

Matrix Hub terms and conditions of hire and sales

1 General

- 1.1 These are the terms and conditions for all hire and sales
- 1.2 These standard terms and conditions apply to any contract entered into by Matrix Hub and a Client wherein the Client hires equipment from Matrix Hub regardless of whether Matrix Hub manages the equipment deployment or not.
- 1.3 These Terms supersede any prior agreement or understanding (if any) between Matrix Hub and the Client in relation to the subject matter of these terms, including any purchase order terms and conditions.

2 Interpretation

- 2.1 In these standard conditions:
 - 2.1.1 Client means the entity to whom Matrix Hub selling or hiring equipment;
 - 2.1.2 Property includes every type of right, interest or thing which is legally capable of being owned and includes, but not limited to, physical goods, equipment and real property, as well as intangibles such as intellectual property, contract options and goodwill;
and
 - 2.1.3 Services means property and/or services as the context requires.
 - 2.1.4 Day or days means a whole day or days respectively, including Saturdays and Sundays.
 - 2.1.5 Costs means direct cost plus 10% unless otherwise stated.
- 2.2 These conditions will prevail in any contract between them and the terms of any offer or acceptance by the client.

3 Equipment Sale

- 3.1 The purchaser agrees to purchase, and Matrix Hub agrees to sell, the equipment for the purchase price.
- 3.2 Title of the equipment will not pass to the purchaser until the Matrix Hub receives payment of the purchase price in full.
- 3.3 The Matrix Hub logger and software remains the property of Matrix Hub. Matrix Hub grants the purchaser a permanent licence to operate the logger while the system remains in the possession of the purchaser.
- 3.4 The logger is required to be returned to Matrix Hub in the event that the purchaser sells, or otherwise disposes of the system.
- 3.5 Matrix Hub use its reasonable endeavours to deliver the Goods on the date or dates specified in Matrix Hub's quotation or Matrix Hub's acceptance of the Order, but any such date is approximate only. If no dates are so specified, delivery will be within a reasonable time of acceptance of the Order.

4 Equipment Hire

- 4.1 The Client agrees that:
 - 4.1.1 the Equipment shall remain the property of Matrix Hub and the Client is only a bailee of the Equipment on the terms and conditions set out in these Conditions;
 - 4.1.2 the Client shall not sell, charge, pledge or part with possession of the Equipment;
 - 4.1.3 the Client shall use the Equipment in a careful and proper manner and not interfere or tamper with or let anyone else do so;
 - 4.1.4 the Client shall notify Matrix Hub immediately of any court proceedings against the Customer or property of the Customer or an Administrator or Receiver is appointed or a scheme of arrangement is proposed;
 - 4.1.5 the Client shall allow Matrix Hub staff to enter the premises where Equipment is located in order to inspect the Equipment or carry out repairs to the Equipment;
 - 4.1.6 the Client shall not reverse engineer any of the equipment, systems or software in the Equipment or let anyone else do so;
 - 4.1.7 the Client accepts all liability for the safe keeping of the Equipment while in the Client's custody;
 - 4.1.8 the Client accepts full responsibility for all equipment rented, including its use in accordance with any operating instructions provided or Government Regulations;
 - 4.1.9 the Client will comply with all State, Territory and Federal Laws when using this equipment;
 - 4.1.10 the Client confirms that any information still contained in the equipment when received back by Matrix Hub is in no way sensitive;
and
 - 4.1.11 Matrix Hub will not be liable to pay for:
 - Costs associated with rejection of goods or services
 - Goods damaged in transit.
- 4.2 The Client assumes complete financial responsibility for the equipment and will pay for all loss or repairs due to misuse, abuse or accidental damage, and ongoing or scheduled service and maintenance. All rented equipment is to be serviced by Matrix Hub. Please notify Matrix Hub immediately if a service problem occurs.
- 4.3 The Client is required to protect the equipment from environmental contamination and if necessary, to decontaminate the unit prior to return of equipment. In the case where the equipment is exposed to or coated with toxic chemicals it is mandatory that Matrix Hub be notified in writing of the contaminating materials that may be present. All mounting tapes, adhesives and other substances are to be completely removed prior to return of the equipment. Failure to decontaminate or remove all other substances will result in additional charges.
- 4.4 Matrix Hub or an authorised distributor will provide the client with basic operational and safety instructions of the equipment being hired.
- 4.5 Rental period commences from the date of delivery of the Rented goods/equipment to the date of receipt of Rented goods/equipment by Matrix Hub in their warehouse. Unless rented equipment is received by Matrix Hub, the Client will continue to be liable for the payment and Rental contract shall be deemed as on-going

5 Special Conditions

- 5.1 The contract includes any special conditions stated in the proposal or offer and the special conditions will, to the extent of this inconsistency, prevail.

6 Shipping and Packing

- 6.1 All shipping costs are to be paid by the Client.
6.2 Goods must be packed with the minimum of packaging material so as to ensure its safe delivery. Environmentally packaging material shall be used where practicable. Reports, recommendations, and media that could otherwise be printed will be delivered in an electronic format unless prior arrangement has been made by the client.

7 Intellectual Property

- 7.1 You acknowledge and agree that you do not own or acquire any rights in Our Intellectual Property (IP).
7.2 You must not contest our title to Our IP or take any action that may have a detrimental effect on our title to Our IP.
7.3 Developments made to service your site or operations remain the IP of Matrix Hub.

8 Fees and Payment

- 8.1 For sales – 50% deposit required to secure an order, with remainder required on delivery of equipment.
8.2 For hire – except where other terms are approved full payment of fees shall be received prior to delivery of equipment or commencement of hire.
8.3 Unless stated otherwise, all price values are in Australian Dollars and exclusive of GST.

9 Subcontracting

- 9.1 Matrix Hub may subcontract or sublet works as it sees fit. Matrix Hub will be responsible for the quality of work of any parties it engages.

10 Indemnity and insurance

- 10.1 Matrix Hub holds public liability insurance. Matrix Hub in no way indemnifies any third parties against loss, damage or consequential loss as a result, whether directly or indirectly, of any breach of this contract, including any action or claim for alleged infringement of any patent, copyright, registered design, trademark or any other intellectual property rights.
10.2 In no event, regardless of cause shall Matrix Hub be liable for incidental or consequential damages either real or alleged. Matrix Hub does not warrant suitability of instrumentation or equipment for the Client's application, nor will be liable for damages from such use.

11 Applicable law

- 11.1 This contract will be governed by and construed in accordance with the laws in force in Queensland, Australia.

12 Variation

- 12.1 This contract will only be varied by written agreement between the client and Matrix Hub. The client is able to request for additional services to be provided. These works shall be performed for the additional fees agreed in writing at the time of the variation.
12.2 All variation work shall be paid for by the client.
12.3 If no rates are agreed at the time of the variation, the fees shall be costed on a schedule of rates basis and expenses shall be charged at cost + 10%.

13 Reliance on data

- 13.1 Where the Client has supplied information to Matrix Hub, the Client acknowledges that Matrix Hub takes no responsibility for the accuracy or quality of the information supplied, and that the results and reporting produced by Matrix Hub is reliant upon the Client provided data.

14 Safety

- 14.1 Matrix Hub undertakes job safety analysis before all site work. The Client warrants to Matrix Hub, that except where noted by the Client, the site where the Client has engaged Matrix Hub to undertake works is safe.

15 Severability

- 15.1 If any term or other provision of these Conditions is determined to be invalid, all other conditions and provisions of these Conditions shall nevertheless remain in full force and effect.

16 Termination

- 16.1 If an account remains unpaid, Matrix Hub may terminate the agreement, however the Client will still be liable for payment of all outstanding fees and costs incurred up to the date of notification of termination by Matrix Hub.
- 16.2 The Client may terminate the agreement in writing to Matrix Hub, but will be liable for payment of our fees and costs incurred up to the date of receipt of termination in writing.

17 Data services

- 17.1 We will use our reasonable endeavours to:
- 17.1.1 supply the data services, and perform our other obligations under this agreement, in a diligent and professional manner;
- 17.1.2 ensure that, in providing the data services, we comply with all applicable laws
- 17.2 However, we do not guarantee that the Services will be continuous or free of interruptions.
- 17.3 You acknowledge that the purpose of the Service Levels is to specify the minimum standards of performance we try to achieve in supplying the Support Services. We do not guarantee that we will achieve the Service Levels.
- 17.4 We are not a Carrier and do not supply Carriage Services. We are a reseller and may arrange for you to be supplied with Carriage Services by a Carrier or a Carriage Service Provider. Accordingly, you acknowledge and agree that:
- 17.4.1 we are not responsible for any act or omission of any Carrier or Carriage Service Provider who we arrange to supply Carriage Services to you;
- 17.4.2 we are not responsible for any interruption in, disruption to or suspension by a Carrier or Carriage Service Provider of the Carriage Services supplied to you.
- 17.5 You acknowledge that the internet is sometimes unreliable and is difficult to secure and we do not guarantee:
- 17.5.1 the security of Our System, the interfaces you use to connect to Our System or the information that passes through or is stored in Our System;
- 17.5.2 access to Our System will be continuous, accessible at all times or fault free;
- 17.5.3 Our System is free of Viruses.

18 Cancellation and suspension of a Service

- 18.1 You may cancel a Service at any time by giving us notice of the Service you wish to cancel.
- 18.2 Our rights to payment of the Charges for a Service accrued up to the date of cancellation are not affected by the cancellation.
- 18.3 If an early termination fee is specified in a Service Description of a Service, you must pay us the early termination fee if you cancel that Service.
- 18.4 We may immediately without notice cancel or suspend the supply of a Service to you at any time:
- 18.4.1 in an emergency;
- 18.4.2 if the supply or use of the Service becomes unlawful;
- 18.4.3 if you fail to make any payment to us when due under this agreement; or
- 18.4.4 if you are otherwise in breach of this agreement;
- 18.4.5 if your use of the Service is unlawful or you use the Service to commit an offence or allow anyone else to do so;
- 18.4.6 if your use of the Service interferes with or disrupts Our System or the efficiency of Our System; or
- 18.4.7 if the Carrier who supplies the Carriage Service that we arrange to be supplied to you suspends or asks or directs us to suspend the Service.
- 18.5 We may at any time recommence the supply of a Service that we have suspended.

19 Your obligations

- 19.1 You must ensure that all equipment connected by you to the Products or the Services, or on your behalf, complies with the specifications for equipment that is capable of connecting safely with the Products and the Services.
- 19.2 You must not alter, tamper with, reverse engineer, repair or attempt to repair the Products or the Services or allow a third party (other than an accredited technician approved by us) to do any of these things.
- 19.3 You are solely responsible for:
- 19.3.1 choosing, acquiring and maintaining your own equipment, facilities and systems necessary to enable you to use the Products and the Services safely;
- 19.3.2 ensuring that the Products and the Services are compatible with your networks and systems;
- 19.3.3 the consequences of using the Products and the Services;
- 19.3.4 the security of data or information that you send, receive or store using the Products or the Services.
- 19.4 You must use your reasonable endeavours to ensure that no Virus is introduced into Our System.
- 19.5 You must comply with:
- 19.5.1 all applicable laws; and
- 19.5.2 Our Policies to the extent that they relate to the Services.

20 Product warranties

- 20.1 If the Supplier of a Product (other than a SIM Card) provides a warranty relating to the Product (Product Warranty), we will notify you of the Product Warranty.
- 20.2 If you consider that that any Product we supply to you is defective or is otherwise covered by a Product Warranty, you must notify us of the defect or other factors that you consider give you a right to make a Claim under the Product Warranty.
- 20.3 If you give us a notice of a warranty claim, we will use our reasonable endeavours to assist you to make a Claim under the Product Warranty in respect of the Product.
- 20.4 You are responsible for the cost of returning any Product for repair or replacement under a Product Warranty.
- 20.5 If there is a manufacturing defect with a SIM Card, we will replace the SIM Card free of charge or refund you the cost of the SIM Card.

21 Confidentiality

- 21.1 You must take all reasonable steps to ensure that you do not disclose Our Confidential Information or use it except for the purposes of this agreement.
- 21.2 Clause 22.1 does not prevent you from disclosing information:
 - 21.2.1 to your auditors or professional advisers, so long as the auditor or professional adviser concerned is under a duty not to disclose or use the information except for the purpose of performing its audit or advisory obligations;
 - 21.2.2 to a Government Agency, but you must take reasonable steps to ensure that any information so disclosed is not further disclosed except for the purposes for which it was disclosed to the Government Agency.
- 21.3 Your obligations under this clause 22.1 are not breached merely because Our Confidential Information:
 - 21.3.1 is in the public domain otherwise than as a result of a breach of an obligation of confidentiality; or
 - 21.3.2 is disclosed as required by law – so long as you:
 - (a) notify us of the matter, including the identity of the person to whom the information is to be or has been disclosed, before or (if that is not possible) as soon as practicable after the disclosure is made;
 - (b) only disclose Our Confidential Information to the extent legally required;
 - (c) use your best endeavours to ensure that the Confidential Information is not further disclosed and is not used; and
 - (d) follow any reasonable direction given by us concerning the disclosure.

22 Signatory

- 22.1 The Client warrants that the signatory is authorised to sign on its behalf.

Name: _____

Signature: _____

Date: _____

Title: _____

Company: _____

ABN: _____

Mailing address: _____

Project information: _____

Project number: _____

Task number: _____

Project manager: _____

Acceptance to be forwarded to:

Matrix Hub
4 Barton Court
Eatons Hill, QLD, 4037

Ph: 07 2111 4803
Mbl: 0419 013 731
E: info@matrixhub.com.au