



Command IT Services Standard Terms and Conditions of Sale

Command IT Services Pty Ltd (ABN 38 100 795 515)

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Command IT Services Pty Ltd (ABN 38 100 795 515) ("CIT") agrees to supply the requested goods and/or services to the Customer only on these standard terms and conditions ("these terms".)

1. PAYMENT:

1.1. The following forms of payment are accepted: Visa, MasterCard, EFT direct deposit, EFTPOS.

1.2. A surcharge of 2.5% may apply to credit card payments.

If a surcharge is deemed to be applicable by CIT the Customer will be advised and given the option to use another method of approved payment (see 1.1.)

1.3. CIT may ask the Customer to provide positive identification if paying over the phone using credit card.

1.4. Direct deposit payments are not deemed to be received until the funds have reached CIT's bank account.

1.5. The Customer is not entitled to any retention or otherwise to retain any amount due to CIT. All payments are to be made without deduction or other set off whatsoever.

1.6. Payment must be made in Australian Dollars (AUD)

2. SUPPLY AND DELIVERY:

2.1. Ownership of the invoiced goods will only pass to the Customer when full payment of the invoice is received by CIT.

2.2. If ordered products are to be delivered to an installation site the Customer assumes responsibility for the materials at the time of delivery, regardless if the Customer (or the Customer's representative) is on site to acknowledge receipt of delivery or not.

The Customer agrees to pay standard delivery charges as billed.

3. CREDIT ACCOUNTS:

3.1. Customers without a credit account with CIT must pay for goods in full before hardware goods will be supplied.

3.1.1. Non-account customers may be granted with seven (7) or fourteen (14) day terms at CIT's sole discretion (granting of these terms on one or more occasion does not imply or guarantee the same terms will be granted in the future.)

3.2. To apply for credit the Customer must complete a CIT Credit Application Form, which is then approved in writing by CIT.

Payment terms for approved credit applications are strictly fourteen (days) from invoice date, unless explicitly agreed by CIT as otherwise. Credit limits will apply.

3.3. If the Customer does not make payment within these terms and/or exceeds their credit limit at any time CIT, at its discretion, reserves the right to:

3.3.1. Suspend or cancel pending orders and/or current or future services and installations.

3.3.2. Suspend the Customer's credit account until such time as all outstanding amounts are paid in full.

3.3.3. Suspend the Customer's credit account and claim immediate full payment of all amounts due by the Customer notwithstanding the due date/s for payment or any terms agreed by CIT.

3.3.4. Cancel the Customer's credit account indefinitely and require pre-payment or COD for future supply.

3.3.5. Enlist the services of a debt collector, CIT's solicitors or use the Magistrates Court process to recover all outstanding amounts. Any charges incurred by CIT for using such a service will be payable in full and the responsibility of the Customer.

3.3.6. Interest of 2.0% per month (or a minimum of \$50.00) will be charged on any overdue amounts until such time as all outstanding amounts are paid in full (including interest charges.)

3.4. CIT can vary or withdraw any credit facility at its discretion, without liability to the Customer or any other party.

4. PURCHASE ORDERS:

4.1. Only these terms (not other terms and conditions which may be attached to or incorporated in a purchase order) form part of the agreement between CIT and the Customer.

CIT's acceptance of a purchase order will not infer or be acceptance of any other such terms or conditions.

5. QUOTATIONS:

5.1. Quotations are valid for fourteen (14) days unless otherwise specified in the quotation.

Product specifications and availability are subject to change without notice.

5.2. Where imported equipment is involved, the quoted price is based on the exchange rate at the time of order. Should the actual exchange rate vary and increase from the Base Exchange rate, then the component of imported goods included in the order and price quoted would be adjusted accordingly

5.3. Unless specified, all quotations are in Australian Dollars (AUD.)

6. INVOICING:

6.1. A progress invoice may be issued monthly where supply or installation of goods exceeds thirty (30) days. This invoice must be paid in full within the terms specified on the invoice. Failure to do so may see the supply or installation suspended until full payment is received.

6.2. Any queries or complaints regarding an invoice must be raised as soon as possible in writing within 7 days of invoice or receipt of goods (whichever is the latter) to be addressed to accounts@commandit.com.au. Failure to do so indicates the Customer's total acceptance and responsibility for prompt payment of the full amount of the invoice.

7. RETURNS AND CANCELLATIONS:

7.1. Cancellations for custom ordered goods will not be accepted once CIT has commenced ordering and/or shipment of the goods.

7.2. Custom made products, including cables, are not returnable for credit unless proved to be faulty.

7.3. The Customer may return goods purchased from CIT for credit or refund subject to the following:

7.3.1. The goods are returned to CIT with the original invoice within twenty one (21) days of the invoice date.

7.3.2. The goods are new and remain unused.

7.3.3. The goods are in the original packaging, which has not been damaged or altered in any way.

7.4. Goods satisfying 7.3.1. to 7.3.3. may be subject to a 20% re-stocking fee at CIT's discretion, except when faulty or incorrectly supplied by CIT.

7.5. Credit for returned goods will be in the form of company credit only.

7.6. Goods supplied by CIT that are deemed to be faulty by CIT within thirty (30) days of invoice date may be returned to CIT for exchange, credit or refund.

7.7. Except when incorrectly supplied, the Customer will be responsible for payment of any return freight charges.

8. PRODUCT AND SERVICE GUARANTEE AND WARRANTY:

8.1. All goods and services supplied by CIT shall have the benefit of any warranty given by the goods' respective manufacturer. However, subject to the Trade Practices Act, CIT will not be liable for any damage, direct or consequential, arising out of any faults or defects including, but not limited to, those caused by:

8.1.1. External causes including; natural disaster, fire, water, lightning, power surge or spike, accident, neglect, misuse, vandalism.

8.1.2. The use of the goods for other than its intended purpose.

8.1.3. The use with or connection of the goods to item/s not approved by CIT.

8.1.4. The performance of maintenance or attempted repair by person/s other than CIT or as authorised by CIT.

8.1.5. Any configuration or reconfiguration by the Customer.

8.2. Cables manufactured by CIT (including custom) carry a twelve (12) month warranty against faults or defects excluding, but not limited to, the causes outlined in 8.1.1. to 8.1.5.

8.3. No liability is assumed for any consequential damages caused from the use of goods supplied by CIT.

8.4. The Customer is responsible for any return freight charges for goods returned under warranty.

9. CONTENT:

9.1. CIT may add to or vary any part or parts of these terms at any time without notice.

9.2. If any of these terms are or later become illegal or unenforceable, the illegal or unenforceable part of those terms are taken to be severed from these terms, but all other terms remain in place.



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