

Audio Technology NT Pty Ltd Trading as

Audiovisual Projects

Standard Terms and Condition of Trade

Definitions:

1.1 "AT" means Audio Technology NT Pty Ltd trading as Audiovisual Projects (AVP) its successors and assigns or any person acting on behalf of and with the authority of Audio Technology NT Pty Ltd / Audiovisual Projects

1.2 "Customer" means the person/s buying the Goods (and/or hiring Equipment, and/or having equipment serviced and or having equipment installed) as specified in any invoice, document or order, Build of Materials and if there is more than one Customer is a reference to each Customer jointly and severally.

1.3 "Goods" means all Goods or Services supplied by AVP to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).

1.4 "Equipment" means all Equipment including any accessories, materials, hardware sold, and/or installed by AVP to the Customer (and where the context so permits shall include any supply of installation labour and maintenance Services). The Equipment shall be as described on the invoices, quotation, schedule of equipment and materials, build of materials or any other work authorisation form provided by AVP to the Customer.

1.5 "Price" means the Price payable for the Goods/Equipment as agreed between AVP and the Customer in accordance with clause 4 below.

Acceptance:

2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods/Equipment, or requests and accepts the installation of equipment.

2.2 These terms and conditions may only be amended with AVP's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and AVP.

internal administration fees, legal costs on a solicitor and own client basis, ĆXÚ's collection agency costs, and bank dishonour fees).

14.3 Without prejudice to any other remedies AXÚ may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions ĆXÚ may suspend or terminate the supply of Goods/Equipment to the Customer. ĆXÚ will not be liable to the Customer for any loss or damage the Customer suffers because ĆXÚ has exercised its rights under this clause.

14.4 Without prejudice to ĆXÚ's other remedies at law ĆXÚ shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to AP shall, whether or not due for payment, become immediately payable if:

Çæ) any money payable to ĆXÚ becomes overdue, or in ĆXÚ's opinion the Customer will be unable to make a payment when it falls due;

Çà) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

Ç&) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

Cancellation:

15.1 AP may cancel any contract to which these terms and conditions apply or cancel delivery of Goods/Equipment at any time before the Goods/Equipment are due to be delivered by giving written notice to the Customer. On giving such notice AVP shall repay to the Customer any money paid by the Customer for the Goods/Equipment. AVP shall not be liable for any loss or damage whatsoever arising from such cancellation.

15.2 In the event that the Customer cancels delivery of the Goods/Equipment the Customer shall be liable for any and all loss incurred (whether direct or indirect) by AVP as a direct result of the cancellation (including, but not limited to, any loss of profits).

Privacy Act 1988:

16.1 The Customer agrees for AVP to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by AVP.

16.2 The Customer agrees that AVP may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess an application by the Customer; and/or
- (b) to notify other credit providers of a default by the Customer; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Customer.

The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

16.3 The Customer consents to AVP being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

16.4 The Customer agrees that personal credit information provided may be used and retained by AVP for the following purposes (and for other purposes as shall be agreed between the Customer and AVP or required by law from time to time):

- (a) the provision of Goods/Equipment; and/or
- (b) the marketing of Goods/Equipment by AVP, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods/Equipment; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods/Equipment.

16.5 AVP may give information about the Customer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Customer;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

16.6 The information given to the credit reporting agency may include:

- (a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's license number);
- (b) details concerning the Customer's application for credit or commercial credit and the amount requested;
- (c) advice that AVP is a current credit provider to the Customer;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of AVP, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customer's credit obligations);
- (g) advice that cheques drawn by the Customer for one hundred dollars (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Customer by AVP has been paid or otherwise discharged.

Unpaid Sellers Rights:

17.1 Where the Customer has left any item with AVP for repair, modification, exchange or for AVP to perform any other service in relation to the item and AVP has not received or been tendered the whole of any moneys owing to it by the Customer, AVP shall have, until all moneys owing to AVP are paid and/or if not collected within 90 days:

(a) a lien on the item; and

(b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.

17.2 The lien of AVP shall continue despite the commencement of proceedings, or judgment for any moneys owing to AVP having been obtained against the Customer. The Customer releases AVP from any liability arising out of or connected with such disposal whether by negligence or otherwise.

Equipment Hire / Demonstration Equipment Loan :

18.1 Equipment shall at all times remain the property of AVP and is returnable on demand by AVP. In the event that Equipment is not returned to AVP in the condition in which it was delivered AVP retains the right to charge the Customer the full cost of repairing the Equipment. In the event that Equipment is not returned at all AVP shall have right to charge the Customer the full cost of replacing the Equipment.

18.2 The Customer shall;

(a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over the Equipment.

(b) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment.

(c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by AVP to the Customer.

18.3 The Customer accepts full responsibility for the safekeeping of the Equipment and the Customer agrees to insure, or self insure, AVP's interest in the Equipment and agrees to indemnify

AVP against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

Building and Construction Industry Payments Act 2004:

19.1 At AVP's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services and/or Equipment then the provisions of the Building and Construction Industry Payments Act 2004 may apply.

19.2 Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, and Northern Territory in except to the extent permitted by the Act where applicable

General:

20.1 The failure by AVP to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect AVP's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

20.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which AVP has its principal place of business, and are subject to the jurisdiction of the courts in that state.

20.3 Subject to clause 13 AVP shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by AVP of these terms and conditions (alternatively AVP's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods/Equipment hire).

20.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by AVP nor to withhold payment of any invoice because part of that invoice is in dispute.

20.5 AVP may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

20.6 The Customer agrees that AVP may amend these terms and conditions at any time. If AVP makes a change to these terms and conditions, then that change will take effect from the date on which AVP notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for AVP to provide / install Goods/Equipment to the Customer.

20.7 Neither party shall be liable for any default due to any act of Nature /God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

20.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.