



# STAR SOLUTIONS PTY LTD

## Standard Terms and Conditions

### 1. DEFINITIONS

"Star" means Star Solutions Pty Ltd

"Customer" means the company or entity identified in Star's Quotation or Invoice.

"Contract" means a contract for sale by Star to the Customer of the products and/or services.

"Third-Party Products" means hardware products and software licences purchased by the customer from Star for which Star is not the original manufacturer.

### 2. SCOPE OF CONTRACT

2.1 Contract is subject to acceptance of Customer's order by Star.

2.2 The Customer warrants that it is buying products and services for its own internal use.

2.3 The products and/or services provided, excluding Third-Party Products, are subject only to these Terms and Conditions. The Customer acknowledges and agrees to be bound by the Terms and Conditions.

### 3. PAYMENT AND TERMS

3.1 Unless otherwise expressly agreed by Star, payment for the products and/or services shall be made in full within 7 days of invoice by Star.

3.2 Customer shall pay for freight and handling costs.

3.3 Customer shall bear all federal and state government, goods and services tax and any other statutory levies/taxes.

### 4. TITLE AND ACCEPTANCE OF PRODUCTS

4.1 Title to the products shall pass to the Customer upon delivery of the products to Customer.

4.2 Title to software products shall remain with the applicable licensor(s) at all times.

4.3 Unless the Customer notifies Star to the contrary on the day of delivery and such notification is confirmed in writing within two days, the Products shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Contract.

### 5. DELIVERY

5.1 Star shall deliver the products to the address designated by the Customer and agreed to by Star.

5.2 Delivery dates quoted by Star are based on best estimate only and Star shall not be liable for any losses caused by delay in delivery of the products and/or services.

### 6. SOFTWARE

6.1 All software provided is subject to the terms and conditions of the license agreement relating to that software. Customer acknowledges its obligations to abide by such license agreements.

6.2 All software is warranted in accordance with the license agreement that governs its use. Customer acknowledges that Star does not warrant any third-party software under these Terms and Conditions.

6.3 All rights, title or interest in respect of the intellectual property rights in the software remain with Star or the licensor of the software at all times.

### 7. WARRANTY

7.1 Star warrants to the Customer that Star branded Products will be free from defects in materials and workmanship affecting normal use for a period of three months from invoice date ("Standard Warranty").

7.2 Standard warranty does not apply to Third-Party Products; such Products are covered by the relevant manufacturer's warranty. The Customer will only make claim against the manufacturer and shall utilise that warranty for the support of such Products unless otherwise agreed with Star through a support and maintenance agreement.

7.3 Standard Warranty does not cover misuse, accidental damage, and installation not in accordance with Product instructions, negligent acts by the customer or servicing not authorized by Star.

### 8. SERVICE AND TECHNICAL SUPPORT

8.1 Star will provide technical support to the Customer in accordance with the Customer Support agreement purchased by the customer and specified on the Customer invoice.

8.2 Star has no obligation to provide service or support until Star has received full payment for the product or support agreement for which service or support is requested.

### 9. INDEMNITY AND RELEASE

9.1, Star's total liability under this contract in respect of each event or series of connected events shall be limited to the total price paid for the purchase of products and/or services.

9.2 The Customer shall indemnify Star and keep Star fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission or wilful misconduct of the Customer, its employees, agents or sub-contractors or by any breach of its contractual obligations arising out of these Terms and Conditions.

9.3 Star shall not be liable to the Customer for any incidental, or consequential damages in connection with the purchase, use or performance of products or services.

9.4 Star service and support is provided to the customer on a best efforts basis. Star shall not be liable for any loss through its failure to meet a specific timeframe.

9.5 Documents or information provided to the Customer by Star shall be subject to correction without any liability on the part of Star.

### 10. FORCE MAJEURE

"Force Majeure" shall mean any cause of any kind beyond the reasonable control of the affected party. The affected party shall be entitled to take all reasonable actions to overcome the Force Majeure to meet its obligations under these Terms and Conditions.

### 11. GOVERNING LAW

These Terms and Conditions shall be subject to the laws of the State of South Australia.

### 12. GENERAL

12.1 The Customer shall not assign any interest, rights or obligations of this Contract to a third-party without the prior written consent of Star.

12.2 Should any provision of these Terms and Conditions be unenforceable under South Australia state law or the Trade Practices Act this will not invalidate the remaining provisions of these Terms and Conditions.