

Terms and Conditions

1. Introduction

These Terms and Conditions ("Terms") apply to all quotations and invoices issued by Perimeter Systems Australia Pty Ltd to clients. By accepting any quote or making any purchase based on an invoice from the Company, you agree to be bound by these Terms.

2. Quotes

2.1 **Validity:** All quotes issued by the Company are valid for a period of 30 days from the date of the quote unless otherwise stated. After this period, the Company reserves the right to amend or withdraw the quote without notice.

2.2 **Pricing:** Prices quoted are exclusive of GST (Goods and Services Tax) unless otherwise stated. The Client is responsible for paying all applicable taxes, fees, and levies associated with the purchase. Prices quoted may change due to fluctuations in exchange rates, supplier price increases, or other external factors. The Company will notify the Client of any price adjustments before the order is processed.

2.2.1 **Exchange Rate:** In the event the exchange rate fluctuates by more than $\pm 5\%$ from the market rate at time of agreement, we may request an adjustment to the contract value based on the prevailing market rate at the time of the request."

2.3 **Product Availability:** All quotes are based on the availability of the products at the time of quotation. The Company will notify the Client if any product is out of stock or unavailable at the time of order processing.

2.4 **Product Specifications:** The specifications provided in the quote are based on the information available at the time of quotation. The Company reserves the right to modify the product specifications without notice prior to order confirmation.

3. Orders and Acceptance

3.1 **Order Confirmation:** An order will be considered accepted when the Company confirms the order in writing, or when goods are dispatched, whichever occurs first.

3.2 **Changes to Orders:** Once an order is confirmed, the Client may request changes to the order. The Company will endeavour to accommodate these changes, but any such request may result in price changes or delays in delivery.

3.3 **Deposit Requirement:** For orders of equipment, if the Client does not have an approved credit account with the Company, a 50% deposit of the total order value is required at the time of order placement. The balance is due prior to shipment or as per the payment terms agreed upon.

4. Invoices and Payments

4.1 **Issuance of Invoice:** Invoices will be issued upon dispatch of the products or upon agreement of the terms of sale. Invoices will be issued in Australian dollars (AUD) unless otherwise agreed.

4.2 **Payment Terms:** Payment is due in full within 30 days from the invoice date, unless otherwise agreed in writing.

4.3 **Payment Methods:** Payments can be made via direct deposit or any other method specified by the Company. The Company reserves the right to charge an additional fee for certain payment methods.

4.4 **Non-Payment:** If payment is not received within the agreed terms, the Company reserves the right to suspend or cancel any pending orders or deliveries until payment is received in full.

5. Delivery and Risk

5.1 **Delivery Terms:** Delivery times are estimated based on information provided by our carriers and suppliers. The Company is not responsible for delays due to external factors such as weather, customs, or carrier issues.

5.2 **Risk and Title:** The risk of loss or damage to the goods passes to the Client upon delivery, regardless of whether the title to the goods has transferred. Title to the goods remains with the Company until full payment is received.

6. Returns and Refunds

6.1 **Return Policy:** Returns will be accepted for faulty products or products that do not meet the specifications outlined in the quote or invoice. The Client must notify the Company within 7 days of receipt of goods for returns due to defects or incorrect items.

6.2 **Restocking Fee:** A restocking fee of 20% (or as otherwise specified) may apply to any returned items that are not defective, incorrect, or damaged. This fee will be deducted from the refund amount. The Client is responsible for the cost of return shipping.

6.3 **Non-Returnable Items:** Items that have been custom ordered, opened, or tampered with may not be eligible for return, unless required by law.

6.4 **Refunds:** Refunds will be processed in accordance with applicable Australian consumer law and can be issued via the original payment method or store credit, as determined by the Company.

7. Warranty

7.1 **Manufacturer Warranty:** All products sold by the Company are subject to the manufacturer's warranty, where applicable.

7.2 **Exclusions:** The Company does not offer any additional warranty beyond that provided by the manufacturer, unless otherwise agreed in writing.

8. Limitation of Liability

8.1 **Exclusion of Liability:** To the fullest extent permitted by law, the Company's liability for any loss, damage, or injury arising from the supply of products is limited to the replacement of defective goods or refund of the purchase price.

8.2 **Indirect Losses:** The Company is not liable for any indirect, consequential, or incidental damages arising from the use or inability to use the products, including but not limited to loss of profits, business interruption, or loss of data.

9. Confidentiality

Both parties agree to maintain the confidentiality of any confidential information shared during the quotation, ordering, and invoicing process. This includes, but is not limited to, pricing information, business practices, and technical data.

10. Governing Law

These Terms are governed by the laws of New South Wales, Australia. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts located in New South Wales.

11. Amendments

The Company reserves the right to amend or modify these Terms at any time. Any changes will be effective upon publication on the Company's website or upon written notice to the Client.