect to merchantability and fitness for purpose) and all such terms, conditions and warranties are expressly excluded.
- c) Certain legislation may imply warranties or conditions or impose obligations upon APC which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms must be read subject to those statutory provisions. If those statutory provisions apply, to the extent to which APC is able to do so, its liability will be limited, at its option to:
 - i. in the case of products: the replacement of the products or resupply of equivalent products; repair of the products; payment of the cost of replacing the products or acquiring equivalent products; or the payment of the cost of having the products repaired; and
 - ii. in the case of services: the supply of the services again; or the payment of the reasonable cost of having the services supplied again
- d) APC does not warrant that repair facilities or parts will be available in respect of any of the products
- e) APC warranty on workmanship shall be for a period of 3 months from date of installation. All warranty and service calls will be carried out between the hours of 8a.m. to 5p.m. Monday to Friday excluding Public Holidays. Any calls outside these hours will be charged for at the penalty rates by APC from time to time.

13) Liability

- a) To the extent permitted by law, APC will not be liable to customer or any other person under any loss of use, profit, revenue, interest, goodwill or data, or for any injury or death to any person, or for any indirect, incidental or consequential damages sustained or incurred by customer, whether such liability arises directly or indirectly as a result of:
 - i. any negligent act or omission or willful misconduct of APC to its employees or agents;
 - ii. the supply performance or use of any products or services; or
 - iii. any breach by APC of its obligations under these Terms or any relevant Sales Contract

14) Credit assessment

- a) If any products are supplied to customer on credit, APC may need to disclose to a credit reporting agency certain information about the customer when assessing customer's application for credit and managing customer's account with APC, customer authorises APC to disclose such information to a credit reporting agency for these purposes.
- b) May be performed by APC for the purpose of assessing customer's creditworthiness or to collect any overdue payments (as the case may be).
- c) APC may disclose the following information relating to customer in accordance with clauses 14(a) and (b):
 - i. customer's name and address;
 - ii. Credit limits on customer's account;
 - iii. the amount of any payments which are overdue for at least 60 days;
 - iv. where an overdue payment has been previously reported, advice that the payment is no longer overdue;
 - v. any method of payment including, but not limited to, cheques, electronic funds transfer, bpay, credit card payments which have been dishonored;
 - vi. information that, in the opinion of APC, customer has committed a serious credit infringement; and
 - vii. information that APC has ceased to supply the products and services to customer
- d) Customer agrees that APC may obtain information about customer from any business which provides information about the commercial creditworthiness of persons for the purposes of assessing customer's application to purchase the products on credit and collecting any overdue amounts.
- e) APC may refuse to supply the products to customer on credit on the basis of APC credit assessment of customer.

15) Quotation

The charges provided for have been based upon wages, conditions and general costs existing at the date of the quotation agreement. APC reserves the right to increase the rate set out on the quote upon its expiry and may allow for any increase in operating costs, after the 30 day quote period.

16) General

- a) APC may amend these Terms at any time, by giving customer notice by mail, facsimile or e-mail. By continuing to place orders for products, customer will be deemed to have accepted the revised Terms.
- b) Any provision of these terms which is invalid or unenforceable will be read down to the extent necessary, and the remaining provision will continue unaffected.
- c) These Terms are governed by the laws of the State of Western Australia and the courts of the State of Western Australia shall have exclusive jurisdiction to hear any disputes arising from or relating to this agreement.