

1. Logicalis will supply to you the product in the quantity and description as set out in the quote.
2. Product will be supplied subject to the manufacturer's terms, with any standard documentation.
3. The sole specifications applicable to the product are the manufacturer's specifications.
4. Except where alternative delivery arrangements are specified in the quote, product will be delivered directly from the manufacturer to your premises. Software may be delivered electronically.
5. Risk in the product passes to you on delivery.
6. Ownership of the product passes to you when Logicalis has received payment in full for the product.
7. Charges for the product will be invoiced on delivery and are payable within 30 days of the date of invoice.
8. Logicalis is not the manufacturer of the product and does not provide any warranty in relation to the product. If possible Logicalis will pass to you any warranty provision provided by the manufacturer of the product.
9. The licence for third party software will be between you and the manufacturer and you will comply with the manufacturer's Terms.
10. The aggregate liability of Logicalis is limited to the value of the purchase order. Any indirect loss is excluded.
11. If Logicalis is in breach of a condition or warranty implied by the Australian Consumer Law (ACL) then the liability of Logicalis is, to the extent permitted, limited to the repair or replacement of the goods or paying the cost thereof.
12. ACL Consumer Notice – the following applies if you are a 'consumer' as defined by the ACL - our goods come with guarantees that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
13. These terms and conditions apply to the exclusion of your standard terms or conditions, despite any statement to the contrary.
14. Product may be subject to United States, Australian and other government export control laws and regulations. Each party warrants that it will comply with those laws and regulations.
15. These terms are governed by the law of NSW.