



## TPRO Consulting Pty Ltd

ABN 50 088 818 580

### Terms and Conditions of Trading

#### **General**

TPRO Consulting Pty Ltd (TPRO) aims to be a value added provider of Products and Services. Our goal is to be of service and to help you, the Client, to improve your business by providing quality Products and Services at a reasonable price.

Please read these terms and conditions carefully as they apply to all sales by TPRO including Software and Services, and Hardware. These terms can only be varied in writing by TPRO.

#### **Computer Software**

Any computer software supplied by TPRO for the Client, either directly or by downloading from a TPRO website, is licensed subject to the terms of the applicable supplier's license agreement. Except when expressly permitted in the applicable license agreement you may not reproduce, record, publish, publicly exhibit or distribute any software made available by TPRO without the express written consent of the software owner.

When TPRO is the author of said software TPRO will retain title and you are granted a non-exclusive license to use such software in accordance with its intended purpose. TPRO reserves all intellectual property rights to the software (including source code, object code and documentation).

#### **Estimated hours**

When quoting on services to be provided, any estimates of time required by TPRO are exactly that - only estimates. TPRO will do its utmost to give accurate estimates, however many factors and unknowns come into play when making estimates. Therefore, ALL time required will be chargeable at the standard hourly rate.

TPRO will keep its own time records and will charge based on this record. Only minimal detail of times and services will be provided at time of invoicing, therefore it is recommended that the Client keep their own records.

#### **Quotes**

Quotes will be valid for a maximum of 30 days, after which TPRO may choose to honour the quote, discard it, or vary prices and estimates as required.

All prices quoted (quotes are for primarily for hardware and third party software) will be the most accurate prices at time of writing however, in the event a supplier increase their prices these will be passed on to the Client who will be required to make good the difference.

TPRO reserves the right to accept or refuse any orders or quotes. The acceptance of an order in no way obliges TPRO to accept any subsequent orders.

**Reseller**

On occasion TPRO acts as a reseller for various Companies (see quotes) but only purchases hardware and/or software for specific Client projects and therefore does not extend any warranties for, or accept any liability for these purchases. TPRO will do its utmost in ensuring that any products and/or software it sells or provides meets minimum acceptable standards. However, the Client must seek advice from the original supplier or manufacture, in the event of defects or failures.

**Travel**

Excessive travel time (i.e. when more than 1 hour each way per day) to and from the Client is chargeable at the standard hourly rate. Any additional charges for air-fares, taxis, tolls etc are also chargeable. TPRO at its own discretion may waiver some or all of these charges in some cases, but this does not imply that on future occasions travel will not be charged.

**Freight**

Freight and insurance may be chargeable, this will be stated on all Quotes when applicable.

**Minium Charges**

The minimum chargeable hours per day when travel to the Client is necessary is 4 hours, and when offsite support is provided a minium of 1 hour applies.

**GST**

All quoted prices and rates are exclusive of GST (currently 10%) unless otherwise stated. When the Client cannot provide an ABN the withheld GST amount will be the maximum percentage in accordance with the ATO.

**Payment Terms**

On acceptance of a Quote or Estimate the Client may be required to pay a deposit. This will normally be 30% of the quoted or estimated total.

On extended projects (longer than 14 days) or when it is deemed necessary progress payments may be required and an invoice will be issued for this purpose.

Invoicing will normally be undertaken monthly, payable within 7 days from invoice date (with an allowance of 3 days for mail delivery). We may charge 10% interest p/a on any amounts outstanding after the above term.

**Property**

Transfer of ownership is subject to payment in full. Until this time TPRO reserves the right to reclaim any Products and Services within the possession of the Client. All reasonable expenses or losses incurred due to failure by the Client to fully pay all valid invoices will be made good by the Client.

## **Confidentiality and Intellectual Property**

All documentation, including but not exclusively; software (source code and object code), special knowledge, quotes, invoices, technical documents, advice, design details, proposals, configurations etc. either softcopy or printed, provided by or through TPRO are strictly confidential and may not be used by or shown to anyone but the intended Client.

When TPRO is the author of these documents, intellectual Property rights, in accordance with Australian Law, will also apply.

## **Warranty and Returns**

All hardware comes with manufacturers warranty only. On some systems extended warranties are available – when taken you will be bound by the Terms and Conditions thereof. TPRO makes no commitments and takes no responsibility regarding warranties. No returns of items supplied are accepted, you must take care to order the correct items.

## **Disclaimer**

The information, software, products, services and other materials provided by TPRO (including this document) may be out of date, have omissions, inaccuracies or other errors and TPRO makes no commitment to update these materials. Except where expressly provided in an agreement between you and TPRO, all information, software, products, services and other materials are provided "as is" without warranty of any kind. TPRO hereby disclaims all warranties with respect to any information, software, products, services and other materials, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

## **Limitation of Liability**


In no event shall TPRO be liable for any damages whatsoever, whether direct, indirect, consequential, or incidental damages, or damages for lost profits or revenue, or project overruns, or loss of use, arising out of or related to any TPRO supplied products, services or failure to supply, or any other activity, when provided in good faith.

## **Applicable Law**

These terms are governed by and will be construed in accordance with the laws of New South Wales, Australia.

## **Trademarks and Logos**

TPRO Consulting Pty Ltd is a registered company and as such the name is protected by Australian Laws.

The TPRO logo  is commonly used on all TPRO correspondence unless impractical.

**Last Update:**            Date: 1 July 2007