

**INVISIBLE COMMUNICATIONS PTY LTD**  
ACN: 145 086 362 ABN: 46 145 086 362  
trading as IMPULSE Wireless  
trading as Invisible Communications

**GENERAL TERMS OF SALE**

Rev 26, 28 April 2022

In this document:

“The Company” refers to Invisible Communications Pty Ltd, ACN 145 086 362, ABN 46 145 086 362, its employees, agents, servants, subsidiaries, or associated entities.

“Customer” refers to the person or corporation that has requested the services of the Company, and is being (or may be) provided with goods and/or services by the Company, whether paid on invoice, plan, lease or on a cost-free trial. Please note that additional terms may apply to free trials, which will be issued and approved at the time.

“Invoice Date” is the issue date noted on the relevant invoice for sale of goods and/or services. If no date appears on the invoice, “invoice date” refers to the date the invoice was served to the customer as per Australian law.

“Due Date” is the date stated as such on the invoice and/or is the date by which payment for goods and/or services stated in that invoice is required. If the invoice does not state a due date or time period in which payment is required, the Due Date is the same date as the Invoice Date.

“Service Call” refers to a request by a customer for the Company to attend any location.

“Network Service” includes push-to-talk voice, data, telephony and other services provided via a mobile (cellular) network.

## **1. GENERAL**

- 1.1 Orders and/or goods and services sold or provided by the Company are subject to the following terms and conditions.
- 1.2 The placing of an order for goods or services, whether orally, by fax, telephone, e-mail, mail or otherwise with the company will incorporate these terms and conditions as forming part of the contract of sale of the goods or services, and shall be binding on the Customer. No variation or modification of, or substitution for, these terms and conditions shall be binding unless specifically accepted by the company in writing.
- 1.3 If the Company chooses not to enforce any part of these terms and conditions at any time, that does not indicate a waiver of any term or condition. The Company reserves the right to enforce these conditions how and when it sees fit.
- 1.4 Each clause in these terms stands on its own and the non-enforcement or non-enforceability of any term does not affect any other terms or conditions.

## **2. VALIDITY OF QUOTATIONS**

- 2.1 Subject to paragraph 3.2, any quotation given is valid for a period of thirty (30) days from the date of the quotation, unless some other period is stated in the quotation, in which case the valid period on the quotation takes precedence.

## **3. PRICES/EXCHANGE/PRODUCT FLUCTUATION**

- 3.1 All prices quoted by the company are quoted excluding GST, tax, duty, freight and packaging costs, unless stated otherwise.
- 3.2 All prices are subject to adjustment at any time if there is any adverse fluctuation caused by the current exchange rate or supplier.

3.3 All sales subject to stock availability and product supersession.

#### 4. PAYMENT TERMS

- 4.1 If the Company chooses to accept payment in arrears for goods or services provided by the Company, a Due Date will be stated on the top of the applicable invoice.
- 4.2 The Customer must pay to the company the full amount invoiced before close of business on the Due Date specified on the applicable invoice.
- 4.3 If any amount is due in accordance with paragraph 4.2 and is not received in the Company's bank account by the Due Date, the Customer agrees to pay a late fee of \$30 plus GST as well as interest on all overdue amounts, calculated daily and compounding daily at the rate of 19% per annum, until all outstanding amounts have been paid.
- 4.4 If the Customer has any amounts outstanding beyond their due date, the Customer agrees that the Company may suspend the supply of any and/or all goods and/or services to the Customer until all amounts owed to the Company (including under paragraph 4.3) have been paid in full. The customer agrees that goods and services not subject to the overdue invoice may also be withheld.
- 4.5 The Customer agrees that the Company is not liable for any damages or loss incurred by the Customer due to the suspension of supply of goods or services in accordance with paragraph 4.4.
- 4.6 The Company may at its sole discretion issue or revoke Customer credit terms as it sees fit at any time and for any reason.
- 4.7 If the Customer has any amounts outstanding, the Company may at its sole discretion:
  - 4.7.1 require payment in full before delivery of equipment or services (irrespective of any terms of payment previously specified);
  - 4.7.2 take over or repossess any equipment not paid for in full by the Customer;
  - 4.7.3 exercise all rights to such equipment as if it were the owner.
- 4.8 If the Customer fails to pay the Company any amounts owed before 90 days after the Due Date of the relevant amount, the Customer consents to the Company, its servants and agents entering the Customer's premises, or any other premises, vehicle, vessel or barge where the equipment is located, and using such means as is necessary to repossess the equipment. The Customer is liable for the Company's costs incurred in repossessing the equipment. The Customer also agrees to provide the Company with all reasonable assistance to locate and collect the equipment. If the equipment is not available for collection at the nominated time and or place the Customer will be liable for any additional costs the Company may incur. The Company will not be liable for any damages caused by any person in collecting the equipment or incurred by the Customer due to the removal of the equipment.
- 4.9 The Customer is liable for all additional costs the Company may incur, including legal, administrative and debt collection costs to recover overdue or unpaid amounts. The Customer is also liable for de-installation and/or reinstallation costs incurred in relation to recovering goods.
- 4.10 Receipt of a Cheque is accepted as payment for an invoice only when the cheque is cashed successfully by the Company. For the purpose of Paragraph 4.3, amounts are considered paid when they are received as cleared funds in the Company's bank account
- 4.11 In the case where payment bounces, it will be treated as if the customer has not made that payment at all, and the conditions stated in Paragraph 4 and its subparagraphs will still apply until valid payment is cleared.
- 4.12 In the case where payment bounces, the Customer will be liable to pay to the Company any costs incurred by the Company due to the bounced payment and in recovering the amount owing. This is as well as and in addition to any amounts required pursuant to this section.
- 4.13 The Company will pass on to the customer any expenses incurred in receiving money, including inbound payment fees, unless stated or quoted otherwise. Credit card transactions will ordinarily have any surcharges quoted beforehand, however this clause will not bind the Company to quoting these beforehand.

## **5. RETENTION AND RISK**

- 5.1 At all times the property in the equipment remains with the company (irrespective of delivery of the equipment to the Customer or fixing of the equipment to the Customer's premises, vehicle, vessel, barge or property) until the Customer has paid the full invoiced price and any other payments due to the company in respect of the equipment arising out of the associated sale of the equipment and/or services (including but not limited to any amounts detailed in Section 4 above).
- 5.2 The Company shall not be held responsible for any consequences of failure or delay of delivery outside the reasonable control of the Company (which includes failure or delays of delivery by a shipping company to delivery products on our behalf).
- 5.3 Risk in the Products transfers to the Customer at the point where the product is collected by the Customer, the Customer's agent, or a transport company.
- 5.4 Risk in returned products is accepted by the Company when we receive the goods at the address stated in documentation authorising the return of such goods, or when they are picked up by a Company staff member.

## **6. CANCELLATIONS**

- 6.1 Delivery dates, lead times, or appointment schedules do not form part of any contract with the Company unless:
  - 6.1.1 the relevant contract explicitly states such, or
  - 6.1.2 there is a Service Level Agreement (SLA) in place which covers the provision of relevant goods and/or services under the order.
- 6.2 The acceptance of an order or PO which contains a due date does not infer acceptance of the due date, nor obligate the Company to deliver the goods and/or services on or by that date.
- 6.3 The Company is not liable for failure to meet any delivery or due dates, lead times, or appointment schedules, unless allowed for explicitly in the relevant contract.
- 6.4 Failure to make dispatch or delivery by a due date stated on an order does not allow nor imply cancellation or amendment of the order. The Company retains the right to deliver all goods and services ordered, and to invoice and receive full payment for the same.
- 6.5 If a Service Call, whether placed orally, by fax, telephone, e-mail, mail or otherwise, is cancelled by the customer at a time less than 12 hours before the time appointed for the service call, a callout fee will be charged at the Company's standard rate applicable at the time and to the area where the Service Call was to be attended, and if applicable may include travel time and expenses.
- 6.6 Unless prior arrangements have been made, if a Service Call is attended by the company, and the Customer or their representative is not available, the Service Call will be assumed to have been cancelled by the Customer. In this case, a callout fee will be charged at the Company's standard rate applicable at the time and to the area where the Service Call was attended, and may include travel time and expenses.
- 6.7 If a Service Call is attended by the company, and the Company is not able to access the Customer's premises, vehicle, vessel, barge, or equipment to be worked on (as required), the Service Call will be assumed to have been cancelled by the customer. In this case, a callout fee, time on site, travel time and expenses will be charged at the Company's standard rate applicable at the time and to the area where the Service Call was attended.
- 6.8 In the case where a contract for services is cancelled by the Customer, the Customer will be liable to immediately pay any unpaid amounts that would otherwise be required to be paid under the terms of that contract.
- 6.9 In the case where a contract for services is cancelled by the Customer, the Company will not be required to provide the services which would otherwise have been provided under the contract, regardless of any payments made by the Customer in regards to that

contract or the cancellation thereof.

- 6.10 If the resolution to a service call, service request, repair return or other job is “no fault found” or “user error” or otherwise caused by the user, the customer will incur expenses for time, materials and expenses applicable to the job.
- 6.11 If a quote is rejected, the customer may incur a quote fee or expenses for time and material costs expended to prepare the quote, the minimum quote fee being \$30 plus GST, or in the case of a workshop repair, \$60 plus GST.
- 6.12 Cancellation of a network service requires a minimum 30 days notice. Amounts invoiced prior to the termination date will not be reimbursed or pro-rated and remain payable.
- 6.13 If the Customer cancels an order for products after the order has been accepted by the Company (having been accepted orally, in writing, or by implication), the Company reserves the right to refuse to cancel the order or charge a cancellation fee in order to cover the Company’s reasonable costs incurred, including but not limited to costs incurred in quotation, preparation and fulfillment of the order, any work carried out, restocking costs, software purchase or development, or purchase of special order parts or equipment to fulfill the order.
- 6.14 Upon Delivery or collection, it is the Customer’s responsibility to inspect the Products as soon as practicable and notify the Company within five (5) Business Days of any damage, loss, shortage, or other discrepancy between the Products delivered to or collected by you, and the products ordered and/or invoiced. After this time, and subject to Australian Consumer Law, it is assumed the Products have been accepted as per the Company’s dispatch and delivery documentation.

## 7. **WARRANTIES**

- 7.1 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 7.2 When a customer requests work to be carried out under Manufacturer’s Warranty, the onus is on the Customer to show that the equipment is actually covered under warranty at the time. If the equipment is not found to be under Warranty or guarantee, the Customer will be charged the applicable rates for any work completed.
- 7.3 The Customer agrees to bear the costs associated with removing and/or returning any goods for verification and/or repair or replacement under Manufacturer's Warranty.
- 7.4 Equipment repaired or replaced under Manufacturers Warranty will be returned to the Customer's recorded address at no cost to the customer.
- 7.5 Notwithstanding the above paragraph, the Company is not liable for any costs associated with a failure or claim under Manufacturers warranty, including but not limited to costs associated with: de-installation, re-installation, shipping, loss of income due to the unavailability or failure of equipment, and other damages or loss due to the unavailability or failure of equipment.
- 7.6 The Company may accept responsibility for warranty claims due to problems with installation if the Company is satisfied that it was their own actions and workmanship (or that of their partner, subcontractor or agent) that led to the fault occurring.
- 7.7 Guarantees on installations and services performed or supplied by the Company are limited to a reasonable amount of time. This will vary according to the nature of the installation, its location and operating environment, but will be no longer than 12 months.

## 8. **PRIVACY**

- 8.1 Please refer to the Invisible Communications Pty Ltd Privacy Policy, available at <https://www.impulswireless.com.au/terms>

9. **LIMITATION OF LIABILITY**

- 9.1 IMPULSE gives no warranties relating to the Products other than as set out in clause “Warranties” above. Any warranties implied by law are hereby specifically excluded, to the extent that the law permits.
- 9.2 Subject to the above clause, The Company shall have no liability whatsoever, whether in contract, tort or otherwise relating to the Products or use of the Products, other than its obligation to comply with clause “Warranties”.
- 9.3 Without limiting the foregoing, The Company shall have no liability for any claim for loss of profits, or for any other indirect or consequential loss, including economic loss.
- 9.4 If there is any liability of The Company which may not be legally excluded, pursuant to the Australian Consumer Law or any other law, then the liability of The Company shall be limited to repairing the relevant Product or, at its option, replacing the relevant Product.

10. **UPDATES TO THESE TERMS**

- 10.1 These terms may be altered at any time without notice, however any changes not advantageous to a Customer will not be binding until the new terms have been published for 14 days. The latest terms and conditions are published online and may be viewed 24/7 at <https://www.impulswireless.com.au/terms>