



TERMS AND CONDITIONS

1. GENERAL

a) DEFINITIONS

- Company means Universal Communications P/L, which is the company submitting this quotation.
- Contract means the agreement herein between the Company and the Customer.
- Customer means the person, firm or corporation to whom the quotation is addressed.
- Terms and Conditions means the terms and conditions hereof.
- Quotation means the quotation herein.

b) TERMS AND CONDITIONS

The terms and conditions (subject only to amendments thereto in writing by the Company) and the law of the place where this Quotation is issued by the Company shall exclusively govern this Quotation and any Contract between the Company and the customer which shall arise. The placing of an order by the customer based upon this quotation shall constitute acceptance by the Customer of such provisions, and agreement that the same supersede and prevail over all terms and conditions which may be contained in an order or in any correspondence or otherwise. These conditions of sale of items and equipment are included in the current company price list.

2. TERMS

Strictly 7 days or Due on receipt payment for all equipment and services provided by the Company to the Customer, payment must be made within 7 days of invoice date. The Company reserves the right to invoice the Customer progressively. When payment is not made within the period interest at the rate set out from time to time in the Penalty Interest Rate Act from the initial date of the invoice, shall be payable at a daily rate until payment is made. If payment is not received when due, the Company reserves the right to cease the provision of goods or services which are the subject of this agreement.

However, nothing herein contained shall be interpreted as an indulgence to the Customer to effect payment after the due date.

3. VALIDITY

The Quotation will be valid for a period of 30 days from the date herein, unless otherwise stated.

4. CANCELLATION OR VARIATION

This Contract may at the Company's option, be terminated in the event of the insolvency of the customer. The Customer may cancel its order only with the Company's written consent and upon payment of reasonable and appropriate cancellation charges to be determined by the company. An order may be varied only if such variation is accepted by the company in writing.

5. PRICES

All prices are subject to change without notice and all orders are accepted by the Company on the condition that they will be invoiced at the price ruling at the date of dispatch. All prices are strictly net unless otherwise stated in writing. **Those prices are shown in list or catalogues, which may be recommended selling prices, proving no obligation upon the part of the customer to abide by those list prices.** The company reserves the right to correct all typographical and clerical errors which may be present in the prices or specifications of this quotation.

6. RIGHTS IN RELATION TO GOODS

The company reserves the following rights in relation to the goods until all accounts owed by the customer to the company are fully paid:

- (1) Ownership of the goods;
- (2) To enter the customer's premises (or the premises of any associated corporation or agent of the customer where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
- (3) To keep or resell any goods repossessed pursuant to (2) above.

If the goods are resold, or products manufactured using the goods are sold, by the customer, the customer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of the seller and shall pay such amount to the company upon request. Notwithstanding the provision above the seller shall be entitled to maintain an action against the customer for the purchase price and the risk of the goods shall pass to the buyer upon delivery.

7. DEPOSIT

- (1) The customer must pay -
 - (a) The deposit, if the Company chooses to set a deposit, to the Company on the date specified in the particulars
- (2) Payment must be by bank Cheque or by cash.
- (3) If the Company ends this agreement, the Company may keep the deposit and either:
 - (a) Resell the goods and sue the customer for all labour and expenses on resale as applicable; or
 - (b) Retain the goods and sue the customer for damages for breach of contract.
- (4) If the Company ends this contract, Company must repay any money paid by the customer, and pay the expenses attributed to the default.

8. WARRANTY AND LIMITATION OF LIABILITY

Equipment manufactured by the company is warranted to be free from defects in material and workmanship which may develop within one year.

For equipment not manufactured by the Company then the original manufacturers warranty applies.

9. GOODS RETURNED FOR CREDIT

Goods will be accepted from the Customer for credit only by prior written agreement by the Company, or to the extent that they have been wrongly or over supplied. Returned goods will be delivered to the Company free of charge, in good order and condition, unused and in original packaging accompanied by a dispatch note stating the original invoice No., date of supply and the reason for return. The Company will determine a charge to be applied to the Customer for the purpose of covering handling and restocking costs. Goods made to special order by the Company cannot be returned for credit.

10. INJURY AND DAMAGE

The Customer shall indemnify the Company against all claims whether made under Contract or statute or under common law, for any injuries to person or persons or damage to property belonging to the Customer or to anyone also arising out of the use of any goods or equipment; however such injury or damage may arise or be caused.

11. GST

This clause applies if GST (which includes but is not limited to any goods and services tax, broad Based consumption tax, value-added tax or other similar tax) is or will be payable by; or an input Tax credit arises or will arise in favour of any party in respect of any supply or acquisition made Under or in connection with this agreement. If a party makes a taxable supply under or in connection With this agreement for consideration which represents its value, then the recipient of the taxable Supply must also pay the amount of any GST payable in respect of the taxable supply (subject to a Valid tax invoice being delivered to the party liable to pay for the taxable supply).

12. ENTIRE AGREEMENT

This agreement incorporates the entire understanding between the Companies with respect to its subject matter and revokes any agreements, understandings or arrangements that may have previously existed between the Companies regarding the subject matter of this agreement, express or implied that may have previously existed between the Customer and the Company regarding the subject matter of this agreement.

I HAVE RECEIVED AND READ A COMPLETE COPY OF THE AGREEMENT AND AGREE TO ITS TERMS AND CONDITIONS.

The following must be completed by a company Director:

COMPANY DIRECTOR

WITNESS

Signature:

Signature:.....

Print Name:

Print Name:.....

Date:

Date:.....

Payment Terms

Payment Amount