

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

1 INTERPRETATION

In this document the following words shall have the following meanings:

- 1.1 "Customer" means any person who purchases Services from the Supplier;
- 1.2 "Supplier" means HP Connections 3 Dillon Way Secret Harbour western Australia 6173
- 1.3 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.

3 PRICE AND PAYMENT

- 3.1 Payment of the price shall usually be paid on completion by the customer as per Agreement terms as applicable.
- 3.2 Payment can be made by credit/debit card on-line or over the phone, by EFT.
- 3.3 Payment in arrears will be by prior agreement only and incur service charges and interest at 5% per week.
- 3.4 Any changes to the original quote will be discussed with the customer before commencement of any works via phone call, text or E mail for verification and authorisation by the customer.
- 3.5 The Supplier will send an electronic invoice/Receipt to the customer. If any further copies are requested, there will be an administration charge.
- 3.6 The Supplier reserves the right to modify, update or run promotions on any service at any time. The Supplier reserves the right to change the price of any service at any time. Once a service has been ordered, the price shall remain fixed for the Customer. Under no circumstances shall the Supplier refund the difference should the price of that service decrease.
- 3.7 Payment is expected within 5 working days or as specified on the invoice, unless otherwise agreed by the supplier.
- 3.8 Any and all parts installed on a customer premises belong to the supplier until paid for in full, and can be removed if unpaid.

4 CUSTOMER'S OBLIGATIONS

- 4.1 To enable the Supplier to perform its obligations the Customer shall:
- 4.2 Co-operate with the Supplier;
- 4.3 Provide the Supplier with any information reasonably required by the Supplier;
- 4.4 Keep the supplier notified of their correct name, postal address and any phone, fax or e-mail information.
- 4.5 Comply with such other requirements as agreed between the parties.
- 4.6 Comply with all other statutory requirements – particularly in regards to data protection and confidentiality.

5 SUPPLIER'S OBLIGATIONS

- 5.1 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

5.2 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects at the point of dispatch.

5.3 Delivery of material will be within the specified time/date arranged between the supplier and the customer.

6 LIMITATION OF LIABILITY

6.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury.

6.2 However the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Services.

6.3 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

6.4 The Supplier cannot accept liability for items lost in the post en route to HP Connections.

7 CANCELLATIONS

Where special orders have been placed and a Customer cancels their order materials or parts the Supplier has had to purchase shall be paid for by the Customer. Where a Customer fails to meet his or her obligation for reasons unrelated to HP Connections.

8 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

9 PROPERTY

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10 COPYRIGHT

Customers may not at any time, without prior written permission of the Supplier, make copies or reproductions (in whatever form) of any material supplied by the supplier. Where any such copy is considered reasonably necessary, the Supplier will provide written permission.

11 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

12 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of Australia and the parties hereby submit to the exclusive jurisdiction of the Australian courts.

Registered address of HP Connections 3 Dillon way Secret Harbour 6173