

## Payment Terms

All customers must acknowledge and accept the following terms for the supply of goods and/or services provided by Forerunner Computer Services Pty Ltd (the Supplier).

- 1) Unless otherwise agreed in writing by the Supplier, the Customer is on COD terms. In all other circumstances, the Customer is required to pay the price of all amounts for all services and all accounts, in full (with no deduction or set-off), no more than 7 days from the due date on the invoice.
- 2) Any forbearance by the Supplier in respect of the Customer's failure to pay strictly in accordance with the payment terms shall not constitute a waiver by the Supplier of its rights to payment nor will it be construed as an agreement to extend credit.
- 3) The Supplier reserves the right, at all times, to suspend or discontinue the supply of Goods and/or Services to the Customer without being obliged to give any reason for its action.
- 4) Where the Customer is on COD terms, the Supplier reserves the right not to provide the Goods and/or Services until payment of the price has been received in full.
- 5) Where the Supplier has agreed to provide the Goods and/or Services to the Customer other than on COD terms:
  - a) the Supplier reserves the right to suspend the account immediately if any payment becomes overdue;
  - b) where applicable, the Supplier reserves the right to withdraw the credit facilities in the event of: any credit limit internally set by the Supplier, or trading terms, being exceeded; or in the event that the Supplier becomes aware of any factor, in its sole opinion, that materially affects the Customer's credit worthiness;
  - c) interest on overdue amounts may be charged at a rate of 1.5% per calendar month or part thereof, and/or a late fee of \$5.00, (whichever is the greater), and the Customer shall be liable for, and expressly undertakes to pay, all such interest and or fees; and
  - d) in the event of a dispute, the complete undisputed portion of the account must be paid in accordance with the Payment Terms.
- 6) At the Supplier's sole discretion, a deposit may be required prior to any supply of services. The Supplier reserves the right not to provide the Goods and/or Services until such time as the required deposit is paid in full.
- 7) Any quotation given by the Supplier to the Customer is not an offer or obligation to supply but an invitation to treat only. The Supplier will endeavour, but will not be obliged, to maintain the quotation price for a period of 30 days. However, the Supplier reserves the right to accept or reject any order. The Supplier is not obliged to supply Goods and/or Services unless the Supplier accepts the Customer's order in writing.
- 8) Should the Supplier incur legal and/or any other expenses, including any such expenses to any collection agency, in obtaining, or attempting to obtain, payment for any amount due by the Customer, the Customer shall be liable for all such expenses (on a full indemnity basis). The Customer acknowledges that the collection expenses may be calculated on a commission basis at a percentage rate of up to 25% of the amount due and expressly agrees to pay those expenses irrespective of the amount of work actually performed by the collection agency.
- 9) Any amounts received by the Supplier may be applied at the Supplier's discretion: first against interest, fees, charges, collection expenses and legal expenses; and second, towards any amount that the Customer owes to the Supplier from time to time.
- 10) The Customer shall be liable for, and expressly undertakes to pay, all fees (including an administration fee in an amount to be set from time to time by the Supplier) for all costs, fees and/or charges incurred by the Supplier as a result of any cheque given by the Customer, or electronic banking transaction made by the Customer, being dishonoured for whatever reason.

## 11) Limitation of Liability

- a) Subject to any law to the contrary, Forerunner's liability to the Client (and any party claiming through the Client against the Forerunner) for any claim for loss or damages (including legal expenses) made in connection with this Agreement for contract, tort (including negligence), under statute, in equity or otherwise shall be as follows:
  - i) if Forerunner is in breach of this Agreement Forerunner's liability is strictly limited to:
    - (1) for Goods - the cost of replacement of the defective Goods as soon as reasonably practicable, or the repair of the defective Goods or the repayment (or allowance) of the invoice price of the defective Goods at the option of Forerunner;
    - (2) for Services – within 14 days, to the provision of the Services again or the repayment (or allowance) of the invoice price of the Services at the option of Forerunner;
  - ii) Forerunner's liability for breach of this Agreement does not extend beyond the defective Goods to any other Goods that are part of an order or otherwise;
  - iii) where loss or damage is not covered by Clause 11(a)(i), Forerunner is not liable to the Client under statute, in equity or in tort (including negligence or otherwise) for any loss or damage to person or property arising from or caused in any way by Forerunner performing the Services; and
  - iv) Forerunner shall not be liable for any indirect, special or consequential loss or damage of any nature whatsoever resulting from or caused in any way by Forerunner performing the Services.
- b) Any claim by the Client in respect of defective Goods and/or damaged Goods must be made in writing within 14 days of the delivery of the Goods.
- c) Forerunner's obligations in the event of Clause 11(a) applying do not include:
  - i) the cost of removal of defective goods whether installed or otherwise;
  - ii) the cost of installation of replacement for defective goods; and
  - iii) defects in goods caused by improper installation or maintenance of goods or related components or normal wear and tear and damage.

Forerunner Computer Systems Pty Ltd, reserves the right to update these terms at its discretion.