

TERMS AND CONDITIONS OF SALE – PART A (GENERAL)

Introduction

This document details the Terms and Conditions of Sale applicable to customers of Veritech Corporation Pty Limited (ABN:57 147 747 715). This Part A section explains the Terms and Conditions of Sale as a broad overview, and then the Contractual Details are specified in Part B. Clients may take a copy for their own reference, or can view the Terms and Conditions at <http://www.veritechcorp.com.au/terms>

A1. Overview of Services

- Veritech Corporation offers Professional Services and products in the broad area of Information Technology.
- Our services are charged out based on an hourly rate per Consultant, or at a quoted rate if negotiated otherwise. Rates may vary depending on the Consultant who provides the services.
- The minimum interval charged for work conducted is set at 6 minutes (1/10th hour).
- Professional services may be provided at Customer's sites, from our office, via remote access, or email or telephone support. Services may also be provided in cases where Consultants are authorised to act on behalf of our Clients with related third parties. The applicable fee will be charged for any of these instances unless quoted otherwise.

A2. Quotes and Estimates

- Unless stated otherwise, all prices are presented exclusive of Australian Goods and Services Tax (GST).
- Due to the nature of our field, and inherent complexity of networked systems, we are unable to predict the precise times required for problem identification and resolution. Therefore, unless stated otherwise, any discussion, correspondence, reference or allowance for Professional Services to be conducted for a Client is presented as an estimate only, and is not a fixed price quotation.
- All estimates are valid for seven days only from the time of writing unless noted otherwise.
- Quotes for goods do not include the freight cost from our suppliers to our office (unless freight cost is explicitly noted). Freight costs are on-charged to the Customer at cost.

A3. Overtime Penalty

- Our standard hours of work are 8:30 to 5:30 PM on weekdays excluding public holidays. Any work conducted outside of these hours will be charged at an overtime rate.
- The overtime rate is currently 1.5 times the standard charge-out rate for a consultant. This rate may be changed at any time.
- Allowance must be made for sufficient travel time to permit consultants to travel back to the Veritech office in Griffith. Travel time must be within the standard hours, otherwise it will be charged at an overtime rate.
- Under normal circumstances, overtime will not be conducted without prior approval from the Client. However, there may be circumstances where we are compelled to conduct overtime without notice. This may include, but is not limited to, travel time to/from our office, emergency after hours work, or additional time on site requested by the Client or its representative(s).

A4. Billing of Services

- Payment of Services invoices are required in full by the "Date Due" as printed on each Invoice, or within 30 days of the invoice date, whichever is the lesser.
- As part of billing, Veritech Invoices generally provide a reasonable level of detail about the chargeable services rendered, as well as the time taken for each set of tasks.
- The recording of Services rendered is an integral part of the service we provide, and is included in the chargeable time.
- Consultants charge for time spent on a task from its beginning to end, including the documentation thereof, subtracting any breaks which occur in between. Only the total time spent on a set of tasks is shown on the detailed invoice.
- Travel from or to our office is included in charged time if it is related to the service being offered.

A6. Sales of Goods

- Any purchase of equipment or goods (as distinct from Services) through Veritech Corporation is subject to either PREPAID or COD – Cash on Delivery terms. Payment in full is required according to those terms.
- Freight costs are on-charged to clients for all items ordered in specifically for sale to the client. The freight charge is payable as soon as delivery has been made.
- Transfer of title does not occur until payment is received in full, as described in the section 'Contractual Details'.
- Veritech may charge additional interest charges on outstanding amounts not paid within the Invoice terms.

A5. Payment Methods

- Our preferred payment method is via direct deposit into our bank account. Please ask for our current bank account details.
- Customers must notify Veritech about any deposits into our account. Our preferred method for remittance advices is via email to accounts@veritechcorp.com.au
- We also accept various other forms of payment which may vary from time to time.

A7. Default and Consequences of Default

- Veritech will engage "EC Credit Control", or any other debt recovery agency of its choice should the Customer default on any payment regardless of the contract status quo as described in the following Contractual Details.
- The Customer gives Veritech the right to market any debt incurred by the Customer.
- The Customer agrees for Veritech to add any costs of debt recovery – from the debt recovery agency, legal costs, or otherwise, to the debt of the Customer.

A8. Credit Terms

- This document is not a credit application nor is it an indication of any sort of credit terms approval. Clients requesting credit terms are required to complete an additional form known as the Credit Application.

Copies of our Terms and Conditions are available at <http://veritechcorp.com.au/terms>

TERMS AND CONDITIONS OF SALE – PART B (CONTRACTUAL)

Definitions

B1. In these terms and conditions (“Terms and Conditions”), “**Contract**” means the contract for the supply of Products resulting from the acceptance by the Seller of an Order in accordance with clause B2; “**Customer**” means any person who enters into a Contract with the Seller for the sale and purchase of Products and includes the Customer’s permitted assigns, successors, employees, servants and agents; “**Loss**” means any damage, loss, liability, expense or cost whether direct or indirect, consequential or incidental; “**Order**” means an order placed by an intending Customer with the Seller for the supply of Products; “**Seller**” means Veritech Corporation Pty Limited (ABN 57 147 747 715); “**Products**” means all products supplied or to be supplied by the Seller from time to time and includes (but is not restricted to) services such as consultancy, technical support, travel and on—charged costs. “**Price**” means, unless the contrary intention appears, the Price for which a Product or service (or multiples thereof) is sold pursuant to the Terms and Conditions and is the amount payable by the Customer, inclusive of any GST payable by the Seller, in respect of the sale.

The Contract

B2. (a) These Terms and Conditions supersede all previous terms and conditions imposed by the Seller. The Terms and Conditions should be read in full, comprising the two parts, the section of General Information, and this section known as “Contractual Details”.

(b) Each Order will constitute an offer by the Customer to acquire Products from the Seller upon and subject to the Terms and Conditions herein. The Order may be documented or verbal. A contract will be made between the Seller and the Customer for the sale and purchase of Products only on acceptance of an Order by the Seller, which may be by delivery of all or part of the Products ordered.

Delivery

B3. Unless otherwise agreed, the Seller will arrange for delivery of the Products. Risk of Loss to Products will pass to the Customer on the earlier of collection of Products by the Customer; delivery of Products to the Customer; and delivery of Products by the Seller to a carrier for the purpose of delivering Products to the Customer. The Seller will not be liable for any delay in delivery of Products.

Product Returns

B4. The Customer will have no claim for shortages or defects in respect of any Products apparent on inspection unless a written complaint is delivered to the Seller within 10 days of receipt of the Products specifying the shortage and defect. The Seller will only, at its option, accept the return of, or give credit for Products where: the Customer has complied with this clause B4; the Seller is satisfied as to the claim by the Customer; in the case of Products that have at the request of the Customer been specifically sourced, the supplier of such Products will accept return of the Products for credit; and, if the Seller elects to have the Products returned, the Products are returned to the Seller in the same condition as when first delivered to the Customer with the relevant invoice number and date of Order. All Products returned will be subject to a minimum handling charge of 20% of the invoiced price except in the case of defective Products or Products incorrectly supplied. In the case of buy-ins against Customer Order, credit will only be allowed if the original manufacturer/supplier also accepts the return. Requests for Proof of Delivery may only be made within 30 days of delivery date.

Prices and Credit

B5. Prices for Products are set in accordance with the Seller’s price list which is subject to change from time to time. The price payable is the price quoted as at the date of raising of an invoice in respect of the Products. Where the Customer has been granted credit facilities by the Seller, the price of Products is due and payable in accordance with the terms and conditions of the credit facilities. If credit facilities have not been granted to the Customer, the price of Products may be paid on delivery.

Title

B6. Property in and ownership of Products remains with the Seller and will not pass to the Customer until all Products have been paid for in full and all other debts owing to the Seller by the Customer have been paid in full. The Customer acknowledges that until such time as the property in and ownership of products passes to the Customer in accordance with this clause B6, the Customer is in possession of the Products for and on behalf of the Seller as a fiduciary bailee and agent. Upon taking delivery of Products the Customer must keep the Products identifiably separate from other goods stocked, held or sold on the Customer’s premises to enable the products to be identified and must not remove from the products any documentation affixed to or referring to the Products. The Seller, by giving 2 days notice to the Customer is entitled to enter the Customer’s premises and inspect the Products.

Unsolicited Engagement and the Remedy Payment

B7. If Customer or any of its related entities or agents acts to engage, hire or somehow utilise either directly or indirectly the services of the Seller’s employees in a means outside of the normal engagement of the Seller, then this is considered as a Loss of income (both real and prospective) for the Seller, and the Customer agrees to then remit a ‘Remedy Payment’ to the Seller. This Remedy Payment is enforceable when the engagement of current or ex-employees of the Seller is within a geographical radius of 160km from a Veritech Office, and within 12 months of Customer having raised an Order in the case of current employees or within 12 months from the employee termination date in the case of ex-employees. The Remedy Payment is calculated as the total value of Orders over the last 12 months of business, multiplied by three. The Remedy Payment is payable in full within 20 months of the last fulfilled Order, and if not paid within that time then accrues at 10% per month compound calculated on any outstanding balances.

Limitation of Liability

B8. (a) Except only for such rights and remedies which the Customer has in respect of the supply of products under the Trade Practices Act and other applicable laws and which cannot be lawfully excluded, restricted or modified, the Customer agrees that: (1) all conditions and warranties whether statutory or otherwise are excluded in relation to the Products and any services provided by the Seller; and (2) the Seller will not be liable for any Loss (other than in accordance with clause B4) which the Customer suffers, incurs or is liable for in connection with supply or non supply of the Products under these Terms and Conditions, the promotion or sale of the Products by the Customer, or the provision of services by the Seller.

Where the Seller is permitted under the Trade Practices Act or other applicable laws to limit its liability for the breach of a condition or warranty that is implied by the Trade Practices Act or any other applicable laws the Seller’s liability is limited to: (1) in the case of Products, any one of the following as determined by the Seller; (i) the replacement of the Products or the supply of equivalent Products; (ii) the repair of the products; (iii) the payment of the cost of replacing the Products or of acquiring equivalent Products; or (iv) the payment of the cost of having the Products repaired: (2) in the case of services

any one of the following as determined by the Seller: (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again.

- (b) The Customer acknowledges that it has not relied upon any representation made by the Seller which has not been stated expressly in these Terms and Conditions. Any representation, advice, recommendation, information or assistance provided by the Seller in relation to Products supplied or their use or application must not be relied upon by the Customer and the Customer acknowledges that it is the responsibility of the Customer to satisfy itself as to the appropriate use or application of Products and that the Products are suitable for any particular purpose. The Customer indemnifies the Seller against all Loss incurred by the Seller in connection with any act or omission of the Customer including, but not limited to, negligence of the Customer or any unauthorised representation made or warranty given by the Customer in connection with Products.

Termination

- B9. (a) It is an event of termination if: (1) the Customer breaches or fails to observe any of the terms of these Terms and Conditions; (2) the Customer trades outside the terms and conditions of the Customer's credit facilities (if any); (3) the Customer becomes insolvent, the Customer enters into bankruptcy or the Seller notifies in writing the Customer of its view that the Customer is in financial difficulties; (4) an administrator or receiver is appointed over all or any of the business undertaking of the Customer or the Customer is served with a statutory demand pursuant to the Corporations Law; or any guarantor of the Customer's indebtedness to the Seller revokes its guarantee.
- (c) If an event of termination as specified in clause B8(a) occurs the Seller will have an immediate right to possession of Products held by the Customer and all amounts owing by the Customer in respect of the Products together with all other debts owing by the Customer to the Seller will become due and payable and must be paid by the Customer on demand by the Seller. Further, the Seller will be entitled (without prejudice to any other right or remedy provided under these Terms and Conditions or otherwise) to do any one or more of the following; (1) suspend indefinitely all further deliveries of Products in respect of the Order or any other Orders being processed for delivery and cancel and Order or refuse to accept any further Orders; (2) cancel any credit facility provided to the Customer; (3) require the return of all Products the property in, and ownership of, has not passed in accordance with clause B6; (4) engage the services of a debt recovery agency to recover the debts owed, (5) pass on the costs of debt recovery and legal and other costs to the Customer, (6) terminate the Contract by written notice to the Customer.
- (d) Where the Customer trades outside the Terms and Conditions of the Customer's credit facilities or the supply of Product to the Customer will result in the Customer trading outside the Terms and Conditions of the Customer's credit facilities and, in particular, the credit limit in force from time to time, the Seller may, among other things, refuse to supply Products to the Customer irrespective of whether an Order has been accepted or not and will not be liable for any Loss resulting directly or indirectly from such action.

Force Majeure

- B10. The Seller will not be liable for any Loss incurred as a result of delay or failure to observe any of these Terms and Conditions due to an event or force majeure, being any cause or circumstance beyond the Seller's control, or due to any failure or delay in performance caused by lack of production capacity, staff unavailability, failure of supply by suppliers of the Seller, shortage of parts, any strikes, floods, lock-outs, labour disputes, fires, acts of God or public enemy, malicious or accidental damage, delays in transport, or restrictions or prohibitions by any government or any semi-government authorities or embargoes.

Privacy Act Notice and Consents

- B11. (a) The Customer agrees that the Seller may give certain information about the Customer to a credit reporting agency to obtain a credit report about the Customer. (The information which may be given is covered by the s18E(1) of the Privacy Act 1988 (the "Act") and includes identity particulars and the fact that the Customer is entering this Agreement).
- (b) The Customer agrees that the Seller may seek and obtain information about the Customer from a credit reporting agency or another credit provider and give information about the Customer to another credit provider. (This may include anything about credit worthiness, history, standing or capacity, including information about Commercial credit, which credit providers are permitted by the Act to obtain or receive).
- (c) If the Customer is a natural person, the Seller may collect personal information about you including but not limited to your electronic contact details such as email ("your personal information"). If you are a business Customer we may collect information about your business including but not limited to your electronic contact details such as email ("your business information"). You acknowledge and agree that we may use your personal information or business information to send commercial electronic messages, as defined under the *Spam Act 2003 (Cth)*.