

## TERMS AND CONDITIONS OF SPECIALS

### Invoices

1. Invoices for the supply of Services and/or Equipment (*Work*) will be submitted to the Customer at the completion of the Work or, at the discretion of Acclaim, on a monthly basis.
2. Invoices are payable in full on or before the date stated on the invoice, or if no date is nominated, within seven (7) days of the date of the invoice.
3. Acclaim reserves the right to suspend Work if an invoice is not paid on or before the due date for payment.

### Overdue Accounts

4. Acclaim is entitled to charge interest at the rate of fifteen (15) percent per annum on all overdue amounts from the due date, calculated daily on all monies due but unpaid. Payments received from the Customer will be credited first against any interest charge.
5. Acclaim is entitled to charge an account-keeping fee of \$11.00 per week in relation to all overdue invoices.
6. The Customer will pay or reimburse to Acclaim all costs, disbursements, debt collection agency fees and commissions, search fees and legal costs (on a full indemnity basis) incurred by Acclaim as a result of attempts and/or actual recovery of any overdue payment, interest or account-keeping fee.

### Retention of Title

7. Acclaim and the Customer agree that:
  - (a) Acclaim retains property and title to the Equipment until Acclaim has received payment in full for that Equipment;
  - (b) payment in full, in relation to an item of Equipment, includes the invoiced amount and any interest and other charges relating to that invoice imposed under these terms and conditions;
  - (c) the Customer is a bailee of the Equipment until such time as property and title to the Equipment pass to the Customer;
  - (d) the risk in the Equipment will pass to the Customer on the delivery to the Customer of the Equipment.
  - (e) In the event that the Customer commits an act of default pursuant to clause 10 of these terms and conditions, the Customer authorises Acclaim to:
    - (i) recover possession of and use the Equipment in whatever manner it thinks fit;
    - (ii) personally or through its agents or servants enter upon any land, building or vehicle or any other property where the Equipment is reasonably thought to be situated for the purpose of removing the Equipment, including Equipment already installed, in whatever manner it thinks fit and, for the removal of doubt, the Customer grants Acclaim, its agents or servants an irrevocable license to do so without incurring any liability to the Customer or any person claiming through the Customer; and
    - (iii) re-sell the Equipment and apply the proceeds to the amount owing from the Customer to Acclaim in relation to the Equipment.
8. Where the proceeds of re-sale of the Equipment are not sufficient to discharge the debt owing from the Customer to Acclaim in relation to the Equipment, the Customer agrees to pay any deficiency in the amount owing and any expense of such re-sale and any such amount not paid will be recoverable by Acclaim as liquidated damages.

9. Pending payment in full for the Equipment, the Customer must not sell or otherwise deal with the Equipment or allow any person to have or acquire any security interest in the Equipment.
10. The Customer will commit an action of default under clause 7 of these terms and conditions if the Customer:
  - (a) fails to pay an invoice in relation to the Work on or before the due date for payment;
  - (b) in the case of an individual, commits an act of bankruptcy or has a trustee in bankruptcy appointed in respect of the Customer's property or assets; or
  - (c) in the case of a company, passes a resolution for its winding up, enters into liquidation, has an application for winding up filed against it, or has a receiver, receiver and manager, voluntary liquidators, controller or voluntary administration appointed over any of the Customer's property or assets.

#### **Charge**

11. As security for the payments due to Acclaim for the Work, the Customer as beneficial owner charges in favour of Acclaim all freehold and leasehold interests in land and all personal property of whatever description and wherever situated which it now has or during the currency of the contract between Acclaim and the Customer may acquire, with the amount of its indebtedness or liability hereunder until discharged; such indebtedness to include, but not limited to, all invoiced amounts in relation to the Work and all amounts referred to clause 4, 5 and 6.
12. In the event that the Customer is a company, the Customer undertakes to sign all necessary documents to have the charge referred to in clause 11 registered with the Australian Securities and Investments Commission.

#### **Quotations**

13. Any prices quoted in relation to Work will remain current for 30 days after the date of the quotation where the quoted price is less than \$100,000 (excluding GST) and for 45 days after the date of the quotation where the quoted price is greater than or equal to \$100,000 (excluding GST). Acclaim reserves the right to amend quotations if the quotation is not accepted during the applicable period.
14. Unless otherwise stated, all prices are quoted exclusive of any government or council taxes, levies or charges.
15. Acclaim is not bound to comply with any additions, alterations, extras or variations to the quotation or the Work unless and until Acclaim agrees in writing to the changes.

#### **Miscellaneous**

16. These terms and conditions will prevail over all other conditions of the Customer's order whether written or oral and to the extent of any inconsistencies.
17. The Customer undertakes to immediately notify Acclaim of any changes to the Customer's ownership, name or trading style immediately upon such changes occurring.
18. In the event that credit facilities are supplied by Acclaim to the Customer, the Customer grants permission to Acclaim or its agents to enquire into the credit worthiness of the Customer and to record, report, check or refer any information on the Customer to any person, company, government department or credit reporting agency.
19. Acclaim is not responsible for any claims made in relation to its Work which are notified to Acclaim more than fourteen (14) days after the Work is conducted.
20. In the event that the Customer is a company, all directors of the company agree to personally guarantee the obligations of the Customer and, if requested by Acclaim, agree to sign the personal guarantee annexed to these terms and conditions.
21. If the customer is entitled to a free gift from promotions, the customer will receive the gift once the job has been fully completed and payment has been made in full.