

Terms and Conditions of Sale

Colmac Computers Pty Ltd

1. DEFINITIONS

In these terms and conditions, unless the context otherwise requires:-

- 1.1. "GST" means Goods and Services Tax or other tax that is substituted or replaces the GST tax.
- 1.2. "the Supplier" means Colmac Computers Pty Ltd.
- 1.3. "the Customer" means any person or persons, company or business entity to whom the Supplier sells or supplies, or proposes to sell or supply, Goods or Services.
- 1.4. "the Goods" means the goods or products supplied or sold by the Seller to the Customer from time to time.
- 1.5. "the Seller" means the Supplier.
- 1.6. "the Services" means any services provided by the Supplier.
- 1.7. "Quote" means any quote that remains valid for 7 days and includes only the Goods.

2. GENERAL

The only contractual terms which are binding on the Supplier are those set out in this Agreement.

3. QUOTATIONS

Any quotation provided is an invitation to treat only and not an obligation to sell or offer. In the event of any counter offer by the Customer, or any conflict between any Quote or counter offer and this Agreement, this Agreement shall prevail.

4. PRICE

- 4.1. The price charged for the Goods and Services to be provided to the Customer are as set out in the Supplier's invoice or invoices for those Goods or Services. The Supplier reserves the right to vary any price quoted either orally or in writing. Any Quote given on price is an estimate only.
- 4.2. The price includes GST unless specified.

5. TERMS OF PAYMENT

- 5.1. The Customer will pay to the Supplier cash on delivery (COD) to the Customer of the Goods and the Services being the date of invoice.
- 5.2. The Supplier reserves the right to grant terms to approved Customers upon such terms and conditions in its absolute discretion.

6. DEFAULT

- 6.1. If:
 - (a) the Customer breaches any clause of these terms and conditions or any term of any other agreement to which the Customer and the Supplier are parties;
 - (b) any cheque tendered by the Customer or on its behalf to the Supplier is dishonoured for payment;
 - (c) the Customer fails to comply with any lawful demand for payment issued by the Supplier;
 - (d) any amount payable by the Customer to the Supplier becomes overdue for payment or, in the Supplier's opinion, the Customer will be unable to meet its payment obligations to the Supplier as they fall due;
 - (e) any of the following occurs to the Customer, if it is, or to the extent it includes, a company:
 - (i) a receiver, manager, administrator or controller becomes entitled to take possession of any of the Customer's assets, any proceedings are instituted for the Customer's winding up, or the Customer enters into a deed of company arrangement; or
 - (ii) the Customer becomes an externally-administered body corporate or becomes insolvent;

- (f) the Customer (if it is, or to the extent it includes, an individual) commits an act of bankruptcy, or is or becomes an insolvent under administration; or
- (g) a change occurs in the ownership of the Customer, or in the ownership of the Customer's business, or in its directors,

then, without prejudice to the Supplier's other remedies under these terms and conditions or at law:

- (h) all amounts owing to the Supplier by the Customer will, whether or not due for payment, become immediately payable by the Customer;
- (i) the Supplier will be entitled to cancel all or any part of any of the Customer's orders for Goods and/or Services which remain unfulfilled;

6.2. In the event where the Customer's overdue account is referred to a collection agency and/or law firm, the Customer will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.

6.3. Without prejudice to any other remedies the Supplier may have, if at any time the Customer is in breach of any obligation (including relating to payment), the Supplier may suspend or terminate the supply of Goods and Services to the Customer and any of the Supplier's other obligations under these terms and conditions. The Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier exercises its rights under this clause.

7. QUALITY OR DESCRIPTION OF GOODS AND SERVICES

- 7.1. The Customer shall inspect the Goods immediately on delivery and, with fourteen (14) days of delivery, give notice to the Supplier of any defect or allegation that the Goods or Services are not in accordance with the Contract. If the Contract fails to give such notice within that time, the Goods and Services shall be deemed to be in all respects in accordance with the Contract and the Customer shall be bound to accept and pay for the same, accordingly.
- 7.2. Notwithstanding that any sample of the Goods or Services has been exhibited to and inspected by the Customer, it is agreed that such sample was so exhibited and inspected solely to enable the Customer to judge for himself of the quality of the Goods or Services and, not so as to constitute a sale by sample under the Contract. The Customer shall take the Goods or Services at his own risk as to their corresponding with the sample, or as to their quality, condition or sufficiency for any purpose.

8. DELIVERY

The Goods shall be delivered to the Customer's address here in, or as otherwise notified to the Supplier at the time of order. From the time of dispatch from the Seller's premises and until delivery, the risk of any loss or damage to or deterioration of the Goods for whatever cause arising shall be borne by the Customer unless the Supplier arranges delivery or is otherwise agreed by the Supplier and Customer.

9. LIABILITY OF SUPPLIER

9.1. To the extent permitted by law, no warranty, condition, description or representation on the part of the Seller is given or implied or has been given or is to be implied from anything said or written in the negotiations between the parties or their representatives, and any statutory or other warranty, condition, description or representation, express or implied as to the state, quality or fitness of the Goods is hereby expressly excluded. Nothing herein shall derogate from or exclude any warranties or conditions necessarily implied by any statute or other applicable law.

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9.2. In the event that this Contract constitutes a supply of goods or services to a consumer as defined in the Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law), as amended, or relevant similar State or Territory legislation ("the Acts"), nothing contained in this Contract excludes restricts or modifies any condition, warranty or other obligation in relation to this Contract and the Goods and Services which, pursuant to the Acts, or any of them, is applicable or is conferred on the Customer where to do so is unlawful, in which event the Seller's sole liability for breach of any such condition, warranty or other obligation, including any consequential loss which the customer may sustain or incur, shall be limited (except to the extent specifically set forth herein) to:-

9.2.1. the replacement of the Goods or Services; or

9.2.2. the supply of equivalent goods or services; or

9.2.3. payment of the cost of replacing the Goods or Services or acquiring equivalent goods; or

9.2.4. the repair of the Goods or payment of the cost of having the Goods repaired, as the Supplier may select.

9.3. The Seller will not be liable for any failure to deliver the Goods or Services if the failure arises as a consequence of fire, embargo, strike, inability to secure materials or labour, or any other circumstances beyond the control of the Seller.

10. WARRANTY

10.1. Notwithstanding anything here in the Supplier agrees to provide the following Warranties to the Customer:- SIX MONTH WARRANTY to repair or replace the Goods for faulty workmanship, design, workmanship or materials.

10.2. Warranties given exclude claims for or damage resulting from: inclement weather, fire, explosion, act of God or other like cause; unauthorised alterations, additions or tampering of the Goods, loose plugs or leads not hardwired, other events beyond control of the Seller and use beyond specification or design.

11. RETURNS

11.1. Returns for credit will only be accepted within 7 days from date of invoice. Credit for goods returned after this period is at Colmac's discretion and if accepted, may incur a restocking fee. In addition, returned goods will only be accepted for credit if the goods are in a resalable condition as well as in original packing and with all product documentation included. Goods must be returned at the Customers expense and prior to return a "Return Authorisation" number must be obtained from Customer Service and this number should be clearly marked on the package.

11.2. All goods specifically manufactured or ordered for the Customer will not be returnable except due to defect unless otherwise agreed to in writing.

12. PRIVACY

We use personal information as supplied by you to process and deliver your order and to access your credit worthiness.

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