

CONDITIONS OF PROVISION OF GOODS & SERVICES

Purchase of goods and services from Axiom Networking Solutions are subject to the following terms and conditions. By purchasing or receiving goods or services from Axiom Networking Solutions, you accept the following terms and conditions, without limitation or qualification. Nothing in these Terms and Conditions will exclude, restrict or modify any condition or warranty required by law. The current version of these Terms may be viewed at Axiom's website at www.axiom1.net.

1. Definitions

In these conditions:

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"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 Axiom Networking Solutions;
"goods" means goods supplied by Axiom Networking Solutions to the Customer;
"services" means services supplied by Axiom Networking Solutions to the Customer; and
"Axiom Networking Solutions" or "the company" means Axiom Networking Solutions (ABN 68 248 828 561).

2. Basis of Contract

- a. Unless otherwise agreed by Axiom Networking Solutions in writing, these Conditions apply exclusively to every contract for the sale of goods or services by Axiom Networking Solutions to the Customer and cannot be varied or supplanted by any other conditions without the prior written consent of Axiom Networking Solutions.
- b. Any written quotation provided by Axiom Networking Solutions to the Customer concerning the proposed supply of goods or services is valid for 7 days and is an invitation only to the Customer to place an order based upon that quotation. The Conditions may include additional terms in Axiom Networking Solutions' quotation which are not inconsistent with the Conditions.

3. Terms Of Payment, Fees & Charges

- 3.1 All payments for goods are strictly cash/direct deposit or cheque prior to delivery of the goods unless the Customer has an approved credit account with Axiom Networking Solutions.
- 3.2 All payments for services are strictly cash/direct deposit or cheque on or prior to the completion of the provision of services unless the Customer has a credit account with Axiom Networking Solutions.
- 3.3 To pay by direct deposit, the Customer will need to transfer the specified amount in Australian Dollars directly into Axiom Networking Solutions' bank account using the details provided. To ensure that we can correctly match the Customer's payment to their order, the Customer should include the Invoice number as a reference with payment. Axiom Networking Solutions also require that the Customer send notification and details of payment by email or fax. Axiom Networking Solutions are not liable for direct deposit payments that, for any reason, do not arrive in our account.
- 3.4 Cheques must be payable to Axiom Networking Solutions, and include the invoice number and/or a copy of the invoice. Please mail payment to: *Axiom Networking Solutions, PO Box 334, Jimboomba, Qld, 4280, Attn: Accounts Payable.*
- 3.5 All new accounts will operate for at least a period of three (3) months on a 'Cash' basis before they will be considered for credit terms, unless special terms have been documented and agreed to in writing. Such Agreements with individual clients may cause modification to these trading terms.
- 3.6 Even if the Customer has a credit account, any purchase order for goods made over five hundred dollars (\$500.00) must be paid by cash, bank cheque, or direct deposit and is subject to funds clearance prior to delivery of goods.
- 3.7 Any cheques returned by the bank either as dishonoured or for representation shall attract a fee of thirty dollars (\$30 ex GST) each time. A personal cheque payment over \$1000 must be accompanied by ID – Drivers Licence Number and Address.
- 3.8 Any queries in respect of the invoice shall be given to Axiom Networking Solutions in writing within fourteen (14) days of the date of the invoice, otherwise the Customer will be deemed to have accepted the goods in satisfaction of the Customer's order. Axiom Networking Solutions shall not be obliged to provide any further breakdown of the invoice. In the event that the Customer requires a breakdown of an invoice, then upon payment of Axiom Networking Solution's costs of administration charged at \$80.00 per hour (ex GST), the further breakdown will be provided to the Customer.
- 3.9 Where any part of an invoice is in dispute, the balance not in dispute will be paid in accordance with account terms.
- 3.10 Where there is any change in the costs incurred by Axiom Networking Solutions in relation to the goods or services, Axiom Networking Solutions may vary its price for goods or services on order to take account of any such change, without giving notice to the Customer.
- 3.11 Call-out fees may be applied at rates dependent on the Customer's location.

- 3.12 If the Customer fails to comply with any terms of payment or defaults in payment by the due date of any amount payable to Axiom Networking Solutions, or if any cheque drawn by the Customer is dishonoured, then all money which would become payable by the Customer to Axiom Networking Solutions at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and Axiom Networking Solutions 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 Axiom Networking Solutions 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 Axiom Networking Solutions; without effect on the accrued rights of Axiom Networking Solutions under any contract.
- 3.13 Clauses 3.12(c) and 3.12(d) may also be relied upon, at the option of Axiom Networking Solutions:
 - (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.
- 3.14 The Customer agrees to reimburse the company for any legal or collection expenses if such are sustained in order to recover amounts due under these Conditions.

4. Insurance

- 4.1 Axiom Networking Solutions is under no obligation to insure the goods after they have left its place of business, after which the goods will be at the Customer's risk.

5. Delivery

- 5.1 Delivery times advised to the Customer are estimates only and Axiom Networking Solutions will not be liable for any loss, damage or delay suffered or incurred by the Customer arising from late or non-delivery of goods.
- 5.2 Subject to stock availability and in accordance with the payment conditions outlined above, component orders shall be dispatched the following working day after the receipt of purchase order. Subject to stock availability and in accordance with the payment conditions outlined above, system orders will be dispatched 5-7 working days after receipt of payment (cleared funds).

6. Service

- 6.1 Any service or advice which may be offered by the company, its servants or agents to the Customer is rendered in good faith, with due care and skill. All goods and services will be provided by the company in merchantable quality, and fit for the purpose for which the company is aware that they are intended to serve. Liability is limited to re-supplying the service.
- 6.2 Unless otherwise stated in writing, services are provided under the following conditions: (i) Service is provided during normal working hours, 0800 to 1700, Monday to Friday. After hours service is by prior arrangement only and is charged at time and a half (i.e. 1.5 hours used per hour) unless otherwise agreed in writing; (ii) A minimum of an hour's labour is charged per site visit, during normal working hours. On completion of the first hour, onsite labour is charged in 15 minute blocks; (iii) An emergency service on a Public Holiday will be charged a minimum of four hours at time and a half; (iv) Remote support is charged in 15 minute blocks if more than 5 minutes is required to respond to an enquiry.

7. Performance of Contract

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

8. Cancellation

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

- 8.2 If the Customer gives less than 2 hours notice to Axiom Networking Solutions to cancel any request for service for goods or services, then Axiom Networking Solutions may charge a cancellation fee of at least \$22 (ex GST) for the loss and damage caused or the full quoted call out fee, whichever is greater.
- ## 9. Product Specification
- 9.1 Every effort is made to ensure that specifications, drawings and other information in correspondence, catalogues, etc are correct and accurate, but no warranty is given in respect of them, and Axiom Networking Solutions shall not be liable for any error in them.
- 9.2 Axiom Networking Solutions reserves the right to discontinue and to modify designs and change specifications of any product included in its price list.
- ## 10. Copyright in Software
- 10.1 Axiom Networking Solutions will not be responsible to the Customer or any third party for any breach of any software licence in respect of software provided to Axiom Networking Solutions by the Customer to be installed on a Customer's computer.
- 10.2 The Customer hereby indemnifies Axiom Networking Solutions against any loss, damage, costs, harm or other expense whatsoever arising either directly or indirectly as a result of Axiom Networking Solutions installing software at the request of the Customer.
- ## 11. Claims
- 11.1 Claims for shortages of goods should be made immediately upon receipt of goods and no claim will be recognised unless made within 7 days from receipt of the consignment in respect of which the shortage is alleged. Claims for goods not received must be made within 7 days of order of the goods and reference made to the appropriate order number.
- ## 12. Return Of Goods For Credit
- 12.1 You must notify us by phone, email or fax within 24 hours of delivery if there is a problem with your Order. All returns of goods must be approved in advance, by Axiom Networking Solutions and must be issued a Return Authorisation Number. The RA number needs to be clearly marked on a removable sticker on the carton. Please DO NOT write the RA number directly on the box as all goods need to be returned in original condition. Return authorisations will only be issued where Axiom Networking Solutions believes the Goods to be genuinely faulty or incorrect from the descriptions provided by you. If items are missing from your Order, we will dispatch them immediately, at no extra cost to you.
- 12.2 You are responsible for the cost of returning any Goods to us. Goods sent COD will not be accepted. When returning Goods, the Customer must ensure that they are adequately packaged to reduce the risk of being damaged in transit. Items that are insufficiently or incorrectly packaged will not be accepted for refund or return. Axiom Networking Solutions is not liable for any Goods that are lost or damaged in transit to us.
- ## 13. Warranties
- 13.1 If Axiom Networking Solutions is not able to diagnose the cause of any hardware or software problem, then no charge will apply to the Customer. Axiom Networking Solutions does not warrant that it will be able to fix all problems, which it diagnoses.
- 13.2 Goods supplied, unless specified otherwise, are covered by their respective manufacturers' warranties, not by Axiom Networking Solutions, and should be returned by the Customer at their own cost to Axiom Networking Solutions. Please refer to warranty documentation that accompanies the goods for details.
- 13.3 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 Axiom Networking Solutions; (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 Axiom Networking Solutions or the manufacturer; or (g) the Customer is in breach of the Conditions.
- ## 14. Goods Or Parts Outside Warranty
- 14.1 All parts required, and goods for repair and outside warranty should be returned by the Customer at their own cost to Axiom Networking Solutions, PO Box 334, Jimboomba, QLD 4280, Ph: (07) 5541 0028.
- ## 15. Liability
- 15.1 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.
- 15.2 Replacement or repair of the goods or resupply of the services is the absolute limit of Axiom Networking Solutions'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.
- 15.3 Axiom Networking Solutions 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.
- 15.4 Any replacement of parts under warranty will be carried out at the premises nominated by Axiom Networking Solutions. The cost and risk of transport of any defective part to the nominated premises is the responsibility of the Customer.
- 15.5 Axiom Networking Solutions 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.
- 15.6 Axiom Networking Solutions will not be liable for any loss or damage suffered by the Customer where Axiom Networking Solutions has failed to meet any delivery date or cancels or suspends the supply of goods or services.
- 15.7 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.
- ## 16. Retention Of Title
- 16.1 Until full payment in cleared funds is received by Axiom Networking Solutions for all goods supplied by it to the Customer, as well as all other amounts owing to Axiom Networking Solutions by the Customer: -
- (a) title and property in all goods remain vested in Axiom Networking Solutions and do not pass to the Customer;
 - (b) the Customer must hold the goods as fiduciary bailee and agent for Axiom Networking Solutions;
 - (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 Axiom Networking Solutions in a separate account however failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee;
 - (e) Axiom Networking Solutions 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 Axiom Networking Solutions, and for this purpose the Customer irrevocably licences Axiom Networking Solutions to enter such premises and also indemnifies Axiom Networking Solutions from and against all costs, claims, demands or actions by any party arising from such action.
- ## 17. Binding Acceptance
- 17.1 Axiom Networking Solutions reserves the right to amend the terms of this agreement at our discretion, by giving the Customer notice by mail, e-mail or by posting on Axiom Networking Solutions' website. The Customer's continued use of the company now or following any amendments in these Terms and Conditions will constitute a binding acceptance by the Customer of such Terms and Conditions and amendments.