

Terms & Conditions as @ 01/10/2017

General terms and payment:

1. By engaging BHSystems, with acceptance of a written or verbal quote you agree to BHSystems trading Terms & Conditions.
2. All goods and services remain the property of BHSystems until all invoice values are paid in full.
3. BHSystems reserves the right to suspend or terminate any software subscription services until all invoice values are paid in full. Software suspension also applies to any historical data access previously generated, hosted and processed via the software.
4. An \$80.00 ex GST reconnection fee applies to any software service that is terminated then requires reconnection.
5. Customers that purchase hardware are required to pay a 40% deposit prior to installation, the remaining 60% immediately by cheque or EFT (Electronic Funds Transfer) on 14 day account terms, unless notified otherwise.
6. Customers will only be given a 30 day account at the discretion of BHSystems after reliable payment terms have been shown to be approved.
7. Accounts are generated upon the completion of each job and invoiced accordingly once the system is operational.
8. A fee of 2% of invoice value may (at the discretion of BHSystems) be applied to outstanding accounts on the first day of an account being overdue. To avoid this charge, please contact us to make payment arrangements before the due date of the invoice. An initial or further 2% will be charged each 30 day period accounts are overdue. The fee will be applied cumulatively each 30 day period.
9. BHSystems reserves the right to change or alter terms and conditions at its discretion with or without notice.
10. All terms and conditions of BHSystems are intended to be a part of these terms and conditions whether included in this specific document or not.
11. BHSystems reserves the right to retract or overturn any term(s) or condition(s) for any reason whatsoever and at any time whatsoever, in any circumstances specific or otherwise should a need arise.

Recovery of goods and /or services:

12. BHSystems reserves the right to recover any goods and/or services at any time that have not been paid for in full.
13. BHSystems reserves the right to recover any communication/logger equipment that is not owned by the customer.
14. BHSystems reserves the right to terminate any subscription services that are not paid for prior to system removal.
15. All expenses associated with a failure to pay for goods and/or services and expenses associated with recovery of goods and/or services may be charged to the customer at the discretion of BHSystems.
16. The customer may also pay (at the discretion of BHSystems) the balance of any installation charges that are/were associated with the sale and/or installation of recovered goods and/or services.
17. The customer will reasonably allow BHSystems unrestricted access to any and all land, asset/s or premises required for BHSystems to recover any of its property at a reasonable time determined by BHSystems that is not limited to normal business hours.

Quotes:

18. Quotes are valid for a 30 day period from original quotation date.
19. Cost increases of equipment and/or parts between the time of the quote being issued and the job being commissioned that are > 2% of original pre GST retail value may be charged with prior notice to the client.
20. Quotes are generated in consideration of onsite conditions being commensurate to those normally encountered on rural properties in QLD/NSW/WA/NT. The final cost of goods and or services may vary if on site conditions that are encountered are not considered "normal" conditions that are encountered for this job type as determined by BHSystems. The client should request further information from BHSystems concerning the above if the client wishes further clarification in this issue
21. Where price increases experienced by BHSystems of goods and services that are required to deliver the customers' needs that are not incorporated into quotes a new quote will be issued by BHSystems only if outside of the 30 day validity period for a quote.
22. Price increases experienced by BHSystems of goods and services that are required to deliver the customers' needs may be passed to the customer if the period a quote is valid for has expired or may be incorporated into quotes re-issued due to a customers' needs being altered by the customer even during the period the original quote was/is valid for.

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Goods and Services:

23. Telemetry based data and alarm generation systems rely on complex technologies to deliver information to customers. There are a number of ways in which these technologies can stop working that result in information not being delivered to the customer in a reasonable time frame.
24. BHSystems will not be held liable or responsible for any stoppage of a telemetry and or an alarm generation services that is outside of its control or influence.
25. BHSystems will endeavour to rectify any stoppage in a timely fashion, which the customer recognises may take some time to rectify in accordance with the reason for the stoppage and BHSystems timetable of works. The client should request further information from BHSystems concerning the above if the client wishes further clarification in this issue.
20. The client extends unconditional indemnity to BHSystems in the event of equipment breakage, stoppage or any form of stoppage to goods or services of any nature or reason whatsoever. No liability of any nature whatsoever will be brought to bear against BHSystems in this regard. Clause 20 also applies to any rental or loan hardware that is supplied to the client where they don't actually have ownership title over equipment supplied.
21. Monitoring and consulting services are often reliant on the use of equipment, technologies and methodologies that are not infallible. The operation of equipment used is often dependant on site conditions, natural and non-natural environmental conditions and management actions of any person or entity involved with the location or site the services are being run in/on/for.
26. Methodologies, procedures or systems used actions taken or suggestions or recommendations have been given or designed as a result of significant research on the part of BHSystems or other entities. This basis for methodologies, procedures or systems used, actions taken or suggestions or recommendations is made in good faith. There is likely to be research or information that would make methodologies, procedures or systems used, actions taken or suggestions or recommendations made more applicable to any situation or works attempted by BHSystems for the client that have not been considered in the production of methodologies, procedures or systems used, actions taken or suggestions or recommendations.
27. BHSystems will not be held liable for any omission of relevant information or information not considered in the production of methodologies, procedures or systems used, actions taken or suggestions or recommendations made.
28. It is the responsibility of the customer to determine the suitability of any goods or services provided by BHSystems for the customers intended purpose or any other purpose whatsoever. The client should request further information from BHSystems concerning the above if the client wishes further clarification in this issue.

Usage restrictions:

29. BHSystems will not be held liable for any loss, damage or missed opportunity or otherwise of any nature whatsoever including but not limited to financial loss or lost profits or damage to property, material or immaterial, incidental or consequential arising from the data measured or generated from goods or services including but not limited to measurement and/or monitoring systems or devices or equipment or services supplied by BHSystems, nor arising from the use, supply or installation of equipment or systems, the specific equipment supplied to perform a task, or any advice given in good faith in connection with goods or services supplied by BHSystems to the extent permitted by applicable and appropriate laws.
30. The customer will utilise any goods and/or services appropriately and in good faith for the purposes required.
31. The customers use of any goods and/or services provided by BHSystems that contravenes any terms and/or conditions of BHSystems is the liability and responsibility of the customer.
32. The customer will be responsible for the service and maintenance of any goods and/or services purchased from BHSystems unless otherwise stated in writing. Any rental/loan hardware is excluded from this clause.
33. When requested, BHSystems will perform service and maintenance on any goods and/or services that were supplied by BHSystems at the request of the customer. If BHSystems is unable to perform service or maintenance on any goods these will be sent to the manufacturer for the required activities to be completed, and the customer notified as part of the process.
34. The customer will not commission any entity other than BHSystems to perform service and/ or repair on any goods, services or devices connected to any managed system managed by BHSystems without the expressed prior written consent of BHSystems.
35. If a customer wishes to disconnect any goods, services or devices from a managed system operated by BHSystems any disconnection procedures or operations will be undertaken by BHSystems at its earliest reasonable convenience. Any outstanding amounts for hardware or data services (including prorated amounts based on 12mth annual subscription service) will need to be finalised prior to systems disconnection. Any failure to pay these amounts will incur additional monthly subscription charges.
36. For the purposes of the above clauses, a managed system includes but is not limited to a telemetry network or monitoring of sample collection devices/alarm systems, subscription based internet data delivery/hosting & graphic data display packages.

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Customer grievances and refunds:

37. Should a customer be unhappy with any goods and/or services; if, by the determination of BHSystems the product and/or service is not able to fulfil the customers' requirements in part or in full as requested by the customer, the customer is entitled to a refund equal to the sum of goods or services purchased. Costs of travel, installation and any other costs that may have been or are associated with the purchase of goods and/or services are exempted from refund.
38. Any refund of goods and/or services must be brought to the attention of BHSystems within 30 days of purchase. The time of purchase for the purposes of this clause, is deemed as the invoice date (not the date payment is due) or the due date of payment of the first invoice issued (where there is more than one invoice issued for an order) in association with the goods and or services requested by the customer, whichever is earliest.

Warranty and goods and/or service termination:

39. BHSystems reserves the unconditional right to terminate supply of any goods and/or services at any time, written notice will be given to the end user/client.
40. Warranty of goods, hardware and equipment items are limited to that given by the respective manufacturer of the item/s in question.
41. Warranty of workmanship undertaken by BHSystems is warranted for a period of 12 months.
42. Where goods, hardware or equipment item/s fail under warranty the item/s in question will be replaced under warranty.
43. Any costs associated with the replacement or repair of the item is not warranted and may be charged to the client at the discretion of BHSystems, unless workmanship carried out by BHSystems is faulty.

Acceptance of terms and conditions:

44. Any ordering or purchase of goods and/or services from BHSystems is deemed as an acceptance of all terms and conditions of BHSystems with no exceptions whatsoever.
45. If the customer has any questions, grievances, concerns or otherwise regarding any or all of BHSystems terms and conditions than it is the responsibility of the customer to make all relevant enquiries to satisfy those questions, grievances, concerns or otherwise.

Payment Terms – Capital Purchase Option:

BH Systems standard payment terms are as follows:

NEW HARDWARE:

- Initial deposit of 40% of the Quoted Value is payable within 7 days of the quote acceptance being received **(deposit is required prior to installation)**
- Outstanding balance or remaining 60% - due 14days after installation is completed.
- Alternatively, customers may be given a 30 day account at the discretion of BHSystems if initial 14 day account terms are approved. Customers will only be given a 30 day account at the discretion of BHSystems after reliable payment terms have been shown to be approved.

REPAIRS & MAINTENANCE:

- 100% payment – due 14 or 30days after completion, depending on individual account terms determined.

Current Contract Rates (ex GST) - as at 01/10/2017:

- On request – see BHSystems contact details via website. www.bhsystems.com.au