

TERMS & CONDITIONS

These are the terms and conditions on which Centaur Software Development Pty Ltd ABN 18 057 620 390 ("we", "us" and "our") sells the subscription service set out on the attached Quotation / Order and Confirmation to its customers ("you" and "your"):

1. CONTRACT AND WHOLE AGREEMENT

1.1 The contract between us and you is wholly documented by the terms in the Quotation / Order and Confirmation of Acceptance and these Terms and Conditions of Sale ("the Contract").

1.2 The Contract constitutes the whole of the agreement between you and us. All the agreements and understandings between you and us are set out in the Contract and they supersede all prior agreements, understandings and statements, whether written or oral.

2. ORDERS AND ACCEPTANCE

We will only be bound by the Contract after we receive a signed Order from you and that Order is then countersigned by one of our senior officers as confirmation and acceptance of your Order.

3. PRICE

The Prices charged for Software, Software as a Service (SaaS), Cloud Hosting or Equipment will be according to a Current Quotation for that Software which will be set out in the Quotation/Order and the Confirmation, however;

- (a) Prices quoted by section and/or in total are guaranteed for thirty (30) days from Quotation Date,
- (b) The Price may be subject to an increase if the rate of GST should increase or if a future tax or duty is imposed on the sale, delivery or installation of the Software, Software as a Service (SaaS), Cloud Hosting or Equipment,
- (c) Centaur Software reserves the right to increase prices on all monthly subscription products and services in accordance with CPI increases from time to time.

4. PAYMENT AND INTEREST

4.1 The full invoice amount for the one-off charges is payable at the time of installation regardless of whether there has been delays in equipment or work extraneous to your Order to us (e.g. building, alterations or electrical).

4.2 All payments to us must be done without set-off, deduction or counterclaim. If any payment is not made by the due date then we will be entitled to:

- (a) Cancel or suspend access to the Software; Software Training and/or Support Services; and
- (b) Charge interest at the rate of 2% per month on overdue amounts

4.3 You must pay to us all costs and expenses incurred or which will be incurred by us in respect of any action for recovery of monies owed but not limited to mercantile agent's fees, solicitor's fees (on an indemnity basis), fees of legal advisers and other parties acting on behalf of us.

4.4 Debit card and credit card fees

Unless your account is paid by Direct Debit, payments made via credit or debit cards (VISA/MasterCard only) will incur a Payment Processing Fee. For applicable rates on credit and debit payments, please refer to <http://www.centaursoftware.com.au/payments>. Diners Club, American Express and other cards are not accepted.

5. DELIVERY AND RISK

5.1 We will use our best endeavours to deliver the Software or Software Service to you on the Preferred Delivery Date however, we will not be responsible for any delay or failure to do so.

5.2 We will arrange delivery of the Software or the Software Service to the delivery address set out in the Order but if the Software is damaged in any way during transportation or delivery then our liability is limited to replacing it if we believe that is required. We will not be responsible for any costs or losses resulting from delays due to the need for the replacement of the Software.

5.3 Risk of damage to, or loss or theft of, the Software (and the need to insure it) passes to you once the Software is delivered irrespective of whether the Software is installed or not.

6. INSTALLATION (D4W Subscription Only)

6.1 Only Centaur Software authorised persons are to install the Software to comply with the Centaur Software warranty.

6.2 The cost of installation or any related compliance test is not included in the Price of the Software unless it is specified in the Quotation / Order and confirmed in our acceptance of the Order.

6.3 If we are to install the Software then we will not be responsible for any costs or losses resulting from any delay in the installation.

6.4 Installation will be complete when the Software operates successfully using its standard test procedure.

6.5 It is your sole responsibility to ensure that the site and services (power and other necessary external connections) are of an acceptable standard of operation and particularly the I.T. Systems/Computer Hardware is prepared to our specifications as outlined in our Systems Requirements for Centaur Applications Document for the correct installation and operation of the Software. If the site and/or services do not meet these specifications, then you will be liable for the additional costs arising from the delays and difficulties in the installation of the Software.

7. TRAINING

7.1 Training Order

- i. A minimum of 3hrs is required per onsite session
- ii. For sessions less than 3hrs, remote (TeamViewer) training must be scheduled.
- iii. If not prepaid, you will be required to pay for all travel expenses (if applicable- refer to your order).

7.2 Training Cancellation Policy

- i. If less than 48 business hours' notice is given, a cancellation fee of \$60.00 plus GST per booked hour applies.
- ii. Training sessions scheduled within 48hrs from start date/time of the session are considered confirmed at time of booking.

7.3 Training Hours Validity

- i. Training hours are valid for 12 months from your first training session.
- ii. If all hours are not used within this period, they will expire.