



POS 1 TERMS and CONDITIONS

POS1

A.B.N. 9210 5311 669

TERMS AND CONDITIONS OF SALE

1. The normal trading terms of POS 1 are COD payment by Cash, Cheque or Direct Deposit. Credit Card payment is accepted on COD accounts at no extra charge but a 3% charge will apply when paying credit accounts by credit card.
 2. In the event the account becomes overdue, POS 1 reserves the right to charge interest in accordance with the Penalty Interest Rates Act 1983.
 3. POS 1 at its discretion, reserves the right to refer the overdue account to a mercantile agency or a solicitor for collection and recovery action and I/we agree to be responsible to meet all reasonable costs and commissions incurred in employing a mercantile agent or solicitor to collect the overdue amount.
 4. **Agreement that POS 1 may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)**
If POS 1 considers it relevant to assessing my/our application for commercial credit, I/we agree to POS 1 obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by POS 1.
 5. **Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)**
I/we agree to POS 1 obtaining personal information about me/us from other credit providers, whose names I/we may have provided for POS 1 or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to POS 1.
 6. **Agreement to a credit provider being given a credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)** I/we agree that POS 1 may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.
 7. The Applicant(s) must inform POS 1 in writing within seven (7) days of any change of his/her their business or corporate structure.
 8. POS 1 reserves the absolute right to refuse or withdraw the Applicant(s) credit facilities at any time in its sole discretion.
 9. All contracts between POS 1 and the Applicant shall be deemed to have been entered into in the State of Victoria and shall be construed according to the Laws of the State of Victoria.
 10. POS 1 reserves the following rights in relation to any goods provided to the Applicant by POS 1 Pty Ltd, until all accounts owed by the Applicant to POS 1 are fully paid:
 - (1) legal ownership of the goods;
 - (2) to enter the Applicants premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
 - (3) to keep or resell any goods repossessed pursuant to (2) above;If the goods are resold, or products manufactured using the goods are sold, by the Applicant, the Applicant shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of POS 1 and shall pay such amount to POS 1 upon request. Notwithstanding the provisions above POS 1 shall be entitled to maintain an action against the Applicant for the purchase price and the risk of the goods shall pass to the Applicant upon delivery.
 11. Any signatory for a proprietary Company Applicant shall be personally liable for the due performance of the Applicant's obligations as if the signatory was the Applicant.
 12. Orders placed with POS 1 and accepted after signing the POS 1 application will be accepted strictly subject to these conditions of sale and the placing of such orders shall be conclusive of the fact that the Applicant has read, understands and agrees to such conditions of sale.
 13. Delivery will be made to the location specified on the order form and the Applicant shall be liable for freight and handling charges.
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14. POS 1 will endeavour to fill all orders promptly but will not be liable in respect of any delay occurring in the supply of the goods and/or services or any loss or costs the Applicant may suffer as a result. POS 1 shall not be liable for indirect or consequential loss or any loss to Applicant(s) due to the delay.
 15. Claims for short delivery or goods damaged in transit must be made in writing to POS 1 within seven (7) days from the date of invoice, claims after this period will be rejected by POS 1.
 16. POS 1 offers Warranty on all new Hardware supplied, for use in Australia only. This warranty does not extend to accessories or defects or injuries caused by or resulting from causes not attributable to faulty parts or the manufacture of the product, including but not limited to, defect or injury caused by or resulting from misuse, abuse, neglect, accidental damage, improper voltage, liquid spillage, pest infestation, software or any alterations which are not authorised by POS 1P. Warranty repairs are to be returned to POS 1 for repair, insurance and freight prepaid, with appropriate paperwork including copy of original invoice and completed RA form. Please contact our Sales Department to confirm warranty period on particular products. The Applicant acknowledges that POS 1 is a distributor not a manufacturer and the warranty offered by POS 1 is a reflection of the warranty offered by the manufacturer. Goods returned to POS 1 as part of a warranty claim shall be on forwarded by POS 1 to the manufacturer for assessment and either rejection of the warranty claim or repair or replacement in accordance with the applicable manufacturer's warranty.
 17. If POS 1 inspect & quote a chargeable repair and that quote is not accepted by the customer, a "Quote Fee" will be applicable. POS 1 has a minimum service charge of 1 hour on all repairs carried out by the POS 1 Service Centre. If a repair is not collected from the POS 1 Service Centre within 90 days from the book-in date, then POS 1 holds no responsibility for the equipment after this time.
 18. POS 1 request that all Purchase Orders be faxed or emailed to our Sales Department, therefore no responsibility is taken for errors with any orders placed by telephone. Re-stocking fee or refusal of claim will apply to any errors with telephone orders.

58 Carroll Rd Oakleigh South 3167

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ABN: 92 105 311 669

POSIFLEX SHARP
Simply the best.

NEC

PosBox

CES TS
Simply the best EPoS software



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19. POS 1 is committed to exceptional customer service, and therefore undertakes that any dispatch errors caused by POS 1 will be collected and credited without question. POS 1 also understands that Applicant(s) are often asked to accept returns from their customers for a variety of reasons outside POS 1's control. To this end we are happy to assist Applicant(s) by taking back standard stock line goods within a seven (7) day period, deducting a 25% re-stocking fee. If goods have been ordered from a Supplier specifically for the Applicant then POS 1 will not accept these goods for credit return. Goods are to be returned to POS 1, insurance and freight prepaid, along with a copy of the Original Purchase Invoice. Goods must be returned to POS 1 complete (instruction manuals and keys) and in full resaleable condition – damage to, or markings on the original packaging may deem the products unsaleable, therefore the return claim will be rejected. A completed RA form must accompany returns. Credit will NOT be issued for freight content of original invoice. No refund can be issued, credit to be allocated against client account.

20. Non-standard orders cannot be cancelled once placed with POS 1 and the Applicant must accept delivery of the goods within seven (7) days of POS 1 advising the Applicant of the availability of the goods for delivery.

21. POS 1 shall not be liable for indirect or consequential loss or damage suffered by the Applicant as a consequence of any action or inaction on the part of POS 1.

I/we acknowledge that the information provided within this application has been read and understood by me/us, and I/we agree to be bound by the terms and conditions printed on this application.

DATED theDay of 20.....

Signature of Director/Proprietor (1) Full Name

Position

Signature of Director/Proprietor (2) Full Name

Position

Signature of Director/Proprietor (3) Full Name

Position

Signature of Director/Proprietor (4) Full Name

Position

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