



# TERMS OF BUSINESS

ABN 36 105 388 654

## General

The following constitutes the agreed terms of business between Datasouth Business Solutions Australia (PTY) Limited ABN 36 105 388 654 and Synergy Software Solutions Limited (hereinafter referred to as Datasouth) and the client. Datasouth may vary these conditions without notice.

## Payment

Unless specifically agreed otherwise, payment for purchases of hardware, software and installation services are due on delivery. Datasouth reserves the right to charge penalty interest on accounts not paid on the due date, at a rate equal to the Reserve Bank's Official Cash Rate, plus 10%, together with collection costs incurred. No part of the payment due is to be retained by the Purchaser. Where all goods are not immediately available, any retention will be agreed in writing but will be no greater than the value of the goods not supplied. Pricing is quoted exclusive of GST and cost of freight. If payment is made by credit card, Datasouth may recover the credit card fees incurred. Where accounts are not paid by due date, Datasouth may withhold services at its discretion.

## Warranty

Datasouth guarantees all new products for a period of 60 days, or for the period of the manufacturer's warranty, whichever is longer. Repairs to faults, which were not intermittent, are guaranteed for a period of 60 days. For reasons detailed below, no warranty can be given for intermittent faults. Warranty is provided subject to:

- Equipment being properly used and maintained according to Manufacturer's instructions.
- Damage or fault is not due to outside influences (such as power surges) or user error.
- Warranty on replacement equipment applies from the date of original purchase of the equipment that was replaced under warranty.
- Where a third party not authorised by Datasouth attempts to undertake any service on product supplied by Datasouth, Datasouth reserves its position to void any applicable warranty.

Manufacturers' warranty covers repair costs only and does not cover Datasouth's associated labour costs related to fault diagnosis.

## Intermittent Faults

Because of the intermittent nature of many computer faults, it is often impossible to diagnose a fault other than by a series of replacements and/or testing of different components. The non-appearance of an intermittent fault during workshop testing does not mean that the fault has actually been fixed. A successful repair may therefore involve a long period with the equipment being returned several times before the fault is finally eliminated. In many cases, the problem may lie within a change to the environment rather than an actual repair to the equipment. Datasouth service personnel will do their best to eliminate the most likely reasons first, but all time will be charged for.

## Backup of Data and Programmes

While every effort is made to ensure the integrity of data on a client's system, at times problems may arise. It is the responsibility of the client to maintain an adequate backup and security of data at all times.

## Privacy

Datasouth will handle clients' personal information in accordance with relevant laws. Client information may be used by Datasouth to make enquiries relating to creditworthiness at any time.

## Charges

A minimum charge of one hour applies to all onsite service calls. A minimum charge of 30 minutes applies to remote or telephone support. Where service and/or support work is required outside core business hours of 8.00 am to 6.00 pm weekdays, or on statutory days and weekends, Datasouth will charge a surcharge per hour over and above the normal hourly charge for such services. Unless specifically agreed otherwise, a call out fee will also apply. Travelling time will be charged on a one way basis of reasonable travel time between Datasouth's premises and the client site. Datasouth may vary its charge out rates at its discretion.

## Priority

While Datasouth tries to ensure sufficient resources to expedite repair, there are times when resources are limited. On such occasions, priority for repairs, parts and/or loan equipment will be provided to those clients whose equipment is covered by a Datacare Support Contract.

## Support / Training

Unless specifically agreed, training and application support for software other than any produced by Datasouth is not provided. Training and application support for Datasouth's software is chargeable unless specifically agreed PRIOR to being provided.

## Ownership

Goods will remain the property of Datasouth until fully paid for, but risk shall pass to the client when such goods are delivered to the client or into custody on the client's behalf. Once pre-packaged software is opened, under no circumstances will it be accepted for return.

## Software Licensing, Viruses, Security

Datasouth will not knowingly recommend illegal software to the client, or recommend licence levels lower than those actually required. It is the client's responsibility to ensure that all software purchased or obtained is both legally obtained and virus free. Datasouth will not be held responsible for software piracy or licensing violations on the client's system. Furthermore; Datasouth will not be liable for any security breaches or viruses occurring within the client's system. If the product supplied is a software product, then in addition to these terms, that product is supplied subject to the terms and conditions of the relevant software licence agreement.

## Liability

Datasouth employees, contractors or agents will not be liable in contract, tort (including negligence) or otherwise to compensate the client or any employees or agents thereof for any loss, injury or damage arising directly or indirectly from any omission, error, default or delay by Datasouth employees, contractors or agents or for any failure of the services provided - except where the loss, injury or damage is the direct or indirect result of an intentional act. Such loss (whether direct or indirect) includes loss of profits, revenue, actual or potential business opportunities, contracts or anticipated savings or profits or any indirect or consequential loss whatsoever, notwithstanding that Datasouth employees, contractors or agents have been advised of the likelihood of such losses.

## Intellectual Property

All trademarks, copyright and other intellectual property embodied in or in connection with product, service, software and any related documentation are the sole property of Datasouth or its suppliers and cannot be used by the client without the consent of Datasouth.

**DECLARATION:** I have read and accept the "Terms of Business" for the group of companies collectively referred to as Datasouth as detailed in this document. I confirm that the information I have given in this document is true and correct and that I am authorised to make this application. Furthermore, I authorise Datasouth to check my/our credit history and to exchange relevant information and opinion with all referees nominated.

Name

Position

Signature

Date