WINDSTIL
TECHNOLOGY · PEOPLE · BUSINESS



Windstil Group Pty Ltd

Terms & Condition

For:

ICT Product Sales & Supply (hardware & software)

May, 2016

V1.02

1 ICT Product Supply Terms & Conditions

The following Terms and Conditions are specific to the sale and supply of ICT products, such as computer hardware or software applications, licenses and subscriptions.

i. Windstil will supply to you, products as set out in a quotation (quote) specifying the quantity and description of the product(s).

ii. Product will be supplied by Windstil subject to the manufacturer's terms, with any standard instruction and documentation provided by the manufacturer.

iii. The sole specifications applicable to the product are the manufacturer's specifications, even if distributed by Windstil.

iv. Orders for a product placed with Windstil, except where alternate delivery arrangements are specified by the customer in writing, or as detailed on a quote; products will be delivered directly from the manufacturer or Australian wholesale distributor to your premises. In the case of software licenses and subscriptions, these items may be delivered electronically (email, secure FTP).

v. Responsibility and thus risk in or of the product passes to you (the customer) upon delivery.

vi. Title or ownership of the product passes to you (the customer) once Windstil has received payment in full for the product (s).

vii. Charges for the product will be invoiced on delivery and are payable within the terms identified on the quote and/or the sales contract and invoice; depending on the credit terms that have been arranged between Windstil and you (the customer).

viii. The customer acknowledges that unless otherwise specified Windstil is not the manufacturer of the product and does not provide any warranty in relation to the product. Windstil will pass to you any warranty provision provided by the manufacturer of the product and as required by law.

ix. Software licenses and subscriptions (3rd party software); the license or subscription is between you and the manufacturer (publisher) and you will comply with the manufacturer's terms.

x. Windstil's liability is limited to the aggregate value of a purchase order (sales contract) and excludes any indirect loss or damages.

xi. Should Windstil find itself in breach of a condition or warranty implied by the Australian Consumer Law (ACL) then the liability of Windstil is, to the extent permitted, limited to the repair or replacement of the goods or paying the cost of repair or replacement.

xii. In accordance with the ACL goods supplied by Windstil come with guarantees that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not constitute a major failure.

xiii. In regard to the sale and supply of ICT products, these terms and conditions apply to the exclusion of your standard terms or conditions, despite any statement to the contrary.

xiv. Product may be subject to Australian and other government export control laws and regulations. Each party warrants that it will comply with those laws and regulations.

xv. Returns

a) Where a claim is made under a statutory provision to which clause xv. (d) below applies, such claims will be dealt with in accordance with that clause.

b) Customer must notify Windstil in writing of any Products it wishes to return within 7 days from the date of the invoice relating to those Products.

c) In all other cases, claims for the return of Products by the Customer will be dealt with in accordance with the Returns Policy and this clause xv. Any substitute Products to be shipped to the Customer in accordance with the Returns Policy will be sent by Windstil to the Customer by ordinary freight pre-paid.

d) To the full extent permitted by law and subject to clause xv. (d), Windstil will not be liable and has no obligation to accept or process any claim for any return request if:

i. there has been damage to or defects in the Products that have been caused by the improper storage, warehousing or transport, or by any neglect, abuse or improper use, installation, maintenance or unauthorised repair, in each case by any person other than Windstil;

ii. the Product has been added to, varied, or otherwise modified by, any person other than Windstil;

iii. in connection with the claim the Customer alleges that cartons were damaged in transit but the Proof of Delivery (POD) does not identify that cartons were damaged in transit; or

iv. the claim for a return request is not notified to Windstil in writing within the period stated in clause xv.(b).

xvi. These terms are governed by the laws of the State of Victoria, Australia unless otherwise specified and agreed by both parties in writing.

Should you have any questions regarding the terms and conditions of ICT product sales and supply please do not hesitate to contact us on **1300 01 99 88.**