

INVISIBLE COMMUNICATIONS PTY LTD

GENERAL TERMS OF SALE

ACN: 145 086 362 ABN: 46 145 086 362

Rev 12, 14 April 2011

In this document:

“The Company” refers to Invisible Communications Pty Ltd, ACN 145 086 362, ABN 46 145 086 362, its employees, agents, servants, subsidiaries, or associated entities.

“Customer” refers to the person or corporation that has requested the services of the Company, and is being (or may be) provided with goods and/or services by the Company.

“Invoice Date” is the date marked on the relevant invoice for sale of goods and/or services. If no date appears on the invoice, “Invoice Date” refers to the date the invoice was served according to Australian law.

“Due Date” is the date stated as such on the invoice and/or is the date by which payment for goods and/or services stated in that invoice is required. If the invoice does not state a due date or time period in which payment is required, the Due Date is the same date as the Invoice Date.

“Service Call” refers to a request by a customer for the Company to attend any location.

“Terms” and “These terms” refer to the Invisible Communications Pty Ltd General Terms of Sale in its entirety, as revised from time to time and available at www.invisiblecommunications.com.au or on request.

1. GENERAL

1.1 Orders and/or goods and services sold by the Company are subject to the following terms and conditions.

1.2 The placing of an order for goods or services, whether orally, by fax, by telephone, by e-mail, by mail or otherwise with the company will incorporate these terms and conditions as forming part of the contract of sale of the goods or services, and shall be binding on the Customer. No variation or modification of, or substitution for, these terms and conditions shall be binding unless specifically accepted by the company in writing.

1.3 If the company chooses not to enforce any part of these terms and conditions at any time, that does not indicate a waiver of any term or condition. The Company reserves the right to enforce these conditions how and when it sees fit.

2. VALIDITY OF QUOTATIONS

2.1 Subject to paragraph 3.2, any quotation given is valid for a period of thirty (30) days from the date of the quotation, unless some other period is stated in the quotation, in which case the valid period on the quotation takes precedence.

3. PRICES/EXCHANGE FLUCTUATIONS

3.1 All prices quoted by the company are quoted excluding GST, tax, duty, freight and packaging costs, unless stated otherwise.

3.2 All prices are subject to adjustment at any time if there is any adverse fluctuation caused by the current exchange rate or supplier.

4. PAYMENT TERMS

4.1 If the Company chooses to accept payment in arrears for goods or services provided by the Company, a Due Date will be stated on the top of the applicable invoice.

4.2 The Customer must pay to the company the full amount invoiced before close of business on the Due Date specified on the applicable invoice.

4.3 If any amount due in accordance with these terms is not paid by the Due Date, the Customer agrees to pay an additional \$16.50 (including GST), as well as any other amount still owing. This additional cost is the first late fee.

4.4 If any amount due in accordance with these terms is still outstanding 7 calendar days beyond the due date, the customer will incur additional late fees of \$1.10 per day (including GST), until the customer has payed in full all amounts owing according to these terms.

4.5 If the Customer fails to pay the amount stated on the invoice in full, plus any amounts required by these terms, before 49 calendar days have elapsed from the Due Date, the Company may at its sole discretion and option at any time prior to payment in full for the equipment and/or services provided,

(i) require payment in cash before delivery of the equipment or services (irrespective of any terms of payment previously specified);

- (ii) take over or repossess the equipment and dispose of the equipment without prejudice to any claim the company may have for damages for any loss resulting from any re sale or disposal of the equipment;
- (iii) exercise all rights to the equipment as if it were the owner.

This clause shall apply notwithstanding any waiver by the company of any default or failure by the Customer to comply with these terms and conditions and without prejudice to its other rights under this Agreement.

4.6 If the Customer fails to pay the Company any amounts required by paragraph 4.2, 4.3 and 4.4 before 49 days after the Due Date, the Customer consents to the company, its servants and agents entering the Customer's premises, or any other premises, vehicle, vessel or barge where the equipment is located, and using such means as is necessary in order to repossess the equipment. The Customer is liable for the Company's costs incurred in repossessing the equipment. The Customer also agrees to provide the Company with all reasonable assistance in order to locate and collect the equipment. If the equipment is not available for collection at the nominated time and or place the Customer will be liable for any additional costs the company may incur. The company will not be liable for any damage to property caused by any person in collecting the equipment.

4.7 The Customer is liable for all additional costs the Company may incur, including legal, administrative and debt collection costs to recover unpaid amounts. The Customer is also liable for de-installation and/or re-installation costs.

4.8 Receipt of a Cheque is accepted as payment for an invoice only if and when the cheque is cashed successfully by the Company.

4.9 In the case where payment bounces, it will be treated as if the customer has not payed at all, and the conditions stated in Paragraph 4 and its subparagraphs will still apply until valid payment is received.

4.10 In the case where payment bounces, the Customer will be liable to pay to the Company any costs incurred by the Company due to the bounced payment and in recovering the amount owing. This is as well as and in addition to any amounts required pursuant to Paragraph 4.9.

4.10 The Company will pass on to the customer any expenses incurred in receiving money, including inbound payment fees, unless stated or

quoted otherwise. When this applies to credit card transactions, a quoted percentage of the total will usually apply.

5. RETENTION OF TITLE

5.1 At all times the property in the equipment remains with the company (irrespective of delivery of the equipment to the Customer or fixing of the equipment to the Customer's premises, vehicle, vessel or barge) until the Customer has paid the full invoiced price and any other payments due to the company in respect of the equipment arising out of the associated sale of the equipment and/or services.

6. CANCELLATIONS

6.1 If a Service Call, whether placed orally, by fax, telephone, e-mail, mail or otherwise, is cancelled by the customer at a time less than 12 hours before the time appointed for the service call, a callout fee will be charged at the Company's standard rate applicable at the time and to the area where the Service Call was to be attended.

6.2 Unless prior arrangements have been made, if a Service Call is attended by the company, and the Customer or their representative is not available, the Service Call will be assumed to have been cancelled by the Customer. In this case, a callout fee will be charged at the Company's standard rate applicable at the time and to the area where the Service Call was attended.

6.3 If a Service Call is attended by the company, and the Company is not able to access the Customer's vessel, premises, or equipment to be worked on (as required), the Service Call will be assumed to have been cancelled by the Customer. In this case, a callout fee will be charged at the Company's standard rate applicable at the time and to the area where the Service Call was attended.

7. WARRANTIES

7.1 Any claims under Manufacturer's warranty will ultimately be handled by, and at the discretion of, the manufacturer. The Customer may return the equipment to Invisible Communications for warranty claims if they desire.

7.2 When a customer requests work to be carried out under Manufacturer's Warranty, the onus is on the Customer to show that the equipment is actually covered under warranty at the time. If the equipment is not found to be under Warranty or guarantee, the Customer will be charged the applicable rates for any work completed.

7.3 Invisible Communications is not liable for any costs associated with a claim under Manufacturers warranty, including but not limited to costs associated with: de-installation, re-installation or shipping.

7.4 Invisible Communications will accept responsibility for warranty claims due to incorrect installation if the Company is satisfied that it was their own actions and workmanship that led to the fault occurring. Warranties on installations performed by Invisible Communications are limited to a reasonable amount of time. This will vary according to the nature of the installation and location, but will be no longer than 12 months.

8. PRIVACY

8.1 Your privacy is important to us. The Company, its employees or agents will not disclose your personal information to any third party unless you specifically authorise us to do so, or subject to the Law or in the circumstances noted below.

8.2 Credit card details will not be retained by the Company under any circumstances. Credit card details are obtained for the purposes of processing a payment. Once the payment has been processed, any card details are immediately destroyed.

8.3 Unless otherwise stated by the Customer, authority is granted to the Company and its partners to keep name and email address information to be used to inform Customers by email of sales or products which may interest the Customer. The Customer consents to receiving such emails, and may choose to cease receiving these by contacting the Company at any time.

Privacy Act 1988

1. The Customer agrees for Invisible Communications to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by Invisible Communications.
2. The Customer agrees that Invisible Communications may exchange information about the Customer with credit providers for the following purposes: a) to assess an application by the Customer, b) to notify other credit providers of a default by the Customers, c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and d) to assess the credit worthiness of the Customer.
3. The Customer consents to Invisible Communications being given a consumer credit report to collect overdue payment on commercial credit in accordance with Section 18K(1)(h) of the Privacy Act 1988.
4. The Customer agrees that personal data provided may be used and retained by Invisible Communications for the following purposes and for other purposes as shall be agreed between the Customer and Invisible Communications or required by law from time to time: a) the provision of Goods and/or Services; b) marketing Goods and/or Services by Invisible Communications, its agents or distributors in relation to the Goods and/or Services; c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods and/or Services; d) processing of any payment instructions or credit facilities requested by the Customer, and e) enabling the daily operation of the Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods and/or Services.
5. The Company may give information about the Customer to a credit reporting agency for the following purposes: a) to obtain a consumer credit report about the Customer; and/or b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.