

STANDARD TERMS AND CONDITIONS

1 General

- (i) These conditions of sale apply to any sale of items, equipment or services of Combined Communications Pty Limited (CC) or, where a quotation is made, they will apply to that quotation.
- (ii) CC may vary these Standard Terms and Conditions (**these Terms**) from time to time. The purchaser agrees that the ordering of any goods or services after the notice of variation will be an acceptance of these Terms as varied.
- (iii) No variation or cancellation of any of these Terms will be binding on CC unless agreed by CC in writing. No agent or representative of CC has authority to waive or alter this clause.
- (iv) The purchaser, and any agent or employee of the purchaser, may place orders for goods or services on the purchaser's account with CC by telephone, writing, email, or facsimile transmission.

2 Precedence

- (i) In the event of conflict between these Terms and any terms that may be included in any document by the purchaser, then these Terms will prevail unless expressly agreed to the contrary by CC. If any term contained in these Terms is contrary to or prohibited by law then these Terms will be modified only to the extent of excluding that part of these Terms affected.

3 Acceptance

- (i) A quotation by CC is only an invitation to treat and is not an offer to sell or contract. CC reserves the right to accept or decline any order for goods or services. Where CC accepts an order, it may cancel the order at any time before its delivery, in which case CC will be under no obligation in respect of the order or its cancellation.

4 Prices

- (i) All prices are subject to change and all orders are accepted by CC on the condition that they will be invoiced at the prices in effect at the date of dispatch of the order by CC for delivery.
- (ii) Where the price applicable to an order changes between its acceptance by CC and its dispatch, CC will give the purchaser notice of the change, and the purchaser will be entitled to cancel the order within 24 hours of the said notice being given. If the order is not cancelled within this time, it will be deemed to have been confirmed by the purchaser at the new price.
- (iii) All prices shown in published catalogues or price lists are recommended selling prices only, and there is no obligation on the part of any reseller to maintain such prices.
- (iv) CC may at its discretion require the payment of a surcharge for the acceptance of orders below \$100, or such other threshold as CC may decide from time to time.

5 Goods & Services Tax

- (i) All prices quoted by CC do not include GST unless specifically stated otherwise.

6 Terms of Payment

- (i) Unless agreed by CC to the contrary in writing, the purchaser must pay for all orders before they will be delivered by CC.
- (ii) If CC grants the purchaser credit, the purchaser must strictly adhere to those terms of credit, time being of the essence in respect of any payments.
- (iii) Despite any credit terms that CC may grant to a purchaser, CC may at any time suspend the extension of credit to the purchaser without notice and require the purchaser to pay for orders, including orders already placed, before they will be delivered by CC.

7 Delivery

- (i) CC will use its reasonable endeavours to deliver goods and services as quoted or requested by the purchaser, but delivery time is not guaranteed nor is it of the essence. CC will not be liable for any loss or damage of any nature arising out of delay in the delivery of goods or services. Quoted delivery dates are subject to confirmation when CC accepts an order.

8 Goods Returned for Credit

- (i) Goods will not be accepted for credit without the prior approval of CC's nearest sales office. CC is not under any obligation to approve any return.
- (ii) In the case of the return of stock purchased by CC at the purchaser's order, credit will only be allowed if the original manufacturer or supplier also accepts the return.
- (iii) All goods returned must be in their original containers and must not be shop soiled, obsolete, or shop damaged. CC may reject the return of such goods or credit them at a reduced rate.
- (iv) Cut lengths of cable will not be accepted for return under any circumstances.
- (v) Any request to return goods must be accompanied by the goods' original invoice number and date.
- (vi) Any goods approved for return will be returned by freight paid for by the purchaser, and may be subject to a 25% restocking fee at the absolute discretion of CC.

9 Cancellation or Variation

- (i) An order may, at the option of CC, be terminated in the event of insolvency of the purchaser or of execution being levied against any of the property of the purchaser or of the purchaser being placed in administration or liquidation, whether voluntary or otherwise, or of a mortgagee entering into possession of any assets of the purchaser.
- (ii) Except as otherwise provided in these Terms, an order may only be cancelled or varied by the purchaser if CC accepts the cancellation or variation in writing and the purchaser indemnifies CC against any loss or damage caused by the cancellation or variation.
- (iii) Scheduled orders may be varied as to quantities and delivery dates provided a minimum 6 weeks' notice is given by the purchaser.

10 Inspection and Disputes

- (i) The purchaser must give written notice to CC of any charge appearing on an invoice that it disputes within 24 hours of receipt of the invoice.
- (ii) The purchaser has 7 days from the delivery of goods within which to provide to CC written notice of any claim for alleged failure to comply with the purchaser's order, including by way of shortfall, defect, incorrect delivery or otherwise, or of any other claim relating to the goods. If the purchaser fails to provide such written notice within the stipulated time period, then CC will be deemed to have complied with the purchaser's order in all respects including delivery, quantity and quality.
- (iii) Where notice is given by the purchaser of a dispute or claim under this clause, the purchaser must still pay for all other charges and goods not the subject of a dispute.
- (iv) Without limitation to the other provisions of this clause, where the purchaser fails to give a written notice under this clause the purchaser must pay the full amount invoiced by CC without any deduction or set-off, and must bring any claim that it alleges that it may have despite the lack of notice by way of a separate action and after paying the amount invoiced by CC.

11 Risk and Transit

- (i) Risk passes in any goods upon dispatch of the goods by CC for delivery to the purchaser, and responsibility for insurance during transit rests with the purchaser.
- (ii) CC is not responsible for any loss or damage to goods in transit, including as a result of inadequate packaging, but is limited in its obligation to delivery of the goods to the carrier in good order. Any claim for damage in transit is between the purchaser and the carrier.
- (iii) The purchaser may, by appointment with CC, collect goods ordered by it or retain its own carrier to collect the goods.

12 Purchaser's Specifications

- (i) CC will not be deemed to have agreed to comply with any specification or drawings referred to in any order unless such specifications or drawings have been produced to CC and have been signed or sealed on behalf of CC prior to shipment or delivery and returned to the purchaser.

13 Purchaser's Default

- (i) Without limitation to any other rights that CC may have, the purchaser agrees that if the purchaser fails to pay to CC any amount as it is due on any account, CC may:
 - a) Cancel the manufacture or delivery, installation, commissioning or testing of any goods then outstanding, with the purchaser being liable for any loss or damage caused as a result of such cancellation;
 - b) Retain any security given or money paid by the purchaser or available through the enforcement of guarantees or security bonds;
 - c) Take such steps as CC may deem necessary to mitigate its loss, including the putting to use, hiring out, sale or disposal of any goods supplied or to be supplied to the purchaser;
 - d) Charge interest on overdue amounts at a rate of 15% per annum, accruing on a daily basis.
- (ii) In the event of any breach of any obligation owed by the purchaser to CC, including any obligation of payment, the purchaser will be indemnify CC against all costs occasioned by that breach or in enforcing CC's rights in relation to it, including any commercial agent costs and any legal costs calculated on an indemnity basis.
- (iii) To secure payment of all monies that may become payable to CC under these Terms the purchaser charges in favour of CC all of right, title and interest in any real property owned by the purchaser or that may hereafter be acquired by the purchaser, and consent to CC lodging a caveat or caveats noting its interest pursuant to this clause. The purchaser indemnifies CC for any expenses, including by way of stamp duty, incurred as a result of this clause or the exercise of CC's rights under it.

14 Retention of Title

- (i) Title and ownership to goods supplied by CC to the purchaser remains with CC until all monies owing by the purchaser to CC on any account whatsoever have been paid in full to CC. The purchaser acknowledges that CC's rights under this clause constitute a security interest under the *Personal Property Securities Act 2009 (PPSA)*.
- (ii) Until title in the goods passes to the purchaser such goods will be held by the purchaser as bailee of CC, and the purchaser must store the goods separately, in good condition, and in such a way that clearly indicates CC's ownership of the goods, and the purchaser must not bail, pledge, mortgage, obtain or grant a lien over, lease or assign by way other than any security in the goods or their proceeds.
- (iii) The purchaser must keep all goods supplied by CC for which it has made payment separate from any goods for which it has not yet made payment, in such a manner that the goods for which payment has not been made can be readily identified.
- (iv) If it is necessary to determine at any point in time whether any goods supplied to the purchaser have or have not been paid for by the purchaser, the onus will be on the purchaser to establish and prove that payment has been made for the stock. If the purchaser is unable to establish that the goods supplied by CC have been paid for, CC and the purchaser agree and acknowledge that such goods have not been paid for.
- (v) CC by its servants or agents will be entitled to enter upon any premises for any purpose connected with or in relation to the protection or enforcement of the rights of CC to the goods.
- (vi) The purchaser will be liable for the payment of all costs, charges and expenses incurred by CC on a full indemnity basis by way of liquidated damages (including legal costs, repossession costs and costs of any mercantile agent) of any attempt made by or on behalf of CC to enforce its rights under this clause.
- (vii) The purchaser will notify CC in writing of any intended sale of the purchaser's business that includes or purports to include goods supplied by CC for which the purchaser has not paid for in full.
- (viii) The purchaser will give CC at least 14 days' notice of any proposed change in the purchaser's name, address, facsimile number, email address or trading name.
- (ix) The purchaser will pay all costs incurred by CC in registering and maintaining a financing statement under the PPSA or exercising any rights under the PPSA, including the costs of executing any subordination agreements.
- (x) The purchaser will not give any amendment demand within the meaning of section 178 of the PPSA to CC. The purchaser will be liable to pay CC its full costs, including legal costs on a full indemnity basis, of obtaining any order under section 182 of the PPSA.
- (xi) The purchaser waives its rights under sections 95, 118, 121(4), 123, 129(2), 129(3)(a), 130(1)(a), 132(3)(d), 132(4), 135(1)(a), 142, and 143 of the PPSA. The purchaser waives the right to receive notice of verification statements pursuant to section 157 of the PPSA.
- (xii) The purchaser will, on the request of CC, procure and provide to CC any information that CC considers to be relevant to its security position, including copies of any other security agreements to which the purchaser may be a party.
- (xiii) If the purchaser is located outside of Australia, or intends to transport any goods supplied by CC outside of Australia, the purchaser will inform CC of this fact, inform CC of any legislation of similar nature of effect in the country or countries to which the goods are to be transported, and will meet all reasonable requests of CC to ensure that CC's rights under this clause 14 are enforceable under that legislation.

15 Law and Jurisdiction

- (i) This agreement is governed by the laws of New South Wales and the Commonwealth of Australia.
- (ii) The parties submit to the jurisdiction of the Courts of New South Wales and the Commonwealth of Australia. Any proceeding brought in the Federal Court of Australia must be instituted in its New South Wales District Registry.

I hereby accept Combined Communications Pty Ltd Standard Terms and Conditions and confirm I have the authority to sign this on behalf of the purchaser.

Purchaser Company/Bus. Name: (Please print) _____

ABN _____

Authorised Representative Name: (Please print) _____

Position _____

Signature _____ Date _____

16 Guarantee and Indemnity

- In consideration of CC agreeing to trade with the purchaser, I/we (**the guarantors**):
 - (i) Jointly and severally guarantee to CC the due and punctual payment by the purchaser of all monies payable to CC and the performance of all obligations owed by the purchaser to CC, either under these Terms or on any other account.
 - (ii) Jointly and severally indemnify CC against any losses, liabilities and expenses that it may incur (including legal expenses on a full indemnity basis) due to:
 - a) Any failure of the purchaser to pay money due to CC or to perform any obligation owed by the purchaser to CC, either under these Terms or on any other account;
 - b) Any unenforceability of these Terms, or any obligation connected with these terms, against the purchaser; or
 - c) CC's inability to recover any money from the purchaser, or any obligation of CC to return such money to the purchaser after payment.
- The indemnity extends to money that is unrecoverable and obligations that are unenforceable, including by reason of any legal limitation, incapacity or disability affecting the purchaser, any aspect of any transaction being void, illegal, voidable or unenforceable, or any other fact matter or circumstance.
- (iii) Agree that the obligations under this clause 16 are not affected by any indulgence, compromise or release granted by CC to the purchaser or to any of the guarantors, or any unenforceability of this clause as against any of the guarantors (including by reason of their failure to execute this document or their withdrawal from it).
- (iv) To secure payment of all monies that may become payable to CC under these terms or under this clause 16 charge in favour of CC all of right, title and interest in any real property owned by the guarantors or that may hereafter be acquired by the guarantors, and consent to CC lodging a caveat or caveats noting its interest pursuant to this clause.
- (v) Agree that until the obligations owed under this clause 16 have been irrevocably paid and performed in full, the guarantors will not exercise any right of subrogation to the purchaser and may not exercise any rights as surety in competition with CC.

Guarantor 1 Name: (Please print) _____

Guarantor 1 Address: (Please print) _____

Signature _____ Date _____

Guarantor 2 Name: (Please print) _____

Guarantor 2 Address: (Please print) _____

Signature _____ Date _____

Witness Name: (please print) _____

Witness Address: (please print) _____

Signature _____ Date _____