

Terms and Conditions of Supply

1. Definitions

In these terms and conditions

“Australian Consumer Law” has the meaning given to it under the Competition and Consumer Act 2010 Cth.

“Customer” means the person providing a written order to Intuit Technologies for the supply of Goods and/or Services, whether holding a credit account with Intuit Technologies or otherwise.

“Delivery Date” means the date two weeks from the placement of an order by the Customer, subject to any variation by Intuit Technologies.

“Goods” means all products agreed to be supplied to the Customer by Intuit Technologies.

“Purchase Price” means the price for Goods and Services as set out in a valid quote provided by Intuit Technologies or accepted purchase order, unless otherwise stated all prices are exclusive of GST.

“Intuit Technologies” means Intuit Technologies Pty Ltd ABN 48 104 443 352 trading as Intuit Technologies.

“Security Interest” has the meaning given to it under the Personal Property Securities Act 2009.

“Services” means all services agreed to be provided to the Customer by Intuit Technologies.

2. Application

These terms and conditions govern every contract for the supply of Goods or Services between Intuit Technologies and the Customer.

3. Agreement for Sale

In consideration for payment of the Purchase Price, Intuit Technologies agrees to supply the Customer with the Goods or Services.

4. Delivery

Intuit Technology agrees to deliver the Goods and supply the Services by the Delivery Date.



5. Payment

- (a) Payment of the Purchase Price is due to Intuit Technologies within 14 days from the date of a valid tax invoice.
- (b) All overdue invoices may incur interest at 1.0% per month.
- (c) Invoices requiring external debt recovery action, as deemed necessary by Intuit Technologies, will incur all associated fees and legal costs.
- (d) Credit card payments for invoices may incur a processing fee of 2.0%.
- (e) The Customer agrees to reimburse Intuit Technologies for any costs incurred due to the return/rejection of a presented Customer cheque.

6. Supply of Services

The Customer acknowledges and agrees that:

- (a) the supply of Services may, depending on the Services, result in the loss of data. The Customer accepts full responsibility for its data and to ensure its data is backed up;
- (b) Intuit Technologies will not be liable for any data loss occurring in the performance of the Services;
- (c) equipment presented for repair may be replaced by refurbished goods of the same type rather than being repaired, and refurbished parts may be used to repair equipment;
- (d) Intuit Technologies will endeavour to contact the customer to advise that their equipment is ready for collection. However, if equipment remains in Intuit Technologies' possession for 3 months from the date of notice, or sufficient attempts to advise, or prior permission is given, Intuit Technologies will dispose of the items without notice;
- (e) subject to any statutory rights (including under the Australian Consumer Law) and unless stated otherwise, repairs come with a 3 month warranty for the original reported fault;
- (f) software repair Services are expressly excluded from all types of warranty; and
- (g) Intuit Technologies holds no responsibility for faults that are not reported at the time of requesting the repair service, or for unrelated faults occurring after the repair.

7. Supply of Goods;

The Customer acknowledges and agrees that when purchasing an 'exchange' part, the defective part must be presented before supply of the replacement. Pricing for exchange parts is conditional on the defective part being in an economically repairable condition, as deemed by Intuit Technologies or its supplier.



8. Warranties

Intuit Technologies warrants that the Goods and Services shall comply with the description and specifications as published by Intuit Technologies, or its supplier. Subject to any statutory right (including under the Australian Consumer Law) the Customer acknowledges and agrees that:

- (a) no further warranty, condition, description or representation in relation to the Goods or Services is given by Intuit Technologies, either expressly or impliedly;
- (b) all warranties, conditions, guarantees and terms in relation to the state, quality or fitness of the goods and of every other kind whether expressed or implied by use, statute or otherwise are excluded;
- (c) all warranty claims must be reported to the manufacturer or extended warranty provider before logging with Intuit Technologies, and Intuit Technologies is not required to honour claims for warranty after work has commenced;
- (d) any work deemed outside the warranty terms by the manufacturer, extended warranty party or Intuit Technologies, at any stage, will be subject to the minimum service fee relevant to the equipment/service type;
- (e) claims for short delivery, damage to goods, or applications to return goods, must be made in writing within 7 days of receipt of goods;
- (f) authorisation to return goods for credit/refund is at the discretion of Intuit Technologies and will be subject to a restocking fee. The Customer is liable for all delivery costs associated with the return of items. All goods must be returned in original packaging; and
- (g) Intuit Technologies will not be liable for any damage to Goods caused during transit **or by Customer's neglect or improper use or improper installation.**

9. Limitation of Liability

Intuit Technologies' liability for breach of a condition or warranty, including without limitation any statutory rights (other than a condition implied under section 51, 52 or 53 of the Australian Consumer Law) is limited to any one of the following, as determined by Intuit Technologies:

- (a) In relation to Goods
 - (i) the replacement of the Goods or the supply of equivalent Goods;
 - (ii) the repair of the goods;



- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired.
- (b) and in relation to Services to:
- (v) the re-supply of the Services; or
 - (vi) the payment of the cost of having the Services supplied again.

10. Consequential Loss

Notwithstanding any other provision in these terms and conditions, Intuit Technologies excludes all liability whatsoever to the Customer arising out of, or in any way connected with the supply of Goods or Services for any consequential or indirect losses of any kind howsoever arising and including but not limited to:

- (a) any loss of income, profit or business;
- (b) any loss incurred due to overhead costs; and
- (c) any loss of good will or reputation.

11. Retention of Title & the Personal Property Securities Act 2009 (PPSA);

- (a) The Customer acknowledges and agrees that:
- (i) title in the Goods does not pass to the Customer until the Purchase Price for the Goods is taken to be fully and finally paid in accordance with these terms and conditions;
 - (ii) risk in the Goods passes to the Customer on delivery to, or collection by, the Customer; and
 - (iii) if, notwithstanding paragraph (a), the Customer sells or otherwise disposes of the Goods before the Purchase Price for the Goods has been fully and finally paid, it **does so as Intuit Technologies' fiduciary agent and the proceeds of such sale or other disposal are also property of Intuit Technologies and are held by the Customer on trust for Intuit Technologies.**
- (b) In the event the Customer:
- (i) is in substantial breach of these terms and conditions; or
 - (ii) enters into liquidation, bankruptcy, receivership, voluntary administration, ceases to trade, enters into a scheme of arrangement or compromise with its



creditors, or enters any other administration in insolvency or is otherwise unable to pay its debts as and when they fall due the Customer hereby grants Intuit Technologies a right of entry to its premises, exercisable without notice, to re-take possession of the Goods

(c) The Customer acknowledges that:

(i) the supply of the Goods gives rise to a Security Interest in the Goods in favour of Intuit Technologies being a Purchase Money Security Interest;

(ii) it waives the right to receive a verification statement in relation to the registration of the Security Interest under s 157(1), and notices under sections (121(4), 130, 132 (4) and 135 of the PPSA, or to reinstate a security agreement following termination under section 143 of the PPSA.

(d) Payments made to Intuit Technologies by the Customer, will be applied first to unsecured obligations, then obligations that are secured regardless of the order in which those obligations were incurred.

(e) The Customer agrees not to grant any Security Interest over any Goods supplied by Intuit Technologies (including any replacement part or modifications to the Goods) that may defeat any Security Interests arising under these terms and conditions, until the Purchase Price for those Goods has been paid.

12. GST

(a) If GST is imposed on the supply under or connection with this Purchase Order, Intuit may recover from the Customer, in addition to the Price, an amount equal to the GST payable in respect of that supply.

(b) The Supplier must provide the Customer with a valid tax invoice before the Customer will pay the GST amount to the Supplier.

13. Governing Law

These conditions will be governed by the law of Tasmania and the parties submit to the jurisdiction of that State.

14. Privacy

To the extent Intuit Technologies has access to information of the Customer in the performance of the Services, Intuit Technologies agrees to deal with Customer information in accordance with its privacy policy, which is published on its website at www.itechnologies.com.au.

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