

General Terms and Conditions

These conditions form part of the contract arising from acceptance of this offer. The contract is between the Customer and Q Branch, ABN 66 630 649 743. These conditions include any special conditions noted on the quotation.

Duration of Offer

Q Branch reserves the right to withdraw or amend this offer at any time before acceptance. Unless withdrawn, the offer is valid for 30 days from the date hereof.

Payment

Payment may be made by direct deposit or in cash.

Specific payment terms are stated on the quotation, but generally final payment must be made on completion of services, or delivery of products. Where services are rendered over a period longer than 7 days, weekly progress payments may be required. Where custom equipment is designed and manufactured, a deposit of 50 percent of the total contract price must be made on acceptance of the offer, and the remaining 50 percent must be made on delivery of the product.

Retention of title

Title of goods shall only pass to the customer following full payment of the contract price. Q Branch reserves the right to recover (reclaim) the products if the invoice is not paid within the terms of this contract and the customer hereby gives consent for the authorised agent or representative of Q Branch to enter the Customer's premises for this purpose. The Customer shall not have any power to sell, lease, charge or encumber the products whilst in its possession or otherwise until payment in full has been made.

Delivery

Q Branch reserves the right to charge delivery costs to the customer.

Q Branch is not liable to compensate the customer for late delivery or non-delivery. The customer has the right to cancel the contract by notice in writing prior to delivery in the event of non-delivery by more than 7 days from the agreed delivery date.

In the event of cancellation for late-delivery or non-delivery, any deposit paid will be refunded.

Inspection

The customer must inspect the products as soon as is reasonably possible after delivery or completion of services. Except as set out under "Warranty", Q Branch is not liable for any existing damage or defect in products unless written notice is given to Q Branch within 3 working days of delivery or completion of service.

Any liability of Q Branch for defective or non-delivered product is limited to repairing or replacing the products within a reasonable time, or to refund any money already paid in respect of the defective products. Where products are part of a set, refund or repair liability extends only to the defective or non-delivered part of the set.

Warranty

Q Branch will endeavour to transfer to the Customer the benefits of any warranty or guarantee given to it by the manufacturer of any products or modules which Q Branch supplies. In the case of products manufactured by Q Branch for a specific purpose, Q Branch may specify the period of the warranty on the quotation. Where it is not otherwise specified, the warranty period shall be 3 months from the date of delivery. Warranty only applies where the product is faulty because of materials, workmanship or design, and will be made good by repair or replacement at Q Branch's sole discretion.

Q Branch will not be liable for defective goods where the defect arises because any entity other than Q Branch or its authorised representative or agent has:

- i. Repaired or altered the product without written permission from Q Branch;
- ii. Failed to use industry best practice in using or handling the product; or

- iii. Subjected the product to conditions outside of the manufacturer's stated instructions on storage, installation, usage or maintenance.

Any product repaired or replaced under this clause will be guaranteed on these terms for any unexpired portion of the warranty period given on the original products.

Product Return Expenses

The customer accepts liability for all freight and other costs incurred in the return of products including warranty repair or replacement of faulty products.

Liability

Except in the case of gross negligence or wilful misconduct by Q Branch, Q Branch shall not be liable to any person for any indirect or consequential damages, loss, expense or claims for consequential compensation whatsoever which arise out of or in connection with any contract. To the fullest extent permitted by law, the Customer releases Q Branch and associated entities from and indemnifies against all liability whatsoever for any injury, loss or damage, however arising.

Intellectual property rights

Unless otherwise agreed in writing by Q Branch, all intellectual property rights with respect to designs including but not limited to hardware, software, styling and artistic designs are retained by Q Branch.

Maintenance

On-going maintenance and service costs are not included in the contract price. Some products require ongoing maintenance which is specified in the operating instructions, as a condition of the warranty.

Performance

Q Branch will not be in breach of this contract by reason of any delays in performing, or failure to perform its obligations under the contract where circumstances arise which delay or prevent Q Branch from performing its obligations. Subject the customer's rights under "Delivery" in these conditions, Q Branch may, at its option, delay the performance of or cancel the whole or any part of a Contract.

Relationship

During the term of this contract, the relationship between Q Branch and the Customer is that of vendor and purchaser. The Customer, its agents, employees and dealers, under no circumstances will be deemed to be agents or representatives of Q Branch, nor will any of them have the right to enter into any contracts or commitments in the name of Q Branch or otherwise to bind or commit Q Branch.

Severance

If any provision of this contract is wholly or partly invalid, unenforceable, illegal, void or voidable, this contract must be construed as if that provision or part of a provision had been severed from this contract and the parties remain bound by all of the provisions and part provisions remaining after severance.

Jurisdiction

This contract is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning this contract.

Interpretation

In this contract, unless the context otherwise requires:

- i. A reference to the singular includes the plural and vice versa;
- ii. A reference to any party to this contract includes the party's executors, administrators, successors or permitted assigns, and where applicable, its servants and agents;
- iii. A reference to an individual shall include corporations and vice versa; and
- iv. If a word or expression is defined, its other grammatical forms have a corresponding meaning.

In this contract, headings are for convenience only and do not affect interpretation.