



Command IT Services

Standard Terms and Conditions of Sale

Command IT Services Pty Ltd (ABN 38 100 795 515) Unit 13A, 160 Balcatta Road. Balcatta WA 6021

admin@commandit.com.au 1300 466 866 www.commandit.com.au

1. Command IT Services Pty Ltd (ABN 38 100 795 515) ("CIT") agrees to provide the requested services and/or supply the requested goods ("Services") to the Customer only on these CIT standard sale terms and conditions ("these terms".)
2. **ISSUE AND ACCEPTANCE OF ORDER**
3. The Order between CIT and the Customer for the supply of the Services described in the Order to the Customer on the terms and conditions contained herein, shall constitute a binding contract between CIT and the Customer adhering to CIT terms and conditions of trade sale.
4. CIT shall not provide Services to the Customer without receiving or obtaining an Order, verbal or written approval from the Customer.
5. If the Customer is unwilling or unable to accept the offer made by CIT in the Order under the terms and conditions specified herein, the Customer shall do all thing necessary to straight away immediately contact CIT advising in writing of any variations the Customer requires to be made for the acceptance or rejection in writing by the Customer.
6. If the Customer proceeds to accept the supply of the Services without first requesting or receiving CIT's written acceptance of variations proposed by the Customer, then the Customer is deemed to have accepted the terms and conditions contained herein and the terms of the Order.
7. **BILLING AND ENGAGEMENT**
8. CIT provides services based on a time and materials basis, hourly rates are applicable and hourly rates are subject to change. Where CIT proposes to change the hourly rates that apply, CIT will notify Customer in writing of the proposed revised hourly rates that will apply and the date from which they are to apply.
9. The Customer accepts the hourly rates in writing, by Quote, Order or by conduct by continuing to request services or provide instructions to CIT.
10. The Customer engages CIT to perform the Services and any such other related matters or supplementary service work as CIT may be requested to provide to the Customer.
11. **SERVICE ORDER DELIVERY**
12. Services to be provided on request of the Customer will be commenced within a reasonable period of time of a request being received from the Customer, made during normal business hours to the office number or support email address or otherwise notified to Command IT in writing.
13. Support requests submitted by the Customer will be resolved or remedied to a reasonably acceptable level of completion and handled in accordance to the severity and impact of the support request.
14. CIT does not warrant or guarantee to the Customer a particular IT service fix outcome, technical problem resolution or ongoing solution remedy other than reasonable best effort troubleshooting service interactions for the Customer.
15. **PAYMENT:**

16. The following forms of payment are accepted: Visa, MasterCard, EFT direct deposit, EFTPOS.
17. A surcharge of 2.5% may apply to credit card payments.
18. If a surcharge is deemed to be applicable by CIT the Customer will be advised and given the option to use another method of approved payment.
19. CIT may ask the Customer for security purposes to provide positive identification if paying over the phone and or using a credit card.
20. Direct deposit payments are not deemed to be received until the funds have reached CIT's bank account.
21. The Customer is not entitled under any circumstances to any retention or otherwise to retain any amount due to CIT whatsoever for any reason. All payments are to be made without deduction or other set off of any kind.
22. Payment must be made in Australian Dollars (AUD)
23. **SUPPLY AND DELIVERY:**
24. Ownership of the invoiced goods will only pass to the Customer when full payment of the invoice is received by CIT.
25. If ordered products are to be delivered to an installation site the Customer assumes responsibility for the materials at the time of delivery, regardless if the Customer (or the Customer's representative) is on site to acknowledge receipt of delivery or not.
26. The Customer agrees to pay standard delivery charges as billed.
27. **CREDIT ACCOUNTS:**
28. Customers without a credit account with CIT must pay for goods in full before hardware goods will be supplied. (Hardware provided on one or more occasion without upfront payment does not imply or guarantee the same term will be granted in the future.)
29. Non-account customers may be granted with seven (7) or fourteen (14) day terms at CIT's sole discretion (granting of these terms on one or more occasion does not imply or guarantee the same terms will be granted in the future.)
30. To apply for credit the Customer must complete a CIT Credit Application Form, which is then reviewed and approved in writing by CIT at CIT's sole discretion.
31. Payment terms for approved credit applications are strictly fourteen (days) from invoice date, unless explicitly agreed by CIT as otherwise. Credit limits will apply.
32. If the Customer does not make payment within these terms and/or exceeds their credit limit at any time CIT, at its discretion, reserves the right to:
 - 32.1) Suspend or cancel pending orders and/or current or future services and installations.
 - 32.3) Suspend the Customer's credit account until such time as all outstanding amounts are paid in full.
 - 32.3) Suspend the Customer's credit account and claim immediate full payment of all amounts due by the Customer notwithstanding the due date/s for payment or any terms agreed by CIT.
 - 32.4) Cancel the Customer's credit account indefinitely and require pre-payment or COD for future supply.
 - 32.5) Enlist the services of a debt collector, CIT's solicitors or use the Magistrates Court process to recover all outstanding amounts. Any charges incurred by CIT for using such a service will be payable in full and be the responsibility of the Customer.
33. Interest of 2.0% per month (or a minimum of \$50.00 per month) will be charged on any overdue amounts until such time as all outstanding amounts are paid in full (including interest charges.)

34. CIT can vary or withdraw any credit facility at its discretion, without liability to the Customer or any other party.
- 35. PURCHASE ORDERS:**
36. Only these terms (not other terms and conditions which may be attached to or incorporated in a purchase order) form part of the agreement between CIT and the Customer.
37. CIT's acceptance of a purchase order will not infer or be acceptance of any other such terms or conditions.
- 38. QUOTATIONS:**
39. Quotations are valid for fourteen (14) days unless otherwise specified in the quotation.
40. Product specifications or availability are subject to change without notice.
41. Where imported equipment is involved, the quoted price is based on the exchange rate at the time of order. Should the actual exchange rate vary and increase from the Base Exchange rate, then the component of imported goods included in the order and price quoted would be adjusted accordingly
- 42. INVOICING:**
43. A progress invoice may be issued monthly where supply or installation of goods exceeds a term of thirty (30) days. This progress invoice must be paid in full within the terms specified on the invoice. Failure to do so may see the further supply or installation suspended until full payment is received.
44. Any queries or complaints regarding an invoice must be raised as soon as possible in writing and within 7 days of invoice date or receipt of goods (whichever is the latter) to be addressed to accounts@commandit.com.au. Failure to do so indicates the Customer's total acceptance and responsibility for prompt payment of the full amount of the invoice.
- 45. RETURNS AND CANCELLATIONS:**
46. Cancellations for custom ordered goods will not be accepted once CIT has commenced ordering and/or shipment of the goods.
47. Custom made products, including cables, are not returnable for credit unless proved to be faulty.
48. The Customer may return goods purchased from CIT for credit or refund subject to the following:
49. The goods are returned to CIT with the original invoice within twenty one (21) days of the invoice date.
50. The goods are new and remain unused.
51. The goods are in the original packaging, which has not been damaged or altered in any way.
52. Goods may be subject to a 20% re-stocking fee at CIT's discretion, except when faulty or incorrectly supplied by CIT.
53. Credit for returned goods will be in the form of company credit only.
54. Goods supplied by CIT that are deemed by CIT to be faulty within thirty (30) days of invoice date may be returned to CIT for exchange, credit or refund.
55. Except when incorrectly supplied, the Customer will be responsible for payment of any return freight charges.
- 56. PRODUCT AND SERVICE GUARANTEE AND WARRANTY:**
57. All goods and services supplied by CIT shall have the benefit of any warranty given by the goods' respective manufacturer. However, subject to the Trade Practices Act, CIT will not be liable for any damage, direct or consequential, arising out of any faults or defects including, but not limited to, those caused by:

- 57.1)** External causes including; natural disaster, fire, water, lightning, power surge or spike, accident, neglect, misuse, vandalism.
- 57.2)** The use of the goods for other than its intended purpose.
- 57.3)** The use with or connection of the goods to item/s not approved by CIT.
- 57.4)** The performance of maintenance or attempted repair by person/s other than CIT or as authorised by CIT.
- 57.5)** Any configuration or reconfiguration by the Customer.
- 58.** Cables manufactured by CIT (including custom) carry a twelve (12) month warranty against faults or defects excluding, but not limited to, the causes outlined in 57.
- 59.** No liability is assumed for any consequential damages caused from the use of goods supplied by
- 60.** The Customer is responsible for any return freight charges for goods returned under warranty.
- 61. CONTENT:**
- 62.** CIT may add to or vary any part or parts of these terms at any time without notice.
- 63.** If any of these terms are or later become illegal or unenforceable, the illegal or unenforceable part of those terms are taken to be severed from these terms, but all other terms remain in place.



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