

ANYTIME IT TERMS AND CONDITIONS OF SALE & SERVICE  
ABN 25 128 625 016

#### DEFINITIONS

"Delivery" means standard Anytime IT shipping to and arrival at the receiving area at the "Ship To" address specified in Customer's order.

"Products" means hardware, Software, documentation, accessories, supplies, parts and upgrades that are determined by Anytime IT to be available from Anytime IT upon receipt of Customer's order. "Custom Products" means Products modified, designed or manufactured to meet Customer requirements.

"Software" means one or more programs capable of operating on a controller, processor or other hardware Product ("Device") and related documentation. Software is either a separate Product, included with another Product ("Bundled Software"), or fixed in a Device and not removable in normal operation ("Firmware").

"Software License" means the Software license grant and general license terms set forth herein. Each Software License has a corresponding License Fee.

"Specifications" means specific technical information about Manufacturer Products which is published in Manufacturer Product manuals and technical data sheets in effect on the date Anytime IT ships Customer's order.

"Support" means hardware maintenance and repair; Software updates and maintenance; training; and other standard support services provided by Anytime IT.

"Custom Support" means any agreed non-standard Support, including consulting and custom project services.

"Use" means storing, loading, installing, executing or displaying Software on a Device.

#### PRICES

Prices are valid for the period quoted by Anytime IT or for the applicable purchase agreement ordering period, whichever expires first. Product prices for an order remain valid for seven days from the original order date unless otherwise quoted by Anytime IT. Change orders that extend Delivery beyond those validity periods become new orders at prices in effect when Anytime IT receives the change orders.

Prices are exclusive of, and Customer will pay, applicable sales, use, consumption, goods and services tax, or taxation of a similar nature ("GST"), if any. If GST is payable in relation to any supply made by Anytime IT to Customer then the price will be adjusted by adding an amount equal to the amount of the GST to which the supply is subject and the amount of such GST can be recouped from Customer at any time.

#### ORDERS

A deposit of 50% of cost must accompany Customer purchase order, unless agreed otherwise in writing by Anytime IT

All orders are subject to acceptance by Anytime IT. Product orders must specify Delivery within Thirty (30) days from order date, unless otherwise agreed or quoted by Anytime IT.

Customer will specify Ship To addresses within Australia

Customer may only accept Anytime IT quotations by written purchase order in the form provided by us or otherwise approved by us.

Customer may not cancel an order, nor delay delivery, once quotation is accepted unless we agree in writing. In any event, Anytime IT may forfeit the deposit if Customer purports to cancel within 2 days of the due delivery date or for Custom Products Prices

Prices are exclusive of, and Customer will pay, applicable sales, use, consumption, goods and services tax, or taxation of a similar nature ("GST"), if any. If GST is payable in relation to any supply made by Anytime IT to Customer then the price will be adjusted by adding an amount equal to the amount of the GST to which the supply is subject and the amount of such GST can be recouped from Customer at any time. GST is itemised separately.

#### SHIPMENT, RISK OF LOSS OR DAMAGE, AND TITLE

Anytime IT will ship according to Anytime IT's standard commercial practice, and risk of loss or damage will pass from Anytime IT to Customer at the Ship To address.

If Customer requested special packing or shipping instructions are agreed to by Anytime IT, charges may be billed separately to Customer, and risk of loss or damage will pass to Customer on delivery to Customer's carrier or designate.

Shipping and handling charges will be listed separately on Anytime IT's invoice when not included in the Product's purchase price.

Title to hardware Products will pass from Anytime IT to Customer upon full payment for or Delivery of the Products, whichever is later. Customer agrees to properly insure the Products for the benefit of Anytime IT between the time risk of loss or damage pass and the time title passes.

Anytime IT will make reasonable efforts to meet Customer's Shipment requirements. If Anytime IT is unable to meet Customer's Shipment requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order.

#### INSTALLATION AND ACCEPTANCE

Product installation information is available with Products, on quotations or upon request. Installation by Anytime IT, when included in the purchase price, is complete when the Product passes Anytime IT's standard installation and test procedures. Travel, accommodation, delivery and freight charges will apply outside the metropolitan area and interstate unless otherwise specified in the quotation or in writing by us. You must reimburse to us within 7 days of issue of our invoice, all our reasonable travel, accommodation and other out of pocket expenses.

For Products without installation included in the purchase price, acceptance by Customer occurs upon Delivery. For Products with installation included in the purchase price, acceptance by Customer occurs upon completion of installation by Anytime IT. If Customer schedules or delays installation by Anytime IT more than fourteen (14) days after Delivery, Customer acceptance of the Product(s) will occur on the 15th day after Delivery.

#### PAYMENT

Payment terms are subject to Anytime IT credit approval. Payment is due Seven (7) days from Anytime IT's invoice date, unless otherwise agreed or quoted by Anytime IT. Invoices for contractual support services and maintenance will be issued in advance of the Support period. Anytime IT may change credit or payment terms at any time when, in Anytime IT's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Anytime IT so warrants.

Anytime IT may discontinue performance and may terminate this agreement if Customer fails to pay any sum due, or fails to perform under this or any other Anytime IT agreement if, after ten (10) days written notice, the failure has not been cured.

You must pay us the remaining balance for the system on or before the installation date unless we have approved extended terms for payment.

In addition, if payment is overdue we may cancel or suspend delivery of other equipment, services or training yet to be delivered to you (including withdrawal of unpaid products onsite and software usage rights).

Customer may not deduct from the price any set off, counterclaim or other sum unless Anytime IT agrees in writing.

If either party ceases to carry on business, becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has an administrator, receiver or receiver and manager appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.

#### WARRANTY

Product warranty period and additional information is available with Products, on quotations, or upon request.

Anytime IT does not warrant that the operation of Products will be uninterrupted or error free. Anytime IT will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.

Warranties may no longer apply to defects resulting from: improper or inadequate maintenance by Customer; Customer or third party supplied software, interfacing or supplies; unauthorized modification; improper use or operation outside of the Specifications for the Product; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized maintenance or repair.

Anytime IT will remedy problems with the software, which results from an error in the system or faulty installation by us for a period of 12 months from the installation date. We will organise replacement of defective equipment within its manufacturer's warranty period (including repair or extended warranty), which results from a manufacturing defect (materials and workmanship)

Where allowed by law, our liability for breach of a condition or warranty of supply is limited to:

In cases of goods:

- a. The replacement of the goods or the supply of equivalent goods;
- b. The repair of the goods;
- c. The payment of the cost of replacing the goods or of acquiring equivalent goods; or
- d. The payment if the cost of having the goods repaired

In the cases of services:

- e. The supplying of the services again; or
- f. The payment of the cost of having the services supplied again. i.e. due to user error
- g. Additional charges will apply for maintenance service or agreement. Please refer to Anytime IT Maintenance Agreement Schedule Version 1.1

#### LIMITATION OF LIABILITY AND REMEDIES

To the extent permitted by law, if Anytime IT is held legally liable to Customer, Anytime IT's total liability is limited to its public liability insurance of \$20,000,000 AUS

To the extent permitted by law, in no event will Anytime IT or its affiliates, subcontractors or suppliers be liable for any of the following: any lost profits or savings, whether actual or potential; any lost revenue, contracts, customers, opportunities or goodwill, whether actual or potential; downtime costs; any loss of data, or software restoration; any damages relating to Customer's procurement of substitute products or services (i.e. "cost of cover"); or any incidental, indirect, special, economic, punitive or consequential loss or damage suffered or incurred by Customer whether or not Anytime IT was aware or should have been aware of the possibility of such loss or damage (but excluding payments described in Sub-Section H.2).

If you breach any contract with us, or if you are an individual and become an insolvent under administration under the Corporations Law, we may (in addition to our other rights) suspend or terminate any other contract with you by giving written notice to you. You are still to pay us for any outstanding monies

These Anytime IT Terms and Conditions of Sale and Service and any additional Sections constitute the entire agreement between Anytime IT and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. Customer's purchase or license of Products and Support will constitute Customer's acceptance of these Anytime IT Terms and Conditions of Sale and Service, which may not be changed except by an amendment signed by an authorized representative of each party.

Customer, who exports, re-exports or imports Products, technology or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations, and for obtaining required export and import authorizations. Anytime IT may suspend performance if Customer is in violation of applicable regulations.

A contract of supply is governed by the laws in force in the state of New South Wales, country of Australia

**TO THE EXTENT PERMITTED BY LAW, THE REMEDIES IN THESE Anytime IT TERMS AND CONDITIONS OF SALE AND SERVICE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.**

Pricing Schedule - Ex GST (may change without notice)

Normal Hours = Monday to Friday 8:30am to 5:30pm

After Hours = Any time outside above hours and days including public holidays

Normal Hourly Rate = \$150.00

Standard Normal Hours Call-Out Fee = \$300.00 (minimum 2 hours - includes one hour)

After Hours Hourly Rate = \$300.00

After Hours Call-Out Fee = \$1200.00 (minimum 4 hours - includes 2 hours)