

# Innovative Computer Products Pty Ltd

Remote Device Management Solutions

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## Terms & Conditions of Sale

The "Seller" means Innovative Computer Products Pty Ltd.

The "Buyer" means the person, firm or company to be supplied with the goods and services by the Seller.

Our Terms & Conditions of Sale are subject to change without notice, please check current T&C on our website before placing your order.

All Purchase Orders must show the organisations letterhead.

We offer expedited international delivery by DHL couriers, UPS couriers or other carriers.

Options and their costs are detailed as part of our quote before the order is finalised.

Please note all Customs Duties and Taxes if payable are included in our quotation.

### 1. **Contract, Payment and Delivery**

- 1.1. The Buyer acknowledges that the Seller is selling the goods on the basis of the manufacturer's specifications.
- 1.2. A contract for the sale and purchase of goods will only be formed with you if we, at our discretion, accept an order for goods from you. Acceptance will be by way of the delivery to you of the goods that you ordered. We may at our discretion reject an order for goods (in which case we will refund any amounts paid by you in respect of those goods).
- 1.3. Unless we have agreed with you otherwise, goods will be delivered after you have paid the purchase price in full. If we agree with you that payment will be made by way of periodic instalments, the goods will be delivered after you have paid the first instalment of the purchase price. If we agree to deliver goods to you prior to receiving full payment of the purchase price, title of the goods will not pass to you until the purchase price has been paid in full.
- 1.4. We will deliver the goods to the address agreed upon when you placed your order and at a time determined by us. We will endeavour to agree with you a suitable time period during which the delivery will be made.
- 1.5. If we have agreed with you that payment will be made by way of periodic instalments, then you must make the periodic payments as and when due.
- 1.6. If you do not make any payment as and when due, we may charge interest at the rate of 1.25% per month from the date that the payment was due.
- 1.7. Should you fail to remedy overdue payments, all current and future debt becomes due and payable. We reserve the right to send the full amount of all debt to a collection agency or list as a default with a credit reporting agency in accordance with Part I IIA of the Privacy Act 1988. You will be liable for any reasonable costs we incur in the collection of the debt.
- 1.8. Some non stock items are ordered in a Just-in-Time process or are Back Ordered from our suppliers. As such, we will not be held liable for supplier or shipping delays.
- 1.9. We require the following payment methods be used for contracted orders:
  - (a) Bank Transfers (Australian or International orders - International bank transfers are subject to a \$25 surcharge)
  - (b) Credit Card when using our on-line shop ([www.icps.com.au/shop.htm](http://www.icps.com.au/shop.htm))

### 2. **Return of Goods**

- 2.1. Our goods are sold subject to a 14 day money-back guarantee (and in some cases, an additional money back guarantee period or trial period may be agreed with you). Where you wish to return goods to us, you must firstly notify us within 14 days of receiving the product(s) by email or telephone. When returning the goods, you must supply the reason for the return of the goods. In addition, the following conditions apply to the return of all goods:
  - (a) All goods must be returned to us by traceable delivery service to our address. We will have no liability in respect to goods received outside the relevant period.

Innovative Computer Products Pty Ltd • ABN 47 006 789 466

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Products and Platforms to Remotely Monitor and Control devices over the internet

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- (b) Goods must be returned fully disassembled and in a clean and as-new condition in their original packaging. Soiled or damaged goods will be refused as an unacceptable return at our discretion.
  - (c) All items detailed on the invoice we provide to you must be returned if a refund is requested.
  - (d) Any request for an exchange of goods is subject to stock availability.
  - (e) Refunds are limited to the purchase price paid for the goods. No refunds will be given for postage, delivery costs or insurance charges (unless expressly stated otherwise).
- 2.2. Upon receipt of goods returned in accordance with clause 2.1 we will provide a refund of the purchase price or alternatively, we may consider (but are not obliged to) exchanging the goods if you so request.

**Please note:**

Non standard, custom made or specifically manufactured or imported products are not returnable or refundable.

### **3. Damaged Goods**

- 3.1. Risk of loss or damage to the goods passes to you upon delivery. If the goods have been damaged while in your care for reasons not related to their state or condition when we delivered them to you, we do not have to accept any liability in relation to the goods and will be under no obligation to replace the goods or refund any amount already paid by you for the goods.

### **4. Limitation of liability**

- 4.1. Legislation such as the Competition and Consumer Act 2010 may apply to these Terms and Conditions warranties, or conditions or impose obligations which cannot be excluded, restricted or modified and we will comply with such warranties, conditions or obligations.
- 4.2. All other conditions, warranties, representations, liabilities, and obligations, whether implied or imposed by statute, including any conditions or warranties as to merchantability, fitness for purpose or correspondence with description are excluded to the extent permitted by law.
- 4.3. In the event that we breach our obligation referred to in clause 4.1, to the extent allowed by law, our liability is limited to any one or more of the following, at our election:
- (a) the replacement of the goods or the supply of equivalent goods;
  - (b) the repair of the goods;
  - (c) the payment of the cost of replacing the goods or acquiring equivalent goods; or
  - (d) the payment of the cost of having the goods repaired.
- 4.4. Subject to the terms of any warranty statement that was included with the purchase of your goods, our total liability under these Terms & Conditions is, to the extent permitted by law, expressed in this clause 4 and we will under no circumstances be liable to you for any loss, damage, liability, expense or cost (whether direct or indirect) incurred by you or any other party resulting directly or indirectly out of the supply by us to you or out of any breach by us of these Terms and Conditions or out of our negligence.
- 4.5. These Terms and Conditions are deemed to be incorporated into all contracts for the purchase of equipment by the Buyer and will prevail over any inconsistent terms unless otherwise agreed by the Seller in writing.
- 4.6. Nothing in these Terms and Conditions shall exclude or modify any condition or warranty implied by law where to do so would render these Terms and Conditions void.
5. These Terms and Conditions are governed by, and will be construed in accordance with, the laws of the State of Victoria, Australia.

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