



1. OUTLINE

1.1 Currency: These Terms + Conditions apply to the supply of all Goods and Services by us to you from the date that you accept these Terms + Conditions.

1.2 Acceptance: You accept these Terms + Conditions when:

1.2.1 you submit an Order;

1.2.2 you accept a Proposal (if it has not been withdrawn by us);

1.2.3 you accept delivery of, or any part of, Goods or Services pursuant to an Order or Proposal; or

1.2.4 you make Payment, or partial Payment, for any Goods or Services supplied by us.

1.3 Product Specific T+Cs / Service Level Agreement:

In the event of a conflict or inconsistency between this document and Product Specific Terms + Conditions or a Service Level Agreement, these Terms + Conditions shall prevail.

1.4 Privacy Policy: By accepting these Terms + Conditions, you acknowledge that you have read our Privacy Policy at www.cstech.com.au/privacy and accept the terms in it. Please also refer to clause 15 below concerning credit information.

2. PROPOSALS + ORDERS

2.1 Requesting a Proposal: You may request a Proposal from us relating to the potential supply of Goods or Services.

2.2 Providing a Proposal: We may provide to you a Proposal relating to the potential supply of Goods or Services, which may include the price and quantity of the Goods or Services proposed to be supplied by us and other relevant details as necessary. We may withdraw a Proposal at any time.

2.3 Placing an Order: If our Proposal is acceptable to you, you may place an Order for each supply of Goods and Services or accept a Proposal in accordance with its terms (if expressly capable of acceptance), subject to clause 2.4.

2.4 Subject to acceptance: All Orders are subject to our review and acceptance, which we may withhold in our absolute discretion and is subject to clause 2.5. Acceptance by us will be communicated in writing (which may include by email) to you.

2.5 Delay in placing an Order/Proposal expiry: If an Order is not placed with us within 30 days of the date of a Proposal (or such other period specified in a Proposal) or where expressly capable of acceptance the Proposal is not accepted within the required time period, the details and terms provided to you in the Proposal may be subject to further written confirmation by us in our absolute discretion.

2.6 Additional conditions: Unless otherwise agreed by us in writing, we will not be bound by any conditions added by you in an Order or other communication from you or on your behalf (express or implied).

3. PRICE

3.1 Price: Unless otherwise agreed to in writing by us, subject to clause 3.2, the price charged and payable for the Goods or Services shall be the price in Australian dollars stated in a Proposal. If no price is stated, our published price at the date we accept an Order shall apply. In addition, you will pay all applicable taxes (including GST), charges, disbursements, insurance and delivery costs in relation to the Goods or Services.

3.2 Variation of price: Prices contained in any Proposal for the supply of Goods or Services are based on the cost prevailing and the specification supplied at the time of the Proposal. Subject to your rights under law including the ACL, we reserve the right to vary the price (whether as an increase or a decrease) if:

3.2.1 there is any movement in the cost of supplying the Goods or Services specified in a Proposal (at any time before or after a Proposal or Order is accepted); or

3.2.2 if the Goods or Services specified in your Order are varied from the Goods or Services specified in our Proposal,

and we provide you reasonable notice of any such variation of price. Such a variation of price may arise and be imposed upon you, without limitation, as a result (directly or indirectly) of changes to applicable exchange rates, an increase in energy prices, a third party vendor or licensor varying its pricing, or for any other reason of any kind that increases the input prices and costs of supply of the relevant Goods or Services.

4. PAYMENT

4.1 Invoice on delivery: Unless otherwise agreed in writing, we will issue you an Invoice upon delivery of the Goods or Services specified in your Order accepted by us.

4.2 Payment within 30 days: Subject to clause 4.3, all Payments shall be made in full within 30 days from the date of the Invoice.

4.3 Payment for third party software: All licences for third-party software will be invoiced in advance of delivery or provision and third-party software will not be provided or delivered until Payment for it has been received in full.

4.4 Payment method: All Payments are to be made to us, by direct credit to the bank account nominated by us, by *VISA* or *Mastercard*, or as otherwise agreed by us in writing.

4.5 Payment in instalments: We may in our discretion accept Payments in instalments upon such terms as we see fit. For projects longer than 4 weeks, we reserve the right to submit an Invoice every 4 weeks following the commencement of the project.

4.6 Revocation of credit: We reserve the right to revoke at any time any credit extended to you because of your failure to make any Payment when due or for any other reason.

4.7 Costs of enforcement: We may recover from you any costs we incur in the collection of Payment of any Invoice.

4.8 No set off: You may not set off (in law or in equity) against any Payment any claims which you may have against us.

5. DEFAULT INTEREST

5.1 Amount: If you fail to make a Payment in accordance with clause 4 or otherwise when due we may in our discretion charge default interest in addition at the cash rate from time to time set by the Reserve Bank of Australia plus 4% *per annum* (compounded daily).

5.2 Default Interest amount credited first: Any Payment you make to us shall first be credited against any Default Interest accrued pursuant to this clause 5 to the actual date of Payment.

6. CANCELLATION

6.1 Cancellation by you: You may not cancel an Order which has been accepted by us or, where permitted, an accepted Proposal, or any part of such, without our prior written

consent. Cancellation of orders for Goods and/or Services made to your specifications, or for non-stock list items, will not be accepted once an Order has been placed.

6.2 Payment of costs incurred: Without prejudice to our absolute right to refuse consent for you to cancel an accepted Order or Proposal under clause 6.1, as a condition of giving such consent we may require that you pay any and all costs, losses and expenses reasonably incurred by us in relation to the cancelled Order, Proposal or the cancelled part of the Order or Proposal.

6.3 Cancellation by us: We may in writing cancel an accepted Order or Proposal or delivery of any related Goods or Services without liability to you (save as required by relevant laws) if:

6.3.1 you suffer or are subject to a Default Event;

6.3.2 you fail to pay any amount for the Goods or Services on the due date;

6.3.3 we reasonably form the opinion that supplying Goods or Services to you may have a negative impact upon our business or commercial reputation or image; or

6.3.4 you fail to comply with our advice or reasonable instructions in relation to the Goods and/or Services (as applicable).

7. DELIVERY + RISK

7.1 Delivery: We, by our nominated carrier or otherwise, will deliver the Goods to you, your agent or nominee, to a carrier, place specified by you or as agreed in writing.

7.2 Time of delivery: For the purposes of these Terms + Conditions and without limiting your rights at law, delivery is deemed to take place upon the earlier of: (a) delivery of the Goods to you, your agent or nominee, or (b) to a carrier commissioned by us or on your behalf, or (c) at the place specified by you or as agreed in writing.

7.3 Cost of delivery: We may charge you for the cost of delivering the Goods to you. We may charge you insurance costs for cover in relation to risks of carriage and delivery.

7.4 Instalments: We reserve the right to make deliveries in instalments and these Terms + Conditions shall be severable as to such instalments.

7.5 No liability for delay: We will use reasonable efforts to deliver the Goods to you by the date and to the place or person contemplated by clause 7.1. Without limiting clause 10 (**Exclusions + Limitations**), we shall

not be liable for late delivery or delay in delivery.

7.6 Risk passes on delivery: The risk in the Goods shall pass to you upon delivery of the Goods to you in accordance with clause 7.2.

7.7 Insurance over Goods: If requested by us, you shall from the delivery date until we have received Payment for all Goods in full, insure the Goods for their full replacement value and provide to us upon our request evidence of such insurance. We reserve the right to take out insurance (on any terms and in any amount or extent of cover) at your cost in relation to non-payment, carriage or Goods or their delivery.

7.8 Disbursements: You will pay us all disbursements and other out-of-pocket costs incurred by us in the provision of Goods or Services to you. This may include offsite travel and other costs.

8. DEFECTS + RETURN OF GOODS

8.1 This clause 8 is subject to clause 10 (**Exclusions + Limitations**), clause 11 (**Statutory Rights**) and any other statutory or legal right whether concerning these Terms + Conditions or otherwise.

8.2 Returns: You may only return the Goods if:

8.2.1 they do not materially comply with an accepted Order or Proposal; or

8.2.2 if permitted by law, including the ACL.

8.3 Notification: If you wish to return any Goods delivered to you, you must give to us:

8.3.1 notice within a reasonable time of your receipt of the Goods; and

8.3.2 the original Invoice or proof of purchase details.

8.4 Replacement or credit: If we accept the return of Goods from you (not being for the purpose of exercise of a right of repair), we will at our option either:

8.4.1 replace the returned Goods; or

8.4.2 as permitted or required by relevant laws, give a credit or a refund for such Goods.

8.5 Costs to return Goods: Costs relating to the return of Goods under this clause 8 are payable:

8.5.1 if the defect is due to us or the ACL so requires, by us at our cost (such return costs to be reasonable postage or transportation costs); or

8.5.2 otherwise, by you.

8.6 Payment for other Goods: You may not withhold any Payment due to us in respect

of any other Goods pending the resolution of a claim for a defect.

8.7 Non-payment of account: We may not accept notifications under clause 8.3 in the event of your non-payment of an account.

9. EXPRESS WARRANTIES

9.1 Services warranty: We warrant that services provided by us will be carried out with reasonable care and skill.

9.1 Regulation 90: This Warranty against defects is provided in addition to other rights and remedies you may have at law.

9.1.1 Goods only: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

9.1.2 Services only: Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

A to cancel your service contract with us; and

B to a refund for the unused portion, or to compensation for its reduced value

9.1.3 You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

9.1.4 Goods & Services: If you are a consumer for the purposes of the ACL, the following statement applies to you. Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

A to cancel your service contract with us; and

B to a refund for the unused portion, or to compensation for its reduced value.

9.2 You are also entitled to a refund or replacement for major failures with Goods. If a failure with the Goods or a Service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the Goods and to cancel the contract for the Service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Goods or Service.

10. EXCLUSIONS + LIMITATIONS

10.1 **ACL exception:** The exclusions and limitations in this clause 10 are subject to clause 11 (**Statutory Rights**).

10.2 **Excluded rights:** All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to these Terms + Conditions, that are not contained in it, are excluded to the fullest extent permitted by law.

10.3 **Limitation of liability:** We exclude to the fullest extent permitted by law all liabilities arising in relation to Goods and Services that we supply to you.

10.4 **Limitations:** No warranty is given and we will not be liable for:

In the case of Goods

10.4.1 alterations to Goods for which we are not responsible;

10.4.2 damage or failure caused by unusual or non-recommended use or application of the Goods; or

10.4.3 loss caused by any factors beyond our control; and

In the case of Services

10.4.4 interference with our Services for which we are not responsible;

10.4.5 damage or loss caused by unusual or non-recommended use of our Services; or

10.4.6 loss caused by any factors beyond our control.

10.5 **Indirect loss:** We will not be liable (whether we have been advised or not of the possibility) for any special, indirect, consequential or economic or data loss or

damage or loss of revenues or profits (in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any act or omission by us (including breach, termination or non-observance of the terms of an Order, a Proposal, a collateral agreement or agreement which incorporates these Terms + Conditions).

10.6 **Total liability:** Our total liability for breach of these Terms + Conditions and breach of our contractual obligations as well as duties at law or in equity (however arising) is limited at our option to:

In the case of Goods

10.6.1 the replacement of the Goods or the supply of equivalent Goods;

10.6.2 the repair or rectification of the Goods;

10.6.3 the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or

10.6.4 the payment of the cost of the repair or rectification of the Goods; and

In the case of Services

10.6.5 the supply of the Services again; or

10.6.6 the payment of the cost of having the Services supplied again.

10.7 **No reliance:** You acknowledge and agree that:

10.7.1 you have and will make your own assessment of the fitness for purpose and suitability of any Goods supplied to you;

10.7.2 you do not and will not rely on our skill or judgment nor that of any person by whom any prior negotiations or arrangements in relation to the acquisition of any Goods were conducted or have been or will be made; and

10.7.3 you have not made nor will make known to us or a manufacturer of goods (directly or via any person and whether expressly or impliedly) the particular purpose for which you acquire Goods.

10.8 **Third party supply:** If we obtain goods or services from a third party in order to carry out your instructions or complete an Order or accepted Proposal:

10.8.1 we will not be liable for any breach of these Terms + Conditions if that breach is as a result of or is connected with the supply by a third party of such goods or services;

10.8.2 we acquire such goods or services as agent for you not as principal and will have no liability to you in relation to the supply of these goods or services;

10.8.3 any claim by you in relation to the supply of such goods or services must be made directly against that third party; and

10.8.4 you must pay for such goods or services.

10.9 We give no warranty or guarantee in respect of any goods or services that are supplied or carried out or provided to you by a third party even where forming part of an Order or Proposal. Any warranties, statutory guarantees or other rights will be governed by the terms of supply by that provider to you and relevant laws.

11. STATUTORY RIGHTS

11.1 **ACL rights:** In circumstances where you are acquiring Goods and Services from us as a 'consumer' for the purposes of (and as defined in section 3 of Schedule 2 of) the ACL, we acknowledge and agree that certain statutory guarantees and rights shall apply to you as provided by relevant laws but subject to these Terms + Conditions as applicable and where permitted by relevant laws.

11.2 **No restriction:** Nothing in these Terms + Conditions excludes, restricts or modifies any condition, warranty, statutory guarantee, right or remedy implied or imposed by common law, statute or regulation which cannot be lawfully excluded, restricted or modified, which may include the ACL and corresponding provisions and relevant laws of State or Territory legislation containing implied terms and/or statutory guarantees which operate to protect the purchasers of goods and services in various circumstances.

11.3 **Unfair contract:** If section 23 of the ACL applies to any provisions in these Terms + Conditions, any such provision(s) shall be void to the extent it is unfair within the meaning of section 24 of the ACL.

12. SECURITY INTEREST + TITLE

12.1 **Security Agreement:** This clause 12 sets out the Security Agreement between you and us.

12.2 **Creation of Security Interest:** You (**Grantor**) grant to us (**Secured Party**) a Security Interest in all present and after-acquired Goods (**Collateral**) as security for all or part of the Payment for the Goods. This shall also create a Purchase Money Security Interest (**PMSI**).

12.3 Attachment: Our security interest attaches to the Collateral by virtue of your possession of the Goods as bailee under clause 12.7.

12.4 Registration: We may, without notice, apply to register a financing statement with respect to the Security Interest described in this clause 12.

12.5 Identification: Until full title in the Goods has passed to you, you will ensure that the Goods are identifiable and distinguishable:

12.5.1 from any other goods that may be in your possession; and

12.5.2 as to each particular Invoice of Goods.

12.6 Title: We will retain absolute title over the Goods until:

12.6.1 we have received Payment in full in respect of the Goods; or

12.6.2 you sell the Goods in the manner prescribed under clause 12.10.

12.7 Possession as bailee: After delivery of the Goods, until the full Payment has been made you shall possess the Goods as bailee only.

12.8 Seizure: Until Payment in full for the Goods has been received by us, we may, without notice, seize the Goods if:

12.8.1 a Default Event occurs; or

12.8.2 you are in breach of these Terms + Conditions.

12.9 Entry into premises: For the purposes of carrying out seizure under clause 12.8, we may without notice, enter your and any other relevant premises and seek any and all remedies provided under Chapter 4 of the PPSA and any other remedies provided at law or in equity or otherwise.

12.10 Permitted use and sale: You may only sell all or any of the Goods in respect of which full Payment has not been received to a third party if:

12.10.1 we have not exercised our right to seize the Goods under clause 12.8;

12.10.2 the sale is a *bona fide* transaction at market value in the ordinary course of business; and

12.10.3 all proceeds of sale of those Goods is:

A immediately paid to us; or

B held on trust for us in a separate account, payable immediately on demand.

12.11 Waiver of notice: Notice requirements under sections 95, 118, 121, 130, 132 and 135 of the PPSA shall not apply and not place any obligations on us in your favour.

12.12 Financing statement: You agree to waive your right to receive from us a copy of any financing statement, financing change statement or verification statement that is registered, issued or received at any time in relation to these Terms + Conditions and this Security Agreement.

12.13 Change of name: You shall immediately notify us in writing of any change of name.

12.14 Acknowledgement: You acknowledge receipt of a copy or due notice of these Terms and Conditions and this Security Agreement.

13. INTELLECTUAL PROPERTY

13.1 Your intellectual property: If you provide us with Material to be used in the supply of Goods or Services:

13.1.1 you warrant and represent to us that any Goods or Services supplied to you based on or incorporating the Material you provide to us will not infringe the Intellectual Property Rights of any third party; and

13.1.2 you indemnify and will keep us indemnified from and against any and all claims, liabilities, obligations, expenses or damages which we may suffer or incur as a result or in connection with the representation or warranty in clause 13.1.1 being untrue or breached.

13.2 Licence: You grant to us a non-exclusive royalty free license throughout the universe to use all Intellectual Property Rights in all Materials for so long as necessary or convenient for the production, delivery or provision of the Goods and Services and the matters contemplated in relation to the production, delivery, supply or provision of the relevant Goods and Services.

13.3 Our intellectual property: Subject to clause 13.4, all our Intellectual Property Rights in and relating to the production, delivery, supply or provision and supply of the Goods and Services (excluding Materials licensed to us pursuant to clause 13.2) will remain our property and will not be disclosed to any other person by you without our prior written consent.

13.4 Third party intellectual property: You acknowledge the right, title and interest of all third party Intellectual Property Rights in and relating to the production, delivery, supply or provision and supply of the Goods and Services.

13.5 Software: Where Goods or Services supplied under these Terms + Conditions

include software or software as a service or platform as a service or infrastructure as a service or any other service which includes software or the provision of proprietary information or intellectual property (where we or a third party is the licensor or service provider), such software or software as a service will be licensed or provided to you only on the terms of the licence or rights of use agreement provided with such software or service or as otherwise agreed between you and us or the relevant licensor or service provider in writing. Your rights under such licences or rights of use agreements will only commence upon the payment of all fees due to us or relevant licensor or service provider in respect of such licences or rights of use agreements. In any event, you must comply with the terms of such licences and agreement and hereby indemnify and keep us indemnified for and against any losses, expenses, damages or claims which may be made against or suffered by us as a result of your breach of any such third party licence or agreement. Furthermore, you are responsible for entering into, subscribing and paying in full for an active support/maintenance agreement with the relevant licensor and/or service supplier in order to access and enjoy support services in respect of the relevant software.

13.6 For the avoidance of doubt, the obtaining of rights to use software (by way of licence or otherwise) and the payment of any relevant licence and subscription or usage fees is your responsibility (unless we have expressly agreed to supply or procure such software licences and agreements for you on a different basis).

13.7 You are required to keep safe any media, product activation and encryption keys concerning software or hardware.

13.8 Confidentiality: You shall keep confidential and shall not use any confidential information communicated by us to you without our prior written consent.

13.9 Data backups + testing: Data backups are your responsibility (including but not limited to, ensuring that backup media is changed, ensuring integrity tests are conducted and verified by you). You are responsible for any third party costs associated with any testing.

13.10 Requests: you agree to comply with all reasonable and lawful requests from us.

13.11 Safety: Whenever our employees, agents or contractors work at your premises, you must ensure that they are provided with a safe working environment.

13.12 Transitioning: Where applicable, you will ensure that the incumbent service provider responsible for transitioning any relevant service(s) to us makes readily available all information, resources and facilities required by us to continue providing the relevant service to you. You agree to pay us for all time spent during any handover, transition or disengagement process, including without limitation the surrender or transfer of all or any associated support information and/or data to you or another information technology support service provider (whether before or after termination of the agreement constituted in relation to these Terms + Conditions) at our then standard hourly rates. We require 30 Business Days' prior written notice from you of any handover or transition to another IT provider, or disengagement. In the event that we are unable to complete this process within this timeframe, we will advise you.

13.13 We may require payment for such handover, transition or disengagement services in advance and are not obliged to surrender or transfer any data or information to any person until payment of all amounts due is made.

13.14 Mods etc: You agree that:

13.14.1 you will not attempt to carry out any modification, repair, replacement, alteration or in any way interfere with the reliability of any Goods and/or Services provided by us;

13.14.2 you will not disclose to any third party, without our prior written consent, any administrative credentials (including, but not limited to, usernames, passwords, PIN's, etc.) associated with any Goods and/or Services provided by us, regardless of any Service Level Agreement being in effect or not;

13.14.3 in the event that a security breach or compromise (whether suspected or confirmed) is detected by us, time is of the essence with respect to taking protective measures to minimise any adverse effect(s) of any such breach or compromise. Under these circumstances, we reserve the right to commence such works without first seeking your express approval (whether oral or written). In such case you will pay to us applicable fees and disbursements in respect of the taking of such protective measures. If these are not specified and agreed in writing, then the amount payable by you for

such services shall be at our then applicable standard rates.

13.15 Conflict: During the period we provide relevant goods and/or services to you, you agree not to do anything which will conflict with the performance of our obligations to you.

13.16 Access: Where necessary for the onsite provision of our services, you will provide us with timely access to your premises, information, equipment, staff, network and data.

13.17 Loan equipment: Under certain circumstances, we may provide you with loan equipment. If we do this:

13.17.1 the loan equipment remains our property;

13.17.2 depending on the circumstances, we may charge a rental fee for this equipment;

13.17.3 you must keep this equipment in a safe and secure location; and

13.17.4 if the loan equipment provided by us becomes lost, damaged or misplaced, you must advise us as quickly as possible and agree to pay us the replacement cost of the equipment concerned at the current recommended retail price.

14. GST

14.1 Prices exclusive of GST: Unless otherwise agreed by us in writing, prices with respect to any taxable supply are exclusive of GST.

14.2 GST payable in addition: You must pay to us all GST in addition to any other amounts payable by you to us, which will be payable by you when required to pay for the Goods and Services.

14.3 Issue of tax invoice: We will issue a tax invoice for any taxable supply to you, which will enable you, if permitted by the GST Law, to claim a credit for GST paid by you.

14.4 Third party supplies: If GST is payable for a taxable supply by a third party, we will request that party to provide you with a tax invoice.

15. CREDIT INFORMATION

15.1 You agree that we may obtain from a credit reporting agency a credit report containing personal credit information about you in relation to credit provided by us to you which is in excess of \$10,000.

15.2 You agree that we may exchange information about you with those credit providers either named as trade referees by you or named in a consumer credit report issued by a credit reporting agency for the following purposes:

15.2.1 to assess an application by you; and/or

15.2.2 to notify other credit providers of a default by you; and/or

15.2.3 to exchange information with other credit providers as to the status of this credit account, where you are in default with other credit providers; and/or

15.2.4 to assess your creditworthiness.

15.3 You understand that the information exchanged can include anything about your creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the *Privacy Act 1988* (Cth).

15.4 You consent to us being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) of *Privacy Act 1988* (Cth)).

15.5 You agree that personal credit information provided may be used and retained by us for the following purposes (and for other purposes as shall be agreed between you and us or required by law from time to time):

15.5.1 the provision of Goods and/or Services; and/or

15.5.2 the marketing of Goods and/or Services by us, our agents or distributors; and/or

15.5.3 analysing, verifying and/or checking your credit, payment and/or status in relation to the provision of Goods and/or Services; and/or

15.5.4 processing any payment instructions, direct debit facilities and/or credit facilities requested by you; and/or

15.5.5 enabling the daily operation of your account and/or the collection of amounts outstanding in your account in relation to the Goods and/or Services.

15.6 We may give information about you to a credit reporting agency for the following purposes:

15.6.1 to obtain a consumer credit report about you; and

15.6.2 allow the credit reporting agency to create or maintain a credit information file containing information about you.

15.7 The information given to the credit reporting agency may include:

15.7.1 Personal particulars (name, gender, address, previous addresses, date of birth, name of employer and driver's licence number);

15.7.2 details concerning your application for credit or commercial credit and the amount requested;

15.7.3 advice that we are a current credit provider to you;

15.7.4 advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than 60 days, and for which debt collection action has been started;

15.7.5 that your overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;

15.7.6 information that, in our opinion, you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations);

15.7.7 advice that cheques drawn by you for one hundred dollars (\$100) or more, have been dishonoured more than once; and

15.7.8 that credit provided to you by us has been paid or otherwise discharged.

16. GENERAL

16.1 **Indemnity:** You hereby indemnify and keep us indemnified in respect of all damages, losses, costs and expenses (including legal costs) that we may incur as a result of your breach or alleged breach of these Terms + Conditions.

16.2 **Termination:** If a Default Event occurs:

16.2.1 we may, without limiting any other right we have under these Terms + Conditions, by notice in writing to you (including by post or by email or any method of electronic communication) immediately terminate any outstanding Order or Proposal (whether accepted or not) and any contract for the supply of Goods or Services to you; and

16.2.2 all Payments and any other amounts due under these Terms + Conditions upon termination shall become immediately payable.

16.3 **Non-Solicitation:** You agree not (either directly or indirectly) to canvass, solicit, or entice away any the Company's Personnel or induce or attempt to induce any of the Company's Personnel to terminate or not renew any contract or arrangement that any of the Company's Personnel have with the Company. This obligation survives without limit in time. We reserve the right to commence legal proceedings or seek injunctive relief in the event of a breach of this clause.

16.4 **Lawful purpose:** You shall ensure that the Goods and Services are used only for lawful purposes and in accordance with any applicable laws.

16.5 **Binding:** These Terms + Conditions shall bind our successors, administrators and permitted assigns and your executors and permitted assigns, or, being a company, its successors, administrators and permitted assigns.

16.6 **Time of the essence:** Time shall be of the essence in relation to any date or period under these Terms + Conditions.

16.7 **New Terms + Conditions:** If we adopt new terms and conditions for the sale of Goods and Services from time to time:

16.7.1 you will be given written notice if you are a Customer at the relevant time; and

16.7.2 they will apply to the supply of Goods and Services after you accept such new terms and conditions.

16.8 **Variation:** In addition to the rights in clause 3.2 and subject to your rights under law including the ACL, we may vary these Terms + Conditions by providing you with not less than 30 days' prior written notice.

16.9 **Force Majeure:** If a Force Majeure Event occurs, we may:

16.9.1 totally or partially suspend any Order or Proposal, any part of an Order or Proposal or any deliveries relating to an Order or Proposal during any period in which we may be prevented or hindered from delivering by our normal means of supply or delivery due to that Force Majeure Event; and

16.9.2 elect to extend at our discretion the period for performance of an obligation under these Terms +

Conditions as is reasonable in all the circumstances.

16.10 **Severability:** Each clause in these Terms + Conditions is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.

16.11 **Waiver:** No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.

16.12 **Assignment:** We may without notice assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Terms + Conditions. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under these Terms + Conditions without our prior written consent.

16.13 **Disputes:** you agree in good faith to seek to resolve any dispute that may arise by amicable means without resorting to dispute resolution through the courts. In this context you agree to raise any issues of concern in writing and provide relevant documentation promptly to facilitate discussion of any relevant issues or claims. This provision does not prevent the issue of legal proceedings or the seeking of injunctive relief by either party.

16.14 **Governing law:** These Terms + Conditions shall be governed by the laws of the State of New South Wales.

17. DICTIONARY + INTERPRETATION

17.1 **Personal pronouns:** Except where the context otherwise provides or requires:

17.1.1 the terms **we**, **us** or **our** refers to the Company; and

17.1.2 the terms **you** or **your** refers to the Customer or Client.

17.2 **Dictionary:** In these Terms + Conditions, unless otherwise provided or the context requires, the following terms shall have their meaning as specified:

ACL means the Australian Consumer Law under the *Consumer and Competition Act 2010* (Cth) as amended.

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, Australia and concludes at 5.00 pm on that day.

Collateral means property that is the subject of a security interest.

Company means Computer Services & Technologies Pty Limited (ABN 84 002 389 237

of Unit 22 / 11-21 Underwood Road,
Homebush NSW 2140, Australia.

Customer or **Client** means any person or entity that places an Order with us, or accepts a Proposal, or agrees by conduct or by virtue of notice or otherwise to be bound by these Terms + Conditions, including any related company, related party, officer and authorised person of the relevant person.

Default Event means any one of the following events:

- (a) you fail to make any payment when due, whether for Goods or Services or otherwise;
- (b) you breach these Terms + Conditions which breach is not capable of remedy or (where capable of remedy) is not remedied within 5 days of a written request by us to remedy the breach;
- (c) you are subject to a Winding Up;
- (d) a receiver is appointed in respect of you;
- (e) you become insolvent, bankrupt or commit an act of bankruptcy;
- (f) you are unable to pay your debts as they fall due;
- (g) proceedings are commenced or an application is made for the appointment of any persons listed in items (b) or (c) above in respect of you;
- (h) a mortgagee or their agent enters into possession of your assets; or
- (i) you breach any licence agreement or collateral agreement to which you are a party in relation to any Goods or Services.

Force Majeure Event means circumstances beyond our reasonable control shall include, but not be limited to compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency, computer downtime, civil or military authority, acts of God, pandemics, endemics, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, labour or material shortages, riots, insurrections, defaults of our suppliers or subcontractors, delays in transportation, or loss or damage to Goods in transit.

Goods means goods sold or provided by the Company from time to time, including software.

Grantor means the person who has the interest in property to which a security interest is attached.

GST means a goods and services tax, or a similar value added tax, levied or imposed by the GST Law.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Invoice unless otherwise agreed means the invoice issued upon the shipping of the Goods or Services specified in the Order or Proposal accepted.

Intellectual Property Rights means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights and all extensions and renewals thereof anywhere in the world which currently exist and/or are recognised in the future.

Material means any material in which you have Intellectual Property Rights provided by you for use by us in the production, development and supply of the Goods or Services to you.

Order means an order for Goods or Services in writing received by us.

Payment means payment of any amount due in accordance with these Terms + Conditions.

Personnel means, in relation to a person, that person's officers, employees, agents, nominees, authorised representatives, carriers, delegates and sub-contractors.

PPSA means the *Personal Property Securities Act 2009* (Cth) as amended.

PMSI means a purchase money security interest as defined by section 14 of the PPSA.

Product Specific Terms + Conditions means a document or the relevant section of a document (which may include a Proposal) identified as Product Specific Terms + Conditions which details specific terms + conditions or features of particular Goods or Services.

Proposal means a quotation by us for the supply of particular Goods or Services containing details as specified in clause 2.2.

Secured Party means a person who holds the benefit of a security interest.

Security Agreement means the security agreement set out in clause 12 (**Security Interest + Title**).

Security Interest means the security interest created in clause 12 (**Security Interest + Title**).

Service Level Agreement means a service level agreement.

Services means services provided by us from time to time.

Support Agreement means an agreement for the provision of support services.

Terms + Conditions means this document and includes (subject to clause 1.3 in respect of conflicts), any relevant Product Specific Terms + Conditions.

Winding Up means commencing to be wound up, or suffering a provisional liquidator, liquidator, official manager or any other administrator of the affairs of insolvent companies to be appointed.