



Check Inn Systems Pty Ltd

ABN 42 139 424 007

STANDARD TERMS & CONDITIONS

1.0 DEFINITIONS

In this Agreement unless the context indicates otherwise:-

1.1 The Company means Check Inn Systems Pty Ltd

1.2 "the Contract" means the Terms and Conditions of Trade as amended from time to time read together with any other document provided by the Company.

1.3 "the Customer" means the person or Company to whom the Contract is addressed.

1.4 "Delivery" shall be deemed to take place on the date of dispatch by the Company of the goods or any part of the goods to the Customer.

1.5 "Dispatch" in relation to delivery means:-

(i) The date on which the goods are forwarded by the Company to the address stipulated for delivery in the order confirmation form; or

(ii) The date on which the goods are removed by the Customer from the premises of the Company.

1.6 Each carrier used by the Company for the delivery of the goods shall be the agent of the Customer.

1.7 "The goods" means all goods sold by the Company.

1.8 "The purchase price" means the amount stipulated as such in the Contract.

1.9 All words importing:-

(i) The singular, shall include the plural and vice versa.

(ii) Any one gender shall include each of the other genders, if applicable.

1.10 Each reference to a person shall include a reference to a body corporate firm or partnership.

2.0 PURCHASE PRICE VARIATION

2.1 The price of goods supplied by the Company shall be the price effective at the time of Delivery as indicated on the invoice.

2.2 Unless stated otherwise, prices are F.O.B. Melbourne and all prices are exclusive of the costs of Delivery which shall be paid by the Customer unless otherwise agreed.

2.3 Prices for imported equipment are calculated on the exchange rate ruling at the date of quote. In the event that the prevailing rate of exchange between the Australian dollar and the overseas currency appropriate for the quote has fluctuated in excess of two per centum (2%) from the date of quotation to the time the invoice is raised, the Company reserves the right in its absolute discretion to increase or decrease the price accordingly.

2.4 Duty and primage where applicable has been included under an appropriate tariff item. Should there be any change in classification, method of assessment or rate of duty, the Customer shall bear such increase or decrease accordingly.

2.5 Quotations issued by the Company are open for acceptance by the Customer for seven (7) days. Quotations are subject to change at any time solely at the Company's discretion as to price, quantity available and dates of delivery.

3. OFFER AND ACCEPTANCE

3.1 These conditions apply to all goods supplied by the Company to the Customer unless expressly varied in writing by the Company.

3.2 The Company reserves the right to accept in whole or in part or reject any order submitted by the Customer.

4. TERMS OF PAYMENT

4.1 Anything to the contrary contained or implied in the Contract notwithstanding, the purchase price is to be paid in Australian dollars, free of exchange and without deduction of any kind.

4.2 The Customer shall pay to the Company the amount of each invoice within seven (7) days of delivery of the goods to the Customer unless otherwise stipulated on the invoice.

4.3 Interest at Commonwealth Banking Group Limited Index Rate plus 2% is applicable from the time the payment became due and shall be charged on all overdue payments from date of purchase until date of payment.

4.4 The Customer shall not be entitled to withhold payment of any amount due on account of any claim against the Company whether admitted or disputed.

4.5 In the event that the Customer shall:-

4.5.1 fail to pay for the goods or any instalment or instalments thereof at the times provided for herein;

4.5.2 cause its account to exceed any credit limit allotted to it by the Company;

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4.5.3 make any composition or enter into any scheme of arrangement or Deed of Assignment with or for the benefit of its Creditors (whether pursuant to the provisions of the Bankruptcy Act or otherwise);

4.5.4 become bankrupt or being a Company enter into liquidation whether voluntarily or otherwise;

4.5.5 cause the Company at any time to have a justifiable doubt as to the ability of the Customer to make payment of its obligations pursuant to the Contract; then the Company may in addition to any other rights or remedies which it may have hereunder be entitled in its absolute discretion to:-

(a) withhold delivery of any further goods or any installment or installments thereof;

(b) cancel this Contract and any other Contracts;

(c) treat this and any other Contracts as having been repudiated by the Customer;

(d) enter upon the Customer's premises and remove the goods which by virtue of Clause 7 are still the property of the Company;

(e) withhold delivery or further deliveries as the case may be;

(f) act generally pursuant to the provisions of Clause 10.1 ; PROVIDED THAT nothing hereinbefore contained shall release the Customer from its obligations to take Delivery of and to pay for the goods or any installment or installments thereof as provided herein.

5.0 DELIVERY

5.1 Notwithstanding that an approximate date is stipulated in the order for delivery, the time for delivery of the goods shall not be regarded as being of the essence.

5.2 The Company will make all reasonable and commercial efforts to have the goods delivered to the Customer on the date agreed between the parties, but the Company, its servants or agents shall be under no liability whatsoever nor shall the Purchaser be entitled to treat this Contract as repudiated should delivery not be made at that time.

5.3 Under no circumstances may the Customer deny a signature evidencing receipt of goods by it, of any employee, agent or carrier utilised or employed by the Customer as the case may be.

5.4 Indent or non-standard goods and used goods will not be acceptable back for credit. Standard stock items will only be accepted for credit if prior arrangements are made and they are returned within seven (7) days of delivery. Goods must be returned in original saleable condition in their original packaging before any credit will be granted. A restocking fee of twenty per centum (20%) will apply to returned goods. The Company reserves the right at its sole discretion to refuse goods for credit.

6.0 STATUTORY REQUIREMENTS

6.1 The Company hereby expressly acknowledges the rights and remedies which a Customer (being a consumer within the meaning of Section 4B of the Trade Practices Act) has under the aforesaid Act and similar State and Territory Laws. The rights of the Customer hereunder are in addition to all such rights and remedies and nothing herein shall be deemed to attempt to exclude rights, remedies and conditions which cannot be excluded by agreement.

7.0 PROPERTY AND RISK

7.1 Risk of loss, damage or deterioration to the goods shall pass to the Customer upon dispatch from the Company's premises to a carrier commissioned by the Company or by the Customer or by the Customer's servant and/or agent.

7.2 Goods supplied to the Customer by the Company shall remain the sole and absolute property of the Company as legal and equitable owner until the purchase price of those goods has been paid to the Company, as well as any other payments due to the Company whether hereunder or in respect of any other goods supplied to the Customer by the Company provided that should the Purchaser make a new object from the goods whether finished or not, or the goods become part of other goods then the ownership of the new object or other goods shall immediately pass to the Company.

7.3 Until the goods supplied hereunder and any other goods supplied by the Company to the Customer are paid in full:-

(i) The Customer acknowledges that it is in possession of the goods solely as bailee for the Company.

(ii) The Customer shall store the goods separately from its own goods or those of any other person, in a manner which renders them clearly identifiable as the goods of the Company.

(iii) The Company (without prejudice to any of its other rights) without previous notice may retake and resume possession of goods which remain the property of the Company and by its servants and agents may enter upon the Customer's premises or any other place where the goods may be for that purpose upon the occurrence of one of the following events:-

(a) (where the Customer is a corporation) the Customer commences to be wound up or is placed under official management or a receiver is appointed or an encumbrancer takes possession of its undertaking or property or any part thereof;

or

(b) (where the Customer is a natural person) the Customer becomes insolvent or bankrupt or commits any act of bankruptcy or makes an assignment for the benefit of a creditor; or

(c) the Customer fails to pay the whole or any part of the purchase price or delivery or other charges for the

goods supplied hereunder or any other goods or services supplied to the Customer by the Company when due;

or

(d) the Customer parts with possession of the goods otherwise than by way of sale to a Customer in the ordinary course of the Customer's business; or

(e) any other terms or conditions of the Contract between the Company and the Customer are breached by the Customer;

(iv) The Customer shall on request provide details of all parties to whom goods have been delivered.

8.0 EXCLUSIONS

8.1 Subject to Clause 7.1 this Clause is in substitution for and excludes all express and implied conditions, warranties or liabilities of any kind relating to the goods sold and save as expressly provided in this Clause, the Company shall be under no liability in Contract or otherwise for any injury, loss or damage of whatsoever kind or howsoever caused or by anything done or omitted to be done in connection with the goods or work in connection therewith.

8.2 (i) Notwithstanding anything herein contained where the goods are other than goods ordinarily acquired for personal, domestic or household use or consumption as that expression is used for the purposes of the Trade Practices Act 1974 and the Goods Act (Vic) 1958, the liability of the Company for a breach of a term or condition implied by the aforesaid Acts (other than a breach of Section 96 of the Trade Practices Act and Section 86 of the Goods Act (Vic) 1958) shall be limited at the Company's option to the replacement of the goods or the supply of equivalent goods, or to the repair or replacement, or cost of repair or replacement of the goods whichever is the lesser to the extent that the Trade Practices Act permits the Company to limit its liability from breach of a condition or warranty implied by the Trade Practices Act, then the Company's liability from such breach will be limited, at its option to:-

(a) the replacement of goods or supply of equivalent goods;

(b) the repair of the goods;

(c) refund of the purchase price;

(d) the payment of cost of having the goods repaired.

(ii) Where the Company provides services other than services ordinarily acquired for personal, domestic or household use or consumption as the expression is used for the purposes of the aforesaid Acts, the liability of the Company for breach of a term or condition implied by the aforesaid Acts shall be limited at the Company's option to the supply of or the payment of the costs or having the services supplied again (if any).

8.3 The Customer shall not have any claim of any nature whatsoever against the Company for any failure by the Company to carry out any of its obligations under any Contract as a result of a force majeure including but without being limited to strike, lock out, shortage of labour or material, delay in transport, stoppage or break down of machinery, accident of any kind, any default or delay by any of the Company's suppliers or sub-contractors, riot, political or civil disturbances, the elements, act of G-d, any act of any State or Government or any authority or any other cause or any nature whatsoever directly or indirectly beyond the Company's control.

9.0 COSTS

9.1 The Company may claim and recover from the Customer on demand, in addition to any other sums payable hereunder:-

(i) All losses, costs and expenses incurred by the Company in consequence, directly or indirectly, of any breach of the Contract on the part of the Customer and including the legal costs, if any, as between Solicitor and own client, and any costs in relation to retaking possession of the goods.

(ii) In the event of the Company remaining in possession of the goods after delivery takes place as a result of the Customer's unwillingness or inability to collect or accept the goods:-

(a) interest shall be levied as in Clause 4.3 above against the Customer;

(b) the Company shall have the right to resell the goods and claim any losses whatsoever that it may have sustained as a result thereof.

10.0 DEFAULT BY THE CUSTOMER

10.1 Should the Customer be in breach of any of the provisions of the Contract and fail to remedy such breach within seven (7) days after being required to do so, or should a judgment be granted against the Customer and remain unsatisfied for seven (7) days thereafter or should the estate of the Customer be surrendered or provisionally or finally sequestered, or should the Customer be wound up, or should the Customer effect a general compromise with its creditors, or should the Customer do or suffer to be done any act or thing which may prejudice the Company's rights under this Contract, the Company shall be entitled notwithstanding any prior waiver and without prejudice to circumstances either, at its option:-

(i) Without terminating the Contract, to claim and recover the full balance of the purchase price and all other amounts owing to the Company by the Customer, all of which shall be deemed to be due owing and payable.

(ii) To terminate the Contract with immediate effect and to repossess the goods in which event the

Company shall be entitled at its option to:-

(a) retain all monies paid by way of a penalty and a genuine pre-estimate of liquidated damages; or
(b) to claim such damages as it may sustain and to retain all payments made by the Customer pending determination of such damages on the basis that such payment will be settled against the damages when established.

(iii) Withhold delivery of any further goods or any instalment or instalments thereof.

(iv) Enter upon the Customer's premises and remove the goods which by virtue of Clause 7.3(iii) above are still its property.

11.0 LIMITATION OF LIABILITY

11.1 Notwithstanding anything to the contrary herein contained:-

(i) The Customer accepts all risk and responsibility for the performance of the goods being sufficient and suitable for its purpose.

(ii) The Company shall not be liable for any consequential damages or loss of whatsoever nature in any circumstances.

(iii) The Company shall not be liable for any loss suffered by the Customer or for damage to the goods subsequent to delivery.

12.0 ACCEPTANCE

12.1 Notwithstanding anything to the contrary contained in any order submitted by the Customer to the Company, in placing any order with the Company, the Customer shall be deemed to have accepted the Company's Terms and Conditions of Trade.

13.0 WARRANTIES

13.1 The Customer warrants that the information it has given is true and correct and acknowledges that any discrepancy shall be deemed to constitute a breach of these terms and conditions and shall entitle the Company to terminate this Agreement forthwith and take any action which may be necessary in order to protect its interests.

13.2 The Customer warrants that before signing this Agreement he has examined the goods and has satisfied himself as to the condition of the goods and their suitability for the Customer's purpose and the Customer agrees that no express warranty, condition or representation has been given by the Company as to the quality, fitness, safety, suitability or otherwise of the goods prior to or at any time during the continuance of this Agreement and the Customer's obligation to pay rent and otherwise hereunder shall continue notwithstanding the occurrence of any defect or breakdown in the goods. Nothing contained in this Agreement shall be constructed as an express warranty or representation of any kind by or on behalf of the Company. The Customer further agrees that so far as the law permits all conditions and warranties which might be implied on the part of the Company are hereby negated and excluded. Liability for a breach of any implied condition or warranty on the part of the Company which is not capable of exclusion shall be limited (but only to the extent permitted by law) to any one or more of the replacement of the goods, the supply of equivalent goods, the repair of the goods or the payment of the cost of having the goods repaired, whichever the Company shall in its discretion think fit.

13.3 The Company warrants and undertakes that:-

(a)

(i) All equipment supplied by the Company, shall be subject to the same warranties granted by the manufacturers thereof;

(ii) all warranties shall apply for a period of twelve (12) months from delivery of the goods unless otherwise stipulated on the warranties provided by the manufacturers thereof;

(b) The warranty herein referred to shall be personal to the Customer and not capable of assignment.

13.4

(a) All warranties are void if goods are not returned in their original packaging or suitable equivalent.

(b) All goods returned to the Company for warranty work or changeover will only be accepted by prior arrangement. All goods returned to the Company must be sent freight pre-paid by the Customer. Goods under warranty will be returned to the Customer by a carrier of the Company's choice at the Company's cost. Any goods out of warranty or found to be fault free will be returned by the Company via a carrier of the Company's choice at the Customer's cost. The Customer is obliged to indemnify the Company for such costs and in addition pay a re-certification fee to reimburse the Company for its expenses prior to return of goods. The Company reserves the right to deny any claim under warranty if in its sole discretion, the repairs were required due to mechanical or electrical mis-handling or abuse.

13.5 All warranties are voided by the Customer making any alteration, modification or attachment to goods sold unless same are being conducted by the Company or its authorised specialists.

14.0 INSURANCE

14.1 The Customer agrees to insure the goods against loss, theft or damage and the Customer shall obtain and maintain at the Customer's expense public liability and third party property damage insurance.

The Customer agrees:

(a) to insure and keep the goods insured against fire accident and theft for an amount equal to full insurable value of the goods and to insure and keep the Company insured against all liability howsoever arising in respect thereof with a reputable insurer in the name of the Company as owner and the name of the Customer as customer for their respective interests; and

(b) to hand to the Company all policies of insurance on demand and to pay promptly all premiums and stamp duty in respect of such policies and to permit the Company to receive all insurance monies and production hereof shall be proof of the authority of the Company to receive the same. The Customer also agrees to comply with all relevant acts, regulations and by-laws relating to the use registration or licensing of the Equipment and pay all requisite fees and charges;

15.0 ENTIRE CONTRACT

15.1 The Contract constitutes the entire agreement between the Company and the Customer and supersedes and novates all offers, tenders and quotations. The Customer acknowledges that it has not been induced to enter into this agreement by any representations whatsoever made by or on behalf of the Company.

16.0 NON VARIATION

16.1 No variation, alteration or addition to the Contract shall be of any force or effect unless reduced to writing and signed by duly authorised representative of the Company and the Customer.

17.0 NOTICES

17.1 All notices that may be given pursuant to the Contract shall be deemed to have been received:-

(i) If posted by prepaid post two (2) days after the date of posting;

(ii) If delivered by hand, on the date of delivery.

(iii) If sent by facsimile transmission, on receipt by the sender of the Activity Report as to the successful transmission.

18.0 SEVERABILITY

18.1 Each clause in this Contract is severable the one from the other and if any clause is found to be defective or unenforceable for any reason by any competent court, the remaining clauses shall be of full force and effect.

19.0 GENERAL

19.1 In the event of the goods consisting of more than one item, then the Company may at its option treat all items forming the subject matter of the goods as a single unit.

19.2 In the event of any inconsistency between the terms and conditions of Trade and Conditions of Trade shall prevail.

19.3 Unless previously withdrawn, a tender, quotation or offer shall remain open for acceptance for the period stated therein, or when no period is stated, for thirty (30) days from the date hereof.

19.4 The validity interpretation and performance of this Contract shall be governed by the laws of the State of Victoria.

19.5 These conditions apply to all goods supplied by the Company to the Customer unless expressly varied in writing by the Company.

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