

Quotes

- All quotes are valid for 5 days from date of issue.
- To indicate acceptance of a quote, the quote must be signed by the Customer and forwarded to *Courtney Statewide Computer Services* via mail, email or facsimile transmission.

Payment

- For purchase of computer systems, 50% deposit (minimum) of total purchase price is required up-front with balance payable on delivery.
- Cash on delivery is required on supply of all other goods / services.

Acceptance

- All orders are subject to acceptance by *Courtney Statewide Computer Services*.

Reservation of Title

- Title to any Goods supplied by *Courtney Statewide Computer Services* to the Customer shall remain with *Courtney Statewide Computer Services* until the total amount due in respect of the Goods and all other monies owing to *Courtney Statewide Computer Services* have been paid in full.

Delivery and Risk

- Risk in the Goods will pass to the Customer upon delivery to the Customer's nominated point of delivery.
- If the Customer nominates their own vessel or vehicle to deliver the Goods to the Customer then risk will pass when the Goods are loaded onto the Customer's nominated vessel or vehicle and the Customer shall be responsible for arranging the insurance of the Goods.
- Where the Customer has nominated their own vessel or vehicle for delivery *Courtney Statewide Computer Services* shall not be liable to the Customer for any loss in the event of any failure in delivery or to arrange insurance.
- *Courtney Statewide Computer Services* reserves the right to deliver in instalments and all such instalments, where separately invoiced, shall be paid for without regard to the delivery of subsequent instalments. A part delivery of an order shall not invalidate the balance of the order.
- The supply of Goods by *Courtney Statewide Computer Services* is subject to the continued existence of distributorship agreements with *Courtney Statewide Computer Services'* Suppliers and on the Suppliers' ability to supply sufficient quantities and types of the Goods to *Courtney Statewide Computer Services*.
- While *Courtney Statewide Computer Services* shall use all reasonable endeavours to meet agreed delivery dates, *Courtney Statewide Computer Services* shall not be liable for any loss or damage whatsoever should it be delayed or prevented from delivering goods, supplying services, or otherwise performing any of its contractual obligations due to any cause or circumstance beyond *Courtney Statewide Computer Services'* reasonable control.

Warranties and Liabilities

- Except if expressly provided in these terms and conditions and to the extent permitted at law, *Courtney Statewide Computer Services* shall not be under any liability, whether in contract, tort or otherwise in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or from any work done in connection therewith except to the extent that any statute applicable to these Terms and Conditions prevent the exclusion, restriction or modification of any such terms and conditions.
- The Customer indemnifies *Courtney Statewide Computer Services* against any liability for any direct, indirect or consequential injury, loss or damage arising out of any act, default or omission of, or any representation made by the Customer or its agents.
- All Goods are supplied in accordance with usual industry standards and *Courtney Statewide Computer Services* shall not be liable to the Customer for the condition or quality of the goods that comply with these standards.
- *Courtney Statewide Computer Services* will not accept any responsibility for the loss of software, data or any other electronic information resulting from carrying out required service or repairs. It shall be the responsibility of the Customer to backup any software, data or any other information that the Customer believes to be important.
- *Courtney Statewide Computer Services* will not take acceptance of any Goods returned with out prior approval by way of a returns authorisation issued by *Courtney Statewide Computer Services*. All Goods being returned must be contained in original, undamaged packaging.
- The Customer agrees to pay *Courtney Statewide Computer Services* a restocking fee of 15% of the purchase price of any Goods returned to *Courtney Statewide Computer Services* where the Goods:
 - i. are delivered by *Courtney Statewide Computer Services* in accordance with the Customer's order and;
 - ii. are not faulty or defective.
- For the purposes of the above clause, a final determination as to whether any such Goods are "faulty or defective" or, are returnable under *Courtney Statewide Computer Services'* returns policy, will be made by *Courtney Statewide Computer Services* upon receipt and inspection of the Goods.