

Trading Terms and Conditions

These are the Terms and Conditions governing the sale of product by Entire Tech, ABN 52 640 714 049. The rights described in this policy are in addition to the statutory rights to which you may be entitled under the Competition and Consumer Act 2010 (Cth) and other applicable Australian consumer protection laws and regulations.

Definitions

- *Us, we or our* means Entire Tech (ABN: 52 640 714 049).
- *Customer* means you, the person who buys goods or services from Entire Tech.
- *Invoice* means the document that lists the Goods and Services supplied by us to you, that is payable by you.
- *Goods* are any products or services that are sold by us to you.
- *Special orders* are non-stocked products that are specifically made and ordered for you.

The terms in this document apply to all sale transactions at Entire Tech. By placing an order or making a purchase with us, you agree to the terms set forth below. Furthermore, you agree to the Fees and Charges set out by Entire Tech on our Fees and Charges schedule which can be found on our website.

1. Terms of payment

- 1.1. Unless otherwise agreed between the parties in writing; all invoices are due in accordance with the payment due date set out on the invoice.
- 1.2. If the Customer fails to pay the invoice by the Payment Due Date, Entire Tech may at its option:
 - 1.2.1. Charge interest on the unpaid invoice, equal to the lesser of 1% of the outstanding amount, calculated monthly; or the maximum rate allowed by Australia law at the time that the invoice becomes outstanding;
 - 1.2.2. Enforce its security interest in the Product in accordance with paragraph 12;
 - 1.2.3. Take action to recover the invoice amount owing plus the interest specified in section 1.2.1.
- 1.3. In the event that Entire Tech is required to take action to recover an amount owing under this section 1, the Customer agrees to reimburse Entire Tech for all costs and expenses (including but not limited to reasonable legal costs) incurred by Entire Tech in relation to its collections of the amounts owed to it.

2. Deposit

- 2.1. You may be required to pay a 50% deposit to us upfront for the hardware component on any individual orders before any works commence.
- 2.2. In the event that your order value of hardware is revised upwards, you may be required to pay us any incremental deposit calculated on the revised order value.
- 2.3. In the event that you have paid a 50% upfront deposit for a customer order, this deposit amount will be offset against your account when the order is completed or when the invoice becomes payable.
- 2.4. In the event that the order is cancelled by you, provided the conditions specified in section 3 are met, the deposit will be returned less any restocking fee(s) that applies if the stock has already been ordered or shipped by the supplier.

3. Returns and Cancellations

- 3.1. No order may be cancelled or returned unless upon a written request by you and contingent on approval by us.
- 3.2. Prior to cancellation or returning Goods, an authorisation number must be obtained by emailing admin@entire.tech before credits can be issued.
- 3.3. All refunds will be facilitated as a credit to the applicable account.
- 3.4. We will not accept any returns of special orders including Custom To Order (CTO) machines.
- 3.5. We are unable to accept any returns of RAM or hard disk drives unless assessed as faulty.
- 3.6. Goods that are non-warranty or found fault-free will be returned at our expense and will incur a service fee.
- 3.7. In the event that the Goods delivered to the Customer is not the Goods specified in the Quote, Entire Tech will arrange and pay for the return delivery of the Goods, provided that:
 - 3.7.1. Within thirty (30) days of the delivery date, the Customer provides Entire Tech with written notification of the error; and
 - 3.7.2. The Goods is returned in the same condition as when it was delivered to the Customer.
- 3.8. If the Customer orders a Product in error, the Customer may elect to return the Product at its own cost provided that:
 - 3.8.1. Within five (5) days of the delivery date, the Customer provides Entire Tech with written notification of the error;
 - 3.8.2. The Product is returned in the same condition as when it was delivered to the Customer; and
 - 3.8.3. The Customer pays a "restocking fee", being 15% of the purchase price of the Product.

4. Warranty and Limitations of Liability

- 4.1. Under the Australia Consumer Law (ACL), Customers have certain rights which cannot be excluded, including guarantees as to the acceptable quality and fitness for purpose of goods and services.
- 4.2. Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including ACL) and which by law cannot be excluded, restricted or modified.
- 4.3. To the extent permitted by law and without limiting the Customer's rights under the ACL, Entire Tech is not liable to the Customer or any third party for:
 - 4.3.1. Indirect, special, consequential or incidental loss, damages or delays arising from or in connection with the provision of Product;
 - 4.3.2. Personal injury or property damage arising from or in connection with the use of third party equipment and accessories in conjunction with Entire Tech products and/or services; or
 - 4.3.3. Loss or damages arising from or in connection with delays in manufacture or shipment resulting from any cause beyond Entire Tech's control.

5. Security Interest

- 5.1. In this paragraph 12, PPSA means the Personal Property Securities Act 2009 (Cth). If a term used in this paragraph has a particular meaning in the PPSA, it has the same meaning in this paragraph.
- 5.2. The Customer grants to Entire Tech a security interest under the PPSA in any Product supplied under these Terms and Conditions. The Customer acknowledges that the PPSA continues to apply notwithstanding that the Product may be treated as a fixture by the Customer.
- 5.3. The Customer acknowledges and agrees that Entire Tech may apply to register a security interest in the Product at any time before or after delivery of the Product. The Customer waives its right under s157 of the PPSA to receive notice of any verification of the registration.
- 5.4. If the Customer defaults in the performance of any obligation owed to Entire Tech under these Terms and Conditions or any other agreement with Entire Tech to supply products to the Customer, Entire Tech may enforce its security interest in any of its rights under these Terms and Conditions or the PPSA. To the maximum extent permitted by law, both parties agree that the following provisions of the PPSA do not apply to the enforcement by Entire Tech of its security interest in the Product: s95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143.
- 5.5. Both parties agree not to disclose information of the kind mentioned in s275(1) of the PPSA, except in circumstances required by sections 275(7) (b)-(e) of the PPSA.
- 5.6. The Customer must promptly do anything required by Entire Tech to ensure that Entire Tech's security interest is a perfected security interest and has priority over all other security interests in the Product.

6. Credit Terms – Privacy Notices

- 6.1. The Customer consents to Entire Tech giving and receiving information about the Customer in accordance with the provisions of the Privacy Act 1988 (Cth) (Privacy Act). Any personal information of the Customer collected by Entire Tech will be used, stored, and disclosed consistently in accordance with the provisions of the Privacy Act.
- 6.2. To enable Entire Tech to assess the Customer's creditworthiness, the Customer authorises Entire Tech to obtain from a credit reporting agency, a credit report containing personal information about the Customer pursuant to the Privacy Act and to obtain a report from a credit reporting agency and other information in relation to the Customer's commercial and/or consumer credit activities.
- 6.3. The Customer authorises Entire Tech to give to and obtain from any credit provider named in a credit report issued by a credit reporting agency information about the Customer's credit arrangements in accordance with the Privacy Act. The Customer understands that this information can include any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act. This includes payment information and information on defaults or credit infringements.

Repair Terms and Conditions

Business Customers

These are the Terms and Conditions governing the repair of your product by Entire Tech, ABN 52 640 714 049. The benefits conferred by the following terms and conditions are in addition to all other rights and remedies of consumers under the Competition and Consumer Act 2010 and any other laws and regulations in relation to the goods and services to which these terms and conditions relate.

- *Sales Order Quote* means the document that lists the product and services that you have engaged or ordered Entire Tech to supply.
 - *Job Ticket* refers to the numerically numbered identifier that is assigned to you once a request for works to be completed has been submitted via our job ticketing system.
1. Entire Tech will service your product as described, for the charges shown on the Sales Order Quote or Job Ticket. Entire Tech understands that your data may be valuable to you. Data loss during service is always a possibility, and in some cases, data may be unrecoverable, erased, or reformatted during service. For this reason, it is your sole responsibility to back up all existing data, software, and/or programs from your product, and to decide whether to erase any such data from your product, prior to receiving service. Entire Tech and its agents are, to the maximum extent permitted by law, not responsible for any loss, recovery, or compromise of data, software or programs, or loss of use of your product or other equipment arising out of the services provided by Entire Tech. You represent that your product does not contain any illegal files or data. You acknowledge that your device may be sent out by common carrier to be serviced by an external service provider. For this reason, it is recommended that you back up your device and erase it, prior to submission for service if required.
 2. Unless your product is repaired under warranty or extended service contract without charge, you will pay Entire Tech the amount shown on the Tax Invoice. Payment is due once the product is returned to you within your credit terms as shown on the Tax Invoice. Unless specified otherwise, the estimated amount shown on the Sales Order Quote or Job Ticket includes all parts, labour, transportation required for the repair of the product and any applicable tax. Entire Tech may hold you responsible for the diagnostic fee on the Sales Order Quote or Job Ticket (including any applicable tax) if Entire Tech inspects your product, provides an estimate for you, and you do not authorise Entire Tech to undertake the repairs for the estimated charges. If Entire Tech determines, while inspecting your product, that repairs are needed due to failures of parts that are due to damage caused by abuse, misuse or misapplication, Entire Tech reserves the right to return the product to you without repairing it, and will hold you responsible for the diagnostic fee on the Sales Order Quote or Job Ticket (including any applicable tax). To the maximum extent permitted by law, Entire Tech and its agents will not be responsible for any damage to the product that occurs during the repair process that is a result of any unauthorized modifications or repairs or replacements not performed by Entire Tech. If damage results, Entire Tech will seek your authorization for any additional costs for completing service. If you decline authorization, Entire Tech may return your product unrepaired in the damaged condition without any responsibility.
 3. As part of service, Entire Tech may install system software updates that will prevent your product from reverting to an earlier version of the system software. Third party applications installed on your product may not be compatible or work as a result of the system software update.
 4. If the requested repairs require labour and/or parts not specified on the Sales Order Quote or Job Ticket, Entire Tech may seek your approval of a revised estimate. If you do not agree that Entire Tech may revise the charges, Entire Tech may return your product and hold you responsible for the diagnostic fee shown on the Sales Order Quote or Job Ticket (including any applicable tax).
 5. Entire Tech may use new, used or reconditioned parts in the repair of your product. If Entire Tech replaces a part, then unless otherwise agreed, title in the replaced part will pass to Entire Tech as its property, and the replacement part will become your property. Replaced parts are generally repairable and are exchanged or repaired by Entire Tech for value. If you and Entire Tech agree for Entire Tech to return a replaced part to you, you agree to pay Entire Tech the cost of the replacement item in addition to any other charges for the repair service.
 6. If your product is repaired outside of warranty, Entire Tech warrants (1) that the repairs will be performed in a competent and workmanlike manner and (2) that all parts used to repair your product will be free from defects in materials and workmanship for a period of ninety (90) days, unless otherwise specified by Entire Tech. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. If a defect exists in a replacement part during the part's warranty period, at its option, Entire Tech will (1) repair the part using new, used or reconditioned replacement parts, (2) replace the part with a new, used or reconditioned equivalent part, or (3) refund the fair market value of the part, as determined by Entire Tech.

To the extent permitted by law, this warranty and remedy are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied, with respect to the repair parts. To the extent permitted by law, Entire Tech specifically disclaims any and all implied warranties with respect to such parts, including, without limitation, warranties of merchantability and fitness for a particular purpose. If Entire Tech cannot lawfully disclaim implied warranties under this limited warranty, all such warranties, including warranties of merchantability and fitness for a particular purpose, are limited in duration to the duration of the express limited warranty.

Certain legislation, including the Competition and Consumer Act 2010, may imply warranties or conditions or impose obligations upon Entire Tech, which cannot be excluded, restricted or modified, or cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which Entire Tech is entitled to do so, Entire Tech limits its liability in respect of any claim under those provisions to at Entire Tech's option (1) the supplying of the services again or (2) the payment of the cost of having the services supplied again.

7. If any product should be damaged or lost while in Entire Tech's custody, to the extent permitted by law Entire Tech's liability will be limited to the cost of repair or replacement of the affected product. Subject to the previous sentence, Entire Tech's entire liability for your damages from any cause whatsoever with respect to the repair of your product, whether due to Entire Tech's negligence or to any other reason, is limited to the amounts that you pay for repair services. To the extent permitted by law, your only remedy under this repair agreement in respect of any matter not addressed by the previous sentences is to seek recovery of damages against Entire Tech in an amount not exceeding what you have paid for repair services. To the extent permitted by law, Entire Tech has no liability whatsoever for indirect, special, exemplary or consequential damages, lost profits or revenue. To the extent permitted by law, Entire Tech also has no liability for loss of or damage to data or software applications. To the extent permitted by law, Entire Tech is not responsible for any failures or delays in providing services that are due to events outside Entire Tech's reasonable control. Repair of your goods may result in loss of data. To the extent permitted by law, Entire Tech is not liable for any defects or damage to any software or data stored, residing or recorded in your product, nor for any loss, corruption or breach of such data, including any confidential, proprietary or personal information or removable data. By providing your product under these terms and conditions you accept and agree that either (a) you have made a backup copy of your data and removed any confidential, proprietary or personal information and removable media, or (b) you have assumed the risk that such information or media may be lost, corrupted or compromised during service or repair. You further acknowledge and agree that Entire Tech cannot guarantee the safety, security or integrity of any data that remains on your product while it is undergoing service or repair.
8. It is a condition of Entire Tech accepting your product for repair that the product is subject to disposal of uncollected goods legislation and that this legislation confers on Entire Tech a right of sale exercisable in certain circumstances. If you have not claimed your product and paid all charges due within the minimum period required by law after Entire Tech has provided you with notice that your product is ready for re-delivery to you, Entire Tech will consider your product abandoned and Entire Tech will be entitled to exercise its rights under law to dispose of the product. Entire Tech will provide all notices to you required by this section or that Entire Tech is required to provide to you under law in relation to the exercise of Entire Tech's right of disposal, by delivering such notice at the mailing address you furnished when you authorised the repairs. Entire Tech may dispose of your product in accordance with law, and specifically, Entire Tech may sell your product at a private or public sale or by such other legally permitted means without liability to you. Entire Tech may deduct from the disposal proceeds any amounts owing to Entire Tech and any remainder will be dealt with in accordance with law. Entire Tech reserves its statutory and any other lawful liens for unpaid charges.
9. If repair service involves transferring information or installing software, you represent that you have the legal right to copy the information and agree to the terms of the software licence, and you authorise Entire Tech to transfer the information and accept such terms on your behalf in performing the service.
10. These Terms and Conditions are governed by the laws of the state of Western Australia, Australia (without giving effect to its conflict of law provisions). If any provision or part of a provision of these Terms and Conditions is held to be illegal or unenforceable, that provision or part of the provision (as the case may be) will no longer be part of the Terms and Conditions, and the Terms and Conditions will be enforceable as though that provision or part of the provision (as the case may be) never was a part of them.
11. These Terms and Conditions are the only ones that govern Entire Tech's repair of your product. Except as otherwise stated in these Terms and Conditions, no other oral or written terms or conditions apply, including those in any purchase order that you provide to Entire Tech. No one has the authority from Entire Tech to vary any of these Terms and Conditions.

Repair Terms and Conditions

Apple Service Customers

Apple Limited warranty does not cover software issues. Entire Tech is not held responsible for the data stored in devices or units, neither for the backup of such data. After a service cost or estimate has been given and a unit/device has been handed in by the customer for repair or service, the said unit/device will be stored for 90 days after which full ownership will be transferred to Entire Tech without further notice, should the unit/device not be collected by the customer. Entire Tech is not held responsible for any damages to units/devices that have been fitted with non-genuine Apple parts. It is the customer's responsibility to inform Entire Tech before any repair or service is commenced that the unit/device may be fitted with non-genuine parts. All devices sent to the Apple Repair Centre will result in data loss and loss of any sim cards and accessories that have not been removed prior to repair or service. No refunds will be given for change of mind; all part sales are final. All Entire Tech operations are in accordance with Australian Consumer Law. Service parts or products supplied by Apple are new or equivalent to new in performance and reliability. Contact details may be provided and/or used by Apple for review.