

STANDARD TERMS AND CONDITIONS OF SALE

1. APPLICATION OF CONDITIONS

- 1.1 These Conditions will apply to every supply of the Products and/or Services to be made by Seriously Digital.
- 1.2 Seriously Digital may at any time after the giving of at least fourteen (14) days' notice to the Customer, vary these Conditions. The Conditions as varied will not apply to any supply of Products or Services in respect of which an Order Confirmation has been received by Seriously Digital prior to the date of giving that notice.
- 1.3 Unless expressly accepted in writing by Seriously Digital, any qualification of these Conditions made either orally or by the Customer or contained in any document issued by the Customer shall be of no force or effect.

2. PRICE

- 2.1 The price payable for the Products and/or Services will be set out in the Quotation or, if no Quotation is given, in the Invoice, and is based on current costs of labour and materials.
- 2.2 The price does not include the cost of delivery of any Products from Seriously Digital's premises to the Customer's premises, unless specifically agreed in writing.
- 2.3 In addition to the price the Customer will, if so requested by Seriously Digital, pay for:
- (a) any increase in taxes and duties (other than income tax) after the date an order is made, or a Quotation is given, which Seriously Digital may be required to collect or pay in respect to the supply of the Products and Services;
 - (b) the cost of holding, storing and insuring the Products if delivery or collection is delayed beyond the date or dates as agreed between the parties or at the request of the Customer; and
 - (c) any GST payable by Seriously Digital in respect of the supply of the Products and Services to the Customer if the price set out in the Quotation or, if no Quotation is given, in the Invoice, has not been expressed to be inclusive of GST.

3. ACCEPTANCE OF ORDERS

- 3.1 Subject to clause 3.2 of these Conditions, upon receipt of an order from a Customer, Seriously Digital will provide to the Customer a Quotation confirming the quantities and prices of Products, and/or the types of Services, required. All Quotations will be accompanied by an Order Confirmation, which the Customer is required to duly execute and return to Seriously Digital.
- 3.2 In the event that:
- (a) a Customer requires urgent supply of Products or Services; or
 - (b) the Customer does not require a Quotation (as agreed between Seriously Digital and the Customer); no Quotation will need to be given by Seriously Digital to the Customer and the Customer will be bound to accept the supply of Products or Services, as set out in the Invoice supplied on delivery, upon placing the order for the same.
- 3.3 In respect of orders for Products for professional/custom made equipment and supplies, Seriously Digital will only become bound to supply such Products (and the Customer becomes bound to accept that supply) upon receipt of a non-refundable deposit from the Customer equal to twentyfive (25%) of the price for such Products, as set out in the Quotation.
- 3.4 Seriously Digital will endeavour to deliver the quantity of Products as ordered. However, due to the difficulty in producing exact quantities of Products, Seriously Digital reserves the right to under or over deliver by a margin of five percent (5%). Seriously Digital takes no responsibility for any direct, indirect, consequential or incidental loss, costs, damages or expenses of any nature arising from a discrepancy in the quantity of Products delivered compared to that which was ordered.

4. PAYMENT

- 4.1 Invoices will be rendered by Seriously Digital on delivery of the Products or performance of the Services.
- 4.2 Unless Seriously Digital has agreed to provide the Products and/or Services to the Customer on credit terms, the Customer must pay the price for the Products on or before delivery and the price for the Services on or before their performance.
- 4.3 If Seriously Digital agrees to provide the Products and/or the Services to the Customer on credit terms, the Customer must pay the price and any other amounts payable within thirty (30) days of Seriously Digital issuing an invoice to the Customer for the Products and/or Services or within such other period as Seriously Digital may specify by notice to the Customer.
- 4.4 In the event that any amount has not been paid by a Customer as it falls due, as determined in accordance with clauses 4.2 and 4.3 of these Conditions ("Due Date"), Seriously Digital may charge the Customer interest on the outstanding amount. Interest shall accrue on the outstanding amount from time to time at the rate of one and a half percent (1.5%) per month from the Due Date until the outstanding amount is paid to Seriously Digital in full, such interest to be calculated on a daily basis and paid monthly in arrears. For the avoidance of doubt, the first of such interest payments will be due one month after the Due Date, or as otherwise directed by Seriously Digital.
- 4.5 The Customer will not be entitled to make any deduction of any nature whatsoever (including, any set off or counterclaim) from the price payable for the Products and/or the Services.

5. DELAY OR CANCELLATION OF SUPPLY AND CUSTOMER'S LIABILITY

- 5.1 If the Customer cancels or seeks to delay the supply of any Products or Services for any reason whatsoever the Customer must indemnify Seriously Digital against any loss or damage or cost Seriously Digital incurs which arises from or is causally connected with the cancellation or delay including:
- (a) any loss of bargain associated with the cancellation or delay of the supply of Products or Services;
 - (b) the cost of planned production time which is not able to be reallocated by Seriously Digital;
 - (c) the cost of components held in stock by Seriously Digital to be incorporated into the Products;
 - (d) charges made by suppliers to Seriously Digital for components to be incorporated into the Products;
 - (e) the work in progress incurred by Seriously Digital in manufacturing the Products or providing the Services;
 - (f) the cost of any buffer stock held in respect of Customer Orders; and
 - (g) storage of components held in stock.
- 5.2 The Customer will be liable to Seriously Digital and will indemnify v against all costs, charges and expenses incurred by Seriously Digital as a consequence of any breach by the Customer of any terms of these Conditions.

6. TITLE AND RISK

- 6.1 The title to the Products remains with v and shall not pass from Seriously Digital to the Customer until the price and any other amounts payable by the Customer in accordance with clause 4 of these Conditions, is paid in full to Seriously Digital. The

Customer acknowledges that it is in possession of the Products solely as bailee for Seriously Digital until such time as all amounts payable by the Customer under these Conditions are paid in full to Seriously Digital.

6.2 Notwithstanding any other term or condition, the risk in the Products passes to the Customer upon delivery to the Customer or collection by the Customer (as the case may be).

7. WARRANTY, LIMITATION OF LIABILITY AND FORCE MAJEURE

7.1 All conditions and warranties, whether express or implied and whether arising under statute or otherwise, as to the condition, suitability, quality, fitness or safety of the Products are expressly excluded to the full extent permitted by law.

7.2 Where warranties or conditions apply in respect of the Products, Seriously Digital's liability for breach will be limited to one of the following, to be determined by Seriously Digital in its absolute discretion:

- (a) the replacement of the Products or the supply of equivalent goods;
- (b) the repair of the Products;
- (c) the payment of the costs of replacing the Products or of acquiring equivalent goods; or
- (d) the payment of the cost of having the Products repaired.

7.3 The obligation to repair or replace any Products under clause 7.2 does not apply to any Products which:

- (a) have been altered by unauthorised personnel; or
- (b) have been subjected to misuse, negligent handling, accident, unusual physical or electrical stress or operation of storage outside of the environmental specifications for the Products.

7.4 Seriously Digital will not under any circumstances be liable to the Customer or any other person or entity related to or associated with the Customer for direct, indirect, consequential or incidental loss, costs, damages or expenses of any nature whatsoever including, but not limited to, loss of profits, loss of savings or other incidental or consequential damages arising out of or relating to the provision of the Services or the Products or their production or the sale use or inability to use the Products or for any other cause of whatever nature including any defects in the Products unless such loss, costs, damages or expenses are caused by the breach or default of Seriously Digital under these Conditions, in which event Seriously Digital's liability will be limited to direct damages arising out of such breach or default, subject to the limitations upon Seriously Digital's liability set out elsewhere in these Conditions.

7.5 Notwithstanding anything to the contrary contained within these Conditions, these Conditions will not be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any Products pursuant to the Conditions of all or any of the provisions of Part V of the Trade Practices Act, 1974 or Part VIII of the Sale of Goods Act, 1923 (NSW) or the provisions of any other Statute or any other act of the Commonwealth of Australia or of any State or Territory of the Commonwealth of Australia which by law cannot be excluded, restricted or modified.

7.6 Failure to supply or delay in supplying the Products caused by:

- (a) a shortage of supplies of components reasonably beyond the control of Seriously Digital due to a cessation, reduction or interference with the availability or transportation from any of Seriously Digital's sources of supply;
- (b) a strike, boycott or industrial action or dispute; or
- (c) any other cause whatsoever reasonably beyond the control of Seriously Digital, does not give rise to a claim against Seriously Digital or cause Seriously Digital to be in breach of its agreement with the Customer.

8. MISCELLANEOUS

8.1 This contract shall be governed and construed in accordance with the laws of the State of Victoria.

8.2 The Customer shall not assign any rights or obligations under this contract without the prior written consent of Seriously Digital.

9. CREDIT ASSESSMENT

9.1 If any Products are supplied to the Customer on credit, Seriously Digital may need to disclose to a credit reporting agency certain information about the Customer when assessing the Customer's with Seriously Digital.

The customer authorises Seriously Digital to disclose such information to a credit reporting agency for these purposes.

9.2 Subject to Seriously Digital's obligations under the Privacy Act 1988 (Cth), Privacy Amendment (Private Sector) Act 2000 and other applicable laws, Seriously Digital may give information to a credit reporting agency to obtain a consumer credit report about the Customer or to allow the credit reporting agency to create or maintain a credit information file about the Customer. The Customer agrees that Seriously Digital may disclose a credit report about it to any credit provider, debt collecting agency or Seriously Digital's insurers for the purposes of assessing the Customer's creditworthiness or to collect any overdue payments (as the case may be).

9.3 Seriously Digital may disclose the following information relating to the Customer in accordance with clauses 9.1 and 9.2 above.

- (a) The Customer's name and address and the name and address of the Customer's Directors and Managers;
- (b) Credit limits on the Customer's accounts;
- (c) The amount of any payments which are overdue for at least 60 days;
- (d) Where an overdue payment has been previously reported, advice that the payment is no longer overdue;
- (e) Where an overdue payment has been previously reported, advice that the payment is no longer overdue;
- (f) Cheques or credit card payments which have been dishonoured;
- (g) Information that Seriously Digital has ceased to supply Products or Services to the Customer.

9.4 The Customer agrees that Seriously Digital may obtain information about the Customer from any business which provides information about the commercial creditworthiness of persons for the purposes of assessing the Customer's application to purchase the Goods on credit and collecting any overdue amounts.

9.5 Seriously Digital may refuse to supply the Products to the Customer on credit on the basis of Seriously Digital's credit assessment of the Customer.