

Terms and Conditions

Purchase of Products

Effective date – 1st of July 2020

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1. Definitions

In these Terms and any related Contract, unless the contrary intention appears:

Spectrolite means Spectrolite (ABN 99 317 164 523).

Business Day means a day that is not a Saturday, Sunday or public holiday in Victoria or, for deliveries of Products, at the place of delivery

Customer means the person who orders Products from Spectrolite, whether by telephone, email, in person, through Spectrolite's online ordering system or otherwise.

Products mean the goods purchased or to be purchased by Customer from Spectrolite which are the subject of a Contract.

Order means a purchase order for Products which has been accepted by Spectrolite but excluding any terms or conditions printed on or referred to in Customer's purchase orders or other documentation unless expressly agreed to in writing by Spectrolite.

Intellectual Property Rights means any intellectual or industrial property rights (including any registered or unregistered trademarks, patents, designs, or copyright)

Personal Information means information about the Customer from which the Customer's identity is apparent or can reasonably be ascertained. Personal information includes the Customer's name, address and other and the Customer's personal or commercial credit rating.

2. Ordering

2.1. Quotation

Any quotation we provide is not an offer capable of acceptance. That applies whether or not the quotation is in writing. A price estimate provided orally is not a quotation.

2.2. Order acceptance

We are not obliged to accept any orders from you. If you do place any order with us, then it becomes binding from the moment that we accept the order even if we do not tell you that it has been accepted.

2.3. Placing an order

By Placing an order to purchase products the Customer acknowledges agreement with these Terms and Conditions of Sale from Spectrolite. Unless any exemptions defined on this document, all goods are supplied on these terms and conditions only. Any entity or a person in the employment or an agent for Spectrolite has no authority to supply goods on any other terms and conditions or to alter these terms and conditions in any way, shape, or form. These terms and conditions of sale shall not alter or negate any previous agreements or transactions between Spectrolite and the Customer.

3. Pricing

Unless specifically defined and are not subjected to any exemptions, all prices quoted excludes Goods and Services Tax (GST). GST will be added upon ordering goods and must be paid.

4. Return or Exchange of Goods

In accordance with the Australian Consumer Law the Customer will have specific legal rights for any goods and services purchased from Spectrolite ("Consumer Guarantees"). Additional information related to the Consumer Guarantees can be found at <http://www.accc.gov.au>

In any instance in which any products or services purchased from Spectrolite fail to meet the necessary Consumer Guarantees, Spectrolite is committed to meet its obligations to provide a refund, repair or replacement at its own expense as required by the Australian Consumer Law.

At its own discretion Spectrolite may choose to refund, replace or repair goods returned by the Customer within a reasonable time, generally within 14 days for any reason except, due to breach of the Consumer Guarantees. In addition to that, the goods need to be in original condition, current version (excludes special orders), hardware, peripheral or clearance item. Under the circumstances defined, on a best effort basis, Spectrolite will arrange an exchange with the manufacturer or accept the goods back for resale, in which case a return authorized by Spectrolite will incur a restocking fee of up to 30% of the purchase price.

Spectrolite does not have any general obligation to provide refund, exchange or repair under the following circumstances:

- a. Received goods which customer requested but simply changed their mind, found it for a lower price somewhere else, decided customer did not like the purchase or had no use for it
- b. misused a product in any way that caused the problem
- c. knew of or were made aware of the faults before customer bought the product
- d. asked for a service to be done in a certain way against the advice of Spectrolite or were unclear about what customer themselves wanted.
- e. Due to copyright and licensing restrictions, a return or an exchange cannot be accepted if the plastic seal or shrink wrap of a license agreement is broken.

Due to manufacturer and/or supplier constraints, Spectrolite may not be able to exchange hardware and peripherals. Spectrolite will however arrange a refund in the event of a breach of Consumer Guarantees.

If no Consumer Guarantees were breached, the right to refuse the return or exchange of products is at the discretion of Spectrolite and a restocking fee of up to 30% of the purchase price may apply to returned goods.

5. Warranty Information

All products sold by Spectrolite are covered by the manufacturers' warranty that accompanies the product at the time of the sale. Spectrolite makes no additional or independent warranty in addition to the Consumer Guarantees or those offered by the manufacturer of a product.

6. Delivery of Goods

Only for deliveries organised by Spectrolite, we do take all measures to quickly and reliably deliver our Customers orders, however, please note that delivery times are estimates only and Spectrolite shall not be liable for delays.

If the Customer fails or refuses to take delivery of the goods, then in addition to all other rights and remedies of Spectrolite, the Customer shall be liable for all loss and damage (including consequential loss and damage) suffered or incurred by Spectrolite as a result thereof and Spectrolite, at its discretion may charge a restocking fee of up to 30% of the purchase price.

6.1. Contactless Delivery

If selected, you must specify where you would like the goods to be left (at the front entrance, inside the garage, etc). Spectrolite and our couriers cannot be held responsible for goods being left unattended which might go missing if an order has been authorised to leave at a safe place on premises.

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 Spectrolite of any defects identified within five (5) 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.

7. Title of Goods

The goods shall remain the sole and absolute property of Spectrolite as legal and equitable owner and the Customer shall hold such goods as bailee only until such time as the Customer shall have paid for the goods in full. The Customer shall be held liable to Spectrolite if any loss or damage to the goods during such bailment

8. Payment

The price shall be paid by the Customer in full without any deduction in respect of any claimed set-off or counterclaim (including any such set-off or counterclaim on account of any delay on the part of Spectrolite in delivering any part of the goods) on or before the payment due date. In addition to any other rights or remedies of Spectrolite in the event of the Customer's default hereunder, Spectrolite shall be entitled:

- a. 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, interest at the current bank overdraft rate plus two per cent per annum from the due date for payment until payment in full;
- b. At the sole discretion of Spectrolite charge a restocking fee of up to 30% of the purchase price.

8.1. Credit Card Fees

An account processing fee will be charged, unless otherwise agreed, for payments made by credit card, up to 1.5% for payments made by credit card. Maximum credit card transaction limit is AUD 10,000 inclusive of GST and only Visa or Mastercard is accepted.

9. Errors and Omissions

We bring the most competitive pricing to our customers at Spectrolite. Due to dynamic nature of the IT 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. If an error is made or a product is listed and/or sold at

an incorrect price, Spectrolite shall maintain the right to refuse or cancel any orders placed. If the order has been confirmed and charged to your account or credit card, Spectrolite shall immediately issue a credit or refund.

10. Variations in specifications

We reserve the right to vary the specifications or performance criteria of any product from time to time and to obtain products from different sources, at our absolute discretion. We may do that without telling you provided we have reasonable grounds for believing that the alternative product offered is substantially similar to that previously offered or represents an improvement.

11. Limitation of Liability

Spectrolite shall under no circumstances, except where the consumer guarantees apply, 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.

12. Governing Law

All sales shall be deemed made in the state of Victoria, Australia, regardless of the location of the Customer. The Customer agrees that any dispute with Spectrolite shall be governed by the Victorian law and the Customer irrevocably submits to the exclusive jurisdiction of Victorian courts and courts hearing appeals from those courts.

13. Backorder Cancellation Policy

Other than "special orders" (goods ordered were explicitly ordered to satisfy a specific customer need or cannot be refunded to Spectrolite by its supplier), an order may be cancelled before it has left our warehouse with no cancellation fee. If the order has left the warehouse, a fee may apply to cover courier and restocking costs.

14. General

To the extent 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 as far as practicable be read down or stricken from the Terms and Conditions of Sale, so that the remaining terms can continue in full force and effect

14.1. Changes to Terms and Conditions

Spectrolite may amend (add, remove or otherwise change) these terms and conditions without prior notice. It is the responsibility of the customer to read and understand these terms and conditions each time an order is placed.

14.2. Notification of Changes

If and when we make any changes to any part of this Terms and Conditions document, we will amend the effective date displayed on page one.