

## Terms and Conditions

The Voice & Coms Solutions system consisting of the Goods listed overleaf is supplied by Voice & Coms Solutions Pty Ltd (hereinafter referred to as "VCS") to the "Customer" named herein subject to the following conditions.

1. The signing of this Contract constitutes an offer to purchase and is the basis of an enforceable contract. This offer cannot be revoked, withdrawn or cancelled by the Customer for any reason and is not binding upon VCS until it has been accepted and signed by its Management, whereupon a binding contract shall come into existence.
2. This document constitutes the entire agreement between VCS and the Customer. The parties acknowledge and agree that no oral representation, warranties, agreements or undertakings (save and except those appearing in the official printed specifications of the Goods hereby offered to be purchased) has been or will be relied upon and that any prior agreement is hereby rescinded. This Contract shall not be varied or amended unless such variation or amendment is in writing and signed by all parties to this Contract.
3. The deposit received by VCS from the Customer, equal to the amount shown on this document, is not refundable unless VCS cancels the order by notice in writing.
4. VCS will endeavour to deliver/install the Goods within the time quoted (which may vary from time to time). However, VCS cannot be held responsible for any delays whatsoever outside the reasonable control of VCS.
5. Unless otherwise agreed to in writing, the Customer must pay the balance of the price specified herein upon delivery or, in the case of installation, upon completion of the installation and cutover. It is agreed that where a Customer enters into a rental or leasing agreement then the deposit paid hereunder shall be refunded upon receipt by VCS of a bank cheque in settlement of the total price.
6. VCS warrants that all Goods sold shall comply strictly with the manufacturer's published specifications. During the period of twelve (12) months from the date of delivery of any Goods by VCS to the Customer, VCS shall replace any defective Goods without charge provided that such defect or damage is not caused by accident, alteration, abuse, misuse or wear through normal usage or by failure to observe the manufacturer's published written instructions.
7. Nothing hereinbefore contained shall limit the rights of VCS upon default by the Customer to bring action to recover any amount remaining unpaid or to claim damages consequential upon breach of this agreement or both and bringing such action shall not be construed as a waiver of the rights of VCS pursuant this Contract.
8. Risk in the Goods passes to the customer upon delivery to the Customer's premises.
9. Property in the Goods shall remain with VCS and VCS reserves the right to dispose of the Goods until such time as full payment is made for all amounts owing by the Customer to VCS under this Contract. If the Customer fails to pay all or any part of the Customer's total indebtedness to VCS under this Contract, or is or becomes bankrupt, or enters into an agreement with creditors or appoints an administrator, receiver or liquidator, VCS may without notice and without prejudice to any of its other rights and remedies recover and/or sell the Goods or any of them and may enter upon the customer's premises by its servants or agents for that purpose.
10. Until full payment for all amounts owed under this Contract is made by the Customer to VCS these conditions shall apply:

- i) The Customer shall store the Goods in a way that clearly manifests VCS's title,
  - ii) The Customer shall hold the Goods as bailee and as a fiduciary for VCS.
11. (1) If a dispute arises between the parties in connection with this Contract then that dispute must be dealt with in accordance with this clause.  
(2) If:  
(a) a party has given to the other party notice of dispute in connection with this Contract; and  
(b) the parties are unable in good faith to settle the dispute within 7 days after notice under sub-clause (a) has been received by the other party, then the dispute must be submitted to an arbitrator chosen by the parties within a further period of 7 days or, in the absence of such a choice, by the President of the Law Society of New South Wales.  
(3) The parties must act to procure the decision of the arbitrator on the subject matters of the dispute as soon as practically possible after it is referred to the arbitrator.  
(4) The arbitrator's decision is final and binding on the parties and the cost of the arbitrator's decision will be borne by the parties in such shares as the arbitrator may determine.
  12. I/we, the Director(s), Proprietor(s), Manager(s) listed below declare the information herewith to be complete and correct, and hereby agree to the above Terms and Conditions of Sale. I/we guarantee and are responsible for the due payment by the Customer for all Goods supplied and debts incurred. In the event of default, I/we undertake personally to make full and immediate payment, and to pay all debt collection expenses, bank charges and other costs incurred as the result of such default by the customer. This guarantee is irrevocable and shall constitute a continuing guarantee for the whole debt outstanding. I/we agree to notify VCS should any of the above circumstances change.
  13. VCS warrants that it will, at its own expense, carry out any repairs necessary to the Goods within the period of 12 months from the date of delivery where such repairs are deemed necessary as a result of defective workmanship by VCS in the installation of the Goods.
  14. If during the installation of the Goods delays are caused by either the Customer or a third party beyond the control of VCS, where such delays result in VCS incurring unnecessary costs including labour costs, then the Customer shall be liable to pay VCS for such costs and/or expenses incurred by VCS as a result of those delays.
  15. No part of any documentation which should form in whole or in part, regardless the form of disclosure or the medium used to store it, be reproduced in any form or made available to a third party other than the addressee without prior written permission to VCS.
  16. This Contract shall be governed by and construed in accordance with the laws for the time being in force in the state of New South Wales.

<b>Payment Schedule:</b>	<b>DEPOSIT on acceptance of the Quotation</b>	<b>50%</b>
	<b>INSTALMENT payment on delivery of goods</b>	<b>50%</b>

**WHERE FINANCE IS TO BE USED FOR THE PURCHASE OF A PABX, THEN A 30% DEPOSIT WILL BE REQUIRED AND CONSEQUENTLY BE REFUNDED ONCE FULL PAYMENT IS MADE BY THE FINANCE COMPANY USED.**

**Banking Details:**  
**Commonwealth Bank**  
**BSB: 062 192**  
**A/C No: 10302935**

**Please email copy of remittance to**  
[accounts@voicecoms.com.au](mailto:accounts@voicecoms.com.au)

**I / we hereby accept the above Terms and Conditions as applicable and request you to proceed with the project.**

<b>COMPANY NAME</b>	
<b>AUTHORISED REPRESENTATIVE</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	