

SENSE2 (S2)

ABN 68098740777

TERMS AND CONDITIONS OF TRADING

1. INTRODUCTION

1.1 Application of these Terms and Conditions

These Terms and Conditions are incorporated into any contract between S2 and customer for the supply of goods and/or services by S2 to the customer.

1.2 Interpretations

In these Terms and Conditions:

"S2" refers to SENSE2

"Business Day" means a day on which Banks are open for general banking business in the State or Territory in which S2's premises are located.

"Goods" means final goods produced by S2 by completing the order.

"Order" means the work to be done in order to fulfill the customer's instructions.

1.3 General

In these Terms and Conditions, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) a reference to a clause is a reference to a clause of these Terms and Conditions;

(c) a reference to a party to these Terms and Conditions or any other document arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;

(d) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

(e) a reference to a period of time (including, without limitation, a year, a quarter, a month and a day) is to a calendar period.

1.4 Headings

In these Terms and Conditions, headings are for convenient reference only and do not affect interpretation.

1.5 Business Day

If the day on which any act, manner or thing is to be done under this agreement is not a Business Day, that act, matter or thing :

- (a) if it involves a payment other than a payment which is due on demand, must be done on the preceding Business Day, and
- (b) in all other cases, may be done on the next Business Day.

2. PAYMENT TERMS

Deposits are due with placement of order and are non refundable unless otherwise agreed.

2.01 SENSE2 does not, nor does any other party who provides Content to the Sense2 Website make any warranty as to the accuracy, completeness or currency of the Content. As a user of this Website, you are required to make your own enquiries before entering into any transaction on the basis of or in reliance upon the Content. To the extent permitted by law, SENSE2 and its employees, officers, agents and contractors exclude all liability for any loss or damage (including without limitation, indirect, special or consequential loss or damage) arising from the use of, or reliance upon the Content whether or not this is caused by a negligent act or omission.

2.1 Charges

When the order has been completed, S2 may issue an invoice to the customer for the amount of the Estimate or, if no Estimate was made, an amount representing S2's charge for the work done, and for any of the other charges specified in clause 2.2 . If permitted by these Terms and Conditions, S2 may, at other times, issue invoices to the customer.

2.2 Charges additional to quoted price

In addition to the amount of Estimate, S2 may charge to the customer,

(a) the amount of any GST payable on:

(i) the Goods;

(ii) any Goods produced in the course of performing the Order.

(b) fees for any preliminary work performed at the customer's request;

(c) fees for additional work required to be done as a result of the customer changing his, her or its instructions;

(d) fees for having to work off poor copy,

(e) freight cost and charges;

2.3 GST Exemptions

All GST exemptions must be supported by written orders or exempted Exemption Certificates before dispatch.

2.4 Payment

Unless S2 and customer agree otherwise, the customer must, within 30 days of receiving S2's invoice, pay to S2 the total amount set out in the invoice.

If failure to pay according to the terms of the agreement causes this account to be assigned or referred to an attorney for collection, buyer agrees to pay seller's collection and/or attorney fees and all court costs.

2.5

If the purchaser makes default in any payment or commits any act of bankruptcy or being an incorporated company passes a resolution for winding up or a Summon is presented for is winding up or any of the events referred to in section 460 of the Corporation Law occur then all moneys owing to S2 on any account whatsoever irrespective of whether the due date as per invoice has occurred shall become immediately due and payable.

2.6 Interest

The purchaser shall pay Interest on all overdue payments at the rate of 2 % per month (or such lesser rates as per S2 may specify) from the due date for payment until the date that payment is actually made.

2.7 Advance and progress payments

S2 may:

(a) if S2 has not previously done work for the customer, issue an invoice for the amount of the Estimate before commencing the order.

(b) if completing the order will take more than a month, at any time before the order is completed, issue one or more invoices for a proportion of the amount of the estimate (the proportion to be at S2 discretion) or require a proportion of the Estimate to be paid in advance of any work being done.

3. Deliveries

3.1

S2 will make all reasonable efforts to have the goods delivered to

the purchaser on the requested or agreed delivery date but S2 shall be under no liability whatsoever should delivery not be made on this date.

3.2 S2 reserves the right to make part deliveries of any order and invoice accordingly.

3.3 Notification S2 must notify the customer when the Goods are ready for collection.

3.4 Collection

Unless S2 and the customer agree otherwise, the customer must collect the Goods from

S2's premises upon being notified by S2 that the Goods are ready for collection.

3.5 Rejection

The customer may only reject the Goods if they do not comply with the customer's instructions. If the customer wishes to reject the Goods, the customer must notify S2 of the rejection;

(a) if S2 is required to deliver the Goods to the customer's premises - within 7 days of delivery.

(b) otherwise - within 7 days of notification that the Goods are ready for collection.

3.6 Risk

The risk in the Goods passes to the customer:

(a) if S2 is required to deliver the Goods to the customer's premises - at the time of delivery,

(b) otherwise - at the time S2 notifies the customer that the Goods are ready for collection.

If the customer is entitled to reject the Goods and rejects the Goods in accordance with these Terms and Conditions, risk reverts to S2 at the time the customer notifies S2 that the Goods are rejected.

4. PROPERTY IN THE GOODS

Property in the Goods shall remain with S2 and S2 reserves the right to dispose of the Goods until such time as:

a.) Full payment is made by the purchaser to S2 for the Goods the subject of this

contract: or

b.) The purchaser sells the Goods to his customer in the ordinary course of business.

5. APPROVAL OF ARTWORK

5.1

Artwork received at time of order is considered final artwork.

5.2

Proof of artwork will be submitted by S2 to the purchaser for the purchaser's approval.

5.3

Where the artwork has been approved by the purchaser any and all errors in the artwork and/ or finished products shall be the responsibility of the purchaser and no claim can be made against S2.

6. EXCLUSIVE TERMS AND CONDITIONS

6.1

Unless otherwise agreed in writing by S2 and notwithstanding any terms appearing in documentation provided by or on behalf of the purchaser, the terms appearing herein shall be incorporated by implication into all agreements by S2 to supply the purchaser with Goods.