

Standard Terms and Conditions

1. Definitions
 - a. "Customer" - the individual or organisation purchasing a product or service from the "Company".
 - b. "Company" - Not-a-Geek Pty (ABN 40 169 100 567), a private company registered in Western Australia.
 - c. "Bank Cheque" - a cheque drawn by a bank on their own bank account.
 - d. "Non Bank Cheque" - a cheque drawn by an individual or business on their own bank account.
 - e. "Activity" - the provision of any product or professional service to the Customer by the Company.
 - f. "Installation Signoff" - the time when the Customer signs the Company Installation Signoff form or in the case of the customer not signing, two (2) working days from the date when the Company indicates the Activity occurred.
2. Payment terms;
 - a. Account Customers - strictly fourteen (14) days from invoice.
 - b. Non-Account Customers – cash or bank cheque on scheduled installation date.
3. Acceptable means of payment are;
 - a. Electronic fund transfer (EFT) direct to our bank account.
BSB 036 374
ACC 377593
 - b. Bank Cheque (made payable to the Company).
 - c. Cash.
 - d. Non Bank Cheques are acceptable providing funds have cleared and are available prior to any Activity being undertaken.
4. For work where the total cost is likely to be greater than \$1000 a Customer purchase order will be required.
5. A deposit of 50% may be requested prior to any hardware purchase.
6. A deposit of 20% may be requested for any professional services work to be undertaken. The deposit is refundable if the Customer cancels the instructions in writing a minimum of two (2) full business days prior to the scheduled Activity.
7. If you do not pay any amount due within the terms of your agreement we reserve the right to charge you interest (calculated on a daily basis) on any unpaid amounts at an annual rate equivalent to the Official Cash Rate set by the Reserve Bank of Australia, plus 2.5%.
8. The Customer acknowledges that, should any amount not be paid within these Terms & Conditions, or any cheque given in payment for it is dishonoured, the Customer agrees that an additional service charge per calendar month on overdue balances will be charged and all

possible courses of action for restitution will immediately be commenced. The Customer authorises the Company to immediately notify all relevant credit ratings agencies of the failure of the Customer to settle the account within these Terms & Conditions.

9. In the event of the Company instructing its solicitors to collect an overdue amount, all legal and tracing agent's fees as between solicitor and client shall be borne by the Customer and all payments made shall firstly be allocated towards such fees and charges, thereafter to professional service charges, and finally to the purchase price of hardware items.
10. The Customer hereby consents to the jurisdiction of the laws and courts of Western Australia for all actions that may be instituted against it for the recovery of any amounts owing to the Company.
11. The Customer acknowledges that;
 - a. Product supplied by the Company will be at the Customer's risk on delivery.
 - b. Ownership of the product supplied by the Company will not pass to the Customer and will remain with the Company until such time as the product the subject of the contract and all other product supplied by the Company to the Customer and all debts owing by the Customer to the Company from any other cause, have been paid in full.
 - c. Until such time as the product has been paid for in full and all other debts discharged by the Customer, the Customer must store the goods in such a manner as to show clearly that they are the property of the Company.
 - d. The Customer irrevocably agrees and undertakes that until ownership passes to the Customer, the Company (its servants or agents) will have the right forthwith (and without prejudice to any other rights the Company may have pursuant to these standard terms and conditions of sale or at law or in equity) without notice or demand to immediately enter upon the Customer's premises and retake possession and remove the product in the possession of the Customer or wheresoever situated.
 - e. In the event that the Customer on sells the products or services provided, then the Customer shall hold such part of the proceeds of such sale as relates to the products or services provided in trust for the Company. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to the Company at the time of the receipt of such proceeds.
12. Except for the warranty set forth in the relevant manufacturers limited warranty programmes, the Company makes no warranties with respect to the performance of products or services provided. The foregoing warranties are in lieu of all other, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed. Notwithstanding anything to the contrary set forth elsewhere in this agreement, the liability of the Company for damages caused by defective products is limited to the terms of the limited warranty statement specified by the relevant manufacturers. The manufacturers have reserved the right to change their limited warranty programs at any time without further notice or obligation to the Company or any other person by reason of such change. Warranty coverage for any professional services performed is limited to one (1) calendar month from date of Installation Signoff.

13. A copy of the original invoice is required for all warranty service or defective product exchanges. This includes both parts and labour. No products shall be exchanged and no services shall be performed under warranty without sight of the original invoice.
14. The Company will provide Services with due care and skill, but do not guarantee that they will be continuous or fault free.
15. The Company does not warrant that the functions contained in the solution provided will meet your requirements, or that the operation of the solution provided will be error-free or uninterrupted. The Company does not warrant or guarantee that products or professional services provided will be compatible with any hardware or software.
16. The Customer agrees to provide free and timely access to their site for the purposes of installation and/or warranty services. Free and timely access is defined as availability within two (2) business days of notification by the Company during the hours of 8:00AM and 5:00PM weekdays.
17. To the maximum extent permitted by applicable law, the Company and its suppliers disclaim all other warranties and conditions, either expressed or implied, including, but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement, with regard to hardware, software or services provided and the provision of or failure to provide support services.
18. To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of information, or any other pecuniary loss) arising out of the use or inability to use products or services provided, even if the Company has been advised of the possibility of such damages or for any claim by any other party.
19. The Company makes no commitment to response times for warranty claims.
20. Customer data is the Customers responsibility and the Company is not responsible for any loss, corruption or in ability to access it. The Company is not responsible for any consequential damages or losses.
21. By providing your contact details, you give us your permission for us to market to you in the future.
22. Any items deemed by the Company to be subject to accidental or intentional misuse or abuse will have their warranty voided immediately. Rectification of faults on any item not covered by warranty is subject to standard services charges as outlined in our "Fees & Charges". The Company makes no commitment that any item can be repaired and in some cases replacement is the only option, which will incur normal product charges.



23. No relaxation or indulgence granted by the Company to the Customer shall be deemed as a waiver of any rights of the Company in the terms of this agreement.

24. The terms and conditions contained herein constitute the entire agreement between the parties and no amendment or variation shall be in force and effect unless in writing and signed by both the Company and the Customer. No representations have been made by the Company or on its behalf, which have induced the Customer to enter into this agreement.

25. Standard Rates
 - a. Engineer – Business Hours (\$150 p/h), After Hours (\$175 p/h)
 - b. Technician - Business Hours (\$110 p/h), After Hours (\$135 p/h)