

## Terms and Conditions

These Terms and Conditions are to be read in conjunction with, and form part of, the Terms & Conditions of Sale.

SIAX provides this service in good faith and will not be liable for any losses attained by individual(s), business(es) or other entities arising from the use of this website. Individuals, businesses and entities using this web site do so at their own risk.

Use of this web site refers to information obtained by the user from the website, advice given to the user electronically, any financial transaction occurring electronically between the user and SIAX (and its employees), over the internet (or arising from the internet), or any other course of action executed. SIAX or any party involved with creating, designing, updating or delivering the site will not be held liable for any damages may they be direct or indirect arising from the use of the site. Your use of this site is at your own risk. The user is defined as any individual, business, or other entity.

The web site refers to any electronic HTML page accessible under the top domain name of [www.siax.net.au](http://www.siax.net.au).

All material on this website is the property of SIAX. Text, pictures, animations, design, photographs, programming code and any other content available on the website remain the property of SIAX and is copyright.

Technical specifications and price may change at any time without warning. SIAX need not give notice or warning of price or specification changes. Actual specifications may vary slightly depending on features, components and availability.

All orders are subject to our terms and conditions of sale which are available online. For all purchases we reserve the right to make adjustments to information or pricing due to typographical errors, market factors or manufacturer price changes, which may occur at any time without notice.

### Technical Definitions

(a) GB or Gigabyte means one billion bytes when referring to hard drive capacity; actual accessible capacity may be less once the drive is in use.

(b) MHz or Megahertz only measures microprocessor internal clock speed, not application performance. Many factors affect application performance.

(c) For mobile devices such as laptops, notebooks, ultrabooks, tablets and smartphones which contain a battery, battery life (and recharge times), results based on BAPCo's (Business Applications Performance Corporation) SYSmark benchmark test. Battery life will vary based on many factors including screen brightness,



applications, features, battery conditioning, power management and other customer preferences.

(d) (CD-ROM) Variable read rate. Actual playback speed will vary and is often less than the maximum possible. (Tape Drives) Data compression may be software dependent.

## **Orders and Delivery**

(a) All orders placed through this web site are subject to confirmation and acceptance by SIAX.

(b) Prices, availability & specification subject to change without notice. Errors & omissions excepted.

(c) SIAX may vary prices in the event of price changes or mistakes on reasonable prior notice to the buyer. If SIAX requests payment for increased prices, the buyer may cancel the order by giving notice to SIAX, which must be received within seven days of the announcement of the increase.

(d) SIAX or its agent will deliver the goods ordered to the address the buyer specifies on the order within the agreed time frame, subject to the availability of the goods. Where the goods are not available the buyer will be notified of this by SIAX as soon as possible. Anyone at the delivery address who receive the goods will be presumed by SIAX to be authorised to receive the goods.

(e) If the goods include products in respect of which the law prescribes a minimum age for purchase, the buyer must be over the age of 18 years (or such other minimum age as is prescribed by the law) and the buyer must ensure that a person over that age is available to accept delivery of the goods. SIAX may refuse to deliver the goods if the person receiving the goods is unable or unwilling to provide evidence of proof of age.

(f) If there is no-one at the delivery address or no-one of appropriate age to receive the order, SIAX may charge the buyer additional delivery fees.

(g) Once the goods are delivered to the buyer, the buyer will own them and it is the buyer's responsibility if the goods are lost or damaged.

(h) SIAX will arrange delivery in conjunction with the buyer. The cost of freight is the responsibility of the buyer.



## **Linking to the SIAX Computing Solutions Website**

Inclusive of the above website terms and conditions a site that links to the SIAX Web site:

- (a) May link to, but not replicate, SIAX content.
- (b) Should not create a browser or border environment around SIAX content.
- (c) Should not imply that SIAX is endorsing it or its products.
- (d) Should not misrepresent its relationship with SIAX.
- (e) Should not present false information about SIAX products or services.
- (f) Should not use the SIAX logo without express prior written permission from SIAX.
- (g) Should not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups.

## **TERMS & CONDITIONS OF SALE**

### **1. Definition**

“SIAX” means SIAX Computing Solutions Pty Ltd (ABN 80 105 471 887);

“buyer” means the person placing an order with SIAX for the supply of goods;

“goods” means the products including, but not limited to:

(a) the supply of computer hardware and software by way of sale, design, manufacture, configuration, installation;

(b) repair of computer hardware and software; and/or

(c) the provision of technical support services for network solutions and managed services, which are the subject of an order placed by the buyer;

“person” means a person over the age of eighteen years, a corporation, partnership and unincorporated body, words importing the singular include the plural and vice versa, and words importing any gender include all other genders;

“this agreement” means the Terms and Conditions of Sale set out herein.

## **2. Payment**

(a) The buyer shall pay for goods:

- (i) within thirty (30) days from the date of invoice , or
- (ii) as otherwise varied by agreement as evidenced in writing between SIAX and the buyer (“varied payment terms”);  
 (“the credit facility”)

(b) SIAX may, from the date payment for goods is due pursuant to clause

2(a):

- (i) permanently withdraw the credit facility and, as at the date of withdrawal of the credit facility, demand immediate payment of the total amount due and payable to SIAX for goods ordered; or
- (ii) temporarily withdraw the credit facility and, as at the date of temporary withdrawal of the credit facility, stop credit until such time as arrears are brought within the credit facility terms;

(c) Where varied payment terms apply pursuant to clause 2(a)(ii), varied payment terms only vary the terms for payment for goods and will not otherwise affect the terms and conditions of this agreement unless specifically provided for as part of the varied payment terms;

(d) Any payment towards satisfaction of the terms of clause 2(a) may be applied by SIAX in any manner it sees fit and at its option SIAX may apply a payment or payments first in satisfaction of those payments which have been payable for the greater length of time; and

(e) In the event that the buyer is in breach of the terms and conditions of this agreement, by failure to pay for goods pursuant to the terms of clause 2(a), or breach of any other term and condition, the buyer will pay SIAX five per cent (5%) per month interest on the outstanding amount calculated from the date payment is due to the date payment is made.

## **3. Retention of Title**

(a) SIAX retains the legal and equitable title to goods until full payment is received from the buyer for goods;

(b) Until SIAX receives full payment for goods, the buyer shall:

- (i) hold goods as bailee for SIAX;
- (ii) grant SIAX the right to enter without notice the buyer’s premises, or the premises at which goods are stored, without liability for the trespass or

- any resulting damage to retake possession of goods;
- (iii) ensure that goods are stored so they are clearly identifiable as the property of SIAX; and
- (iv) not alter or change goods so as to change their quality or nature;

#### **4. Quotes**

(a) All Quotes raised and issued by SIAX are valid for a period of 14 days from the date of issue (“the 14 day period”) unless otherwise stated;

(b) Where a quote expires, a further quote will need to be issued by SIAX prior to a Purchase Order being accepted.

#### **5. Warranties**

(a) SIAX gives no express warranty made by or on behalf of SIAX in relation to goods or their supply. The Trade Practices Act 1974 and the Fair Trading Act 1987 may imply certain conditions and warranties into this agreement for the benefit of the buyer. To the extent that such conditions and warranties in respect of goods may, as between SIAX and the buyer, lawfully be excluded, all such conditions and warranties are expressly excluded.

(b) Where products are covered by a standard manufacturer warranty the terms and extent of that warranty attach to the goods sold and that warranty extends to the buyer. Extended manufacturer and SIAX warranty and support contracts or hourly rate options are available at additional costs.

#### **6. Waiver**

If SIAX fails or neglects to enforce at any time the provisions of this agreement this shall not:

(a) be construed, nor shall it be deemed to be, a waiver of any of SIAX’s rights;

(b) in any way affect the validity of the whole or any part of this agreement or prejudice SIAX’s right to take subsequent action.

## 7. Returns & Calculations

(a) SIAX may accept return of goods if notification is received from the buyer within 14 days from the date of invoice except in relation to licenses and warranties which require notification within 7 days from the date of invoice;

(b) Except where required by law SIAX may also accept return of goods that have been incorrectly ordered provided that the goods have not been used and provided further that the buyer agrees to pay freight costs associated with the return and a minimum restocking fee of five per cent (5%) of the value of goods ordered or the amount charged to SIAX by the supplier, whichever is the greater and provided the supplier agrees to provide SIAX with a return authorisation;

(c) SIAX will not accept the return of goods which are returned as dead on arrival and no fault is discovered and will not accept the return of goods which have been added to, used, modified, varied or changed by any person other than SIAX. SIAX will not, under any circumstances, accept the return of goods that are sold as ex-rental, ex-demo, clearance stock or goods notified to the buyer as non-returnable; and

(d) SIAX shall have no liability for any damage or defects in the goods and/or packaging delivered to the buyer which arise as a consequence of improper storage, warehousing or transport, neglect, abuse or improper use, installation, maintenance or unauthorised repairs.

(e) SIAX may agree to cancel the buyer's order on request from the buyer where :

(i) the buyer requests cancellation of the buyer's order prior to SIAX placing its order with its supplier;

(ii) the buyer requests cancellation of the buyer's order placed by SIAX with its supplier and the supplier agrees to cancel SIAX' order provided that, prior to SIAX requesting its supplier cancel SIAX' order, the buyer agrees in writing to pay any and all charges arising from the cancellation of the buyer's order.

(f) In the event that the supplier so agrees, SIAX may agree to cancel the buyer's order where the goods of the buyer's order have already been shipped by the supplier to SIAX provided that :

(i) the supplier agrees to provide SIAX with a return authorisation; and

(ii) prior to SIAX requesting its supplier cancel SIAX' order, the buyer agrees in writing to pay any and all charges arising from the cancellation of the buyer's order.



(g) In the event that the supplier does not agree, SIAX will not cancel the buyer's order where the goods the subject of SIAX' order have already been shipped by the supplier to SIAX.

“Shipped” means where goods the subject of SIAX' order have departed the supplier's store.

## **8. Severability**

In the event that any part of the provisions of this agreement are deemed to be invalid, unlawful or unenforceable to any extent, such provision shall be severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

## **9. Law**

SIAX and the buyer agree that the provisions of this agreement shall, in the event of dispute, be construed in accordance with the law of the State of Victoria and be resolved by a Victorian court.

## **10. Copyright, Trademarks, Patents and Intellectual Property Rights**

(a) The buyer acknowledges any and all of the trademarks, trade names, patents, copyrights and other intellectual property rights embodied in or in connection with the products and information, documentation, parts or software relating to properties supplied by SIAX;

(b) The buyer shall not, during or after the expiry or termination of this agreement, without the prior written consent of SIAX, adopt any name, trade name, trade style or commercial designation or design used by SIAX, reproduce any art appearing on the package of any goods or copy, sell or hire or offer for sale or hire a copy of goods;

(c) The buyer shall indemnify SIAX against all liabilities, costs and expenses which SIAX may incur, or become liable to incur, as a result of work done in accordance with the buyer's specifications or as a result of the combination or use of goods with other equipment parts or software not supplied by SIAX involving infringement of any patent, copyright or other proprietary right.



## **11. Entire Agreement**

This agreement forms the entire agreement between SIAX and the buyer and the buyer acknowledges that no warranty, express or otherwise, except as specifically provided for herein forms part of this agreement save and except to the extent set out in the varied payment terms and which varied payment terms also form part of this agreement.

## **12. Costs, Expenses and Disbursements**

All costs, expenses or disbursements incurred by SIAX in the maintenance of the buyers account including debt collection agency fees and legal costs arising:

As a consequence of the buyer's default in observing the terms and conditions of sale;

As a result of any of the buyer's cheques being dishonored; or by reason of SIAX requiring any further security to be provided; shall be payable by the buyer upon demand.

## **13. Variation**

SIAX reserves the right to vary, or amend, these Terms & Conditions of Sale at any time, and from time to time, without notice.