

By accepting delivery pursuant to an order placed with Gyross Pty Limited ("Gyross") the buyer accepts these terms and conditions contained herein.

1. Delivery

All efforts are made to meet delivery schedules but subject to clause 10 hereof Gyross cannot accept any liability whatsoever for failure to meet a delivery date.

2. Shortages and Damage in Transit

Gyross must be notified within three working days of receipt of goods, or in the case of non-delivery immediately an invoice is received, otherwise subject to clause 10 hereof no liability can be accepted.

3. Back orders

Goods not in stock at time of order placed will automatically be placed on backorder unless otherwise requested by the Customer.

4. Cancellation of Order

Gyross will not accept any cancellation of orders. In the event Gyross agrees to a cancellable order prior to the order being placed Gyross is to be compensated for the cost of cancellation.

5. Payment

Payment terms are shown on the invoice. If compliance of terms is not adhered to all future orders will be by COD post or pre-paid and existing discounts will not apply. If an account is referred to a Debt Collection Agency all costs incurred in collecting overdue amounts shall be payable by the customer.

6. Title of Goods and Services

Goods remain the property of Gyross until payment in full has been received by Gyross.

7. Warranty

All products supplied except where otherwise stated in writing, carry a **three (3) year warranty** and consumable goods (such as batteries, light bulbs, thermal paper, and printer ribbons) have a Ninety (90) day warranty. All warranty periods are from Gyross date of sale. Gyross's obligations and Customer's sole rights under any warranty expressly provided by Gyross or mandatorily imposed under a statutory provision are limited to:

- a) In the case of goods, any one or more of the following at Gyross' discretion:
 - i) The replacement of the goods or the supply of equivalent goods;
 - ii) The repair of the goods
 - iii) The payment of the cost of replacing the goods or acquiring equivalent goods;
- b) In the case of services:
 - i) The supplying of the services again; or
 - ii) The payment of the cost of having the services supplied again.

8. Year 2000 Compliance

Gyross does not offer any warranty in respect of Year 2000 compliance of any product supplied directly or indirectly by Gyross. All year 2000 warranties are those passed on from the manufacturer as stated in the manufacturer's Year 2000 product statements.

9. Warranty Returns

Before returning goods under warranty, authorisation must first be obtained by contacting Gyross. The goods must be returned within the warranty period from date of sale, accompanied with proof of purchase and details of defect. The customer will pay cost of freight to and from Gyross.

10. Liability

- A. Gyross will not be responsible for compatibility of goods supplied as per directions of third party manufacturers or suppliers or at Customer's request
- B. Gyross shall not be liable in any circumstances whatsoever for any loss or damage howsoever caused, whether in contract or in tort, including but not limited to loss or damage caused by the negligence of Gyross, its employees, servants or agents relating to the manufacture of any goods or the supply of any goods or services, advice or information, subject to clause 10 hereof.
- C. Subject to the provisions herein, Gyross' maximum liability to Customers for any cause whatsoever will be for direct damages only and no liability is accepted for inappropriate use of goods.
- D. The exemptions and limitations in these Terms shall apply whether or not loss or damage is caused by negligence or actions constituting fundamental breach of contract.

These provisions are subject to and shall not derogate from any mandatory statutory provisions to the contrary

11. Customer's Statutory Rights

NOTWITHSTANDING THE PROVISIONS HEREOF THEY SHALL BE READ SUBJECT TO ANY IMPLIED TERMS, CONDITIONS OR WARRANTIES IMPOSED BY THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER COMMONWEALTH OR STATE LEGISLATION INSOFAR AS SUCH LEGISLATION MAY BE APPLICABLE AND PREVENTS EITHER EXPRESSLY OR IMPLIEDLY THE EXCLUSION OR MODIFICATION OF ANY SUCH TERM, CONDITION OR WARRANTY

12. General Provisions

These Terms supersede any preprinted terms on Customer's orders and any previous oral communications or representations by either party related to the goods or services.