

Standard Terms and Conditions of Supply

1. GENERAL

1.1 *Goods* is defined in clause 2.1

1.2 *Price* is defined in clause 3

1.3 *Supplier* means CommBox Pty Ltd ABN 43 158 381 705

1.4 *Purchaser* means the person or entity to whom a quotation or invoice is provided, or to whom Goods are supplied

1.5 *Manufacturer* means CommBox Pty Ltd ABN 43 158 381 705

1.6 *Third Party Manufacturer* means a person or company other than CommBox Pty Ltd that makes goods for sale

1.7 *Quotation* means a quotation for the supply of Goods by the Supplier to the Purchaser

1.8 *Supplier's Books* means the Supplier's applicable catalogue(s) or price books, relevant at the time of Quotation or invoice

1.9 *Terms* means these Standard Terms and Conditions of Supply

1.10 *Dealer Update* is the title of an EDM (Electronic Direct Mail)

2. STANDARD TERMS OF SALE

2.1 These Terms apply to the supply to the Purchaser of any goods described in the Supplier's Books, or which are the subject of a Quotation, or otherwise ordered by the Purchaser (Goods)

2.2 The Supplier may amend these Terms on 30 days' prior written notice to the Purchaser, and the amended Terms shall apply to any Quotation or order made after such date.

2.3 These Terms shall prevail over any Terms provided by the Purchaser, unless otherwise agreed by the Supplier in writing and signed by an authorised representative of the Supplier.

2.4 No variation to these Terms is binding upon the Supplier unless set out in writing and signed by an authorised representative of the Supplier.

3. PRICE & PRICE BOOKS

3.1 The price of the Goods shall be:

- (a) the price set out in a Quotation where that Quotation has been validly accepted prior to expiry; or
- (b) in any other case, as set out in the Supplier's Books (less any discount agreed in writing).

3.2 Amendments to the Supplier's Book(s) (price books/price lists) will be notified in a 'Dealer Update' EDM (Electronic Direct Mail), where it is the Purchaser's responsibility:

- (a) to request current Supplier Book(s) from update; and
- (b) be subscribed to mailing list.

4. QUOTATIONS

4.1 This section of the Terms applies to all Quotations provided by the Supplier to the Purchaser, as well as invoices issued by the Supplier to the Purchaser.

4.2 Upon accepting a Quotation in writing, or through a purchase order, all Terms and Conditions outlined in this document are accepted by the Purchaser.

4.3 Unless stated specifically, each quotation is:

- (a) based on the Supplier's understanding of the Purchaser's requirements. It is the Purchaser's responsibility to verify prior to accepting a Quotation that the Goods will meet the Purchaser's requirements;
- (b) valid for 30 days from the date issued;
- (c) exclusive of all GST and other taxes unless otherwise stated;
- (d) confidential, and the Purchaser agrees not to disclose the pricing detail to any other person; and
- (e) in \$AUD unless stated to the contrary.

4.4 The Supplier reserves the right to vary or withdraw a Quotation prior to acceptance.

4.5 Where a quotation relates to Goods to be exported from Australia, all prices are quoted EX WORKS when forwarded by the Supplier to their nominated port. The Purchaser acknowledges responsibility for all additional charges by any Government or other authorities.

5. PAYMENT

5.1 Terms are strictly cash on delivery unless:

- (a) a credit facility has been granted by the Supplier, in which case payment is to be in

accordance with the terms of the credit facility;
(b) the parties agree otherwise in writing.

5.2 If the Purchaser breaches its obligations with relation to the payment of the Price of any amount due under these Terms, the Supplier may require the Purchaser to pay interest on any overdue amount at a rate of 2.0% per month calculated daily on the overdue portion from the date payment was due. Until the payment is made in full.

6. DEFAULT

6.1 It is a Default if the Purchaser:

- (a) fails to pay any amount to the Supplier when due for payment; or
- (b) breaches any of these Terms or the Terms relating to the Purchaser's credit application.

6.2 If a Default occurs, the Supplier may, to the extent permitted by law:

- (a) suspend any further supply or deliveries of any Goods;
- (b) cancel any Credit Facility (and require that all further sales be on a cash on or before delivery basis);
- (c) declare all amounts owed by the Purchaser to the Supplier on any account as immediately due and payable;
- (d) treat these terms as recanted by the Purchaser;
- (e) exercise any other rights, including to enforce any security interest and to claim the return of any Goods to which it has title; and
- (f) recover all debt collection and legal expenses incurred by Supplier on a client/solicitor basis in connection with the enforcement or attempted enforcement of these Terms.

7. DELIVERY AND FREIGHT

7.1 Unless other arrangements are agreed to in writing, the Purchaser shall be responsible to pay freight from the Supplier's place(s) of business.

7.2 Unless other arrangements are agreed in writing, the Supplier shall be responsible for organising freight to the Purchaser's stipulated delivery address. This address must be agreed to prior to despatch, in confirmed correspondence, or through purchase order.

7.3 Unless other arrangements are agreed in writing, the Purchaser must be able to accept delivery of Goods within 14 days of receipt of purchase order. No

stock will be held or guaranteed to any Purchaser outside this period without payment in full. Delivery outside these Terms must be agreed to prior to Purchaser placing a Purchase Order.

- 7.4 It is the responsibility of the Purchaser to select the accurate freight service level (1 MAN Tailgate or 2 MAN Site-to-Site) when the Goods fall into the Supplier's Interactive, Display and Lectern product categories.
- 7.5 In the event of the Purchaser not being contactable at delivery address, failing to select the suitable freight service level or accurately describing/advising on 'special' delivery requirements, i.e. stairs and therefore rejecting or failing to accept delivery of Goods, the Supplier shall be entitled to payment for any fees incurred due to redelivery.
- 7.6 In the event of the Purchaser rejecting or failing to accept delivery of the Goods at delivery address upon redelivery, the Supplier shall be entitled to payment for those Goods and to treat the requirement to supply the remainder of the Goods (if any) as cancelled by the Purchaser.
- 7.7 Delivery and despatch dates are estimates only. Subject always to Goods being in stock, the Supplier will use all reasonable endeavours to deliver the Goods:
 - (a) at the time requested by, or agreed with, the Purchaser; or
 - (b) if no delivery time is requested by or agreed with the Purchaser, within a reasonable period from the date of the order for the Goods.
- 7.8 The Supplier will not in any circumstance be liable for late delivery and late delivery does not entitle the Purchaser to cancel any order or part order for the Goods.
- 7.9 Risk in Goods shall be the Purchaser's once Goods are delivered and signed for at the Purchaser's stipulated address (as per 7.2 of this document).

8. DELAY

The Supplier shall not be liable for any loss sustained by the Purchaser through the delay in delivering the Goods that are caused by circumstances outside of the reasonable control of the Supplier.

9. CANCELLATION

An order accepted by the Supplier shall not be cancelled by the Purchaser without the written consent of the Supplier. Where consent is given, the Purchaser shall pay to the Supplier all reasonable costs incurred by the Supplier in relation to the supply of the

Goods up to the date the Purchaser cancelled the order.

10. CLAIMS AND CREDITS

For CommBox Interactive Touchscreen Warranty Claims please see [Standard Terms and Conditions for CommBox Interactive Touchscreen Warranties](#)

10.1 Any request for credit, or claim by the Purchaser (including any claim that the Goods delivered do not correspond with the Goods ordered) shall be made in writing within 14 days of delivery, and must be accompanied by a completed RMA (Return Merchandise Authorisation) Form and proof of purchase, otherwise the Purchaser will be deemed to have accepted the Goods.

10.2 Small deviations or variations in the Goods shall not give rise to any claims

10.3 Any Goods where serial numbers have been removed void any right to a claim or credit

10.4 If the Purchaser is seeking a credit, the Goods must be returned in “as new” condition to the Supplier. Once received, the Goods will be inspected and verified that they’re in resalable condition, prior to a credit being issued. Goods may be subject to a restocking fee to cover reasonable costs of the Supplier.

10.5 If a claim is due to the Purchaser or Customer “change of mind”, the Supplier is entitled to payment of all incorporated freight charges and restocking fees, being:

- (a) 20% on CommBox Interactive, Display and Lectern Products;
- (b) 15% on CommBox Control.

10.6 Any unapproved claim or credit return received by the Supplier will be returned to the Purchaser and the Supplier will be entitled to payment of associated freight charges.

11. WARRANTY AND LIABILITY

11.1 The Supplier warrants that the Goods are of acceptable quality and free from defects, as caused by faulty manufacture or faulty materials. The warranty is valid for 24 months from date of invoice, or such period outlined in extended warranty documentation provided by the Supplier to the Purchaser, or such period (if greater) outlined by a Third-Party Manufacturer’s warranty documentation accompanying the Goods.

11.2 If during the warranty period, any part of the Goods fails to operate correctly due to faulty manufacture or materials, the Supplier will, at its choice, repair the Goods, supply replacement Goods or refund the Purchaser for the Price, provided that the Purchaser returns the Goods to the Supplier at the address outlined on the Supplier’s Return

Material Authorisation (RMA) Form.

11.3 The Purchaser is liable for all costs associated with sending the warranty claim Goods to the Supplier, including freight and postage.

11.4 The Supplier is liable for all costs associated with sending replacement or repaired warranty claim Goods to the Purchaser, including freight or postage, unless incorrectly claimed

11.5 The Supplier shall not be liable for defects arising from fair wear and tear or misuse of the Goods.

11.6 If claimed incorrectly under warranty or if the Supplier is deemed not liable under clause 11 of these Terms, the Purchaser is liable for costs of labour and all costs associated with sending the Goods to the Supplier, including freight or postage, and for the collection or return of Goods

12. INTELLECTUAL PROPERTY AND MODIFICATIONS

12.1 The Purchaser acknowledges the Supplier's license to use or ownership of the copyright patents, trademarks, designs and any other intellectual property rights contained within the Goods manufactured or supplied by the Supplier and in particular agrees that neither the Purchaser, nor its servants or agents, will attempt to do anything with any of the Supplier's intellectual property rights which will render the Purchaser liable to the Supplier for violation or infringement of its intellectual property rights.

12.2 Where the Purchaser provides information and / or instructions in writing to the Supplier and where the Supplier makes any modifications, alterations or adjustments to any Goods as a result of or in reliance upon the information or instructions provided by the Purchaser, the Purchaser indemnifies the Supplier in full against any loss or damage suffered by the Supplier howsoever arising out of any reliance by the Supplier on the information and instructions provided by the Purchaser.

13. LICENCES OR CONSENTS

It is the Purchaser's responsibility to obtain any license or consent required by any Government or other authority for the purchase or use of the Goods.

14. TRADEMARKS

The supply of Goods shall not confer any right upon Purchaser to use any of the Supplier's trademarks, which always remain the property of the Supplier.

14.1 TITLE

Title to all Goods shall remain with the Supplier and will not pass to the Purchaser until all monies due from the Purchaser to the Supplier are paid in full.

15. SECURITY IN GOODS (Goods supplied in Australia)

16. SECURITY IN GOODS (Goods supplied in New Zealand)

17. DISCLAIMER AND INDEMNITY

17.1 Except as expressly provided in these terms, to the extent permitted by law, the Supplier and each of its related bodies corporate

(a) exclude all liability to the Purchaser or anyone else for the loss or damage of any kind (however caused or arising) relating in any way to the Goods or in connections with these Terms

(b) will not be liable for any direct, indirect, special, incidental or consequential damages arising out of the Purchaser's access to, use of resale of the Goods or in connection with these Terms.

17.2 The Purchaser shall at all times indemnify, and keep indemnified, the Supplier and each of its related bodies corporate, including their directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by the Purchaser arising from any claim, demand, suit, action or proceeding by any person against the Purchaser where such loss or liability arose out of, in connection with or in respect of the Purchaser's conduct, or access to, use or resale of the Goods or breach of these Terms.

18. WAIVER

The failure by either party to exercise or enforce any right shall not be deemed to be a waiver of any such right.

19. GOVERNING LAW



These Terms shall in all respects be exclusively governed by and construed and interpreted in accordance with the laws of New South Wales, and the parties agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.