

Network Innovations AsiaPac Pty Ltd (NI) Company Terms and Conditions

1.0 Definitions:

In the following Terms and Conditions: 'NI' means 'Network Innovations AsiaPac Pty Ltd; ABN 94 605 345 140. 'Customer' means any individual, commercial entity and its related subsidiaries or government department, which raises a purchase order or enters into agreement or contract with NI.

2.0 Statutory Warranties

2.1 This policy does not affect Statutory Warranty or rights provided by the Trade Practices Act 1974 or the Fair Trading Laws of Western Australia as they apply to individual consumers purchasing for domestic and/or personal use.

3.0 Payment Terms:

- 3.1** All accounts are payable cash on delivery (C.O.D.) when there has been no previous trading.
- 3.2** Accounts paid by authorized automated credit card for recurring monthly charges are taken 10 days following the issue of the Tax Invoice. No credit card processing fee or administration charge will apply to recurring monthly invoices paid by automated credit card payment authority.
- 3.3** All 30 day accounts are payable net 30 days from the date of the Tax invoice. All 30 day accounts paid by credit card after 30 day terms have been extended will incur a 1.1% credit card processing administration charge for Visa or Master-Card.
- 3.4** An International and Foreign Currency Account Processing Fee (AUD\$30 or US\$25) applies to any invoices to be paid by international funds transfer or in foreign currency. The customer is to ensure it instructs its bank to pay ALL bank transfer fees otherwise the customer agrees that NI has the right to add any short fall in payment received onto the next months invoice and customer agrees to pay the short fall in the following month.
- 3.5** Where payment is not received in accordance with (3.1, 3.2 or 3.3) above prior to any airtime plan renewal date, NI will make all efforts to notify the customer that payment is overdue and suspension or deactivation of airtime service may occur on a certain date. NI may suspend or deactivated the airtime service at its sole discretion.
- 3.6** Where payment is not received in accordance with (3.1, 3.2 or 3.3) above, the Customer agrees that NI shall have the right to invoice and the Customer will pay a late payment fee to cover debt collection costs of \$20 per month. In addition, overdue interest amounting to 2% per month may be charged on all monies outstanding.
- 3.7** Should it become necessary for NI to instigate legal action for recovery of any amounts due to it by the Customer, then the Customer specifically acknowledges and agrees that it shall be liable to the Company on demand for all legal and debt recovery costs (including court costs) incurred by NI in recovery of any such amounts. The parties submit all and any disputes and legal proceedings arising out of or in connection with any contractual dispute or disagreement to the exclusive jurisdiction of the courts of Western Australia.

4.0 Title of Goods and Risks:

- 4.1** Risk in the products purchased pass to the Customer upon delivery of the products to the Customer or their instructed Agent (Agent is in most cases an instructed freight/courier company). Delivery means collection of the products from NI's premises by the Customer or its instructed Agent.
- 4.2** All goods shall remain the property of NI until paid for in full and until funds are cleared in NI's bank account. Title and interest of the products pass to the Customer only upon payment in full of the Tax invoice. Failure to make the full payment on time, or within alternative agreed time upon written notice, entitles NI to repossess the products and for that purpose also entitles NI to enter the Customer's premises.
- 4.3** Any lien to which NI may be statute or otherwise entitled to, NI shall, in the event of the Customer failing to pay any amounts due by the Customer to NI or the Customer entering into any scheme of arrangement with its creditors or going into receivership or liquidation, be entitled to a general lien on all property or products belonging to the Customer in NI's possession for any unpaid amounts due for any products sold and delivered to the Customer under this or any other contract.

5.0 Price/Price Variations:

- 5.1** Prices are as specified on an NI current price list or valid NI quote. Prices are subject to change without notice. NI shall endeavor to provide as much advance notice as possible of any forthcoming price changes. NI reserves the right without notice to alter the price of goods due to circumstances beyond its control including but not limited to taxes, duties, freight charges, exchange rate fluctuations and increases in cost of labour or materials.
- 5.2** Any labor installation time quoted is for actual 'work time', it does not include time spent on induction or time delays due to hot works etc. and this time will be charged additionally.

5.3 NI uses best endeavors to ensure airtime alerts/notifications are in the system and updated as required from time to time. However, regardless of any alert/ notification being in place or any issue arising with an alerts/notification the customer is responsible for all usage and associated charges across the services.

6.0 Goods and Services Tax (GST):

6.1 All prices are subject to GST. GST will be charged unless the sale is an export sale as per the ATO guidelines or an ATO official exemption document is provided.

7.0 Freight and Delivery:

- 7.1** Delivery may be ex-Perth or ex-Sydney as quoted and specified or otherwise stated. NI will arrange freight with the NI's preferred carriers unless stipulated by the Customer at the time of order.
- 7.2** Dates and times quoted for delivery and/or installation of products, or the provision of services, are estimates only and NI shall not be liable for any loss or damage arising as a result of anything whatsoever which is beyond NI's direct or indirect control. Loss means any loss, liability, damage, expense or cost whatsoever and includes indirect or consequential loss or damages or loss of profits.
- 7.3** Risk of loss or damages to the products will pass to the Customer on and from the delivery (as defined in 4.1 above) time.
- 7.4** The Customer shall not be relieved of any obligation to pay for products or services by reason of any delay in delivery dispatch or performance.

8.0 Insurance:

8.1 All freight consignments >\$ 200 will automatically be insured when shipped. A charge of 0.5% of the invoiced value of the goods will be charged to the account unless otherwise agreed and is included in total as detailed.

9.0 Return of Goods: (for any reason, can only be made under the following conditions)

- 9.1** With prior authorisation from NI and the products are in 'as new' original saleable condition and with original packaging.
- 9.2** Goods returned (including those held as consignment stock) may be subject to a 15% restocking fee if not returned in 'as new' original saleable condition.
- 9.3** Any return freight costs will be the responsibility of the Customer. It is the responsibility of the Customer to ensure the products are packed in sound condition for return delivery to avoid damage in return transit. NI will not accept any responsibility of loss or damages incurred during return transit.
- 9.4** When goods are returned for credit (after prior authorisation as per 9.1 above) the Customer's account will be credited for the agreed amount for future purchases and/or work carried out. A restocking fee of 15% may apply as per 9.2 above. No cash refunds will be given.
- 9.5** Products returned for credit must satisfy 9.1 and 9.2 and 9.3 above and be returned within ten (10) days from date of the Tax invoice. Customer must also agree to NI's 9.5 credit policy.
- 9.6** Goods returned for servicing / repairs: An NI Service Form needs to be completed and the Customer will be notified when goods are ready for collection. The Customer acknowledges that goods that are ready for collection but are not collected within 30 days of written notification may be sold or disposed of.
- 9.7** Special Orders: A non-return and non-refundable policy operates on items specifically requested by Customers to be 'ordered in' for them which are non-standard stock items or Special Orders.

10.0 Warranty:

- 10.1** Manufacturer warranties apply to all products unless expressly agreed by written notices or specific warranty statements accompanying the products at point of sale. Valid 'Proof of Purchase' and other documentations, subject to the type of product, must be provided with all Products returned under 9.0 above.
- 10.2** It is entirely at the discretion of NI to either replace or repair faulty products.
- 10.3** When Warranty work is carried out outside Perth (WA) or Sydney (NSW) Melbourne (VIC) & Brisbane (QLD) metropolitan areas travel and accommodation expenses are not covered under warranty and are to be paid for by the Customer on a cost recovery basis.
- 10.4** The Customer acknowledges that it has not relied upon any statement by NI in respect of the Customer's purpose for utilisation of the purchased product/s or services and that NI is not responsible or liable for the failure of the product/s to perform the purposes required by the Customer.

11.0 Waiver:

11.1 Failure by NI to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights NI may have, or a waiver of any subsequent breach of any terms and conditions.

12.0 Satellite Airtime Terms and Conditions:

12.1 In addition to these Company Terms and Condition's where airtime services are additionally contracted NI's Satellite Airtime Terms and Condition (GEN002) and/or Critical information Summary (CIS) for the particular airtime service applies. Refer to www.ni-store.com for full Terms & Conditions