

**TERMS AND CONDITIONS OF TRADE  
BLUEWATER IT PTY LTD  
ABN: 48 110 983 367**

## General

These terms and conditions apply to the sale of goods by Bluewater IT Pty Ltd ("Vendor") and all offers made by the Vendor in relation to the Vendor's goods unless varied, amended or cancelled by an Officer or other duly authorised representative of the Vendor in writing. The Purchaser of goods from the Vendor is deemed to have accepted the terms and conditions contained herein by placing an order with the Vendor. The Vendor's failure to object to any term or condition contained in any communication, whether written or oral, from the Purchaser, shall not mean those conditions/terms are accepted.

## Interpretation

In these conditions:-

a) "Goods" means the products and, if any, services provided by the Vendor to the Purchaser;

b) Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law can not be excluded, restricted or modified.

## Place of Contract

The contract for sale of the goods is made in the state of South Australia and the parties agree to submit all disputes arising between them to the courts of such or any court competent to hear appeals therefrom.

## Terms

Unless otherwise agreed in writing, the terms of sale are "Cash on Delivery" for goods being collected, otherwise "Cash before Delivery" or direct deposit into Bluewater IT Pty Ltd account is required. Cheques returned by the bank either as dishonoured or for representation shall attract a fee of twenty five dollars (\$25.00) each time. If this occurs more than once within a three (3) month period, then any purchases made must be paid by cash, credit card or bank cheque.

Interest on amounts not paid within thirty (30) days of invoice shall be payable by the Purchaser at the rate of 13 percent per annum (13% p.a.) calculated daily from date of invoice. In addition the Purchaser agrees to pay any debt collection expenses incurred in attempting to recover or recovery of such overdue amount.

The Vendor must be notified in writing of any change of address and/or ownership of the Purchaser.

## Prices

All prices quoted verbally or written are exclusive of GST. The Purchase price for the goods shall be at the Vendor's list prices as at the date of order. Freight charges on back orders shall be applicable. Note: Prices may be subject to change without written confirmation. Any errors on the invoice/or in delivery must be notified to the Vendor within 7 days of invoice. No credits for overcharges or returned stock shall be accepted outside the terms.

## Specifications

All specifications submitted to Vendor are approximate only and any deviation shall not be taken to vitiate any contract with Vendor or form grounds for any claim against Vendor. The descriptions illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of the contract of sale of the goods.

## Performance

Any performance figures given by Vendor are estimates only. Vendor shall be under no liability for damages for failure to attain such figures unless specifically guaranteed in writing and any such written guarantee shall be subject to the recognised tolerances applicable to such figures.

## Delivery

The delivery times made known to the Purchaser are estimates only and Vendor shall not be liable for late delivery or non-delivery and under no circumstances shall Vendor be liable for any loss, damage or delay occasioned to the Purchaser or its customers arising from late or non-delivery or late installation of the goods. Delivering shall be at the Vendors warehouse. Risk in goods passes to the Purchaser immediately upon possession being taken by the Purchaser or its Agent. Freight may be arranged by the Vendor on behalf of the Purchaser at the cost of the Purchaser and any such carrier shall be deemed to be the Agent of the Purchaser.

## Loss or Damage in Transit

Vendor is not responsible for any loss or damage to goods in transit. Vendor shall render the Purchaser such assistance as may be necessary to press claims on carriers provided the purchaser shall have notified Vendor and the carriers in writing immediately the loss or damage is discovered on receipt of goods and shall lodge a claim on the carrier within three days of the date of receipt of the goods.

## Shortage

The Purchaser waives any claim for shortage of any goods delivered if a claim in respect thereof has not been lodged with Vendor within seven (7) days from the date of receipt of goods by the Purchaser.

## Warranty

Full computer systems will be covered by the Manufacturers Warranty on Hardware. For all other products the applicable manufacturers warranty applies. All sales items carry warranty activated at time of invoice notification. If goods are under warranty, repair or replacements of the item shall be at the Vendor's discretion. The Vendor will not be liable for loss incidental and/or consequential damage caused by the use of its products. This includes any loss of data resulting from equipment failure. It is the Purchasers responsibility to ensure adequate back-ups are taken regularly. The Vendor will not be liable for time lost in down-time or subsequent labour charges caused by equipment failure.

Warranty shall be deemed void on all items where the invoice for those items is not paid within sixty (60) days of original invoice date.

The Vendor will not cover under warranty any item that has been mishandled returned inadequately packed and/or otherwise interfered with by unauthorised personnel. The removal of any serial numbers, factory seals and/or warranty stickers will void warranty. Manufacturer's charges related to voided time delays, handling warranty items shall be borne by the Purchaser. The Vendor will not repair under warranty damaged caused by operation outside of designed working and storage environments, power surges, fluctuations and interference, and external peripheral devices.

## Rights in Relation to Goods

Vendor reserves the following rights in relation to the goods until all accounts owed by the Purchaser to Vendor are fully paid:-

- legal and equitable ownership of the goods;
  - to enter the Purchaser's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods and
  - to keep or resell any goods repossessed pursuant to (b) above;
- If the goods are resold, or products manufactured using the goods are sold, by the Purchaser, the Purchaser shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of Vendor and shall pay such amount to Vendor upon request.

Notwithstanding the provisions above vendor shall be entitled to maintain an action against the Purchaser for the purchase price and the risk of the goods shall pass to the Purchaser upon delivery.

## Purchaser's Property

Any property of the Purchaser under Vendor's custody or control shall be entirely at the Purchaser's risk as regards loss or damage caused to the property or by it and the Purchaser shall take out appropriate insurance cover to protect the goods from loss or damage however caused.

## Returned Goods

Return Authorisation (RA) stock must be returned within seven (7) working days of Return Authorisation Number being issued.

Credits will only be issued on goods where the Vendor is notified within seven (7) days of delivery that the goods are faulty and those goods are returned in the original condition with the supplied packaging and accessories. Refunds shall be a credit on account of applicable invoice charge. All RA goods are to be returned and collected at the Purchaser's expense. Goods that are non-warranty or found fault free will be returned at the Purchaser's expense and there will also be a service fee.

**When returning goods, please telephone for a Return Authorisation Number (RA).**