



Apple Pty Ltd

Incorporated in New South Wales A.C.N.002 510 054 A.B.N.46 002 510 054

PO Box A2629, Sydney South, NSW 1235

Telephone: 133 622 Fax: (02) 9261 1040

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of Your

TAX INVOICE

Reference No.  
Reference Date

AA24306812  
17/06/19

Carrier  
Ship Date  
Waybill No.  
Salesperson  
Contact

IMS\_JOBS

Sold To Customer

Angus Dobb  
Bulli Rural Fire Service NSW  
8 Dumbrell Rd  
BULLI NSW 2516  
AUSTRALIA

Ship To Customer

902812  
Angus Dobb  
Apple Miranda  
Westfield Miranda  
600 Kingsway  
MIRANDA NSW 2228  
AUSTRALIA

Customer No.	Purchase Order No.	Sales Order No.	Terms			Date Ordered				
902812	0432851108	2891440122	Credit Card			17/06/19	*Terms & Conditions on last page.			
Product No.	Product Description & Serial No.s		Quantity Ordered	Qty on B/Order	Quantity Shipped	Value Per Unit (Excl. GST)	Extended Value (Excl. GST)	GST%	GST	Price (Incl. GST)
MR6N2X/A	IPAD WI-FI CELLULAR 32GB SPAC  Weborder Number: W558764120		2	0	2	517.00	1,034.00	10.00	103.40	1,137.40
Special Instructions							1,034.00		103.40	1,137.40
							Total Value (Excl.GST)		Total GST	Total Price (Incl. GST)

# TERMS AND CONDITIONS OF SALE

**SCOPE.** If Customer has agreed, either electronically or via a signed purchase agreement with Apple to terms and conditions applicable to this sale of product, then those terms and conditions shall apply to this sale of product. If no such current agreement with Apple exists, then the terms and conditions contained herein ("Terms & Conditions of Sale") shall apply to all quotations made and contracts of sale entered into between Apple and Customer, irrespective of whether Customer accepts these Terms & Conditions of Sale by a written acknowledgement, by implication, or by acceptance of goods hereunder.

Any term or condition on any order or other document submitted by Customer shall be of no force or effect whatsoever and Apple specifically rejects any different or additional terms and conditions proposed by Customer.

Products may not be purchased for export, either directly or indirectly.

**PRICE.** Prices shall be the price in effect on the date the Customer's order is shipped by Apple. Apple reserves the right to accept or decline any order, in whole or in part. Prices include standard freight and insurance using an Apple selected carrier.

**TAXES.** All applicable sales and/or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer.

**TITLE AND DELIVERY.** To the extent permitted by law, title and risk shall pass as follows:

(a) For Products shipped in all but the last week of every Apple fiscal quarter, title and risk of loss will pass to Customer upon shipment from Apple's shipping location. For such Products shipped pursuant to Apple's standard practices, Apple will replace Products returned due to damage in transit or that is lost in transit. For Products shipped in the last week of every Apple fiscal quarter during the term of this Agreement, title and risk of loss will pass to Customer upon shipment from Apples shipping location. For such Products shipped pursuant to Apples standard practices, Apple will not replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide third-party insurance for damaged or lost Products with Customer named as the loss payee.

(b) Apple will use reasonable efforts to ship according to Customers request but will not be responsible or liable for any failure to do so or any failure to meet a proposed delivery date. Should orders for product(s) exceed Apples available inventory, Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability. Any claims by Customer for shortages or incorrectly supplied products must be filed by Customer with Apple within five (5) days of receipt of the products.

**PAYMENT.** (a) All orders shall be prepaid by Customer, unless credit is first extended by Apple.

(b) If credit is extended by Apple, Customer shall be invoiced upon shipment of product and Customer shall pay each invoice no later than THIRTY (30) DAYS from the date of invoice. Apple reserves the right to change credit terms at any time, for any reason, without prior notice. Time of payment is of the essence. All payments shall be in the currency identified on the face of this document. If Customer becomes insolvent, or bankruptcy or other debtors relief proceedings are instituted by or against Customer, or Customer makes an assignment for the benefit of its creditors or is unable to meet its obligations as they come due, any such event shall be deemed a material default hereunder, entitling Apple to cease performance under this order and to avail itself of all legal and equitable remedies it may have against Customer.

**DEFAULTS.** In the event of any default by Customer, Apple may decline to make further shipments without in any way affecting its rights under this order. The due date of all Apple invoices shall be accelerated so that they become due and payable immediately, even if longer terms had been provided previously. If, despite any default by Customer, Apple elects to continue to make shipments, Apples action shall not constitute a waiver of any default by Customer or in any way affect Apples legal remedies as a result of any such default.

**SOFTWARE RIGHTS.** (a) Customer acknowledges that products often contain not only hardware but also software. Software may be provided on separate media, such as CD-ROM or may be included within the hardware. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and be protected by patents. Customer, as an end user, is licensed to use any software contained in such product(s), subject to the terms of the license accompanying the product, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

(b) Unless Customer has obtained Apples prior written consent, Customer, in addition to any obligations or restrictions set forth in any license which may accompany a product, shall not copy the software, except to backup or for archival purposes, and Customer shall promptly affix to any such copy the same proprietary and copyright notices as were affixed to the original. Customer shall not disassemble, decompile, reverse engineer, copy, modify, prepare derivative works thereof, or otherwise change any of the software or its form.

**LIMITATION OF LIABILITY.** IN NO EVENT SHALL APPLE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST BUSINESS PROFITS OR REVENUE. DIRECT DAMAGES SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE LESSER OF A) THE AMOUNT ON THE FACE OF THIS INVOICE OR, B) \$100,000. This limitation is a critical element of the parties bargained-for consideration and will be effective even if Apple is informed in advance of the possibility of such damages.

**AUSTRALIAN CONSUMER LAW.** Our goods come with guarantees that cannot be excluded under Australian consumer law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

**ASSIGNMENT.** Customer shall not assign this order, or any interest therein, or any rights hereunder without the prior written consent of Apple.

**GOVERNING LAW.** The validity, construction, and performance of these Terms & Conditions of Sale shall be governed by and construed in accordance with the laws of the jurisdiction of the Apple entity shown on the face of this document, and any dispute, resolution, or proceeding with respect to these Terms & Conditions of Sale shall take place solely in that jurisdiction. In the event that any provision of these Terms & Conditions of Sale is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Terms & Conditions of Sale shall remain in full force and effect and construed so as to best effectuate the intention of the parties. Customer expressly agrees that venue within this district is proper and voluntarily submits to the jurisdiction of the courts within the same.

**MODIFICATIONS.** No attempted addition to, deletion from, or modification of any of the provisions of these Terms & Conditions of Sale shall be binding on either party unless it is in writing and signed by an authorized representative of both parties. Apples failure to object to any term or condition contained in any communication from Customer shall not be deemed a waiver of any provision herein. Any waiver by either party of any provision of these Terms & Conditions of Sale shall not be deemed to be a waiver of any other provision, or a continuing waiver, but shall apply solely to the instance to which the waiver is directed.

**ENTIRE AGREEMENT.** These Terms & Conditions of Sale contain all the agreements, warranties, understandings, conditions, covenants, and representations made between Customer and Apple. Neither Customer or Apple shall be liable for any agreements, warranties, understandings, conditions, covenants, or representations that are not expressly set forth in these Terms & Conditions of Sale.