

MIMP Computer Cable Pty Ltd Terms and Conditions of Sale and Installation

MIMP Computer Cable Pty Ltd (ABN 34 008 145 640) ("MIMP") agrees to supply the requested goods and/or services to the Customer only on these standard terms and conditions ("these terms".)

1. PAYMENT:

- 1.1. The following forms of payment are accepted: Visa, MasterCard, American Express, EFTPOS, cash, cheque or direct deposit.
- 1.2. A surcharge of 3% may apply to credit card payments. If a surcharge is deemed to be applicable by MIMP the Customer will be notified and given the option to utilize another method of approved payment (see 1.1.)
- 1.3. MIMP may ask the Customer to provide positive identification if paying by cheque.
- 1.4. Cheque payments may be subject to clearance from MIMP's bank.
- 1.5. An administration fee of \$20.00 may apply for any cheque not cleared by MIMP's bank, whether due to insufficient funds or any other reason.
- 1.6. Direct deposit payments are not deemed to be received until the funds have reached MIMP's account.
- 1.7. The Customer is not entitled to any retention or otherwise retain any amount due to MIMP. All payments are to be made without deduction or equitable or other set off whatsoever.
- 1.8. Payment must be made in Australian Dollars (AUD)

2. SUPPLY AND DELIVERY:

- 2.1. Ownership of the invoiced goods will only pass to the Customer when full payment of the invoice is received by MIMP.
- 2.2. If ordered products are to be delivered to an installation site the Customer assumes responsibility for the materials at the time of delivery, regardless if the Customer (or the Customer's representative) is on site to acknowledge receipt of delivery or not. The Customer agrees to pay standard delivery charges as billed.

3. CREDIT ACCOUNTS:

- 3.1. Customers without a credit account with MIMP must pay for goods in full before the goods will be supplied.
 - 3.1.1. Non-account customers may be granted with fourteen (14) day terms at MIMP's discretion (granting of these terms on one or more occasion does not imply or guarantee the same terms will be granted in the future.)
- 3.2. To apply for credit the Customer must complete a Credit Application Form. Payment terms for approved applications are strictly thirty (30) days from the end of the month in which the goods and/or services are supplied. Credit limits will apply.
- 3.3. If the Customer does not make payment within these terms and/or exceeds their credit limit at any time MIMP, at its discretion, reserves the right to:
 - 3.3.1. Suspend or cancel pending orders and/or current or future installations.
 - 3.3.2. Suspend the Customer's credit account until such time as all outstanding amounts are paid in full.
 - 3.3.3. Suspend the Customer's credit account and claim immediate payment of all amounts due by the Customer notwithstanding the due date/s for payment or any terms agreed by MIMP.
 - 3.3.4. Cancel the Customer's credit account indefinitely and require pre-payment or COD for future supply.
 - 3.3.5. Enlist the services of a debt collector to recover all outstanding amounts. Any charges incurred by MIMP for using such a service will be payable in full by the Customer.
 - 3.3.6. Charge interest of 1.5% per month (or a minimum of \$50.00) on any overdue amounts until such time as all outstanding amounts are paid in full (including interest charges.)
- 3.4. MIMP can vary or withdraw any credit facility at its discretion, without liability to the Customer or any other party.

4. PURCHASE ORDERS:

- 4.1. Only these terms (not other terms and conditions which may be attached to or incorporated in a purchase order) form part of the agreement between MIMP and the Customer. MIMP's acceptance of a purchase order will not be acceptance of any such terms or conditions.

5. QUOTATIONS:

- 5.1. Quotations are valid for fourteen (14) days unless otherwise specified in the quotation. Product specifications and availability are subject to change without notice.
- 5.2. Where imported equipment is involved, the quoted price is based on the exchange rate at the time of order. Should the actual exchange rate vary from the Base Exchange rate, then the component of imported goods included in the order and price quoted would be adjusted accordingly
- 5.3. Unless specified, all quotations are in Australian Dollars (AUD.)

6. INVOICING:

- 6.1. A progress invoice may be issued monthly where supply or installation of goods exceeds thirty (30) days. This invoice must be paid in full within the terms specified on the invoice. Failure to do so may see the supply or installation suspended until full payment is received.
- 6.2. Any queries or complaints regarding an invoice must be raised with the Administration Department in writing within 7 days of invoice or receipt of goods (whichever is latter.) Failure to do so indicates the Customer's total acceptance and responsibility for prompt payment of the full amount of the invoice.

7. RETURNS AND CANCELLATIONS:

- 7.1. Cancellations for custom made goods will not be accepted once MIMP has commenced ordering and/or manufacturing the goods (including any components required to manufacture the goods.)
- 7.2. Custom made products, including cables, are not returnable for credit unless proved to be faulty.
- 7.3. The Customer may return goods purchased from MIMP for credit or refund subject to the following:
 - 7.3.1. The goods are returned to MIMP with the original invoice within thirty (30) days of the invoice date.
 - 7.3.2. The goods are new and unused.
 - 7.3.3. The goods are in the original packaging, which has not been damaged or altered.
- 7.4. Goods satisfying 7.3.1. to 7.3.3. will be subject to a 20% re-stocking fee at MIMP's discretion, except when faulty or incorrectly supplied by MIMP.
- 7.5. Credit for returned goods will be in the form of company credit or refund at MIMP's discretion.
- 7.6. Goods supplied by MIMP that are deemed to be faulty by MIMP within thirty (30) days of invoice date may be returned to MIMP for exchange, credit or refund.
- 7.7. Except when incorrectly supplied, the Customer will be responsible for payment of any return freight charges.

8. PRODUCT AND SERVICE GUARANTEE AND WARRANTY:

- 8.1. All goods and services supplied by MIMP shall have the benefit of any warranty given by the goods' respective manufacturer. However, subject to the Trade Practices Act, MIMP will not be liable for any damage, direct or consequential, arising out of any faults or defects including, but not limited to, those caused by:
 - 8.1.1. External causes including natural disaster, fire, water, lightning, power surge or spike, accident, neglect, misuse, vandalism.
 - 8.1.2. The use of the goods for other than its intended purpose.
 - 8.1.3. The use with or connection of the goods to item/s not approved by MIMP.
 - 8.1.4. The performance of maintenance or attempted repair by person/s other than MIMP or as authorised by MIMP.
 - 8.1.5. Any configuration or reconfiguration by the Customer.
- 8.2. Goods manufactured by MIMP (including custom products and/or cables,) carry a twelve (12) month warranty against faults or defects excluding, but not limited to, the causes outlined in 8.1.1. to 8.1.5.
- 8.3. No liability is assumed for any consequential damages caused from the use of goods supplied by MIMP.
- 8.4. The Customer is responsible for any return freight charges for goods returned under warranty.

9. CONTENT:

- 9.1. MIMP may add to or vary any part or parts of these terms at any time without notice.
- 9.2. If any of these terms are or later become illegal or unenforceable, the illegal or unenforceable part of those terms are taken to be severed from these terms, but all other terms remain in place.

Updated 05/01/2011