

COMMERCIAL TERMS

Conditions of Sale.

The terms on which Addictive Technology Solutions supplies goods and services — pricing, payment, delivery, warranties, and your rights under Australian Consumer Law. These conditions apply to every quotation, order, and project.

23 CLAUSES

GOVERNED BY QUEENSLAND LAW

These Conditions of Sale (“**Conditions**”) govern the supply of all goods and services by **Addictive Technology Solutions Pty Ltd** ABN 73 132 180 726. They take effect from **12 June 2026** and apply to every quotation, purchase order, and project unless ATS agrees otherwise in writing.

1 Definitions

In these Conditions:

ATS, Seller, we, our means Addictive Technology Solutions Pty Ltd ABN 73 132 180 726.

Buyer, Customer, you means the person, company, trust or entity purchasing Goods or Services from ATS.

Goods means all hardware, equipment, software licences, subscriptions, consumables, cloud services and products supplied by ATS.

Services means all professional services supplied by ATS including consulting, installation, configuration, support, project management, development, maintenance and labour.

Quotation means any written quotation, proposal, statement of work or estimate issued by ATS.

Special Order Goods means any goods that are customised, configured, programmed, fabricated, imported, made-to-order, non-standard, non-stocked or specifically procured for a customer.

2 Acceptance

- 2.1** These Conditions apply to all Goods and Services supplied by ATS.
- 2.2** Acceptance of a Quotation, purchase order, deposit payment or delivery of Goods constitutes acceptance of these Conditions.
- 2.3** These Conditions prevail over any inconsistent terms supplied by the Buyer unless expressly agreed in writing by ATS.
- 2.4** Quotations remain valid for fourteen (14) days unless otherwise stated.

3 Pricing

- 3.1 All prices are exclusive of GST unless otherwise stated.
- 3.2 Prices are subject to change where supplier pricing, exchange rates, duties, taxes, freight costs or government charges increase prior to delivery.
- 3.3 ATS reserves the right to correct pricing errors or omissions.
- 3.4 Freight, delivery, travel, accommodation, crane hire, permits and third-party costs are excluded unless expressly stated.

4 Payment Terms

4.1 Unless otherwise agreed in writing, the following deposit and payment structure applies:

<p>ORDERS UNDER \$10,000</p> <p>100%</p> <p>Full payment required prior to procurement.</p>	<p>\$10,000 – \$50,000</p> <p>50%</p> <p>Deposit required to commence; balance per 4.3.</p>	<p>OVER \$50,000</p> <p>60%</p> <p>Minimum deposit required to commence.</p>
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- 4.2 ATS may require progress payments for larger projects.
- 4.3 The balance of all invoices must be paid prior to delivery, installation, commissioning or handover unless ATS has approved alternative terms in writing.
- 4.4 ATS may suspend procurement, delivery, support or project works where invoices remain unpaid.
- 4.5 Interest will accrue on overdue amounts at 1.5% per month calculated daily.
- 4.6 The Buyer is liable for all reasonable debt recovery and legal costs incurred by ATS.

5 Deposits

- 5.1 Deposits secure inventory, supplier commitments and project resources.
- 5.2 Deposits are non-refundable once ATS has ordered goods from suppliers, allocated project resources, commenced project work, commenced fabrication, or commenced configuration or programming.
- 5.3 ATS may retain deposits to recover costs incurred as a result of cancellation.

6 Special Order Goods

- 6.1** Special Order Goods are non-cancellable and non-refundable once ordered.
- 6.2** Special Order Goods include but are not limited to:
- Custom fabricated items
 - Digital signage
 - Kiosks
 - Commercial displays
 - Network infrastructure
 - Security systems
 - Custom configured equipment
 - Software licences
 - Cloud subscriptions
 - Imported products
- 6.3** The Buyer remains liable for the full purchase price of Special Order Goods where ATS cannot recover costs from its supplier.

7 Delivery

- 7.1** Delivery dates are estimates only.
- 7.2** ATS is not liable for delays caused by manufacturers, distributors, freight providers, customs authorities, stock shortages, force majeure events, or events beyond ATS's reasonable control.
- 7.3** Delays do not entitle the Buyer to cancel orders, withhold payment, claim damages or claim compensation.
- 7.4** Risk in Goods passes to the Buyer upon delivery.
- 7.5** Ownership remains with ATS until payment has been received in full.

IN PLAIN TERMS

Once Goods are delivered, the Buyer carries the risk of loss or damage – but ATS keeps legal ownership until the invoice is paid in full. See clause 18 for what this means in practice.

8 Storage

- 8.1 Where Goods are ready for delivery but cannot be delivered due to the Buyer's actions, ATS may invoice the remaining balance, store the Goods, charge storage fees, and charge additional handling costs.
- 8.2 Storage fees may be charged at ATS's prevailing rates.

9 Inspection and Acceptance

- 9.1 The Buyer must inspect Goods immediately upon delivery.
- 9.2 Claims for shortages, incorrect items, damage or defects must be submitted in writing within seven (7) days of delivery.
- 9.3 Goods are deemed accepted after seven (7) days unless written notice is received.
- 9.4 ATS may repair, replace or refund affected Goods at its sole discretion.

10 Returns and Restocking

- 10.1 ATS may accept returns of standard stocked products at its sole discretion.
- 10.2 Returned Goods must be unopened, unused, in original packaging, and suitable for resale as new.
- 10.3 Accepted returns may incur a minimum 20% restocking fee, supplier restocking fees, freight charges, and handling charges.
- 10.4 Special Order Goods are not eligible for return.
- 10.5 Software licences, subscriptions and activated products are not refundable.

11 Variations

- 11.1** Any variation requested by the Buyer may result in additional costs, revised delivery dates, and revised project schedules.
- 11.2** ATS is not required to perform variations until agreed in writing.

12 Customer Delays

- 12.1** Where ATS is delayed by the Buyer, ATS may reallocate resources, reschedule works, charge additional labour, charge travel costs, and extend project timelines.
- 12.2** ATS is not liable for any resulting delay to project completion.

13 Warranties

- 13.1** Goods supplied by ATS are subject to manufacturer warranties where applicable.
- 13.2** ATS does not provide additional warranties beyond those required by Australian Consumer Law.
- 13.3** Warranty claims may require inspection, testing and manufacturer assessment.
- 13.4** The Buyer must follow all manufacturer warranty processes.
- 13.5** Warranty does not cover:
- Misuse
 - Accidental damage
 - Unauthorised modifications
 - Power events
 - Environmental damage
 - Improper installation by third parties

14 Australian Consumer Law

- 14.1 Nothing in these Conditions excludes, restricts or modifies any rights that cannot lawfully be excluded under the Competition and Consumer Act 2010 (Cth) or Australian Consumer Law.
- 14.2 Where permitted by law, ATS's liability is limited, at ATS's election, to the repair, replacement or re-supply of Goods or Services, or payment of the cost of repair or replacement.

15 Limitation of Liability

- 15.1 To the maximum extent permitted by law, ATS shall not be liable for loss of profit, revenue, opportunity, goodwill or data, business interruption, or any indirect or consequential loss.
- 15.2 ATS's total liability shall not exceed the amount paid by the Buyer for the affected Goods or Services.

16 Cybersecurity and Technology Disclaimer

- 16.1 ATS does not guarantee that any technology solution will prevent cyber attacks, data breaches, malware infections, ransomware events, service outages or unauthorised access.
- 16.2 The Buyer acknowledges that all technology systems carry inherent risk.

YOUR STATUTORY RIGHTS REMAIN

These limitations apply only to the extent the law allows. Nothing in clauses 15 and 16 removes the consumer guarantees you are entitled to under Australian Consumer Law.

17 Software and Subscription Services

- 17.1 Software licences, cloud services and subscriptions are governed by the terms of the relevant vendor.
- 17.2 Such products are non-refundable once provisioned, activated or renewed.
- 17.3 ATS may suspend services where invoices remain unpaid.

18 Retention of Title

- 18.1 Ownership of Goods remains with ATS until all amounts owing have been paid in full.
- 18.2 ATS may enter premises where Goods are located and recover unpaid Goods.
- 18.3 The Buyer grants ATS an irrevocable licence to enter premises for this purpose.
- 18.4 The Buyer must not sell, dispose of or encumber Goods prior to full payment without ATS's written consent.

19 Default

- 19.1 If the Buyer fails to make payment, becomes insolvent, enters administration, or commits a material breach of these Conditions, ATS may immediately suspend services, stop delivery, recover Goods, terminate contracts, and recover all losses and costs.

20 Force Majeure

- 20.1 ATS is not liable for failure or delay arising from events beyond its reasonable control, including natural disasters, supplier failures, industrial action, transport disruption, government action, telecommunications failures, and pandemic events.

21 Privacy

- 21.1 ATS may collect, use and disclose personal information in accordance with its Privacy Policy and applicable privacy legislation.

22 Governing Law

- 22.1 These Conditions are governed by the laws of Queensland, Australia.
- 22.2 The parties submit to the exclusive jurisdiction of the courts of Queensland.

23 Entire Agreement

- 23.1 These Conditions, together with any accepted Quotation, Statement of Work or Managed Services Agreement, constitute the entire agreement between the parties.

SUPPLIED BY

Addictive Technology Solutions Pty Ltd
 ABN 73 132 180 726
 QLD Security Licence No. 3502960

CONTACT

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