

Terms and Conditions

These “**General Terms**” are the terms and conditions on which we provide (or will provide) Goods and/or Services to you unless we both expressly agreed other terms apply.

Parties

“**Rocket Online**”, “**we**”, “**us**”, “**our**” means Rocket Online Pty Ltd (ACN 672 902 626).

“**You**” or “**your**” means you as the customer in the agreement between you and us that is formed as described below.

1 Agreement

1.1 We must supply the Goods and/or Services to you in accordance with and as specified in an Agreement.

1.2 An Agreement between you and us comprises:

- (a) our Quotation (including any documents attached thereto);
- (b) these General Terms; and
- (c) any documents issued with, attached to, or referred to in these General Conditions (other than the documents referred to in clauses 1.2(a) and 1.2(b) above),

and to the extent of any inconsistency between the above documents, their interpretation will follow the above order of precedence.

1.3 An Agreement is formed between you and us on the earliest of the occurrence of the following:

- (a) if you order Goods and/or Services through our website or portal;
- (b) if you provide us with written acceptance of our Quotation, either in writing, orally or by issuing a Purchase Order to us;
- (c) at your request, we begin to supply the Goods and/or Services; or
- (d) it is otherwise agreed between you and us that these General Terms will apply to any provision of Goods and/or Services to you,

and will remain in force, for the Term of the Agreement.

1.4 The Agreement constitutes the entire agreement between us and you in respect of the supply of the Goods and/or Services. The terms and conditions set out in any Purchase Order (or other document) issued by you to us, either before, on, or after the date of an Agreement, or the date of any of the documents comprising an Agreement (in accordance with clause 1.2 above), are of no force or effect.

2 Supply of Goods and/or Services

2.1 We will supply the Goods and/or Services to you as set out in an Agreement. Any amendment to the Agreement must be in writing and signed by both parties.

- 2.2 We will use reasonable efforts to meet any agreed timings for delivery of the Goods or completion of the Services. You agree that our ability to do this depends on you promptly providing us information, participating in reviewing material we have produced and giving us the inputs we need and have requested from you.
- 2.3 We will comply with your reasonable and pre-agreed on-site policies and procedures where applicable to the Services. We may increase our charges where any policy and/or procedure causes us to incur additional costs but will seek to discuss and agree these with you in advance.
- 2.4 We will use reasonable efforts to deliver each of the Goods on the delivery date and at the location specified in the relevant Agreement. If you have bought Goods through our website or portal, we will deliver the Goods to your nominated shipping address. You must take possession of the Goods at the time we (or a third party nominated by us) deliver them to you. You agree that we may deliver the Goods by instalment where we consider it necessary to do so.
- 2.5 If a delivery date is specified in the relevant Agreement for any Goods, but there is a delay for any reason of which we are aware, we will let you know and work with you to ensure delivery of the Goods as soon as is reasonably possible. We are not liable to you or any other party for any Loss due to delay under any circumstances.
- 2.6 You must pay our reasonable storage and other costs until you accept the Goods, if:
- (a) we store the Goods for you (or on your behalf);
 - (b) you order Goods but not do wish for them to be delivered within a reasonable time frame after the date of your order; and/or
 - (c) you do not accept those Goods on the delivery date (or, if no delivery date is supplied, within a reasonable time after delivery).

3 Risk, Responsibility and Title

- 3.1 Risk in and responsibility for the Goods we supply to you will pass to you on delivery, but title will not pass to you until you have fully paid us for the Goods.
- 3.2 Until title to the relevant Goods passes from us to you for any Goods we deliver to you, you are deemed to be acting as our bailee for the Goods.
- 3.3 Once we confirm an order, return of any of the Goods and any refund or credit is at our reasonable discretion, unless we deem there to be a fault or delivery error.

4 Services

- 4.1 Where we agree to provide Services, we will perform the Services with due care and skill. Any proposed assigned personnel will have the necessary expertise and experience to properly perform the Services.
- 4.2 If you are not a consumer under applicable law, you are solely responsible for ensuring that the Services and any deliverables meet your needs and requirements.
- 4.3 You agree to promptly review any Services or deliverables provided, and where they do not materially meet the requirements specified in the Purchase Order or otherwise in writing between us, we may at our option either for any part of the Services or deliverables:
- (a) replace or re-perform that part at no additional cost to you; or
 - (b) refund to you an appropriate portion of the charges paid for that part.

5 Charges and payment

- 5.1 You will pay us the charges for the Goods and/or Services set out in the invoice or other similar document we issue to you, without set off or deduction.
- 5.2 Payment must be made as set out in any Agreement between you and is and if not, strictly within 14 days following the invoice date.
- 5.3 The charges payable by you will include any extra amount required for any GST and any other similar taxes, duties, and levies payable for the supply of the Goods and/or Services as at the invoice date (where applicable).
- 5.4 You agree that from time to time, we may receive (and keep) commissions, volume rebates, discounts or other payments from our suppliers and partners which relate to aggregate sales across all of our customers and not just the Goods and Services we supply to you.
- 5.5 We may alter our standard rates or prices making up the charges without notice from time to time for future orders. Despite this, any rates set out in a Quotation issued by us are fixed for the term set out in the relevant Quotation.
- 5.6 Where you genuinely dispute a charge, you must notify us promptly and we will both discuss the issue to try and resolve it. You must pay any non-disputed portion of the charges as and when due.
- 5.7 Where you have not paid us when due, we may charge you interest on the outstanding charges due (at a rate equivalent to our applicable bank overdraft rate plus 3%) and stop providing you with the Goods and/or Services until you have fully paid us.
- 5.8 If, following receipt of a written notice from us, you have not made payment within the time specified in the relevant notice, we may terminate this Agreement, on written notice, effective immediately.

6 Confidential information

- 6.1 We both may only use each other's Confidential Information for the proper performance of our respective obligations under the Agreement. Each of us must (and ensure our Personnel) keep the other's Confidential Information secure in accordance with usual security practices.
- 6.2 Subject to clause 6.3 below, each of us must not disclose (and ensure our respective Personnel do not disclose) each other's Confidential Information, except as required for the proper performance of the recipient's respective obligations under the Agreement in which case, it must only be disclosed to those authorised to receive it on a confidential basis.
- 6.3 The prohibition on disclosure of Confidential information (as set out in 6.1 and 6.2 above) does not apply to the extent the disclosure is required by law or as part of listing requirements, is disclosed to a professional advisor of you or us, or where the Confidential Information was lawfully or publicly available, independently created or obtained from a third party (without breach of an obligation of confidence).
- 6.4 Each of us will inform the other as soon as possible upon becoming aware or suspecting that there has been any unauthorised disclosure of the other party's Confidential Information
- 6.5 At the end of any Agreement or if requested earlier, you and we will destroy the other's Confidential Information, and all copies of it (other than that information held in automated logs or required to be retained for audit or regulatory purposes).
- 6.6 Where any information is personal information obtained under or in connection with these General Terms, we must both comply with all applicable privacy or data protection laws.

- 6.7 We will use all reasonable efforts to ensure the information you provide will be collected, held and used securely (to the same standards we use for our own confidential and personal data), and only for the purpose for which it was collected.

7 Limitation of liability

- 7.1 Notwithstanding any other provision of this Agreement, under no circumstances are we liable to you or any Related Company to you or any person claiming through you, for any:
- (a) indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities; or
 - (b) loss of profits, business interruption, loss of revenue, economic loss, loss of goodwill, loss of opportunity, expectation loss or loss of production,
- which may be suffered or incurred by any person, including in respect of the Goods and/or Services or otherwise in connection with this Agreement.
- 7.2 To the maximum extent permitted by law and subject to clause 7.3 below, our total aggregate liability to you arising directly or indirectly from an Agreement is limited to the charges paid by you under the Agreement for any Goods and/or Services ordered.
- 7.3 You must take reasonable steps to mitigate any loss or damage arising from or in relation to an Agreement.
- 7.4 Unless you are a “Consumer” as defined by applicable law, all implied warranties, conditions and guarantees are expressly excluded, including as to the quality, state or condition of any Goods or Services or their appearance, quality, content or fitness for any particular purpose (including the United Nations Convention on Contracts for the International Sale of Goods 1980 and the Contracts and Commercial Law Act 2017).
- 7.5 This section 7.5 only applies where you are a Consumer. Where there is any non-major failure or defect in any Goods or Services, we will choose to repair, resupply or replace them, or pay for the repair, resupply or replacement, or instead give you a credit or refund. We will do this in a reasonable time, or you may cancel and get a refund for any unused portion. Where there is any major failure or defect in any Goods or Services, then you can choose to cancel the Goods or Services and get a refund for any unused portion or have us resupply or replace them.
- 7.6 To the extent the law and any relevant third-party terms allow, we will pass through to you or hold for your benefit, all manufacturer’s warranties for any third party manufactured Goods.
- 7.7 Neither party is liable to the other for any delay or failure to perform any obligations under an Agreement where the delay or failure is caused by a Force Majeure Event. This does not apply to your obligation to pay charges under an Agreement with us.

8 Term and termination

- 8.1 Each Agreement between us starts on the date specified or otherwise when the Agreement is formed and continues until the earlier of the date the Agreement is terminated in accordance with its terms or the Goods and/or Services have been provided and all costs payable to us have been received from you in full (**Term**).
- 8.2 Either of us may terminate an Agreement:
- (a) if the other party is in breach of an Agreement, the breach is capable of remedy and, within 14 days of receiving written notice of the breach, the other party has not remedied the breach;

- (b) immediately on written notice if the other party is in breach of these General Terms and the breach cannot be remedied; or
 - (c) immediately by giving written notice if the other party suffers an Insolvency Event.
- 8.3 For any Goods, unless any of the circumstances in clause 8.2 apply (or we otherwise agree in writing), an order from you cannot be otherwise cancelled or terminated.
- 8.4 Where an Agreement is terminated for any reason, you must pay us the following in accordance with clause 5.2:
 - (a) any fixed or sunk costs (including committed third party costs, set-up costs and redundancy costs or any deferred transition-in costs or upfront investments we made) that we will or have incurred in respect of the Goods and/or Services; and
 - (b) all money owing to us under the relevant Agreement up to the date the Agreement is terminated (which includes any notice period), including charges for Goods and/or Services provided or expenses incurred, but which have not been invoiced.
- 8.5 Where an Agreement is terminated pursuant to and in accordance with clause 5.8 or 8.2 of these General Terms, you must, if requested by us, return to us, at your cost, the Goods which have not been paid for by you in full or alternatively, make the Goods available for collection by us at our nominated location, at your sole cost.

9 General

- 9.1 No delay or failure by either of us to exercise a right or remedy constitutes a waiver or variation of any such right or remedy.
- 9.2 If part or all of any provision of an Agreement is illegal or unenforceable, that provision will be interpreted as needed to ensure it is not illegal or unenforceable. If that is not possible, the provision (or part of it) will be severed from the Agreement and the remaining provisions continue in full force and effect.
- 9.3 We may vary these General Terms from time to time on our website. Any variation only applies to any future Goods or Services under new Agreements incorporating those amended terms.
- 9.4 Neither party will make or authorise any public announcement or public disclosure regarding the business relationship between the parties or an Agreement without the prior written consent of the other party.
- 9.5 You may not subcontract, assign or novate the performance of all or any of your obligations under an Agreement unless we have provided our prior written consent (consent not to be unreasonably withheld or delayed).
- 9.6 The laws of Western Australia govern these General Terms, all Agreements, and all transactions between you and us arising out of the supply of Goods or Services by us to you. We both submit to the non-exclusive jurisdiction of Western Australia and the Courts which hear appeals from them.

10 Definitions

In these General Terms, the following terms have the following meaning (unless the context requires something different):

“Agreement” means the agreement between you and us that is formed in one of the ways described in these General Terms.

“Business Day” means Monday to Friday inclusive, excluding public holidays in Western Australia.

“Confidential Information” means any information in any form, made known or available, or provided, by a party to the other party and/or its Personnel which relates to the disclosing party’s business, affairs or activities which is developed or derived from such information including:

- (a) the existence and terms of this Agreement;
- (b) all corporate and financing information, manuals, inventions, trade secrets, ideas, concepts, operation methodology, information source, business and marketing plans, discoveries, plans and models, whether in writing or not, and all other information relating to the disclosing party and its our affairs or business, operations, customers, sales, marketing or promotion (whether patentable or not); and
- (c) any information which, by its nature or the circumstances surrounding its disclosure, is or could reasonably be expected by the disclosing party to be regarded as confidential.

“Force Majeure Event” means in relation to one of us, any of the following which is outside the reasonable control of the affected party and cannot reasonably be overcome by the exercise of due skill and diligence:

- (a) an act of God;
- (b) an act of public enemy or declared or undeclared war or threat of war;
- (c) a terrorist act, sabotage, blockade, revolution, riot, insurrection, civil commotion, strike (other than a strike of that party’s workers) or public demonstration (other than one caused by that party);
- (d) earthquake, fire, explosion, flood, storm or other adverse event;
- (e) unpredictable or unpreventable delays in delivery of materials, equipment or services necessary for the compliance by that party with any obligations under this Agreement;
- (f) governmental action, restraint, direction or embargo;
- (g) epidemic or pandemic disease, quarantine, movement restrictions or other government or state intervention;
- (h) any fault, failure or interruption in any utility, or the telecommunications network supplying telecommunications services;
- (i) any cyber operation or event where reasonable grounds exist to attribute the operation or event to a state, state actors or individuals sponsored or tacitly encouraged by any state, against either us or you (this includes a disruption, denial, unauthorised access, theft, vandalism or other damage, locking up or encryption, of any data or systems); or
- (j) any other event or circumstance beyond the reasonable control of that party.

“Goods” means all hardware, related equipment, products, Software and all other goods or property which we supply (or will supply) to you, as described in an Agreement, and includes all deliverables provided under the Services.

“Insolvency Event” means any of the following events (whether actual or threatened) in any jurisdiction:

- (a) a party's insolvency, winding up, dissolution, entry into an arrangement with creditors or reorganisation (except for purposes of amalgamation, or solvent reconstruction on terms previously approved by the other party);
- (b) a receiver, liquidator or administrator is appointed over the assets of a party;
- (c) a party suspends payment of its debts or is unable to pay its debts when they fall due;
- (d) a creditor or encumbrancer of a party attaches or takes possession of (or other such process) the whole or any part of a party's assets; or
- (e) any analogous event to the above.

"Loss" means a loss, claim, action, damage, liability, cost, charge, expense, penalty, compensation, fine or outgoing suffered, paid or incurred.

"Party" means either you or us as the context requires.

"Quotation" means any written quote or other document issued by us to you setting out the Goods and/or Services offered by us to you, together with the applicable charges.

"Related Company" means a "related body corporate" as defined in the *Corporations Act 2001* (Cth), read as if the expression includes any body corporate and any company incorporated under the laws of Australia.

"Services" means all services which we supply (or will supply) to you, as described in an Agreement and includes any Goods provided as part of the agreed Services.

"Software" means all system software, application software, software tools and software utilities which we supply (or will supply) to you as described in an Agreement, and includes any software provided as part of a Good or Service.

Last review: 12 August 2024.