

Lee Edward Clout Trading as TeconiQ ABN: 14 546 878 511

Terms and Conditions of Sale

1. General

- 1.1. These Sales Terms and Conditions (the "Agreement") constitute a legal agreement between the customer (the "Customer") and TeconiQ (the "Company"), a company registered in New South Wales, Australia.
- 1.2. The Company is a networking and electronic security company holding a New South Wales Security Master License, issued by the Security Licensing & Enforcement Directorate of NSW Police.
- 1.3. These Sales Terms and Conditions govern the sale of equipment, goods, and services (the "Products") by the Company to the Customer. By placing an order for Products with the Company, the Customer agrees to be bound by this Agreement.

2. Payment Terms

- 2.1. The Customer agrees to pay the Company in full, as per the agreed payment terms and conditions, which will be documented in the Sales Quote or Invoice.
- 2.2. If the payment is not received in full by the due date specified in the Sales Quote or Invoice, the Customer will be liable to pay a processing fee of \$100 plus an interest fee of 21% per month on the outstanding amount until the payment is received in full.
- 2.3. The Company reserves the right to withhold the delivery of Products or suspend services until the outstanding payment is made in full. The Company will not be liable for any delays or losses caused due to the suspension of services or delivery of Products in such instances.
- 2.4. All goods remain the property of the Company until paid for in full by the Customer. Online services, even those provided at no charge, may be suspended or terminated if payments are outstanding.

3. Delivery and Risk of Loss

- 3.1. The Company will use its reasonable endeavours to deliver the Products to the Customer by the agreed date, but will not be liable for any delays caused by circumstances beyond its reasonable control, including but not limited to shortages, strikes, lock-outs, or other industrial disputes.
- 3.2. Upon delivery of the Products to the Customer, the risk of loss or damage to the Products will be transferred to the Customer.

4. Title

- 4.1. The title to the Products will remain with the Company until the Customer has made full payment for the Products.
- 4.2. The Customer agrees to indemnify the Company against any loss, damages or costs incurred as a result of the Customer's failure to make full payment for the Products in accordance with this Agreement.

5. Warranties

- 5.1. The Products sold by the Company are covered by the manufacturer's warranty, and the Company will pass on the benefit of these warranties to the Customer to the extent possible.
- 5.2. The Company makes no other warranty, express or implied, and expressly disclaims any liability for the fitness of the Products for a particular purpose, in accordance with the Competition and Consumer Act.
- 5.3. The Company will not be liable for any direct, indirect, incidental, or consequential damages arising out of the use or inability to use the Products, except where such liability cannot be excluded under the Australian Consumer Law.
- 5.4. The Customer must inspect the Products and Installation and must within ten (10) days of Delivery or Installation notify The Company in writing (email, letter) of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify The Company any other alleged defect in the Goods or Workmanship as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow The Company to inspect the Goods.

6. Limitation of Liability

- 6.1. To the maximum extent permitted by law, the Company's liability for any claim arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, will be limited to the total amount paid by the Customer for the Products.
- 6.2. The Company will not be liable for any loss of profits, loss of business, loss of goodwill, or any other indirect or consequential loss arising from this Agreement.

7. Termination

- 7.1. The Company may terminate this Agreement immediately by written notice to the Customer if the Customer fails to make payment for the Products in accordance with this Agreement or is otherwise in breach of this Agreement.
- 7.2. On termination of this Agreement, the Customer will immediately pay to the Company all outstanding amounts owed for the Products.

8. Governing Law and Jurisdiction

- 8.1. This Agreement will be governed by and construed in accordance with the laws of New South Wales, Australia.
- 8.2. Any dispute arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.

9. Miscellaneous

- 9.1. This Agreement constitutes the entire agreement between the Customer and the Company with respect to the sale of the Products and supersedes all prior negotiations, understandings, and agreements, whether written or oral.
- 9.2. Any modification or amendment to this Agreement must be in writing and signed by both parties.
- 9.3. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. By placing an order for the Products, the Customer acknowledges that they have read and understood this Agreement and agrees to be bound by its terms and conditions.