

Industry Trading Pty Ltd ATF Industry Trading Unit Trust

4 Ford St
 HUNTINGWOOD NSW 2148
 AUSTRALIA
 ABN 84 675 175 616

INVOICE TO

NAME: MyService Solutions, Inc DBA SourcePlus - Mac to School
ADDRESS: 1530 Montague Expressway
 SAN JOSE CA 95131
 USA

Invoice Date
 31 Jan 2021
Invoice Number
 SOR01087
Reference
 PO: SP76150

DESCRIPTION	QTY	UNIT PRICE	AMOUNT USD
Apple MacBook Air 13" A1466 - Core i5 1.8Ghz, 8GB, 128GB, AC, Grade A LANDED: DDP	300.00	580.00	174,000.00
SUBTOTAL			174,000.00
TAX			0.00
TOTAL USD			174,000.00
Total Net Payments USD			0.00
Amount Due USD			174,000.00

PAYMENT TERMS: PAYMENT UPFRONT – IN FULL, FREE AND CLEAR OF BANK CHARGES TO: EFT DETAILS – USD PAYMENTS ONLY (IF PAYING IN OTHER CURRENCIES – CONTACT INDUSTRY TRADING FOR THOSE ACCOUNT DETAILS)

Bank: Commonwealth Bank of Australia
Bank Address: 48 Martin Place, Sydney NSW 2000
Account Name: Industry Trading
BSB: 062 000
Account Number: 1557 4249
Swift Code: CTBAAU2S
Reference: **DO NOT CONVERT**

This invoice is subject to Industry Trading Pty Ltd ATF Industry Trading Unit Trust’s Standard Terms and Conditions of Sale as attached to this invoice (“Terms”) which provide (among other thing and without limitation) that except where otherwise stated on this invoice, Assets (as defined in the Terms) have been tested for key functions, are sold in “used” condition, and in Industry Trading’s opinion are R2/ready for resale (R2 - responsible recycling). The Terms may also be viewed at <http://industrytrading.com.au/sale-terms-and-conditions>.

“Payment Upfront” means **full payment within seven (7) days** of the date of this invoice and constitutes the “Payment Date” as defined in Industry Trading Pty Ltd ATF Industry Trading Unit Trust’s Sale Terms and Conditions. In the event of payment default by Customer, Industry Trading Pty Ltd ATF Industry Trading Unit Trust reserves all of its rights, including its right to **immediately terminate** the sale of any and all goods under this invoice.

Standard terms and conditions of sale (“Terms”)

1. Definitions

“Invoice” means the written invoice sent from Seller to Customer accepting a Purchase Order.

“Assets” means any products or services (if applicable) supplied to Customer by Seller.

“Customer” means the person, business, company or other entity that is the purchaser of the Assets.

“Delivery Address” means the address for delivery of Assets nominated in an Invoice.

“Delivery Date” means the date for delivery of Assets by Seller to Customer as detailed in an Invoice.

“Force Majeure” means an event which includes without limitation any acts of God, war, riots, strikes, lock outs, trade disputes, fires, break downs, mechanical failures, interruptions of transport, Government action or any other cause whatsoever, whether or not of a like nature to those specified above, outside the reasonable control of Seller.

“ITAUS” means Industry Trading Pty Ltd ATF Industry Trading Unit Trust.

“ITUSA” means Industry Trading USA LLC.

“ITSG” means Industry Trading Pte Ltd

“Payment Date” means the date by which the Purchase Price must be paid by Customer as detailed in an Invoice.

“Purchase Order” means any order or request from Customer to Seller whether orally or in writing for the purchase of Assets from Seller.

“Purchase Price” means the price to be paid by Customer to purchase the Assets as detailed in an Invoice.

“Seller” means ITAUS, ITUSA or ITSG as the case may be and as detailed in an Invoice.

2. General

a. The Terms and each Invoice constitute the entire agreement (“Contract”) in relation to the Seller’s supply of Assets to Customer under that Invoice and supersede all prior understandings, arrangements and agreements between Seller and Customer.

b. For the avoidance of doubt, none of the terms and conditions contained in any document or other instrument supplied by or on behalf of Customer shall apply to or form part of Contract, except and to the extent otherwise agreed in writing by Seller.

c. Purchase Orders are subject to acceptance by Seller in writing and no Contract between Seller and Customer comes into existence until Seller has accepted a Purchase Order by way of issuing an Invoice to Customer.

d. Seller may revise or amend the Terms (“Revised Terms”) at any time and by any of the following: giving Customer notice by mail or e-mail; or by posting Revised Terms on Seller’s public website. By continuing to place Purchase Orders, Customer agrees that any and all resulting Contracts will be governed by the Revised Terms.

e. Except where otherwise stated on an Invoice, Assets are sold in “used” condition, and are in Industry Trading’s opinion are “R2: Ready for Resale”.

3. Purchase price

a. Customer will pay the Purchase Price to Seller on or before the Payment Date in full and cleared funds.

b. In the event that Customer does not make payment of the Purchase Price by Payment Date, Supplier at its sole discretion may:

- i. Refuse to deliver the Assets to Customer until payment of the Purchase Price is made; and/or
- ii. Refuse to make further supplies to Customer under Contract or any other Contract, agreement or arrangement with the Customer; and/or
- iii. Terminate Contract, or any other Contract, agreement or arrangement without notice.

4. Delivery

a. Where an Invoice provides for delivery of the Assets to the Delivery Address by Seller or Seller’s agent, all packing, shipping and transportation costs including in-transit insurance will be borne by Seller unless otherwise expressly stated in the Invoice.

b. Delivery Date is an estimate only and Seller will not be liable for any loss, damage or delay suffered or incurred by Customer or any other party arising from delivery of Assets after Delivery Date or non-delivery of the Assets.

5. No other representation or warranty

a. Other than the 30-Day Warranty contained in clause 5(e), Seller makes no representation or warranty in relation to, without limitation, the design or condition of the Assets, their merchantability or fitness, capacity or durability for any particular purpose, quality of the material or workmanship, non-infringement of any patent, trademark, copyright or other intellectual property.

b. Customer agrees and acknowledges that where the Assets are second hand and/or used, that Customer purchases the Assets “as is” subject to all faults and defects and that Customer shall have no recourse of any kind against Seller in relation to any faults or defects in the Assets (including under subclause 2(e) of the Terms which is given without warranty).

c. Customer agrees and acknowledges that Seller has entered into this agreement in reliance on this clause 5 and hereby waives, releases and discharges Seller from any claim, action, loss, damage, cost or expense whatsoever in connection with the Assets and shall indemnify Seller against the same including as may be implied by any law.

d. This clause 5 shall survive termination of Contract and any transaction contemplated by Contract. Seller shall not be liable to Customer for indirect, special, consequential or incidental damages or any loss of profits of any nature arising in connection with Contract or any transaction contemplated by Contract.

e. Seller warrants to Customer that the Assets supplied to Customer match in quantity and condition the Assets described by Seller under the Contract (“30-Day Warranty”). Customer has the period of thirty (30) days (“30-Day Period”) from the date risk in the Assets passes to Customer (as such risk is provided for in clause 7) to raise any issues with the quantity and/or condition of the Assets supplied (“Asset Issues”). Should Customer not raise any Asset Issues during the 30-Day Period, Customer is deemed to have confirmed to Seller that no Asset Issues exist. Where Asset Issues are raised during the 30-Day Period, Customer will promptly comply with any requests made by Seller for further information regarding the Assets and/or Asset Issues and/or provide Seller (including Seller’s agents) with access to the Assets. Seller will then make a final determination as to the merits of the Asset Issues and whether Seller should:

- i. Replace any Assets; and/or

- ii. Reimburse any monies paid by Customer under Contract to account for Asset Issues.

6. Title

a. Legal and beneficial title in the Assets supplied by Seller to Customer will not pass to Customer and will remain the absolute property of Seller until such time as Seller has received in full (cash or cleared funds) all sums due in respect of the Purchase Price and any other monies due and owing to Seller under Contract.

7. Risk

a. Assets supplied by Seller to Customer under Contract will be at Customer’s risk immediately upon:

- i. Delivery of the Assets to the Delivery Address, Customer, Customer’s agent or otherwise into the Customer’s custody or control; or
- ii. Collection of the Assets from Seller by Customer or Customer’s agent, including but not limited to Customer’s nominated carrier.

8. Import/export restrictions

a. Customer acknowledges that the Assets may be subject to the import/export control laws and regulations of the country or state in which the Delivery Address is located, or any other location at which Customer or its agent receives or otherwise takes custody or control of the Assets.

b. Customer agrees to abide by all applicable import/export control laws and regulations.

c. Customer understands that applicable requirements or restrictions may vary depending on the Assets and may change over time and that, to determine the precise controls applicable to the Assets it may be necessary to refer to relevant laws and regulations.

d. Customer indemnifies Seller upon demand (and without any set-off, deduction or withholding) for any loss Seller suffers and all costs (including legal costs on a full indemnity basis), charges, taxes, penalties, levies and expenses Seller incurs as a direct or indirect result of Customer failing to comply with all relevant laws relating to the export or import of the Assets to or from any jurisdiction.

9. Force majeure

a. Seller will not be under any liability whatsoever for the consequences of any failure on its part to perform or delay in performing any obligation under Contract where such failure or delay is due directly or indirectly to any event of Force Majeure.

b. If there is an event of force majeure, Seller will notify Customer of the event and the likely impact on its performance of Contract. If the event affects the capacity of Seller to complete its material obligations under Contract in a timely manner, Seller may by notice to Customer terminate Contract without any liability whatsoever on its part arising from such termination.

c. Customer’s payment obligations under Contract are not affected by events of Force Majeure.

10. Cancellation

a. Customer cannot cancel a Contract or Invoice unless agreed in writing by Seller.

11. Taxes

a. Customer will be responsible for and shall pay, and reimburse Seller on demand for, all taxes, fees levies, imposts, duties, withholdings or other charges imposed by taxing authorities by reason of sale and delivery of Assets under Contract or entry into Contract.

b. Without limiting the foregoing in this clause 11, Seller will charge and Customer agrees to pay Goods and Services Tax (GST) on those products that attract GST at the applicable rate.

12. Liability

a. To the extent permitted by law, Seller will not be liable to Customer or any other person under any circumstances for any loss of use, profit, revenue, interest, goodwill or data, or for any injury or death to any person, or for any indirect, incidental or consequential damages sustained or incurred by Customer, whether such liability arises directly or indirectly as a result of:

- i. any negligent act or omission or wilful misconduct of Seller or its employees or agents;
- ii. the supply, performance or use of any Assets; or
- iii. any breach by Seller of its obligations under Contract.

13. Notices

a. Any notice to be given to Customer shall be deemed to be given upon its being posted or sent by facsimile or email to Customer’s last known address, facsimile number or email address. Notice will be deemed to be effective upon receipt by Customer or three days from the date of posting or sending, whichever occurs first.

14. Sub-contract

a. Seller at its sole discretion may sub-contract the performance of Contract or part thereof to any other third party as Seller may at its sole discretion determine.

15. Proper Law and Jurisdiction

a. Seller and Customer agree that the Contract shall be governed by and construed in accordance with the laws of the place specified in this clause 15 (“the Place”) and that the courts of the Place and courts of appeal therefrom shall have non-exclusive jurisdiction to hear and decide any disputes arising from or relating to Contract:

- i. Where the Seller is ITAUS, the Place shall be the state of New South Wales, Australia.
- ii. Where the Seller is ITUSA, the Place shall be the state of California, United States of America.
- iii. Where the Seller is ITSG, the Place shall be Singapore.

16. Miscellaneous

a. Customer acknowledges and agrees it shall obtain no title to or right in relation to any software or other licensed products (“Products”) attached to or forming part of the Assets and such Products shall at all times remain the property of their rightful owner. Prior to the legal use of any such Products, Customer must obtain permission to do so from the owner of the Products and Seller shall have no liability to Customer in relation to the Customer’s use of the Products.

b. If the Assets contain any features not specified in Contract, Customer grants to Seller, at Seller’s option and expense, the right to remove those features.

c. Any provision of the Terms which is invalid, illegal or unenforceable will be read down to the extent necessary or severed from the Terms, and the remaining provisions of the Terms will continue unaffected and remain in force.