

Retrac General Terms of Trade

1. Definitions

In these Terms:

- Client means the entity purchasing Goods or Services from Retrac.
- Goods means any hardware, equipment, or physical products supplied by Retrac.
- Services means managed services, cloud services, cybersecurity services, consulting, project work, and any other services provided by Retrac.
- Agreement means these Terms together with any applicable Service Agreement, Order Agreement, Quote, or Statement of Work.
- Quote means a written quotation or proposal issued by Retrac.
- Retrac means Retrac Business Solutions Pty Ltd (ABN 12 132 048 438).

2. Application of Terms

- 2.1 These Terms apply to all Goods and Services supplied by Retrac unless expressly varied in writing.
- 2.2 Where a Service Agreement or Order Agreement applies (including managed services agreements), those documents take precedence to the extent of any inconsistency.
- 2.3 The order of precedence is:
 - 2.3.1 Service / Order Agreement
 - 2.3.2 Quote or proposal
 - 2.3.3 These General Terms of Trade

3. Quotations & Engagement

- 3.1 Quotes are valid for 30 days unless stated otherwise.
- 3.2 Services outside the scope of an accepted Quote or Agreement may be quoted separately or billed at Retrac's standard rates.
- 3.3 Acceptance of a Quote constitutes acceptance of these Terms.

4. Fees & Payment

- 4.1 Fees are as set out in the relevant Quote or Agreement.
- 4.2 Unless otherwise agreed:
 - 4.2.1 Invoices are payable within 14 days of issue.
 - 4.2.2 Retrac may require prepayment for hardware, projects, or new clients.
- 4.3 Retrac may suspend Services for overdue invoices after reasonable notice.
- 4.4 Interest may be charged on overdue amounts at a rate of 1.5% per month, calculated daily.
- 4.5 The Client is responsible for all reasonable recovery costs incurred by Retrac.

5. Goods, Delivery & Ownership

- 5.1 Delivery dates are estimates only.
- 5.2 Title to Goods remains with Retrac until payment is received in full.
- 5.3 Risk in Goods passes to the Client upon delivery.

6 Third-Party Products & Platforms

- 6.1 Many Services rely on third-party platforms (including Microsoft and other vendors) that are outside Retrac's control.
- 6.2 Retrac is not responsible for outages, changes, or failures caused by third-party provider
- 6.3 The Client agrees to comply with all applicable third-party terms.

7 Internet Service Provider (ISP) Services

- 7.1 Retrac may arrange, resell, or support internet connectivity and related services supplied by third-party Internet Service Providers, including Encoo.
- 7.2 ISP services are provided subject to the relevant provider's own service agreement, acceptable use policy, and terms and conditions, which apply directly between the Client and the ISP.
- 7.3 Retrac does not control the ISP network and is not responsible for internet outages, performance issues, latency, congestion, or service interruptions caused by the ISP or external factors.
- 7.4 Any service levels, fault restoration targets, or credits applicable to ISP services are governed solely by the ISP's agreement, not by these Terms or any Retrac service agreement.
- 7.5 Retrac's role in relation to ISP services may include ordering, coordination, billing assistance, or escalation support, but this does not make Retrac the provider of the underlying internet service.

8 Microsoft Azure & Cloud Consumption Services

- 8.1 Where Retrac supplies, manages, or facilitates access to Microsoft Azure or other consumption-based cloud services, those services are provided subject to Microsoft's own customer agreement, pricing model, and usage terms.
- 8.2 Azure services are usage-based and variable. Charges may fluctuate based on factors including (but not limited to) resource consumption, configuration changes, data transfer, security services, backups, and third-party integrations.
- 8.3 The Client acknowledges that Retrac does not control Microsoft's pricing, metering, or billing calculations and is not responsible for cost increases resulting from:
 - 8.3.1 Increased usage or consumption
 - 8.3.2 Changes to workloads, configurations, or security posture
 - 8.3.3 Actions taken by the Client or authorised users
 - 8.3.4 Microsoft price changes or policy updates
- 8.4 Unless expressly agreed in writing, Retrac does not guarantee or cap Azure spend and is not liable for cost overruns, unexpected charges, or budget exceedances.
- 8.5 Where requested, Retrac may assist with:
 - 8.5.1 Cost visibility and reporting
 - 8.5.2 Budget alerts or recommendations
 - 8.5.3 Architecture or configuration advice to help manage costsSuch assistance is advisory in nature and does not transfer responsibility for Azure consumption or charges from the Client to Retrac.
- 8.6 The Client remains responsible for reviewing Azure usage, approving workloads, and paying all Azure charges incurred under its subscription or tenant.

9 Cybersecurity (General)

- 9.1 Retrac may provide cybersecurity services designed to assist in reducing cyber risk; however, the Client acknowledges that no cybersecurity measures can guarantee the prevention of all cyber incidents.
- 9.2 Unless expressly agreed in writing in a specific Service or Order Agreement, Retrac:

- 9.2.1 does not warrant or guarantee that cyber incidents will be prevented;
and
- 9.2.2 is not responsible for losses arising from cyber incidents, including those caused by malicious actors, user actions, or third-party platforms.
- 9.3 The Client remains responsible for:
 - 9.3.1 its own data, systems, users, and internal controls;
 - 9.3.2 determining its cyber risk appetite; and
 - 9.3.3 maintaining backups, business continuity arrangements, and any insurance it considers appropriate.
- 9.4 Any incident response, remediation, or recovery assistance provided by Retrac is limited to the scope of Services expressly agreed in writing and may be subject to additional fees.
- 9.5 More detailed cybersecurity obligations, service descriptions, and responsibilities (if any) are set out in the applicable Service or Order Agreement.

10 Client Responsibilities

- 10.1 The Client must:
 - 10.1.1 Provide accurate information
 - 10.1.2 Maintain suitable internet, hardware, and environments
 - 10.1.3 Follow reasonable security and usage requirements
- 10.2 Retrac is not responsible for issues caused by unauthorised changes or third-party interference.

11 Confidentiality

- 11.1 Each party must keep the other's confidential information confidential and only use it for the purposes of the Agreement.

12 Privacy & Data Access

- 12.1 Retrac may access, process, and store Client data as reasonably required to deliver Services.
- 12.2 Each party must comply with applicable privacy laws.
- 12.3 The Client remains responsible for its data unless otherwise agreed in writing.

13 Australian Consumer Law

- 13.1 Nothing in this Agreement excludes, restricts, or modifies any rights or remedies that cannot be excluded under the Australian Consumer Law.
- 13.2 Where permitted, Retrac's liability is limited to resupplying the Services or paying the cost of having the Services resupplied.

14 Limitation of Liability

- 14.1 To the maximum extent permitted by law:
 - 14.1.1 Retrac is not liable for indirect or consequential loss, loss of profit, or loss of data.
 - 14.1.2 Retrac's total liability is capped at the fees paid by the Client to Retrac in the 12 months preceding the claim.
- 14.2 This clause does not apply to liability that cannot be limited by law.

15 Suspension & Termination

- 15.1 Retrac may suspend Services for non-payment, security risk, or legal requirement.
- 15.2 Either party may terminate an Agreement for material breach not remedied

within 14 days of notice.

16 Force Majeure

16.1 Retrac is not liable for failure to perform due to events beyond its reasonable control.

17 Governing Law

17.1 These Terms are governed by the laws of Victoria, Australia.

18 Acceptance

Acceptance of Goods or Services constitutes acceptance of these Terms.