



## TERMS OF TRADE

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## **Terms of Trade**

The following terms of trade are determined by the trade terms of our suppliers.

It is hereby agreed and warranted as follows:

### **1. Terms of credit**

- 1.1. Payment of our tax invoice shall be made strictly within seven (7) days from the date of invoice unless agreed to separately in writing by Ericom. Ericom in relation to any balance owing after the due date, shall be entitled to charge interest, compounded monthly, at a rate of 1.5% per calendar month, until payment is received in full.
- 1.2. By entering these Terms of Trade you as our Customer hereby agree that any expenses, costs or disbursements incurred by Ericom in recovering any outstanding amounts including fees of a debt-collecting agency and/or solicitor's fees shall be paid by you provided that those charges and fees shall not exceed those actually charged to Ericom. In the event that court action is taken by Ericom to recover the debt and judgment is entered against you for a liquidated debt (which shall include interest pursuant to the above clause hereof from the due date of payment to and including the date of judgment) you will pay interest on the judgment sum pursuant to the Common Law Practice Act.

### **2. Account approvals**

- 2.1. A new customer regardless of being a direct sale or Telstra sale must have completed and submitted an account application to the Ericom accounts team.
- 2.2. When your account application is completed and submitted it will go through a review and approval process and upon approval your details will be entered and/or updated, and your account will then be active pursuant to these Terms of Trade in the Ericom systems.

### **3. General right to recovery**

- 3.1. You hereby acknowledge that title in goods does not pass and such goods remain the property of Ericom until payment in respect thereof is received in full.
- 3.2. If your customer relationship with us upon these Terms of Trade is through a trustee company, the assets of the trustee company shall, in addition to the assets owned beneficially by you as the Guarantor thereof, be available to meet payment of the amount due to Ericom.

### **4. Credit notes**

- 4.1. A credit note will be raised, if services are not in accordance with your order and are notified within three days, from the receipt of goods and services and are in accordance with the returned stock guidelines.

## 5. **Managed services**

- 5.1. All managed services agreements that are on a monthly payment schedule and not via direct deposit will incur an administration fee of 5%.

## 6. **Cancellation or changes to orders**

- 6.1. Cancellation of, or changes to orders will not be accepted after the order has been committed for service activation unless Ericom agrees to such changes and/or cancellation in writing.

## 7. **Return of stock**

- 7.1. An item that has been purchased from Ericom may be returned on the basis that the incorrect model or product was chosen, and on that basis a 20% restocking fee will apply, but such item can only be returned on the basis that it is not a special order or a special build.
- 7.2. In the event that an item is being returned to stock in accordance with the previous paragraph, to ensure that there is no dispute concerning the return of such item should it go missing during return transit, it is incumbent upon you firstly to obtain and maintain appropriate proof of dispatch of the goods being returned, secondly to ensure that the return progression of such goods is able to be properly tracked, and finally that the returned goods are properly insured for the return transit.
- 7.3. Should the return include any software licencing this will be dependent on the manufacturer's terms and conditions under the licencing agreement. Ericom will only accept the return of software if this is allowable by the manufacturer's terms.
- 7.4. Except where required by law, all returned products must be:
- a) Unused and in original packaging and condition
  - b) Undamaged
  - c) Returned within 30 days of delivery
  - d) In a saleable condition upon return
- 7.5. In the event of a return, Ericom will exchange or refund in the form of a credit to your account. However, you acknowledge that you are responsible for the postage and handling fees of the return and any subsequent re-deliveries.
- 7.6. In the event that the item is a **special order or a special build** the item **will not** be returnable.

## 8. **Change of ownership**

- 8.1. In the event of any change of controlling ownership, legal status or financial position in your business/company you hereby agree to forthwith notify Ericom in that regard. Should any trading occur on your account, after any such change, you will

remain personally liable for all amounts owing in relation to your account with Ericom whether in your own capacity or as a Guarantor, until Ericom has firstly been notified in writing of the change of ownership, and secondly a formal release of liability has been issued by Ericom.

## **9. Severability**

- 9.1. If it is held by any Court of competent jurisdiction that any part of these Terms of Trade is void, voidable or unenforceable then that part shall be severable from and shall not affect the continued operation and effect these Terms of Trade.

## **10. Jurisdiction**

- 10.1 The law of the State of NSW and the State of Victoria shall govern all matters arising in connection with these Terms of Trade and all claims hereunder shall be subject to the jurisdiction of the appropriate Court in the State of NSW or State of Victoria.

## **11. Credit card charges**

- 11.1. If Visa or Mastercard credit cards are used to pay monthly accounts, no merchant fee will apply. This is subject to change at the discretion solely of Ericom.
- 11.2. If AMEX credit cards are used to pay monthly accounts, a 3% merchant fee will apply. This amount is subject to change at the discretion solely of Ericom.

## **12. Changes or alterations to this agreement**

- 12.1. You agree that these Terms of Trade shall be the sole governing arrangement in relation to the conduct of your trading account with Ericom. No variation of any terms contained herein shall take effect unless agreed in writing and signed by both parties.

## **13. Customer acceptance (CAC)**

- 13.1. The Ericom Customer Acceptance Certificate (Ericom CAC) form is an acknowledgment of the delivery, installation and configuration of the hardware and/or solution. This document is to be completed and signed by you after the installation and configuration of the hardware/solution.

## **14. Telstra bundle sales**

- 14.1. A Telstra Business System ("TBS") deal can either be a new system installation or may be a "MAC" Moves, Adds & Changes. Such requests all have an associated Telstra Business Systems Agreement. This Agreement must be signed and approved by TBS before the application can be processed and or scheduled, by Ericom.
- 14.2. The TBS Customer Acceptance Certificate (TBS CAC) form is an acknowledgment of the delivery and the installation and configuration of the hardware and/or solution. This document is to be completed and signed by you after the installation and

configuration of the hardware/solution. This may be requested at the time of the system being configured and connected to your network and or Telstra Business Services making the system functional. A list of outstanding items that may be required to be completed will be identified by the Ericom staff member and where appropriate by you.

## **15. Telstra services**

- 15.1. Ericom will apply for and manage any carriage services that you have agreed to implement. Ericom will act as an agent for Telstra and will submit on your behalf any properly signed requests for such services. Ericom do not accept any responsibility due to the delivery and or performance of any products or services supplied by Telstra.

## **16. Sales and professional services work**

- 16.1. During the installation process it is possible to have several invoicing stages depending on size and complexity of the solution. At each stage, a Customer Acceptance Certificate (CAC) will be created which you will be required to sign. This certificate is an acceptance of work completed and may also identify outstanding items to ensure that Ericom follow up and complete.
- 16.2. You will have three (3) options, and your choice of option must be clearly indicated by the sales member and accepted by you as to your option on the order or signed acceptance.

### Option A

The following items are included in Option A only:

- Mobility products
- Computing hardware

100% invoiced on order with payment prior to delivery or start of installation. For unique products, the payment will need to be paid prior to order of the specified hardware and or software. This option is typically used on the purchase of hardware that is for delivery only used when creating sales orders and no professional services are required.

### Option B

60% deposit on order as a deposit for the total project price that will be invoiced by Ericom. Payment must be received by Ericom prior hardware order or delivery of the final product/solution.

30% on delivery and/or installation of hardware. An Ericom CAC will need to be signed acknowledging hardware and licencing have been supplied as per quote and that you accept that a progress invoice will be raised for 30% of the total amount as per invoice terms. The CAC will fully detail all outstanding project tasks Ericom has to complete before the final 10% invoice is raised upon completion.

Ericom reserve the right to raise the 30% progress invoice 14 days after parts are delivered to your premises if you cause delays on installation and deployment for any reason.

10% final acceptance invoice will be raised once the final CAC form is completed and you accept that Ericom have completed the works in relation to the project/solution.

### Option C

If a finance option is selected all finance documents must be signed off and provided to Ericom along with an approval letter and/or purchase order from the finance company prior the ordering of and services or hardware.

## **17. Guarantor**

- 17.1. In the event that the Party dealing with Ericom pursuant to these Terms of Trade is other than a natural person (e.g. a public company, a private incorporated company or an unincorporated association) then by acceptance of and dealing pursuant to these Terms of Trade that entity hereby acknowledges that Ericom requires provision of a personal guarantee by a Director or other duly authorised representative in the capacity of a Guarantor of that entity, such guarantee to be provided by the Guarantor indicating his/her agreement where requisite on the online site. That guarantee will be a personal guarantee by the Guarantor of all obligations of the contracting entity hereunder including in particular the payment of all amounts as invoiced to that entity and all debts which are or may become due and payable by that entity.

## **Variations**

Ericom reserves the right to vary, replace or terminate this procedure from time to time.