

Unless otherwise agreed by Meers & Associates Pty Ltd, all goods and services sold by MA are subject to these Terms.

1. Definitions

Unless otherwise indicated, in these Terms:

“*Account*” means an approved MA trading account with a Customer;

“*Business Hours*” means Monday to Friday 8.30am to 5.00pm.

“*COB*” means close of business at the end of Business Hours.

“*Customer*” means the person, company, organisation or partnership for whom an Account is opened;

“*GST*” has the meaning set out in the GST Act;

“*GST Act*” means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related law;

“*MA*” means Meers & Associates Pty Ltd (ABN 48 075 527 632), trading as MA Technology Solutions;

“*Order*” means an order for MA goods or services placed by the Customer or their authorised representative;

“*Order Confirmation*” means a written confirmation of a customer order executed by an authorised representative of MA;

“*Prices*” means MA’s current recommended standard prices for goods or services;

“*Quotation*” means a written quotation by MA for the supply of goods or services which may include Special Conditions;

“*Special Conditions*” means any special terms and conditions relevant which apply to MA’s sale of goods or services; and

“*Terms*” means these general terms and conditions of sale as amended by MA from time to time.

“*Weekend*” means from midnight Friday night to start of business Monday.

2. Precedence of Documents

In the event of conflict or inconsistency between these Terms, a Quotation or the Customer’s specifications for goods or services, those documents will be interpreted in the following descending order of priority:

- 2.1. A Quotation and the Special Conditions (if any); and then
- 2.2. These Terms; and then
- 2.3. The Customer’s specifications for goods or services.

3. Quotations

- 3.1. Unless otherwise stated, all Quotations are valid for 14 days from the date of the Quotation. Thereafter, all Quotations are subject to review and reconfirmation by MA.
- 3.2. The prices and delivery lead times set out in a Quotation are based on the quantities of goods or services offered by MA to the Customer in the Quotation. MA reserves the right to adjust its quoted prices or delivery lead times if the quantities ordered by the Customer differ from the quantities set out in the relevant Quotation.

4. Prices

- 4.1. Unless otherwise stated, all Prices set out in MA price lists are subject to variation without

notice. The Customer acknowledges and agrees that all orders accepted by MA are on the condition that they will be invoiced at Prices current at the date of despatch by MA.

- 4.2. Unless otherwise stated, all labour services outside of business hours will (before GST is applied) attract overtime rate at 1.5 times the hourly rate for the first 4 hours following COB on weekdays and 2 times thereafter, and 2 times the hourly rate on weekends.
- 4.3. Unless otherwise stated, all support calls for labour services outside of business hours have a minimum 4 hours charge times the applicable overtime rate.

5. Payment

- 5.1. Subject to clause 5.4, payment terms for Customer Accounts is strictly 7 days from receipt of MA invoice. In all other instances payment will be strictly COD.
- 5.2. All MA invoices must be paid in full by the Customer without set-off. All disputed amounts must be lodged in writing before due date.
- 5.3. If Customer payment of an invoice is more than 7 days overdue, MA may stop credit on the Customer’s Account.
- 5.4. MA may agree in writing to alternative payment terms with some Customers subject to such further terms and conditions as MA may at its discretion require.

6. GST

Unless otherwise stated, all Prices (including prices set out in Quotations) are GST exclusive and MA may recover from the Customer GST and any duties or taxes which may be imposed on or in relation to any supply of goods and/or services by MA to the Customer.

7. Verbal instructions

MA is not liable for errors or omissions arising from acting in accordance with or misinterpretation of the Customer’s verbal instructions concerning MA supply of goods or services.

8. Order Confirmation

MA will provide the Customer with an Order Confirmation as evidence of MA’s acceptance of the relevant Order and until such provision, no binding contract between the parties will have been formed.

9. Cancellation of Orders

Once accepted by MA, Orders cannot be cancelled without MA’s prior approval and then only on terms which indemnify MA against all costs or losses which arise as a result of such cancellation.

10. Delivery and freight

- 10.1. Delivery lead times set out in an Order Confirmation are MA’s best estimates only. MA will not be liable for any loss, damage or delay suffered by the Customer arising from late delivery of goods or services by MA or either party’s nominated carrier. MA will not be liable for any penalty for late delivery.
- 10.2. All orders despatched will be delivered by the Customer’s nominated carrier or, by MA’s

nominated carrier with a freight charge included on the invoice, unless other arrangements have been made.

11. Insurance and risk

- 11.1. Unless otherwise agreed, insurance cover will not be arranged by MA for delivered goods to the Customer.
- 11.2. Risk in goods passes to the Customer when the goods are received into the possession of MA or the Customer's nominated carrier.

12. Title in goods

MA reserves the following rights until ordered goods are paid for in full by the Customer:

- 12.1. legal ownership of the goods;
- 12.2. the right to enter the Customer's premises (or the premises of any associated company or agent where the goods are located) without liability for the tort of trespass or any resulting damage and re take possession of the goods; and
- 12.3. The right to keep or resell any goods repossessed pursuant to clause 12.2.

13. Warranty

- 13.1. All goods supplied by MA are subject to the manufacturer's warranty (if any) which commences from the date of despatch of goods by MA.
- 13.2. Except as otherwise provided in clause 13.1 and to the extent permitted by law, MA excludes all warranties whether express, implied, statutory or otherwise relating in any way to the subject matter of these Terms.
- 13.3. Subject to clause 13.2, MA's liability is limited to circumstances where:
 - a. If the breach relates to goods:
 - b. repairing or replacing the goods; or
 - c. paying the cost of having the goods repaired or replaced; and
 - d. if the breach relates to services:
 - e. supplying the services again; or
 - f. paying the cost of having the services supplied again.

14. Liability

Except as may otherwise be provided in these Terms, MA will not be liable for:

- 14.1. Any loss of profits or any other consequential loss or damage suffered by the Customer as a result of any defect in workmanship, material or design of the goods or
- 14.2. Any breach of these Terms by MA or its employees or representatives.

15. Returns

- 15.1. The Customer may only return goods for replacement or credit with MA's prior written consent. However, MA will not accept return of goods made to special or custom order.
- 15.2. The Customer may return goods if it has requested and obtained a return authority (RA) form MA for the goods.
- 15.3. All goods returned pursuant to an RA:

- a. must be in original packaging and condition, including all relevant cables, manuals and accessories;
- b. must be accompanied by a detailed fault description including the Customer's Order number and MA's original invoice number relating to the goods.

15.4. MA may reject returned goods or may charge the Customer a restocking fee if the goods are not in original and saleable condition.

15.5. MA reserves the right to reject returns of faulty or damaged goods if MA considers the fault claimed is unjustified after inspection.

16. Master Service Agreement

In the event the parties enter into a Master Service Agreement (MSA), that MSA will take precedence over these Terms.

17. Force Majeure

In any delay occurs which is beyond MA's reasonable control (*Force Majeure Event*):

- 17.1. MA will be entitled to suspend delivery of or to delay the delivery time for an Order for the duration of the Force Majeure Event; and
- 17.2. MA will not be liable for any loss or damage suffered by the Customer as a result of such suspension or delay.

18. General

- 18.1. No variation to these Terms will have any force or effect without MA's prior written consent.
- 18.2. These Terms are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales any court hearing appeals from those courts.