

Esprit Network Pty Ltd Terms of Trading Agreement

Warranty

1. Warranty - All products sold by Esprit Network P/L (except batteries) are covered by 48 months' workmanship warranty. Manufacturer's warranty period will vary from product to product but generally all products sold by Esprit Network Australia P/L will be covered by our warranty and will come with a minimum 12 months' warranty.
2. Warranty is from date of purchase as displayed on your invoice.
3. Warranty is designed to cover a fault in manufacture of product or product component and/or an installation error if your product was installed by our technicians.
4. Warranty does not extend to incorrect installation by customer appointed installers.
5. Warranty is in force during the normal and intended use of the product but does not extend to misuse or abuse, and/or damage caused by faulty batteries, electrical storms, power surges, etc.

The Agreement

1. The customer hereby acknowledges that the goods supplied by the Supplier (Esprit Network Pty Ltd) shall remain the property of the Supplier until the Supplier receives the payment for the same. The supplier hereby agrees to allow the customer to deal, sell or trade with the goods in the normal course of business and for the Customer to retain the sale proceeds of such sale or dealing provided that the Customer adheres to the terms and conditions of this Agreement.
2. In the event of the Customer defaulting in any terms of this Agreement including the payment of any monies due under the Agreement, then the supplier shall have the right (without giving notice) to retake possession of the goods supplied to the Customer by the Supplier and the Customer hereby allows the Supplier or its representative to enter the premises upon which the goods are housed or stored for the purposes of retaking possession of same and the Supplier shall not be liable for any costs, losses, damages, expenses or any monies or losses suffered by the Customer as a result of the Supplier retaking possession of the goods.
3. Installation of goods which have been repossessed due to insufficient payment or no payment – can be reinstalled after payment is received but customer will be charged service call fee.
4. Access Keys purchased by residents must be paid for within 7 days of invoice or are marked for deactivation – Reactivation will require payment of service call fee to book a technician to reprogram the access key.
5. Invoices made out to Strata Management agencies are under a 14 day account – subject to strata levy payment
6. Larger invoices/agreements – over the amount of \$5,000AUD require a 10% upfront payment and is subject to additional terms.
7. If the supplier considers it relevant to collecting overdue payments in respect of commercial credit provided to the customer, the customer agrees to allow the Supplier to forward information regarding the account and personal information in relation to collecting overdue payments.
8. Under Section 18E (8) (c) of the Privacy Act 1988 the Supplier is allowed to give a credit reporting agency personal information about the Customer's Credit Application.

For new developments please see your service agreement which may comprise of the above and additional terms