

Conditions of Provision of Goods & Services

Purchase of goods and services from IA Technology Group Pty Ltd are subject to the following terms and conditions. By purchasing or receiving goods or services from IA Technology Group, you accept the following terms and conditions, without limitation or qualification.

1. Definitions

In these conditions:

"Conditions" means these Conditions of Provision of Goods and Services;

"Customer" means a person, firm or corporation, jointly and severally if there is more than one, acquiring goods or services from IA Technology Group;

"goods" means goods supplied by IA Technology Group to the Customer;

"Express Service" means goods or services provided by IA Technology Group at the customer's premises within two hours of the Customer requesting services from IA Technology Group;

"GPO" means the central Post Office in the nearest Capital City;

"Same Day Service" means services provided by IA Technology Group on the same day as the service is requested, provided that a booking is made by the Customer prior to 2:00pm.

"Services" means services supplied by IA Technology Group to the Customer; and

"IA Technology Group" means IA Technology Group Pty Ltd ATF IA Technology Group Unit Trust (ABN 22 958 336 547).

2. Basis of Contract

- 2.1 Unless otherwise agreed by IA Technology Group in writing, these Conditions apply exclusively to every contract for the sale of goods or services by IA Technology Group to the Customer and cannot be varied or supplanted by any other conditions without the prior written consent of IA Technology Group.
- 2.2 Any written quotation provided by IA Technology Group to the Customer concerning the proposed supply of goods or services is valid for 30 days and is an invitation only to the Customer to place an order based upon that quotation. The Conditions may include additional terms in IA Technology Group's quotation, which are not inconsistent with the Conditions.
- 2.3 All hard drive quotes are subject to changes in manufacturer pricing.

3 Charges and Payment

- 3.1 Payment for goods and services must be made by cash, cheque or credit card upon requesting the provision of goods or services, unless the Customer has a credit account with IA Technology Group.
- 3.2 All IA Technology Group on-site visits are chargeable and are charged in hour units. Any part thereof is chargeable at the same rate as a full hour.
- 3.3 All goods supplied by IA Technology Group are charged separately from the services.
- 3.4 Where there is any change in the costs incurred by IA Technology Group in relation to the goods or services, IA Technology Group may vary its price for goods or services on order to take account of any such change, without giving notice to the Customer.
- 3.5 Call-out fees may be applied at rates dependent on the Customer's suburb.

4. Payment Default

- 4.1 If the Customer defaults in payment by the due date of any amount payable to IA Technology Group, or if any cheque drawn by the Customer is dishonoured, then all money which would become payable by the Customer to IA Technology Group at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and IA Technology Group may, without prejudice to any other remedy available to it:-
- (a) charge the Customer interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 plus 4 per cent for the period from the due date until the date of payment in full;
 - (b) charge the Customer for all expenses and costs (including legal costs on a solicitor/own client basis and dishonoured cheque fees) incurred by it resulting from the default and in taking whatever action it deems appropriate to recover any sum due;
 - (c) cease or suspend for such period as IA Technology Group thinks fit, supply of any further goods or services to the Customer;
 - (d) by notice in writing to the Customer, terminate any contract with the Customer so far as unperformed by IA Technology Group; without effect on the accrued rights of IA Technology Group under any contract.
 - (e) limit access to network resources to users at the Customer's premises
 - (f) temporarily change any passwords on the Customer's network
- 4.2 Clauses 4.1(c) and 4.1(d) may also be relied upon, at the option of IA Technology Group:
- (a) where the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or
 - (b) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

5. Passing of Property

- 5.1 Until full payment in cleared funds is received by IA Technology Group for all goods supplied by it to the Customer, as well as all other amounts owing to IA Technology Group by the Customer:-
- (a) title and property in all goods remain vested in IA Technology Group and do not pass to the Customer;
 - (b) the Customer must hold the goods as fiduciary bailee and agent for IA Technology Group;
 - (c) the Customer must keep the goods separate from its goods and maintain the labelling and packaging of the goods; the Customer is required to hold the proceeds of any sale of the goods on trust for IA Technology Group in a separate account however failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee;
 - (e) IA Technology Group may without notice, enter any premises where it suspects the goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of IA Technology Group, and for this purpose the Customer irrevocably licences IA Technology Group to enter such premises and also indemnifies IA Technology Group from and against all costs, claims, demands or actions by any party arising from such action.

6. Risk and Insurance

The risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods will pass to the Customer immediately upon delivery of the goods to the premises nominated by the Customer.

7. Performance of contract

Any period or date for delivery of goods or provision of services stated by IA Technology Group is intended as an estimate only and is not a contractual commitment. IA Technology Group will use its best reasonable endeavours to meet any estimated dates for delivery of the goods or completion of the services.

8. IA Technology Group Warranties

- 8.1 If IA Technology Group is not able to diagnose the cause of any hardware or software problem, then no charge will apply to the Customer. IA Technology Group does not warrant that it will be able to fix all problems, which it diagnoses.
- 8.2 All goods and services supplied shall be free from defects in materials and workmanship for a period of 30 days from the date of delivery.
- 8.3 This warranty does not apply in circumstances where: (a) the goods or services are not defective; (b) the goods were used or services required for a purpose other than for which they were intended; (c) the goods were repaired, modified or altered by any person other than IA Technology Group; (d) the defect has arisen due to misuse, neglect or accident; (e) the defect has arisen due to normal wear and tear on the goods; (f) the goods have not been stored or maintained as recommended by IA Technology Group or the manufacturer; or (g) the Customer is in breach of the Conditions.

9. Liability

- 9.1 Except as specifically set out herein, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
- 9.2 Replacement or repair of the goods or resupply of the services is the absolute limit of IA Technology Group's liability howsoever arising under or in connection with the description, quality, condition, performance, assembly, manufacture, design, merchantability or fitness for purpose of the goods or services or alternatively the sale, use of, storage or any other dealings with the goods or service by the Customer or any third party.
- 9.3 IA Technology Group is not liable for any program or data loss or damage by any Customer arising directly or indirectly from the provision of the goods or services.
- 9.4 Any replacement of parts under warranty will be carried out at the premises nominated by IA Technology Group. The cost and risk of transport of any defective part to the nominated premises is the responsibility of the Customer.
- 9.5 IA Technology Group is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.
- 9.6 IA Technology Group will not be liable for any loss or damage suffered by the Customer where IA Technology Group has failed to meet any delivery date or cancels or suspends the supply of goods or services.
- 9.7 Nothing in the Conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

10. Copyright in Software

- 10.1 IA Technology Group will not be responsible to the Customer or

any third party for any breach of any software licence in respect of software provided to IA Technology Group by the Customer to be installed on a Customer's computer.

10.2 The Customer hereby indemnifies IA Technology Group against any loss, damage, costs, harm or other expense whatsoever arising either directly or indirectly as a result of IA Technology Group installing software at the request of the Customer.

10.3 All copyright in custom software remains the sole property of IA Technology Group unless alternate arrangements are made as part of a separate Software Agreement

11. Cancellation

11.1 If, through circumstances beyond the control of IA Technology Group, IA Technology Group is unable to effect delivery or provision of goods or services, then IA Technology Group may cancel the Customer's order (even if it has already been accepted) by notice in writing to the Customer.

11.2 If the Customer gives less than 2 hours notice to IA Technology Group to cancel any request for service for goods or services, then IA Technology Group may charge a cancellation fee of at least \$22 for the loss and damage caused or the full quoted call out fee, whichever is greater.