

Terms of Trade

Version 1.2 September 27th 2017

The following are the standard terms of trade of Integrated Solutions Group Queensland Pty Ltd ('Integrated Solutions') of 60 Leichhardt Street, Spring Hill, Queensland 4000, ACN 141 820 073, ABN 66 141 820 073. By purchasing Goods and/or requesting Services from Integrated Solutions you are agreeing to these terms of trade.

1. General Obligations

1.1 You agree that you will:

- (a) punctually pay to Integrated Solutions any sums that become due in accordance with these terms;
- (b) document properly and clearly any specific requirements which you have for Integrated Solutions to perform where those requirements are more specific than those expressed here, and provide such documentation to Integrated Solutions before we are required to fulfil such requirements;
- (c) provide to Integrated Solutions in a timely and efficient manner, and in a form satisfactory to Integrated Solutions, all images, text, animations, marks, logos, colours, sounds, video, source code, applications, music or any other thing you require to be included in any part of the works you require Integrated Solutions to produce ('Inclusions');
- (d) seek and obtain all licences and permissions required;
- (e) in good faith, devote sufficient time and assist Integrated Solutions to produce documents and specifications clearly setting out the functional and practical requirements you have for any works you require Integrated Solutions to produce;
- (f) be responsible for all site preparation as required to enable efficient delivery and implementation of the Goods and Services;
- (g) to ensure that all our personnel, agents or sub-contractors are sufficiently trained in and aware of your policies and procedures.

1.2 We agree that we will procure for and supply to you the Hardware and Software as agreed.

2. Payment Terms

- 2.1 For new and non-account-customers, where a quotation for goods exceeds \$1,000.00 (and/or the product is non-returnable) then 50% of the total quotation amount must be paid on placement of the order with the balance to be paid before delivery of the goods.
- 2.2 For new and non-account customers, where the quotation is for services work then a prepayment for the estimated value of the task must be received before we are able to start work. In some circumstances, where an ongoing services contract has been signed this condition may be waived.
- 2.3 You may apply for a credit account for both products and services once a reasonable trading history (at least 3 months) has been established with us. All account applications will be granted at our discretion.
- 2.4 For credit account customers, all invoices raised are due immediately upon receipt of the invoice and payment is required within 14 days of the date printed on the invoice. Credit accounts will be automatically suspended should these trading terms not be maintained.

3. Confidentiality

3.1 We both agree to maintain in confidence and respect the Confidential Information of the other and to abide by the restrictions on use and disclosure of another's Confidential Information.

4. Performance and Liability

4.1 We both agree to use our best efforts and to act in good faith in order to ensure that our obligations are carried out in a safe, timely and professional manner.

4.2 Subject to clause 4.4, any warranty or condition which would otherwise be implied into these terms of trade is excluded, that is, any service provided or goods supplied are provided or supplied without warranty of any kind including, but not limited to, warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, currency or delays.

4.3 Integrated Solutions makes no warranty that any works produced will be free from error.

4.4 If legislation implies into these terms of trade any condition or warranty, and such legislation avoids or prohibits provisions excluding or modifying the application or exercise of, or liability under, such condition or warranty, the condition or warranty will be deemed included. However, the liability of Integrated Solutions for any breach of such condition or warranty will be limited, at the option of Integrated Solutions, to one or more of the following:

(a) If the breach relates to Goods:

- (i) the replacement of the Goods or the supply of equivalent goods;
- (ii) the repair of such Goods;
- (iii) the payment of the reasonable cost of replacing the Goods or of acquiring equivalent Goods; or
- (iv) the payment of the reasonable cost of having the Goods repaired; and

(b) If the breach relates to Services:

- (i) the supplying of the Services again; or
- (ii) the payment of the reasonable cost of having the Services supplied again.

4.5 Except as provided in clause 4.4 the total liability of Integrated Solutions to you for damages arising out of Integrated Solutions performance of or failure to perform any part of the Services, regardless of the cause of action or type of cause of action, is limited to the amount of charges paid by you for that part of the Services directly out of the performance or non-performance of which the liability arose.

4.6 In no event will Integrated Solutions be liable for any lost profits or any consequential, exemplary, incidental, indirect or special damages arising from, or in any way related to, the Goods and/or Services provided.

5. Relationship of the Parties

- 5.1** The relationship between you and Integrated Solutions in relation to the matters referred to in these terms of trade is solely that of principal and independent contractor and:
- (a) nothing in these terms of trade constitutes or will be deemed to constitute a relationship of employer and employee, partnership or joint venture between you and Integrated Solutions; and
 - (b) except as expressly provided in these terms of trade, neither party has authority or power to bind the other party to a contract or commitment or create a liability against the other party in any way in relation to the matters referred to in these terms of trade.
 - (c) both parties agree that they will not either directly or in conjunction with or on behalf of any other person or organisation attempt to solicit, interfere with or entice away any employee, consultant, contractor or client of the other party provided always that nothing contained in this provision shall be deemed to prohibit the seeking or performing of business not in direct or indirect competition with the business of either party.

6. Force Majeure

- 6.1** Integrated Solutions is not liable in respect of any failure to perform its obligations under these terms of trade due to a Force Majeure Event.

7. Resolution of Disputes

- 7.1** In the event of any dispute arising pursuant to these terms of trade or in relation to the goods and services provided or payments made, or any alleged breach of these terms and conditions ('Dispute'), the Dispute must be referred by the parties at first instance to mediation in accordance with this clause 7.
- 7.2** The party referring the Dispute to mediation must notify the other party in writing that the Dispute is being referred to mediation and the parties must use their best endeavours to agree upon a mediator within seven (7) days of receipt by the receiving party of that notice. Failing agreement, the mediator is to be selected by the president for the time being of the Queensland Law Society. The parties agree to pay the mediator's fees for the mediation in equal shares but otherwise to bear their own costs of and incidental to the mediation process.
- 7.3** The parties agree to use their best endeavours within seven (7) days of receipt by the receiving party of the notice referred to in clause 7.1 to set a time, date, venue and estimated duration of the mediation, and failing agreement, this is to be stipulated by the mediator, with whose direction in this regard the parties agree to comply.
- 7.4** At the agreed time, date and venue for the mediation, the parties agree to attend the venue of the mediation and use their best endeavours to resolve the Dispute by structured negotiation facilitated and presided over by the mediator, who shall remain impartial and make no determination of the rights of either of the parties, but who will otherwise provide directions to the parties as to the conduct of the mediation process and assist the parties to find options for resolution of the Dispute. The parties agree to comply with the directions of the mediator as to the conduct of the mediation process.
- 7.5** If the mediation process fails to resolve the Dispute, the parties will be at liberty to pursue any other legal avenues available to them.
- 7.6** Nothing in this clause 7 will prevent a party from making any urgent application to a court for injunctive relief where it is reasonably necessary to do so whether or not a Dispute has been referred to mediation pursuant to this clause.
- 7.7** Either party may withdraw from our relationship, subject to the terms (and notice periods) of any other agreements in place between us, should either party feel that the mutual objectives of our engagement cannot be satisfied. Should either party withdraw from this engagement, all fees and expenses incurred to date must be finalised within seven (7) days.

8. Miscellaneous Provisions

8.1 Proper Law

These terms of trade will be construed in accordance with and governed by the laws of the State of Queensland and the form, execution, validity, construction and effect is to be determined in accordance with the laws of Queensland and the parties hereby submit themselves to the jurisdiction of the courts in and of that State.

8.2 Variation

Any modification, alteration, change or variation to any of these terms of trade must only be made in writing, executed by all parties.

8.3 Entire Agreement

These terms of trade constitute the entire agreement between the parties in relation to the subject matter unless any specific terms of trade are included in a current and separate written agreement with Integrated Solutions which will take precedence over these terms of trade. Any other prior arrangements, agreements, representations or undertakings are superseded and each party acknowledges that it has not relied on any arrangement, agreement, representation or understanding which is not expressly set out here.

You acknowledge that, unless expressly agreed to by Integrated Solutions in writing, the terms of trade included in any document issued by you will not apply to the sale or supply of Goods and/or Services by Integrated Solutions to you or otherwise vary these terms of trade.

Specific to Provision of Goods

9. Delivery

9.1 Delivery dates are estimated and based on supplier information. They may change at any time and without prior notice. We are not liable for delays in delivery caused by suppliers or other reasons beyond our control.

10. Risk and Title

10.1 Risk of loss or damage to Goods will pass to you upon delivery of the goods to you or your authorised representative. Notwithstanding the passing of risk:

- (a) All Goods delivered remain Integrated Solutions property until all monies owing have been paid in full. Until that time and in the case of Software, subject to the manufacturer's consent and licence conditions, you may sell the Goods in the ordinary course of business as agent for us, and the proceeds shall be held in trust for and on behalf of us;
- (b) Prior to any sale, you shall hold the Goods as bailee for us and shall return the Goods to us upon demand;
- (c) Until payment has been received in full, we will be entitled to enter your premises at any reasonable time to inspect all records in relation to all Goods supplied by us and all records in respect of the sale of those Goods by you;
- (d) We will be entitled to enter your premises at any reasonable time to recover possession of those Goods for which full payment has not been made;
- (e) It is agreed that where we enter your premises to take possession of the Goods and it is not possible to otherwise identify the ownership of the Goods in your possession, the Goods will be treated as though they were sold by you in the same sequence as you had taken delivery.

11. Hardware Warranty

11.1 You accept the Hardware manufacturer's warranty in relation to the Hardware.

12. Software EULA and Warranty

12.1 Your use, rights and obligations in respect of Software is governed by the applicable EULA unless it is varied by agreement between the parties to that EULA. You agree to execute and be bound by the terms of the Software owner's EULA. You accept the Software owner's warranty in relation to the Software.

13. Hardware and Software Problems

13.1 Any problems or issues with any Hardware or Software functionality including, but not limited to, warranty claims are to be resolved between you and the relevant manufacturer or owner directly subject to the terms of the Hardware manufacturer's warranty or the Software owner's warranty and EULA. We will, where possible, provide incidental and reasonable assistance to you during this process.

You acknowledge that, unless expressly agreed to by Integrated Solutions in writing, the terms of trade included in any document issued by you will not apply to the sale or supply of Goods and/or Services by Integrated Solutions to you or otherwise vary these terms of trade.

Specific to Provision of Services

14. Performance of Services

14.1 Services will be performed by us within Business Hours on each Business Day unless otherwise agreed. We will perform the Services utilising such resources, employees and sub-contractors as we deem appropriate.

15. Travel Time

15.1 All travel time is charged at Integrated Solutions lowest hourly rate applicable to you.

15.2 Travel time is not charged within the Brisbane CBD if the consultant is working at the customer premises for over 7 hours on that day.

16. After Hours Support

16.1 All work performed on weekdays outside of Business Hours at the customer's request, including travel time, will be charged at 1.5 times the normal hourly rate for that work. Weekend and public holiday work will be charged at 2.0 times the normal hourly rate.

17. Telephone and Electronic Support

17.1 Telephone and electronic support (email, instant messaging etc.) will be charged at our normal hourly rate in increments of 15 minutes. Where support is provided intermittently over an extended period the consultant will accumulate that time into a single block.

18. Sundry Charges

18.1 All costs incurred by Integrated Solutions and/or its consultants while performing work for or supplying goods to the customer, including but not limited to parking fees, courier & freight charges, media costs (tapes, CDs, DVDs) and all fees, charges and taxes imposed or levied by government on or in connection with the provision or use of the goods or services, including any consumption or goods and services tax, will be passed on to the customer.

19. Indemnity by You

19.1 You agree to indemnify Integrated Solutions in respect of all claims, damages, losses, costs (including with limitation, our legal costs on an indemnity basis) we sustain or may sustain as a result of or arising out of:

- (a) any breach by you of any rights of any third parties or any laws from time to time in any jurisdiction; or
- (b) any act or omission of Integrated Solutions or any of the our Assistants resulting in breach of any rights of any third parties; or
- (c) any breach by you of clause 19.2.

19.2 It is your responsibility to:

- (a) ensure that your use of any works produced by us and Your Works or Inclusions do not infringe any rights of any third party nor any laws in any jurisdiction whose laws may from time to time govern your use of such works to any extent; and
- (b) ensure that you comply with the *Privacy Act* 1988 (Cth) and obtain all necessary permissions from third parties required to allow Integrated Solutions and our Assistants to perform our duties.

20. Risk and Title

20.1 We both agree that:

- (a) Integrated Solutions Works shall remain the sole and complete property of Integrated Solutions, subject to any written agreement to the contrary, whether or not Integrated Solutions Works are tangible;
- (b) no interest whatsoever in the Your Works vests in Integrated Solutions and the ownership of such works shall remain with the true owner of such works; and
- (c) Integrated Solutions Software shall remain the sole and complete property of Integrated Solutions.

20.2 Integrated Solutions grants to you a non-exclusive licence to use the Integrated Solutions Works in any manner you may see fit without any licence fee being payable to us, but you must not assign, sublicense, lease, reinstall, copy or otherwise part with possession of any of Integrated Solutions Works without first obtaining our written consent, which will be entirely within the discretion of Integrated Solutions to give or refuse.

20.3 You grant to Integrated Solutions and our Assistants a non-exclusive licence to deal with the Inclusions and Your Works in any way reasonably necessary to allow Integrated Solutions to perform its duties.

20.4 Integrated Solutions grants to you a non-exclusive licence to use our Software in any manner you may see fit without any licence fee being payable to us, but you must not assign, sublicense, lease, reinstall, copy or otherwise part with possession of any of our Software without first obtaining our written consent, which will be entirely within the discretion of Integrated Solutions to give or refuse.

21. Assignment

Integrated Solutions is entitled to assign or subcontract its obligations to any third party or to provide the outsourcing through any consultant it chooses, provided the consultant is approved by you, which approval must not be unreasonably withheld.

Definitions

'Assistants' means Integrated Solutions employees, servants, agents and subcontractors from time to time.

'Business Day' means a day that is not a Saturday, Sunday or any other day that is a gazetted public holiday or bank holiday in the place where an act is to be performed or a payment to be made as the context admits.

'Business Hours' means 8:00 am to 5:00 pm of each Business Day.

'Confidential Information' means any trade secrets embodied in any information relating to, but not limited to, the commercial activities, product pricing, technologies, business processes, client relationships, strategic information and any other information related to the conduct of each parties businesses.

'Goods' means either Hardware or Software procured or supplied pursuant to these terms of trade as the context admits.

'EULA' means the end-user licence agreement governing the use of Software directly between you and the owner of that Software.

'Force Majeure' means any cause which is not reasonably within the control of the person affected including, without limitation, an act of God, industrial dispute of any kind (other than one caused by the Supplier), war declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion or meteor, restraint of any Governmental Agency, expropriation, prohibition, unavailability or delay in availability of equipment or transport and inability or delay in granting or obtaining any Authorisation.

'Hardware' means any physical product manufactured by a third party including any associated third party maintenance service contracts.

'Intellectual Property' means all copyright, designs, trade marks and patents (whether or not able to be registered throughout the world), trade secrets and know-how and other intellectual property rights throughout the world.

'Services' means general computing and network services both onsite at either Integrated Solutions or your premises or via telephone.

'Software' means any licensed, packaged software that is manufactured, licensed or owned by a third party other than Integrated Solutions or you ("Third Party") and procured on behalf of Integrated Solutions for you, the use of which is subject to that Third Party's EULA, and where applicable, includes its associated third party support and maintenance contract.

'Integrated Solutions Works' means and works, items, materials or information of whatever nature produced or developed by Integrated Solutions or under Integrated Solution's direction pursuant to or in the course of providing the Services, together with all Intellectual Property in such works, items, materials or information, but does not include Integrated Solution's Software.

'You' means the customer entity.

'Your Works' means any works, items, materials or information of whatever nature produced or developed by You or provided by You to Integrated Solutions for the purposes of allowing us to provide the Services, together with all Intellectual Property in such works, items materials or information.