

# Acronym IT Pty Ltd

A.B.N. 68 096 077 422 A.C.N. 096 077 422 PO  
Box 3232 Manuka ACT 2603

All sales by Acronym IT are concluded on the undermentioned STANDARD TERMS & CONDITIONS OF SALE

## TERMS and CONDITIONS

- 1) Acronym IT Pty Ltd will be known as 'The Company' in these Standard Terms and Conditions of Sale.
- 2) Payment terms are strictly net cleared within 14 days from date of invoice unless otherwise advised.
- 3) Overdue payments will incur an overdue fee of 2% per month or part thereof on the unpaid amount until fully paid. Any overdue amount becomes payable immediately and no other requests or purchase orders will be fulfilled until the overdue amount is fully paid.
- 4) Overdue invoices that involve subscription licences may have the licences suspended. A reinstatement fee of 25% of the invoice total will be payable along with the overdue fee before any licences are reinstated.
- 5) Credit card payments are welcomed but will incur a 2% surcharge on the total amount due.
- 6) Credit limits granted may not be exceeded without the written prior consent of The Company.
- 7) Goods returned will only be credited in full to The Customer's account if returned in the same condition as delivered by The Company to The Customer initially and if returned and received by The Company within 7 days from the initial delivery and with prior written approval from The Company. The Company will not accept for return and refund any product where any seals have been broken, opened or tampered with in any way unless the goods are faulty. Any refund will not be given until the defect has been confirmed by the manufacturer.
- 8) Software supplied as a down load or as licence key(s) sourced through The Company, whether directly such as via an eMail, or indirectly such as from a URL are not returnable and are non refundable unless faulty.
- 9) In the event of The Company instructing its solicitors to collect an overdue amount: all legal fees, collection charges and tracing agents fees as between solicitor and The Company shall be borne by The Customer and all payments made shall firstly be allocated towards such fees and charges, thereafter to interest and finally to capital.
- 10) The Customer hereby consents to the jurisdiction of the Laws of the Australian Capital Territory for all actions which may be instituted against it for the recovery of any amounts owing to The Company.
- 12) The Signatory/ies hereby binds himself/themselves jointly and severally as surety and co principal debtor/s in with The Customer unto and in favour of The Company, its order or assigns, for payment of any amount which is now due or owing by The Customer to The Company.
- 13) Product supplied by The Company to The Customer will be at The Customer's risk upon delivery to The Customer or into The Customer's custody (whichever the sooner), and The Customer must insure the product thereafter against such risks as The Company reasonably requires.
- 14) Ownership and title of product supplied by The Company will not pass to The Customer, but will remain with The Company until such time as all debts owing by The Customer have been paid for in full and all other debts discharged by The Customer.
- 15) Notwithstanding 13 and 14. The risk of any loss or damage to or any deterioration in product from whatever cause shall pass to The Customer at the time of delivery.
- 16) The Terms and Conditions contained herein constitute the entire Agreement between the parties and no amendment or variation shall be of any force and effect unless in writing and signed by both The Company and The Customer. No representations have been made by The Company or on its behalf which have induced The Customer to enter into this Agreement.
- 17) No relaxation or indulgence granted by The Company to the Customer shall be deemed as a waiver of any rights of The Company in terms of this Agreement and such relaxation or indulgence shall not be deemed a variation of any terms and conditions of this Agreement.
- 18) The Company shall not be responsible for any loss or damage howsoever caused to the property or person of The Customer or any third party as a result of any defect in the product whether patent or latent, and The Customer indemnifies The Company against any claims made against it by any third party arising out of any such defects.
- 19) The Company does not guarantee any software is virus free.
- 20) The Company does not warrant any product is fit for purpose.