

Order Policy

1. Orders

1.1

Customers may place an order for Products by following the instructions set out on the Critical IT website (Website). By placing an order, the Customer makes an offer to enter into an agreement to purchase the Products from Critical IT. On acceptance of a Purchase Order by Critical IT, the Customer agrees to be bound by the Customer Terms of Sale (Terms).

1.2

An order for Products will be deemed to have been received by Critical IT at the time that Critical IT sends an order confirmation to the e-mail address specified by the Customer.

1.3

All orders are subject to acceptance by Critical IT. The Customer acknowledges that Critical IT may reject any order placed by the Customer if:

- i. Critical IT has insufficient quantity of Products available to fulfil the Customer's order; or
- ii. the Customer is not a Credit Customer and does not otherwise pay for the order in advance as set out in the Terms.

1.4

The Customer is responsible for confirming that purchase orders have been successfully submitted through the Website. Critical IT will not be liable for orders that are declined, delayed, or not accepted due to disruptions with internet connections during the order process through the Website.

1.5

The Customer will be liable for orders placed with Critical IT through the Customer's account, regardless of whether those orders were placed in accordance with the Customer's authorisation or instructions. It is the Customer's responsibility to ensure that its account is only accessed and used by authorised personnel in accordance with any limits on their authority, and safeguarded from misuse by authorised or unauthorised individuals.

1.6

The Website may contain links to third party' websites. The links are provided for convenience only and may not remain current or be maintained. Critical IT is not responsible for the content or privacy practices associated with the links and the third party websites.

2. Customer Cancellation

2.1

Unless otherwise agreed in writing by Critical IT, Customers may not cancel an order for Products which has been accepted by Critical IT. If Critical IT agrees to accept the Customer's withdrawal or the cancellation of any order such agreement will only be effected by means of a signed letter or email

sent by an authorised representative of Critical IT. Customer acknowledges that for specific categories of products, there is no possibility of cancellation. Please contact an authorised representative of Critical IT for more information no which products are sold on a Non Cancellation basis.

2.2

If Critical IT grants a Customer the right to cancel an order, the right must be exercised by notice in writing from the Customer to Critical IT no later than twenty-four (24) hours before the estimated date of shipment by the manufacturer or Critical IT (as the case may be).

2.3

Unless otherwise agreed between the Customer and Critical IT, the Customer will forfeit any amounts it has paid to Critical IT, on cancellation of any order prior to shipment.

3. Price

3.1

The price payable by the Customer to Critical IT for the Products is the price as shown on the website, or as otherwise advised by Critical IT. The Prices displayed on the Website are subject to change without notification. The price payable by the Customer will not be varied except by written agreement between the Customer and Critical IT.

3.2

All prices listed on the Website exclude delivery costs and GST. Delivery costs will be shown separately on the relevant invoice.

4. Product Specifications

Features and specifications of products described or depicted on the Website are subject to change without notice.

4.1

All weights and dimensions of products described on the Website are approximate.

5. Delivery and ownership of the goods

5.1

Delivery times advised to Customers are estimates only. Critical IT will use its best endeavours to deliver Customer orders for Products orders as soon as possible. Critical IT will not be liable for any loss, or damages suffered, or incurred by Customers arising from the late delivery of the Products.

5.2

Critical IT may make part deliveries of any Customer order, and each part delivery will constitute a separate supply of the Products to the Customer.

5.3

Critical IT will not deliver goods to PO Box addresses unless the Customer elects to use the services of Australia Post.

5.4

Critical IT may charge a delivery fee where an incomplete or incorrect delivery address has been provided on the Customer purchase order. Critical IT will charge for each subsequent delivery attempt or return to the shipping point.

6. Inspection and acceptance

Customers must:

- i. in the case of all Products ordered (other than software Products), inspect such Products upon delivery to Customer's premises; or
- ii. in the case of software Products, test or inspect such software Products upon those Products being delivered, and must, within 7 days of delivery, give written notice to Critical IT at help@critical-it.com.au if the Product delivered is not the same Product that was ordered. Failing such notice and to the extent permitted by law, the Products will be deemed to have been accepted by the Customer.

7. Product Availability

7.1

There may be occasions when Critical IT has insufficient products to fulfil a Customer order. On such occasions, the Customer may request the estimated time of arrival by contacting Critical IT.

7.2

In the event that Critical IT is unable to procure products ordered by a Customer within a reasonable time, Critical IT notifying the Customer, may:

- i. cancel the relevant purchase order, if it cannot source the Products from the supplier; or
- ii. If Critical IT can source the Products from a different supplier at a different price, give the Customer the option to purchase the Products at that different price.

7.3

If a Product is deemed end of life, Critical IT reserve the right to cancel the Customer order and will contact the Customer, and if a suitable Product is available, provide an alternative Product. In the

event that a suitable alternative Product is available, a revised Customer purchase order will be required to complete the order.

8. Clearance and Non-Returnable Products

8.1

All Clearance or Non-Returnable Products are sold on a 'No Returns' basis as per Critical IT's Returns Policy. Clearance Products are either new, ex-demo, second hand or have some minor cosmetic imperfection when sold.

8.2

Due to the limited stock availability of Clearance Products, neither placement of an order, nor an e-mail confirmation that Critical IT has received the Customer order, guarantees fulfilment of that order. Orders are processed on a first-come, first served-basis and Critical IT will be considered to have accepted the Customer order only by delivering the Products. If Critical IT cannot accept the Customer order for any reason, Critical IT will notify the Customer by telephone or email.

9. Allocation of Stock

Critical IT, will at its sole discretion, release any committed stock orders where payment is not forthcoming from the Customer.