

1. Our Contract with you

- 1.1. These Product Terms apply to the services ('Hardware and Software') provided by the Company ('us', 'we' or 'our') to the Customer ('you' or 'your') under the Brennan IT Order Form.
- 1.2. These Product terms, together with:
 - 1.2.1. The Brennan IT Order Form referencing these Product terms form the contract between us and you for the provision of Hardware-Software services.

2. Conditions

- 2.1. Each sale of goods is made upon and subject to these Terms & Conditions of sale and to the exclusion of any other terms and conditions (whether express or implied, oral or written) unless otherwise stated or acknowledged in writing by us.

3. Delivery

- 3.1. Our responsibility for delivery ceases at the receiving dock, office or street frontage of the address nominated for delivery.
- 3.2. If you request delivery at any other point, it is your responsibility to provide adequate and safe access for that purpose and to bear all risks of loss, damage including damage to the delivery vehicle or injury to persons or property including private or public property premises and vehicles.
- 3.3. The driver of the delivery vehicle may in his or her absolute discretion refuse to proceed beyond the street frontage.

4. Condition of goods on Delivery.

- 4.1. You must be ready to receive products as ordered at the time and designated site for delivery in accordance with clause 3.
- 4.2. It is your responsibility to inspect condition of the goods upon delivery for any damage/defects to packaging or the goods, the number of Products received, and you must concurrently notify the driver of the delivery vehicle of any such defects or damage by noting them on the bill of lading or the delivery receipt. You must keep a copy of the notation made for your records.
- 4.3. Unless any notice of defect/ damage or shortage of Products delivered is received by us as noted on the delivery documents either from the delivery carrier or you and is verified by your records, you will be deemed to have received the Products as ordered and accepted as being in good condition without any damage.

5. Verification of Hardware Products

- 5.1. Within forty eight (48) hours of accepting delivery of the Hardware products, you must notify us in writing of any discrepancies between the Order placed and the goods received including but not limited to the number of Products received and the specification of the Products received. For any such items which fail to meet the requirements of the Order placed, you must:
 - 5.1.1 - not try to use the unaccepted goods in any way ; and
 - 5.1.2 - retain all related packaging and documentation as is required to comply with the return conditions of the manufacturer of the Hardware Products to facilitate returns to the Manufacturer.
- 5.2. Strict compliance with clause 5.1 is required for any returned items after delivery is accepted.

6. Credit Terms

- 6.1. Companies wishing to gain credit terms with us should complete our Credit Application. We reserve the right to refuse credit to any client.
- 6.2. Overdue accounts may be charged interest at the interest rate charged by the Commonwealth Australia Bank to its prime commercial customers, which shall be calculated from the day in which the account becomes overdue.

7. Claims

- 7.1. Subject to paragraph 6, no claims will be recognised in respect of goods after the goods have been placed, attached to other goods or incorporated in a structure or computer network.
- 7.2. Goods are not returnable except within 7 days of receipt by prior agreement and goods in first condition only will be accepted for return. This excludes Customised Goods.
- 7.3. Acceptance of goods is subject to our visual inspection.
- 7.4. Inward and outward freight and administration fees are charged to your account.
- 7.5. Any charges/costs incurred as a result of your error or negligence shall be borne by you.
- 7.6. When goods are delivered and a receipt for the delivery cannot be obtained by the carrier/courier, we will not hold ourselves responsible to meet subsequent claims for shortages.
- 7.7. You are deemed to have accepted goods on delivery.

8. Consumer Protection

- 8.1. Nothing herein contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting, or modifying the application in relation to the supply of any goods pursuant to the contract of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act (hereunder collectively referred to as the 'Acts') which by law cannot be excluded, restricted or modified.
- 8.2. Provided that to the extent that any of the Acts permits us to limit our liability for the breach of any condition or warranty applying under or by the virtue of any of the Acts then our liability for any such breach shall be limited to the extent permitted by such Acts and subject thereto.
- 8.3. In the case of goods, such one or more of the following as we in our absolute discretion determine:
 - 8.3.1 - The replacement of goods or the supply of equivalent goods;
 - 8.3.2 - The repair of goods;
 - 8.3.3 - The re-supply of services
 - 8.3.4 - The payment of the cost of replacing the goods or of acquiring equivalent goods;
 - 8.3.5 - The payment of the cost of having the goods repaired.
- 8.4. It is your responsibility to satisfy yourself that the goods are of a description, quality and character suitable for the purpose for which they are purchased or any other purpose and subject to any provision of the Acts to the contrary, we shall not be liable in any way whatsoever for any loss or damage (including direct, indirect, special, general or consequential) however so arising from the sale or from the failure of you to satisfy yourself.

9. GST and Other Taxes

- 9.1. In addition to the price specified, you agree with us to pay to us any taxes (both Federal & State) imposed upon the supplier under this contract) including but not limited to, a Goods & Services Tax ("GST").
- 9.2. If the GST, or any existing taxes, duties or charges are varied (the Tax charge), during the term of this agreement, the cost of the Tax, or the cost of any increase in taxes, to us, will be borne by you as an increase in the price of the goods; and
- 9.3. The appropriate GST is payable by you to us with respect to and at the same time as all amounts which become payable by you to us under this Agreement.
- 9.4. For the purpose of the GST Act the ABN for BRENNAN IT PTY LIMITED is (29 082 699 367).

10. Customised Goods

- 10.1. This applies to goods that are customised to the requirements specified by you, which can no longer be considered to be off the shelf goods, which are those goods ordinarily sold.
- 10.2. This includes but is not limited to modifications to computer hardware to suit your modifications, pre-loading of software as specified by you, configuration of computer hardware or communication devices.
- 10.3. A surcharge applies to all customised goods and is detailed within the quote provided; this surcharge is not refundable if the order is cancelled.

- 10.4. Customised goods are not returnable, nor can any refund be made.
- 10.5. You acknowledge that you accept full liability for quantities ordered by you and that no variation to quantities ordered can be made. A new quotation must be requested.
- 10.6. A request by you for the cancellation of an order for customised goods is at the sole discretion of us.

11. PPS Law

- 11.1. This clause applies to the extent that the agreement we have with you provides for or contains a 'security interest' for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPS Law") (or part of it). The security interest granted to us is a 'purchase money security interest' ("PMSI") to the extent that it can be under section 14 of the PPS Law.
- 11.2. We may register our security interest. You must do anything (such as obtaining consents and signing documents) which we require for the purposes of:
 - 11.2.1 - Ensuring that our security interest is enforceable, perfected and otherwise effective under the PPS Law;
 - 11.2.2 - Enabling us to gain first priority (or any other priority agreed to us in writing) for our security interest; and
 - 11.2.3 - Enabling us to exercise rights in connection with the security interest.
- 11.3. Our rights under our agreement with you are in addition to and not in substitution for our rights under other law (including the PPS Law) and we may choose
- 11.4. The following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are "contracted out" of our agreement with you in respect of goods that are not used predominantly for personal, domestic or household purposes
 - 11.4.1 - Section 95 (notice of removal of accession to the extent it requires us to give a notice to you), 96 (retention of accession), 125 (obligations to dispose of or retain collateral); section 130 (notice of disposal to the extent it requires us to give a notice to you); section 132(3)(d) (contents of statement of account after disposal); section 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (re-instatement of security agreement).
- 11.5. The following provisions of the PPS Law:
 - 11.5.1 - Section 123 (seizing collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal by purchase); and section 134(1) (retention of collateral), confer rights on us. You agree that in addition to those rights, we shall, if there is default by you, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any hardware and/or Loan Equipment, not only under those sections but also, as additional and independent rights, under our agreement with you and you agree that we may do so in any manner we see fit including (in respect of dealing and disposal) by private or public sale, lease or licence.
- 11.6. You waive your rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.
- 11.7. We and you agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. You must do everything necessary on your part to ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement in this sub-clause is made solely for the purpose of allowing to us the benefit of section 275(6)(a) and we shall not be liable to pay damages or any other compensation or be subject to injunction if we breach this sub-clause.
- 11.8. You must not create, purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the hardware and/or Loan Equipment other than with our express written consent.
- 11.9. You must not lease, hire, bail or give possession of ("sub-hire") the equipment to anyone else unless we (in our absolute discretion) first consent in writing. Any such sub-hire must be in writing in a form acceptable to us and must be expressed to be subject to our rights under our agreement with you.
- 11.10. You must take all steps including registration under PPS Law as may be required to:
 - 11.10.1 - Ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;
 - 11.10.2 - Enabling us to gain (subject always to our rights) first priority (or any other priority we agree to in writing) for the security interest; and

- 11.10.3** - Enabling each of us to exercise our respective rights in connection with the security interest.
- 11.11.** We may recover from you the cost of doing anything under this clause, including registration fees and the costs of notification.

12. Third-Party Materials

- 12.1.** In providing a service we may supply you with materials (including software) licensed by third-parties.
- 12.2.** You must comply with the terms of the third-party license and you indemnify us against any loss, damage, claim, liability or demand we incur due to your breach of a third-party license.
- 12.3.** In the event that we supply you with third party materials pursuant to a multi year vendor agreement (“Multi-Year Agreement”) which spreads over a period of years, the Term as it appears in this order form and the Terms and Conditions of that Multi Year Agreement will apply to this Agreement.

13. Title and Risk

- 13.1.** Property in each unit of the goods shall pass to you when payment in full is received by us or on attachment to land or on the sale of the goods in the ordinary course of trade or on the merger of those goods with other goods, whichever occurs first.
- 13.2.** Unless title passes you hold the goods as bailee for us.
- 13.3.** You assume all risk in and for goods from the time of delivery.

14. Loan Equipment

- 14.1.** May install on your premises, loan or otherwise provide you with equipment (“Loan Equipment”). All Loan Equipment:
- 14.1.1** - remains our property;
- 14.1.2** - must only be used by you for the purposes of receiving services from us; and
- 14.1.3** - must be kept secured from loss or damage.
- 14.2.** If Loan Equipment in your possession or control is lost, stolen, damaged or not returned upon our request:
- 14.2.1** - you must notify us without unreasonably delay; and
- 14.2.2** - you must pay us the replacement cost of the Loan Equipment calculated as the recommended retail price at the date the Loan Equipment was lost, stolen, damaged or not returned upon our request.

BRENNAN IT PTY LIMITED reserves the right to change the details in this publication without notice.