

Terms & Conditions of Sale

1. Acceptance of Terms and Conditions

1.1. By acceptance of the invoice or quote, the Customer is deemed to have accepted these standard terms and conditions and these terms and conditions are deemed to be part of the agreement between Linear Matrix and the Customer in relation to the purchase of goods or services, and the Customer agrees to be bound by these terms and conditions.

2. Charges, Credit and Payment

2.1. The Customer must pay all the charges to Linear Matrix in advance prior to delivery unless authorization in writing stating otherwise (i.e. C.O.D. net 7 days, net 14 days) or the Customer has a credit account with Linear Matrix. Should the customer be granted any discount on the charges, that discount shall only be applicable if the customer complies with agreed payment terms.

2.2. Unless stated otherwise by Linear Matrix, an account application must be submitted and approved by Linear Matrix prior to any credit terms being allowed. New customers requiring credit on a purchase or contract must complete all application details, otherwise credit will not be established and payment must be made in accordance with clause 2.

2.3. If the Customer has a credit account payment shall be made within a maximum thirty (30) calendar days from the following 1st of the month the goods were delivered. Interest shall accrue thereafter on the amount outstanding at the rate of twelve (12%) percent per annum calculated on a daily basis and such interest shall be payable on demand.

2.4. Upon requesting Linear Matrix to provide it with credit facilities, the Customer further agrees to be bound by the conditions of credit provision contained herein.

2.5. All payments made by the Customer to Linear Matrix must be in cash, Credit Card (some cards will incur an additional fee, Visa/MasterCard = 2%), bank signed cheques or Direct Deposit.

2.6. All amounts due to Linear Matrix must be paid without setoff or reduction for any reason including damage to goods or counter claim.

2.7. The Customer will remain liable for any unpaid charges or debt due to Linear Matrix notwithstanding that the Customer has assigned the charges or the debt to a third party.

2.8. The Customer gives their personal guarantees that should the organization that the invoice is addressed to, does not pay the charges within 30 days of becoming due, that the Customer shall personally accept responsibility and reimburse Linear Matrix for all costs incurred by it in collecting the debt.

2.9. Purchase charges are subject to change without notice and are quoted in Australian dollars. Unless otherwise specified, quotes given over the telephone are only estimates and do not include delivery, freight, installation and/or Goods and Services Tax unless stated otherwise in the quote.

2.10. Quotes given are valid for a maximum period of thirty (30) Days net unless otherwise specified in writing.

2.11. Orders placed for equipment or services must be accompanied by a hardcopy official order number from the Customer or a signed copy of the quotation prepared by Linear Matrix.

3. Delivery and Inspection

3.1. The Customer shall be deemed to take delivery of the equipment at the warehouse of Linear Matrix or its agent notwithstanding any provision for transportation of the equipment by Linear Matrix to the Customer or its agents. All freight costs shall be payable by the Customer unless stated otherwise in writing.

3.2. The Customer undertakes to inspect the equipment carefully at the warehouse of Linear Matrix or immediately on taking delivery of the equipment from Linear Matrix. Unless the Customer notifies Linear Matrix in accordance with clause 19, the Customer acknowledges that the equipment is in good condition at the time of delivery.

3.3. The Customer must inform Linear Matrix in writing within 6 hours of delivery if there is any loss, damage, or shortage. Linear Matrix will issue a Return Authorization Number in writing to the Customer prior to acceptance of any claim.

3.4. Linear Matrix delivers the products to the place of delivery designated by Customer and agreed to by Linear Matrix ("Place of Delivery").

3.5. Linear Matrix may, at its discretion, deliver the products by instalments in any sequence. Where the products are so delivered by instalments, each instalment shall be deemed to be the subject of a separate contract and no default or failure by Linear Matrix in respect of any one or more instalments shall vitiate the Contract in respect of products previously delivered or undelivered products.

3.6. Any dates quoted by Linear Matrix for the delivery of the products are approximate only and shall not form part of the Contract. Linear Matrix shall not be liable for any delay in delivery of the products and/or services, howsoever caused.

3.7. Any claims for loss, damage or shortage to the equipment made after this time may be refused at the discretion of Linear Matrix and if accepted will be subject to a restocking fee to be nominated at the time of issue of the Return Authorization Number.

4. Warranty

4.1. Linear Matrix will notify Customer of any applicable manufacturers' warranty in relation to the Products. To the extent permitted by law, Linear Matrix's entire responsibility with respect to warranties for the Products is to pass on to Customer the benefit of any such warranties. Subject to clause 4.3 software Products are not warranted under these Terms. Such software Products are warranted in accordance with the relevant license agreements that govern their use.

4.2. To the extent permitted by law, the manufacturers' warranties referred to in clause 8.1 are in substitution for all other terms, conditions and warranties, whether implied by statute or otherwise (including implied warranties with respect to merchantability and fitness for purpose) and all such terms, conditions and warranties are expressly excluded.

4.3. Certain legislation may imply warranties or conditions or impose obligations upon Linear Matrix which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms must be read subject to those statutory provisions. If those statutory provisions apply, to the extent to which Linear Matrix is able to do so, its liability will be limited, at its option, to:

- i. in the case of products: the replacement of the products or resupply of equivalent products; repair of the products; payment of the cost of replacing the products or acquiring equivalent products; or the payment of the cost of having the products repaired; and
- ii. In the case of services: the supply of the services again; or the payment of the cost of having the services supplied again.

4.4. All warranties on offer and provided are for return to manufacturer base for repair unless explicitly stated otherwise. Linear Matrix is neither responsible nor liable for any costs accrued by the Customer in relation to warranty repairs. Warranty Terms and Conditions are available on the website on the support page – www.linearmatrix.com.au/support/

5. Title to Equipment

5.1. Equipment sold by Linear Matrix will not be deemed sold until full and final payment is received by Linear Matrix. Linear Matrix reserves property in and title to any equipment for which full and final payment has not been received, but risk in the equipment passes to the Customer.

6. Taxes and Charges

6.1. The customer acknowledges and agrees that, unless stated otherwise in this Agreement, all taxes, duties, and government charges imposed or levied on or in connection with this Agreement are to be borne by the Customer.

7. Force Majeure

7.1. Neither party shall be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the party so delaying, and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

8. General

8.1. If any of these terms and conditions is or becomes for any reason wholly or partially invalid, that term and condition shall to the extent of the invalidity be served without prejudice to the continuing force and validity of the remaining terms and conditions.

8.2. Subject to any legislation to the contrary and to preceding words of this clause, but notwithstanding any other clause of this Agreement;

(a) Representations and agreements not expressly contained herein shall not be binding upon Linear Matrix as conditions, warranties, or representations;

(b) All other conditions, warranties, and representations on the part of Linear Matrix whether express or implied are hereby expressly negated and excluded; and

(c) This Agreement including the Schedules hereto constitutes the whole of the Agreement and understandings between the parties with respect to the subject matter hereof and all additions and modifications to this Agreement shall be in writing and shall be signed by both parties.

8.3. The failure of Linear Matrix to enforce at any time any of the provisions of this Agreement or any right hereunder shall not be construed as a waiver of the same, or of its rights to enforce at any time thereafter each and every provision thereof.

8.4. The Customer shall not be assign or otherwise transfer any Contracts or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of Linear Matrix. Any such unauthorized assignment shall be deemed null and void.

8.5. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.

8.6. Under the Trade Practices Act 1974 ("Act"), where implied conditions and warranties cannot be excluded, Linear Matrix's liability for breach of such conditions and warranties (other than a condition or warranty implied by section 69 of the Act) shall be limited, at Linear Matrix's option, to (a) in the case of products, the replacement of the products or the supply of equivalent

products; the repair of such products; the payment of the cost of replacing the products or of acquiring equivalent products; or the payment of the cost of having the products repaired OR (b) in the case of services, the supplying of services again; or the payment of the cost of having the services supplied again.

.9. Installations

9.1. Linear Matrix will install upon the request of the customer the selected products agreed by the consumer and Linear Matrix as indicated in the above quotation.

9.2. All 240VAC Mains Electrical connections are the responsibility of the customer and Linear Matrix accepts no responsibility for any defects to/from the sources above or any other similar external sources. Should the customer require any services from Linear Matrix to remedy any defects of these sources, these will be charged at an hourly rate plus any parts or equipment required.