

**Applied Satellite Technology Australia Pty Ltd, Trading as AST Networks (ASTN)**
**1.0 Definitions:**

In the following Terms and Conditions of Trade:

'The Company' means 'Applied Satellite Technology Australia Pty Ltd, trading as AST Networks (ASTN)'; ABN 33 065 247 412.

'Customer' means any commercial entity and its related subsidiaries, government departments or individuals who enter into agreement or contract with The Company.

'Delivery' means collections of the products from the Company's premises for the Customer, or by the agents on behalf of the Customer.

'Loss' means any loss, liability, damage, expense or cost whatsoever and includes indirect or consequential loss or damages or loss of profits.

**2.0 Statutory Warranties**

2.1 This policy does not affect Statutory Warranty or rights provided by the Competition and Consumer Act 2010 or the Fair Trading Laws of Western Australia as they apply to consumers purchasing for domestic and/or personal use.

**3.0 Payment Terms:**

3.1 All accounts are payable cash on delivery, net ten (10) business days for Direct Debit/Credit Card authority or thirty (30) days on account, as specified on the tax invoice.

3.2 An International and Foreign Currency Account Processing Fee (AUD\$30, US\$25, Euro 15) applies to any invoices to be paid by international funds transfer or in foreign currency. Customer is to pay ALL bank transfer fees.

3.3 All payments made by credit card (visa / mastercard / amex) will attract a 2% surcharge.

No administration charge will apply to airtime invoices paid by direct debit or credit card payment authority.

3.4 Where payment is not received in accordance with (3.1) above prior to all plan renewal dates, the service may be deactivated at the sole discretion of ASTN.

3.5 Where payment is not received in accordance with (3.1) above the Customer agrees that the Company shall have the right to invoice and the Customer will pay late payment fee to cover debt collection costs of \$10 per month. In addition, overdue interest amounting to 5% per month may be charged on all monies outstanding.

3.6 Should it become necessary for the Company to institute legal action for recovery of any amounts due to it by the Customer, then the Customer specifically acknowledges and agrees that it shall be liable to the Company on demand for all legal and debt recovery costs (including court costs) incurred by the Company in recovery of such amounts. The parties submit all and any disputes and legal proceedings arising out of or in connection with any contractual dispute or disagreement to the exclusive jurisdiction of the courts of Western Australia.

**4.0 Customer responsibility**

4.1 it is customers responsibility to ensure Company is always updated with change of details including updating bank/credit card details

4.2 It is the Customer's responsibility to understand and ensure conformation with the license arrangements in the country of use, including any sanctions and embargoes in place. AST Australia will accept no liability for any loss associated with unlicensed usage

**4.0 Title of Goods and Risks:**

4.1 Risk in the products purchased pass to the Customer upon delivery of the products to the Customer or their agent.

4.2 All goods shall remain the property of the Company until paid for in full and until funds are cleared. Title and interest of the products pass to the Customer only upon payment in full of the tax invoice. Failure to make the full payment on time, or within alternative time agreed upon written notice, entitles the Company to repossess the products and for that purpose also entitles the Company to enter the Customer's premises.

4.3 Any lien to which the Company may be statute or otherwise be entitled to, the Company shall, in the event of the Customer failing to pay any outstanding account by the Customer to the Company or the Customer entering into any scheme of arrangement with its creditors or going into receivership or liquidation, be entitled to a general lien on all property or products belonging to the Customer in the Company's possession for the unpaid price of any other products sold and delivered to the Customer under this or any other contract.

**5.0 Price/Price Variations:**

5.1 Prices are as specified on the Company's current price list. Prices are subject to change without notice. The Company shall endeavor to provide as much advance notice as possible of forthcoming price changes. The Company reserves the right without notice to alter the price of goods due to circumstances beyond its control including but not limited to taxes, duties, freight charges, exchange rate fluctuations and increases in cost of labor or materials.

5.2 Installation time quoted is for actual 'work time', it does not include time spent on induction or delays due to hot works etc.

5.3 Regardless of any issue with alerts/notifications the customer is responsible for usage and associated charges across the services.

5.4 The Company reserves the right to charge a fee to unlock or unrestrict device/s for use with other suppliers' SIM cards.

**6.0 Goods and Services Tax (GST):**

6.1 All prices are subject to GST. GST will be charged unless exemption documentation is provided or delivery outside Australia occurs

**7.0 Freight and Delivery:**

7.1 All delivery is ex-Perth unless otherwise stated. Freight will be arranged by the Company with the Company's preferred carriers unless stipulated by the Customer.

7.2 Dates and times quoted for delivery and/or installation of products, or the provision of services, are estimates only and the Company shall not be liable for any loss or damage arising as a result of anything whatsoever which is beyond the Company's direct or indirect control.

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- 7.3 Risk of loss or damages to the products will pass to the Customer on and from the delivery time.
- 7.4 The Customer shall not be relieved of any obligation to pay for products or services by reason of any delay in delivery dispatch or performance.
- 8.0 **Sanctions**
- 8.1 ASTN complies with trade restrictions in the form of Embargoes and Sanctions around the world, as such ASTN reserves the right, not to supply goods and services where it believes may be used in sanctioned areas. These countries and areas may vary from time to time, and ASTN will consult with the customer in the event it believes supply is intended for such country/area.
- 9.0 **Return of Goods**
- 9.1 Returns, for any reason, can only be made under the following conditions:
- 9.2 With prior authorisation from the Company.
- 9.2 Unless the goods are in original saleable condition and with original packaging.
- 9.3 Goods returned (including those held as consignment stock) may be subject to a 15% restocking fee if not returned in 'as new' original saleable form.
- 9.4 Authorised return freight will be the responsibility of the Customer. It is the responsibility of the Customer to ensure the products are packed in sound condition for delivery. The Company does not accept any responsibility of loss or damages incurred during transit.
- 9.5 When goods are returned for credit (after prior authorisation from the Company) Customer's account will be credited for the agreed amount for future purchases and/or work carried out. A restocking fee of 15% may apply. No cash refunds will be given.
- 9.6 Products returned for credit must satisfy 9.1 and 9.2 and be returned within seven (7) days from date of invoice. Customer must agree to 9.5.
- 9.7 Goods returned for servicing / repairs:  
An ASTN RMA Form (QF07) needs to be completed and the Customer will be notified when goods are ready for collection. The Customer acknowledges that goods that are ready for collection but are not collected within 30 days of notification may be sold or disposed of.
- 9.8 Special Orders:  
A non-return and non-refundable policy operates on items requested by Customers to be bought in for them which are non-standard stock items or Special Orders.
- 10.0 **Warranty:**
- 10.1 Manufacturer warranties apply to all products unless expressly agreed by written notices or specific warranty statements accompanying the products at point of sale. Valid 'Proof of Purchase' and other documentations, subject to the type of product, must be provided with the returned products.
- 10.2 It is entirely at the discretion of the Company to either replace or repair the faulty products.
- 10.3 When Warranty work is carried out outside Perth (WA) metropolitan area travel expenses and accommodation is not covered by warranty and are to be paid for by the Customer.
- 10.4 Customer acknowledges that it has not relied upon any statement by the Company in respect of the Customer's purpose for utilisation of the purchased product/s or services and that the Company is not responsible or liable for the failure of the product/s to perform the purposes required by the Customer.
- 10.5 Except for the express warranties set forth herein, neither party makes any representations or grants any warranties, express or implied, either in fact or by operation of law, by statute or otherwise, and each party specifically disclaims any other warranties, whether written or oral or express or implied, including any warranty of quality, merchantability or fitness for a particular use or purpose or any warranty as to the validity of any patents or the non-infringement of any intellectual property rights of third parties.
- 11.0 **Indemnity & Liability**
- 11.1 Notwithstanding any other provision, neither party shall be liable to the other for any consequential losses.
- 11.2 ASTN will not be responsible and will not accept any liquidated damages or provisions that can be construed as liquidated damages.
- 12.0 **Disputes**
- 12.1 The parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with the present contract in accordance with the Mediation/Arbitration in accordance with courts of Western Australia
- 12.2 Each party's right to replacement or damages are the exclusive remedies in connection to breach of this agreement.
- 13.0 **Waiver:**
- 13.1 Failure by the Company to insist upon strict performance of any terms or conditions herein shall not be deemed a waiver of any rights the Company may have, or a waiver of any subsequent breach of any Policy or Conditions of Trade.
- 13.2 Company Supplied Systems:  
The Company may supply access to systems that contain data that is specific to each customer. It is the sole responsibility of the customer that any login or access details provided are maintained accordingly and updated regularly.  
The Company will hold no responsibility or liability for any customer information that is accessed by unauthorised persons due to inappropriate maintenance of access privileges provided to the customer. This includes but is not limited to, loss/theft of login information, login password not being changed on a regular basis, unauthorised access of customer systems that are used to access Company Supplied Systems and access by former customer employees.
- 14.0 In addition to this Policy and Conditions of Trade where airtime services are contracted ASTN's Airtime Terms and Condition (ACTA01) also apply.