

The following are the terms under which REDSTACK Pty Ltd sells and licences Products and Services in Australia.

1. Definitions

- 1.1. **Products** refers to equipment, services and software supplied by REDSTACK Pty Ltd under these terms.
- 1.2. **Equipment** refers to hardware products supplied by REDSTACK Pty Ltd under these terms.
- 1.3. **Services** refers to maintenance, consulting, integration or training services.
- 1.4. **Software** refers to computer programs supplied by REDSTACK Pty Ltd under these terms.
- 1.5. **Proposal** refers to the applicable authorised REDSTACK Pty Ltd proposal in effect when REDSTACK Pty Ltd accepts a client's order.
- 1.6. **Third Party Equipment, Products and Software** refers to equipment, Products and software supplied by REDSTACK Pty Ltd under the brand name of a third party.

2. Prices

- 2.1. Prices and charges will be specified in the Proposal.
- 2.2. The price relates to the purchase of all Products and/or all Services. REDSTACK Pty Ltd does not represent in any way that it will supply one or more of the Products or any part of the Services at a price less than the total net price stated in respect of Products and Service in the Proposal.

3. Orders

All orders are subject to acceptance by REDSTACK Pty Ltd. Where electronic orders are available, they will satisfy any legal requirements that agreements be in writing.

4. Supply of Products and/or Services

In the event that REDSTACK Pty Ltd supplies Products and/or Services to the client:

- 4.1. Software shall be supplied on the terms and conditions of the software owner's or principal licensee's standard terms and conditions and the client agrees to sign any documents and do all things that are necessary to comply with the terms of any relevant licences or sub-licences.
- 4.2. REDSTACK Pty Ltds shall deliver the Products to the Client's address shown in the proposal, as soon as reasonably practicable after agreeing to supply such Products but shall be under no liability whatsoever for any failure or delay in the delivery thereof, regardless of the cause of such failure or delay and the Client shall pay REDSTACK Pty Ltd reasonable handling and delivery costs.
- 4.3. The products shall be at risk of the Client from time of delivery of the Products to the Client's premises.
- 4.4. The Products shall remain the property of REDSTACK Pty Ltd until they have received payment in full and, in the event that payment is not made in accordance with these Standard Terms, in addition to any other remedies that REDSTACK Pty Ltd may have, they hold the right to obtain relevant legal services to obtain any monies owing, and it will be the client's responsibility to cover any and all costs involved in obtaining payment. The Client agrees to payment of 30% deposit (except where clause 4.5 applies) at time of order, and balance on delivery or if REDSTACK Pty Ltd agrees to supply the Products or Services on credit the Client shall pay for the Products and Service(s) **within seven days of the date of invoice** and REDSTACK Pty Ltd may withdraw its agreement to provide credit at any time without cause.
- 4.5. For all purchases where hardware forms a part of the overall solution a deposit totalling the hardware amount shall be paid at time of order as the deposit and the balance will be due on delivery.
- 4.6. Where the Client accepts partial delivery of Products, then the supplied Products will be invoiced at time of delivery.
- 4.7. Services purchased on a time and material basis will be invoiced on delivery of such services.
- 4.8. Services related to a specific project or installation of Products will be invoiced on an agreed schedule based on the completion of pre-defined stages of the project or installation, with the balance invoiced on completion of the project or installation.
- 4.9. Completion of the installation shall be defined as acceptance by the Client that the Products are ready to use by the Client or indicated by actual operational use of such Products by the Client.

- 4.10. Should the Client elect to use some Products before the completion of installation, REDSTACK Pty Ltd will invoice the Client for all Products in use and for Services delivered to the Client at the time.
- 4.11. Without limiting other remedies, which may be available to REDSTACK Pty Ltd, the Client shall pay to them interest on any and all amounts due for payment to REDSTACK Pty Ltd at the rate of two percent above the Commonwealth Banking Corporation indicator from time to time calculated on daily rests from and including the date of payment.
- 4.12. In the event that the Client cancels an order placed with REDSTACK Pty Ltd (with the exception of Training Services) the Client shall notify REDSTACK in writing within 14 days of receipt of order and pay a cancellation fee of twenty percent of the amount agreed to be paid by the Client for such Products and/or Services to the extent permitted by the Trade Practices Act and relevant State and Territory legislation, the sole liability of REDSTACK Pty Ltd for the Products and Services shall extend for ninety days from acceptance and shall be to use its best endeavours to repair the Products or repair or replace (at REDSTACK Pty Ltd discretion) any support item or part of the Products which is found to be defective and in no event shall REDSTACK Pty Ltd be liable for any other claims or damages including but not limited to claims for faulty design, negligent or misleading advice, damages arising from loss or usage of the system, indirect, special or consequential damages or injury to any person, corporation or other entity.
- 4.13. In the event that the Client cancels an order placed with REDSTACK Pty Ltd for Training Services where notice is 5 to 10 working days 50% cancellation fee is payable or where notice is less than 5 working days cancellation fee of 100% is payable.
- 4.14. All hardware unless otherwise stated has a ninety day, return to manufacturer warranty. This warranty is with the manufacturer and therefore the hardware must be returned to the manufacturer or the Service agent with proof of purchase, for repair. Warranty upgrades may have been quoted for some devices. For upgraded Service details, please refer to the applicable upgrade documentation. Loan equipment is not available, although rental equipment may be available from time to time. All hardware warranty does not cover the contents of storage media. The above warranties do not apply to Products from which the serial numbers have been removed.
- 4.15. In the event that the Client is a consumer of goods and Services for the purpose of the Trade Practices Act (1974) as amended and/or similar State and Territory legislation it will have the benefit of certain non-excludable rights and remedies in respect of this agreement. However, REDSTACK Pty Ltd hereby limits its liability pursuant to Section 68 of the Trade Practices Act, and similar provisions of State and Territory legislation to payment of an amount equal to the lowest of, in the case of supply of goods:
 - The cost of replacing the goods
 - The cost of repair of the goods
 - The cost of having the goods repaired or replaced;and in the case of Services:
 - The cost of supplying the Services again.
- 4.16. REDSTACK Pty Ltd shall not be liable for any failure to deliver the Products or the Services, or default or failure in performance of the Products or the Services resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, the elements, strikes, labour disputes, shortage of suitable parts, components, materials including ink, chemicals and paper, labour of transportation or any other cause beyond reasonable control of REDSTACK Pty Ltd.
- 4.17. The Client may offer to purchase the Products and/or services at the Price by delivery of a duly authorised Purchase Order or equivalent which must include reference to the Proposal Number and Proposal Date appearing in the Proposal.