

The following shows the standard Agreement with our Terms & Conditions.

**Agreement**

By entering into an agreement with Atomic Systems (“Supplier”), acknowledge and agree to the following: -

1. I am authorized to enter into this agreement on behalf of the (“Company”) (The Customer)/ or I am the main account holder (for residential clients);
2. I agree that by accepting a sales order (quote) from the supplier, I enter into an agreement with the supplier to supply and provide services and/or equipment as per agreed sales order.
3. In this Agreement, “Customer” means the person identified on a sales order or quote as the customer.
4. The supplier reserves the right to increase the price of goods & services by giving the customer 30 days’ notice.
5. Any hardware orders, The Supplier reserves the right to ask for a deposit and/or partial payments depending on the size of the order, this decision is taken on a case by case basis.
6. All quotes for equipment and/or services are based on estimates and information provided. A site survey is recommended to obtain an accurate quote.
7. The Supplier will advise the Customer if there is additional equipment and/or additional labour time required to complete the work.
8. There may be additional costs incurred to deliver the products and services as agreed in the sales order, in such circumstances, the supplier will use every endeavor as is reasonably practical to consult with the Customer.
9. The Supplier is not liable for any undisclosed information or for conditions outside of our control
10. The Customer is liable for any losing provider charges including but not limited to contract break fees & port away fees.
11. The Customer agrees to pay invoices on or before the due date stipulated in the invoice

12. If the whole part of the invoice is disputed, the parties should use their best efforts to negotiate a settlement. If only part of the invoice is disputed, the Customer must pay the undisputed items in the invoice on or before the due date stipulated in the invoice.
13. The Supplier reserves the right to not accept any new orders if the Customer's account is in arrears and restrict supply of product & services
14. The Supplier will only accept payment via Bank Transfer and payments via Supplier approved 3<sup>rd</sup> party merchants
15. Payment via 3<sup>rd</sup> party merchants may incur transaction fees.
16. The authorized representative of the Customer guarantees the obligations of the Company.

**Terms & Conditions**

The following Terms & Conditions form part of this Agreement

**Contract Term**

1. The contract term applicable for the supply of service will be provided for in the sale order or quote. The rights and obligations under this Agreement will continue until the end of the contract term and any extensions, No contract term is applicable for supply of goods, unless such goods are purchased under a rental agreement as part of the supply of service.
2. Following expiry of the initial term of the contract, this agreement will carry on a rolling month to month agreement, The rolling term can be cancelled with 30 days' notice by an authorised representative of the customer or the account holder; the notice must be sent in writing via email to our accounts team at [accounts@atomicsystems.com.au](mailto:accounts@atomicsystems.com.au)
3. In event of a renewal of an agreement, the new term will take effect.

**Service Fees & Charges**

4. The Supplier issues invoices in the following ways:
  1. Fees for Telco services, such as NBN are invoiced in advance and
  2. License fees, call tariffs are normally charged in arrears
5. Our invoices are issues on the 1<sup>st</sup> of each month. Any new services added in the previous month will be invoiced on a pro-rata basis. As an example a NBN service completed and ready for service on the 20<sup>th</sup> of the month (on the first invoice) will have charges for the 20<sup>th</sup> till the last day of the month plus the 1<sup>st</sup> month of access charges in advance.
6. Disputes should be notified to us in writing via email to [accounts@atomicystems.com.au](mailto:accounts@atomicystems.com.au), within 5 working days of the invoice providing the basis on which the invoice or part thereof along with amounts in dispute.

**Payments & Defaults**

7. The Customer must pay an invoice within 14 days of the date of the invoice.
8. Any Customer who requires additional time to make payment on an invoice should contact the Supplier via email at [accounts@atomicystems.com.au](mailto:accounts@atomicystems.com.au)
9. The Supplier will contact the Customer to discuss payment
10. In the event of financial hardship, such as a Customer's business being negatively affected due to Covid-19, a Customer may request for a variation of the terms of payment. All discussions are confidential and are accessed on a case by case basis.
11. If any invoice is overdue for a period of 14 days, the Supplier reserves the right to withhold the provision of any further goods or services until overdue amounts are paid in full.
12. If any invoice is overdue for a period of 21 days, the Supplier reserves the right to cancel the services.
13. The Customer is to pay the Supplier on demand interest at the rate of 10% per annum on all overdue amounts owed by the Customer to the Supplier, calculated daily.
14. All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees and internal costs and expenses of the Supplier, are to be paid by the Customer as a debt due and payable under this Agreement.

**Suspension or Termination of Services**

15. The Supplier reserves the right to release the Customer from its obligations under this Agreement prior to the expiry of the contract term.

**Limitations & Exclusions of Liability**

16. The Supplier shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the agreement, except to the extent that such liability may not lawfully be limited or excluded. For the avoidance of doubt this extends to any employees, contractors, agents, representatives, licensees or permitted assigns of the Supplier.
17. Notwithstanding clause 16, the Supplier expressly excludes liability for consequential loss or damage which may arise in respect of the services or for loss of data, loss of, or claim for, revenue, profits, actual or potential business opportunities or anticipated savings or profit, whether direct, indirect, economic, consequential howsoever arising by way of act or omission in contract or in tort.
18. Where we are unable by law to exclude such liability, the Supplier's our liability to the Customer will be limited, at our choice, to, if the breach relates to goods, the replacement or repair of the goods or, if the breach relates to services, the supply of those services or the payment of the cost of those services supplied again. This clause applies despite anything else contained herein or incidental to the Agreement and to the fullest extent permitted by law.

**Premature Termination of Agreement**

19. Any premature exit of this agreement will incur termination fees, calculated by multiplying the monthly amount by the number of months remaining in the Agreement.
20. The Supplier may, in circumstances of extreme hardship consider requests to reduce and/or not charge an exit fee.

**Confidentiality**

21. The Customer acknowledges that any information provided by the Customer may be used by the Supplier for the purpose of providing Goods and Services. The Supplier agree not to share any information provided by the Customer with any third party not directly involved in the provision of the Service (unless required to do so by law).
22. The Customer agrees to the Supplier communicating with them electronically and/or via other means to provide the Goods or Services or for reasons related to the provision of the Goods or Services.
23. The Supplier will take all reasonable precautions to protect personal information provided by the Customer from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

**Indemnity**

24. The Customer indemnifies and keeps indemnified the Supplier, its servants, and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Customer) against the Supplier or, for which the Supplier is liable, in connection with any Loss arising from or incidental to the provision of Goods or Services, any Order or the subject matter of these terms of trade including.
25. This includes, but is not limited to, any legal costs incurred by the Supplier in relation to meeting any claim or demand or any party/party legal costs for which the Supplier is liable in connection with any such claim or demand.
26. This provision remains in force after the termination of these terms of trade.

**Risk and Retention of Title**

27. Risk in Goods passes to the Customer immediately upon delivery.
28. Property and title in Goods supplied to the Customer under these terms of trade does not pass to the Customer until all money (including money owing in respect of other transactions between the Supplier and the Customer) due and payable to the Supplier by the Customer have been fully paid.

29. Where Goods are supplied by the Supplier to the Customer without payment in full, the Customer:

- (i) is a bailee of the Goods until property in them passes to the Customer;
- (ii) irrevocably appoints the Supplier to be its attorney to do all acts and things necessary to ensure the retention of title to goods including the registration of any security interest in favour of the Supplier with respect to the Goods under applicable law;
- (iii) must be able upon demand by the Supplier to separate and identify as belonging to the Supplier Goods supplied by the Supplier from other goods which are held by the Customer;
- (iv) must not allow any person to have or acquire any security interest in the Goods;
- (v) agrees that the Supplier may repossess the Goods if payment is not made within 30 days (or such longer time as the Supplier may, in its complete discretion, approve in writing) of the supply of the Goods; and
- (vi) the Customer grants an irrevocable licence to the Supplier or its agent to enter the Customer's premises to recover possession of Goods pursuant to this paragraph. The Customer indemnifies the Supplier for any damage to property or personal injury which occurs because of the Supplier entering the Customer's premises.

30. Where Goods are supplied by the Supplier to the Customer without payment in full of all moneys payable in respect of the Goods and any Services provided by the Supplier in respect of those Goods, and:

- (i) the Customer makes a new object from the Goods, whether finished or not;
- (ii) the Customer mixes the Goods with other goods; or
- (iii) the Goods become part of other goods (New Goods),

The Customer agrees with the Supplier that the ownership of the New Goods immediately passes to the Supplier. The Customer will hold the New Goods on trust for the Supplier until payment of all sums owing to the Supplier whether under these terms of trade or any other contract have been made. The Supplier may require the Customer to store the New Goods in a manner that clearly shows the ownership of the Supplier.

31. For the avoidance of doubt, under paragraph 9(d), the ownership of the New Goods passes to the Supplier at the beginning of the operation or event by which the Goods are converted into, are mixed with, or become part of other goods.
32. The Customer may transfer, sell, or dispose of Goods, including New Goods, to a third party in the ordinary course of business. This is provided that:
  - (i) where the Customer is paid by a third party in respect of Goods including New Goods, the Customer holds the whole of the proceeds of sale, less any GST, on trust for the Supplier in a separate account, until all amounts owed by the Customer to the Supplier have been paid; or
  - (ii) where the Customer is not paid by a third party, the Customer agrees to assign all of its rights against the third party to the Supplier upon the Supplier giving the Customer notice in writing to that effect and for the purpose of giving effect to that assignment the Customer irrevocably appoints the Supplier as its attorney.
33. Where Goods are supplied by the Supplier to the Customer without payment in full of all moneys payable in respect of the Goods and any Services provided by the Supplier in respect of those Goods, the Customer acknowledges that the Supplier has a right to register and perfect a personal property security interest.

34. If:

- (i) a PPS Law applies or commences to apply to these terms of trade, or any transaction contemplated by them, or the Supplier determines (based on legal advice) that this is the case; and
- (ii) in the Supplier's opinion, the PPS Law:
  - (A) does or will adversely affect the Supplier's security position or obligations;
  - or
  - (B) enables or would enable the Supplier's security position to be improved without adversely affecting the Customer,

the Supplier may give notice to the Customer requiring the Customer to do anything (including amending these terms of trade or execute any new Terms and Conditions) that in the Supplier's opinion is necessary, to the maximum possible extent, to give effect to this Agreement. The Customer must comply with the requirements of that notice within the time specified in the notice. If having completed everything reasonably practicable as required under this paragraph, in the Supplier's opinion the Supplier's security position or obligations under or in connection with these terms of trade have been or will be materially adversely affected, the Supplier may by further notice to the Customer cancel these terms of trade. If this occurs, the Customer must pay to the Supplier any money owed to the Supplier by the Customer immediately.