

**Customer Policy:** Please note the following terms and conditions of sale and/or business:-

**General**

JF means **James (Jim) Ferguson** of  
139 Pullen Rd, Everton Park Qld 4053,  
P.O. Box 6426, Mitchelton Qld 4053.  
Phone: 0418 742 007  
email: jim@emptyjimbo.com  
ABN 31 191 624 893

**Payment Terms**

The following forms of payment are accepted:

- (1) Cash, or Bank or Company Cheque
- (2) VISA or Mastercard
- (3) Direct Bank Deposit into-

*Bank Details: Suncorp Bank  
Branch No: 484-799  
Account No: 041122721*

**Credit Terms**

JF does not offer credit - all quotes, invoices and transactions are either Payment With Order (for Goods) or Net Upon Invoice. Where these terms are not possible, both parties, prior to delivery, must expressly agree as to what firm arrangement shall be applied. In cases where such payment is not made, JF reserves the right to apply a service charge of 2% per month, calculated on a daily basis, on any outstanding balance for so long as such exists. A \$30.00 fee applies to any dishonoured payments. Dishonoured payments may result in any previous payment arrangement being cancelled. The customer agrees to reimburse JF for any debt collection (and legal fees) incurred by JF in recovering any money not paid by the due date.

Any product(s) provided to the customer on an evaluation basis must be returned in saleable condition within the agreed evaluation period. Any such products not returned within the agreed evaluation period will be deemed to be sold and will become due for payment immediately.

**Title**

Title of goods shall not pass to the customer until payment in full has been received by JF and there is no money owing to JF by the customer whatsoever, or the customer sells and delivers the goods to a third party. Until such payment is made, JF may take possession of its property and the customer irrevocably authorises JF, their officers, servants or agents to enter the customer's premises, or any premises occupied by the customer, where the goods are located, to repossess the goods and inspect the customer's records. JF is not liable for any damage or injury caused to premises or goods in removing or retaking the goods under this clause and the customer indemnifies JF against any claim made by any third party in respect of such damage.

**Prices**

The purchase price of JF products/services is as per JF's most recent published price list at the time JF dispatches those products &/or services. JF will use their best endeavours to keep their customers informed of the current prices for JF products/services and notify any changes or variations to its current price list. However, JF may alter any prices without prior notice.

**Goods & Services Tax**

From July 1, 2000 all transactions are subject to 10% GST and where applicable, the prescribed withholding tax shall be deducted from payments unless the customer quotes a relevant ABN. JF is registered for GST.

**Stock Items**

All products are subject to availability and prior sale. Where a quoted product is unavailable, JF reserves the right to supply an equivalent product.

Should the substitute product represent more than thirty per cent of the total order value, JF shall confirm the customer's approval before supplying same.

**Freight & Insurance**

All prices quoted in any published price list or quotation do not include freight or insurance costs. The onus lies with the customer to nominate a desired courier to provide these services. Customers who do not have an account with any courier may nominate to use JF's courier. A minimum freight charge of \$20.00 (COD) for goods weighing up to 20kgs will apply to customers who are within the Brisbane Metropolitan Region (NB. Insurance is not included). Customers choosing to nominate JF's courier must indicate this clearly on the purchase order. Payment for freight must also be included with payment for goods purchased.

**Warranty**

JF operates in full compliance with Australian Consumer Law. Where JF only supplies products, the customer is responsible for ensuring that the goods ordered are suitable for the customer's purpose and can be interfaced with the customer's existing equipment (if any) and JF shall not be liable for any loss or damage resulting from incorrect or unsuitable installation. All third-party Software products are covered by a manufacturer's warranty and cover defective media only. Our own software is protected by full ninety-day warranty against errors in code only. All products purchased from JF are covered by their manufacturer's warranty. JF will give warranty service only to customers who have purchased the goods directly from JF and does not bear any service obligations towards customers who may have purchased the goods through other channels. The customer cannot claim warranty service if the customer's account with JF is not cleared in accordance with credit terms set out in this document. JF reserves the right to withhold warranty service whilst the customer has any monies outstanding for payment to JF.

To make a warranty claim on any products, please contact JF on Ph: (0418 742 007) to obtain a Return Authorisation Number, detailing the date supplied, the product description and a description of the fault.

Services performed by JF are warranted to be free of defect or failure for a period of three months. In the case of photographic and digital services provided by JF, while every endeavour will be taken to ensure that the resulting images and content will be of a professional standard, all work will be deemed as having been supplied to the best quality available.

Where a defect or failure does occur, JF's liability is limited only to the rectification of such defect (if possible) and does not extend to include any subsequent loss, failure or disruption to business.

**Stock Returns**

JF may but is not obliged to accept the return of goods that are correctly ordered and correctly supplied. No goods will be accepted for return without prior written authorisation and shipping instructions obtained from JF.

Software cannot be accepted for credit, unless it is expressly supplied on a "sale or exchange" basis. Where licence keys have been activated, such software cannot be returned for credit.

Freight and handling charges will be to the customer's account. Goods returned will be subjected to test and evaluation by JF with the amount of credit, if any, subject to JF's assessment and recommendations.

Goods returned must be in a resaleable condition and remain in the original packaging. If JF accepts any return, the customer will pay to JF, or JF will deduct from any refund, a handling charge of up to

20% of the full purchase price of the products returned.

In the event that the customer considers that JF's goods were delivered incorrectly or with defects or damage, the customer must notify details in writing, quoting the JF invoice number within three (3) days of receipt of goods. Should the customer fail to notify JF of any incorrect delivery within three (3) days of receipt of goods, it is agreed and regarded that the goods were delivered and received correctly and in good order. JF will not accept the return of any goods without a Return Authority Number (RA Number).

**Trade Marks & Copyright**

JF does not authorise any customer to use JF's or other manufacturers' trademarks, names or associated materials. To use such trademarks, names or associated materials, written approval must be given by the respective trademark owners. Copyright shall remain vested in the author/creator at all times unless otherwise transferred. All original works produced by JF shall remain the property of JF and copyright protected unless explicitly transferred.

All third-party software supplied is genuine licensed and include all media, manuals, etc. as applicable.

**Confidentiality**

Both JF and the customer agree and covenant not to disclose or permit the disclosure of any information concerning the products, services or business affairs of the other party, and agree that these are trade secrets and are strictly confidential under the Privacy Act 1988.

JF freely offers to sign non-disclosure and/or non-circumvention agreements as part of any consultancy agreement negotiated.

**Personal and Holistic Services**

The customer agrees with the premises that "to cure" someone is to remove the cause of their illness, while "to heal" is to change their illness into that which is more manageable. JF makes no representations or guarantees as to the success or otherwise of his efforts to help people in their own management of their illness through teaching meditation and self-healing methods or the application of those methods. They are done solely out of compassion and universal love for all sentient beings everywhere and his wish that all beings be freed of all forms of suffering entirely.

**Entire Agreement**

This policy contains the arrangement between JF and its customers and supersedes all previous negotiations, agreements and commitments. Where a consultancy agreement is negotiated between JF and any third parties, this Customer Policy shall be incorporated as irrevocable conditions precedent to such agreement.

**Non Waiver**

The waiver of one default will not constitute a waiver of any subsequent default of the same or different kind. Failure or delay in exercising any right will not be a waiver of that right.

JF will not be liable for any loss, damage or injury to persons or to the property of the customer or any other person arising out of the use or possession of any JF products and or services sold by or delivered to the customer. No other warranty is expressed or implied as to the quality or fitness of the products for any particular purpose or otherwise.

**Disputed Accounts**

Should a dispute ever arise regarding the account, all items not in the dispute on the account remain due and payable within the terms agreed upon from the date of the invoice. All other terms set out above remain enforceable.

*Customer Policy as at 01 July 2020  
James Ferguson - Jim*