

We are: Practical Peripherals Corporation Pty Ltd
Referred to as: PPC, we, us, our
Our address is: Unit 4, 106 Fison Ave
Eagle Farm Qld 4009 Australia

You are: our Customer

The terms and conditions

1 Definitions

In this agreement:

- “Carrier” means any person or business contracted by us to carry Goods from us to you, whether all or part of the distance.
- “Goods” means any goods *or service* we offer for sale, including but not limited to computer software and programs.
- “Written Material” means any informational material published by us in any medium with a view to providing information to our customers or prospective customers.

2 Our contract with you

- 2.1 *Orders for consumables and supplies (excluding customised goods)* will be accepted without confirmation as long as the price on the order matches PPC’s price list. If no price is on the order the current price list price will be used to fill the order. Where the price is less than the current price list price an email will be sent to inform of the correct pricing and the pricing will need to be accepted by you to proceed with the order. Which Goods are considered consumables and supplies is at the complete discretion of PPC.
- 2.2 *For all products and services not described in clause 2.1*, we shall accept your order by e-mail confirmation or by invoice of the Goods to you at the agreed price. That is when our contract is made.
- 2.3 It is possible that the price may have increased from that posted in our Written Material. We reserve the right to charge the increased price.
- 2.4 All descriptions, weights and sizes of Goods are those of the original manufacturers and you may not rely on their accuracy. Accordingly, any such description shall not form part of this Agreement.
- 2.5 If we do not have the Goods you order in stock, we may offer you alternatives before we despatch your order. If this happens you may:
- 2.5.1 accept the alternatives we offer;
 - 2.5.2 cancel your order;
 - 2.5.3 leave the order valid, but tell us to omit the out-of-stock item.
- 2.6 If we owe you money (for this or any other reason), we will credit your account with PPC or we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 30 days from the date of your order.
- 2.7 PPC are not experts and do not hold themselves out to be experts in the Goods. You may not rely on PPC as an expert.
- 2.8 Goods are at your risk from the moment they are picked up by the Carrier from our warehouse.
- 2.9 Goods which are produced or manufactured by a third party (i.e. not PPC), and are distributed or on-sold by PPC to you, may be subject to changes, updates or cancellation without notice to PPC. Any such change, update or cancellation is outside PPC’s control and may: -

- 2.9.1 Result in additional costs to you;
- 2.9.2 Affect your access to the Goods; and
- 2.9.3 Will be communicated to you by PPC as soon as reasonably practicable.

3 Price and Payment

- 3.1 *Unless by prior arrangement, in writing accepted by PPC you must pay us the full price of your order before we will send any part of it.*
- 3.2 *A processing fee, in line with an average credit card merchant fee (percentage), will be added to all credit card payments, the current credit card fee will be provided on request. Other banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than AUS Dollars will be borne by you.*
- 3.3 Any details given by us in relation to exchange rates are approximate only and may vary from time to time.
- 3.4 You will pay all sums due to us under these terms by the means specified without any set-off, deduction or counterclaim.

4 Information you give us

- 4.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.

5 Delivery

- 5.1 Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept delivery.
- 5.2 If we are not able to deliver your Goods within 30 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.
- 5.3 We may deliver the Goods in instalments if the Goods are not available at the same time for delivery.
- 5.4 We are not bound by an estimated delivery date and shall not be liable for any loss or damage sustained by you as a result of late delivery.

6 Taxes, duties and import restrictions

- 6.1 Where Goods are to be delivered to a country other than Australia, PPC have no knowledge of, and no responsibility for, the laws in your country of residence.
- 6.2 You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country of residence.

7 Returned Goods

PPC will not accept the return of any goods except in accordance with law and the terms and conditions listed below.

- 7.1 Any Goods which have been personalised or amended from their original state upon your request cannot be returned under any circumstances.
- 7.2 We may refuse to accept the return of any Goods which you decide after purchase that you no longer want or need or which are damaged by you after delivery.
- 7.3 We will only accept the return of faulty Goods, or other Goods if we are notified in writing, of any alleged fault or issue within a reasonable time after the supply of the Goods having regard to the following:
 - (a) The type of Goods;
 - (b) The use to which you are likely to put the Goods;
 - (c) The length of time for which it is reasonable for them to be used; and
 - (d) The amount of time for which it is reasonable for them to be put before such a failure becomes apparent.

- 7.3.1 Pursuant to proper notification in accordance with clause 7.3; the Goods must be returned to us within 21 days of notification.

- 7.3.2 Unless the Goods are faulty, the Goods must not be removed from their packaging or used in any way. Where the Goods have been removed from their packaging, the original packaging must be returned with the Goods.
- 7.3.3 The faulty Goods or other Goods must otherwise be undamaged and returned in the same condition as they were supplied to you.
- 7.4 If a return of non-faulty Goods is accepted, and where the Goods are not returned in accordance with the terms herein, we reserve the right to reduce any payment refunded to you by a restocking fee in an amount in our sole discretion.
- 7.5 After we have received the Goods, and verified the alleged faults if necessary, we will credit your account with PPC or debit/credit card within 30 days from the date of return.
- 7.6 You are liable for any costs associated with the return of the Goods to us.
- 7.7 We are under no obligation to collect or recover the Goods from you. If you request that we collect the Goods then our costs of the collection and return will be payable by you.

8 Disclaimers

- 8.1 Except where a contract as described in clause 2.2 already exists we may make improvements or changes to our Written Material or to any of the Goods, at any time and without advance notice.
- 8.2 You are advised that Written Material may include technical inaccuracies or typographical errors.
- 8.3 We give no warranty and make no representation, express or implied, as to:
 - 8.3.1 the adequacy or appropriateness of the Goods and Services for your purpose;
 - 8.3.2 the truth of any information given in our Written Material;
 - 8.3.3 any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;
 - 8.3.4 compliance with any law;
 - 8.3.5 non-infringement of any right; and
 - 8.3.6 the continuance or lifespan of Goods
- 8.4 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of our web site or the purchase of Goods. PPC will not be liable for any loss, damage or additional costs incurred by you as a result of any change, update or cancellation of any Goods, on-sold or distributed by PPC but produced or manufactured in the first instance by a third party.
- 8.5 Except for a claim for personal injury, in any claim against us our liability is limited to the value of the goods you have purchased in the contract which is the subject of the dispute.

9 Indemnity

You agree to indemnify us against any: -

- 9.1 claim or demand, including lawyers' fees on an indemnity basis, made by any third party due to or arising in any way out of your use of the Goods; and
- 9.2 Loss, claim or damage arising from the infringement by you, of any intellectual property or other right of any person; and
- 9.3 loss, claim, damage or costs incurred by you as a result of any change, update or cancellation of Goods sold to you by PPC.

10 Contractual Limitation

Where we provide Goods without specific charge, then it (or they) is deemed to be provided free of charge, and not to be associated with any other service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of any such Goods or services.

11 Severability

If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

12 No Waiver

No waiver by us, in exercising any right, power or provision hereunder shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

13 Dispute Resolution

In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

14 Force majeure

We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including: -

- 14.1 strikes of our own employees; or
- 14.2 supply or delivery issues; or
- 14.3 changes, updates or cancellation of any Goods provided to you and implemented by a third party.

15 Governing Law

This Agreement shall be governed by and construed in accordance with the law of Queensland. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

16 Personal Properties Securities Act 2009 ("PPSA")

- 16.1 Unless and until you have paid for the Goods and associated charges in full you acknowledge and agree that:
 - 16.1.1 PPC holds a Security Interest ("SI") and/or a Purchase Money Security Interest ("PMSI") in the Goods supplied by PPC;
 - 16.1.2 The Goods will not pass to you or form part of your inventory for the purposes of the PPSA or otherwise;
 - 16.1.3 PPC have the right to enter your property to seize the Goods if you are in default under this agreement.
- 16.2 If requested by PPC, you must promptly and without undue delay execute any documents and provide all information required in order to complete a Financing Statement (as defined in the PPSA) and comply with any other reasonable requests by PPC to ensure that PPC's SI and PMSI are perfected.
- 16.3 You must notify PPC immediately in writing of any change in your name and must also provide to PPC all information required to complete a Financing Change Statement (as defined in the PPSA).
- 16.4 You waive all rights to receive a copy of the verification statement confirming registration of a Financing Statement or a Financing Change Statement in relation to PPC's SI and/or PMSI.
- 16.5 You are responsible for all costs, expenses and other charges incurred, expended or payable by PPC in relation to the registration of any and all Financing Statements or Financing Change Statements.
- 16.6 You waive all rights under sections 95 (notice of removal of accession), 118 (enforcing security interests in accordance with land law decisions), 121(4) (enforcement of liquid assets), 125 (obligation to dispose of or retain collateral), 128 (secured party may dispose of collateral), 129 (disposal by purchase), 130 (notice of disposal), 132(3)(d) (contents of statement of account after disposal), 132(4) (statement of account if no disposal), 135 (notice of retention), 142 (redemption of collateral) and 143 (reinstatement of security interest) of the PPSA and you and PPC agree that those provisions do not apply to this agreement or any supply of Goods pursuant to this agreement.