

Standard Terms & Conditions

For Products and/or Services Provided

Alchester Business Systems

www.alchester.com.au ABN 42 624 836 325

QUOTATION VALIDITY PERIOD

Quotations are valid for 21 days from date of issue, unless otherwise stated. Should the customer wish to place an order after such a validity period, then Alchester, in its sole discretion has the right to amend the original quote to reflect current pricing and availability of goods, prior to accepting the customer's sales order.

PRICES (Consulting is \$120/hr plus GST unless stated otherwise)

Prices are FIRM for the quotation validity period unless stated to contrary.

Prices INCLUDE: Hardware delivery (Melbourne Metropolitan area only),

Installation of individual units (Refer cabling below)

Manufacturer's warranty, unless otherwise mentioned.

Prices EXCLUDE: taxes, unless specifically outlined on quotation

ADDITIONAL SERVICES: (*reduced price, where applicable*)

Site cabling & Software Installation.

The configuration may require interconnection via appropriate cabling.

Alchester requires that it can be present to oversee any laying of cables

by the customer (or contractor) and will ensure that proper termination is

provided for the units supplied, provided the correct cable is used. Should

the customer wish to engage Alchester's services to lay cables, fees are:

- Laying of cables \$85.00/hr (plus GST)

- Termination of cables to network \$85.00.00/hr (plus GST)

- Materials at wholesale cost with minimum 16% handling margin plus freight, insurance, financing and procurements costs.

Building and tailoring of system software can be provided at the reduced

contract rate of \$85.00/hr, provided that financial and any CONSULTING

AGREEMENT terms are met in full and on time; OR a fixed fee can be

quoted. Remedying of software and operational problems would be at the

same discounted contract rates. Failure to adhere to stated financial

terms will result in casual rates of \$100/hr being applied.

After hours service (outside 9AM to 6PM Mon-Fri excl holidays is \$120/hr.

(GST extra)

DEPOSIT and PAYMENT

A 30% Deposit (or other, if specified) of the overall order value is required

at time of order placement. Such deposit will be applied towards invoices

raised by Alchester for such order, and is not refundable unless, of

course, the customer has cause to reject works as would be their right

under the laws pertaining to the Sale of Goods in State of Victoria.

All payments for equipment are STRICTLY COD, and consulting fees are

due 7 days from receipt of invoice, unless the quotation specifies

otherwise. Interest at 18% pa will be applied on outstanding amounts,

PLUS charges for time spent by Alchester, at its casual rates, PLUS

expenses incurred in attempting settlement of due amounts.

TAX (including GST)

Unless a duly authorised and countersigned order demonstrating

exemption from sales tax or GST is forwarded, Alchester will charge

appropriate taxes on all relevant products concerned. Alchester will NOT

provide refunds for customers failure to provide such notice at time of

order.

INTERFERENCE

Whilst customer supplied products and services are permitted to be

involved in the transaction, Alchester will not be held responsible for any

delays occasioned by such involvement. Should such products or

services NOT provided by Alchester be the cause of additional expense to

Alchester, then Alchester reserves the right to charge the customer such

costs, at casual consulting rates, including any costs necessary to

recover Alchester supplied products to the condition in which they were

presented to the customer under this transaction.

TITLE:

Placing an order to Alchester for quoted goods and services is made on the understanding that NO TITLE in such goods and services will pass to the customer until full payment of invoice(s) raised against said order, reach and are cleared with Alchester's bankers:

Westpac, Boronia. BSB: 033 372 ACC: 106 632

LIMIT OF LIABILITY

Alchester provides no guarantee, express or implied beyond those as defined by the original manufacturers of the goods and services quoted or their local authorised distributors or representatives;

EXCEPT, where specified on the quotation, Alchester offers an extended warranty in terms of: timeframe, the place where works are carried out, and the responsibility for incurring the costs of materials, labour or transport, then Alchester will provide such warranty service SUBJECT TO the "WARRANTY EXCLUSIONS" listed herein. In all cases, Alchester will not be held liable for any loss of business, loss of data, programs or files, outgoing or expense occasioned from the use of, or reliance on, any of the products or services provided herein, nor will it be held responsible for any consequential loss or damage thereon.

MINIMUM CHARGE FOR SERVICES.

Alchester reserves the right to place a minimum charge of \$100.00 on small orders placed for products or services; and charge for delivery services provided where customers require it.

WARRANTY EXCLUSIONS

Alchester denies liability and responsibility for any product failures or subsequent damage occasioned by, or from the following events, or the failure by the customer to undertake the following works. Should services be sought from Alchester to remedy or replace any products due to the following events, then such services will be charged at Alchester's prevailing casual consulting rates at the time:

- a) Damage caused by water, fire lightning, act of god, riot or war;
- b) Malicious damage, equipment misuse, negligence or lack of environmental control
- c) Damage caused by a fault in any telecommunication line utility power supply or local power source (other than internal power supplies of products provided); or any external communication or power line for which Alchester is not responsible.
- d) Labour or parts which may be necessary to bring existing customer equipment to a maintainable and compatible level to the products supplied, where their incorporation or interfacing is required.
- e) Degradation of equipment due to wear and tear in normal use: eg: tape heads, video tubes and print heads, unless these items are specifically identified and a time limit is specified.
- f) Damage or loss of software programs or data due to equipment or software failure.
- g) Operating system software, layered software such as development tools and compilers, and application software.
- h) Housekeeping activities, in particular those relating to the maintenance of demonstrable back-ups of operating systems, application programs and all business data; recovery and archiving facilities; media formatting; bad block management; and adequate virus detection and management facilities.
- i) Any loss of, damage to, or inability to use data, software, hardware, firmware and/or related equipment and services otherwise provided by same and any consequential losses or damage, occasioned by YEAR 2000 compliance failure of said hardware, software, firmware, data, operating systems or procedures.

TERMS. 21/06/94 (amended 01/11/98) (:2 28/1/2001) (:3 08/03/2005) (:4 25/3/2012)

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