
TERMS AND CONDITIONS OF SALE & SERVICE

1. DEFINITIONS

"Computer Support Partners Pty Ltd" means the Computer Support Partners Pty Ltd or any agent under agreement selling products to the Customer as identified in Computer Support Partners Pty Ltd's Quotation or Invoice.

"Customer" means the person or legal entity identified in Computer Support Partners Pty Ltd's Quotation or Invoice.

"Agreement" means a agreement for sale by Computer Support Partners Pty Ltd to the Customer of the products and/or services incorporating the Terms and Conditions.

2. FORMATION OF AGREEMENT

- 2.1. No Agreement shall come into existence until the Customer's order has been accepted by Computer Support Partners Pty Ltd and such acceptance has been received by the customer. The agreement shall deemed to be concluded at the time and place where such acceptance is received by the Customer. The Customer warrants that it is buying for its own internal use only and not for re-sale purposes.
- 2.2. The products sold and/or services rendered are subject to the Terms and Conditions to the exclusion of any other terms and conditions stipulated or referred to by Customer. The Customer acknowledges that it is aware of the contents of and agrees to be bound by the Terms and Conditions.
- 2.3. These Terms and Conditions are subject to the laws of Australia including without limitation the Trade Practices Act 1974 (the Act).

3. ORDERS, PRICE AND PAYMENT

- 3.1. Unless credit terms have been expressly agreed too by Computer Support Partners Pty Ltd on application, payment for the products or services shall be made in full before physical delivery of products or services.
- 3.2. Customer shall pay for all shipping and handling charges – except where as specified.
- 3.3. Customer shall bear all country, provincial, government, state and local sales, use, goods and services, value added, excise, privilege and similar levies/taxes.

4. NO FIX, NO FEE

- 4.1. "No Fix No Fee" guarantee means that if Computer Support Partners Pty Ltd and/or any if it's representatives cannot provide a solution that resolves the problem, you will not be charged for our services. In some cases, the solution may be that you need to upgrade or replace your software or hardware.
- 4.2. If Computer Support Partners Pty Ltd and/or any if it's representatives advise you to upgrade or replace your software or hardware and you choose not to, you acknowledge that we have met our commitment to you by providing a solution to your problem, whether or not you choose to implement that solution.
- 4.3. "No Fix No Fee" guarantee applies to service requests that are back to base (drop off) and Customer collection.
- 4.4. Onsite service where the "NO FIX, NO FEE" policy applies, does not include the waiving of any pick up or drop off charges that may be incurred.

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5. DATA PRIVACY

- 5.1. Computer Support Partners will within all possible means maintain every customers data privacy. We will backup every customers system by request to our backup facility. This process will copy information to a secure server or to storage media i.e. hard drive, compact disc or dvd.
- 5.2. At no time will your data be made available to any member of staff, another business or the public. Other than the attending technician.
- 5.3. Should data in any form be corrupt or damaged in any way as a result of hardware failure, accidental damage (i.e. lightning strike or power surge) or intentional damage prior to and after its diagnosis Computer Support Partners does not accept any liability for any data loss.
- 5.4. Computer Support Partners will take every possible contingency to prevent and or minimize any data loss should there be a clear potential risk. Should it not be possible for data to be backed up or recovered we will refer you to a data recovery agency(s).

6. FAILURE TO COLLECT

- 6.1. Computer Support Partners Pty Ltd does not accept responsibility for goods left uncollected for longer than 90 days. Service repairs that remain uncollected after this time may be disposed of appropriately to recoup any loss incurred.
- 6.2. Layby's that extend beyond either 8 weeks or past the agreed terms of the layby may be sold or disposed of to recoup any loss incurred.
- 6.3. Customers will be considered notified when correspondence to their supplied mailing address has been received via registered post.
- 6.4. Customers will have 14 days from the date of correspondence to contact Computer Support Partners directly to resolve the matter at hand.

7. SOFTWARE

- 7.1. All software provided is subject to the terms and conditions of the license agreement relating to that software. Customer acknowledges its obligations to abide by such license agreements. Customer acknowledges that Computer Support Partners Pty Ltd does not warrant any software under these Terms and Conditions.
- 7.2. Computer Support Partners Pty Ltd will does not supply, distribute or endorse the sale, purchase or use of counterfeit or pirated software. Further to this Computer Support Partners Pty Ltd does not install any counterfeit or pirated software on any computer system in its possession from Customers.
- 7.3. Should Computer Support Partners encounter counterfeit or pirated software installed on a Customers computer we will report this to the Customer to advise them of this and make a recommendation to resolve this within the end user license agreement of the software affected.

8. TITLE AND RISK

- 8.1. Title to and risk in the products shall pass to the Customer upon delivery of the products to Customer. Title to those products, which are software, shall remain with the applicable licensor(s) at all times.

9. DELIVERY

- 9.1. Computer Support Partners Pty Ltd shall deliver the products to the place of delivery designated by Customer and agreed to by Computer Support Partners Pty Ltd ("Place of Delivery").

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- 9.2. Computer Support Partners Pty Ltd may, at its discretion, deliver the products by installments in any sequence. Where the products are so delivered by installments, each installment shall be deemed to be the subject of a separate agreement and no default or failure by Computer Support Partners Pty Ltd in respect of any one or more installments shall vitiate the Agreement in respect of products previously delivered or undelivered products.
- 9.3. Any dates quoted by Computer Support Partners Pty Ltd for the delivery of the products are approximate only and shall not form part of the Agreement. Computer Support Partners Pty Ltd shall not be liable for any delay in delivery of the products and/or services, where the cause is out of the direct control of either Computer Support Partners Pty Ltd.
- 9.4. Computer Support Partners Pty Ltd may revise and/or discontinue Products at any time without notice as part of Computer Support Partners Pty Ltd's policy of on-going Product up-date and revision. Revised or updated Products will have the functionality and performance of the Products ordered. The Customer accepts that Computer Support Partners Pty Ltd's policy may result in differences between the specification of Products delivered to the Customer and the specification of Products ordered

10. ACCEPTANCE OF PRODUCTS

- 10.1. Unless the Customer notifies Computer Support Partners Pty Ltd to the contrary on the day of delivery and such notification is confirmed in writing within two days, the Products shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Agreement. The Customer shall not be entitled to withhold payment of all or any of the price of the Products whilst any claim is being investigated by Computer Support Partners Pty Ltd.

11. WARRANTY

- 11.1. Unless specified otherwise and in addition to any rights the Customer may have under statute, Computer Support Partners Pty Ltd warrants to the Customer that Computer Support Partners Pty Ltd branded Products (excluding third party products and software), will be free from defects in materials and workmanship affecting normal use for a period of one year from invoice date ("Standard Warranty").
- 11.2. This Standard Warranty does not cover damage, fault, failure or malfunction due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Computer Support Partners Pty Ltd, usage and/or storage and/or installation not in accordance with Product instructions, failure to perform required preventive maintenance, normal wear and tear, act of God, fire, flood, war, act of violence or any similar occurrence; any attempt by any person other than Computer Support Partners Pty Ltd personnel or any person authorised by Computer Support Partners Pty Ltd, to adjust, repair or support the Products and problems caused by use of parts and components not supplied by Computer Support Partners Pty Ltd.
- 11.3. The Standard Warranty does not cover any items that are installed by anyone other than Computer Support Partners Pty Ltd that are categorised in one or more of the following categories: devices; accessories or parts added to the Product after the Product is shipped from Computer Support Partners Pty Ltd; accessories or parts added to the Product through Computer Support Partners Pty Ltd accessories or parts that are not installed in Computer Support Partners Pty Ltd premises; or third party products purchased under Computer Support Partners Pty Ltd Software & Peripherals (S&P) Program.
- 11.4. During the one-year period beginning on the initial invoice date, Computer Support Partners Pty Ltd will repair or replace Products returned to Computer Support Partners Pty Ltd's facility. Customer must prepay shipping and transportation charges, and insure the shipment or accept the risk of loss or damage during such shipment and transportation. Computer Support Partners Pty Ltd will ship the repaired or replacement products to Customer freight prepaid.

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- 11.5. While not affecting any non-excludable warranty or guarantee implied by law, Computer Support Partners Pty Ltd does not give any warranty that the Products are fit for any particular purpose and this Standard Warranty is given in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, trade usage, course of dealing or otherwise including warranties or conditions of merchantability, fitness for purpose, satisfactory quality and/or compliance with description, all of which are hereby excluded to the fullest extent permitted by law.
- 11.6. The Customer agrees that to the extent permitted by law, in relation to third party products purchased through Computer Support Partners Pty Ltd, where such of the Products are covered by a relevant manufacturer's warranty, then the Customer will first make a claim against the manufacturer and shall utilise that warranty for the support of such Products and in any event not look to Computer Support Partners Pty Ltd for such warranty support in the first instance except where Computer Support Partners Pty Ltd has agreed to act on the behalf of the "Customer".

12. SERVICE AND TECHNICAL SUPPORT

- 12.1. Computer Support Partners Pty Ltd will provide general service and technical support to Customer in accordance with the then-current service and technical support policies in effect. Service and support offerings may vary from product to product. If Customer purchases optional services and support as listed on Customer's invoice, Computer Support Partners Pty Ltd will provide the optional service and support to Customer in accordance with the then-current terms and conditions in the optional service agreement between Computer Support Partners Pty Ltd and Customer in addition to the Standard Warranty. Computer Support Partners Pty Ltd may, at its discretion, revise its general and optional service and support programs and the terms and conditions that govern them. Computer Support Partners Pty Ltd has no obligation to provide service or support until Computer Support Partners Pty Ltd has received full payment for the product or service/support agreement for which service or support is requested.

13. LIABILITY

- 13.1. Computer Support Partners Pty Ltd shall not be liable in agreement or in tort for any loss or damage suffered and consumers rights are limited to those set out in these Terms and Conditions and under statute.
- 13.2. To the extent permitted by law and subject to clause 10.7, Computer Support Partners Pty Ltd's total liability herein in respect of each event or series of connected events shall not exceed the total price paid for the purchase of products and/or services under these Terms and Conditions.
- 13.3. The Customer shall indemnify Computer Support Partners Pty Ltd and keep Computer Support Partners Pty Ltd fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission or willful misconduct of the Customer, its employees, agents or sub-agreement or by any breach of its agreemental obligations arising out of these Terms and Conditions.
- 13.4. To the extent permitted by law, Computer Support Partners Pty Ltd and Customer agree that Computer Support Partners Pty Ltd will not be liable for Products not being available for use, or for data or software which is lost, corrupted, deleted or altered. Computer Support Partners Pty Ltd shall not be liable to the Customer for any incidental, indirect, special or consequential damages arising out of or in connection with the purchase, use or performance of products or services, even if Computer Support Partners Pty Ltd has been advised of their possibility.
- 13.5. Any service response times stated by Computer Support Partners Pty Ltd in the service agreements are approximate only and Computer Support Partners Pty Ltd shall not be liable for any direct or indirect loss or damage arising from its failure to meet such response times, howsoever occasioned. It is the intention of Computer Support Partners Pty Ltd to meet and exceed all best practice objects as stated in the service agreement.

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- 13.6. To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by Computer Support Partners Pty Ltd shall be subject to correction without any liability on the part of Computer Support Partners Pty Ltd.
- 13.7. Under the Act, where implied conditions and warranties cannot be excluded, Computer Support Partners Pty Ltd's liability for breach of such conditions and warranties (other than a condition or warranty implied by section 69 of the Act) shall be limited, at Computer Support Partners Pty Ltd's option, to:
- 13.8. in the case of products, the replacement of the products or the supply of equivalent products; the repair of such products; the payment of the cost of replacing the products or of acquiring equivalent products; or the payment of the cost of having the products repaired; OR
- 13.9. in the case of services, the supplying of services again; or the payment of the cost of having services supplied again.

14. FORCE MAJEURE

- 14.1. Neither party shall be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the party so delaying, and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

15. EXPORT RESTRICTIONS

- 15.1. The Customer acknowledges that the Products licensed or sold hereunder, which may include technology and software, are not only subject to the export control laws and regulations of the United States ("U.S.") but may also be subject to the export control laws and regulations of the country in which the Products are received. The Customer agrees to abide by all applicable export control laws and regulations. Under such laws and regulations, the Products purchased may not be sold, leased or otherwise transferred to restricted end-users or to restricted countries. In addition, the Products may not be sold, leased or otherwise transferred to, or utilized by, an end-user engaged in activities related to weapons of mass destruction, including but not necessarily limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. The Customer understands that applicable requirements or restrictions may vary depending on the Products delivered and may change over time and that, to determine the precise controls applicable to the Products acquired, it may be necessary to refer to relevant laws and regulations.

16. GOVERNING LAW

- 16.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales and shall be subject to the non-exclusive jurisdiction of the courts of New South Wales.

17. GENERAL

- 17.1. The Customer shall not be assign or otherwise transfer any Agreements or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of Computer Support Partners Pty Ltd. Any such unauthorized assignment shall be deemed null and void.
- 17.2. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.