

## Trading Terms and Conditions

### Terms

1. All purchases and payment terms are as per the price list, invoice and/or quotation.
2. You may pay by Cash, Visa Card/Master Card, Direct Debit to our bank account.
3. Prices are subject to alteration without notice unless by prior arrangement.
4. Tek Trek P/L reserves the right to alter the specifications &/or design of any product without notice.
5. Claims for shortages or incorrect deliveries must be notified within 7 days of receipt of goods.
6. All quotations, equipment designs, drawings and technical literature remains the property of Tek Trek P/L. The customer, their representatives, any user or any third party must not divulge this information to any other party without the express written permission of Tek Trek P/L. Failure to heed this will result in legal action.

### Returns

Change Of Mind Purchase. Under Australian Consumer Law we are not required to provide a refund or replacement if you change your mind, including but not limited to you finding the same or similar goods available for purchase elsewhere. Tek Trek P/L is not required to provide a refund or replacement if you change your mind or if goods were specially ordered or specifically built to meet your requirements including any non-stocked goods unless inspected, assessed and deemed unusable by Tek Trek P/L. Any goods which have been supplied in accordance with the customer's orders but which are returned will only be credited provided that they are in a saleable condition and that;

1. Our written agreement has been obtained.
2. The amount credited shall be the value of the goods less 30% restocking fee.
3. They are packed suitably for shipment.
4. The customer meets all costs for their return, unless agreed otherwise, in which case goods for return must be sent back to the location from which they were originally despatched by our nominated carrier.
5. Goods will not be credited after 14 days except by prior arrangement.
6. When returning goods, a copy of the original receipt must accompany the goods.

### Conditions

The goods delivered to you (the customer) are delivered upon and subject to the following :

1. All orders for the supply of the goods shall be governed by these terms and conditions and shall prevail over any inconsistent provisions for the sale of the goods by Tek Trek P/L (the supplier).
2. These Terms and Conditions supersede and exclude all prior and other discussions, representations and arrangements relating to the supply of the goods including the performance of the goods or the results that ought to be expected from using the goods.
3. Delivery of the goods shall be deemed to take place at the time of the physical taking of the goods by the customer, his representative or by the carrier whether engaged by Tek Trek P/L or the customer. After the delivery date or after the goods leave the premises of Tek Trek P/L, all goods shall be held at the customer's risk and expense in respect of any loss or damage from any cause and charges of any kind.
4. Title to the goods after delivery shall remain with Tek Trek P/L until the full purchase price or other sums payable by the customer to Tek Trek P/L in respect of the goods is paid. Where title to the goods remains with Tek Trek P/L, the customer shall have no ownership or property rights in the goods and shall while possessed of same, hold only as mere bailee for Tek Trek P/L.
5. In the event the customer fails to pay for the goods in accordance with the time stipulated in clause 5 hereof within such time as may be agreed, or in the event of the customer being declared bankrupt, insolvent or entering into an agreement with creditors or in the event of a trustee in bankruptcy, liquidator, receiver or manager being appointed to the customer or any of its assets will constitute a breach of this agreement and Tek Trek P/L shall thereafter be entitled to retake possession of the goods and to that purpose shall be entitled to enter upon the customer's premises for the purpose of retaking possession of the goods.
6. These terms and conditions take effect, are governed and shall be construed in accordance with the laws from time to time in force within any State or Territory of Australia.

### Legal Liability

Tek Trek P/L does not accept liability for any loss, injury or damage sustained by the purchaser, any user or any third party which is occasioned as a result of the purchaser, any user or any third party installing or using a product from or supplied by Tek Trek P/L other than in the manner for which it was designed or manufactured. Furthermore, Tek Trek P/L will not be held liable for any claims resulting from non performance of supplied goods.

### Goods & Services Tax

All prices quoted by Tek Trek P/L include the current applicable Goods & Services Tax (unless otherwise stated) as applied in the State of Victoria. Likewise all purchases by customers shall include the applicable Goods & Services Tax. Tek Trek P/L shall advise where Goods & Services Tax is applicable. All exported goods are exempt of the Goods & Services Tax.

### Warranty

All services or equipment supplied by Tek Trek P/L come with a warranty against faulty workmanship and/or manufacture for a period of 6-12 months depending on product (\*12-24 months for EPS battery chargers, 36 months for Oricom products), unless otherwise stated, from the date of purchase or supply provided that no repairs, alterations, tampering or modifications in any way have been attempted by unauthorised personnel. All warranties do not cover mistreatment in any way. Should a warranty claim be made, defective goods must be returned to Tek Trek P/L at the purchaser's expense, complete with a copy of invoice or receipt. In the case of a claim against faulty workmanship, a written claim detailing the failures(s) complete with a copy of invoice or receipt must be mailed within 7 days of any event. This warranty is void in the event of any equipment being incorrectly connected, tampered with, using the product in a manner other than which it is designed or manufactured to do or being subjected to excessive mains input voltage, excessive use or excessive environmental conditions. If a product still within the warranty period is returned for inspection and no fault is found, a minimum charge of \$95.00 plus GST will apply. Return prepaid freight at customer's cost will apply.

\*EPS Warranties: All plug pack battery charger warranties are 12 months and 24 months warranty for all other battery chargers. A 6 month warranty applies to all repairs and supersedes all other applicable warranties.

### Repairs & Charges

Non-warranty repairs or inspections will incur a minimum labour charge of \$95.00 plus parts plus GST. A warranty of 6 months from repair invoice date will apply to all repairs unless otherwise stated. Repairs not collected or paid for within 6 months will be deemed the the property of Tek Trek P/L.

### Payment

Payment may be made by EFT via eMail/Phone, Cash, VisaCard/MasterCard or Direct Bank Transfer Debit to **Tek Trek P/L, BSB No. 083-218, Account No. 69169-8750, NAB, 271 Collins Street, Melbourne 3001 with your name as a reference.** .