

Terms and Conditions

1 General

- (a) All quotations made by Sentrian Pty Ltd (ABN 15 055 047 875) ("Sentrian") and all orders for goods and/or services by the Customer are accepted subject to these general terms and conditions of trade together with any special terms and conditions which may be agreed to by Sentrian in writing.
- (b) No further terms and conditions not included in the general terms and conditions of trade will be deemed to form part of the agreement between Sentrian and the Customer unless those further terms and conditions are agreed to by Sentrian in writing.

2 Payment for Goods

- (a) Subject to Clause 2 (c), payment for goods purchased from Sentrian by the Customer must be made by cleared funds to Sentrian in accordance with the terms stated on the Tax Invoice unless otherwise agreed by Sentrian. Payment for goods is not contingent upon successful installation or implementation of the goods.
- (b) Payment for services purchased from Sentrian by the Customer must be made by cleared funds to Sentrian within seven (7) days of the date of the issue of a Tax Invoice.
- (c) If Sentrian has agreed to provide a credit account to the Customer for the purchase of goods, the Customer must pay Sentrian by way of cleared funds within its payment terms stated on the Tax Invoice.
- (d) Sentrian reserves the right to charge interest at 20% per annum where the trading terms provided for in this clause are exceeded.

3 Orders

- (a) All orders for goods are non-cancellable by the Customer and must be paid for in full.
- (b) Sentrian will not process a Customer's order until the order has been accepted online by the Customer.

- (c) An order confirmation form setting out the itemised order will be sent to the Customer by e-mail after Sentrian has received verbal confirmation of the order from the Customer. This order confirmation should be signed and accepted online and returned to Sentrian as soon as possible.
- (d) Orders cannot be cancelled once placed and all products are supplied on a non-returnable basis unless supplied in error by Sentrian. Payment for goods is not contingent upon successful installation or implementation of the hardware or software. Payment for goods is due strictly in accordance with the payment terms stated on the Tax Invoice unless a credit account has been established.
- (e) You must notify Sentrian prior to ordering if you wish to purchase goods and/or services using a lease or rental facility.
- (f) If a purchase is to be financed, Sentrian cannot place orders with suppliers until the institution providing the finance has confirmed in writing that the required facility is approved and in place.

4 Price

- (a) All prices are fixed for the duration shown on the quotation or order confirmation. Sentrian reserves the right to amend prices at any time outside this period. Price fluctuations may occur during periods of instability in the Australian dollar.
- (b) The Customer will be notified via order confirmation of any changes in prices prior to any goods being ordered by Sentrian from Sentrian's suppliers on behalf of the Customer.
- (c) The price charged by Sentrian for products will be the current price as at the date of the Tax Invoice to the Customer unless Sentrian agrees in writing at the Customer's request to charge another price.
- (d) If the goods and services tax ("GST") has application to any supply made under this contract, the Customer will pay to Sentrian the price of the goods or services supplied together with the amount payable for GST. Sentrian will show the GST on its invoices in accordance with the relevant legislation.

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Sentrian Pty Ltd
ABN: 15 055 047 875

5 Title

- (a) Sentrian shall retain both the legal and equitable ownership of any goods supplied to the Customer until the purchase price in respect of such goods has been received in full by Sentrian by way of cleared funds.
- (b) If the Customer fails to make payment of the purchase price by the due date or action is commenced to place the Customer into voluntary administration, liquidation, receivership or external management, or if Sentrian has reasonable grounds to believe that for whatever reason, the Customer may be unable to pay for the goods then, the Customer by accepting delivery of the goods, agrees to a representative or agent of Sentrian entering upon any premises in the Customer's control to take possession of the goods and agrees to deliver up on demand by Sentrian, the goods in good and merchantable condition. Further, the Customer indemnifies Sentrian against any action, claim or other demand which may arise out of any lawful act done by Sentrian or its representative or agent in exercise of its rights pursuant to this clause. Further, Sentrian shall be entitled to resell any goods which it has taken into possession pursuant to this clause and it shall be released from all its obligations under this application with the Customer.
- (c) Until payment in full is made to Sentrian, the Customer may resell the goods only as a fiduciary agent of Sentrian. The Customer does not have any right to bind Sentrian by contract or otherwise to any third party.
- (d) The Customer will keep the goods insured whilst the goods remain in its possession or control until payment in full is made to Sentrian and the Customer will note Sentrian as the beneficiary on the contract of insurance until the goods are paid for in full.
- (e) All proceeds (whether tangible or not) with respect to any dealing with the goods will be held by the Customer on trust for Sentrian and the Customer will keep such proceeds in a separate account and will further keep such records to enable identification of those proceeds and identification of the goods to which those proceeds relate and will make available to Sentrian those records on demand, until such time as Sentrian has been paid in full for the goods.
- (f) If the Customer alters the goods or uses them in a manufacturing or construction process or allows the goods to be altered or used in a manufacturing or construction process then the Customer will hold such part of the proceeds received with respect to that manufacturing or construction process on trust for Sentrian as relates to the purchase price of those goods. The Customer will keep those monies in trust in a separate account together with such records necessary to identify the goods the subject of that trust relationship and the proceeds relating to those goods and will make available those records to Sentrian on request until payment to Sentrian for those goods has been made in full.

6 Default

- (a) Where the Customer is in default in the performance of any of its obligations under these terms and conditions, Sentrian may at its election and without prejudice to any of its other rights, refuse to supply or deliver further goods or services to the Customer.
- (b) All costs and expenses incurred by Sentrian in recovering monies due to it from the Customer (including legal, administrative or other collection costs) will be payable by the Customer within seven (7) days of written demand being made to it by or on behalf of Sentrian.

7 Warranties and Liabilities

- (a) Subject to the terms of any written warranty which may be provided by Sentrian and the provisions of any legislation dealing with the rights of Sentrian to limit its liability (for example, the *Competition and Consumer Act 2010 (Cth)*), where the goods provided by Sentrian to the Customer are demonstrated to Sentrian's reasonable satisfaction to be defective, the liability of Sentrian for breach of any express or implied condition, warranty as to quality, description, fitness for purpose or condition is limited to the following as determined by Sentrian:-
 - (i) The payment of the repair costs for the goods;
 - (ii) The payment of the replacement cost of the goods or equivalent goods;
 - (iii) The replacement of the goods or equivalent goods;
 - (iv) The repair of the goods.
- (b) Subject to Clause 7 (a) above and to any applicable legislation affecting the right of Sentrian to limit its liability, Sentrian shall not be liable in any way whatsoever to the Customer or to any other person or entity for any loss or damage howsoever caused which the Customer or any other person may suffer whether or not such loss or damage arises as a result of the goods or any defect in those goods or from the failure or omission on the part of Sentrian (or any of its representatives, agents or employees) to comply with any obligation at law save that Sentrian's liability will be limited to the replacement or repair as detailed in Clause 7 (a).

8 Delivery

- (a) Sentrian will not be liable for any loss or damage arising due to delay in delivery of goods to the Customer.
- (b) The goods are at the Customer's risk from the time they leave the premises of Sentrian and Sentrian will not be responsible for any loss or damage caused to the goods once they have left its premises.
- (c) Dates and times quoted for delivery are estimates only and any delay in delivery will not entitle the Customer to seek damages or any other remedy.
- (d) No alleged defect in the goods or claim in respect of the goods delivered will entitle the Customer to refuse to accept delivery of any other part of the goods ordered from Sentrian.

9 Force Majeure

Sentrian shall be entitled to give notice to the Customer to either extend the time for delivery of the goods for a reasonable period or to terminate this contract if Sentrian is prevented from performing any of its obligations including (without limitation) making a delivery of goods by reason of force majeure. Without limitation, the following events shall constitute force majeure:- Breakdown of plant or machinery, war, terrorist attack, strike, industrial dispute, government interference, transport delay, act of God, flood, accident, non delivery or shortage of supplies or any other cause not under the control of Sentrian.

10 Damage or Defects

- (a) Immediately upon receipt of delivery of the goods, the Customer shall check the goods and notify Sentrian of any damage, defects or other Statement or Tax Invoice inaccuracies including any short supply of goods, within seven (7) days of the date of delivery, such notice to be in writing. Sentrian will endeavour to replace any damaged goods or remedy any inaccuracies as soon as reasonably practicable but will not be liable for any loss or damage which arises or results from any inaccuracy, damage or short supply save for its liability as set out in Clause 7 herein.
- (b) Failure to notify Sentrian in accordance with Clause 10 (a) above will preclude the Customer from taking any issue with respect to the items shown on the Tax Invoice/Statement or object to the price for the goods as listed on the Tax Invoice/Statement.

11 Identification

If Sentrian describes goods in its price list or elsewhere, this description shall be by way of identification only and the use of such description shall not create a sale by description (for example, as defined in the *Sale of Goods Act 1896 (QLD)* or the *Competition and Consumer Act 2010 (Cth)*).

12 Sentrian Employees

The Customer agrees that during the provision of any services, and for a period of six months after the date of completion of any and all projects, the Customer will not make any offer of employment to any Sentrian employee without the prior consent in writing of Sentrian.

13 Governing Law and Jurisdiction

This Agreement and all aspects of our engagement and our performance are governed by, and construed in accordance with, the laws of the state of Queensland. Both the Customer and Sentrian agree to irrevocably submit any disputes arising under this agreement to the exclusive jurisdiction of the Courts of that state.