

Standard Terms and Conditions for Sale of Goods and Services

Hyper Bytes Technology ABN 12 813 931 803 (The Contractor)

These are the Contractor ("we" or "our") standard Terms and Conditions that will apply to every contract when you as the Customer engage the Contractor to perform its services. When providing our services, we may also need to supply product/s.

Please refer to our Privacy Policy linked on our home page for information relating to our collection, storage and use of the details you provide when engaging us to provide our service.

The Contractor reserves the right to amend these Terms and Conditions from time to time at their discretion. Any changes made in such revision take immediate effect once the Customer is notified of such a change.

ENGAGEMENT

The Contractor represents and warrants that the Contractor has all the necessary skills, knowledge, experience and expertise to perform the services and will perform the service in a proper and competent manner.

The Contractor holds all necessary licences and permits required in order to allow the Contractor to perform the services.

All work done under this contract will comply with:

- (a) the Building Code of Australia, to the extent required under the Environmental Planning and Assessment Act 1979
- (b) all other relevant codes, standards and specifications that the work is required to comply with under any law
- (c) the conditions of any relevant development consent or complying development certificate.

This contract may limit the liability of the contractor for failure to comply with the above work compliance clause if the failure relates solely to:

- (a) a design or specification prepared by or on behalf of the home owner (but not the contractor) or
- (b) a design or specification required by the home owner if the contractor has advised the home owner in writing that they go against the 'work compliance clause'.

If an event occurs that is beyond the reasonable control of the Contractor which prevents the Contractor from performing the service on or by the date agreed, the Contractor will immediately notify the Customer and give an estimate of the time for completion of the service.

The Contractor will provide all equipment and all materials as may be necessary to properly and efficiently perform the service. Unless otherwise agreed in writing all materials including products supplied will be new and of high quality fit for their purpose. All Contractor equipment will be safe for use, be properly maintained and capable of being used to carry out the service.

If the Customer requires a variation to the service, the Contractor will provide a quotation for performing the service as varied which additional sum will be added to the price if accepted by the Customer. If the Customer does not accept the quotation, the Contractor is not obliged to carry out the variation.

The Contractor may use sub-contractors to provide any of the service. In such circumstances, the Contractor will ensure that:

- (a) the sub-contractors so engaged are suitably qualified, hold all necessary licences and are otherwise able to perform the service in a proper and workman-like manner;
- (b) the sub-contractors so engaged do not by act or omission do or not do anything that would if done or not done by the Contractor be a breach of any of these terms;
- (c) the sub-contractors so engaged have current or necessary insurances.

The Contractor is solely responsible for all fees payable to sub-contractors.

ACCEPTANCE OF THESE TERMS

Any act by the Customer or those legally acting on behalf of the customer which requests the Contractor to begin performing any services or providing any materials will be deemed as acceptance to these Terms and Conditions.

Once these Terms and Conditions are accepted they are irrevocable and cannot be amended without the written consent of the Contractor.

In the event there is more than one party as a Customer to these Terms and Conditions, all Customers will be jointly liable for these Terms and Conditions.

Should the Customer cancel the engagement of the Contractor after it has been accepted, the Customer agrees they may be held liable for any costs incurred by the Contractor in relation to the provision of the services and/or provision of products up to the point of cancellation.

QUOTES, INVOICES AND PAYMENT

A quote provided by the Contractor will remain valid for thirty days. On

expiry of that period, if the Customer wishes to proceed a new quote will need to be provided prior to the Contractor undertaking the service.

The Customer will pay the Contractor's fee in accordance with the payment schedule or immediately on completion of services whichever occurs first. All prices exclude GST (unless otherwise stated) and are subject to Goods and Service Tax (GST).

The Contractor will issue a tax invoice for the service setting out the service performed and goods supplied in reasonable detail, including any variation, or in accordance with the payment schedule where applicable. The tax invoice will also separately identify all expenses and any GST payable. This tax invoice will include the final price for the services performed and any goods provided, this price may vary from the quoted price at the discretion of the Contractor

Payment of the Contractor's tax invoice should be made in the following manner: Credit card, electronic transfer to the Contractor's bank account or Cash.

Where the Customer fails to pay any tax invoice on or before the due date, the Customer agrees that the Contractor will add interest to the total outstanding amount at the rate of 3% interest per calendar month and that the Customer will be liable to pay an accrued interest in addition to the outstanding amount.

In the event the Customer defaults in payment of an invoice, the customer shall indemnify the Contractor from any costs incurred by the Contractor in recovering the outstanding amount, including but not limited to solicitors fees.

In the case of managed services, including IT support and Voice services, services may be suspended when a notice of intent is issued to the customer with a 7 day notice period.

The Customer is not entitled to deduct any invoiced amount from any amounts owing to the Customer by the Contractor.

Occupational Health and Safety/Workplace Health and Safety

The Customer will ensure that, if the service is to be performed on the Customer's property, the Customer is authorised to occupy those premises and obtain the service.

The Customer will ensure that if the service is to be performed on the Customer's property, that at all times the property is safe and that all facilities provided by the Customer for the purposes of enabling the service to be performed are also safe.

The Customer will ensure that the Contractor will have unencumbered and unobstructed access to the area/s of the premises requiring the service.

The Contractor will ensure that at all times in performing the service it uses safe and proper procedures and practices and that all its employees are properly trained and supervised and observe all proper safety practices. Where protective equipment, materials or clothing are required the Contractor will provide these and the Contractor will ensure that these are used at all relevant times.

The Contractor will at all times have current Workers Compensation insurance and will, on request with prior notice, provide evidence to the Customer of its currency.

LIMITATION ON WARRANTY

The Contractor warrants that all the service it performs including any product it supplies as part of the service will be fit for its intended purpose, will be capable of being used by the Customer for its intended purpose and will perform in accordance within its applicable specifications (if any).

All statutory warranties that can be lawfully excluded are hereby expressly excluded.

To the extent permitted by law, the Contractor is not liable for negligence or otherwise to any person including the Customer for any loss or damage including consequential loss suffered or incurred in relation to the Contractor's service or products supplied.

Where the service is not of the kind ordinarily required for personal, domestic or household use or consumption then the liability of the Contractor is limited pursuant to s.64A of the *Competition and Consumer Act 2010* (Cth) to, at the discretion of the Contractor:

- (a) the supplying of the service again; or
- (b) the payment of the cost/s of having the service supplied again.

JURISDICTION

It is agreed by the Parties that these Terms and Conditions will be construed in accordance with the Law of NSW and each Party covenants that it submits to the jurisdiction of the Courts of NSW for the resolution of any dispute under the Agreement.

FORCE MAJEURE

Neither the Contractor nor the Customer shall be held liable for any breach of these terms where the breach arises from an act of God, war, natural disaster, terrorism or any other event beyond the reasonable control of either party.