

Terms and Conditions of Sale

Customer Acknowledgement:

All sales and service work performed by Insidebytes are governed by these Terms & Conditions of Sale.

No person(s) employed by Insidebytes or acting as an agent or representative has any kind of authority to supply goods and/or provide services that are not subject to these Terms & Conditions. No person(s) employed by Insidebytes or acting as an agent or representative has any kind of authority to alter, amend or otherwise vary these Terms & Conditions with respect to the sale of goods/services to the Customer.

By placing an order for goods/services from Insidebytes, the Customer agrees to these Terms & Conditions.

Return or Exchange of Goods:

Insidebytes will refund or credit goods returned within 21 days provided the goods are in original condition with original packaging and with proof of purchase from Insidebytes. Otherwise, Insidebytes will make its best effort to arrange exchange with the manufacturer or accept the goods back for resale. In this case, if the return is authorised by Insidebytes, a restocking fee of up to 3% may apply.

Please note that where the plastic seal of a software package is broken the return or exchange cannot be accepted due to copyright and licensing restrictions unless proven to be faulty or defective.

Return or exchange of computer hardware is sometimes not possible due to third party constraints on Insidebytes, However Insidebytes will fully refund a return or make an exchange for the following reasons:

- The item has a basic serious fault or defect that was not known by the Customer at the time of purchase.
- The item did not function the in the intended manner that Customer was informed/advised.
- The item did not match the sample the Customer was shown, or did not fit the description.

Unless agreed otherwise prior to purchasing, all sales shall be considered firm sales.

Warranty Information:

All products sold by Insidebytes are covered by the manufacturers' warranty that accompanies the product unless otherwise stated. Insidebytes makes no additional or independent warranty. Insidebytes does not warrant the performance, compatibility, integrity, merchantability and fitness for a particular purpose of any product, but merely passes through to the Customer whatever end-user warranty the manufacturers or software publishers provide with their respective products.

However, complete desktop computer systems (excluding monitors, keyboards and pointing devices) designed and built by Insidebytes and then sold to the Customer will have a 12 month warranty issued by Insidebytes.

Please Note: Due to restrictions placed upon us by the manufacturers, hardware that is defective on arrival can generally be exchanged if we are notified within 7 days of invoice. Otherwise, the manufacturer's warranty process must be followed.

Services provided by Insidebytes will be under Insidebyte's 12 month warranty except for the removal of viruses, spyware, malware or any kind of potentially unwanted program from a Customer's computer.

Insidebytes will, free of charge, remove any such infection from a Customer's computer that was not identified/found during a service call (to clean/remove from the Customer's computer viruses, spyware, malware or any kind of potentially unwanted program). However, Insidebytes will not be held liable for any subsequent infections of the Customer's computer.

Although Insidebytes will exercise due diligence, Insidebytes will also not be responsible for the infection of a Customer's computer if the Customer does not request a check or removal of such an infection during a service call.

Insidebytes cannot be held liable for the improper or inappropriate use of the equipment serviced including data. It is the customer's responsibility to ensure that regular back-ups are performed, as well as a complete back-up of the Customer's data, before Insidebytes performs a service (whenever possible). Insidebytes will take all reasonable care with data, including checking the integrity of back-ups and advising on the back-up routine conducted, however Insidebytes will not be held responsible for any loss of data, permanent or otherwise. Insidebytes will also not be liable for any consequential damage due to loss of the Customer's data (please see Limitation of Liability section below).

Delivery of Goods:

Please note that delivery times are estimates only. Insidebytes will always strive for prompt delivery, however due to reliance on third parties, Insidebytes will not be held liable to delivery delays.

The Customer is liable for any loss/damages, consequential or otherwise, that is incurred by Insidebytes as a result of failure or refusal to take delivery of goods that the customer has ordered. A restocking fee of 15% of the purchase price may also be chargeable.

The goods shall be at the Customers risk at the point of delivery. The Customer, upon taking delivery of the goods, shall immediately examine the goods and give written notice to Insidebytes of any defect within seven (7) days of such date, failing which the goods shall be deemed to have been delivered in good order and condition and accepted by the Customer.

Title of Goods:

The goods shall remain the sole and absolute property of Insidebytes as legal and equitable owner and the Customer shall hold such goods as bailee only until such time as the Customer has paid the full price. The Customer shall be liable to Insidebytes in respect of any loss or damage to the goods during such bailment.

Payment:

The price shall be paid by the Customer in full without any deduction in respect of any claimed off-set or counterclaim (including any such set-off or counterclaim on account of any delay on the part of Insidebytes in delivering any part of the goods) on or before the payment date.

For businesses holding an ABN and with an Insidebytes account (subject to approval), terms are strictly 21 days from the date of invoice. Otherwise all other payments are due at the delivery of goods and/or completion of service work.

In addition to any other rights or remedies of Insidebytes in the event of the Customer's default hereunder, Insidebytes shall be entitled:

- To charge and recover costs incurred for the collection of payment (such as but not limited to collection agency fees and legal costs), cheque dishonour fees and interest charges from the due date for payment until payment in full.
- To immediately and without notice retake possession of the goods (and for such purpose the Customer irrevocably licenses Insidebytes, its employees, contractors, servants or agents to enter upon the premises at which the goods are located to so retake possession) and resell the goods after seven (7) days written notice to the Customer and thereafter recover from the Customer any amount by which the resale price is less than the price agreed to be paid by the Customer, together with all costs and expenses suffered or incurred by Insidebytes as a result of the Customer's default.
- At the sole discretion of Insidebytes charge a restocking fee of up to 20% of the purchase price.
- At the sole discretion of Insidebytes put the Customer account credit on hold and suspend the supply of goods and services.

Errors and Omissions:

Although Insidebytes will endeavour to offer the Customer the most competitive pricing and accurate product information, because of the dynamic nature of this industry (e.g. vendor price changes and other variables beyond our control), prices, promotions, versions and availability advertised are subject to change without prior notice.

Documents and graphics published may contain technical inaccuracies or typographical errors; Insidebytes makes no representations or guarantee about the suitability of this information. If an error is made or a product is listed at an incorrect price, Insidebytes shall maintain the right to refuse or cancel any orders placed. However, if the order has been confirmed and charged to the Customer's credit card or otherwise paid for, then Insidebytes shall immediately issue a refund.

Limitation of Liability:

Insidebytes shall under no circumstances be liable for special, incidental, or consequential damages including loss of profit or opportunity, even if it has been advised of the possibility of such damages: the maximum liability for all direct damages, if any, arising out of any action shall be limited to an amount not to exceed the purchase price of the product.

Subject to any applicable Commonwealth or State Legislation, Insidebyte's liability for any such breach shall be limited, at its sole discretion, to any of the following:

- a) Replacement of the goods or any part thereof;
- b) Supply of equivalent goods or any part thereof;
- c) Repair of the goods or any part thereof;
- d) Payment of the cost of replacing the goods or acquiring equivalent goods or any part thereof;
- e) The payment of the cost of having the goods or any part thereof repaired; or
- f) Full refund of the goods upon return.

General:

All sales shall be deemed made in the state of New South Wales of Australia regardless of the location of the Customer. The Customer agrees that any dispute with Insidebytes shall be brought by the Customer exclusively in the state or federal courts situated in the State of New South Wales.

In trading, Insidebytes will comply and is subject to any Federal, State or Local laws and regulations. In the event any section, or portion of a section, of these Terms and Conditions of Sale are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms and Conditions of Sale, and the remaining terms shall continue in full force and effect.