

TERMS OF TRADE

1. In these Terms of Trade, "we", "our", "us" or "DataBasics" means DataBasics Pty Ltd, ABN 70 078 990 119.
2. By placing an order with us, the Customer agrees that these Terms of Trade are incorporated into all contracts for the supply of goods and services (**Goods & Services**) to the Customer. They supersede any previously issued versions of the Terms of Trade.
3. These Terms of Trade are in addition to our Services Terms and Conditions located at <http://www.databasics.com.au/services/resources/> (**Services Terms and Conditions**).
4. Where there is, in force, a separate written agreement concerning Goods & Services, the terms of that agreement will, to the extent that there is any conflict between that agreement and these Terms of Trade, prevail over these Terms of Trade.

PRICE & CHARGES

5. Subject to clauses 6 to 9 below, and except to the extent expressly stated otherwise in any separate written agreement with us or in your customer order form, the price payable for Goods & Services shall be the total price specified in our current price list, less any discounts agreed in advance in writing by us and plus the applicable cost of packaging, postage and delivery if any. Additional service charges are also applicable for consultation, installation, configuration and training (where these services are required).
6. Where Customer requires attendance by our staff, travel and accommodation charges are also applicable.
7. Prices and charges in clauses 5 and 6 are subject to change without notice.
8. Any promotional offer that we make is exclusive of and cannot be used with any other offer, promotion or discount.
9. All prices are in Australian Dollars and inclusive of GST unless otherwise agreed in writing.

CREDIT & PAYMENT

10. By submitting an order, the Customer authorises us to carry out any credit checks with third parties as we may require. The Customer authorises us to make any enquiries and to use, exchange or disclose any information which is disclosed to us or is obtained by us from any third party from or to any other credit provider or credit reporting agency: a) concerning the Customer's credit worthiness; and b) for the purposes of providing or obtaining a reference.
11. For new customers, the first invoice is payable in advance before the Goods & Services are provided.
12. Subsequently, Customers must pay the amount specified in an invoice in full within 30 days of the date of the invoice unless we agree otherwise in writing.
13. If the Customer does not pay us the invoiced amount in full within the time stipulated in the invoice, we may, without limitation a) withhold further supplies including Goods & Services which have already been fully paid; or b) charge interest on amounts outstanding at a rate equal to 2.0% per month above the Reserve Bank of Australia's prevailing Cash Rate or the highest rate permitted by law, whichever is lower; or c) submit the Customer's account to a collection agency if an invoice remains unpaid for more than 60 days. The Customer agrees that we may recover the outstanding amount specified in the invoice including interest, our legal costs, bank fees and charges and other expenses incurred in attempting to recover the debt and any fees and commissions or other amounts we pay to any collection agency to act on our behalf.
14. Where we make individual deliveries of Goods & Services or deliveries in instalments (for example a monthly software licence subscription), the Customer may be invoiced separately for each delivery in which case, the Customer agrees to pay each invoice according to its terms.

15. We reserve the right to charge the Customer a surcharge for payments made by credit card. We reserve the right to make changes to this surcharge from time to time or extend the surcharge to other methods of payment. If we make any changes, we will notify the Customer in writing before the changes take effect.

ONLINE OR REMOTELY INSTALLED GOODS & SERVICES

16. Online and digital products supplied are also subject to our Terms and Conditions and additional terms that may be imposed by the software licensor (**Additional Terms**). Customers are required to accept these Additional Terms before first using the product.
17. Delivery of online and digital products is made using the internet, and as such is subject to Customer having internet access and meeting any other technical requirements specified by us from time to time.
18. Goods & Services that require an ongoing subscription can be terminated by the provision of 90 days' notice unless otherwise agreed in writing.

RISK IN GOODS & SERVICES

19. For physical Goods, risk in the Goods passes to the Customer upon the Goods leaving our premises or that of our agent's.
20. For online or remotely installed Goods, risk in the Goods passes to the Customer upon installation or access of the Goods, whichever occurs first.
21. Time is not of the essence for delivery of Goods & Services and our liability for incorrect delivery or failure to deliver is limited to the amount received from the Customer unless otherwise agreed in writing.

RETURNS

22. We do not accept returns of physical Goods. Returns of online or remotely installed Goods may be accepted at our discretion within 30 days of install or first access whichever is earlier.

EXCLUSION OF LIABILITY

23. Unless imposed by statute and incapable of exclusion, we exclude all liability for any and all indirect or consequential loss, claims, damages in relation to or connected with the installation or use of the Goods & Services.

STANDARD OPERATING ENVIRONMENT

24. We supply the Goods and Services, and quote the Price and Charges on the basis of a Standard Operating Environment (**SOE**) which ensures development and testing processes maximise the compatibilities of our solutions before delivery to customers. The current Databasics SOE standards are found here: http://www.databasics.com.au/pdf_resources/databasi_cs-soe-build-documentation. Due to the complexity and variance of customers' technical and operating requirements, we do not represent and cannot warrant that the Goods and Services will work as intended, or at all, outside of the SOE. The Customer must ensure that the Customer's technical and operating environment matches and continues to match the SOE as varied from time to time. The Customer must inform DataBasics in writing of any variances between the Customer's technical and operating environment and the SOE before the commencement of supply. Variations from DataBasics SOE may require alteration of services costs to support Customer's environment and will be dealt with on a case by case basis.

FORCE MAJEURE

24. We may cancel or suspend delivery of any ordered product or service in the event of any delay or non-performance due directly or indirectly to wars, terrorism, strikes, lockouts, delays or defaults of manufacturers or suppliers, act of God, or any other cause beyond our reasonable control.

GOVERNING LAW

25. These Terms of Trade are governed by the law of the State of Queensland, Australia and the parties agree to the non-exclusive jurisdiction of the Courts of that State.