

Terms & Conditions

Last Updated: 30th March 2023

All goods and services (Products) supplied by Bounce Services Pty Ltd ACN 117 228 878 – ABN 41 117 228 878 (Bounce Services) to the customer (Customer) are supplied on these terms and conditions.

1. Orders

No order shall be binding on Bounce Services until accepted by Bounce Services. An individual contract for the supply of Products (defined as Equipment/Hardware/Software/Subscriptions), on these terms and conditions, is formed on acceptance by Bounce Services of an order from the Customer. Bounce Services reserves the right to accept any order in whole or in part. Where Bounce Services makes a part delivery of any order, such delivery shall constitute a separate contract. No order may be cancelled or varied after acceptance by Bounce Services unless the cancellation or variation is agreed upon by Bounce Services.

2. Payment Terms

2.1. Credit customers

All credit orders are accepted by Bounce Services subject to satisfactory credit approval of the Customer, which may be withdrawn at any time. Where credit approval has not been granted, or is withdrawn, payment in full for all Products supplied is required on delivery. Where credit has been granted, payment for the Products is to be made in accordance with the customer's credit approval terms and the Bounce Services General Credit Approval Terms. Payment must be made in full without setoff or deduction. Bounce Services will investigate any disputed amounts and if resolved in favour of the customer, a credit will be issued to the customer. Not all Products offered by Bounce Services are offered on credit terms. Bounce Services may decide at its discretion whether to allow orders to be made on credit. Where orders are not allowed on credit terms the customer must pay for the products in accordance with the Cash on Delivery terms in this agreement.

2.2. Cash on Delivery

Customers without credit approval must pay for Products upon delivery of the Products. Hardware is considered delivered upon physical delivery of the hardware to the client. Software is considered delivered upon the physical delivery of software media to the client, or the transfer of software files or installation files to the client's computer equipment.

Bounce Services labour services are charged per hour or part thereof at the discretion of Bounce Services and considered delivered upon the completion of each hours' worth of service.

2.3. Partial fulfilment of order

Bounce Services reserve the right to require payment for Products delivered even if those Products formed only part of an order on which other Products remain undelivered.

2.4. Delivery Charges

Bounce Services reserve the right to charge for delivery of the Products at any time, notwithstanding that it may not have previously done so.

2.5. Ownership

Ownership of the Products does not pass to the Customer until the Customer has discharged all outstanding indebtedness, whether in respect of the Products or otherwise, to Bounce Services. Risk in the products will pass on delivery to the customer.

2.6. Deposits and payment in advance

Bounce Services may at its discretion require that a partial deposit or full price be paid prior to delivery of Products.

2.7. Project Work and Managed Services Work

Bounce Services may require 50% of a total project consulting fee upfront, upon acceptance of fixed/capped fee project quotations/proposals. The 50% upfront fee must be paid prior to commencement of the project. The remaining 50% fee is due and payable at the completion of the project. Products associated with project solutions are required to be paid in full upon acceptance of the project quotation/proposal.

Bounce Services standard monthly managed services fees are charged at the beginning of each month for that month of service on credit terms outlined in 2.1 above. Where payments are not made, Bounce Services reserve the right to decline services and stop resold licensing for the period unpaid until the credit terms are returned to standard.

2.8. Minimum call out charge

Bounce Services may at its discretion charge a minimum call out charge on all on-site support services which will be the minimum amount payable by the client irrespective of the duration of the service call.

2.9. Early Termination Fee

You will be liable for an Early Termination Fee where you elect to cancel your service or your service is terminated by Bounce Services prior to the minimum contract period specified in the SLA (Service Level Agreement) or proposal.

The maximum Early Termination Fee is calculated using the following formula:

Early Termination Fee = (contract Term – completed contract months) x monthly value.

You acknowledge that the Early Termination Fee represents a genuine pre-estimate of the loss Bounce Services will suffer and is not a penalty.

3. Third Party products

Bounce Services offers no warranty in relation to third party products. Those being products manufactured or supplied by parties other than Bounce Services. All products supplied by Bounce Services are covered by the manufactures warranty where applicable. Bounce Services offers no additional warranties in relation to these products. Bounce Services makes no representations as to whether products or services of third parties will work on the client systems other than that, where applicable, the manufacturer of those products or supplier of those services have claimed either

directly to Bounce Services in correspondence or through their product documentation that these products or services will work on the target systems types.

Bounce Services offers no guarantees as to the suitability of or reliability of 3rd party products or services.

4. Damages due to third party Products

Client agrees that it indemnifies Bounce Services for any damages or consequential damages due to faulty products or products that do not perform to the manufacturer's specification. Client agrees that it will not seek compensation from Bounce Services for damages resulting from the failure of any product in any way. Client agrees that it accepts the Products' manufacturers warranties are the only warranties relating to the product and that Bounce Services offer no further warranties in relation to third party products. If a third party product or service does not function correctly, or fails after a period, the client's remedies exist only with the manufacturer of the products in so far as the manufactures warranty and acceptance of use permits.

5. Labour

Bounce Services sells labour in units of time or part thereof at the discretion of Bounce Services as outlined in our Pricing Schedule. All labour is billed per hour and all quotes relating to labour are estimates only and are not fixed quotes.

6. Diagnostics and fault finding

Client accepts that it will incur all costs involved in diagnosing actual or apparent faults with systems, even where Bounce Services recommend, or was the reseller of the products in question, or where Bounce Services installed the products, and, or maintains the products.

7. System updates

The client agrees to indemnify Bounce Services against damages due to errors or failures and subsequent damages that arise from updates supplied by system manufacturers and applied to systems by Bounce Services.

8. Recommendations

Bounce Services recommends Products based on information obtained via any or all of the following sources; supplier or manufacturer; product specifications; industry publications; the experience of Bounce Services staff; and product selection policies established by Bounce Services. Bounce Services is not obliged to check all of the above sources when making recommendations about Products. When Bounce Services recommendations are accepted by the client, the client agrees

that it takes full responsibility for the decisions and Implements or contracts Bounce Services to implement the recommendations at the Clients risk.

Where a customer requests specific Products and Bounce Services supplies those Products directly, retails those Products, or arranges for the Products to be provided by a third party, this does not constitute a recommendation by Bounce Services to use the Products, nor does it constitute Bounce Services' endorsement of the Products or the Products suitability.

9. Authorisation to work on systems

By engaging Bounce Services in any capacity to work on the client systems, the client authorizes Bounce Services to update, install, uninstall, make modification to, make configuration changes to and otherwise alter software installed on the client systems, and, add or remove or otherwise make modifications to hardware in the system, in so far as such alterations are reasonable and justifiable in order to diagnose, repair, or otherwise achieve the desired outcome on the client systems. The client also understands and accepts that client systems may become unavailable to the client during the period in which work on client systems is in progress. The client also indemnifies Bounce Services against problems and resulting damages arising from such alterations or systems unavailability. Bounce Services will endeavour to minimise disruption to and availability of systems while work is on progress in so far as it does not interfere with the work to be done. Bounce Services will endeavour to keep the client informed of the status of systems availability to the best of its ability and where practical to do so.

10. Warranty

Except for those required or implied by legislation, Bounce Services gives no express warranty in relation to products and services supplied to the Customer, and the Customer acknowledges that it has not relied on any representation or warranty made by or on behalf of Bounce Services. Certain legislation may imply conditions and warranties into these terms and conditions. To the extent that such conditions and warranties may lawfully be excluded, all such conditions and warranties are expressly excluded.

The liability of Bounce Services under or arising out of the supply of goods and services for breach of any term, condition or warranty implied in or imposed upon the supply of goods and/or services by legislation shall be limited, at the option Of Bounce Services:

a) If the breach or liability relates to hardware:

- i. the replacement of the hardware or the supply of equivalent hardware;
- ii. the repair of the hardware;
- iii. the payment of the cost of replacing the hardware or of acquiring equivalent hardware;
- iv. the payment of the cost of having the hardware repaired; Or

v. the return of the hardware and payment of refund to the customer

b) if the breach or liability relates to services;

vi. the supplying of the services again; or

vii. A refund of the monies paid by the customer for the supply of the services.

Except as expressly provided above, Bounce Services shall not be under any liability to the Customer in respect of any loss or damage (including consequential or indirect loss or damage or loss of profits, loss of use or loss of data) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Products, any services supplied by Bounce Services or the failure of Bounce Services to comply with these terms and conditions.

These terms and conditions will apply to the exclusion of all other terms and conditions contained in the Customer's order. In the event of any inconsistency, Bounce Services will be deemed, by delivering the Products to the Customer or supplying services to the Customer, to have made an offer to the Customer to sell the Products or supply the services pursuant to these terms and conditions, which offer will be deemed to have been accepted if the Customer retains the Products or accepts the services.

11. General

Bounce Services reserves the right to change these Terms and Conditions at any time. Bounce Services reserves the right to recover from the Customer all goods and services tax (GST) payable in respect of the supply of goods and services to the Customer.

These terms and conditions are governed by and will be construed in accordance with the laws of Western Australia and the parties agree to submit to the jurisdiction of the courts of that state.

The failure by Bounce Services to exercise, or any delay in exercising, any right, power or privilege available to it under these terms and conditions will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right or power.