

PURCHASE ORDER TERMS & CONDITIONS

GOODS & SERVICES TAX: All RRP advertised prices are inclusive of GST.

PAYMENT: Unless otherwise indicated payment is required prior to dispatch of goods and services.

SPECIAL RATES: Any discounts, special prices and rebates indicated on this Purchase Agreement will only apply upon settlement of account within set trading terms. Otherwise, standard recommended retail prices will be charged.

OVERDUE PAYMENT: Our general terms of payment are 30 days net. Should a payment not be received by the due date a charge of 10% on the overdue amount may be applied.

INSTALLATION: Installation of hardware is not included unless otherwise indicated. Any other KSU hardware, software, set-up and install charges as applicable are excluded. If at any time the hardware needs to be re-installed or moved, M2 Technology Pty Ltd will coordinate the move and charges may apply.

LICENCE: Copyright of all material belongs to M2 Technology Pty Ltd and are licensed for use by the Customer for the period indicated and only for the purpose of telephone information on hold.

NOTICES: We must be advised of any changes to your details shown above or any information that would be deemed reasonable for advisement including your inability to fulfil the terms of the Agreement. Notices must be issued in writing to M2 Technology Pty Ltd within 7 days.

NON-CANCELLABLE: Purchases are non-refundable if you simply change your mind or provide incorrect information as to the compatibility of your telephone system, LAN connection, analogue capacity or you have made an incorrect choice that does not suit your needs. Hardware / programs not utilised are non-refundable unless a suitable negotiated payout figure is agreed to by M2 Technology Pty Ltd

DEFAULT & REMEDIES: You will be considered to be in default and to have repudiated this Agreement if you (a) allow two or more payments to fall 30 days past the due date (a) become insolvent, bankrupt, or enter receivership, or liquidation, or (b) attempt to sell dispose or encumber the equipment if supplied under agreement. You must pay M2 Technology Pty Ltd for any expenses reasonably incurred in enforcing this Agreement, or incurred because you have breached the Agreement including, but not limited to, debt collection fees, solicitors' costs and costs incurred in repossessing or attempting to repossess the service or equipment.

VSA – VOICE SERVICE AGREEMENTS VOICE AND / OR INCLUDING HARDWARE – Additional Terms & Conditions

PAYMENT: Initial invoice will be generated 7 days from date of order and credit card charged. EFT payments can also be made, however dispatch of goods is unable to proceed until the 1st instalment has been received. Subsequent periodical billings are payable 30 days from date of invoice

IMPLEMENTATION: Our Creative Department will contact you within 24 hours from receipt of this order to arrange script production. Generally this process will take 2 to 4 days and your messages will be ready for dispatch within 48 hours from script approval. No credit will be given due to delays that prevent the dispatch or installation of voice/hardware caused by your staff, telephone installers or IT staff which are outside the control of M2 Technology Pty Ltd. M2 Technology Pty Ltd reserves the right to supply hardware with generic music program to implement this Agreement should the Customer continue to delay script production. As part of our Customer Service Policy, if at the end of each year the Customer has not taken up their message allocation we reserve the right to provide a refreshed message with the same content and new voices and music. Programs not utilised by the client within the term of the contract are non-refundable.

NON-CANCELLABLE: This Agreement cannot be cancelled or terminated during the agreed term. Programs not utilised by the Customer within the term of the contract are non-refundable. Cancellation of this Agreement by the Customer for any reason will incur full payment of the contracted charges to the end of the term unless a suitable negotiated payout figure is agreed to by M2 Technology Pty Ltd.

END OF TERM: At least 30 days prior to the end of the term, the Customer shall have the option, exercisable by written notice to M2 Technology, to: (a) return the hardware at the Customer's cost to M2 Technology Pty Ltd in good working order (b) extend the term for a further period on terms and conditions to be mutually agreed or (c) renew the Agreement for a further term subject to the same covenants, conditions and stipulations as are herein contained or implied. Failure to provide notice of intention will result in the Agreement being automatically renewed for a further 12 months at the rate applicable to this Agreement

OWNERSHIP: M2 Technology Pty Ltd remains as the owner of the provided hardware for the duration of the Agreement as indicated above. You must protect our ownership of the hardware and not attempt to sell, hire or deal with it in any other way.

LOSS OR DAMAGE: The Customer is obliged to ensure that the equipment is not damaged or destroyed, except for normal wear and tear, while in your care. The hardware must be kept securely and covered by your insurance for personal injury and property loss. If equipment is lost, stolen or damaged while in your care, you will be required to pay repair or replacement cost and continue to meet the obligations of this Agreement.

DEFAULTS AND REMEDIES: You must indemnify M2 Technology Pty Ltd for (a) any loss or damage to the hardware (b) liability for any death or damage to any person or property arising directly or indirectly from the equipment or its use made against M2 Technology Pty Ltd in connection with the equipment and its operation.