

# Recompute – Terms & Conditions of Trade

1. <b>Definitions</b>	8.3	Unless otherwise stated in writing by the Supplier, all third-party software is supplied at the Client's own risk and is not in any way warranted by the Supplier nor shall the Supplier be in any way responsible for the implementation or effects of any "patches", "updates", or "fixes" offered by the manufacturer of that software.	14. <b>Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)</b>	(c) only disclose the other party's Confidential Information to: (i) employees and contractors who need access to the information and who have agreed to keep it confidential; (ii) its legal advisers and insurance providers if those persons are necessary to the performance of such information confidential; and (iii) not disclose the other party's Confidential Information to any person not referred to in this clause except with the other party's prior written consent or if required by law, any stock exchange or any regulatory body.
1.1 "Supplier" means BH Supplies Pty Ltd T/A Recompute, its successors and assigns or any person acting on behalf of and with the authority of BH Supplies Pty Ltd T/A Recompute.			14.1 The Client must inspect the Goods immediately on delivery and must within three (3) days of delivery notify the Supplier in writing of any evident deterioration, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after an inspection becomes evident. Upon such notification the Client must allow the Supplier to inspect the Goods.	17.3 Either party must promptly return or destroy all Confidential Information of the other party in its possession or control at the other party's request unless required by law to retain it.
1.2 "Client" means the person to whom the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.	8.4	The Supplier shall not be held liable for any loss, corruption, deletion of files or data (including, but not limited to software programs) or damage to hardware or components resulting from the Services provided by the Supplier. It is the sole responsibility of the Client to back-up any data which they believe to be important, valuable or irreplaceable prior to the Supplier providing the Services. The Client accepts full responsibility for the Client's software and data and the Supplier is not required to advise or remind the Client of appropriate backup procedures.	14.2 Under applicable State, Territory and Commonwealth Law (including without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).	17.4 Confidential Information excludes information: (a) generally available in the public domain (without unauthorised disclosure under this agreement); (b) received from a third party entitled to disclose it; (c) that is independently developed. The obligations of this clause 17 shall survive termination or cancellation of this agreement.
1.3 "Goods" means all Goods (which includes any files, information, printed or virtual materials, data, products, hardware or software – whether supplied from a third party or where custom developed or programmed for the Client) and/or Services (which includes device, help-desk support and training) and the hardware required for operation of the Goods or relating to defects and malfunction in, and rectification of the Goods, programming, systems analysis, software and hardware consultancy, specifications and other services as agreed between the parties) supplied by the Supplier to the Client at the Client's request from time to time via telephone, facsimile, modem or at the location of the Client at which the Goods are installed, and where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other.	9.1	<b>Client's Responsibilities</b> The Client shall, when placing an order with the Supplier for Goods, provide written information the Supplier requires in order to supply the Goods to the Client.	14.3 The Supplier acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	
1.4 "Price" means the Price payable for the Goods as agreed between the Supplier and the Client in accordance with clause 6 below.	9.2	The Client shall ensure that the Supplier's personnel: (a) have full access to the Goods and all ancillary equipment at all reasonable times for the purpose of providing the Services; (b) are provided with all information, facilities, services and accessories reasonably required by the Supplier to enable it to comply with its obligations under this agreement.	14.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these terms and conditions, including but not limited to the quality or suitability of the Goods. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by law.	
1.5 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this agreement, either party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information and pricing details.	9.3	The Client hereby acknowledges that it is its sole responsibility to: (a) establish and maintain proper operation methods consistent with any instructions provided by the manufacturer or supplier of the Goods; (b) establish and maintain adequate data back-up plans and methods; (c) implement proper procedures for restart of programs and implement checks to satisfy validity of operation; (d) comply with requirements of any responsible governmental or statutory authority.	14.5 If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.	
2. <b>Acceptance</b>			14.6 If the Client is not a consumer within the meaning of the CCA, the Client is required to replace the Goods under this clause or the CCA, but is unable to do so, the Supplier may refund any money the Client has paid for the Goods.	
2.1 The Client is taken to have expressly accepted and is immediately bound, jointly and severally, by the terms and conditions if the Client places an order for or accepts delivery of the Goods.	10.1		14.7 If the Client is not a consumer within the meaning of the CCA, the Client is required to replace the Goods under this clause or the CCA, but is unable to do so, the Supplier may refund any money the Client has paid for the Goods.	
2.2 These terms and conditions may only be amended with the Supplier's consent in writing and shall prevail to the extent of any inconsistency with this document or agreement between the Supplier and the Client.	10.2		14.8 If the Client is not a consumer within the meaning of the CCA, the Client is required to replace the Goods under this clause or the CCA, but is unable to do so, the Supplier may refund any money the Client has paid for the Goods.	
2.3 None of the Supplier's agents or representatives are authorised to make any representations, statements or agreements not expressly made by the manager of the Supplier in writing nor is the Supplier bound by any such unauthorised statements.	10.3		14.9 Notwithstanding clauses 14.1 to 14.8 but subject to the CCA: (a) the Supplier shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of: (i) the Client failing to properly maintain or store any Goods; (ii) the Client using the Goods for any purpose other than that for which they were designed, intended or marketed; (iii) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent person; and (iv) the Client failing to follow any instructions or guidelines provided by the Supplier.	
2.4 These terms and conditions are meant to be read in conjunction with the Terms and Conditions posted on the Supplier's website. If there are any inconsistencies between the two documents then the terms and conditions contained in this document shall prevail.	10.4		14.10 In the case of second hand Goods, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second hand Goods immediately on delivery and accepts them with all faults and that to the extent the Client makes any claim against the Supplier as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, it is expressly excluded. The Client acknowledges and agrees that the Client is deemed to have accepted the Client with the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 14.10.	
2.5 The Goods are supplied on the basis of specifications, information and instructions provided by the Client to the Supplier (whether written or verbal). The Client acknowledges that it is their responsibility to ensure that the specifications, information and instructions supplied by the Client to the Supplier (whether written or verbal) are clear, unambiguous and sufficient to satisfy the Supplier's requirements of interpretation and understanding, as once accepted by the Supplier, the Client's order shall be deemed to interpret, correct, amend, modify, supplement, clarify, confirm and instructions. Therefore, the Supplier shall not accept any liability for the supply of Goods contrary to the Client's intention, or defects, errors or omissions in the Client's specifications, information and instructions. Therefore, the Supplier shall not accept any liability for the Client's oversight or misinterpretation thereof, and the Supplier may change the Client's order in respect of specifications, information or re-supplying the Goods, and if reasonably practical, will notify the Client of such costs before they are incurred and the Client agrees to them.	11.1		14.11 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
3. <b>Online Ordering</b>			14.12 Notwithstanding anything contained in this clause if the Supplier is required by a law to accept a return then the Supplier will only accept a return on the conditions imposed by that law.	
3.1 The Client acknowledges and agrees that: (a) the Supplier does not warrant the websites performance or availability of any of its Goods; and (b) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades; and (c) there are inherent risks in on-line ordering and as such the Supplier cannot warrant against delays or errors in transmitting data between the Client and the Supplier including orders, and you agree that to the maximum extent permitted by law, the Supplier will not be liable for any losses which the Client suffers as a result of online-ordering not being available or for delays or errors in on-line ordering.	11.2		14.13 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
3.2 The Supplier reserves the right to terminate your order if it learns that you have provided false or misleading information, interfered with other users or the administration of the Supplier's Services, or violated these terms and conditions.	11.3		14.14 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
3.3 <b>Electronic Transactions Act 2000</b>			14.15 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
4.1 Electronic signatures shall be deemed to be accepted by either party provided that the Client agrees to be bound by Section 5 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.	11.4		14.16 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
5. <b>Change in Control</b>			14.17 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
5.1 The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.	12.1		14.18 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
6. <b>Price and Payment</b>			14.19 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
6.1 At the Supplier's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Supplier to the Client; or (b) the Price as at the date of delivery of the Goods according to the Supplier's current price list; (c) the Supplier's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of any (30) days.	12.2		14.20 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
6.2 The Supplier reserves the right to change the Price if a variation to the Supplier's quotation is requested.	12.3		14.21 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
6.3 At the Supplier's sole discretion a non-refundable deposit may be required.	12.4		14.22 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
6.4 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date(s) determined by the Supplier, which may be: (a) on delivery of the Goods; (b) before delivery of the Goods; (c) the date specified on any invoice or other form as being the date for payment; or (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Supplier.	12.5		14.23 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
6.5 Payment may be made by cash, cheque (with prior approval and must be cleared before release of the Goods), bank cheque, electronic on-line banking, credit card (plus a surcharge of up to three percent (3%) of the Price), or by any other method as agreed between the Client and the Supplier.	12.6		14.24 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
6.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for (and/or) the Supplier under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	12.7		14.25 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
7. <b>Delivery of Goods</b>			14.26 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
7.1 Delivery ("Delivery") of the Goods to take place at the Client's address: (a) the Client or the Client's authorised agent takes possession of the Goods at the Supplier's address; or (b) the Supplier (or the Supplier's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at that address.	12.8		14.27 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
7.2 At the Supplier's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.	12.9		14.28 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
7.3 Delivery of Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.	12.10		14.29 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
7.4 Any time or date given by the Supplier to the Client is an estimate only. The Client must still accept the Goods on the date and time and the Supplier will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.	12.11		14.30 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
8. <b>Risk</b>			14.31 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
8.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before delivery.	13.1		14.32 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
8.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Supplier is entitled to receive full insurance as the Client is deemed to be the insured. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.	13.2		14.33 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	
	13.3		14.34 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.	

Please note that a larger print version of these terms and conditions is available from the Supplier on request.