

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.
- 1.4. All hardware purchased remains the property of Entire Tech until such time as the goods invoice is paid for in its entirety.

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. 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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.

Repair Terms and Conditions

Hardware Repairs, Software and Data

1. 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 a data transfer service. For this reason, it is your sole responsibility to back up all existing data, software, and/or programs from your product. 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.
2. Unless your product is repaired under warranty or extended service contract without charge, Entire Tech will not conduct repair to your hardware. 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.
3. If your product is required to be repaired outside of warranty, Entire Tech will endeavor to contact the manufacturer on your behalf to obtain a quote for repair.
4. 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
5. 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 arranging repair. and will hold you responsible for a diagnostic fee.
6. As part of service to existing hardware, the installation of system software updates may 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.