

Terms & Conditions of Sale

The following terms and conditions shall apply to all products and services provided by Keycode Security (KC). These terms and conditions shall be binding on the parties to each sale and no variation shall be effective unless reduced to writing and signed by KC.

1. The title of goods shall not pass to the buyer until such time as all goods supplied by KC to the customer have been paid in full. If payment is by cheque, payment shall be deemed to have been paid when, and only when, the cheque is cleared by the bank on which it is drawn.
2. All legal expenses and collection costs because of late payment are responsibility of the customer
3. Keycode Security reserves the right to charge interest at 15% p.a. for any late payment and is calculated on the unpaid amount from the date of the invoice(s).
4. Keycode Security reserves the right at all time to suspend or discontinue the supply of goods and services to the customer without being obliged to give any reason for its action and without any liability or penalty against Keycode Security.
5. All orders are subject to acceptance and confirmation by Keycode Security
6. Terms and conditions of payment for the Goods and/or Services are strictly CBD (cash before delivery) unless otherwise agreed to.
7. The buyer must organize delivery unless the buyer agrees to pay delivery fees to Keycode Security prior to delivery.
8. Keycode Security will not be responsible and/or liable for goods lost or damaged in transit.
9. Customers are responsible for any costs incurred by unclaimed goods or refused shipments. Customers must ensure that someone is available at the delivery address to accept the goods. Keycode Security will use its best efforts to ensure that delivery is timely but cannot be held liable for any delayed goods.
10. Keycode Security does not guarantee product compatibility. On special request, non-faulty products returned for credit must be done so within 7 days of invoice date, unopened, unused in its original packaging and will incur a 15% restocking fee of its invoiced value at the discretion of Keycode Security. No goods will be accepted for return after 7 days.
11. Keycode liability to the customer for defective goods, shall be limited to and will not exceed that set out in paragraph 10 above. Keycode shall not be liable for consequential loss however arising from such defects.
12. If an order for the goods is cancelled before dispatch a charge of 10% of the purchase price will be applied. In the case of a component order cancellation, Keycode Security reserves the right, at its discretion, to charge up to 10% of the purchase price.
13. Keycode Security will only accept responsibility for adherence to technical or performance specifications by any goods. All goods come with a standard twelve months nationwide warranty where all goods and/or parts must be returned to Melbourne office for service under warranty is at the expense of the customer. Keycode will, at its discretion, replace free of charge or repair defective goods so delivered, save that Keycode shall not be liable in the event of direct or indirect defects arising from fair

wear and tear in use of the goods or from misuse, or from use from purposes other than which was intended, of the good by the customer.

14. No warranty claims will be accepted without a proof of purchase provided by the customer. The invoice is to be presented for any claims, and labour will be charged if goods are found by Keycode Security to be free of faults.

15. Any goods returned for repair found by Keycode Security to be free of faults or goods with physical damage or damage caused by improper use are not covered by warranty. The customer shall be liable for a handling and service fee of \$33 for components/goods or base fee of \$33 + \$66.00/hour (GST inclusive) thereafter, including shipping costs if applicable.

16. Any unauthorised returned goods will not be accepted and will be sent back at customer's cost. Goods under warranty must be transported to Keycode Security at the customer's cost and returned in their original packaging.

17. For all returned items including Dead on Arrival (DOA items) the full set of accessories including the manuals, driver CD's, all cables, original packing materials, etc must be returned together with the unit. If not restocking fees of 15% from the purchase price will apply.

18. Keycode Security will not accept, refund or replace any damaged goods caused by operating goods beyond their specifications, misuse or improper handling.

19. In case of third party installations where the goods were sold to distributor and the distributor requires support from Keycode Security directly to its customers, the following rates will apply

19.1. On-site support/installation– 66.00 AUD/hour (GST inclusive)

19.2. Telephone/email support – 33.00 AUD/hour (GST inclusive)

20. Keycode Security takes all due care in servicing all goods, however Keycode Security accepts no liability whatsoever for any form of damage or loss of the aforementioned goods arising during servicing. Keycode Security will not be responsible for any loss of data in any form and it is the responsibility of the customer to backup all data before bringing any goods to Keycode Security for servicing.

21. Warranty is not transferable. Warranty will be voided if goods are found by Keycode Security to have any physical damage, unclear barcode labels, burnt out chipsets or components due to inappropriate customer handling and use after labels are removed.

22. Warranty does not cover damage to other equipment used in conjunction with goods supplied by Keycode Security

23. Warranty does not cover damage caused by power surges, or any acts of God.

24. In the case of goods that are returned in a damaged condition, Keycode Security reserves the right, at its discretion, to declare the goods beyond repair. Keycode Security will replace the goods, at its own cost, with new goods and with applicable new warranties. In the event that parts are salvaged from the damaged goods and used in the new goods, whatever warranty remains on those salvaged parts will apply.

25. Customers who have warranted items, which are no longer available, will be offered an equivalent product or the choice to upgrade at Keycode Security's discretion.

26. Software programs are supplied on the strict understanding that the Keycode Security does not guarantee the intellectual contents to be free from errors.