

SUMMARY

- Consumer Guarantees Act 1993 will not apply to goods acquired for business purposes
- Invoices are to be presented for warranty purposes, but labour charged will be levied if goods are deemed not faulty or if the problem is software related (Virus, missing files ...ETC).
- The title of goods does not pass to the purchaser until all goods are paid in full and cleared by our bank
- Warranty will be void if goods are found tampered with.
- Warranty will be void if PCTronix labels are removed and/or tampered with
- Warranty does not cover damage to other equipment used in conjunction with these goods.
- All warranties are RTB (return to base) unless otherwise stated.
- Warranty will be void if goods are not surge protected.
- If payment is not made on overdue notices, we will transfer the debt to a debt collection agency, and the client will incur all fees related to this action.

INTRODUCTION

PCTronix International Limited hereinafter referred to as 'the Company'. The customer of the Company named to overleaf is hereinafter referred to as 'the Customer'.

These terms and conditions shall be the conditions of the contract and shall apply to each order of goods made by the Customer to the Company.

To the extent permitted by law, all other conditions, warranties, descriptions, representation and agreements whether expressed or implied by law, trade custom or otherwise are extended, except for the terms set out in the Company's invoice, which includes the official printed warranty.

ORDERS

Orders shall be treated as placed when the Customer signs the order or otherwise places the order (whether orally or on writing).

TERMS OF PAYMENT AND PRICE

The price of the goods shall be the Company's standard price for those goods at the time of delivery to the Customer plus GST.

The price of the goods shall be paid in full prior to delivery, without set off, counterclaim, cross demand or deduction whatsoever, unless otherwise agreed in writing by the Company.

The Company may charge interest at the rate of 24% per annum (compounded monthly) on all overdue accounts, calculated from the day on which payment was due until the date of actual payment, which interest shall be payable on demand without any set off, counterclaim, cross demand or deduction whatsoever.

The Customer shall pay all the costs of the Company (including legal fees as between solicitor and client) incidental to any legal proceedings which the Company may take for the purpose of obtaining payment or enforcing the Company's rights, powers, and remedies under these terms and conditions.

The Company may refuse to supply and further goods or credit while any amounts owing to the Company remain overdue. The Company may withdraw or modify credit facilities at any time without notice and in its sole discretion.

RESTOCKING FEE

If the Company agrees to accept the return of goods (other than defective goods) it shall be entitled to charge a restocking fee equal to 30% of the invoiced price of the goods returned.

RESERVATION OF TITLE

The Company shall remain the owner of and retain title to the goods until all amounts due and owing by the Customer to the Company has been paid in full. Until that time, the Customer shall keep the goods separate and identifiable as the Company's goods, or may on sell the goods, at full market value and the proceeds of such sales shall be held in trust by the Customer in a separate account which identifies the proceeds as those of the Company.

Upon any amount owing by the Customer to the Company being overdue the Company may recover possession of the goods and for that purpose the Customer irrevocably licenses the Company, its agents and employees to enter the Customer's premises at any time. At all times PCTronix International Ltd shall be entitled to recover from the Customer the value of the goods (as invoiced) as a liquidated sum. Upon their recovery, the Company

may resell the goods and apply the proceeds towards payment of amounts due to the Company. Any shortfall shall be paid by the Customer.

Risk of the goods shall pass to the Customer on delivery.

WARRANTY AND RETURNS

All warranties on goods sold by the Company are stated and printed below, or in the price guide supplied to the Customer from time to time, and shall form part of the General Terms and Conditions of Sale unless otherwise agreed in writing by the Company. Under NO circumstances may the Customer change any warranty on any of the Company's products. Warranties are not transferable.

The Customer is to contact the Company to obtain a Return Authorisation Number prior to returning goods for repair, replacement or credit. Goods will then be dealt with under the Company's Returns Procedure which is printed in the price guide supplied to the Customer from time to time

CREDIT CONDITIONS

All payments will be made for due invoices. "The Company" will charge interest for any overdue amounts as stated above in section 3. "The Customer" shall be liable for all costs of collection for the outstanding amounts due to "The Company".

WARRANTY

Defective hardware will be replaced, repaired, credit given or the purchase price refunded (at the Company's discretion), if the goods, this invoice and an accurate description of the fault (including any error messages) are returned to PCTronix International Ltd within the warranty period following the date of the invoice.

If returned goods are found by the Company not to be faulty, the Customer shall pay the Company's labour costs in assessing the goods on demand (\$30 minimum).

All courier and insurance costs shall be paid by the Customer, including returns for warranties, which must be prepaid.

This warranty is voidable at the Company's discretion if:

- The defect results from incorrect storage or handling by the carrier or the Customer or any other person not under direct control of the Company.
- Any attempt to rectify the defect is made by any person not authorised by the Company to do so.
- The defective goods have been modified without prior written approval of the Company.
- The Company labels are removed or peeled.
- The further terms and information relating to this warranty and relating to the return of goods which appear in the Company's price guide, as amended from time to time, are not complied with.
- The Company is not obliged to replace or refund the cost of any defective goods while the Customer is in default in performance of any of its obligations to the Company.

To the extent permitted by law, the Company shall not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind suffered by the Customer or any other person, arising directly or indirectly from the use of goods supplied on this invoice.

The Customer acquires the goods for the purposes of a business (in terms of the Consumer Guarantees Act 1993) and the Customer agrees not to assert or to attempt to assert any rights or claims against the Company under the provisions of the Act. Returns shall be made by the Customer only and not the 'end user' unless prior written authority of a Manager of the Company.

Where the Customer supplies the goods in trade to a person acquiring them for business purposes, it must be a term in that person's contract that the Consumer Guarantees Act does not apply in respect of the goods.