



TERMS AND CONDITIONS OF SALE

INTEPRETATION

In these terms and conditions unless the context otherwise requires:

"the Company" means Also Technology Pty Ltd.

"the Buyer" means a person, a business, a company or a party to any contractual agreement with the Company, subject to these terms and conditions.

"goods" means all the goods supplied by the Company to the Buyer.

PRICES

All prices in the price list & guides are exclusive of GST and are subject to change without prior notice.

ORDERS

Placement of an order by the Buyer assumes acknowledgment and acceptance of terms and conditions herein. No provisions of the Buyers order shall override any provisions of these terms and conditions. All orders must be confirmed on an official purchase order. To ensure prompt delivery of the Buyers order:

a: the Buyer should provide the following information:

- i) Company name
- ii) Contact & phone number
- iii) Postal and delivery address
- iv) Purchase order number (the Company only ship goods on receipt of a signed P/O)
- v) Product code, product description, quantity required
- vi) Price (if the price the buyer quotes varies from the Company current price list, the Company will call before processing the Buyers order)

b: The Buyer should state whether:

- i) An order confirmation is required
- ii) Partial delivery of P/O will be accepted
- iii) The invoice should be posted separately (the Company usually includes the invoice with the goods)
- iv) The buyer will be picking up the goods or delivery arrangements are required

Please allow two hours for order processing and packaging. (Only applicable for parts)

MINIMUM ORDER VALUE

Due to cost of processing & handling, **ALL** orders received that are less than \$100 shall attract a \$16.50 Processing Fee.

DELIVERY

A freight service to the metropolitan area is available for Buyers at a minimum cost of \$7.70 per box (50cm (w) x 50cm (h) x 70cm (l) 20kg max). The Buyer may pick up the goods from the Companies warehouse between the hours of 9:30am-5:15pm. If the Buyer is using a courier service for this purpose, please make sure that the courier has a contact name at the Company and knows which Buyer they are picking up for.

For delivery outside the metropolitan area, the Buyer may nominate a courier of their choice, or the Companies courier, which will be charged at the appropriate rate. Either way, the Buyer must advise delivery instructions on their order at the time of order so that the Companies warehouse crew can arrange dispatch of the goods.

Delivery of goods shall be the Buyers own responsibility & expense.

The Company is not responsible for any loss or damage that is incurred to goods in transit. The Buyer shall bare all transportation, insurance, taxes, duties or documentation charges from the place of dispatch until delivery to the Buyer.

TERMS OF PAYMENT:

Terms are strictly CFBD (Clear Funds Before Delivery). All dispatches of orders are subject to bank clearances. Orders more than \$5000.00 must be made using clear funds, i.e. bank cheque or cash deposits. For goods requiring delivery, direct deposits can be made at any branch of the National Australia Bank.

It is important that the Buyer faxes a copy of the deposit slip along with company details or the order, for prompt release of goods.

DIRECT DEPOSIT DETAILS

SYDNEY

MELBOURNE

BANK: National Australia Bank
BRANCH: Bondi
BSB: 082 140
ACCOUNT: 62 685-4454
AC NAME: Also Technology Pty Ltd

ABN 28 064 555 719

The Company reserves the right to charge interest at 9% per month, such interest to be calculated on the balance of all amounts outstanding and not paid to Also Technology P/L by the due date. In addition, any dishonoured cheques will attract an administration fee of \$33.00 each time.

REMINDER. It is against the law to first issue a cheque without having sufficient funds to honour it.

All expenses, costs or disbursements incurred in recovering any outstanding monies including debt collection fees and legal costs will be paid by the Buyer, providing such fees do not exceed the usual charges as made by such debt collection agencies or solicitors.

MAJOR CREDIT CARDS

The Company gladly accepts cash payments from Visa, Bankcard and MasterCard; however an administration fee 2% applies to credit card facility. (Subject to presentation of suitable identification). An Authorisation letter must be attached included the copy of cardholder's driver license if paid by third party's credit card.

CREDIT APPLICATIONS

All new Buyers will operate for at least a period of three (3) months on a 'clear funds before delivery' basis before they will be considered for credit terms. All credit applications must be approved before credit terms will be accepted on an order. Where the Company has extended credit terms, the Company retains the right to vary or withdraw credit facilities at any time. Payment of credit accounts become due when either the time limit or dollars limit is reached. If accounts are overdue they will be placed on hold until fully paid. Where any part of an invoice is in dispute the balance not in dispute will be paid in accordance with account terms. Any disputed amount must be documented in writing with proof of receipt confirmed in writing by the Company.

Any errors on the invoice or in delivery must be notified to the Company strictly within 7 days of invoice. No credits for overcharges or returned stock shall be accepted outside these terms.

TITLE OF GOODS

- a) Notwithstanding that delivery of goods may have been made, legal title to any such good provided by ALSO TECHNOLOGY PTY LTD shall not pass to any party until all monies due and owing to it by the customer in relation to any account in full have been received by ALSO TECHNOLOGY PTY LTD and ALSO TECHNOLOGY PTY LTD reserve the right to hold all the warranty goods and suspend all further purchasing Orders until payment is so received.
- b) Buyer shall take delivery of the goods at buyer's nominated address and risk in respect of the goods shall pass on such delivery.
- c) ALSO TECHNOLOGY P/L may at any time terminate any contract relating to the goods & the bailment without notice to the buyer and may there upon take possession of the goods.
- d) Buyer authorizes ALSO TECHNOLOGY PTY LTD by its servants or agents to enter any premises owned, leased or otherwise occupied by reasonable force to obtain such possessions.
- e) If the goods are sold by the buyer, buyer acknowledges that such sale as buyer for and on behalf of ALSO TECHNOLOGY PTY LTD to hold the proceeds of sales on trust for ALSO TECHNOLOGY PTY LTD until payment in full to ALSO TECHNOLOGY PTY LTD is received.

ORDER CANCELLATION

No order may be cancelled by the Buyer except with consent from the Company in writing and on terms which will indemnify the Company against all loss. In the event of an authorized cancellation, a restocking fee of 15% of the invoice will be charged.

WARRANTY

Vogue systems come with 2 years labour and 2 years parts, (RTB) and all goods when purchased as parts have 12 months warranty (RTB), unless specified on the invoice. All software related claims are not included in the warranty, and are chargeable.

Warranty does not cover damage from accident, misuse, abuse, neglect, wear and tear, or attempted repair or tampering by an unauthorised person. The Company will not be liable for direct or consequent damages, and remedy is limited to cost of replacing or acquiring similar goods. (Canon, HP, SONY, MITSUBISHI, NETCOMM, UPSONIC and PANASONIC retail products should be repaired at your nearest service center, for more information please contact our RA officer. All goods return for warranty that contain any user data, would be assumed that the Buyer has made a backup his/her data, and that accepts that the company accepts no responsibility for any data or configurations lost, during any claim.

WARRANTY RETURNS

For all goods that are return to base warranty, customers are responsible for freight & insurance to and from the Company. Goods returned for warranty must bear the Company warranty label, and should be attention to the SERVICE DEPARTMENT, and clearly displaying the RA number, together with the RA form completed and enclosed. Failure to complete this form or this instruction shall either result in rejection of claim or delay in warranty.

WARRANTY PENALTY

Company reserves the right to hold the warranty goods if any contract between company and the buyer are breached.

A service charge of \$55.00 will apply if goods returned faulty are subsequently found to be in good condition. No responsibility is accepted after 90 days of notification for goods not picked, or arranged for collection.

RETURN OF STOCK

The Company will not accept goods returned for credit; unless prior arrangements have been made in writing and that the goods are returned within 7 days. All goods returned for credit are subject to a 15% administration fee. All goods returned must be in its complete and original condition. All refunds are provided as credit notes only.

SPECIALNOTE!

All prices listed, in this terms of trade, are inclusive of GST.

SYDNEY

MELBOURNE

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