

General Terms & Conditions of Trade

Last Updated: 3rd May 2010

Delivery, Freight & Insurance

Loss or Damage insurance is automatically included on all goods despatched by a Dueltek nominated courier. A small charge to cover this insurance is included in your freight bill. If goods are picked up by the customer or the customer's nominated courier, the goods will NOT be insured by Dueltek. All Dueltek Free Freight is insured. As all Couriers trade as "Common Carriers", once the customer's nominated courier has departed the Dueltek warehouse, all risk is transferred to the Customer. Any shipping discrepancies must be reported within five 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.

Delivery Times

Orders received by 12:30pm will be despatched by 5.00pm on the same day by your nominated courier (pending stock availability & account status)

Orders received after 12:30pm will be despatched along with the 5.00pm deliveries as above (pending stock availability & account status) and time permitting. Otherwise it will go into next day's delivery.

Warning: If there is no one available to accept and sign for your delivery at the nominated 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 your account. Please advise us when placing orders if this may be of concern to you.

Goods Returned for Credit or Warranty

1. Return Authorisation (RA) Forms are available for download from the "Forms" Tab on the Dueltek website. A RA form must be obtained prior to returning goods. Please fill in the RA and Fax it to us making sure it is signed. An RA number will be Faxed or Emailed back to you.

Do NOT send us goods without first obtaining an RA return number as the return may not be attended to.

2. This RA number must be clearly written on the package shipping label (not on the product packaging). Where the goods are faulty, a detailed description of the fault must be included on the RA form. We will not accept "not working", we need to know what the problem is in as much detail as possible.
3. Goods returned incomplete, damaged or in an unsaleable condition will not be accepted for credit. This includes damage to its packaging.
4. Special non standard, or special indent product orders or cables made or cut to length, etc will not be accepted for credit. (If noted - See disclaimer on your invoice)
5. All goods returned for credit or warranty are at the customer's expense with the exception of products that are deemed to be DOA (dead on arrival) or have been supplied incorrectly.
6. Freight charged on the original invoice will not be credited on returned goods.
7. A service fee may apply if there is no fault found with goods returned for repair.
8. A RA number does not guarantee either credit or replacement. It is simply an authorisation to return the goods to Dueltek for evaluation.
9. A re-stocking fee of 20% of the original invoiced price of goods (plus GST) will apply to all returns after 14 days from invoice date.
10. Products will not be accepted for credit after 30 days from invoice date.
11. RA's are valid for 7 days only. Please make sure goods are sent back promptly.

Prices & Terms

Purchase orders will be accepted by Dueltek when placed by telephone, facsimile, email or via its Web eCommerce system, **provided that order number references are supplied**. Verbal orders will be accepted however responsibility for the accuracy of these orders remains with the client. Purchase orders are firm and binding and regarded as a contract to purchase goods. Prices are correct at the time of publication, but may vary without notice. Quantity discounts are available. Please call for details. E&OE (Errors & Omissions accepted). All prices and product specifications are subject to change without notice. Call or email to confirm before placing orders.

A \$3.00 Ex GST Processing Fee will be charged on orders under \$50.00 (Ex GST & Freight) received via email, telephone, fax, post or in person. *This fee can be avoided by placing your order on-line using the Dueltek eCommerce ordering system.*

Payment Terms

Terms are "Payment before Delivery" unless a credit account has been established. See the "Forms" tab on our website 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 EFT direct deposit, Australian customers may pay via company cheque or cash. We also accept Visa, MasterCard and Amex.

Credit card facilities are not available to customers outside of Australia.

For invoices of \$1,000 or more (Inc GST & Freight), a 1.8% Visa & MasterCard (3% for Amex) credit card transaction fee and applicable GST will apply.

Warranty

All Dueltex products carry the manufacturer's warranty terms and time period listed in both the Dueltex on-line pricelist and website unless otherwise stated. E&OE (Errors & Omissions accepted). 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 Dueltex to the purchaser will remain with Dueltex and not pass to the purchaser until **all monies owed** have been paid & cleared by our bank. Until such time the purchaser must store the goods in a manner that clearly shows property in the goods, belongs to Dueltex and the purchaser will hold the product in a fiduciary capacity as bailee. Upon non-payment within the agreed trading terms, Dueltex has the right to call for, or recover goods whether paid for or not to the value of all monies owed, and for this purpose Dueltex, its agents or employees, may enter the purchaser's premises or any other place where the goods may be stored, and the customer, when called upon to do so, is under an obligation to deliver up the goods to Dueltex. The customer hereby indemnifies Dueltex against any claim, action or damages arising out of any such action, and against the cost of the same.

Purchaser's Rights & Remedies in Respect of Goods

Dueltex agrees and acknowledges that the purchaser is entitled to all rights and remedies in respect of goods which the purchaser 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 Dueltex in these Terms and Conditions are excluded to the fullest extent permitted by law.
- (b) Dueltex will not be liable to the purchaser for any loss 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 purchaser is a consumer under the Trade Practices Act or similar State & Territory laws and goods supplied or services provided to the purchaser are not of a kind ordinarily acquired for the personal domestic or household use of consumption, then unless the purchaser 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 Dueltex:
 - (i) In the case of goods supplied:
 - (1) the replacement of the goods or the supply of equivalent of 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 purchaser warrants and acknowledges that it has not yet relied upon any representation made by Dueltex, which has not been stated expressly in these Terms and Conditions or upon any descriptions or illustrations contained in any document, including any catalogue, list, brochure or publicity material, produced by Dueltex, Dueltex suppliers or supplied to the purchaser.

Variation

These Terms & Conditions are subject to change from time to time without notice. Please refer to our website for our current Terms & Conditions.

Definitions

In these Terms and Conditions, unless the context otherwise requires: "loss" means any delay, inconvenience, loss liability, damage, expense or cost whatsoever and includes (without limitation) direct or consequential loss or damage; "goods" means goods supplied or to be supplied by Dueltex to the customer from time to time; the "purchaser" means the person to whom goods are supplied by Dueltex and includes the purchaser's executors, administrators, successors and permitted assigns; "Dueltex", "Dueltex Distribution" or "Dueltex Computer Products" means Dueltex Pty Ltd (ABN 83 006 606 471).

Trade Marks

The Dueltex websites and print media include registered trade marks and trade marks which are the subject of pending applications or which are otherwise protected by law including, but not limited to, the words "Dueltex Pty Ltd", "Dueltex", "Dueltex Computer Products", "Dueltex Distribution" the Dueltex logo and the Dueltex "D" logo.

You may not use our trade marks or the names "Dueltex Pty Ltd", "Dueltex", "Dueltex Distribution" or "Dueltex Computer Products" or the name of any of our related companies without our prior written consent.

Dueltex Contact Details

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