

Hardware Condition and service

Returns

Written permission must be received from jjeatsonline to return of any product. Returned items are subject to fifteen percent (10%) restocking charge. In addition the Buyer is responsible for arranging shipment and paying all freight, duties, or other charges associated with returning the product to jjeatsonline

Entire Agreement

- (a) This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement.
- (b) There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- (c) This Agreement may be modified in writing and for any such modification to be effective, the modification must be signed by both the seller and the purchaser.
- (d) This Agreement cannot be cancelled or terminated except in accordance with its terms.
- (e) Any brochures and marketing material that may have been provided to the purchaser does not form part of this Agreement

Goods and Services Tax & Prices

- (a) For the purpose of this Agreement, the following words have the attributed meanings:
 - (i) "GST" means any tax on goods, services and other supplies, including any value-added tax, broad-based consumption tax or other similar tax introduced in Australia.
 - (ii) "GST Exclusive Value" means the GST exclusive value as calculated in accordance with the GST Law.
 - (iii) "GST Law" includes any Act, order, ruling or regulation that imposes or otherwise deals with the administration or imposition of a GST in Australia, including A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (b) Where a GST is payable in connection with any supply made by either party to the other under this Agreement:
 - (i) the party making the supply is or will be registered under GST Law at the time the supply is made by that party; and
 - (ii) a tax invoice (as that term is defined in the GST Law) in connection with the supply has been rendered by the supplier to the recipient of the supply.

(c) The consideration payable or to be provided for that supply will be increased by an amount equal to the GST liability properly incurred by the party making the supply.

(d) All invoiced amounts and amounts expressed in this Agreement are expressed as being inclusive of GST.

Warranty, Disclaimer of Warranties & Agreed Liability

(a) The seller represents and warrants that it has the right to sell the Equipment as provided in this Agreement and that purchaser shall be entitled to quietly hold and possess the Equipment, and seller will not interfere with that right as long as the purchaser pays the Rent in a timely manner and performs all other obligations under this Agreement.

(b) The seller warrants that the Equipment is in good operating order and condition as at the commencement date of this Agreement.

(c) Upon delivery of the Equipment, it is the obligation of the purchaser to inspect the Equipment and satisfy itself that it is in good operating order and condition.

(d) The purchaser acknowledges that the seller has no control over the operation of any external conditions or any other equipment or machine used along with the Equipment.

(e) The purchaser must rely upon its own judgment both as to the quality and condition of the Equipment and its fitness and suitability for any particular purpose as well as the performance of services provided by third parties.

(f) No warranties are given by the seller to the purchaser in relation to the Equipment or any services other than those implied by law.

(g) Subject to additional condition 13(h) below, the liability of either party to the other for any breach of this Agreement, or for any negligent act or omission, or otherwise arising in any other way out of the subject matter of this Agreement and the use of the Equipment, will not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the party bringing the claim has advised the other of the possibility of those losses or if they were within the other party's contemplation.

(h) To the extent permitted by law, the entire liability of the seller to the purchaser, whether in contract, tort or otherwise, shall be limited to the total of the amount actually paid to seller at the date the claim arose.

(i) The seller shall not be liable to the purchaser for any breach of its obligations under this Agreement, in tort, contract or otherwise, if such breach is caused by circumstances beyond its reasonable control.

(j) The express undertakings and warranties given by the seller in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute,

common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

(k) The seller warrants the equipment as fit for the purposes as a point of sale system. Therein the primary function is to document sale transactions at the point of sale.

(l) In the event of a hardware failure, the faulty product should be returned to the supplier under RTB (Return to Base) warranty which in this case is jjeatsonline

Installation Hours

(a) jjeatsonline standard hours of Installation and Training are Monday to Friday from 9.30am to 4.30pm excluding public holidays. Any Installation or Training which occurs outside of these hours is subject to additional fees which are charged in a minimum of 2 hour blocks at the ruling rate at the time of implementation.

Travel and other Costs.

(a) Any costs associated with travel, accommodation and meals shall be invoiced to the Buyer separately and payable within 14 days.

Logos

(a) The purchaser grants jjeatsonline permission to use all logos (appropriately trademarked) and images displayed on its company website in their marketing and promotional material.

Notices

(a) The purchaser must advise the seller if the purchaser changes its bank account or credit card details, or the purchaser's business, postal or email address, or if the purchaser believes that there is any information that the seller should be aware of about the Les purchaser's ability to comply with this Agreement.

(b) The seller can give the purchaser notice by delivering it to the purchaser personally or leaving it at, or sending it by post, facsimile or email to the purchaser's business, postal or email address last known to the seller. An email notice shall be valid if not returned.

(c) A certificate signed by one of the seller's authorised officers is adequate proof of the facts stated in it relating to this Agreement and rights and obligations arising under it in the absence of manifest error.