

# Terms and Conditions

This terms and conditions applies to the services and information available on the PC-PARTS website [www.pc-parts.com.au](http://www.pc-parts.com.au). The using of this website is conditional upon your agreement to this policy.

## **(1) Your Personal Information**

PC-PARTS recognises the importance of your privacy, and that you have a right to control how your personal information is collected and used. This Privacy policy is intended to comply with the Australian Privacy Act 1988.

## **(2) Collecting Personal Information**

PC-PARTS will not collect any personal information about you without your consent. We only collect personal information when you place an order with us, for example, name, delivery address, email address, phone number, etc. If you contact us, we may keep a record of that contact. PC-PARTS may also use cookies to make your use of our website as convenient as possible. If you do not wish to allow cookies, you may set your browser to refuse cookies. Please note that this may mean that some services may not be available under this situation.

## **(3) Using and Disclosing Your Personal Information**

PC-PARTS will not use or disclose any information, unless requested by the operator of your company account, as required by law, or if we believe it necessary to provide you with a service you have requested. We may also do so to implement our terms of service, protect the rights, property or personal safety of another user, any member of the public or PC-PARTS, or if our assets and operations are transferred to another party as a going concern. We may also send you information and product updates which you have requested or agreed to. Therefore we may sometimes share your personal information with a service partner such as a warranty repairer, subject to confidentiality provisions, but will not otherwise disclose it to other companies without your consent.

## **(4) When We Communicate with You**

We may contact you at the email address or other addresses which you provide to us in order to provide you with updated information about our website, contact you in relation to your account or an order which you placed, or provide you with other information about our products and services. If you do not wish to receive this, you may remove your name from our list by contacting us. Please allow for up to 7 working days for this request to be processed.

## **(5) The Information We Keep About You**

If at any time you want to know exactly what personal information we hold about you, or your personal information is out of date or inaccurate, please contact us via telephone, fax or email and we can disclose what your information details. If you wish to have your personal information deleted, we will take all reasonable and legal steps to delete it.

## **(6) Storage and Security of Your Personal Information**

PC-PARTS will endeavour to take all reasonable steps to keep secure any information which we hold about you, and to keep this information accurate and up-to-date. PC-PARTS will not be held responsible for events arising from unauthorised access to your personal information. Please notify us immediately if there is any unauthorised use of your account by any other internet user or any other breach of security. For the purposes of viewing our confidential prices you will have a username and password. You



are responsible for the security and confidentiality of your password and login information.

#### **(7) PC-PARTS and Links to Other Websites**

PC-PARTS provides links to external websites - these linked sites are not under the control of PC-PARTS, and we are not responsible for the conduct of companies linked to/from our website.

#### **(8) Future Changes**

Our commitment to being a leader in Information Technology products and services means that our business will continue to evolve as we introduce new services, features and products to our website. Because of this, PC-PARTS reserves the right to review its Privacy policy at any time and notify you by posting an updated version of the Policy on our website. The amended Privacy policy will apply between PC-PARTS and you, regardless of whether or not we have given you specific notice of any change.

#### **(9) Delivery & Client Pick-Up**

Freight charges will be payable by the client, and will appear on all invoices at the rate offered by our courier company. Additional charges for VIP services, long distances, remote locations, excessive weight or size will be billed to the client. PC-ARTS does not hold itself responsible for late deliveries, misplaced consignments, delays or any other related incident that may occur under the management of our courier.

You may prefer to organise your own courier, or have the equipment picked up by a client's employee. Respectively in these situations we require:

- Courier details, including your account number;
- Two hours' notice, trading terms finalised and employee identification

#### **(10) Ordering**

All orders placed are subject to confirmation and acceptance by PC-PARTS, this includes the pre-paid orders, eg. Payment made by Cash, deposit etc. PC-PARTS Ltd may vary prices for received orders in the event of price changes or mistakes made by suppliers. In the case of price increase, you may cancel the order by giving notice to PC-PARTS, which must be received within seven days of the price increase notification.

To minimise errors and improve efficiency, orders should be placed using our on-line ordering system whenever possible. Other forms of ordering are accepted only if our on-line ordering system is malfunctioning or you have difficulty using it. Other ordering methods include e-mail our sales or submitting order by fax. For some organisations where a purchase order is necessary, we still encourage the orders to be placed on-line and followed by a summarised purchase order.

Despite our web site being directly connected to our inventory system, quantity in stock displayed on our web site should be considered as a guide only. Quantity in stock does not take into account the orders already placed which are yet to be processed. It is possible that an order placed earlier will receive the allocation of the part in which the quantity for it showed as in stock at the time of your order. Inventory discrepancy can also affect the accuracy of the stock status displayed on our web site. Please understand we do not operate a shop front. All prices listed on the web site are for internet mail orders only.



Our warehouse pick up time is between 10am and 5pm Monday to Friday. Customers who visit us outside this time frame may not receive proper service due to our commitment to mail order despatching. Picking up orders from PC-PARTS Warehouse. Customers are asked to wait for a confirmation e-mail from PC-PARTS in regards to the collection of their order. This helps us limit the waiting time and "out of stock" issues that may arise from customers trying to collect their order before it is completed. Delays may occur if this pick-up procedure is not followed. Any attempt to cancel an order must be made as soon as possible. Cancellations attempted after the despatching will result in the customer having to pay the shipping and handling charges on the package and the cost of shipping the package back. Cancellations may be communicated by telephone, email or Fax. Saturdays, Sundays and holidays by E-mail or Fax only. Cancellations for assembled system orders will incur a 10% cancellation fee. This is to reflect the labour cost and the depreciation for the used parts. Cancellation for specially ordered items will also attract a 10% cancellation fee. This is to cover the return to stock fee implied by our suppliers and shipping cost.

### **(11) Payment**

Unless trading terms have been authorised, PC-PARTS operates strictly on a cash before delivery basis, by way of:

- Telegraphic Transfer (T/T);
- Cash / Bank Cheque / Direct Deposit (D/D);

A company or personal cheque will have to be cleared before delivery can be made. A copy of the payment confirmation must be provided to PC-PARTS prior to any courier booking or FIS delivery being made. PC-PARTS may withdraw from supply on any order(s) pending delivery, if PC-PARTS is placed under risk financially, exposed to dishonoured cheques or bad payments, or where the client has other financial matters to reconcile. An AUD\$20.00 cancellation fee will apply per invoice or transaction. After 14 days, all sales are final.

### **(12) Return**

Any product being returned for credit must be returned within seven (7) days from purchase, in original packaging and must be in a resellable condition. A 10% (of invoice amount) re-stocking fee will apply if the stock is not satisfactorily returned in the same order as supplied.

PC-PARTS reserves the right not to accept a product for return or credit if a discrepancy is caused being the customer's mis-intention, or where the product was not originally purchased from PC-PARTS. All freight charges to PC-PARTS are the responsibility of the client, returns to PC-PARTS will be absorbed, unless the goods are out of warranty, or, clearly not an PC-PARTS supplied product.

### **(13) Warranty**

PC-PARTS provides and supports a twelve (12) months' warranty (unless stated otherwise), parts and labour, on all equipment supplied. Warranty becomes effective as of the date of invoice. PC-PARTS will refrain from processing a warranty claim if it is not returned by the dealer in question. PC-PARTS is not liable for damages caused by mistreatment and/or improper handling. PC-PARTS has the option to:

- Refuse a warranty claim if it is illegitimate;
- Repair or replace a product;
- Supply an equivalent product or credit the goods to the next order;
- Pay the cost of such a replacement or repairs on the absence of or inability to provide a stock replacement.