

## GENERAL

1. This quotation has been issued in good faith by Jacques Technologies Pty Ltd (**Jacques**). The contents of a quotation or any part of a quotation are private and confidential and are intended solely for the named addressee. The quotation contains privileged and confidential information. The customer agrees that any services performed for, or products supplied to, a customer upon acceptance of a quotation will be governed by these terms and conditions.
2. The quoted prices are based on the supply of the listed hardware, software and services only, and on the bases that Jacques' standard products are offered without modification.
3. All prices are based on ex-works from Jacques' warehouse West End, Brisbane, Queensland, Australia.
4. For non-account customers - payment terms are 100% up front with purchase order before commencement of manufacturing.
- 4A. A tax invoice will be issued when goods are ready for dispatch. A pro forma invoice can be issued with the Quotation, if requested.  
For onsite service jobs credit card details will be required for pre authorization prior to attending site.
5. For account customers - payment terms are strictly 30 days from invoice date.
- 5A. A tax invoice will be issued concurrent with the dispatch of goods.
- 5B. For services, a tax invoice will be issued at completion of the service, or at agreed periods during service delivery.
- 5C. Failure to settle an account as agreed may result in a "hold" being placed on supply of products or service until such time as the account is settled.
- 5D. Continued failure to pay by due date may result in the withdrawal of credit terms.
6. Title to any goods will not pass to the customer until full payment in full for the goods has been received
7. Jacques will use all reasonable endeavors to ensure its standard delivery timeframe is 6-8 weeks from order confirmation is achieved in all circumstances. Jacques is not responsible for any failure to ensure delivery within this timeframe.
- 7A. Orders required to be delivered earlier than our standard delivery timeframe may result in additional charges will be in addition to the quoted prices for goods or services to be supplied unless the quotation expressly states it is inclusive of all additional delivery amounts.
8. Receipt of your official order is deemed to be acceptance of these terms and conditions.
9. Validity of pricing is 30 days from the date of quotation.
- 9A. All prices included in a quotation are based upon Jacques' standard pricing schedules, unless otherwise agreed on a case by case basis with the customer.

## HARDWARE

10. While every effort is made to ensure that the quoted quantities are correct and meet the customer's expectations, the final responsibility regarding actual quantities of equipment and components rests with the purchaser.
11. For non-standard/custom hardware a deposit is required at time of order.
12. Freight/delivery charges are the responsibility of the purchaser (refer clause 7 and 7A).
13. The warranty period applicable to any supplied products or equipment is 12 months from the date of supply. To the extent permitted by law, recourse available under this warranty is limited return to supplier for repair; including replacement parts and workshop labour.

14. Extended warranty is only to be offered in addition to Jacques' standard 12 months warranty period, upon payment of an additional cost by the customer. This cost will be invoiced at the time of purchase as per the payment terms in clauses 5 and 6.
15. For warranty service: Freight charges to return faulty equipment to Jacques factory is to be directly borne by the customer. Freight charges to return serviced equipment to the customer is to directly borne by Jacques unless otherwise agreed with the customer.

## SOFTWARE

16. Jacques offers to grant a non-exclusive, non-transferable end user license agreement to use the software subject at all times to these terms and conditions and the End User Licence Agreement (EULA).
17. The customer, as licensee under the EULA, agrees not to modify, change, or reverse engineer the software and to otherwise comply with all provisions of the EULA.
18. The licensee agrees not to copy the software, except for purposes of valid maintenance activities where written approval from Jacques has been granted.
19. The customer agrees to be bound by the EULA, on and from the date of supply of any products to the customer.

## SERVICES

20. Commissioning: Commissioning is not offered as standard, however it is available on request for an additional fee
21. Training: Training may be provided pursuant to the IPartna Program (see clauses 31 to 39).
22. Maintenance: Maintenance services are not offered as standard, however they are available on request for an additional fee.
23. Service: Service available on request for an additional fee.

24. Services rates and charges: Rates and charges for services will be dependent upon a number of variables, including, non-exhaustively:
- Jacques Fees Structure
  - Lead Times
  - Support Portal

### RETURNS

25. To the extent permitted by law, only standard products manufactured by Jacques will be accepted for return, subject to satisfactory inspection and approval.
26. To the extent permitted by law, customised equipment, and products or equipment manufactured by third parties, will not be accepted for return.
27. To the extent permitted by law, software will not be accepted for return.
28. To the extent permitted by law, returns must be made within 60 days from date of supply of the relevant equipment.
29. Products returned by the customer must be in merchantable condition and in original packaging.
30. A 15% restocking fee will be charged on all equipment accepted for return in accordance with these terms and conditions.
34. IPartna title is retained by the sponsoring company and not by the customer and only for the 12 month period as specified by the IPartna Program.
35. Technical support is limited to pre-set timeframes as specified in the IPartna Agreement and per person nominated for the program.
36. Additional technical support can be purchased in 'Blocks' as per the relevant T.S.R for an additional fee(s).
37. Technical support ID provided to IPartnas or accredited technicians are strictly only to be used by those customers specifically identified as authorised to receive the technical support services from Jacques and is not to be shared with, or otherwise made available to, any other individuals.
38. Sharing login information will result in non-refundable suspension from the IPartna Program.
39. An individual's Certification will be forfeited in circumstances where the individual ceases to be employed or contracted by the company or other entity on behalf of which the individual was signed up to the IPartna Program.
40. At least two weeks' notice is required for all bookings for Jacques' Brisbane - based Training program and admittance is all times subject to availability.

### MARKETING

31. Products supplied by Jacques as part of any project may be used for marketing purposes without authorisation from the involved parties unless otherwise specified. Details regarding the project specifications, company names and brands involved in this project may be freely used for Jacques' internal and external marketing purposes.

### IPARTNA

32. All online courses must be completed for inclusion into IPartna Program.
33. Access to online courses is for approved parties only.