

## VISUAL FOCUS STANDARD TERMS AND CONDITIONS

**Visual Focus** means Digital Jungle Pty Ltd trading as Visual Focus (ACN 139 752 855), its subsidiaries and other related entities.

1. Application
  - 1.1. All goods and services supplied by Visual Focus are supplied subject to these terms and conditions.
  - 1.2. These terms may be varied only subject to any written agreement by Visual Focus to modify the same, signed by Visual Focus.
  - 1.3. Visual Focus reserves the right to accept any order in whole or in part.
2. Financial Terms and Credit Application
  - 2.1. All invoices are to be paid within 14 days from the date of the Invoice, unless otherwise agreed.
  - 2.2. Our preferred payment method is by Electronic Funds Transfer (EFT) or credit card. Mastercard and Visa are accepted.
  - 2.3. Any claims arising from an invoice must be made within 7 working days.
  - 2.4. An account application is requested for approval by Visual Focus prior to credit being offered. By submitting an account application, you authorise Visual Focus to make inquiries into the business/trade references you supply and for Visual Focus to obtain a credit report with personal information about your capacity to meet the terms of the credit agreement.
  - 2.5. Where the client has no credit history with Visual Focus, a deposit is required prior to ordering Products or the commencement of Works. Partial or Progress payments will be invoiced as work is completed, particularly where extended timelines for Projects requires multiple visits.
  - 2.6. Any credit extended to the Client may be reduced or refused, should Visual Focus at its reasonable discretion, determine the applicants financial situation or ability to pay is impaired.
  - 2.7. If for any reason, Visual Focus is unable to provide all Products, Visual Focus shall be entitled to a pro-rata payment of the amount invoiced for Products supplied.
3. Quotations
  - 3.1. To accept a Quote, please confirm in writing (by an authorised signatory or an official Purchase Order) via email or similar to approve the scope of works proposed in its entirety and signify acceptance of Visual Focus Standard Terms & Conditions in full.
  - 3.2. All prices are current at the time the quote is prepared and is valid until the date specified, usually a maximum 30 days. Prices are reviewable at the date of the Clients order. All quotes are not a contractual offer, and accordingly, Visual Focus may vary or withdraw a Quotation at its discretion.
  - 3.3. Where a new or updated quote is requested, prices are subject to change without notice. Pricing and availability are subject to change without notice, according to changes beyond our control.
  - 3.4. Should any Quotation be accepted by the Client and subsequently cancelled, a penalty may apply commensurate with the expenses already incurred by Visual Focus.
  - 3.5. Variations to the scope of any Order or Quotation, as outlined in the labour description and comments, shall be charged as a Variation and invoiced at Visual Focus standard rates.
  - 3.6. Final invoices will be issued upon practical completion of your project, where your AV equipment or system as a whole is proven by Visual Focus to be operational and fit for purpose. Further commissioning or training or any defect rectification may occur after this date.
  - 3.7. Installation labour costing assumes easy trade access to the worksite during installation times for the duration of the project, with minimal interruption. If project delays impact with significant or ongoing cost to Visual Focus, variation charges will be levied relative to this impact. On-site trade vehicle parking will be necessary and is assumed unless otherwise agreed and stated in writing.
  - 3.8. Labour rates are based on installation occurring during Visual Focus installation hours of Monday to Friday 0800 – 1700 unless otherwise stated. Visual Focus normal business hours are between Monday to Friday 8.30am to 5.00pm.
  - 3.9. All care is taken at the time of quoting, to assess and scope the suitability of your facilities for the AV installation. However, Visual Focus cannot be held responsible for the structural integrity of your building or the discovery of construction materials such as asbestos and the like. Please be aware that any structural works or asbestos management required will be discussed with you and the revised scope will incur a variation charge. This applies even if the required variation becomes evident only after installation, due to unforeseen circumstances.
  - 3.10. Likewise, occasionally obstructions to cable paths or other hardware installation will only become evident after the commencement of work, at which point we will discuss the best course of action with you. In this case, labour will be charged as an additional labour variation to the original labour quoted.
  - 3.11. Bulky or heavy items or products being shipped to remote locations may incur additional freight charges.
  - 3.12. All quotations inclusive of audio-visual design elements contains intellectual property. The detail of Visual Focus quotes and scoping is shared with you to provide sufficient understanding of the solution. Visual Focus quotations are private and intended for the recipient only, as quotes contain confidential information not to be shared with other parties including Visual Focus competitor companies.
  - 3.13. Each project quotation should be viewed in its entirety. We cannot guarantee the outcome of your solution if individual components are not supplied by Visual Focus, or if only part of the total solution is selected.
  - 3.14. Errors and Omissions Excepted.
  - 3.15. Unless otherwise specified, itemised quotation prices are shown net of GST with totals showing GST component applicable. Quotations will detail any other applicable duties or charges imposed by any government or statutory authorities.



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## 4. Ownership and Risk

- 4.1. Ownership of the Products only passes to the Client when the Client pays all sums owing to Visual Focus.
- 4.2. Visual Focus reserves the right to include Products on the Commonwealth PPSR (Register).
- 4.3. Risk in the Products passes to the Client either:-
  - a) on collection of the Products by the Client from Visual Focus premises;
  - b) or, where the Products are delivered to or installed for the Client, on arrival at the Client's premises.

## 5. Exclusions and Inclusions

- 5.1. Visual Focus assumes there is structural integrity in the infrastructure/building to support the integration of the audio-visual equipment specified. Where additional structural support and/or reinforcing are required, this may be the responsibility of others, unless stated in the quotation.
- 5.2. Unless clearly stated otherwise, Visual Focus has made no allowance for any electrical or network data points in the quotation. Visual Focus can arrange these services for other trades through contractors, where and if required or can work with contractors of other trades arranged by the Client.
- 5.3. Visual Focus has qualified cablers on team, that work to industry standards including technical distance limits for USB and HDMI cabling. Cable runs between equipment and wall input plates will generally be a maximum 7.5m cable length, unless otherwise designed in the scope of works. Should a location further than 7.5m be required, Visual Focus shall quote for suitable cabling/signal extending equipment.
- 5.4. All cable runs are estimated to be direct in nature and not bound by structured cabling routes. In wall and/or via conduit systems will be used for cable runs as per scope of works. No allowance has been made for painting or refinishing of surfaces.
- 5.5. Unless otherwise specified, Visual Focus has made no allowance for cutting of cable entry holes in desks or tables. Visual Focus prefers this work is done by, and in coordination with, a Joinery trade.
- 5.6. It is Visual Focus understanding that all equipment noted as 'existing' or 'Client Supplied' is working and functional. Any costs relating to remediating, repairing or replacing existing equipment if found to be non-functional shall be treated as a variation to the scope of works.
- 5.7. Visual Focus quotes will factor in any Client or site manager requirement for on-site induction and compliance requirements of no more than 30 minutes duration at the start of job on day one. Variations required by the Client will be charged at standard labour rates.
- 5.8. Visual Focus can provide a standard Safe Work Method Statements (SWMS) and WHS Management Plans, as required.
- 5.9. Visual Focus recommends audio-visual components are powered on a common earth, and wherever possible, the same RCD protected electrical circuit to prevent issues such as hums, banding, dropouts or interference.
- 5.10. The Client should ensure a laptop/PC with all applicable drivers and software is provided at installation completion and/or for arranged training sessions where technicians will confirm testing and commissioning with your computer equipment.

## 6. Certification and Warranty

- 6.1. Warranty for equipment supplied shall be covered by each Product's Manufacturer's Warranty policy, subject to Australian Consumer Law.
- 6.2. Visual Focus provides a limited on-site warranty service covering installed equipment requiring assessment or troubleshooting, specialist access, labour and equipment fault diagnosis within the first month following completion of installation.
- 6.3. All installation workmanship is covered by the Visual Focus 12-month Warranty and includes new cabling, terminations, brackets, wall plates and the like.
- 6.4. Visual Focus supplies some Products without installation. Any Products found to be damaged or defective, or which are not otherwise in accordance with the Client's order, may be returned to Visual Focus within 7 days of delivery, at no cost to the Client.
- 6.5. Any returned Products will only be accepted provided that:
  - a) the Client returns the Products with a copy of the invoice within 7 days of delivery.
  - b) the Products are in their original packaging and packaging is in new condition, the Products are a current make and model and are otherwise as new and in a saleable condition;
  - c) All returns are on the basis that risk in the Products remains with the Client until the Products are received by Visual Focus.
- 6.6. Visual Focus Service Level and Maintenance Agreements are available and designed to support your AV system providing regular on-site services, technical support and equipment or programming updates. Services are provided during normal business hours. Outside of hours responses at overtime call-out rates can be incorporated into service agreements where a Client business requires critical response to faults.
- 6.7. The Client rights as a "consumer" under the Trade Practices Act 1974 (and/or any equivalent state Fair Trading legislation) ("The Act") are not excluded, restricted or modified by anything herein.

## 7. Indemnity

- 7.1. The Client will indemnify and save harmless Visual Focus from and against any expense, claim, loss or damage arising from any loss or damage incurred by Visual Focus because of any breach by the Client of any of these Terms and Conditions or to Visual Focus' equipment or to property to person which occurs due to any act or omission by the Client.
- 7.2. The failure by Visual Focus to exercise, or any delay in exercising, any right, power or privilege available to it under these terms and conditions will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right or power.
- 7.3. Any agreement between the parties is subject to the non-exclusive jurisdiction of the Courts of Queensland and the Commonwealth of Australia.

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