

TERMS AND CONDITION OF SALES

All goods and services supplied by Sydney Audio Visual Specialists Pty Ltd are sold subject to the following conditions:

1. **DEFINITIONS:** In these Terms and Conditions' the Company' means Sydney Audio Visual Specialists Pty Ltd whose registered office is at PO Box 580, West Ryde NSW 1685, and the "Purchaser" means any person or company who buys or has agreed to buy goods and "Goods" mean any goods or services supplied by the Company and "Conditions" mean the terms and conditions set out in this document. The singular shall be deemed to include the plural, person shall include the firm or company and vice versa.

2. **APPLICABLE TERMS:** Unless otherwise agreed in writing, any contract for the sale of goods shall be subject to these Terms and Conditions. Any oral or written terms offered or stipulated by the Purchaser shall, if inconsistent with these Terms & Conditions, be deemed rejected by the Company.

3. **PRICES:** The prices for the Goods are stated in the Company's quotation or if no quotation is given in the confirmation of order. The company's prices are fixed for a period as stated in the quotation/order acknowledgement. Thereafter the Company reserves the right to vary prices without notice.

4. **QUOTATIONS AND INVOICES:** The right is reserved to amend any errors and / or omissions on quotations, invoices or any other documents of the Company. The quantity, quality and description of the Goods shall be those set out in the Company's quotation or order confirmation.

5. **PACKING, CARRIAGE & INSURANCE:** Packaging, carriage and insurance to designated premises, and on default or designation to any trading address, of the Purchaser shall be paid by the Purchaser and shall be charged at the Company's rates current at the time of dispatch.

6.1 **INVOICING AND PAYMENT:** The company shall invoice the Customer upon dispatch of the Goods from their premises or from the premises of its suppliers and payment of the full invoice sum will be due within 7 days of the date of the Company's invoice and the time of payment shall be the essence of the contract.

6.2 The company reserves the right to require payment of the full price of the goods prior to delivery to the Purchaser. The Company shall give written notice of the exercise of this right to the purchaser.

6.3 If the Purchaser fails to make any payment when due then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:-

- a. terminate the contract and/or suspend any other further deliveries to the Purchaser: and/or
- b. apply any 'on account' payments to whatever part of the debt the Supplier deems appropriate: and/or
- c. charge the Purchaser compounded interest (both before and after any judgment) at the rate of 10% per week (apportioned by the day) from the due date until payment made in full.

7. **DELIVERY:** The Goods shall be delivered to the address stated in the quotation or if no address is so stated then to any trading address of the Purchaser. Any delivery dates quoted are estimated only and time shall not be the essence of the contract with regard to such estimated dates. The company will accept no liability for failure to supply or deliver within the period quoted. The Company shall be entitled to make partial deliveries by instalments and these terms and conditions shall apply to each such delivery. Risk in the goods shall pass to the Purchaser upon delivery to the address. The Purchaser is advised to insure accordingly.

8. **TECHNICAL ADVISES:** Our technical advises are given according to our best knowledge and experience. Buyer is obliged to apply due diligence in verifying applicability of our advice to his special conditions of production or application. Concerning our technical advises, which are given free of charge, we will only be liable for damages caused by gross negligence or deliberate acts from our part or by our lawful representatives or auxiliary persons. Unless intentional violation of contract has been proven, we will only be liable for damages that occur foreseeable and typically.

9. RETURNS: Goods supplied may not be returned for credit without written consent of the Company and any Goods which are returned without such consent will be refused.

10. CANCELLATION/VARIATION OF THE PURCHASE ORDER: Any order placed by the Purchaser shall not be varied or cancelled without prior written consent of the Company. The granting of consent shall be entirely at the discretion of the Company and shall always be subject to the payment by the Purchaser to the Company of a sum equivalent to the losses, including loss of profit, cost and expenses of the Company caused by the variation or cancellation (such sum being reasonably determined by the Company).

11.1 DAMAGED IN TRANSIT: The Company shall not be liable for faulty or damaged Goods unless such fault or damage can be shown to have arisen prior to dispatch. (a "Pre-Dispatch Defect").

11.2 Any claim by the Purchaser which is based on a Pre Dispatch Defect shall be notified to the Company within 7 days from the date of delivery or (whereas the defect or failure was not apparent on reasonable inspection) within a reasonable time after the discovery of the defect or failure. Following notification the Company may, at its sole discretion, repair, replace, apparent on reasonable inspection) within a reasonable time after the discovery of the defect or failure. Following notification the Company may, at its sole discretion, repair, replace or issue a credit note in respect of defective Goods. The purchaser must retain the Goods with the original packing for Inspection and return them, carriage paid and at the risk of the Purchaser to the Company.

12. NOTIFICATION OF SHORTAGE: the Company shall accept no liability for shortage of goods on delivery unless written notification shall have been received by the Company from the Purchaser within 7 days of dispatch in the Goods to the Purchaser.

13. CONSEQUENTIAL LOSS: Any warranty or condition expressed or implied statutory or otherwise (including conformity with description sample, fitness for purpose or quality) are hereby expressly excluded and the Company shall be under no liability whatsoever for consequential loss or damage of any description in respect of goods sold, repaired converted and for services rendered.

14. EMPLOYERS LIABILITY: Where employees of the Company are to be employed on the Purchaser's Premises, the Purchaser will indemnify the Company against any liability in respect of or claim such employees.

15. CUSTOMER LIABILITY: The Company shall not be liable for any loss or damage whatsoever caused directly or indirectly by the Purchaser's failure to perform any of the Purchaser's obligations under any contract or order relating to any Goods or any other matter wholly or partly within the Purchaser's control.

16. ASSIGNMENT: No contract with the Company shall be assignable by the Purchaser without the prior written consent of the Company.

17. EXPENSES: Without prejudice to any other remedy available the Company shall be entitled to recover from Purchaser any cost or expenses (including solicitors fees and disbursements) incurred in recovering monies in respect of the goods or any other monies due under the Terms & Conditions hereof.

18. WARRANTIES: All goods supplied by the Company shall be subject to the Manufacturers period of warranty. The Company shall be under no liability under the above warranty if the total price for the Goods has not been paid by the due date for payment.

19. FORCE MAJEURE: The Company accepts no liability for delay in delivery or failure to deliver Goods arising out of any cause whatsoever beyond reasonable control or the control of its suppliers.

20. GOVERNING LAW: All contracts made between the Company and the purchaser shall be constructed in accordance with and governed in all respects by State of New South Wales' Law and the Purchaser agrees to submit to the exclusive jurisdiction of State of New South Wales' Courts.