

1.	<b>Definitions</b>		
1.1	"Seller" shall mean Corporate Systems Integration Pty Ltd and its successors and assigns.	13.2	If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all of the Seller's costs or disbursements including on a solicitor and own client basis and in addition all <b>RECOVERIES NATIONAL Legal</b> costs of collection.
1.2	"Buyer" shall mean the buyer or any person or Seller acting on behalf of and with the authority of the buyer.	13.3	Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.
1.3	"Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Buyer if a Limited Liability Buyer on a principal debtor basis.	14.	<b>Title</b>
1.4	"Goods" shall mean Goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined).	14.1	It is the intention of the Seller and agreed by the Buyer that property in the goods shall not pass until:
1.5	"Services" shall mean all services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Services as defined supra).	14.2	(a) The Buyer has paid all amounts owing for the particular Goods; and
1.6	"Price" shall mean the cost of the Goods as agreed between the Seller and the Buyer subject to clause 4 of this contract.		(b) The Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.
2.	<b>Acceptance</b>		It is further agreed that:
2.1	Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Services and/or Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or upon the written consent of the manager of the Seller.		(a) The Buyer shall not deal with the money of the Seller in any way which may be adverse to the Seller.
2.2	None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.		(b) Until such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.
3.	<b>Goods</b>		(c) If the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damage there caused.
3.1	The Goods shall be as described on the invoices, quotation, work authorisation, sales order or any other work commencement forms as provided by the Seller to the Buyer. In the case of second hand Goods the Buyer acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by the Seller as to the quality of suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Seller shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.		(d) The Buyer shall not charge the Goods in any way nor grant otherwise give interest in the Goods while they remain the property of the Seller.
4.	<b>Price and Payment</b>	15.	(e) The Seller may require payment of the Price or the balance of the Price due together with any other amounts due from the Buyer to the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amounts due and the Price.
4.1	At the Seller's sole discretion;	15.1	(f) The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer.
	(a) The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or		<b>Security and Charge</b>
	(b) The Price shall be the Seller's current price at the date of delivery of the Goods according to the Seller's current Price list; or		Notwithstanding anything to the contrary contained herein or any other rights which the Seller may have however:
4.2	(c) The price of the goods shall be the Seller's quoted price which shall be binding upon the Seller provided that the Buyer shall accept in writing the Seller's quotation within thirty (30) days.		(a) Where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligation payable under the terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
4.3	At the Seller's sole discretion a deposit may be required. The deposit amount will be 20 % of the Price of the Goods/Services and shall become immediately due and payable.		(b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
4.4	The Seller may by giving notice to the Buyer at any time up to 7 days before delivery increase the price of the Goods to reflect any increase in the cost to the Seller beyond the reasonable control of the Seller (including, without limitation, foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs).		(c) To give effect to the provisions of Clause 15 (a) and (b) inclusive hereof the Buyer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Seller to the Seller's nominee, namely <b>STEVE WALKER &amp; ASSOCIATES</b> as the Buyer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Seller and/or <b>STEVE WALKER &amp; ASSOCIATES</b> shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Buyer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Buyer's and/or Guarantor's name as may be necessary to secure the said Buyer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.
4.5	Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods/Service.		
4.6	At the Seller's sole discretion, payment for approved Buyers shall be due fourteen (14) days from the completion date.		
4.7	At the Seller's sole discretion, payment for approved Buyers shall be made by instalments in accordance with the Seller delivery/payment schedule.		
4.8	Payment will be made by cash, credit card, cheque or direct credit or electronic banking, or by any other method as agreed to between the Buyer and the Seller.		
4.9	The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the seller.		
4.10	Credit Card fees may also apply at the rate of 3.3% added to the total GST inclusive amount of the invoice.		
	Payment must be made in full within the terms outlined unless otherwise authorised by CSI in writing. Failing to do so will be classed as breach of terms.	16.	<b>Cancellation</b>
5.	<b>Delivery of Goods</b>	16.1	The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before Goods are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.
5.1	Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods/Services shall be made to the Buyer at the Seller's address.	17.	<b>Privacy Act 1988</b>
5.2	The costs of carriage and any insurance which the Buyer reasonably directs the seller to incur shall be reimbursed by the Buyer (without any set-off or other withholding whatever) and shall be due on the date of payment of the Price. The carrier shall be deemed to be the Buyer's agent.	17.1	The Buyer and/or the Guarantor/s agree for the Seller to obtain from a credit reporting agency a credit report containing personal credit information about the Buyer and Guarantor/s in relation to credit provided by the Seller.
5.3	Where there is no agreement that the Seller shall send the Goods to the Buyer, delivery to a carrier at limited carrier's risk at the expense of the Buyer is deemed to be delivery to the Buyer.	17.2	The Buyer and/or the Guarantor/s agree that the Seller may exchange information about Buyer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
5.4	The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.		(a) To assess an application by Buyer;
5.5	The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.		(b) To notify other credit providers of a default by the Buyer;
5.6	When the Goods at the date of this agreement are in possession of a third person there is no delivery by the Seller to the Buyer unless and until such third person acknowledges to the Buyer that the Goods are being held on behalf of the Buyer subject to the issue or transfer by the Seller of documents of title to the goods.		(c) To exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and
6.	<b>Risk</b>		(d) To assess the credit worthiness of Buyer and/or Guarantor/s.
6.1	If the seller retains property in the Goods nonetheless all risk for the Goods passes to the Buyer on delivery.	17.3	The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 16K(1)(h) Privacy Act 1988).
6.2	If any of the Goods are damaged or destroyed prior to property in them passing to the Buyer, the Seller is entitled, without prejudice to any of its other rights or remedies under these terms and conditions (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable in respect of the Goods. This applies whether or not the Price has become payable under these terms and conditions. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries. The Seller will apply the insurance proceeds as follows:	17.4	The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:
	(i) first, in payment of the Price of the Goods that are damaged or destroyed, if unpaid;		(a) Provision of Goods & Services;
	(ii) second, in payment of the outstanding Price of any other Goods supplied to the Buyer by the Seller whether under the terms and conditions or otherwise;		(b) Marketing of Goods and or Services by the Seller, its agents or distributor in relation to the Goods and Services;
	(iii) third, in payment of any other sums payable to the Seller by the Buyer on any account;		(c) Analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to the provision of Goods or Services;
	(iv) fourth, any balance is to be paid to the Buyer.	17.5	(d) Processing of any payments instructions, direct debit facilities and/or credit facilities requested by Buyer; and
7.	<b>Defects</b>		(e) Enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Goods and Services.
7.1	The Buyer shall inspect the Goods on delivery and shall within seven (7) days of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.		17.6
8.	<b>Return of Goods</b>		(a) To obtain a consumer credit report about the Buyer; and
8.1	Except as provided in this clause, the Buyer is not entitled to return the Goods to the seller for any reason. For defective Goods which the Buyer is entitled to reject, the seller's liability is limited to either (at the seller's discretion) replacing the Goods, or refunding the Price provided that:		(b) Allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.
	(a) The Buyer has complied with the provisions of clause 7.1;		
	(b) The Seller will not be liable for Goods which have not been stored in a proper manner.	18.	<b>Unpaid Sellers rights to dispose of Goods</b>
9.	<b>Repairs and Replacements</b>	18.1	In the event that:
9.1	The Seller does not undertake that repair facilities and parts will be available for the Goods and will not be liable to repair any defective Goods and assists own discretion may:		(a) The Seller retain possession or control of the Goods; and
	(a) notify the manufacturers of the Goods of any defect notified by the Buyer; and		(b) Payment of the Price is due to the Seller; and
	(b) request the manufacturers to repair or replace any defective Goods.		(c) The Seller has made demand in writing of the Buyer for payment of the Price in terms of this agreement; and
10.	<b>Warranty as to Goods Manufactured by the Seller</b>		(d) The Seller has not received the Price of the Goods;
10.1	Subject to the conditions set out in clause 10.2, 10.3 and 10.4, the Seller warrants that if any defect in materials and workmanship in Goods manufactured by the Seller become apparent and is reported to the Seller within 12 months of delivery of the Goods (time being of the essence) then the Seller will repair the defect or replace the product.		then, whether the property in the Goods has passed to the Buyer or has remained with the Seller, the Seller may dispose of the Goods and may claim from the Buyer the loss to the Seller on such disposal.
10.2	The warranty:	19.	<b>Intellectual Property</b>
	(a) any parts or components not actually manufactured by the Seller; or	19.1	In a situation, where the Buyer has supplied drawings, the seller may look for an indemnity for the specification and designs of the Goods (including the copyright, design or other intellectual property in them) shall as between the parties by the property of the Seller. Where any designs or specification have been supplied by the Buyer for manufacture by or to the order of the Seller then the Buyer warrants that the use of those designs or specification for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.
	(b) transport to and from works; or	19.2	The Buyer warrants that all designs or instructions to the Supplier will not cause the supplier to infringe any patent, registered design or trademark in the execution of the Buyers order.
	(c) any claim that is not made within the applicable warranty period.	20.	<b>General</b>
10.3	The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:	20.1	If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
	(a) failure by the Buyer to correctly set up, apply or fit the product; or	20.2	All Goods supplied by the Seller are subject to the laws of New South Wales and the Seller takes no responsibility for changes in the law which affect the Goods supplied.
	(b) failure on the part of the Buyer to properly maintain the product; or	20.3	The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.
	(c) failure on the part of the Buyer to follow any instructions or guidelines provided by the manufacturer of the product of by the Seller	20.4	The Buyer shall not set off against the Price amounts due from the Seller.
	(d) any collusion of the product and any other thing; or	20.5	The Seller may licence or sub-contract all or any of its rights and obligations without the Buyer's consent.
	(e) any accident; or act of God	20.6	The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Seller notifies the Buyer of such change.
10.4	The warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if:	20.7	In the event of any breach of the contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.
	(a) the product is fitted to or used on any application other than any application which is specified in an order or quote form; or		
	(b) if the product is repaired, altered or overhauled without the seller's consent.		
10.5	In respect of all claims, the Seller shall have the sole and unaffected discretion to decide whether repairs shall be made to the product or whether the product shall be replaced, and in either case the seller shall not be liable to compensate the Buyer for any delay in either replacing or repairing the product or in properly assessing the Buyers claim.		
11.	<b>The Commonwealth Trade Practice Act 1974 and Fair Trading Acts</b>		
11.1	Nothing in this agreement is intended to have the effect of contracting out any applicable provisions of the Commonwealth Trade Practices Act 1974 to the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.		
12.	<b>Buyers Disclaimer</b>		
12.1	The Buyer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of the misrepresentation made to him by any servant or agent of the Seller and the Buyer acknowledges that he buys the Goods relying solely upon his own skill and judgement and that the Seller shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Buyer and shall not be transferable to any subsequent Buyer.		
13.	<b>Default &amp; Consequences of Default</b>		
13.1	Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 10% per calendar month and shall accrue at such a rate after as well as before any judgement.		

**PAYMENT METHODS**

Direct Deposit, Cash, Cheque, Amex, Visa, MasterCard, EFTPOS  
Please refer to item 4.9 for credit card fees.

All cheques to be made payable to;  
**Corporate Systems Integration Pty Ltd.**