

General Terms & Conditions of Trade

Last Updated: 18 July 2011

Conditions of Sale

Orders are only accepted subject to the Terms and Conditions set out below. In the event of the Buyers order form containing special printed conditions, the order for the goods will only be accepted by Dueltek on the understanding that those conditions are not at variance with the Terms and Conditions stated herein, or, if there is any variance, that such conditions have been waived by the Buyer. Dueltek reserves the right to refuse to trade with any Buyer. All Buyers applying for a Dueltek credit account must agree to these Terms and Conditions, and also complete a Dueltek Credit application. These Terms and Conditions do not apply to Export Buyers. Export Buyers have separate Terms and Conditions and shall be offered on application.

Reseller Qualification

To become a registered reseller of Dueltek, you must be a legitimate reseller, installer or service provider of IT or AV products or services and have a current ABN or ACN. You may be requested during your approval process to provide evidence of the type of business you are involved in. Dueltek reserves the right to refuse your registration should we believe that you are not a legitimate trade entity. Dueltek will conduct trade account reviews on a periodic basis checking the currency of your ABN, ACN and any ASIC notifications. Dueltek reserves the right to revoke any reseller account.

Delivery / Collection

Delivery dates if quoted are given in good faith, are non binding and do not form part of this contract. Dueltek cannot be held liable for non-delivery or the late delivery of products for whatever reason, nor for the compensation against any loss whether consequential or otherwise arising from non-delivery or late delivery.

Orders received by 3pm Monday to Friday may be despatched by 5pm on the same day (pending stock availability & Buyers account status). Orders over \$100 will be part shipped if the Buyer requires. Back-ordered product will ship when all remaining stock is available.

If there is no one available to accept and sign for the Buyers delivery at the nominated delivery address during standard business hours of Mon-Fri, 9am to 5pm and the courier makes subsequent delivery attempts, then the fee for this will be charged to the Buyers account. Please advise our staff when placing orders if this may be of concern to you.

Loss or Damage insurance is automatically included on all goods despatched by a Dueltek nominated courier. A small fee to cover this insurance is included in the Buyers freight charge.

Freight charges are listed on the Dueltek Web site home page www.dueltek.com.au

Free standard road freight is granted on orders of \$500+ ex gst to major cities within Australia (some weight and location conditions apply). When offered, all Dueltek Free Freight is despatched by Dueltek's nominated courier service and is fully insured. If goods are picked up by the Buyer or the Buyers nominated courier, the goods will NOT be insured by Dueltek. As most Couriers trade as "Common Carriers", once the Buyers nominated courier has departed the Dueltek warehouse, all risk is transferred to the Buyer. We therefore recommend the Buyer carry its own transit insurance.

In the event of non delivery by a Dueltek nominated courier, the Buyer should advise Dueltek in writing no more than 2 days after the advised delivery date (given prior to its shipment.) Any order discrepancy or damage to a shipment must be reported within 2 days of receipt. Dueltek will always make its best effort to track/trace and recover lost or damaged shipments before any customer involvement is sought. Failure to comply with these requests may result in your recovery claim being invalid.

Returns

1. Please complete all fields, and then submit our On-Line Return Authorisation (RA) form, which is available at www.dueltek.com.au/forms. A RA number will be emailed to you once the form has been submitted & processed by our RA Department.

2. A RA Number must be obtained prior to returning goods or the return may not be attended to. A RA number does not guarantee either credit or replacement. It is simply an authorisation to return the goods to Duelttek for evaluation.
3. The RA number must be clearly written on the package shipping label (Do NOT write on or damage the product packaging).
4. Where the goods are faulty, a detailed description of the fault must be included on the RA form. "Faulty" or "Not Working" is insufficient & will result in your RA request being delayed.
5. Product returned under warranty and deemed faulty after evaluation by an authorised Duelttek officer, will be repaired or replaced at the sole discretion of Duelttek. A credit will only be issued for a faulty product return if the product is unable to be repaired or replaced or substituted with a similar product.
6. Goods returned incomplete, damaged, with damaged or missing packaging or package components or in an unsaleable condition for any other reason, will not be accepted for credit.
7. Non standard, custom design, indent product, special large quantity orders or cables made or cut to length, etc will not be accepted for credit, (check for a disclaimer on your quotation, sale confirmation and invoice) unless there has been an error on behalf of Duelttek.
8. Freight for all products returned to Duelttek for credit or warranty, is at the Buyers expense with the exception of product that is deemed to be DOA (dead on arrival) or has been supplied incorrectly. In this case Duelttek will arrange for the product pickup and replacement at Duelttek's expense. All valid warranty claims will have repaired or replacement product returned at Duelttek's expense.
9. Freight charged on the original invoice will not be credited on goods returned for credit.
10. A \$60 ex gst service fee may apply if there is no fault found with product returned for warranty service.
11. It is the Buyers responsibility to order correctly. Duelttek need to be compensated for its warehouse, sales and administrative time in having product returned because of Buyer error, therefore, a re-stocking fee of \$5 being our minimum charge or 20% of the original invoiced price of products, plus GST, (which ever is greater) will apply to all products returned for credit.
12. Products will not be accepted for credit after 7 days from delivery date.
13. RA's are valid for 7 days only. Please make sure goods are sent back promptly.
14. Where a credit is given on returned product, and the original invoice to the Buyer was offered free freight; should the credit offered cause the original invoice value to fall below the free freight threshold, the standard freight charge that would have been applied to that shipment will be deducted from the credit given.
15. Where a credit is given on returned product, the total value of the restocking fee and any consequential freight or handling charges must be noted on a new purchase order provided by the Buyer. A detailed credit note and an invoice for any fees will be forwarded to the Buyer by email.
16. All Buyer credits will remain on account and may be used to offset future orders with Duelttek.
17. Payment of moneys due is not to be withheld in expectation of credit.

Minimum Order

A non refundable \$5.00ex processing fee will be charged on individual orders of less than \$50.00 (Ex GST & Freight) received via email, telephone, fax, post or over the trade counter. **Note:** *This fee can be avoided by placing your order on-line using the Duelttek eCommerce ordering system.*

Prices are correct at the time of publication, but may vary without notice. Quantity discounts are available. Please call for more details or login as a reseller to www.dueltek.com.au to view product quantity break point pricing and stock position before placing your order.

Purchase Orders, Prices & Security Deposits

Purchase orders will be accepted by Duelttek when placed by telephone, facsimile, email, over its trade counter or via its website eCommerce system, provided a purchase order number or reference is supplied. Verbal orders will be accepted however responsibility for the accuracy of these orders remains with the Buyer.

E&OE (Errors & Omissions Excepted). All product specifications are subject to change without notice. Call or email to confirm before placing orders. All descriptions, illustrations, specifications, weights and dimensions are approximate and are only intended to present a general guideline as to the products therein.

Orders for non Duelttek branded products, special OEM orders, orders for unusually large quantities or any other product Duelttek may need a security deposit against, may require a 50% security deposit upon order placement. Buyers will be advised if a security deposit is required.

Order Cancellation, Amendment or Suspension

An order which has been accepted by Duelttek may not be cancelled, amended or suspended by the Buyer, unless Duelttek is informed in writing and the change has been accepted by Duelttek. In all cases, the Buyer shall indemnify Duelttek in full against any loss (including loss of profit), costs, damages, charges and expenses incurred by Duelttek. If the original order placed was granted free delivery due to the value of the order and then part cancelled which has the effect of reducing the order value to below the free delivery threshold, then upon part cancellation, a standard delivery charge will be levied. Product which has already been part shipped will be dealt with as a standard return as detailed within these Terms and Conditions.

Payment Terms

Terms are "Payment before Delivery" unless a Duelttek Credit Account has been established. See www.dueltek.com.au/forms for a Credit Application or speak to our Accounts/Finance Department. Please note that only Australian customers can apply for establishment of a credit account.

Direct deposits may be made to the following account:

Dueltek Pty Ltd
Bank: National Australia Bank
Branch: Bayswater North, Victoria
BSB: 083-125
Account: 650-999-573

In addition to Electronic Funds Transfer (Direct deposits require overnight clearance, or an emailed official bank transfer receipt), Australian customers may pay via company cheque (may be subject to bank clearance and administration fees), Cash or by Visa, MasterCard or Amex. Credit card facilities are not available to customers outside of Australia.

For invoices of \$500 or more (Inc GST & Freight), a 2% Visa & MasterCard (3% for Amex) credit card transaction fee plus applicable GST will apply.

Warranty Period

All Duelttek products carry the manufacturer's warranty terms and time period listed on the Duelttek Website unless otherwise stated. E&OE (Errors & Omissions Excepted). The removal of any factory seals, serial numbers or warranty stickers, or any obvious tampering or damage to the product will void warranty.

Retention of Title/Ownership

Ownership of goods supplied by Duelttek to the purchaser will remain with Duelttek and not pass to the purchaser until all monies owed have been paid & cleared by our bank. Until such time, the Buyer must store the goods in a manner that clearly shows property in the goods, belongs to Duelttek and the Buyer will hold the product in a fiduciary capacity as bailee. Upon non-payment within the agreed trading terms, Duelttek has the right to call for, or recover goods whether paid for or not to the value of all monies owed. If the Buyer purports to sell the goods before payment, the proceeds from the sale shall belong to Duelttek, until payment in full for the goods has been received from the Buyer or otherwise. If the risk and title of the goods has passed to the Buyer and the goods are subsequently returned to Duelttek for whatever reason, the risk will not pass from the Buyer to Duelttek until the goods are signed for by an authorised person at Duelttek.

Purchaser's Rights & Remedies in Respect of Goods

Dueltek agrees and acknowledges that the Buyer is entitled to all rights and remedies in respect of goods which the Buyer has under the Trade Practices Act and similar State & Territory laws and which cannot be lawfully excluded, restricted or modified. These Terms and Conditions do not purport to, and do not have the effect of, excluding, restricting or modifying the exercise of any such right or remedy.

Subject always to the preceding paragraph:

- (a) All conditions, warranties and guarantees other than those expressly provided for or agreed and acknowledged by Duelttek in these Terms and Conditions are excluded to the fullest extent permitted by law.

- (b) Duelttek will not be liable to the Buyer for any loss, injury or damage caused (in whole or in part) by or arising out of any use of goods or any defects in goods or any failure, malfunction, breakdown, or deterioration of goods or products into which goods are incorporated. Where the Buyer is a consumer under the Trade Practices Act or similar State & Territory laws and goods supplied or services provided to the Buyer are not of a kind ordinarily acquired for the personal domestic or household use of consumption, then unless the Buyer establishes that reliance on this provision would not be fair and reasonable, the liability for a breach of a condition or warranty implied into these Terms & Conditions by the Trade Practices Act or by similar State or Territory laws (other than a condition implied by Section 69 of the Trade Practices Act or by the equivalent provisions of any State or Territory laws) is limited to any one of the following as determined by Duelttek:
- (i) In the case of goods supplied:
 - (1) The replacement of the goods or the supply of equivalent goods;
 - (2) The repair of the goods;
 - (3) The payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (4) The payment of the cost of having the goods repaired.
 - (ii) In the case of services provided:
 - (1) The supply of services again;
 - (2) The payment of the cost of having the services supplied again.

The Buyer warrants and acknowledges that it has not yet relied upon any representation made by Duelttek, which has not been stated expressly in these Terms and Conditions or upon any descriptions or illustrations contained in any document, including any catalogue, web site, list, brochure or publicity material, produced by Duelttek, Duelttek suppliers or supplied to the Buyer.

Variation

These Terms & Conditions are subject to change from time to time by notice in writing to the Buyer. Please refer to www.dueltek.com.au/forms for our current Terms & Conditions.

Termination

Duelttek may terminate the Contract immediately if the Buyer has insolvency or bankruptcy proceedings instituted against it or has a receiver, manager or administrative receiver appointed over any of its assets or suffers similar occurrence of any jurisdiction; or if the Buyer breaches the Contract. The termination of the Contract will be without prejudice to the rights and duties of either party accrued prior to termination.

Definitions

In these Terms and Conditions, unless the context otherwise requires; "Buyer" means any person, business or company and includes the Buyers executors, administrators, successors and permitted assigns, purchasing goods supplied by Duelttek Pty Ltd (ABN 83 006 606 471) trading as Duelttek Distribution and Duelttek Computer Products hereafter referred to as "Duelttek"; "Loss" means any delay, inconvenience, loss liability, damage, injury, expense or cost whatsoever and includes (without limitation) direct or consequential loss or damage; "Goods or Product" means goods or products supplied or to be supplied by Duelttek to the Buyer from time to time.

Trade Marks and Copyright

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You may not use our trade marks or the names "Duelttek Pty Ltd", "Duelttek", "Duelttek Distribution" or "Duelttek Computer Products" or the name of any of our related companies or any pictures, representations or text contained in or linked to the Duelttek Website without Duelttek's prior written consent.