

SECTION ONE – GENERAL TERMS

This agreement is made between Smartech Systems Oceania Pty Ltd (ACN 072 349 949) of Unit 1 Block Q Regents Park Estate, Princes Road East, Regents Park NSW (**we, us or our** as the context may require) and the person whose details appear in the section titled "Customer Details" on the corresponding Credit Application (the **Application**) or, if no Application corresponds to this Agreement, the person whose details appear in the section titled "Customer/Payer" on each corresponding Order Schedule, as the case may be (**you or your** as the context may require). You agree with us as follows:

This Agreement. Your agreement with us (this **Agreement**) comprises and expressly incorporates the terms and conditions set out in this Section One (**General Terms**), the terms and conditions set out in Section Two below (**Credit Terms**), the terms and conditions set out in Section Three below (**Sale Terms**), the terms and conditions set out in Section Four below (**Service Terms**) and the information in the Application, each Order Schedule that you complete, each Order Schedule that we complete on your behalf and each Order Schedule that you ask us to complete for you when you request, order or purchase goods or services from us. You agree and acknowledge that an Order Schedule includes each document titled "Order Schedule" that we provide to you and any similar document with similar information that you may provide to

us from time to time whether or not any subsequent Order Schedule has been executed by you or us.

You immediately accept the terms and conditions set out in this Agreement without alteration or erasure by executing an Application or an Order Schedule or by accepting the delivery of any goods or the supply of any services from us or our agents.

In the event that you provide to us, or arrange for any person to provide to us, a purchase order or any request to purchase goods or services from us in any material form, including orally, then you agree that order or request shall be deemed to be an Order Schedule and the terms and conditions set out in the General Terms, Credit Terms, Sales Terms and Service Terms shall apply to any goods or services we supply to you pursuant to your order or request.

Entire Agreement and Variation. This Agreement records the entire agreement between you and us and supersedes and prevails over anything else:

- (a) relating to the terms and conditions on which we may grant credit to you;
- (b) the terms and conditions on which we sell or supply goods or services to you; or

(c) that has been communicated between you and us, is contained in any materials we provide to you or is referred to in any order or any other document containing terms or conditions that you give us from time to time.

This Agreement may only be changed by prior written agreement with us that is signed by our authorised representative or one of our directors. You acknowledge that our sales personnel are not authorised to agree to any changes to this Agreement. If you have executed this Agreement as trustee of a trust, whether or not that fact is disclosed to us, the terms and conditions of this Agreement are binding on you both personally and in your capacity as trustee.

Interpretation. In this Agreement: words importing the singular include the plural and vice versa; a word derived from a defined word has a corresponding meaning; underlined words are headings that are inserted for convenience only and must not be used when interpreting this Agreement; including and includes are not words of limitation; a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and a reference to a thing includes each part of that thing.

SECTION TWO – CREDIT TERMS

This section contains, among other things, important information about how we may obtain, use and disclose certain information (including personal, credit, sensitive and financial information) that relates to you or other persons. You agree with us as follows:

Applicability. These Credit Terms apply to each sale, delivery or provision of any goods or services by us to you where we have not received payment in full and in clear funds for those goods or services. Each request by you for goods or services from us on credit is deemed to be an offer to purchase those goods or services from us on and subject to the terms and conditions of these Credit Terms. For the sake of certainty, these Credit Terms do not apply if you have paid us in full and in clear funds on or prior to the delivery of any goods, or the supply of any services, from us.

Dictionary. In these Credit Terms: **CRB** means a 'credit reporting body' as that expression is used in the Privacy Act; **Guarantee** means a written personal guarantee provided by a person to us in connection with an Application or Order Schedule; **Personal Information** means in relation to an individual that individual's personal, credit, sensitive and financial information and, in relation to a corporation, means credit or financial information relating to that corporation and the personal, credit, sensitive or financial information relating to the corporation's directors or officers; **Privacy Act** means the Privacy Act 1988 (Cth); and **Privacy Policy** means our current privacy policy that we publish on our website (that we may at our sole discretion amend from time to time).

Acknowledgements. You acknowledge that by completing, or having completed on your behalf, an Application or any Order Schedule you are supplying information to us which may be personal information subject to the Privacy Act and you warrant and represent that you have obtained the genuine written consent of any of all relevant persons including, if you are a corporation, your directors, officers and any other relevant persons, to provide their corresponding Personal Information to us. You acknowledge that we require relevant Personal Information from you and others in order to determine whether or not to grant credit or to accept a Guarantee and if you fail or refuse to provide accurate, complete, sufficient or timely Personal Information to us in the manner we request then your application for credit may not be able to proceed or may be invalid or may be cancelled or suspended by us at any time or from time to time.

Consents. You give your irrevocable genuine consent for us and our representatives or agents to do any of the following at any time or times (now or in the future, within or outside of Australia):

- (a) seek, obtain and use your Personal Information and any Personal Information you provide us, or a report from a CRB about you that contains your Personal Information, or both, to assess your Application for consumer credit or commercial credit;
- (b) if we agree to provide you with credit, to use all of the Personal Information you provide us or we obtain about you in order to enable us to do all things necessary or desirable to administer your account with us, manage the credit provided or any

Guarantee and to collect any overdue payments from you or any guarantor under a Guarantee including, without limitation, by doing each of the things set out in these Credit Terms below;

- (c) provide any Personal Information you have provided us or that we have obtained about you, or an opinion about you to a CRB or to other businesses that provide information about credit worthiness to third parties and allow that CRB or those other businesses to create and maintain a file about you;
- (d) seek from and use or give to another credit provider information about your account, credit worthiness, credit standing, credit history, credit capacity or our opinion about you or, if you are a corporation, about your directors, officers or agents; or
- (e) seek from, obtain and use or give to any consultant, agent, accountant, lawyer or other advisor acting in connection with any credit or finance provided or proposed to be provided to you by us or by any of our subsidiaries or related bodies corporate any Personal Information, consumer credit information or commercial credit information relating to you or, if you are a corporation, relating to your directors or officers.

General Obligations. You acknowledge and agree that in order to enable us to:

- (a) administer your account and carry on our business;
- (b) restructure or transfer our business or assets;
- (c) provide you with information that may be relevant to your business; or
- (d) contact you or improve the services provided by us,

we may use any Personal Information you provide us or we obtain about you or, if you are a corporation, any Personal Information about your directors or officers, and disclose or provide that Personal Information to third parties and you agree and irrevocably consent for us to disclose that Personal Information and any information in any Application, any Order Schedule and any communication (in any material form) you may subsequently provide us to:

- (e) any of our related bodies corporate or Smartech Asia.;
- (f) any of our employees, agents, contractors, advisors or other service providers;
- (g) overseas recipients if those recipients are the persons referred to in paragraph (e) or (f) above and you hereby acknowledge that granting this consent will result in subclause 8.1 of Australian Privacy Principle 8 no longer applying to the disclosure of that Personal Information;
- (h) any entity involved in any restructure or transfer of our assets; or
- (i) any of our other advisers, consultants, agents, accountants, lawyers or their associates.

Access to Personal Information. You acknowledge that you may ask to access the Personal Information we keep relating to you or request information regarding your account with us by contacting **1300 362 005** during our ordinary business hours.

Event of Default. A Default Event occurs if:

- (a) you fail to pay any amount when it falls due or fail to comply with any subsequent notice by us requiring payment to be made;
- (b) you fail to meet any undertaking (written or oral) given by you to us in respect of any amount you owe us that is overdue;
- (c) you fail to provide accurate, complete, sufficient or timely information to us in the manner we request;
- (d) you are a corporation and action is taken by you or another person on the basis that you are insolvent or unable to pay your debts when they are due, including any application for the appointment of a liquidator, receiver, manager or administrator;
- (e) you are an individual and you die or become incapable of managing your own affairs by reason of mental illness or other condition;
- (f) you are a partnership and the partnership is dissolved or an application is made to a court for dissolution of the partnership;
- (g) the holder of any security given at the time over any of your assets becomes entitled to exercise any powers arising on default pursuant to that security or otherwise take action to enforce the security;
- (h) any warranty given or representation made by you in relation to this Agreement is false; or
- (i) we have, at our sole discretion, determined that there has been a change in the credit risk associated with this Agreement from that which we assessed before this Agreement was entered into.

In the event that a Default Event has occurred or is subsisting or you fail to comply fully with this Agreement then we may do any one or more of the following: cancel or suspend the credit we provide you; require you to immediately pay to us the amounts you owe us and to pay us in advance for any further supply; stop supplying anything you have ordered from us; require that any goods or services that have not been paid for be immediately returned to us at your expense; enter your premises and seize or repossess any goods for which payment is overdue; and immediately terminate this Agreement. You must, at your cost, fully comply with each and every one of the above actions that we may take. In addition to the preceding rights, we may terminate this Agreement without cause after ten (10) days' written notice to you.

Relevant laws and policies. You acknowledge and agree that the provisions in these Credit Terms are subject to the operation of the Privacy Act, our Privacy Policy (as amended or replaced from time to time) and other relevant laws.

Marketing goods or services. You hereby consent to us collecting, using or disclosing any Personal Information you provide to us or we obtain about you or, if you are a corporation, any Personal Information about your directors or officers, to enable us and others to market goods or services to you and if you do not want that Personal Information to be used for this purpose you will contact us on **1300 362 005** or place a tick in the following box:



SECTION THREE – SALES TERMS

You agree with us as follows:

Applicability of Sales Terms. These Sale Terms apply to each sale or delivery of Goods by us to you. Each request by you for Goods from us is deemed to be an offer to purchase those Goods on the terms and conditions of this Agreement including these Sales Terms.

Definitions used in these Sales Terms. In these Sales Terms: **Default Event** has the meaning given to that expression in the Credit Terms; **Equipment** means the Goods described or listed in the Order Schedule under the section titled "Equipment Schedule"; **Goods** means all goods other than Software; **GST** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time; **Intellectual Property** means all forms of intellectual property throughout the world, whether or not it is registered or registrable, including copyright, patent, design, trade mark and confidential information including know-how and trade secrets; **Licence** means a licence granted by Australia Post in respect of a Postage Meter; **Party** means a party to this Agreement; **Personnel** means, in relation to a person, that person's directors, employees, officers, contractors and agents (if any); **Postage Meter** means a machine approved by Australia Post that prints an indicia onto a mail piece indicating the postage value; **PPS Act** means the *Personal Properties Securities Act 2009* (Cth) as amended from time to time; **Price** means the aggregate of the amounts so described, or listed in the column labelled "Total", in the Order Schedule under the section titled "Equipment Schedule" or the aggregate of the amounts in the Order Schedule under the section titled "Totals", whichever is the greater; **Privacy Policy** means the policy relating to our collection, use and disclosure of personal information published from time to time on our website; **Security Interest** means a purchase money security interest under the PPS Act, any other mortgage, pledge, lien or charge and any other interest that secures the payment of money or performance of an obligation; and **Software** means any codes, programs, routines or other set of statements, instructions or systems of instruction in any material form or contained in any media that bring about a certain result in any computer or computing device.

Orders. You may place an order for goods or services or both from us by completing the Order Schedule and providing it to us or by asking our representative to complete the Order Schedule on your behalf. You warrant and acknowledge that before you place an order or enter into this Agreement you must obtain and read a copy of these Sales Terms from us and you are solely responsible for determining that any goods or services you order from us are suitable for your needs and you have told us in writing about any purpose for which you need the Equipment and any requirements the Equipment must meet. We may refuse to accept any order from you at our sole discretion.

Special Requirements. You must obtain a Licence to operate any Postage Meter and you warrant that you shall operate the Postage Meter in accordance with the terms and conditions of that Licence. You must pay all postage costs for your Postage Meters. You acknowledge that Equipment may have special requirements that we may notify to you from time to time and you must comply with.

Software. Any Software supplied by Smartech including any third party Software and any documentation, data or content accompanying the Software is licensed, not sold, to you by us and may be used only in accordance with the terms and conditions in this Agreement and in a separate Software licence agreement with us, if any. You acknowledge and agree that you may only use any Software we supply that is part of or contained in any Equipment solely in connection with the proper operation of that Equipment for so long that you lawfully possess that Equipment and you must not reproduce, copy, decompile, reverse engineer or interfere with the proper operation of that Software unless expressly permitted by Australian law.

Cancellations. If, without our prior written agreement, you cancel your order or refuse to accept delivery of any goods you have ordered from us you must pay us all reasonable costs we incur. You agree that a reasonable and genuine pre-estimate of the costs we will incur due to cancellation of your order is 100% of the Price corresponding to any Postage Meters that have been Licensed to you, 50% of the Price corresponding to any Postage Meters ordered or configured by us on your behalf, but not yet Licensed to you, and 20% of the Price for any Equipment other than Postage Meters.

Credit. Unless you agree to pay us cash on delivery, you must apply to us for commercial credit. You agree and acknowledge that any credit we provide you shall be on and subject to the terms and conditions set out in the Credit Terms.

Delivery, Risk and Defects. We will endeavour to deliver the Equipment to you by any date we agree with you, however, to the fullest extent permitted by law, we are not liable to you for any damages or losses you suffer or incur if the Equipment is not

delivered on that date. You must ensure that our delivery personnel are provided with safe and unrestricted access at the agreed delivery location on the delivery date we notify to you and you must pay us any reasonable costs we incur to store or redeliver the Equipment if we are unable to deliver the Equipment because you have not complied fully with these Sale Terms. You must pay us fees and charges in addition to the Price for any special delivery requirements you have. All risk in the Equipment shall pass to you upon delivery and you must carry insurance for that Equipment until you have paid the Price to us in full. You acknowledge that two (2) days is a reasonable time in which you are able to inspect goods we deliver to you. You must examine the Equipment on delivery and notify us in writing within two (2) days after delivery of any incomplete delivery or defects in that Equipment. You unconditionally accept delivery of the Equipment: immediately if you use the Equipment or do anything inconsistent with our ownership of the Equipment; or within two (2) days of delivery unless you have notified us of a defect in that time.

Time for Payment. You must pay us, in full and with clear funds, the Price for the Equipment within seven (7) days after delivery. You must pay us for any consumables you buy from us within thirty (30) days after we deliver those consumables to you. You must, on demand, pay us for those additional fees and charges you incur under this Agreement. You must pay us, on demand, reasonable interest, calculated daily, plus administrative costs that we reasonably determine from time to time in respect of any late payments.

Returns. You must notify us in writing of any defects in goods and obtain a return authorisation from us before returning any goods to us. We may, at our sole discretion, refuse to accept the return of goods that are not defective and you agree to pay us immediately, on our request, all reasonable direct and indirect costs (including all delivery, handling, administrative and restocking costs) we incur arising from the return of any goods that are not defective.

Trade-ins. If any trade-in goods are listed in the Order Schedule, the Price is conditional upon us obtaining possession, and becoming the legal and equitable owner, of those trade-in goods, free from any Security Interest or encumbrance whatsoever, otherwise you agree that the Price shall increase by an amount equal to the value of those trade-in goods listed in the Order Schedule.

Security Agreement. You agree and acknowledge that this Agreement creates a Security Interest for our benefit in all Equipment that we deliver to you and that Security Interest is granted by you to secure the punctual payment of all amounts owing by you under these Sale Terms and the performance of all your other obligations under this Agreement. You agree that the Security Interest created by this Agreement attaches or otherwise takes effect immediately upon delivery of any of the Equipment to you and extends not only to the Equipment but also to any and all proceeds arising from any dealings with the Equipment. You consent for us to register a financing statement or financing change statement or other statement from time to time to perfect our Security Interest. You agree that sections 96, 125, 132(4) and 135 of the PPS Act shall not apply and sections 95 and 130 of the PPS Act shall not apply to the extent that we are required to give a notice to you. You irrevocably authorise and grant our Personnel a licence to enter premises where the Equipment is kept and take back the Equipment using reasonable force if you do not pay us any amount in full when that amount is due. If this Agreement ends, the provisions set out in these Sale Terms under the heading "Security Agreement" will survive and continue to the extent that we may exercise our rights to recover the Equipment or any money due to us.

Warranties, Guarantees and Repairs. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Other than those statutory guarantees that apply to the goods or services that we supply to you, which are not excluded, modified or restricted by this Agreement, and other than the warranties expressly set out in these Sale Terms, to the fullest extent permitted by law, we do not give any guarantee or warranty or make any representation of any kind, express or implied, with respect to the supply of goods or services under or in connection with this Agreement. We warrant our materials and labour on any new Equipment for twelve (12) months from delivery provided that you use the Equipment in accordance with any operating manuals, instructions or notices from us, do not carry out any work on that Equipment that does not comply with our operating manuals or instructions and promptly notify us of any defect in that Equipment. To notify us of any defects during the warranty period, you can call us on 1800422349 or send us an email at service.au@smartech-

ast.com. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. If the Equipment is capable of retaining user-generated data, repair of the Equipment may result in loss of the data. Any services, including repair and maintenance services, you order from us are subject to the terms and conditions set out in the Service Terms.

Limitations on our Liability to you. Nothing in this Agreement restricts, modifies or excludes any rights you have, or obligations that we have, that cannot be lawfully restricted, modified or excluded. To the fullest extent permitted by law, our liability in connection with this Agreement is, in the case of goods, limited at our option to replacing the relevant goods, supplying equivalent goods, repairing the goods or paying to have the goods repaired and, in the case of services, limited at our option to either supplying the services again or paying the cost of having the services supplied again. You agree and acknowledge that our liability for anything in relation to the Equipment, its use, or its installation, including damage or economic loss to anyone, is limited as much as it lawfully can be. Other than in respect of goods that have a safety defect (as defined under the Australian Consumer Law) and subject to statutory rights that you have under the Australian Consumer Law or other laws, which are not excluded, modified or restricted by this provision, we are not liable to you or any other person, whether in contract, tort (including negligence), under any statute (to the extent permitted by that statute) or otherwise for, or in respect of, any direct, indirect or consequential loss or damage (including loss of profits, loss of revenue, loss of anticipated savings, pure economic loss, loss of opportunity or expectation loss) or any special, punitive or exemplary loss or damage incurred or suffered by you and arising out of any breach or other act or omission in connection with this Agreement, nor for any amounts payable under obligations of indemnity or restitution or other entitlements you may have to compensation.

GST. Unless otherwise expressly stated, amounts payable by you to us in the Order Schedule are exclusive of any applicable amount of GST. If we incur a liability to pay GST in connection with a supply to you under this Agreement, the consideration that you must pay to us for that supply is increased by an amount equal to the GST liability that we incur in making the supply and that amount is payable at the same time as the consideration is payable in respect of that supply.

Default and Termination. If a Default Event occurs or is subsisting or you do not comply fully with these Sales Terms, then we may exercise each of the rights set out in the Credit Terms.

Indemnity. You immediately indemnify us and our Personnel and shall keep us and our Personnel indemnified against any claims, losses, damages, judgments, liabilities, costs (including legal costs on a solicitor/client basis), debt collection fees, expenses, charges and disbursements we or our Personnel may directly or indirectly suffer or incur arising out of or in connection with: your failure or refusal to pay all amounts owing by you under this Agreement to us when due; any breach by you of any term, condition or warranty under this Agreement; or any unlawful or negligent act or omission by you or your Personnel.

General. We own or licence and reserve all Intellectual Property rights in the Equipment, any Software and any materials we notify or provide to you from time to time. If we make available our Intellectual Property or the Intellectual Property of another person to you, all proprietary rights to that Intellectual Property shall remain our property or the property of its rightful owner. If any provision of this Agreement is or becomes wholly or partly illegal, invalid or unenforceable then that provision is severed from this Agreement to the extent of the illegality, invalidity or unenforceability and the remaining provisions shall remain in full force and effect and not be affected and operate as if the severed provision had not been included. We may, but you must not, assign or transfer all or any part of any rights or obligations under this Agreement without our prior consent. A right created by this Agreement cannot be waived except in writing signed by the Party entitled to that right. Delay by a Party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a Party of a right operate as a subsequent waiver of the same right or of any other right of that Party. Each Party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Agreement. The laws applicable in New South Wales govern this Agreement and the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia and any courts competent to hear appeals from those courts. This Agreement shall be binding upon the Parties and their respective successors, assigns, subsidiaries and affiliates. This Agreement may be executed in any number of counterparts. All counterparts taken together constitute the one instrument.

SECTION FOUR – SERVICE TERMS

You agree with us as follows:

Applicability. You acknowledge and agree that the information, terms and conditions set out in:

- the Order Schedule;
- these Service Terms;
- any clauses of the Sales Terms that are referred to in these Service Terms;
- a Service Plan (if any); and
- a Service Level Agreement (if any).

shall collectively bind you and us. The terms and conditions in a Service Plan (if any) or in a Service Level Agreement (if any) shall prevail over the terms and conditions in these Service Terms to the extent of any inconsistency with the terms and conditions in these Service Terms. In the event that you request or accept services from us, you agree and acknowledge that those services are provided by us, or on our behalf, in accordance with and subject to the terms and conditions set out in this Agreement.

Definitions used in these Service Terms. Expressions defined in the Sales Terms have a corresponding meaning in these Service Terms unless expressly indicated otherwise. In addition, in these Service Terms:

Breakdown means a failure by any Equipment, that has not yet reached its Maximum Cycles, to perform its usual or intended functions or to operate in accordance with any relevant Operating Manuals other than as a direct or indirect result of any Damage; **Comprehensive Service Plan** means the Service Plan that is described in the boxed section below titled 'Comprehensive Service Plan'; **Consumables** means any media or material that is used by Equipment during its normal operation including print heads, ink, toner, printer ribbons, paper and print media; **Cycle** means, in respect of any Equipment, the performance by that Equipment of its primary function or purpose once only; **Damage** means any damage to Equipment that has been caused by you, your Personnel or any third party (other than our representatives), including any Unauthorised Work, other than reasonable wear and tear arising in the ordinary course of operating the Equipment in accordance with any Operating Manuals; **Equipment** means those goods in respect of which you have paid all Service Fees due and payable to us under these Service Terms in full; **Intellectual Property** means all forms of intellectual property throughout the world, whether or not it is registered or registrable, including copyright, patent, design, trade mark and confidential information including know-how and trade secrets; **Location** means the initial location to which the Equipment has been delivered by us under this Agreement or such other location that is agreed in writing with us from time to time; **Maximum Cycles** means, in respect of any Equipment, the maximum number of Cycles specified for that Equipment in the Service Schedule, any Service Level Agreement or any Service Plan or otherwise notified by us to you in writing from time to time; **My Smartech** means a website we notify to you from time to time that is operated by us or on our behalf and is accessible to you using a compatible computer system and an Internet service to which you have access at your expense; **Normal Business Hours** means between 8:30am and 5:00pm on each day that is not a Saturday, Sunday or a public holiday; **On-line Service** means a service provided by us or on our behalf that enables compatible Equipment to communicate with our systems through the Internet by means of a compatible computer system or network and an Internet service to which you have access at your expense; **Operating Manuals** means, in respect of any Equipment, any manuals or instructions relating to that Equipment published or displayed on the My Smartech website or provided by us or on our behalf to you or your Personnel at any time or from time to time; **Personnel** means, in relation to a person, that person's directors, employees, officers, contractors, representatives and agents (if any); **Postage Meter** means a machine approved by Australia Post that prints an indicia onto a mail item indicating the postage value; **Proposal** means a written proposal or offer provided by us to you relating to the services we will provide to you under a Service Plan (if any) or SLA (if any); **Reset** means the increasing or resetting of postage credits recorded within the electronic control system of a Postage Meter in order to enable that Postage Meter to continue to apply an indicia, representing a current postage value, to an item of mail; **Reset Fees** means a fee charged by us or Australia Post in order to perform a Reset on a Postage Meter; **Sales Terms** has the meaning given to that expression in section one of this document; **Service Fees** means the aggregate of the amount or amounts that you must pay us for the services that we provide to you under these Service Terms that are referred to, described or listed on the Service Schedule; **Service Level Agreement** or **SLA** means a written agreement in respect of services made between you and us that is referred to in the Service Schedule (if any); **Service Plan** means a written description of the services that we will provide to you, and the additional terms and conditions on which those services will be provided, that is referred to in the Service Schedule (if any); **Service Schedule** means that part of the Order Schedule

that appears under the heading "Service Schedule"; **Service Terms** means the terms and conditions set out in section two of this document; **Services Agreement** means an agreement between you and us which consists of the Order Schedule and these Service Terms; **Term** has the meaning given to that expression below; and **Unauthorised Work** means any repairs, alterations or modifications to the Equipment made by you, your Personnel or a third party (other than our representatives) during the Term without our prior written consent.

Term. Our obligation to provide services to you in accordance with and subject to this Agreement commences on the date this Agreement is made or such other date that is agreed in writing with us and continues in full force and effect for the period of time referred to as the "TERM" in the Service Schedule unless terminated earlier in accordance with these Service Terms (the **Term**).

Service Plan or SLA. You acknowledge and agree that it is your responsibility to select a Service Plan or SLA that is best suited to your needs. Your agreement to enter into a Service Plan or SLA for Equipment is indicated by a tick or cross in the box corresponding to that Service Plan or SLA described in the Service Schedule. If you have agreed to enter into a Comprehensive Service Plan then our obligations under that Comprehensive Service Plan are set out in the boxed section below. You must pay us fees in the manner set out in the relevant Service Plan or SLA or, if no fee is set out in the relevant Service Plan or SLA, you must pay us the Service Fees.

Credit. Unless you agree to pay us the Service Fees in cash and in full when this Agreement commences, you must apply to us for commercial credit. You agree and acknowledge that any credit we provide you shall be on and subject to the terms and conditions set out in the Credit Terms.

Your Payment Obligations. You must pay us the Service Fees in the manner set out in the Service Schedule or, in the event that the manner of paying the Service Fees is not set out in the Service Schedule, you must pay us the Service Fees in full when this Agreement is made.

Additional Fees. You must pay us for any additional fees that we charge you under these Service Terms within thirty (30) days after the date of our tax invoice in respect of those additional fees. You must, on demand, pay us reasonable interest (calculated daily) and administrative costs that we reasonably determine from time to time if any of your payments are not received by us within the times set out in these Service Terms.

Consumables. The Service Fees do not include the cost of any Consumables (unless these Service Terms expressly provide otherwise) and you must pay us the full price for any Consumables you order or accept from us within thirty (30) days after delivery of those Consumables to you.

Your Additional Obligations. If the Service Plan or SLA that you have entered into, if any, does not include the supply of any goods or services to you, then you must pay us additional fees, which are in addition to any Service Fee, for the provision by us at your request of any such goods or services.

If, at your request, we perform any work or provide you with any goods or services that are not included in the Service Plan or SLA that is referred to in the Service Schedule (if any) and that we do not have an enforceable obligation to otherwise provide to you in order to comply with our contractual or other legal obligations, then you must pay us additional fees, which are in addition to the Service Fee, for the performance by us of that work or the supply by us of those goods or services.

You agree to pay us additional fees, which are in addition to any Service Fee, in the event that:

- You or your Personnel fail or refuse to operate the Equipment in the manner set out in the Operating Manuals and your actions or omissions incur costs for us under these Service Terms; or
- You or your Personnel request or require us to provide training and that training is not expressly included in services we are required to provide to you under these Service Terms.

You warrant and agree that you shall, at all material times: provide our Personnel with safe and unrestricted access to the Equipment and any other goods for which you have requested us to provide any services; ensure that the location, electrical power supply and general environment where you keep any Equipment is suitable for that Equipment and complies with any reasonable requirements that we have notified to you in respect of that Equipment; keep the Equipment away from any other chattels which are valuable or sensitive and could be harmed in the event that the Equipment malfunctions; ensure that the Equipment is operated only by, or under the direct supervision of, persons who are trained to our reasonable satisfaction and competent to operate that Equipment in a safe manner in accordance with any safety notices or instructions we or our representatives provide to you from time to time; ensure that unauthorised persons are unable to access, and

do not access, the Equipment; and keep the Equipment clean, dry and unobstructed.

Our Obligations and Rights in Respect of Services. Subject to the terms and conditions of these Service Terms we will arrange to provide to you:

- the services that are set out in any Service Plan referred to in the Service Schedule, if any;
- the services that are set out in the Service Level Agreement referred to in the Service Schedule, if any; and
- any services that you have asked us to provide to you and for which you have agreed to pay us an additional fee that is in addition to the Service Fee,

in respect of the Equipment during the Term, however, our obligation to provide services to you, if any, may cease prior to the end of the Term on a date that we have agreed with you or on a date determined under the terms and conditions of these Service Terms. For the avoidance of doubt, we have no obligation to provide you with any services whatsoever until and unless you have selected a Service Plan or SLA, agreed to be bound by this Agreement and paid any amounts owing to us under these Service Terms. Our obligations to provide you with services under any Service Plan ceases after the expiry or lapse of the Term corresponding to that Service Plan. Our obligations to provide you with services under any SLA cease after the term of that SLA has expired or lapsed or the SLA has been terminated in accordance with the terms and conditions of that SLA.

You acknowledge and agree that we may subcontract our obligations under these Service Terms to any third party we choose in our sole discretion and we may engage any third party to provide any goods or services to you under these Service Terms on our behalf.

You acknowledge and agree that we have no obligation to provide any services to you that:

- are not expressly set out in these Service Terms; or
- are in respect of goods other than the Equipment, unless we agree to do so in writing.

You acknowledge and agree that if, at the time that the Order Schedule is executed by you or on your behalf, you have not included a Service Plan or SLA by placing a tick or cross or having a tick or cross placed in the corresponding box of the Service Schedule, and paying us the corresponding Service Fees when due, then we have no obligation whatsoever to provide any services to you and any services that you request and we provide, at our sole discretion, shall incur an additional fee that you must pay us under these Service Terms.

In addition to the rights set out below, we may stop providing any services to you if you fail or refuse to perform all of your obligations under this Agreement in full and in a timely manner. Without limiting the generality of the foregoing, we may cease providing any services to you if you fail or refuse to pay the Service Fees or any additional fees in the manner set out in these Service Terms, if you do not operate the Equipment in accordance with the Operating Manuals or if you fail or refuse to keep the Equipment in the manner set out in these Service Terms or the Equipment suffers any Damage.

Maximum Cycles. Our obligation to provide any services in respect of any Equipment to you under these Service Terms shall apply only to Equipment that has not reached or exceeded the Maximum Cycles. You must pay us additional fees, which are in addition to the Service Fees, for any services that we provide at your request in respect of any Equipment that has reached or exceeded the Maximum Cycles corresponding to that Equipment.

Reconditioning. In the event that we determine, in our sole discretion, that repairs to any of the Equipment is no longer commercially reasonable and any of the Equipment requires reconditioning then we may notify you that reconditioning is necessary and provide you with our estimated additional fees, in addition to the Service Fees, for completing the reconditioning. In the event that you do not agree to pay our additional fees for reconditioning any Equipment, we may at any time at our election and without repudiating our obligations under these Service Terms, terminate these Service Terms or cease providing services in respect of the Equipment that we have determined requires reconditioning.

Postage Meters. You are responsible for and must pay all costs, expenses or fees associated with or in connection with a licence between you and Australia Post for any Postage Meter. You must pay any Reset Fees and postage costs unless those fees or costs are expressly required to be paid by us under these Service Terms.

Normal Business Hours and Location. All of the services referred to in these Service Terms will be provided by us during Normal Business Hours at the Location. You must pay us additional fees, which are in addition to the Service Fee, for services carried out at your request outside of Normal Business Hours or at a location that is different to the Location.

Change in Location. All of the services referred to in these Service Terms will be provided by us at the Location. In the event that you intend to move any Equipment away from the Location you must notify us in writing of the proposed location of the Equipment (the **Proposed Location**) not less than fourteen days prior to the intended move. In the event that we may incur additional costs to provide goods or services under these Service Terms to you at the Proposed Location, we may require you to pay us additional fees, which are in addition to the Service Fee, to continue to perform our obligations under these Service Terms at the Proposed Location. In the event that you do not agree to pay those additional fees to us in full and on time, then we may at any time at our election and without repudiating our obligations under these Service Terms, terminate these Service Terms or cease providing services in respect of the Equipment that you move to the Proposed Location.

Unauthorised work. In the event that you carry out, procure or otherwise authorise the carrying out of Unauthorised Work or tamper with any sealed part of the Equipment without our prior written consent we may, at our election: charge you an additional fee for any work we need to do to return the Equipment to its normal working order; cease providing any services under these Service Terms to you until you have returned the Equipment to its normal working order in accordance with any Operating Manuals; or terminate these Service Terms.

Our Right to Cease Providing Services. In the event that we have a right under these Service Terms to cease providing services in respect of any Equipment to you, and we elect to cease providing services in respect of any of that Equipment, we will refund to you a proportional amount of any Service Fees already received by us from you in respect to that Equipment that relates to the remaining portion of the Term (if any) that has not yet elapsed, our actions shall be deemed not to repudiate our obligations under these Service Terms and these Service Terms shall remain in full force and effect for the Term in respect of any remaining Equipment for which we continue to provide services.

Warranties, Guarantees and Repairs. Any goods supplied by us under these Service Terms come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Other than those statutory guarantees that apply to the goods or services that we supply to you, which are not excluded, modified or restricted by these Service Terms, and other than the warranties expressly set out in these Service Terms, to the fullest extent permitted by law, we do not give any guarantee or warranty or make any representation of any kind, express or implied, with

respect to the supply of goods or services under or in connection with these Service Terms.

To notify us of any defects during the warranty period, you can call us on 1800 422 349 or send us an email at service.au@smartech-aust.com.

Equipment or goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. If the Equipment or any goods are capable of retaining user-generated data, repair of the Equipment or those goods may result in loss of the data.

Limitations on our Liability to you. Nothing in these Service Terms restricts, modifies or excludes any rights you have, or obligations that we have, that cannot be lawfully restricted, modified or excluded. To the fullest extent permitted by law, our liability in connection with these Service Terms is, in the case of goods, limited at our option to replacing the relevant goods, supplying equivalent goods, repairing the goods or paying to have the goods repaired and, in the case of services, limited at our option to either supplying the services again or paying the cost of having the services supplied again. You agree and acknowledge that our liability for anything in relation to the Equipment, its use, or its installation, including damage or economic loss to anyone, is limited as much as it lawfully can be. Other than in respect of goods that have a safety defect (as defined under the Australian Consumer Law) and subject to statutory rights that you have under the Australian Consumer Law or other laws, which are not excluded, modified or restricted by this provision, we are not liable to you or any other person, whether in contract, tort (including negligence), under any statute (to the extent permitted by that statute) or otherwise for, or in respect of, any direct, indirect or consequential loss or damage (including loss of profits, loss of revenue, loss of anticipated savings, pure economic loss, loss of opportunity or expectation loss) or any special, punitive or exemplary loss or damage incurred or suffered by you and arising out of any breach or other act or omission in connection with these Service Terms, nor for any amounts payable under obligations of indemnity or restitution or other entitlements you may have to compensation.

GST. Unless otherwise expressly stated, Service Fees are exclusive of any applicable amount of GST. If we incur a liability to pay GST in connection with a supply to you under these Service Terms, the consideration that you must pay us for that supply is increased by an amount equal to the GST liability that we incur in making the supply and that amount is payable at the same time as the consideration is payable in respect of that supply.

Default and Termination. In addition to any remedy set out above, if you fail to pay us when due any amount owing to us or

fail to comply fully with these Service Terms then we may do any one or more of the following: require you to immediately pay us the amounts you owe us and to pay us in advance for any further supply; stop supplying anything you have ordered or requested from us and immediately terminate these Service Terms. In addition to the preceding rights, we may terminate these Service Terms for our convenience and without cause after ten (10) days' written notice to you.

Indemnity. You immediately indemnify us and our Personnel and shall keep us and our Personnel indemnified against any claims, losses, damages, judgments, liabilities, costs (including legal costs on a solicitor/client basis), debt collection fees, expenses, charges and disbursements we or our Personnel may directly or indirectly suffer or incur arising out of or in connection with: your failure or refusal to pay all amounts owing by you under these Service Terms to us when due; any breach by you of any term, condition or warranty under these Service Terms; or any unlawful or negligent act or omission by you or your Personnel.

General. We may own or licence and reserve all Intellectual Property rights in any materials we notify or provide to you from time to time. If we or our Personnel make available any Intellectual Property to you, all proprietary rights to that Intellectual Property shall remain the property of its owner or licensee. We may subcontract the provision of any goods or services under these Service Terms without further notice to you. If any provision of these Service Terms is or becomes wholly or partly illegal, invalid or unenforceable then that provision is severed from these Service Terms to the extent of the illegality, invalidity or unenforceability and the remaining provisions shall remain in full force and effect and not be affected and operate as if the severed provision had not been included. We may, but you must not, assign or transfer all or any part of any rights or obligations under these Service Terms without our prior consent. A right created by these Service Terms cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party. Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in these Service Terms. The laws applicable in New South Wales govern these Service Terms and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia and any courts competent to hear appeals from those courts. This Agreement shall be binding upon the parties and their respective successors, assigns, subsidiaries and affiliates. This Agreement may be executed in any number of counterparts. All counterparts taken together constitute the one instrument.

Comprehensive Service Plan: If you have agreed to enter into a Comprehensive Service Plan in the Service Schedule then, in accordance with and subject to the terms and conditions of this Agreement, we will provide a technician (on your request and during Normal Business Hours at the Location) to repair any Equipment listed in the Service Schedule that is experiencing a Breakdown during the Term. We will pay for the cost of any labour or parts required to carry out those repairs during the Term, other than any Consumables (for which you must pay us additional fees if we supply Consumables to you at your request). If the Equipment includes a Postage Meter, then we will provide an On-line Service during the Term that enables you to Reset the Postage Meter and we will pay the cost of any Reset Fees (unless the Postage Meter requires a manual Reset). In this Comprehensive Service Plan words have the meaning or information associated with them in the Service Schedule and the above Service Terms.