



ABN : 71 128 650 322

NetBiz Enterprises Pty Ltd t/as PlayerStay ("the supplier") and the party requesting the service or purchasing goods from the supplier ("the customer") agree as follows:

1. Any quotation by the supplier automatically expires after 30 days, unless within 30 days, accepted verbally or in writing and a deposit paid. Unless otherwise stated in the suppliers' price list, prices are exclusive of GST.
2. No cancellation or variation after acceptance of order will be effective unless agreed to in writing by the supplier.
3. A quoted price accepted within 30 days will apply to quoted services or goods ordered within 60 days of the quote date. Services and or goods ordered after that time may be subject to price changes at the suppliers' discretion.
4. The supplier may charge for shipment packaging provided by the supplier.
5. Unless credit has been provided to the customer, the customer must pay the total amount payable for the services and goods inclusive of GST to the supplier without deduction upon delivery, collection or completion of the service. The supplier may require a deposit (up to 50% of the invoiced price) on placement of the order. The supplier may require the total amount payable for the services or goods inclusive of GST, prior to ordering or shipment of the goods to the customer.
6. The customer warrants that the persons' signatures appearing on the credit account application form (if applicable) are duly authorised by the customer to apply for credit and execute the credit account application form on behalf of the customer.
7. Allowance to the customer of time to pay, will not constitute a waiver by the supplier of any of these terms nor be construed as the supplier granting credit facilities to the customer.
8. The supplier may charge and the customer will pay interest on all amounts not paid by the due date(s) at the rate of 12% per annum. Interest will be calculated daily and may be capitalised monthly until full payment is received.
9. If the supplier grants credit facilities to the customer, all accounts must be paid in full within 14 days of the supplier's invoice date or as per the covering application. Each supply of service or goods and the related invoice is a separate contract incorporating these terms.
10. The supplier may at any time and without notice terminate any credit arrangement with the customer.
11. The customer must immediately notify the supplier of any pending changes in address.
12. Title in the goods will not pass to the customer until the total amount payable inclusive of GST is paid in full. Risk in the goods will pass to the customer immediately upon the earlier of delivery or collection.
13. Goods may incorporate charges from time to time made by the manufacturer or supplier due to changes in manufacturing or software.
14. The supplier will in no way be liable for any claim or cost resulting from non delivery or delayed delivery or from any fault in the goods beyond the supplier's control. The customer will indemnify the supplier therefrom.
15. If the customer has not fully paid for the goods but sells or otherwise disposes of them whether in the same form as supplied or incorporated into other goods or upon which work has been done or otherwise, the sale proceeds or monies received in respect of disposal or the amount attributable to the goods will immediately upon receipt by the customer be paid into a separate bank account conducted solely for that purpose and into which no other monies will be paid. Those proceeds or monies will be held by the customer as trustee for the supplier until actually paid to the supplier.
16. Except as required by law, the supplier gives no guarantee in relation to the goods other than as expressly stated in these terms and the supplier will have no liability at all for any consequential loss, injury, damage or expense suffered or incurred directly or indirectly by the customer or any of the customer's agents or employees or any other person using the goods provided by the supplier.
17. The supplier will not in any circumstance whatever or however be liable for any consequential damage, loss, injury or prejudice resulting directly or indirectly from any non delivery, delay in delivery or any strike, stoppage or industrial action directly or indirectly affecting the availability of goods.
18. Any variation of these terms must be in writing and signed by the supplier.
19. If any provision of these standard terms of trade is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from these standard terms of trade.
20. Any notice, invoice or document to be given to the customer shall be sufficiently given if posted by ordinary prepaid post or faxed to the customer at the customer's last known address or facsimile number and shall be deemed to have been received by the customer in the ordinary course of post or on receipt by the supplier of a successful transmission answerback.
21. To the extent permitted by law, NetBiz Enterprises, its employees and agents is not responsible whatsoever for personal injury, damage to property or any other loss from the services or goods supplied.

Collection costs and administration fees associated with the recovery of outstanding or overdue accounts.

I/We acknowledge that in the event that this account becomes overdue and falls outside of these trading terms that NetBiz Enterprises will impose an administration fee equivalent to 20% of the total invoice amount payable and at its discretion, reserves the right to refer the account to a Mercantile Agency for collection of the total overdue amount. This acknowledgement is not limited to other recovery costs associated with the repossession and resale of goods and gazetted professional legal fees if so required (full indemnity basis) will be borne by the customer and be deemed the liability of the customer to pay under these terms.

1. I/We agree that NetBiz Enterprises may seek consumer credit information (section 18K(1)(b). Privacy Act 1998)

If NetBiz Enterprises considers it relevant to assessing my/our application for credit we agree to NetBiz Enterprises obtaining from a credit reporting agency, a credit report containing personal credit information about me/us in relation to credit provided by NetBiz Enterprises.

2. Exchanging information with other credit providers (section 18N(1)(b). Privacy Act 1998)

I/We agree to NetBiz Enterprises obtaining personal information about me/us from other credit providers whose names I/we may have provided to NetBiz Enterprises or that may be named in a credit report for the purpose of assessing my/our application for credit to NetBiz Enterprises.

Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (section 18K(1)(b) Privacy Act 1998)

I have read and understand the above Terms of Trade.

Signed : _____ Name : _____ Date : ____/____/____

Signed : _____ Name : _____ Date : ____/____/____