



Master Lic: 408 065 449

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## Terms and Conditions of Trade Pg 1 of 3

### 1. Definitions

1.1 "Seller" shall mean I Security & Technology Pty Ltd ABN 31 097110373 and its successors and assigns.

1.2 "Purchaser" shall mean the buyer or any persons or Seller acting on behalf of and with the authority of the buyer.

1.3 "Guarantor" means the persons or entity who agrees to be liable for the debts of the buyer if a limited liability Buyer.

1.4 "Goods" shall mean goods or Services supplied by the seller to the Buyer.

1.5 "Services" shall mean all services supplied by the seller to the Buyer including any advice and/or recommendations.

1.6 "Price" shall mean the cost of the Goods as agreed by the Seller to the Buyer and subject to Clause 4 of this contract.

### 2. Acceptance

2.1 Any instructions received by the seller from the Buyer for the Supply of Goods or Services shall constitute Acceptance of the Terms and Conditions herein.

2.2 Upon acceptance of the Terms and Conditions by the Buyer they are irrevocable and may only be rescinded with the written consent of the Seller.

2.3 None of the Sellers agents or representatives are authorised to make any representations or statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by such statements.

### 3. Goods

3.1 The Goods shall be described on the invoices, quotation, work authorisation, sales order or any other work commencement forms as provided by the Seller to the Buyer.

3.2 In the case of second hand Goods the Buyer acknowledges that he has had full opportunity to inspect the same and accepts the same with all faults.

3.3 When goods are left on loan it is the discretion of iSecurity whether charges for loan or repurposing will apply to those goods upon return.

3.4 The Seller shall not be responsible for any loss or damage to the Goods, or any part thereof however arising.

3.5 When stated with encryption card readers, will be supplied in the iSecurity encrypted format unless otherwise requested prior to installation.

3.5.1 The iSecurity encryption remains the intellectual property of iSecurity indefinitely. The buyer understands that this encryption format cannot be released for purchase to a third party under any circumstances and it is the buyer responsibility to obtain professional advice prior the purchase.

3.6 The Buyer shall take delivery of the Goods tendered notwithstanding the quality shall be greater or lesser than 5% and that adjustment in price reflects.

### 4. Payment

At the Seller's sole discretion, the price shall be indicated on Invoices from the seller to the Buyer or by accepting a written quotation. At the Seller's sole desertion, a deposit may be

required. The deposit shall be an amount equivalent to 33% of the purchase price of the Goods or services. Time for payment of the Goods or Services shall be of the essence as stated on Invoice, quotation or any other order forms. The Seller may withhold delivery of Goods until the Buyer has paid for them. At the Sellers sole discretion payment for approved Buyers shall be made by instalments in accordance with the Sellers delivery and/or payment schedule.

### 5. Delivery of Goods

Delivery of the Goods shall be made to the Buyers address or such address nominated by the Buyer. The failure of the Seller to deliver the Goods shall not entitle either party to treat this contract as repudiated or for the Seller to be liable for any loss or damage.

### 6. Risk

If the seller retains property in the Goods nonetheless all risk passes to the Buyer on delivery. If any of the Goods are damaged or destroyed prior to property in them passing to the Buyer, the seller is entitled without prejudice to any of its other rights or remedies under these Terms and Conditions.

### 7. Defects

The Buyer shall inspect the Goods on delivery or installation and shall within thirty (30) days of delivery or installation notify the Seller in writing of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods and installation within a reasonable time following delivery. If the Buyer should fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from defect or damage.

### 8. Return of Goods

For defective Goods which the Seller has agreed in writing that the Buyer is entitled to reject, the Sellers liability is limited to either (at the seller's discretion) replacing the Goods provided that the Buyer has complied with the provision of Clause.

8.1 The seller will not be liable for Goods which have not been stored or used in a proper manner.

8.2 Return of the goods on loan may incur re-purposing fees in order to return the goods to their original condition when supplied.

8.3 Return of goods, special orders or materials will attract a minimum of 15% restocking fee.

### 9. Warranty

9.1 The Warranty of Goods shall be the current Warranty provided by the manufacturer of the Goods.

9.2 The Seller shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufactures warranty.

9.3 Where manufactures warranty does not apply for stocked items, iSecurity will supply warranty for the period stipulated in sale of goods. Where warranty period is not stipulated, a warranty period of (3) three months applies.

9.4 The Seller does not undertake that repair facilities and parts will be available for the Goods and will not be liable to repair any



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defective Goods and at its own discretion may: notify the manufacturers of the Goods of any defect notified by the Buyer: and request the manufacturer to repair or replace defective Goods.

9.5 iSecurity at its discretion, reserves the right to void any warranty on any parts or services supplied where a third party has been engaged to work on the supplied equipment/system without iSecurity authorised consent. In order to obtain warranty in such a case, iSecurity may request from the purchaser valid competency certifications from the third party that has worked on the system.

### 10. The Commonwealth Trade Practices Act 1974 and The Building and Construction Industry Security of payment Act 1999 and fair-trading Acts

Nothing in this agreement is intended to have the effect of contracting out of applicable provisions of the Commonwealth Trade Practices act 1974, or The Buildings and Construction Industry Security of payment Act 1999, or the Fair-trading Acts in each of the States and Territories of Australia.

### 11. Buyers Disclaimer

The Buyer hereby disclaims any right to sue for damage or to claim restriction arising out of any misrepresentation made to him by any servant or agent of the seller.

### 12. Default and Consequences of default

Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such rate after as well as before any judgment. If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Sellers cost and disbursements basis and in addition all the Sellers nominees cost of collection normally 20%. Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment) the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this Clause.

### 13. Disputes

If the Client disputes any goods sold or services supplied by the Company are faulty or defective or disputes the Invoices the Company has issued, the Client must notify their reasons in writing to the Company within 14 days of the Invoice date, failing which the Client loses any right to dispute the quality of the goods, services or quantum of.

### 14. Title

It is the intention of the seller and agreed by the Buyer that property in the Goods shall not pass until: The Buyer has paid all amounts owing for the particular Goods: and i) The Buyer has met all other obligations due by the Buyer to the Seller in respect

of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the sales of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyers are met. It is further agreed that:

i) The Buyer shall not deal with the money of the seller in any way which may adverse the seller.

ii) Until such time as ownership of the Goods shall pass from the seller to the Buyer the seller may give notice in writing to the Buyer to return the Goods or any of them to the seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.

iii) If the Buyer fails to return the Goods to the Seller or the seller's agent may enter upon and into the land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.

iv) The Buyer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the seller.

v) The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer

### 15 Security and Charge

Notwithstanding anything to the contrary contained herein or any other rights which the Seller may have howsoever:

1. Where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller for the seller's nominee shall be entitled to lodge where appropriate a caveat which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

2. Should the Seller elect to proceed in any manner in accordance with this Clause and/or its sub-clauses, the buyer and/or Guarantor shall indemnify the Seller from and against all the Sellers cost's and disbursements including all legal cost.

3. To give effect to the provisions of clause (14.1) 1. and 2. inclusive hereof the Buyer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Seller's nominate as the Buyer's and/or Guarantors true and lawful attorney to execute mortgages and charges (whether register able or not) including such terms and conditions as the Seller and/or the Sellers nominee shall think fit in his/her/its/their absolute description against the joint and/or several interest of the Buyer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Buyer's and/or Guarantors name as may be



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necessary to secure the said Buyer's and/or Guarantors obligations and indebted to the seller and further to do and perform all necessary and other acts including instituting any necessary or advantageous to give effect to the provisions of this clause.

#### 16 Cancellation

16.1 The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatever arising from such condition.

16.2 Shall the Buyer cancel or rescind from any contract with the Seller, the Buyer must pay out, in full, the total contract amounts less amounts already paid towards the contract. All moneys owing for the remainder of the contract period must be paid within 14 days of cancellation, unless the Seller agrees to a lesser negotiated settlement amount prior to commencement of the contract.

16.3 Shall the Buyer cancel or rescind from a project or quoted works, after entering into a contracted agreement or purchase order is awarded, whether the project is under way or at planning stage, the buyer agrees to pay all costs associated with materials used or ordered and any additional labour carried out associated with the project. A minimum of 15% restocking fee will be charged on pre-ordered materials at the discretion of the seller.

16.4 Shall the Buyer cancel any uncontracted services from the seller; the Buyer must give a minimum of three (3) months' notice. During the three-month period, any recurring invoices that may fall in that period must be paid in full. All outstanding moneys must be paid in

full prior to the last business day of the third month of cancellation. Late payment fees may apply to monies owed in arrears.

#### 17. Privacy Act 1988

17.1 The Buyer and/or Guarantor/s agree for the seller to obtain from a credit reporting agency a credit report containing personal credit information about the Buyer and Guarantor/s in relation to credit provided by the Seller.

17.2 The Buyer and/or Guarantor/s agree that the Seller may exchange information about the Buyer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

- To assess an application by Buyer;
- To notify other credit providers of a default by the Buyer;
- To exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and
- To assess the credit worthiness of Buyer and/or Guarantor/s

17.3 The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18k (1)9h) Privacy Act 1988.

17.4 The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other

purposes as shall be agreed between the Buyer and the seller or required by law from time to time:

- Provision of Service or Goods;
- Marketing of Services and or Goods by the Seller, its agents or distributors in relation to the Service and Goods;
- Analysing, verifying and/or checking the Buyers credit, payment and or status in relation to provisions and services and Goods;
- Processing any payment instructions, direct debit facilities and/or credit facilities requested by Buyer's account in relation to the Services and Goods.

17.5 The Seller may give information about the Buyer to a credit reporting agency for the following purposes: to obtain a consumer credit report about the Buyer: and or allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.

#### 18. Lien & Stoppage in Transit

18.1 Where the seller has not received or been tendered the whole of the Price, or the payment has been dishonoured the Seller shall have: Alien on the Goods the right to maintain them for the price while the seller is in possession of them: a right of stopping the Goods in transit whether or not delivery has been made or ownership has passed: and a right of resale :the foregoing right of disposal.

#### 19. Unpaid seller's right to dispose of Goods

19.1 In the event that:

- The seller retains possession or control of the Goods: and
- Payment of Price is due to the Seller: and
- the Seller has not received the price of the Goods, then whether the property in the Goods has passed to the Buyer or has remained with the seller, the Seller may dispose of the Goods and claim from the Buyer the loss to the seller on such disposal.

#### 20. General

20.1 If in any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validly existence legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

20.2 All Services/Goods supplied by the Seller are subject to the laws of New South Wales and the seller takes no responsibility for changes in the law which affect the Services / Goods supplied.

20.3 The Seller may License or sub-contract all or any part of its rights and obligations without the Buyers consent.

20.4 Neither party shall be liable for any default due to any act of god, war, strike, lockout or industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

20.5 iSecurity reserves the right to change its terms of trade at any time without notice. Changes made to its terms and conditions do not affect sales prior to the date of change.