

## GENERAL TERMS OF TRADE

### INTERPRETATION

“**Client**” means the person or person contracting with Retrac for the provision of Goods and Services.

“**Goods**” means IT hardware as specified in the Quotation.

“**Quotation**” means the Quotation provided by Retrac detailing the Goods and Services.

“**Retrac**” means Retrac Business Solutions Pty Ltd as trustee for the T & L Carter Family Trust.

“**Services**” means consulting services in connection with IT infrastructure including hardware and software, support, advice and any other matters detailed in the Quotation, provided by Retrac. The services include any other services requested, supplied or required by the Client, including quotations.

### PROVISION OF GOODS AND SERVICES

1. Retrac agrees to provide the Goods and Services to the Client.
2. The Client agrees to pay the fee specified in the Quotation by way of consideration for the Goods and Services
3. Retrac will provide all Goods and Services in accordance with the Quotation.
4. In relation to Goods, the Client agrees to pay 50% of the fee upon accepting the Quotation and the remaining 50% prior to installation of Goods or on such other payment terms as may be agreed between the parties in writing from time to time.
5. Where the client is paying for Goods using finance, the Client agrees that the total payment for Goods must be received prior to installation.
6. In relation to Services the parties agree that Retrac will be entitled to bill for its services at any hourly rate as set by Retrac in its absolute discretion from time to time.
7. In the event that the client agrees to pre-pay for Retrac's Services at a discounted rate, Retrac agrees to honour the pre-paid hours and provide them at the discounted rate provided that such pre-paid services are used by the Client within twelve (12) months of purchase or otherwise as agreed between the parties in writing.
8. By accepting payment of any sum after its due date, Retrac does not waive its right either to require payment when due of all other sums.

### QUOTATION

6. The Goods and Services to be provided by Retrac are as detailed in the Quotation
7. Any changes outside the scope or in addition to the Quotation which are required by the Client will be charged at an additional rate to be provided under a separate Quotation.

### PAYMENT

9. The Client agrees to make all payments due and payable.
10. By accepting payment of any sum after its due date, Retrac does not waive its right either to require payment when due of all other sums, or to declare default for failure to pay.
11. If a cheque issued by the Client, or any other party on behalf of the Client is dishonoured, the Client will be liable to Retrac, in addition to the amount owing on the cheque or draft or order, for Bank fees.

### OWNERSHIP OF GOODS

12. Retrac retains ownership of any and all Goods until such time as they have been paid for in full.

13. In the event that the Client fails or refuses to pay in full, the client hereby grants Retrac the right upon reasonable notice in writing to enter their premises and seize any goods for which the Client has failed or refused to pay.

#### **WARRANTY ON HARDWARE**

14. The Client acknowledges that all warranty claims in relation to hardware must be made from the manufacturer of the hardware. Retrac will not be in any way liable for warranty claims in relation to hardware.

#### **RETURNS POLICY**

15. The Client acknowledges that upon confirmation of their order, Retrac will acquire the Goods in accordance with the quotation on their behalf. The Goods are acquired on the basis that they cannot be returned under any circumstances except in the case of faults claimed under warranty from the manufacturer.

#### **DEFAULT**

16. The Agreement will be in default if:  
As the Client:
- You do not pay Retrac when monies under this Agreement are due;
  - You make payment by a cheque which is subsequently dishonoured by your Bank on "due presentation."
17. Retrac may send the Client a default notice if either party is in default under this Agreement. The notice will detail:
- What the default is;
  - What the Client is required to do to correct the default;
  - That the Client has ten (10) business days to correct the situation causing the default.
18. If the Client does not comply with Retrac's default notice the Client becomes liable to pay Retrac immediately all monies, enforcement expenses, legal costs, agent's fees, and interest.
19. If the Client fails to do anything that the Agreement requires them to do, Retrac may do it at the expense of the Client and add the expense to the Client's balance under this Agreement.

#### **ENFORCEMENT EXPENSES AND INTEREST**

20. In the event of a breach of this Agreement, Retrac may charge the Client enforcement expenses reasonably incurred by Retrac. Retrac may add these expenses to the Client's account. These expenses include, but are not limited to:
- a. Interest at a rate of fifteen percent (15%) per annum, on unpaid balances. Such interest will be calculated daily and added to the account balance of the Client.
  - b. Administrative fees.
  - c. Costs, including commission of any debt recovery agency.
  - d. Legal Fees on a Solicitor-own client basis. Retrac is entitled to substantial, yet still reasonable legal or commercial agent fees.

## **CONFIDENTIALITY**

21. This Agreement creates a confidential relationship between the Client and Retrac. During the term of this Agreement, the Client and Retrac may each have access to and become acquainted with various proprietary information concerning the other party's business affairs, strategies, future plans, markets, clients, relationships, vendors, finances, properties, methods of operation, designs, concepts, computer programs, employees, documentation, and other such information whether written, oral, or otherwise (the "Trade Secrets"), and agree that these Trade Secrets are confidential in nature.
22. During the term of this Agreement and until such time as each of the Trade Secrets are made public by their respective owners and are no longer confidential in nature, Retrac, the Client, and all employees and/or agents of both shall not directly or indirectly make public, discuss or disclose to any third party any of the Trade Secrets, and shall not use them in any way for commercial benefit.

## **LIABILITY**

23. All advice and recommendations associated with the Quotation are made in good faith on the basis of information available to Retrac at the time. Notwithstanding anything contained therein, neither Retrac or its servants or agents will, except as the law may require, be liable for any loss or other consequences (whether or not due to the negligence of Retrac, its servants or agents) arising out of services rendered by Retrac or its agents.
24. All goods and services provided are provided at the request of the Client and in good faith. Retrac will not be in any way liable for any damages including without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss in relation to services or goods requested by the Client .

## **JURISDICTION**

25. The Client agrees that the jurisdiction of these Terms and Conditions is the State of Victoria and all proceedings issued under these Terms will be issued in Victorian Courts and/or Tribunals.