

ProbeLogic: Terms & Conditions

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Version: 1



Introduction

The supply of goods and/or the performance of services by ProbeLogic (“we“ or “us“ or “our“) to all its customers (“you“) is offered only and exclusively on the following terms and conditions. By requesting, ordering or otherwise permitting us to supply goods to or perform services for you, you hereby accept irrevocably and unconditionally our offer without derogation or qualification.

1.0 Basis of Contract

1.1 Unless otherwise agreed by us in writing, these Conditions apply to every supply of goods and provision of services by us to you and cannot be varied, amended or supplemented by any other terms or conditions without our prior written consent.

1.2 Any written quotation provided by us to you concerning the proposed supply of goods or services is valid for 7 days and is an invitation only to you to place an order based upon that quotation. These Conditions may be supplemented by additional terms in our quotation which are not inconsistent with these Conditions.

2.0 Charges and Payment

2.1 Payment for goods and services must be made by funds transfer or credit card within fourteen (14) days of Invoice issue, the supply of the goods or the performance of the services unless you have a credit account with us. Credit card payments will attract a Merchant Service Fee (MSF).

2.2 Service visits are chargeable and are charged at a standard rate, which includes travel to and from site.

2.3 All goods supplied by us are charged separately from onsite servicing

2.4 Where there is any change in the costs incurred by us in relation to the goods or services, we may vary our price for goods or services in order to take account of any such change, without giving notice to you.

2.5 Surcharges may be applied on same day visits.

3.0 Payment Default

3.1 If you default in the payment by the due date of any amount payable to us then all money which is then due as well as all monies that are payable by you to us at a later date on any account, shall be due and payable immediately without the requirement of any notice to you, and we may, without prejudice to any other right or remedy available to us:-

(a) charge you for all expenses and costs (including debt collection commission and fees, legal costs on a full indemnity basis) suffered or incurred by us resulting from the default, including taking whatever action we deem appropriate to recover any amounts due (which, for the avoidance of doubt, shall include engaging a debt collection agency to seek to recover the amounts due); and

(b) cease or suspend for such period as we think fit, supply of any further goods or services to you; and

(c) by notice in writing to you, terminate any contract with you so far as unperformed by us; without effect on our accrued rights under this or any other any contract.

3.2 Clause 3.1 may also be relied upon, at our option:

- (a) where you are an individual, you become bankrupt or enter into any scheme of arrangement or any assignment or composition with or for the benefit of your creditors or any class of your creditors generally; or
- (b) where you are a corporation, you enters into any scheme of arrangement or any assignment or composition with or for the benefit of your creditors or any class of your creditors generally, or you have a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, your liquidation (including provisional liquidation), winding up or dissolution without winding up.

4.0 Passing of Property

4.1 Until full payment in cleared funds is received by us for all goods supplied by us to you, as well as all other amounts owing to us by you:

- (a) title and property in all goods remains vested in us and does not pass to you;
- (b) you must hold the goods as fiduciary bailee and agent for us;
- (c) you must keep the goods separate from your other goods and maintain the labelling and packaging of the goods;
- (d) you hereby undertake to us to hold the proceeds of any sale of the goods on trust for us in a separate account, however any failure to do so will not affect your obligation to deal with the proceeds as our trustee;
- (e) we may, without notice, enter any premises where we suspect the goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of us, and for this purpose you irrevocably license us to enter such premises and shall also indemnify us and hold us harmless from and against all costs, claims, demands or actions by any party arising from such action.

5.0 Risk and Insurance

The risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods shall pass to you immediately upon delivery of the goods to the premises nominated by you.

6.0 Performance of contract

6.1 Any period or date for delivery of goods or provision of services stated by us is intended as an estimate only and is not a contractual commitment. We will use our reasonable endeavours to meet any estimated dates for delivery of the goods or completion of the services.

6.2 Repairs shall be performed onsite at our premises at 75 Farrall Rd, Midvale 6056.

6.3 Where repairs are contracted to be conducted onsite, whilst every attempt will be made to perform the repairs onsite, it may be necessary to return your items to our premises for diagnosis and repair.

7.0 Warranties

7.1 If we cannot provide you with a solution to your problem, we will not charge you further those services in respect of that problem. In some cases, the solution may be that you need to upgrade or replace your software or hardware. If we advise you to do so and

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you choose not to upgrade or replace your software or hardware, you acknowledge that we have met our commitment to you by providing you with a solution to your problem, whether or not you choose to implement that solution.

7.2 We stand behind our service. If you notify us of a problem with the services you were provided, and our diagnosis of the problem indicates that our services were not performed satisfactorily, we will work to provide a solution to your problem quickly.

7.3 You acknowledge that probes are complicated and sometimes problems are more deeply rooted or complicated than initially diagnosed. You also acknowledge that a problem which occurs with your probe after our repair may be unrelated to the work we performed for you and is therefore outside the scope of our Service Guarantee.

7.4 You acknowledge that any equipment presented for repair may have pre-existing damage or other problems, and that technicians cannot, due to such pre-existing damage, assume responsibility for such damage or further problems resulting therefrom.

7.5 You acknowledge that any equipment presented for repair that may be under an existing service agreement may void the service contract.

7.6 When we sell you equipment, we may be selling such equipment, on behalf of a third party manufacturer or licensor.

7.7 We shall honour all terms, conditions and obligations (if any) that are implied or imposed under applicable State or Commonwealth laws concerning the supply of the goods and/or the performance of the services and nothing in these Conditions seeks to restrict, modify, limit or exclude such terms, conditions or obligations. Our express warranty and guarantee are in addition to and do not affect your statutory rights and remedies (if any).

8.0 Customer's Responsibilities

8.1 You shall ensure that your operators are adequately trained and informed as to the use of the equipment and shall comply with guidelines and procedures supplied by third party manufacturer from time to time.

8.2 You shall promptly report errors or faults in the operation of any aspect of the equipment or any provision of the services in accordance with applicable fault reporting procedures from time to time.

8.3 You shall perform general "housekeeping", testing, adjustment and/or maintenance as recommended by us in respect of any equipment supplied by us in order to maximise the availability of and performance of the equipment or permit performance by us of any of our obligations hereunder.

8.4 You represent and warrant to ProbeLogic that you are the owner of, and/or have the right to be in possession of and make decisions regarding, all equipment provided to ProbeLogic.

8.5 You shall as a fundamental term of these Conditions back up all software, data and files that are maintained on the equipment and ensure applicable data is removed from equipment prior to the arrival at ProbeLogic premises. We shall not be responsible at any time for any loss, alteration or corruption of any such software, data or files.

8.6 Onsite services involving our technicians visiting location (**Premises**) requested by you.

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8.6.1 You must ensure that a person of at least 18 years of age is present for the duration of the provision of onsite services.

8.6.2 You must provide our technicians with:

- (a) access to the areas of your premises necessary to provide services;
- (b) necessary passwords if relevant;
- (c) a safe working environment and working space;
- (d) electrical power (where applicable).

8.6.3 If the services involve the installation of software, then you must provide our technicians with the installation disks for your operating system or software along with a product key for this software.

9.0 Hire of Goods

9.1 The Company shall provide the lease of equipment to the client when required with details of equipment to be leased including replacement costs and lease terms to be provided by way of signed commercial quote with acceptance of liability for repairs or replacement incurred during lease period.

9.1.1 The Client is solely responsible for all transport costs and risks that might apply to the shipment and return of the Equipment.

9.1.2 The Equipment will be shipped to a nominated address with a declaration that the shipment is for a temporary lease of equipment.

9.1.3 The Client is solely responsible for returning the Equipment to the Company. If the Equipment is prevented from being returned due to any circumstance, the Client must pay to the Company the Insurable Value of the Equipment as listed in commercial quotation.

9.2 Term

9.2.1 The lease shall commence from the time the Equipment leaves the Company's office and shall terminate upon its return to the office of the Company.

10.0 Liability

10.1 Repairs conducted shall have a warranty period of 12 months, an extended warranty period may be available and shall incur extra charge, the period and charge rate to be agreed in writing prior to repair of goods.

10.2 Any warranty repairs shall be not incur a further warranty period.

10.3 Any warranty works will be carried out at the premises nominated by us. The cost and risk of transport of the equipment to the nominated premises shall be the responsibility of the customer

11.0 Cancellation

11.1 If, through circumstances beyond our reasonable control, we are unable to effect delivery or provision of goods or services, then we may cancel your order (even if it has already been accepted) by notice in writing to you.

11.2 If you give us less than twenty-four (24) hours notice to cancel any request for

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onsite service, then we may charge a cancellation fee equal to the first hour of service at the rates quoted at the time of booking for the loss and expense caused.

12.0 Same Day Service

“Same Day Service” requests, if accepted by ProbeLogic, shall attract a surcharge.

13.0 Feedback and Information

ProbeLogic welcomes your feedback. It helps us improve! Any written feedback you provide to us shall be deemed to be non-confidential. ProbeLogic shall be free to use such information on an unrestricted basis.

14.0 No representation or reliance

14.1 You acknowledge that neither we nor any person acting on behalf of us has made any representation or other inducement to it to enter into these Conditions, except for representations or inducements expressly set out in these Conditions.

14.2 You acknowledge and confirm that you do not enter into these Conditions in reliance on any representation or other inducement by or on behalf of us, except for representations or inducements expressly set out in these Conditions.

14.3 Without limiting the generality of clauses 14.1 and 14.2, you understand and hereby confirm that:

(a) your decision to enter into these Conditions was, and is, not based on any promise, representation, statement, warranty or undertaking made or given by us or any person on its behalf in relation to the capacity, uses or benefits that might or would be derived or obtained from the goods or services, except as expressly set out in Section 6 or other agreed terms, and

(b) you have relied on your own skill and judgement in deciding to purchase and acquire the goods and services.

15.0 Entire Agreement

15.1 To the full extent permitted by law, in relation to its subject matter, these Conditions:

15.1.1 embody and constitute the entire legal and contractual relationship of the Parties, including the entire terms agreed by the Parties; and

15.1.2 supersede, replace and terminate by mutual consent any prior written or oral representations, negotiations, understandings, agreements or contracts between the Parties.